



2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Pebble Hills Estates, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Pebble Hills Estates
5. Proposed Development Address/Location: NWC of Charles Foster Ave. and John Hayes St., El Paso, Tx 79938
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):
9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$20,182,098
4. Cost per square foot: \$215.70
5. Amount of tax credits being requested of TDHCA: \$1,975,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	12	2		2	4	4
2 Bedroom	24	2		13	7	2
3 Bedroom	24			23	1	
4 Bedroom	4			4		
Totals	64	4		42	12	6

7. Is the proposed development site properly zoned for proposed development? Yes No
 a. Current Zoning: C-2 C
8. Are property taxes current for the site? Yes No
 If yes, provide a copy of current property tax receipt, or print-out from:
https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes No
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A
 Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- | | |
|---|---------------|
| Acquisition: | \$ <u>N/A</u> |
| Design/Soft Costs: | \$ _____ |
| New Construction of Housing Units: | \$ _____ |
| Rehabilitation/Conversion of Housing Units: | \$ _____ |
| Funds from other sources: | \$ _____ |
| Total Project Cost: | \$ _____ |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
 How many of the existing dwelling units are occupied? N/A Vacant? _____
 If completely vacant, how long has the property been vacant? _____
 Are any of the units owner-occupied? _____
 Will Temporary or permanent relocation be required? _____
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
 Do you agree to meet or exceed the Section 3 requirements noted above? Yes No
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
 - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):
- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
 - b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
 - c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):  _____

Printed Name/Title: Roy Lopez _____

Date: 11/11/2024 _____

FOR STAFF USE ONLY: Received by: _____ Date: _____

Review for Completeness by: _____

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
<p>1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</p>	<p>35</p>	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	<p>Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)</p>
<p>2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</p>	<p>20</p>	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum & Cultural Affairs Goal 5.14 - Schools Goal 5.17 - Civic Buildings Goal 7.12 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3) Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

<p>3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services</p>	<p>10</p>	<p>Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
<p>4. Local presence and long-term accountability in El Paso</p>	<p>15</p>	<p>Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	<p>N/A</p>

<p>5. Meets City smart growth initiative as set out in Plan El Paso</p>	<p>20</p>	<p>Each project will be evaluated and scored by City of El Paso staff. Tier 1 projects can score up to 20 points under this category. Tier 2 projects can score up to 10 points under this category. This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2. (See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown) Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3) Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 & 1.3.2) Goal 1.4 - New Neighborhoods Goal 1.5 - Outward Expansion Goal 1.9 - Industrial Lands (Policy 1.9.4) Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5) Goal 2.1 - Smart Location Principles Goal 4.1 - Compact Urban Areas (Policy 4.1.2) Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3) Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6) Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 6.4 - Housing Affordability Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3) Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e) Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 & 9.5.6) Goal 9.6 - Encourage Well-Being (Policy 9.6.6) Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9) Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9). Goal 10.7 - Energy/Public transit (Policy 10.7.2). Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources. Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development. Goal 10.10: Protect the community from risks associated with geologic conditions Goal 10.13: Protect City residents from the effects of excessive noise or vibration. Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Downtown			
<p>Goal 1.1: The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i>, apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.</p>	<p>Policy 1.1.1: City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.</p>	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
<p>Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.</p>	<p>Policy 1.2.3: Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.</p>	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p>Goal 1.3: The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p>Policy 1.3.1: Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p>Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p>Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p>Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> a. O-1 "Preserve" b. O-2 "Natural" c. O-3 "Agriculture" d. O-5 "Remote" 	-2

developed is an excellent location for expansion.	Policy 1.5.3: Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
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Outward Expansion

<p>Goal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.</p>	1
		<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1

