### **MEETING AGENDA**

### FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

Thursday, December 18, 2025

Fairfax County Redevelopment and Housing Authority Whiteside Board Room 4530 University Drive, Fairfax, VA 22030

6:30 p.m. - Presentation of the Conrad Egan Excellence Awards

7:00 p.m. - CALL TO ORDER

**PUBLIC COMMENT** 

PUBLIC HEARING Proposed Interim Agreement with True Ground Housing

Partners, a Nonprofit Real Estate Developer, for the Development of Property at 13500 Dulles Greene Drive,

Herndon, Virginia (Dranesville District)

APPROVAL OF MINUTES October 16, 2025

November 12, 2025 Special Meeting

**ACTION ITEMS** 

1. Resolution Number 21-25 Authorization to Execute the Proposed Interim

Agreement with Columbia Crossroads 4 Limited Partnership and Columbia Crossroads 9 Limited Partnership for the Development of the East County

Property Part B (Mason District)

2. Resolution Number 22-25 Approval to Increase Community Development Block

Grant (CDBG) Down Payment Assistance for First-

time Homebuyers

**ADMINISTRATIVE ITEM** 

1. Resolution Number 23-25 Establishing the Schedule of Meeting Dates for

Calendar Year 2026 for the Fairfax County Redevelopment and Housing Authority

### **INFORMATION ITEMS**

- 1. FY 2025 Audited Financial Statements for the Fairfax County Redevelopment and Housing Authority and the Single Audit Report
- 2. Fiscal Year 2024 Audited Financial Statements for Fairfax County Redevelopment and Housing Authority-Controlled Partnerships and Unit Owners Associations
- 3. FY 2025 Tenant Accounts Receivable Write-offs

**CLOSED SESSION** 

**BOARD MATTERS** 

**ADJOURNMENT** 

Fairfax County is committed to a policy of nondiscrimination in all County programs, services and activities and will provide reasonable accommodations upon request. To request special accommodations call 703-246-5000 (select menu option 8), or TTY 711.

### NOTICE OF PUBLIC HEARING

## December 18, 2025 7:00 p.m.

The Fairfax County Redevelopment and Housing Authority (FCRHA) will hold a public hearing on December 18, 2025, at 7:00 p.m. The public hearing will address the proposed Interim Agreement for the development of the 9.63-acre property at 13500 Dulles Greene Drive, Herndon (Fairfax County Tax Map number 0161 01 0011B), pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, Va. Code Ann §§ 56-575.1-575.18 (PPEA).

The potential developer of the Dulles Greene Redevelopment Project, The True Ground Housing Partners, a nonprofit real estate developer, has proposed the development of two 7-story multi-family buildings with approximately 435 affordable units for low- to moderate-income households, together with surface and structured parking.

In accordance with the requirements of the Fairfax County PPEA Guidelines, a copy of the Interim Agreement has been posted online with the Fairfax County Department of Procurement and Material Management (<u>Dulles Greene Property Redevelopment</u>) <u>Procurement and Material Management</u>) Electronic copies of the documents may also be obtained by contacting the Office of the Clerk to the Board of Supervisors at <u>ClerktotheBOS@fairfaxcounty.gov</u>, or by calling 703-324-3151.

The meeting will be held at the FCRHA Board Room, located at 4530 University Drive, Fairfax, VA 22030. Written comments may be submitted by email on or before 5 PM on December 12, 2025, to Davood.Majidian@fairfaxcounty.gov.

Residents wishing to speak at the public hearing are encouraged to contact Nathaniel Strathearn prior to the public hearing at 703-324-4115, TTY 711, or by email at <a href="mathaniel.strathearn@fairfaxcounty.gov">nathaniel.strathearn@fairfaxcounty.gov</a> to indicate their desire to participate.

Additional information or questions about the public hearing may be directed to Davood Majidian at 703-324-8553, TTY 711.

Fairfax County is committed to a policy of nondiscrimination in all County programs, services and activities and will provide reasonable accommodations upon request. To request special accommodations, call 703-246-5101 or TTY 711.

Equal Housing/Equal Opportunity Employer.





### MINUTES OF THE MEETING OF THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

October 16, 2025

On October 16, 2025, the Commissioners of the Fairfax County Redevelopment and Housing Authority (FCRHA) met in the FCRHA Whiteside Board Room, 4530 University Drive, Fairfax, Virginia.

### CALL TO ORDER

FCRHA Chairman Lenore Stanton called the Meeting of the FCRHA to order at 7:00 p.m. Attendance for all, or part of the meeting, was as follows:

PRESENT

Lenore Stanton, Chairman Elisabeth Lardner, Vice Chair Staci Alexander Cynthia Bailey

Steven Bloom

Michael Cushing

Joe Mondoro

Susan Vachal

Paul Zurawski

ABSENT

Sarah Lennon Nicholas McCoy

Also present at the meeting were the following staff of the Department of Housing and Community Development (HCD): Thomas Fleetwood, Director; Amy Ginger, Deputy Director, Operations; Anna Shapiro, Deputy Director, Real Estate Finance and Development; Linda Hoffman, Director, Policy and Communications (P&C); Nathaniel Strathearn, Policy and Program Analyst, P&C; Wesley Fontaine, IT Technician, Central Services; and Margaret Johnson, Director, Rental Housing.

Also in attendance was FCRHA Counsel: Ryan Wolf, Senior Assistant County Attorney; and Brett Callahan, Assistant County Attorney.

### PUBLIC COMMENT

The FCRHA Chairman opened public comment at 7:00 p.m. One individual signed up to speak during public comment regarding challenges a household is experiencing in accessing various social services in the County. The name of the speaker was Jeannine Purdy, who spoke on behalf of the Virginia Hills Church. The Chairman closed public comment at 7:10 p.m.

### APPROVAL OF MINUTES

**September 18, 2025** 

Commissioner Zurawski moved to approve the Minutes of the September 18, 2025,

FCRHA Meeting October 16, 2025 Page 2

FCRHA Meeting, which Commissioner Bloom seconded. The motion passed with Commissioner Bailey abstaining.

### September 20, 2025 FCRHA Retreat

Vice Chair Lardner moved to approve the Minutes of the September 20, 2025, FCRHA Retreat, which Commissioner Zurawski seconded. The motion passed with Commissioner Bailey abstaining.

### **ACTION ITEM**

1.

### **RESOLUTION NUMBER 18-25**

Authorization to Execute Seven New Service Agreements with Comcast Xfinity
Communications for Video, High Speed Internet, Digital Phone Services to Certain
Properties Owned or Managed by the Fairfax County Redevelopment and Housing
Authority

**WHEREAS**, the Fairfax County Redevelopment and Housing Authority (FCRHA) is the Managing General Partner or Owner of seven properties located at 1601 Becontree Lane, Reston, 1527 Cameron Crescent Dr, Reston, 2122 Westglade Ct, Reston, 1800 Bowman Town Ct, Reston, 11704 Old English Way, Reston, 2244 Stonewheel Drive, Reston, 2228-2244 Castle Rock Sq., Reston,

**NOW THEREFORE BE IT RESOLVED** that the Authority hereby authorizes its Chairman, Vice Chairman, or any Assistant Secretary to execute the Comcast Service Agreements as described in the Action Item presented to the Authority at its meeting on October 16, 2025, as well as any other documents necessary to effectuate the purposes thereof.

Commissioner Zurawski moved to adopt Resolution Number 18-25, which Vice Chair Lardner seconded. The motion passed unanimously.

### **ADMINISTRATIVE ITEM**

1.

### **RESOLUTION NUMBER 19-25**

Adoption of Revisions to the By-Laws of the Fairfax County Redevelopment and

FCRHA Meeting October 16, 2025 Page 3

### **Housing Authority**

**BE IT RESOLVED** that revisions to the Fairfax County Redevelopment and Housing Authority (FCRHA) By-Laws are approved and adopted by the FCRHA, as presented to the FCRHA at its meeting on October 16, 2025.

Commissioner Bailey moved to adopt Resolution Number 19-25, which Commissioner Bloom seconded. The motion passed unanimously.

### **CLOSED SESSION**

Commissioner Cushing moved that the FCRHA go into Closed Session pursuant to Virginia Code Section 2.2-3711(A)(3) for the discussion of the acquisition of real property for a public purpose, where if such discussions occurred in an open meeting the bargaining position or negotiating strategy of the FCRHA would be adversely affected, and Virginia Code Section 2.2-3711(A)(8) for consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, specifically with regard to the following matter:

1. Potential acquisition of certain parcels of real property located in the Mount Vernon and Franconia Districts.

Commissioner Zurawski seconded the motion. The FCRHA went into Closed Session at 7:14 p.m.

### **OPEN SESSION**

Commissioner Cushing, in accordance with Virginia Code Section 2.2-3712, moved that the members of the FCRHA certify that to the best of their knowledge only public business matters lawfully exempted from the open meeting requirements prescribed by the Virginia Freedom of Information Act and only matters identified in the motion to convene Closed Session were heard, discussed or considered by the FCRHA. Commissioner Mondoro seconded the motion.

The FCRHA took the following roll call vote:

<u>AYE</u> <u>NAY</u> <u>ABSTAIN</u>

Lenore Stanton, Chairman Elisabeth Lardner, Vice Chair Staci Alexander Cynthia Bailey Steven Bloom Michael Cushing

FCRHA Meeting October 16, 2025 Page 4						
Susan Vachal Paul Zurawski						
The motion carried and the Open Meeting resumed at 7:45 p.m.						
BOARD MATTERS See Attachment 1.						
ADJOURNMENT The FCRHA Chairman adjourned the meeting at 7:57 p.m.						
	Lenore Stanton, Chairman					
(Seal)						
	Thomas Fleetwood, Assistant Secretary					

Attachment 1

#### **Board Matters**

### October 16, 2025

### Fairfax Crest Development Topping Off Ceremony

Commissioner Bailey stated that she attended the topping off ceremony for the Fairfax Crest development, noting its potential status as a flagship community in the FCRHA portfolio, and encouraged Commissioners to attend the future grand opening ceremony. Later in the meeting, Director Fleetwood presented a Board Matter thanking Chairman Stanton and Commissioner Bailey for attending the ceremony and acknowledged the quality of the development. Chairman Stanton further acknowledged the quality project.