2. Urban Design **MAXIMUM POINTS: 4**

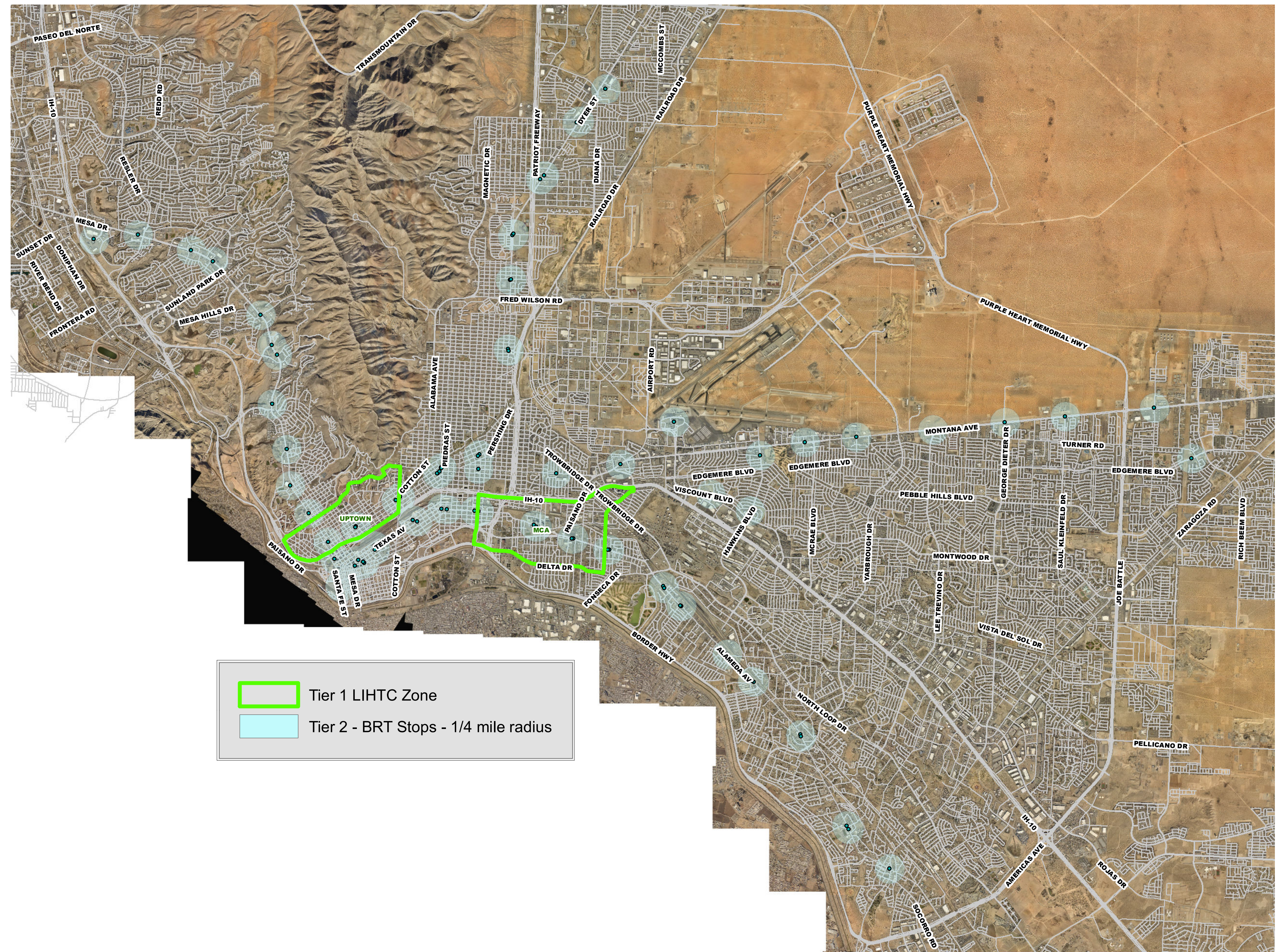
Goal	Policy	Criteria	Points
Smart Location Principles			
<p>Goal 2.1: The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.</p>	<p>Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project's boundary.</p>	<p>The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.</p>	1
	<p>Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.</p>	<p>The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.</p>	1

<p>Policy 2.1.4: Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.</p>	<p>The development either:</p> <ul style="list-style-type: none"> a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks. 	<p>1</p>
<p>Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.</p>	<p>For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.</p>	<p>1</p>
<p>Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.</p>	<p>The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.</p>	<p>-1</p>
<p>Policy 2.1.10: Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.</p>	<p>The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%</p>	<p>-2</p>
<p>Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.</p>	<p>The development is located on sites where imperiled species or ecological communities have been identified.</p>	<p>-2</p>
<p>Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.</p>	<p>For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.</p>	<p>1</p>