### Appreciation in Addressing Autumn Willow Senior Housing Concerns

Commissioner Zurawski thanked Director Fleetwood for his responsiveness in addressing concerns regarding inaccurate leasing advertisements for the Autumn Willow Senior Housing development in the Springfield District, which were shared during Board Matters at the September 18, 2025, FCRHA meeting.

### **Shelter and Housing Accessibility Challenges**

Commissioner Zurawski shared his concerns with accessing social services in the County and noted his experiences assisting a household in qualifying for housing and related supportive services.

### Consolidated Community Funding Advisory Committee Updates (CCFAC)

Commissioner Cushing stated that on November 5, 2025, the CCFAC Working Advisory Group will hold its annual meeting to consider consolidated plan allocations under the HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), and Emergency Solutions Grant (ESG) Housing and Urban Development (HUD) funding. Commissioner Zurawski requested clarification on whether housing funds will be removed from the Consolidated Community Funding Pool and be managed separately. Director Fleetwood noted that HCD does not manage the funding pool and that staff will follow up with appropriate information.

### Motion Regarding Revisions to the FCRHA Mission, Vision, and Values

Chairman Stanton noted the FCRHA Mission, Vision, and Values have been in place for several years and a consensus on revised language to better align with those of HCD was reached among Commissioners during the September 20, 2025, FCRHA Commissioner Retreat and the October 8, 2025, FCRHA Committee of the Whole meeting.

Chairman Stanton made a motion to amend the FCRHA Mission, Vision, and Values Statements. Commissioner Zurawski seconded the motion.

Following discussion, with input from Director Fleetwood, regarding incorporating the

language on the FCRHA webpage and future planning documents, Chairman Stanton called for a vote. The motion passed unanimously.

Cancellation of the FCRHA Committee of the Whole Meeting and FCRHA Meeting Chairman Stanton announced the cancellation of the FCRHA Committee of the Whole meeting scheduled for November 12, 2025, and the FCRHA meeting scheduled for November 20, 2025.

### **FCRHA Special Meeting in November**

Chairman Stanton announced there will a special meeting on November 12, 2025, at 7:00 p.m., to address time sensitive issues regarding the East County property in the Mason District. The special meeting will be held in-person in the FCRHA Whiteside Board Room and will be chaired by Vice Chair Lardner. More information to follow.

### **Conrad Egan Excellence Awards**

Director Fleetwood noted that the Conrad Egan Excellence Awards nomination period is open through October 31, 2025. He asked for any Commissioners who would like to nominate a member of staff to email him or Amy Ginger, Deputy Director, Operations, for assistance with nominations or to answer any questions. The awards will be presented on December 18, 2025, prior to the start of the FCRHA meeting.

### **Upcoming Items Before the Board of Supervisors**

Director Fleetwood noted the Manufactured Housing Relocation Guidelines will be published in early November and will go before the Board of Supervisors (BOS) for approval on December 9, 2025. Director Fleetwood noted that the public hearing and action by the BOS regarding the associated zoning ordinance and comprehensive plan amendments related to the recommendations of the Manufactured Housing Task Force are also scheduled before the BOS on December 9, 2025.

### MINUTES OF THE SPECIAL MEETING OF THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

### November 12, 2025

On November 12, 2025, the Commissioners of the Fairfax County Redevelopment and Housing Authority (FCRHA) met in the FCRHA Whiteside Board Room, 4530 University Drive, Fairfax, Virginia.

### CALL TO ORDER

FCRHA Vice Chair Elisabeth Lardner called the Special Meeting of the FCRHA to order at 7:00 p.m. Attendance for all, or part of the meeting, was as follows:

PRESENT

Elisabeth Lardner, Vice Chair Cynthia Bailey Steven Bloom Michael Cushing

Michael Cushing Sarah Lennon Susan Vachal

Paul Zurawski

**ABSENT** 

Lenore Stanton, Chairman Staci Alexander Nicholas McCoy Joe Mondoro

Also present at the meeting were the following staff of the Department of Housing and Community Development (HCD): Thomas Fleetwood, Director; Amy Ginger, Deputy Director, Operations; Anna Shapiro, Deputy Director, Real Estate Finance and Development; Linda Hoffman, Director, Policy and Communications (P&C); Nathaniel Strathearn, Policy and Program Analyst, P&C; Wesley Fontaine, IT Technician, Central Services; Callahan Seltzer, Director, Real Estate and Community Development Finance (RECDF); Rachel Waldman, Associate Director of Real Estate Finance, RECDF; Julie Chen, Senior Real Estate Finance Manager, RECDF; Mark Buenavista, Director, Capital Planning & Development (CPD); Marwan Mahmoud, Project Coordinator, CPD; and Davood Majidian, Project Manager, CPD.

Also in attendance was FCRHA Counsel: Ryan Wolf, Senior Assistant County Attorney; Brett Callahan and Tyler Prout, Assistant County Attorneys.

### PUBLIC HEARING

Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing for Proposed Issuance by the Fairfax County Redevelopment and Housing Authority of Multifamily Revenue Bonds for Kindred Crossing (Mason District)

The FCRHA Vice Chair opened the public hearing at 7:00 p.m. No one signed up in advance and no one in attendance requested to speak. The Vice Chair closed the public hearing at 7:00 p.m.

FCRHA Special Meeting November 12, 2025 Page 2

### PUBLIC HEARING

Proposed Interim Agreement with NHP Foundation, a District of Columbia Nonstock Corporation for the Development of Property at 5831 Columbia Pike, Falls Church, Virginia (Mason District)

The FCRHA Vice Chair opened the public hearing at 7:00 p.m. No one signed up in advance and no one in attendance requested to speak. The Vice Chair closed the public hearing at 7:01 p.m.

### **ACTION ITEM**

1

#### **RESOLUTION NUMBER 20-25**

Authorization, Subject to Board of Supervisors Approval, to Issue Tax-Exempt

Multifamily Housing Revenue Bonds or Notes in an Amount Not to Exceed \$16,000,000

to Finance the Proposed Kindred Crossing Project (Mason District)

**WHEREAS**, the Fairfax County Redevelopment and Housing Authority (the "Authority") is a political subdivision of the Commonwealth of Virginia, established pursuant to the Virginia Housing Authority Law, Title 36, Chapter 1, *Code of Virginia*, 1950, as amended (the "Act"), and is authorized thereby to issue its notes and bonds from time to time to fulfill its public purposes within the meaning of the Act; and

WHEREAS, pursuant to and in accordance with the Act, the Authority desires to issue and sell its multifamily housing revenue bonds or notes in one or more series or subseries pursuant to a plan of finance in the principal amount not to exceed \$16,000,000 (the "Bonds") on a tax-exempt basis, for the project known as Kindred Crossing (the "Project"), located at 6163 Leesburg Pike, Falls Church, Virginia, in the Mason District; and

**WHEREAS**, the proceeds of the Bonds will be loaned to the owner of the Project, Wesley Kindred Crossing LP, to finance, together with other sources, the acquisition, construction and equipping of 95 affordable independent living units for senior households with incomes no more than 60 percent of Area Median Income; and

WHEREAS, the Bonds will be limited obligations, payable from the revenues pledged thereto pursuant to the trust indenture or other agreement pursuant to which the Bonds will be issued; and as required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) and neither Fairfax County, Virginia, nor the

FCRHA Special Meeting November 12, 2025 Page 3

Commonwealth of Virginia or any political subdivision thereof (other than the Authority) will be liable thereon, nor in any event shall the Bonds be payable out of any funds other than those pledged to the Bonds, and the Bonds shall not constitute an indebtedness by the Authority within the meaning of any constitutional or statutory debt limitation or restriction; and

**WHEREAS,** Thomas Fleetwood, as Assistant Secretary on behalf of the Authority, executed a Declaration of Intent evidencing the Authority's intent to issue and sell the Bonds in a principal amount not to exceed \$16,000,000; and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Authority is required to hold a public hearing ("Tax Equity and Fiscal Responsibility Advertisement (TEFRA) Hearing") in connection with the issuance of the Bonds; and

WHEREAS, the Authority held the TEFRA Hearing on November 12, 2025; and

**WHEREAS**, for the purposes of compliance with Section 147(f) of the Code, the proposed bond issue must be approved by the Fairfax County Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED,** that the Authority authorizes all necessary actions be taken in order for the Authority to request the Fairfax County Board of Supervisors to approve the proposed Bond issue as described in the Action Item presented to the Authority at its meeting on November 12, 2025, and submit an application to the Virginia Department of Housing and Community Development for private activity volume cap for the Bonds.

Commissioner Bloom moved to adopt Resolution Number 20-25, which Commissioner Vachal seconded. Following a staff presentation and discussion, the motion passed unanimously.

#### PRESENTATION

Proposed Interim Agreement with NHP Foundation, a District of Columbia Nonstock Corporation for the Development of Property at 5831 Columbia Pike, Falls Church, Virginia (Mason District)

Mark Buenavista, Director, CPD, and representatives from the NHP Foundation provided the FCRHA Commissioners with a presentation on the proposed East County Part B Redevelopment Interim Agreement.

### **CLOSED SESSION**

Commissioner Cushing moved that the FCRHA go into Closed Session pursuant to Virginia Code Section 2.2-3711(A)(3) for the discussion of the acquisition of real

FCRHA Special Meeting November 12, 2025 Page 4

property for a public purpose, where if such discussions occurred in an open meeting the bargaining position or negotiating strategy of the FCRHA would be adversely affected, and Virginia Code Section 2.2-3711(A)(8) for consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, specifically with regard to the following matter:

1. Potential acquisition of certain parcels of real property located in the Providence District.

Commissioner Bloom seconded the motion. The FCRHA went into Closed Session at 7:28 p.m.

### **OPEN SESSION**

Commissioner Cushing, in accordance with Virginia Code Section 2.2-3712, moved that the members of the FCRHA certify that to the best of their knowledge only public business matters lawfully exempted from the open meeting requirements prescribed by the Virginia Freedom of Information Act and only matters identified in the motion to convene Closed Session were heard, discussed or considered by the FCRHA. Commissioner Bloom seconded the motion.

The FCRHA took the following roll call vote:

AYE
Elisabeth Lardner, Vice Chair
Cynthia Bailey
Steven Bloom
Michael Cushing
Sarah Lennon
Susan Vachal

The motion carried and the Open Meeting resumed at 7:41 p.m.

### **BOARD MATTERS**

Paul Zurawski

See Attachment 1.

### **ADJOURNMENT**

The FCRHA Chairman adjourned the meeting at 7:48 p.m.

FCRHA Special Meeting November 12, 2025 Page 5	
(0)	Elisabeth Lardner, Vice Chair
(Seal)	
	Thomas Fleetwood, Assistant Secretary

Attachment 1

#### **Board Matters**

### November 12, 2025

### Commendation Letter to Fairfax County Department of Housing and Community Development (HCD) Staff

Commissioner Zurawski introduced a letter recognizing HCD staff in their efforts to address the needs of those served under the former New Hope Housing homeless services contract.

Commissioner Zurawski made a motion to approve the commendation letter. Commissioner Bloom seconded the motion, which passed without objection.

### **Working and Homeless Event Reminder**

Commissioner Zurawski reminded Commissioners of the upcoming discussion with Brian Goldstone, the author of "There is No Place for Us: Working and Homeless in America", at the 1<sup>st</sup> Stage Theatre in Tysons Corner, Virginia, on November 17, 2025.

### Information Request on Unit Values Based on Area Median Income (AMI)

Commissioner Zurawski requested information on metrics used by the FCRHA to value units at various AMI levels and the subsidies associated with each income limit. Director Fleetwood noted that staff will follow up with appropriate information.

### **Consolidated Community Funding Advisory Committee Updates (CCFAC)**

Commissioner Cushing stated that the CCFAC Working Advisory Group has adopted the current year allocations for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and one-year contingency plan. Vice Chair Lardner and Director Fleetwood thanked Commissioner Cushing for his service on the Working Advisory Group.

### **Beacon Landing Groundbreaking**

Director Fleetwood thanked Commissioners who attended the Beacon Landing project groundbreaking ceremony held on November 3, 2025. Director Fleetwood noted the project will provide needed Permanent Supportive Housing units in the City of Fairfax.

### **Conrad Egan Excellence Awards Ceremony**

Director Fleetwood thanked Commissioners for submitting their nominations and noted that the Conrad Egan Excellence Awards will be presented on December 18, 2025, in the Whiteside Board Room, prior to the start of the FCRHA meeting.

### **FCRHA Meeting Reminders**

Director Fleetwood reminded Commissioners that the next FCRHA Committee of the Whole meeting is scheduled for December 10, 2025. The next FCRHA meeting is scheduled for December 18, 2025.

FCRHA Agenda Item December 18, 2025

ACTION - 01

RESOLUTION NUMBER: 21-25: Authorization to Execute the Proposed Interim

Agreement with Columbia Crossroads 4 Limited Partnership and Columbia Crossroads

9 Limited Partnership for the Development of the East County Property Part B (Mason District)

### **ISSUE:**

Fairfax County Redevelopment and Housing Authority (FCRHA) authorization is requested to execute the proposed Interim Agreement (Interim Agreement) with Columbia Crossroads 4 Limited Partnership and Columbia Crossroads 9 Limited Partnership (collectively, Developer) to develop affordable housing on the FCRHA-owned East County Part B property under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (PPEA).

### **RECOMMENDATION:**

FCRHA approval of the Interim Agreement.

### TIMING:

Immediate.

### **RELATION TO FCRHA STRATEGIC PLAN:**

This project supports the FCRHA mission to preserve, expand, and facilitate affordable housing opportunities in Fairfax County.

### **BACKGROUND:**

The FCRHA is the fee simple owner of a certain 2.93-acre property located at 5831 Columbia Pike, Falls Church, in the Mason District, having Fairfax County Tax Map number 0612010113E (the Property).

On July 25, 2023, following a public hearing, the Board of Supervisors of Fairfax County, Virginia (Board) authorized conveyance of the Property to the FCRHA. The property will be transferred to the FCRHA prior to entering into the Interim Agreement.

In December 2024, the Fairfax County Department of Procurement and Material Management (DPMM) issued a "Request for Proposal" (RFP) pursuant to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to construct approximately 160 affordable housing units on the Property. The RFP included the following evaluation criteria: affordability, offeror qualifications, design/development, community outreach, finance plan, and public benefit. An evaluation team, including staff

FCRHA Agenda Item December 18, 2025

from the Department of Housing and Community Development (HCD), Department of Planning and Development (DPD), and Department of Transportation (DOT) evaluated the ten submitted proposals. After a preliminary evaluation of all submitted proposals, the evaluation team shortlisted the four highest scoring offerors for final evaluation. The evaluation team prepared one round of written clarification questions and conducted oral interviews with the shortlisted offerors. Upon completion of the selection process, the evaluation team selected NHP Foundation and Gibson Spyre as the successful offeror and began negotiations as to the form of an Interim Agreement under the PPEA.

Selected Developer: NHP is a national nonprofit real estate organization with over 30 years of experience in affordable housing development and preservation that created and preserved more than 9,200 affordable units across 16 states and the District of Columbia. NHP specializes in complex affordable housing transactions and maintains an AA- credit rating from Standard & Poor's and recently issued a \$75 million social bond to finance affordable housing communities. Gibson Spyre is a development consulting firm based in Alexandria, Virginia, with a focus on affordable housing and mixed-income projects across the country and brings strong local knowledge and expertise in development and public-private partnerships. NHP Foundation and Gibson Spyre established two entities, Columbia Crossroads 4 Limited Partnership for 4% lowincome housing tax credits (LIHTC) and Columbia Crossroads 9 Limited Partnership for 9% LIHTC. The Developer is committed to developing high-quality affordable housing to support healthy, diverse communities.

Interim Agreement: The Interim Agreement, if approved by the FCRHA at its meeting on December 18, 2025, will grant a limited revocable agency to the Developer to submit, as agent of the FCRHA, applications for land use and site plan approvals, at the Developer's sole cost. See form of Interim Agreement attached hereto as Attachment 2. The Interim Agreement, if approved, will also obligate the Developer to engage in community outreach, as described more below. The Interim Agreement does not constitute the final terms of any eventual development but does give the parties the legal authority to begin the process, which may lead to a detailed Comprehensive Agreement.

**Summary of the Development Proposal**: The proposed development is anticipated to provide for construction of approximately 160 housing units targeting low- and moderate-income persons, with an average income of up to 60% of the Area Median Income (AMI), subject to available financing. The proposed development will be subject to a long-term ground lease with the FCRHA and available financing. The selected proposal can be viewed at the County website:

 $\underline{\text{https://www.fairfaxcounty.gov/procurement/ppea/east-county-part-b}}$ 

Land Use Approvals and Timing: Given the complexity of the land use and rezoning process and the need to meet the Qualified Census Tract (QCT) application filing deadline, it is necessary to approve the Interim Agreement to allow the Developer the exclusive right to pursue the land use approvals ahead of the QCT application filing.

FCRHA Agenda Item December 18, 2025

**Community Outreach:** The Developer provided a comprehensive community outreach strategy consisting of early engagement with neighboring communities and local community organizations. The Developer's team will also coordinate early meetings with the Mason District Supervisor to solicit their feedback in advance of filing any zoning applications. In addition, the Developer's team will maintain close communication and have regular meetings with HCD staff.

**PPEA Timing:** The Interim Agreement must be approved through a statutorily prescribed process. Specifically, the FCRHA must conduct a public hearing on the proposed Interim Agreement - which occurred at the FCRHA's November 12, 2025, meeting - and then can approve the Interim Agreement only at a subsequent meeting that is at least 30 days after the public hearing.

If the FCRHA approves the Interim Agreement, staff will begin negotiating the Comprehensive Agreement, which will define the proposed project and will be informed by the land use, community outreach, and funding requirements. The Interim Agreement does not obligate the FCRHA to move forward with the development if a Comprehensive Agreement cannot be negotiated. Any potential Comprehensive Agreement also will require a public hearing at least 30 days prior to any public meeting where the FCRHA may vote on entering into a Comprehensive Agreement.

### STAFF IMPACT:

Leading up to the approval of the Interim Agreement, staff has spent considerable time working with the Developer and the Office of the County Attorney on the form of Interim Agreement.

### FISCAL IMPACT:

Apart from the cost of staff time, there is no fiscal impact to enter into the Interim Agreement with the Developer for the redevelopment of East County Part B.

### **ENCLOSED DOCUMENTS:**

Attachment 1: Resolution Number 21-25

Attachment 2: Interim Agreement

Attachment 3: Public Hearing Presentation to FCRHA

### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD

Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD Mark Buenavista, Director, Capital Planning and Development Division (CPD), HCD Marwan Mahmoud, Associate Director, CPD, HCD

FCRHA Agenda Item December 18, 2025

Davood Majidian, Project Manager, CPD, HCD

<u>ASSIGNED COUNSEL:</u> Susan Timoner, Assistant County Attorney

### Attachment 1

### **RESOLUTION NUMBER 21-25**

Authorization to Execute the Proposed Interim Agreement with Columbia

Crossroads 4 Limited Partnership and Columbia Crossroads 9 Limited Partnership for
the Development of the East County Property Part B (Mason District)

**BE IT RESOLVED, THAT** the Fairfax County Redevelopment and Housing Authority (FCRHA) authorizes the execution of the proposed Interim Agreement between the FCRHA and Columbia Crossroads 4 & 9 Limited Partnership to facilitate the development of the East County Part B affordable housing project, as outlined in the Action Item presented to the FCRHA at its meeting on December 18, 2025, and

**BE IT FURTHER RESOLVED THAT** the FCRHA authorizes any Assistant Secretary, on behalf of the FCRHA, to take any other action as may be reasonably necessary or appropriate to comply therewith or in furtherance of the purposes thereof.