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
Housing Supply			
Goal 6.1: Maintain a sustainable and efficient housing supply for all residents of El Paso.	Policy 6.1.1: Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
Existing Neighborhoods			
Goal 6.2: Preserve and revitalize El Paso's existing neighborhoods.	Policy 6.2.1: Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
Walkable Neighborhoods			
Goal 6.3: El Paso's neighborhoods should become the most connected and walkable in the southwest.	Policy 6.3.1: The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
Housing Affordability			
Goal 6.4: Expand opportunities for affordable housing through new tools, technologies, and partnerships.	Policy 6.4.1: Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
Environmental Risk Factors			

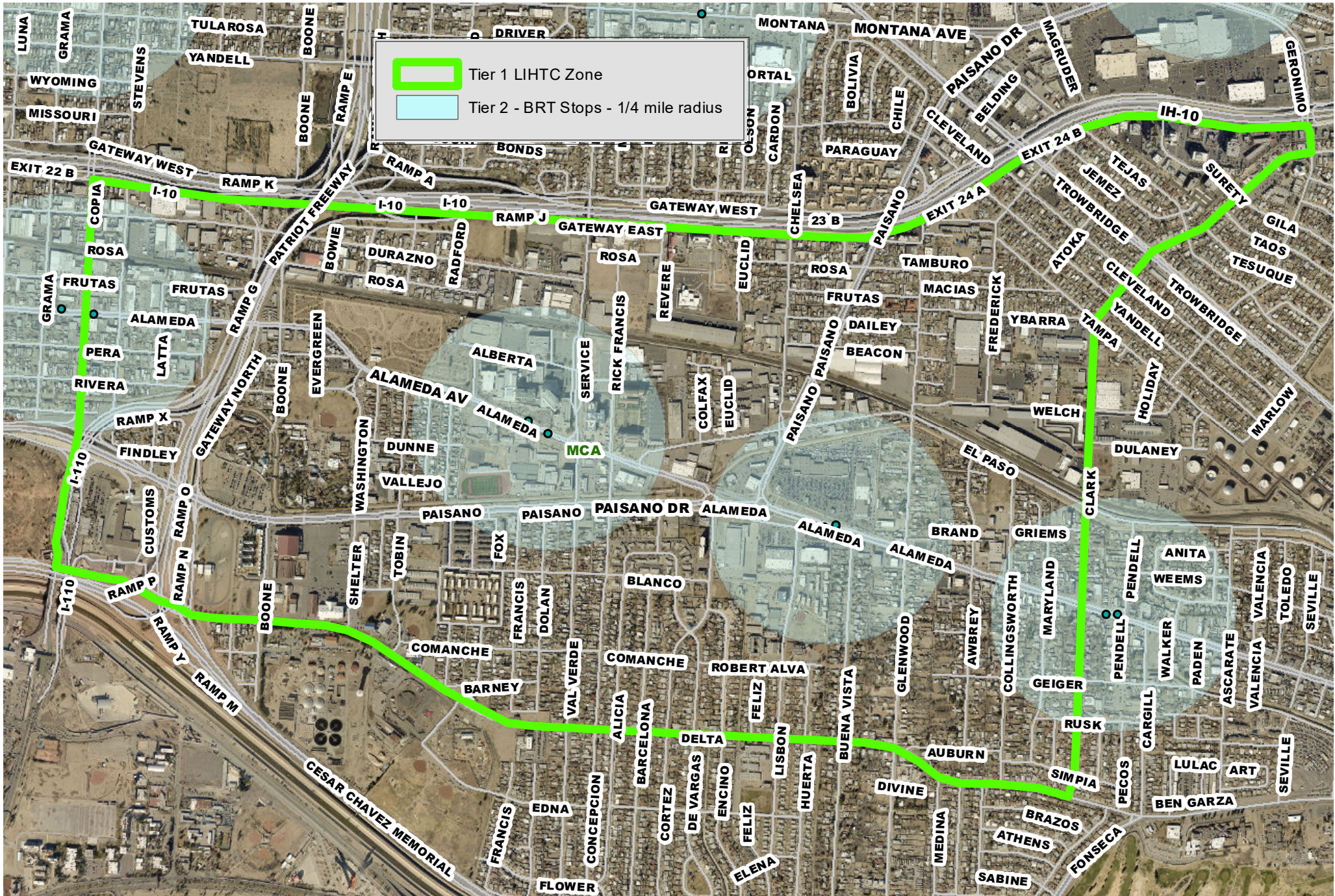
<p>Goal 9.4: Reduce exposure to environmental risk factors.</p>	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.</p>	<p>If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following:</p> <p>a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera</p>	1
	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.</p>	<p>If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.</p>	2
<p>Physical Activity</p>			
<p>Goal 9.5: Encourage physical activity through the design of the built environment.</p>	<p>Policy 9.5.6: Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.</p>	<p>For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.</p>	1
<p>10. Sustainability</p>			<p>MAXIMUM POINTS: 1</p>
Goal	Policy	Criteria	Points
<p>Stormwater</p>			