### Attachment 2

### INTERIM AGREEMENT (EAST COUNTY PART B)

THIS INTERIM AGREEMENT (this "Agreement") is made and entered into as of the day of December, 2025 (the "Effective Date"), by and between the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (the "FCRHA"), and The NHP Foundation, a District of Columbia nonstock corporation (the "Developer," and together with the FCRHA, collectively, the "Parties").

### **RECITALS**

- R-1. The FCRHA is the fee simple owner of a certain 2.93-acre property located at 5831 Columbia Pike, Falls Church, in the Mason District, having Fairfax County Tax Map number 0612010113E, and being further described on Exhibit A attached hereto and made a part hereof (the "**Property**").
- R-2. Board of Supervisors of Fairfax County, Virginia (the "**Board**") conveyed the Property to the FCRHA to facilitate its development as affordable housing pursuant to a deed dated [ ] and recorded in Deed Book [ ] at Page [ ].
- R-3. To that end, in December 2024, a request for proposals (the "**RFP**") was issued to develop the Property as affordable housing pursuant to provisions of the Public Private Education Facilities and Infrastructure Act of 2002, as amended, Virginia Code Ann. §§ 56-575.1 to 575.18 and the guidelines adopted by the FCRHA with respect thereto (collectively, the "**PPEA**"). Developer's submission was one of ten received in April 2025.
- R-4. The County review team scored Developer's response to the RFP as the top ranked proposal. Accordingly, Developer was notified on October 1, 2025, that it had been selected as the top offeror and recommended commencement of negotiations.
- R-5. Developer's proposed development (the "**Project**") is anticipated to provide for construction of approximately 160 housing units in one building, with surface and structured parking. Developer's submission can be viewed at the following Fairfax County web site: <a href="https://www.fairfaxcounty.gov/procurement/ppea.">https://www.fairfaxcounty.gov/procurement/ppea.</a>
- R-6. In recognition of the complexity of the proposed Project, the Parties desire to enter into this Agreement in order for Developer to (i) initiate community outreach and collaboration, (ii) begin working with Fairfax County staff on the various elements of the proposed Project, and (iii) begin the zoning and land use approvals process.
- R-7. Notwithstanding that the Parties do not have a final agreement regarding the Project and with full recognition that the Parties may be unsuccessful in concluding a final agreement regarding the Project, the FCRHA has agreed to allow Developer the right, at Developer's sole risk and expense, to access the Property and to pursue the Land Use Approvals (as defined herein) with respect to the Property and the Project in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the Recitals, which are hereby incorporated into this Agreement by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement will commence on the Effective Date and, unless otherwise terminated in accordance with the terms of Section 6 below, will terminate upon the execution by the Parties hereto of a comprehensive agreement for the Project ("Comprehensive Agreement") in accordance with the terms of the PPEA.
- 2. <u>Milestone Schedule</u>. Promptly following the Effective Date, Developer, working in close coordination with the FCRHA, will develop a schedule identifying each milestone in the Land Use Approvals process and the date by which each such milestone is anticipated to be met (the "Land Use Approvals Milestone Schedule").

### 3. Community Outreach.

- a. From and after the Effective Date, Developer, working in close coordination with the FCRHA, will develop a comprehensive community outreach program to engage community stakeholders (the "Community Outreach Program"). The Community Outreach Program will identify the strategy for engaging community stakeholders, identify the specific actions to be undertaken by Developer to implement such strategy, and include a schedule for undertaking such actions.
- b. The Community Outreach Program shall provide for community outreach sessions that are flexible in format, including a mix of both virtual and in-person meetings. To the extent reasonably required to ensure meaningful participation by residents within the community, translation and/or interpretation services shall be provided by Developer as needed. Developer will prepare presentations, lead outreach sessions, and include relevant development team subject matter experts to participate as needed.
- c. The Community Outreach Program shall provide for community outreach and stakeholder engagement sessions to begin prior to filing a zoning application and to continue through the Land Use Approvals process, design, permitting, and construction.
- d. Developer acknowledges and agrees that Developer shall not file a rezoning application until after Developer has completed initial community outreach efforts in accordance with the Community Outreach Program.

### 4. <u>Designation of Developer as Agent.</u>

a. The FCRHA hereby designates Developer as its agent for the limited purpose of pursuing the Land Use Approvals with respect to the Property and the Project, subject to the terms and conditions set forth in this Agreement, and Developer hereby accepts such designation.

- b. The FCRHA agrees that Developer, as the FCRHA's agent, is authorized to commence land use planning, design, and other work activities necessary to file a rezoning application, as well as such other land use applications, including if necessary, a Comprehensive Plan amendment, as the Parties mutually deem appropriate, with respect to the Property and the Project (the "Land Use Approvals").
- c. Developer hereby acknowledges and agrees that the agency created hereby is temporary and will immediately terminate upon any termination of this Agreement in accordance with the terms of Section 6 below. Upon such termination of the agency created hereby, Developer will immediately cease all work with respect to the Land Use Approvals and, thereafter, Developer will have no further duty, obligation, or right to pursue the Land Use Approvals on behalf of the County.

### 5. Agreement Regarding Land Use Approval Process.

- Developer will consult and coordinate with the FCRHA designated PPEA review and negotiation team (the "PPEA Team") regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Approvals. Unless this provision is otherwise in writing waived or modified by the FCRHA, or its designee, Developer will provide the PPEA Team a copy of all submissions to be made in connection with the Land Use Approvals for the PPEA Team's review and approval a minimum of ten (10) business days prior to Developer's anticipated filing with or submission of the same to the applicable governmental agencies. Approval of such submission will be in the PPEA Team's reasonable discretion; provided, however, that the PPEA Team's approval of any and all such submissions will not be unreasonably withheld on the basis of County comments that do not reasonably reflect refinement of the scope and substance of prior approved submissions. If the PPEA Team fails to notify Developer in writing of either its approval or disapproval of any such submissions within ten (10) business days after its receipt of the request from Developer, then Developer may proceed with the submission; however, such submission will not be deemed to be approved by the PPEA Team. Any PPEA Team approval of submissions by Developer will be in the PPEA Team's capacity as an advisory body to the FCRHA as landowner, and will not be construed to imply approval by the Fairfax County, nor will it be construed as requiring any future approvals by the FCRHA. Developer will not make any submissions in connection with the Land Use Approvals unless such submissions are made in strict accordance with this Section 5.
- b. The FCRHA will reasonably cooperate with Developer in the pursuit of the Land Use Approvals.
- c. It is further acknowledged and understood that the Land Use Approvals will require the execution of proffered conditions and concurrence with development conditions by Developer and FCRHA. Developer and the FCRHA will consult and coordinate as to the substance of such proffered conditions and development conditions. The FCRHA's approval and execution of proffered conditions will be in the FCRHA's sole and absolute discretion; provided, however, that such approval and execution will not be unreasonably withheld with respect to proffered conditions that are reasonably related to elements of Land Use Approval submissions previously

approved by the FCRHA. Developer will be solely responsible for all compliance with such proffered conditions if it proceeds with the Project.

- d. In performing its obligations hereunder, Developer will at all times comply with, and cause its submissions in connection with the Land Use Approvals to comply with Fairfax County requirements in its governmental and regulatory capacity and the requirements of this Agreement.
- e. Developer will be responsible for all costs associated with the Land Use Approvals and the FCRHA will not be obligated to reimburse Developer for any costs associated with the Land Use Approvals. Upon any termination of this Agreement pursuant to Section 6(c), Developer will (i) assign all of its rights and interests (if any) in and to any obtained Land Use Approvals, and deliver originals or copies of any and all other publicly-available documents related to the same to the FCRHA, and (ii) assign to the FCRHA all of its rights and interests to, and provide and deliver to the FCRHA, any and all publicly-submitted work product produced by Developer and its contractors and consultants associated with the Land Use Approvals and the Project, together with any third-party consents necessary therefor (collectively, the foregoing will be referred to as the "Work Product").
- During the term of this Agreement, Developer and its agents may access the Property upon at least 5 days' prior notice to the FCRHA for purposes of conducting its initial due diligence, including engineering studies, surveying, soil core samples, traffic counts, and otherwise as may be reasonably necessary to perform its obligations under this Agreement. Developer's notice will include a description of the due diligence work to be performed on the Property, the proposed date and time and/or dates and times for the performance of such due diligence work, and, to the extent such due diligence work involves any invasive testing, Developer's proposed plan for restoration of that portion of the Property impacted by such testing. Developer, at its own expense, will restore to its original condition, as nearly as possible, any land that is disturbed by Developer through any work carried out under this Agreement. Developer will promptly clean up mud, dirt, and debris on the Property resulting from Developer's activities. If a spill or dumping of materials occurs, Developer will immediately clean up the materials. It is understood however that any drilling of test borings will generate spoils which may be reused to backfill the drill holes. Any equipment used, installed, or stored at the Property by or on behalf of Developer will be at Developer's sole risk. Any equipment left on the Property overnight must be properly secured from vandalism. Developer will be responsible for compliance with all applicable laws, regulations, and any environmental impact assessment requirements. The FCRHA will have the right to have agents of the FCRHA accompany Developer on the Property. Developer's access to conduct the foregoing investigations will be between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and from 9:00 a.m. to 9:00 p.m. weekends and County holidays. Developer will notify and coordinate access with Davood Majidian, Fairfax County Department of Housing and Community Development: 703-324-8553; davood.majidian@fairfaxcounty.gov. If the FCRHA and Developer have entered into an earlier agreement regarding Developer's ability to access the Property, then such earlier agreement is incorporated into this Agreement by reference, except to the extent as may be modified by this Agreement.

g. The Property may be used as an interim park serving the community prior to the start of construction. Developer will ensure that its due diligence activities on the Property do not interfere with the park use on the Property. Developer releases the FCRHA and the Board from any liability in connection with the park use on the Property.

### 6. Termination.

- a. The FCRHA may terminate the agency granted to Developer, at any time and for any reason. The FCRHA will give written notice to Developer if the FCRHA elects to terminate this Agreement whereon this Agreement will immediately terminate except for Developer's obligations with regard to the indemnification set forth in Section 8.
- b. If the Parties are unable to reach agreement upon the terms and conditions of the Comprehensive Agreement by 11:59 p.m. eastern time on June 31, 2027 (or such later date as may be mutually agreed upon, in writing, by the Parties), this Agreement will automatically terminate as of such date and the parties hereto will have no further rights or obligations hereunder except for Developer's obligations with regard to the indemnification set forth in Section 8.
- c. Developer may also terminate this Agreement at an earlier date if it reasonably determines that the Project is infeasible. Thereafter, the Parties hereto will have no further rights or obligations hereunder, except for Developer obligations with regard to the Work Product, as described in Section 5(e) and the indemnification set forth in Section 8.
- 7. <u>Insurance</u>. Developer will maintain a commercial general liability insurance policy insuring the FCRHA, its agents, contractors, subcontractors, and invitees, as well as Fairfax County, against any liability arising out of Developer's activities under this Agreement. The insurance will be maintained for personal injury and property damage liability adequate to protect the FCRHA and Fairfax County against liability for injury or death of any person in connection with the Land Use Approvals or the use, operation and condition of the property, in an amount not less than \$1,000,000 per occurrence. Prior to entering the property, Developer will provide the FCRHA a Certificate of Insurance evidencing this insurance and showing the FCRHA and Fairfax County as additional insureds.
- 8. <u>Indemnification</u>. Developer will indemnify and save harmless the FCRHA, its officers, employees and visitors and Fairfax County, its officers, employees, and visitors, from and against any claims, loss, cost, damages, or liability of any kind caused by Developer, its agents, contractors, subcontractors, or invitees, in connection with the work performed under this Agreement, or failure to perform such work, including without limitation the obligations set forth in Section 5(f). This provision will survive the termination of this Agreement.

### 9. Miscellaneous.

- a. The FCRHA and Developer will continue to negotiate certain other documents necessary to complete the Comprehensive Agreement and to effectuate the Project.
- b. An "Assignment" shall mean (i) any assignment, in whole or in part, by Developer of its right or interest in this Agreement, or (ii) any direct or indirect change in control

of Developer, in both cases whether voluntary, by operation of law, or otherwise. An Assignment will be void without the prior written consent of the FCRHA, which it may grant in its sole discretion. Notwithstanding the foregoing, the FCRHA will not unreasonably withhold its consent to an Assignment to an affiliate of Developer.

- c. This Agreement and any dispute, controversy, or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.
- d. Should any provision of this Agreement require judicial interpretation, the Parties hereby agree and stipulate that the court interpreting or considering same will not apply the presumption that the terms hereof will be more strictly construed against a Party by reason of any rule or conclusion of law that a document should be construed more strictly against the Party who itself or through its agents prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before its execution of this Agreement.
- e. This Agreement may be executed in two or more counterparts, each of which will constitute one and the same instrument. This Agreement may be executed as facsimile or .pdf originals, and each copy of this Agreement bearing the facsimile or .pdf transmitted signature of any party's authorized representative shall be deemed to be an original.
- f. No person or other entity will be a third-party beneficiary of this Agreement, except Fairfax County and its officers, employees, agents, and visitors.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

### [SIGNATURES ON FOLLOWING PAGES]

FCRHA:	
FAIRFAX COUNTY REDEVELOPMENT AND AUTHORITY, a political subdivision of the Como of Virginia	1100011.0

By: \_\_\_\_\_ Thomas E. Fleetwood, Assistant Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

### **DEVELOPER**:

THE NHP FOUNDATION, A District of Columbia nonstock corporation

By:		
Printed Name:		
Title:		

### **EXHIBIT A – PROPERTY DESCRIPTION**

Parcel B4, containing 128,122 square feet or 2.941 acres, more or less, shown on Plat Showing Consolidation of Parcel B2 DB. 25281 PG. 1974 and the Lands of Board of Supervisors of Fairfax County DB. 25118 PG. 1456, attached to Deed of Consolidation dated December 19, 2017 and recorded in Deed Book 25290 at Page 369, among the land records of Fairfax County, Virginia.

**Attachment 3** 



# East County Part B Redevelopment

INTERIM AGREEMENT PUBLIC HEARING NOVEMBER 12, 2025





FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

## **Goals of the PPEA Process**

The Public-Private Education Facilities and Infrastructure Act ("PPEA") allows the public to partner with a private entity to:

- Provide projects in a timely or cost-effective fashion
- Share in development risks and add value to development process
- Lead to efficiency improvements in the public entities' processes or delivery of services
- Leverage private debt, equity investments, or other economic resources that may not otherwise be available to the public sector



## **East County PPEA Interim Agreement**

- FCRHA to Enter into an Interim
   Agreement with the NHP Foundation
- To Develop an Affordable Multi-Family Residential Building on the County-Owned East County Part B Site
- Under the Public-Private Education Facilities and Infrastructure Act ("PPEA")

### **Development:**

- Approximately 160 residential units
- Serving households average 60% AMI
- 3-5% GSF ground-level non-residential space
- Build out of Seminary Road and Road A
- Underground utilities
- Integrate Sustainable Design Principles
- EarthCraft Gold certification or equivalent
- Minimum 10% fully accessible units,
- Additional 4% accessible for individuals with hearing and/or visual impairments
- Open space requirements



# Site Vicinity & Zoning



2.93-acre site located off Columbia Pike.
Near Intersection of Rt 7

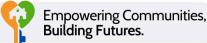
Property is well served by transit and located close to public services, educational, and retail amenities

Site

Zoned Planned
Development
Commercial District
(PDC) with a
Comprehensive Plan
Base designation for
Mixed Uses

Developer to pursue any land use and entitlement actions as necessary

Land Use & Zoning



FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

## **Anticipated PPEA Timeline**

**Aug - Nov 2024** 

• Initial Community Outreach: Bailey's Community Center

December 2024

Request for Proposals (RFP) issued under PPEA Solicited Proposal Process

**Apr - Sep 2025** 

Proposal Submission, Review, and Selection

September 2025

Potential developer notified to negotiate the Interim Agreement

October 2025

• Redacted proposal from potential developer posted on County website

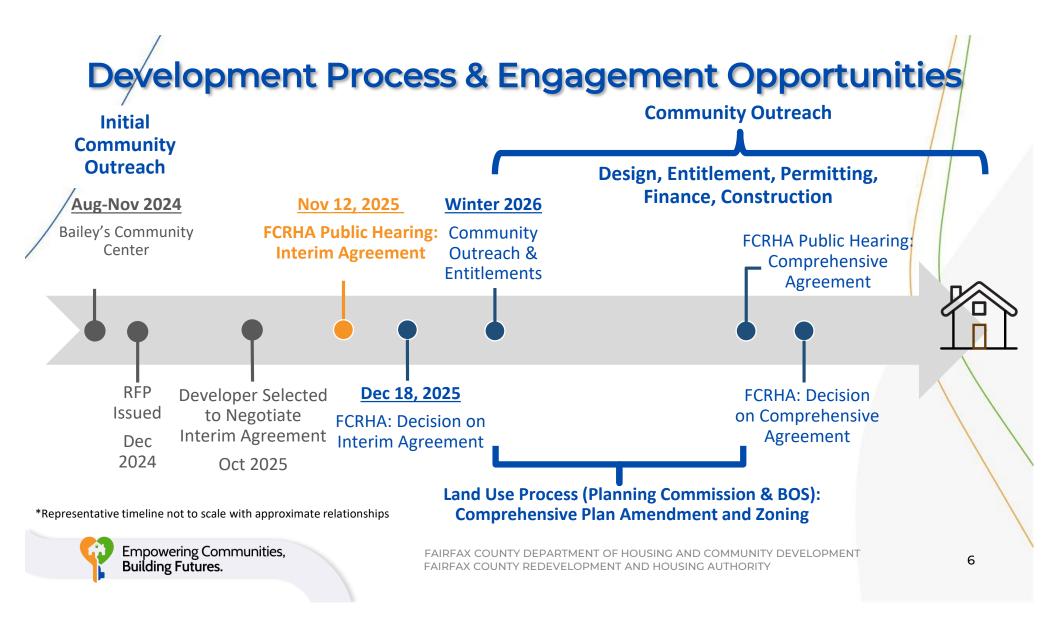
**November 12** 

Proposed Interim Agreement – FCRHA Public Hearing

**December 18** 

• FCRHA Decision on Interim Agreement – FCRHA would enter into agreement with selected developer to negotiate on future redevelopment and designate the developer as its agent for the limited purpose of pursuing land use and zoning approvals.