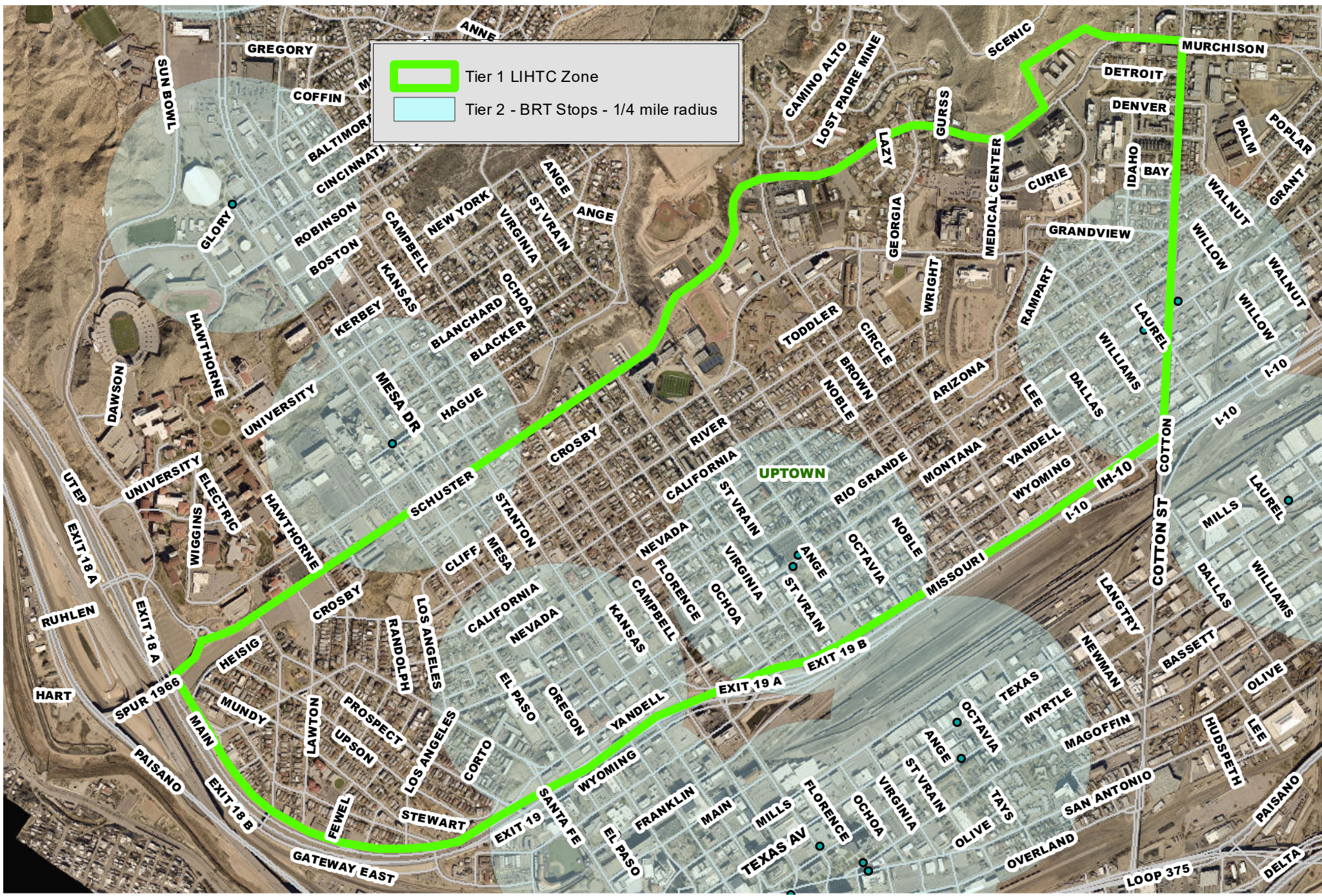
<p>Goal 10.5: Protect the community from floods and reduce the risk of flood damage.</p>	<p>Policy 10.5.9: Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.</p>	<p>If on-site ponding is required, it is designed to serve as a park-pond.</p>	<p>1</p>
<p>Atmosphere</p>			
<p>Goal 10.6: Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.</p>	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.</p>	<p>At least 50% of buildings feature vegetated roofs</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.</p>	<p>At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.</p>	<p>The development utilizes bioswales to filter stormwater.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.</p>	<p>Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.</p>	<p>-1</p>
<p>Noise and Vibration</p>			
<p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p>	<p>Policy 10.13.1: Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.</p>	<p>The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial</p>	<p>-1</p>