# **Introduction to NHP Foundation and Gibson Spyre**





FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

# **Tonight's Goals**

- Meeting key team members behind our proposal
- Sharing our early vision for East County Parcel B
- Beginning a partnership with the Bailey's Crossroads community



# **Preliminary & Subject to Your Input**

- Everything being presented is preliminary, subject to change during the entitlement process
- These concepts will be refined and will change based on:
  - Feedback from community members
  - Guidance from County staff and elected officials
  - Input from local service providers and technical studies

Our goal is to begin a conversation that will shape what comes next



# **Experienced, Mission-Driven, and Local**

### The NHP Foundation

 A nonprofit developer with 35 years of experience and deep roots in the DMV

# Gibson Spyre

 A veteran-owned firm with strong Northern Virginia experience







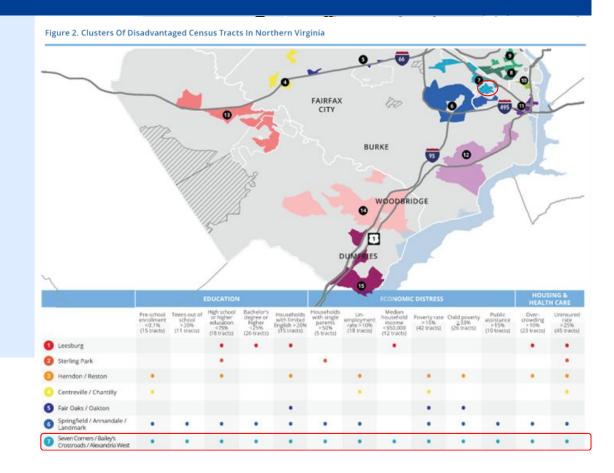




# **Investing in Equity & Opportunity**

- An island of need in one of the country's most prosperous counties
- Median incomes are half of wealthier parts of Fairfax
- Life expectancy is shorter
- Poverty is higher
- Most residents are foreignborn and speak a language other than English at home





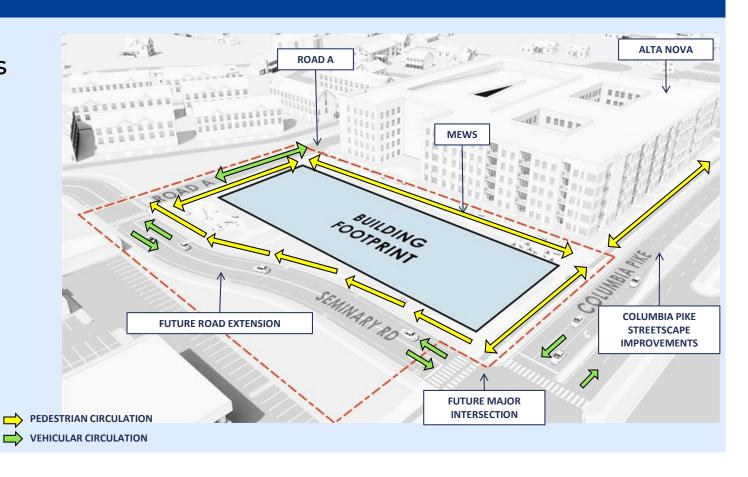
# **Proposal at a Glance: Key County Requirements**

- Mixed uses
- All units affordable, with average AMI at 60%
- Non-residential space
- Sustainability
- Connectivity
- Placemaking, open space, and universal design



# **Our Starting Concept**

- Affordable Homes
- Community Spaces
- Public Connections



# **Engagement – Refining with You**

- Early outreach with trusted partners
- Multilingual capacity
- Inclusive engagement practices (childcare, etc.)
- Active local partners
- Ongoing commitment



# **Building a Service-Enriched Community**



Resident Support: Operation
 Pathways offers dedicated resident services staff on site, with a focus on financial, educational, health, and

aging in place

 Community Support: Interest from local partners, including Second Story and Neighborhood Health, to operate out of ground-floor office space



# **Key Milestones**

# Now thru early 2026

Community conversations and concept design refinement



2026-2027



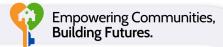
2028-2030

# Design refinement and zoning approvals

(Community Engagement Included)

Construction and move in

(Community Engagement Included)



FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

16

# **Thank You**







#### What's coming up

- December 2025: Interim Agreement
- Early 2026: Begin hosting community meetings



#### Where we are

- At the beginning
- Over the next few months, we'll develop new ways to engage and inform the community



#### How to reach us now?

- Contact Pamela Lee, <u>plee@nhpfoundation.org</u>, 202-747-6367
- We'll add you to our mailing list

ACTION – 02

RESOLUTION NUMBER 22-25: <u>Approval to Increase the Maximum Amount of Community Development Block Grant (CDBG) Down Payment Assistance for First-Time Homebuyers</u>

#### **ISSUE:**

It is requested that the Fairfax County Redevelopment and Housing Authority (FCRHA) approve an increase to the maximum allowable loan of Fairfax County's Community Development Block Grant (CDBG) Down Payment Assistance (DPA) Program for eligible low- and moderate-income first-time homebuyers with incomes up to 80% of the Area Median Income (AMI).

#### **RECOMMENDATION:**

It is recommended that the FCRHA approve and authorize an increase of the maximum Fairfax County CDBG loan amount from \$10,000 to \$20,000.

#### TIMING:

Immediate.

#### RELATION TO FCRHA STRATEGIC PLAN:

This action directly supports the FCRHA mission of providing affordable housing opportunities for low- and moderate-income households.

#### **BACKGROUND:**

On January 31, 2019, the FCRHA approved the implementation of a CDBG DPA Program for eligible homebuyers purchasing Fairfax County Affordable Dwelling Units (ADUs) and Workforce Dwelling Units (WDUs) through the County's homeownership program (Attachment 2). Up to \$10,000 was authorized as a forgivable loan for qualifying low- and moderate-income households with incomes up to 80% AMI to reduce CDBG-eligible costs associated with buying a home.

HCD staff has been administering and monitoring this CDBG DPA Program since its implementation.

Eligible uses of the CDBG funds include:

- Reduction of the first mortgage principal amount;
- Reduction of the lender-required down payment;
- Paying points to reduce the interest rate of a mortgage loan;
- Assisting homebuyers with private mortgage insurance; and/or

Paying reasonable closing costs.

When the CDBG DPA Program was approved and implemented in 2019, total costs to close for eligible first-time home purchases were estimated to be \$8,000 to \$10,000 or more. Today, the average closing costs for purchasing households exceed \$15,000. An increase in the maximum allowable loan will substantially increase the affordability for first-time homebuyers purchasing ADUs and WDUs and maximize the utilization of the DPA funds.

#### STAFF IMPACT:

HCD staff currently administers the CDBG DPA program. Increasing the maximum loan amount does not change the staff impact.

#### FISCAL IMPACT:

The FY 2026 CDBG annual plan and appropriations in Fund 500-C50800 provide for a total of \$2,145,702 in DPA program funding. The proposed increase in DPAs would maximize utilization of those funds with no impact on alternate programs or overall CDBG funding.

#### **ENCLOSED DOCUMENTS:**

Attachment 1: Resolution Number 22-25

Attachment 2: FCRHA Program Approval, Action Item 02-19 (Adopted January 31,

2019)

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD) Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD Callahan Seltzer, Division Director, Real Estate and Community Development Finance, HCD

Gentry Alexander, Division Director, Homeownership, HCD

#### **ASSIGNED COUNSEL:**

Ryan Wolf, Senior Assistant County Attorney Susan Timoner, Assistant County Attorney

#### **Attachment 1**

#### **RESOLUTION NUMBER 22-25**

Approval to Increase the Maximum Amount of Community Development Block Grant (CDBG) Down Payment Assistance for First-Time Homebuyers

**BE IT RESOLVED THAT** the Fairfax County Redevelopment and Housing Authority (FCRHA) approves an increase to the maximum amount of CDBG Down Payment Assistance for First-Time Homebuyers to \$20,000, as described in the Action Item presented to the FCRHA on December 18, 2025; and

**BE IT FURTHER RESOLVED THAT** any Assistant Secretary may take such additional steps as reasonably necessary to implement this program change.

ACTION - 1

RESOLUTION NUMBER 02-19: <u>Approval of Community Development Block Grant Down Payment Assistance Program for Fairfax County First-Time Homebuyers</u>
Program Purchasers

#### ISSUE:

Approval of a Community Development Block Grant (CDBG) Down Payment Assistance (DPA) Program for eligible costs to qualified low- or moderate-income first-time homebuyers with income up to 80 percent of the Area Median Income (AMI) as adjusted annually by the U.S. Department of Housing and Urban Development (HUD).

#### RECOMMENDATION:

The FCRHA Housing Ownership, Management and Security (HOMS) Committee reviewed and approved placing this Item on the January 31, 2019 FCRHA meeting agenda, with a recommendation for approval.

#### TIMING:

Immediate.

#### RELATION TO FCRHA STRATEGIC PLAN:

The proposed action directly supports the FCRHA's Strategic Plan goal to generate and increase opportunities for homeownership as one means to self-sufficiency, asset growth and neighborhood stability.

#### BACKGROUND:

The Fairfax County First-Time Homebuyers (FTHB) Program presently serves families with incomes of up to 70 percent of AMI and purchasers of Workforce Dwelling Units (WDUs) with incomes from 80 to 120 percent of AMI. The FCRHA applied for grant funding to help WDU purchasers and received funding from the Virginia Housing Development Authority (VHDA) for purchasers of homes without deed restrictions, as required by the grant funding. Currently, there is no financial assistance for FTHB Program purchasers with income below 80 percent AMI. In the past, CDBG funds were used for FTHB purchasers until federal budget cuts reduced overall CDBG funding and led to the suspension of these programs.

Approval is requested to provide up to \$10,000 in CDBG funds as a forgivable loan for FTHB Program purchasers with income below the CDBG income limits (set at 80 percent AMI) to reduce CDBG-eligible costs associated with buying a home. The

CDBG 80 percent AMI limits are below the FTHB 70 percent AMI limits.\* This means that FTHB unit purchasers with income below the current FTHB Program maximum will be served with these funds. If this item is approved, the CDBG funds may be used to:

- Reduce the first-mortgage principal amount;
- Reduce the lender-required down payment by up to 50 percent;
- Pay points to reduce the interest rate;
- Assist homebuyers with private mortgage insurance; and/or
- Pay reasonable closing costs.

Reasonable closing costs include the following:

- One percent for a loan origination fee plus two additional points on the loan (two percent of the loan amount);
- County tax certificate, transfer charges, revenue stamps and recordation charges;
- Title examination, settlement and attorney fees;
- Notary fees and fees associated with preparation of a deed of conveyance, a deed of trust or mortgage, and the deed of trust or mortgage note; and
- Appraisal fees and credit report charges.

The loan would be in the form of a deferred second deed of trust that is forgivable after five years of continuously living at the property and providing a notarized annual occupancy affidavit during this "Retention Period." The loan would be required to be paid upon the following "Repayment Events", including moving from the property or refinancing the principal balance or sale of the property during the retention period. The amount to be repaid would be prorated based on the number of whole years lived at the home prior to the repayment event.

The sales prices of FTHB units affordable to home purchasers with income up to 80 percent AMI range from approximately \$100,000 to \$200,000. Total costs to close homes in this price range are from approximately \$8,000 to \$10,000 or more.

#### CDBG DPA Requirements

Purchasers must meet existing FTHB Program and underwriting requirements summarized below to receive CDBG DPA. In addition, purchasers must meet CDBG income limits. The CDBG program requires fund recipients to come up with 50 percent of the lender-required down payment. Funding will not be provided until the purchaser has signed a contract to purchase a FTHB unit.

\* Note: HUD uses the lower of 80 percent of AMI or 100 percent of the national median income to calculate the "capped" income limits for CDBG. In Fairfax County, the CDBG limits are "capped" while the FTHB Program income limits are not.

New FTHB units are vacant when sold by the developer. Owners of existing FTHB units voluntarily agree to sell the unit to the FCRHA. In neither situation will the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) be triggered. Environmental reviews will be conducted on each property prior to allowing the new purchaser to sign a contract to purchase the FTHB unit.

#### FTHB Program Requirements Summary

All FTHB unit purchasers must:

- Have attended a FTHB Program orientation session.
- Meet the definition of a first-time homebuyer, specifically:(i) have not owned a home
  in the past three years;(ii) demonstrate they are divorced or widowed and the
  property is no longer in the name of the purchaser/co-purchaser and have no
  monetary interest in the property; or (iii) be purchasing a unit in an age-restricted
  community;
- Have a VHDA Homeownership Education Certificate of Completion within one year of the home purchase contract date;
- Have an approved FTHB application, including submission of all required supporting documentation, including, but not limited to, valid government-issued photo ID, proof of citizenship or permanent residency status; proof of income from all persons in the household 18 or older; three years signed federal income tax returns with all schedules and W-2s; last three months checking/savings and investment account statements; copy of current lease, if applicable.
- Have a lender pre-approval letter with credit scores for each person on the loan, income source and amount for each source of income, cash on hand, monetary gifts, total grants, total verified assets, principal and interest, taxes, hazard insurance, mortgage insurance premium, condominium and/or homeowner association fees, loan type, debt-to-income ratios, maximum loan amount, interest rate and maximum purchase price.

Under no circumstances may the total amount of indebtedness exceed the control price for the FTHB unit. This means that some of the CDBG funding must be used to reduce the first-mortgage principal amount.

It is anticipated that twenty CDBG DPA loans will be provided to FTHB Program purchasers in CY 2019. Since the CDBG Action Plan currently includes an activity for homeownership financial assistance, Board of Supervisors ("Board") approval is not necessary for approval of this item. However, the Board will be notified if this item is approved.

#### **STAFF IMPACT**:

Environmental reviews, administration and compliance monitoring of the CDBG DPA Program will be absorbed by current staff.

#### **FISCAL IMPACT**:

Funding in the amount of \$200,000 is available in Fund 500-C50800 Homeownership Assistance Program Grant 1380060 for the CDBG DPA.

#### **ENCLOSED DOCUMENTS:**

Attachment 1: Resolution 02-19

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development, (HCD)

Hossein Malayeri, Deputy Director, Real Estate, Finance and Development, HCD Carol Erhard, Director, Homeownership and Relocation Services, HCD

ADMINISTRATIVE - 01

RESOLUTION NUMBER 23-25: <u>Establishing the Schedule of Meeting Dates for Calendar Year 2026 for the Fairfax County Redevelopment and Housing Authority</u>

#### ISSUE:

The schedule of Fairfax County Redevelopment and Housing Authority (FCRHA) meeting dates for calendar year 2026 must be established in accordance with Article III, Section 2 of the FCRHA By-Laws, because the previously approved schedule runs through December 2025.

#### **RECOMMENDATION:**

That the FCRHA approves the proposed meeting dates for 2026.

#### TIMING:

Immediate. A meeting schedule for 2026 must be set no later than the last meeting on the current approved schedule.

#### RELATION TO FCRHA STRATEGIC PLAN:

The proposed action directly supports the FCRHA's commitment to open dialogue with the community to address changing needs and challenges.

#### BACKGROUND:

By Resolution Number 41-24, the FCRHA adopted a schedule of meeting dates for 2025, with the last regular meeting scheduled for December 18, 2025. Therefore, a new schedule is needed for 2026. The attached calendar (Attachment 2) lists proposed dates for FCRHA regular meetings, the FCRHA's Committee of the Whole meetings, and its annual meeting for January through December 2026. The proposed FCRHA regular meeting dates continue to be on Thursday, at 7:00 p.m., and the FCRHA Committee of the Whole meeting dates continue to be on Wednesday, at 6:00 p.m.

The pattern of meeting dates has remained consistent while avoiding conflicts with County holidays, religious observations and other events that would interfere with the preparation of the agenda packages, public participation, or attendance at meetings. The 2026 schedule includes eight (8) regular meetings as well as the FCRHA's annual meeting, which, per the FCRHA By-Laws, will be held in the month of September. A recess is scheduled in August to coincide with the scheduled recess of the Board of Supervisors. The anticipated schedule for meetings of the Board of Supervisors is also included in the attached calendar.

The attached Resolution establishes the Annual Meeting on September 17, 2026; sets dates and times for regular meetings and Committee of the Whole meetings throughout 2026; and designates the FCRHA Board Room as the location for all FCRHA meetings.

#### **STAFF IMPACT**:

None.

#### **FISCAL IMPACT**:

None.

#### **ENCLOSED DOCUMENTS:**

Attachment 1: Resolution Number 23-25

Attachment 2: Proposed Calendar of FCRHA Meeting Dates for January through

December 2026

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD Linda Hoffman, Director, Policy and Communications (P&C), HCD Brandy Thompson, Associate Director of Policy, P&C, HCD Nathaniel Strathearn, Policy and Program Analyst, P&C, HCD

#### Attachment 1

#### **RESOLUTION NUMBER 23-25**

# Establishing the Schedule of Meeting Dates for Calendar Year 2026 for the Fairfax County Redevelopment and Housing Authority

**BE IT RESOLVED** that the regular meetings and the Annual Meeting of the Fairfax County Redevelopment and Housing Authority for January through December 2026 will be held at the Fairfax County Redevelopment and Housing Authority Whiteside Board Room, located at 4530 University Drive, Fairfax, VA 22030, at 7:00 p.m., on the following dates unless the Chairman, or in the Chairman's absence, the Vice Chair, shall authorize a different time or location.

January 22 February 19 March 19

April No Meeting

 May
 14

 June
 18

 July
 23

August Recess

September 17 ANNUAL MEETING

October 15

November No Meeting

December 17

**BE IT FURTHER RESOLVED** that the meetings of the Fairfax County Redevelopment and Housing Authority Committee of the Whole for January through December 2026 will be held at the Fairfax County Redevelopment and Housing Authority Whiteside Board Room, located at 4530 University Drive, Fairfax, VA 22030, at 6:00 p.m., on the following dates unless the Chairman, or in the Chairman's absence, the Vice Chair, shall authorize a different time or location:

January 14 February 11 March 11

April No Meeting

May 6
June 10
July 15
August Recess
September 9

September 9 October 7

November No Meeting

December 9

#### **Attachment 2**

JANUARY 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
28	29	30	31	Anticipated County Holiday	2	3		
4	5	6	7	8	9	10		
11	12	Anticipated BOS Meeting	FCRHA Committee of the Whole	15	16	17		
18	Anticipated County Holiday	20	21	FCRHA Meeting	23	24		
25	26	27	28	29	30	31		

### FEBRUARY 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	3	4	5	6	7
	Anticipated BOS Meeting				
9	10	11	12	13	14
		FCRHA Committee of the Whole			
16	17	18	19	20	21
Anticipated County Holiday	Anticipated BOS Meeting (Advertised Budget Released)		FCRHA Meeting		
23	24	25	26	27	28
	9  16  Anticipated County Holiday	Anticipated BOS Meeting  9 10  Anticipated County Holiday  Anticipated BOS Meeting (Advertised Budget Released)	Anticipated BOS Meeting  9 10 11  FCRHA Committee of the Whole  16 17 18  Anticipated BOS Meeting (Advertised Bodget Released)	Anticipated BOS Meeting  16 Anticipated County Holiday  Anticipated BOS Meeting (Advertised Budget Released)  Anticipated Bos Meeting (Advertised Budget Released)	Anticipated BOS Meeting  16 17 18 19 20  Anticipated County Holiday  Anticipated Released)  FCRHA Committee of the Whole

	MARCH 2026								
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY				
2	Anticipated BOS Meeting	4	5	6	7				
9	10	FCRHA Committee of the Whole	12	13	14				
16	Anticipated BOS Meeting	18	FCRHA Meeting	20	21				
23	24	25	26	27	28				
30 FAIRFAX	COUNTY PU	JBLIC SCHO	2 OOLS SPRING	3 G BREAK	4				
	9 16 23 30 FAIRFAX	Anticipated BOS Meeting  9 10  16 17 Anticipated BOS Meeting  23 24  30 31  FAIRFAX COUNTY PORT	Anticipated BOS Meeting  9 10 11 FCRHA Committee of the Whole  16 17 18 Anticipated BOS Meeting  23 24 25  30 31 1  FAIRFAX COUNTY PUBLIC SCHOOLE	2       3       4       5         Anticipated BOS Meeting       9       10       11       12         FCRHA Committee of the Whole       18       19         Anticipated BOS Meeting       FCRHA Meeting         23       24       25       26         30       31       1       2	2       3       4       5       6         Anticipated BOS Meeting       11       12       13         FCRHA Committee of the Whole       16       17       18       19       20         Anticipated BOS Meeting       FCRHA Meeting       FCRHA Meeting       23       24       25       26       27         30       31       1       2       3         FAIRFAX COUNTY PUBLIC SCHOOLS SPRING BREAK				