 Tier 1 LIHTC Zone

 Tier 2 - BRT Stops - 1/4 mile radius





 Tier 1 LIHTC Zone

 Tier 2 - BRT Stops - 1/4 mile radius

Attachment B-2

City of El Paso Evaluation Criteria

How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped family community on a 2.85-acre site in a safe and vibrant neighborhood with a poverty rate of 4.0%. Located at the NWC of Charles Foster Avenue and John Hayes Street in a 1st quartile census tract where residents will be close to supermarkets, retail outlets, restaurants, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 64-unit development will consist of twelve (12) one-bedroom, twenty-four (24) two-bedroom units, twenty-four (24) three-bedroom units and four (4) four-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. The Applicant has made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$3,774,000 at 7.0% interest with payments amortized over 40 years; (2) tax credit equity of \$16,390,861 and (3) deferred developer fee of \$17,237 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$20,182,098 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged families who are trying to improve their quality of life. The Applicant's twenty-nine (29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

How this development meets the criteria for Value Statement 2:

The proposed Pebble Hills Estates multifamily development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

How this development meets the criteria for Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/family from the surrounding neighborhood.

- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median income households.

How this development meets the criteria for Value Statement 4:

The applicant has a local presence and long-term accountability in El Paso:

- a) Past experience – Investment Builders, Inc. (IBI) is a Texas corporation formed in September 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed, and owned more than forty (40) affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are in the City of El Paso.
- b) A staff presence in El Paso of at least five (5) employees – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) Five (5) or more years of experience as part of a development team, financing, building, operating, or managing affordable housing in El Paso – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning, and managing affordable housing since 1993.
- d) Commitment to extended affordability beyond thirty (30) years – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

How this development meets the criteria for Value Statement 5:

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.4 New Neighborhoods – the proposed development will be located in a G-4 developing area of El Paso. There are numerous amenities including retail, grocery, and parks within a mile of the proposed site.

Goal 1.10.5 Growth Areas and overlays – the proposed development is proposed for families with a suburban G-4 area which will provide a greater variety of housing choices among the single-family residences in the area.