APRIL 20	26					
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1	2	3	4
	FAIRFAX	COUNTY P	UBLIC SCHO	OOLS SPRIN	G BREAK	
5	6	7	8	9	10	11
12	13	14 Anticipated BOS Meeting	15 Anticipated BOS Meeting	16 Anticipated BOS Meeting	17	18
		Budget Public Hearing	Budget Public Hearing	Budget Public Hearing		
19	20	21	22	23	24	25
26	27	28 Anticipated BOS Meeting	29	30	1	2
		Budget Mark-Up				

MAY 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
26	27	28	29	30	1	2		
3	4	Anticipated BOS Meeting Budget Adoption	FCRHA Committee of the Whole	7	8	9		
10	11	12	13	FCRHA Meeting	15	16		
17	18	19 Anticipated BOS Meeting	20	21	22	23		
24	25 Anticipated County Holiday	26	27	28	29	30		
31	1	2	3	4	5	6		

#### **JUNE 2026 SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY** 2 5 31 3 4 8 9 10 11 12 13 **Anticipated FCRHA** BOS **Committee of** the Whole Meeting 15 17 18 20 14 16 19 **Anticipated FCRHA** County Meeting Holiday 21 **22** 27 23 24 25 26 **Anticipated BOS** Meeting 28 29 30 1 2 3 4

#### **JULY 2026 SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY Anticipated** County **Holiday Anticipated FCRHA** BOS **Committee of** the Whole Meeting **FCRHA** Meeting

AUGUST 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
26	27	28	29	30	31	1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25 Anticipated BOS Meeting	26	27	28	29		
30	31	1	2	3	4	5		

SEPTEMBER 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
30	31	1	2	3	4	5		
6	7 Anticipated County Holiday	8	FCRHA Committee of the Whole	10	11	12		
13	14	Anticipated BOS Meeting	16	FCRHA Annual Meeting	18	19		
20	21	22	23	24	25	26		
27	28	Anticipated BOS Meeting	30	1	2	3		

OCTOBER 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
27	28	29	30	1	2	3		
4	5	6	FCRHA Committee of the Whole	8	9	10		
11	12	Anticipated BOS Meeting	14	FCRHA Meeting	16	17		
18	19	20	21	22	23	24		
25	26	Anticipated BOS Meeting	28	29	30	31		

NOVEMBER 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
1	2	Anticipated County Holiday (Election Day)	4	5	6	7		
8	9	10	Anticipated County Holiday	<del>12</del>	13	14		
15	16	Anticipated BOS Meeting	18	19	20	21		
22	23	24	25	26 Anticipated County Holiday	27 Anticipated County Holiday	28		
29	30	1	2	3	4	5		

DECEMBER 2026								
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
29	30	1	2	3	4	5		
6	7	Anticipated BOS Meeting	FCRHA Committee of the Whole	10	11	12		
13	14	15	16	FCRHA Meeting	18	19		
20	21	22	23	24 Anticipated County Holiday	25 Anticipated County Holiday	26		
27	28	29	30	31	1	2		

**INFORMATION – 1** 

# FY 2025 Audited Financial Statements for the Fairfax County Redevelopment and Housing Authority and the Single Audit Report

Annually, the Fairfax County Redevelopment and Housing Authority (FCRHA) engages external auditors, in partnership with Fairfax County, to conduct a financial statement audit and Single Audit (Federal Compliance Audit Pursuant to 2 CFR Part 200). Cherry Bekaert, LLP (CB), the external auditor, finalized the annual audit for the FCRHA in November 2025.

Pursuant to the Code of Virginia section 30-140, the FCRHA must also submit the annual audited financial statements to the Virginia Auditor of Public Accounts. In addition, the annual audited financial statements are submitted through Electronic Municipal Market Access (EMMA) system for municipal bonds and are publicly available on the FCRHA's website.

#### FY 2025 FCRHA Financial Statements Audit Report

In FY 2025, the FCRHA received an <u>Unmodified opinion</u> as the FCRHA financial statements are presented fairly, in all material respects, in accordance with generally accepted accounting principles (GAAP).

The auditors identified <u>no material weaknesses or significant weaknesses</u> related to internal controls over financial reporting, and <u>no findings</u> related to financial statements reported in accordance with *Government Auditing Standards*.

## FY 2025 County of Fairfax Compliance Audit Pursuant to 2 CFR Part 200 and Government Auditing Standards (Single Audit Report)

In FY 2025, the Single Audit report reviewed one major HCD administered program, Home Investment Partnerships Program (14.239). The County serves as the grantee for this federal grant, which supports tenant-based rental assistance and affordable housing development and acquisitions projects that include loans or equity shares through FCRHA. The requirements of the Single Audit are established by federal legislation and regulations and are very stringent. The federal government publishes required audit procedures annually through a document called the Compliance Supplement. Typically, this document is provided in May of each year. However, as of the date of this Information Item, the federal government has not published the final Compliance Supplement for FY 2025 audits. Without the official required audit procedures, the County's auditors are unable to render opinions and issue a report on the County's federal grant program administered by HCD staff. As such, this report is omitted. This delay has no impact on the presentation of the FCRHA's audited financial statements or any compliance with laws and regulations. Staff will provide the Single Audit report as soon as it is available.

#### **ENCLOSED DOCUMENTS:**

FY 2025 FCRHA Financial Statements Annual Comprehensive Audit Report can be viewed online at <a href="https://www.fairfaxcounty.gov/housing/data/financial-statements">https://www.fairfaxcounty.gov/housing/data/financial-statements</a>.

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD

Erin Kozanecki, Director, Central Services Division, HCD

Betty Barnuevo, Assistant Director, Financial and Accounting Operations, Central Services Division, HCD

INFORMATION – 2

<u>Fiscal Year 2024 Audited Financial Statements for Fairfax County Redevelopment and Housing Authority-Controlled Partnerships and Unit Owners Associations</u>

Annually, Fairfax County Redevelopment and Housing Authority (FCRHA) conducts external audits on each of the thirteen partnerships and two condominium unit owners' associations (UOAs) that are controlled, directly or indirectly by the FCRHA. These property entities operate on a calendar year basis, January 1 to December 31. For Fiscal Year 2024 (FY 2024), FCRHA engaged the external auditor Cohn Reznick for all partnerships and UOAs.

#### FY 2024 Partnership Properties Audit Report

In FY 2024, all Partnerships and UAOs received an <u>Unmodified opinion</u> as the financial statements are presented fairly, in all material respects, in accordance with generally accepted accounting principles (GAAP).

The auditors identified <u>no material weaknesses</u> or <u>significant weaknesses</u> related to internal controls over financial reporting, and <u>no findings</u> related to financial statements reported in accordance with *Government Auditing Standards*.

# FY 2024 Partnership Properties Compliance Audit Pursuant to 24 CFR Part 5, Subpart H, 24 CFR Part 202 and the Consolidated Audit Guide for Audits of HUD Programs

In FY 2024, the HUD Programs Compliance audit provided unmodified opinions on all applicable properties except Murraygate Village, LP and FCRHA Cedar Ridge, LP. This was related to specific non-compliance activities for recertifications and maintenance of tenant files.

Murraygate Village LP: Qualified Opinion on two HUD programs: Section 8 rent subsidy and Section 221 (d)(4) mortgage insurance.

#### Finding No. 2024-1:

Management's policies with respect to the eligibility and the maintenance of tenant lease files in accordance with HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs were not consistently followed. This serves as a continuation of Finding No. 2023-1 from prior year that remains open based on the 2024 findings.

Management response and planned corrective actions: The third-party management (TPM) companies have existing policies and procedures to meet these requirements. The TPMs revised staff allocation to properties, updated and expanded training of site staff, and implemented a review process to ensure all staff adhere to existing policies and procedures as they relate to compliance. HCD staff instituted additional monthly and bimonthly

review processes to ensure compliance, as well as a third-party review of all tenant files.

Cedar Ridge LP: Qualified Opinion on one HUD program: Section 8 rent subsidy.

Finding No. 2024-1:

The project failed to follow the policies and procedures which have been established for proper tenant file maintenance and determining tenant eligibility in accordance with HUD guidelines. This serves as a continuation of Finding No. 2023-1 from prior year that remains open based on the 2024 findings.

Management response and planned corrective actions: TPMs have existing policies and procedures to meet the compliance requirements. TPMs will ensure adequate training and understanding of site staff to encourage residents to provide paperwork in a timely manner. FCRHA staff instituted additional monthly and bimonthly review processes to ensure compliance.

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD

Erin Kozanecki, Director, Central Services Division, HCD

Betty Barnuevo, Assistant Director, Financial and Accounting Operations, Central Services Division, HCD

INFORMATION – 3

#### FY 2025 Tenant Accounts Receivable Write-offs

The Fairfax County Redevelopment and Housing Authority (FCRHA) approved a policy in 2016 that allows staff to write-off tenant accounts receivables that do not exceed \$40,000 and met the guidelines in Financial Policy Statement (FPS) 436 established by the Fairfax County Department of Finance. The policy follows the Code of Virginia section 8.01-246 as to the statute of limitations for pursuing collection of debt, those debts with signed contracts is five years beginning from the due date of the initial invoice and those debts with unwritten contract, express or implied, is three years from the due date of the initial invoice.

Accordingly, the write-off of bad debt for rental payments on FCRHA portfolio properties will occur when these accounts are five years old. This period can be extended for 20 years if the debt has received a judgment by the courts, and for an additional 20-year period with additional judicial approval. All collection attempts end as soon as the account has reached the statute of limitations and are written off.

For Fiscal Year 2025, tenant accounts receivable write-offs totaled \$105,900 for three programs: \$62,248 on Fairfax County Rental properties, \$25,656 on Rental Assistance Demonstration properties, and \$17,996 for Partnership properties. The amounts vary year to year; the FY 2025 write-offs represent a \$78,353 increase from FY 2024. This is largely attributable to a few larger write-offs for which the accounts did not otherwise qualify for COVID era tenant assistance programs.

#### **ENCLOSED DOCUMENTS:**

None.

#### STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD Erin Kozanecki, Director, Central Services Division, HCD Betty Barnuevo, Assistant Director, Financial and Accounting Operations, Central Services Division, HCD