Goal 2.1 Smart Location Principals – the proposed development site will be located within ¼ miles of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

Goal 4.1 Compact Urban Area – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

Goal 4.11 Public Transportation – the proposed development will be located in a G-4 suburban area that will be within ¼ mile from a transit bus stop and within walking, biking and limited driving distance of numerous amenities.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population. The development will service families with special needs including veterans, homeless, and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is situated among several single-family neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them with the public bus stop at Pebble Hills/John Hayes stop or Charles Foster/Steffi Graff stop. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectivity.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the City to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – the proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

Goal 10.7 Energy/Public Transit – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

Regional Land Use Patterns

Policy 1.3.1 Neighborhood Retrofits – the proposed development will be located within ¼ mile from the East Cave Park and within ½ mile of Eastside Sports Complex and Walking Trail.

Urban Design

Policy 2.1.2 – the proposed development will NOT be located in an area with minimum of 90 intersections.

Policy 2.1.3 – the development will be located within ½ mile of a Sun Bus route with continuous sidewalks and dedicated bike lanes.

Policy 2.1.4 - the development will be within ½ mile of retail and employment with continuous sidewalks and dedicated bike lanes.

Policy 2.1.6 – the development will be located along a corridor with dedicated bicycle lanes.

Policy 2.1.7 - the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

Policy 2.1.10 – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

Policy 2.1.11 – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming.

Housing

Housing Supply Goal 6.1 – the development will provide five buildings with a variety of housing unit types.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Tract 48141010368 has a Housing + Transportation index of 70%. Housing is 37% and Transportation is 33%.

Health

Environmental Risk Factors Goal 9.4 – not applicable to this development.

Physical Activity Goal 9.5 – not applicable to this development.

Sustainability

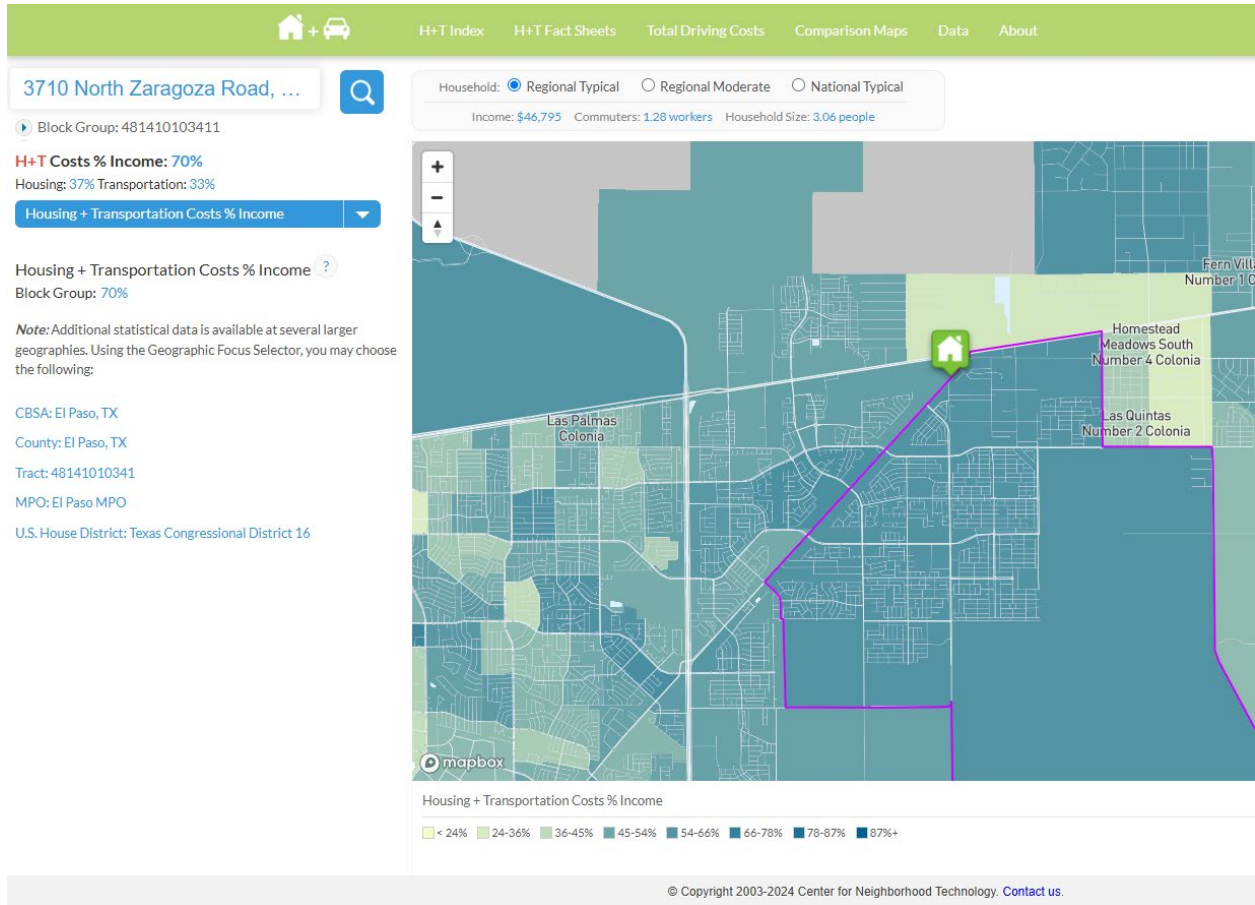
Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 - the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

Housing + Transportation Map and Score



CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1st day of December 2024 (the "**Effective Date**"), by and between Pebble Hills Estates, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

RECITALS:

A. Owner will own and operate a 64 unit family development known as Pebble Hills Estates (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred twenty and 00/100 Dollars (\$320.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting

Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to

Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner: Pebble Hills Estates, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Roy Lopez

If to Contractor: Better Texans Services, Inc.
P.O. Box 101295
Fort Worth, TX 76185
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.

16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.


17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER: Pebble Hills Estates, Ltd.,
a Texas Limited Partnership

By: Investment Builders, Inc.,
its General Partner

By: 
Name: Roy Lopez
Title: Senior Vice President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation


By: 
Aubrea Hance, President

EXHIBIT A

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Tierra Del Sol Housing Corporation
210 E Idaho, Ste B, Las Cruces, NM 88005
575-541-0477

Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Pebble Hills Estates residents. Training will be provided quarterly to all residents on-site in Pebble Hills Estates' community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy and Homebuyer Education Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Pebble Hills Estates operating budget for Program Expenses
- Computers/Internet will be available to the Pebble Hills Estates residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

Tenant Recruitment and Participation

Pebble Hills Estates residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.


Rose Garcia / Executive Director

11-8-24
Date

Attachment B-8

DUPLICATE RECEIPT VIA WEB

Note: Not a valid proof of payment for a property tax overpayment refund



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

Certified Owner:

**RANCHOS REAL INVESTMENT PROP LLC
C/O ANA GREGG
6080 SURETY DR STE 300
EL PASO , TX 79905-2067**

Legal Description:

79 TSP 2 SEC 47 T & P ABST 2145 (5.4413 AC)

Parcel Address: JOHN HAYES
Legal Acres: 5.4413

Deposit No: T01312400002
Validation No: 1
Account No: X579-999-2470-1460
Operator Code: SHERRYB

Remit Seq No: 56134730
Receipt Date: 01/31/2024
Deposit Date: 01/31/2024
Print Date: 11/11/2024 02:06 PM
Printed By: WEB USER

Prop ID No.: 620476

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	557,004	0.818875	4,561.17	0.00	0.00	4,561.17
2023	County Of El Paso	TL	557,004	0.458889	2,556.03	0.00	0.00	2,556.03
2023	El Paso Community College	TL	557,004	0.115717	644.55	0.00	0.00	644.55
2023	University Medical Center Of El Paso	TL	557,004	0.235650	1,312.58	0.00	0.00	1,312.58
2023	Socorro Isd	TL	557,004	1.249712	6,960.95	0.00	0.00	6,960.95
					\$16,035.28	\$0.00	\$0.00	\$16,035.28

> - -

- - <

Check Number(s):
01189

PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$16,035.28

Exemptions on this property:

NHS CAP LOSS

Total Applied: \$16,035.28

Change Paid: \$0.00

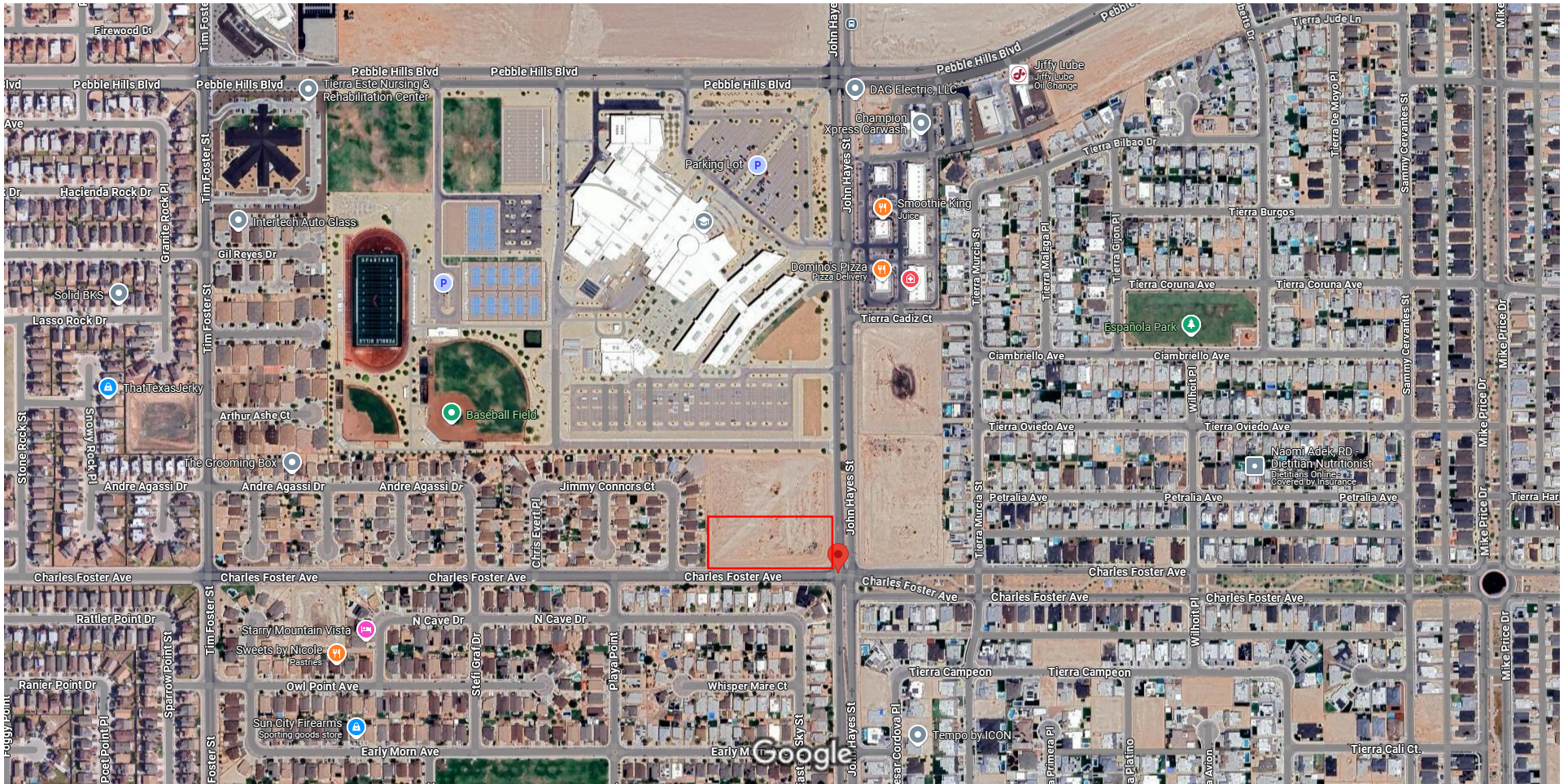
Account No: X579-999-2470-1460

PAYER

**RANCHOS REAL INVESTMENT PROP LLC
C/O ANA GREGG
6080 SURETY DR STE 300
EL PASO , TX 79905-2067**

915 212-0106

Attachment B-10



Attachment B-11

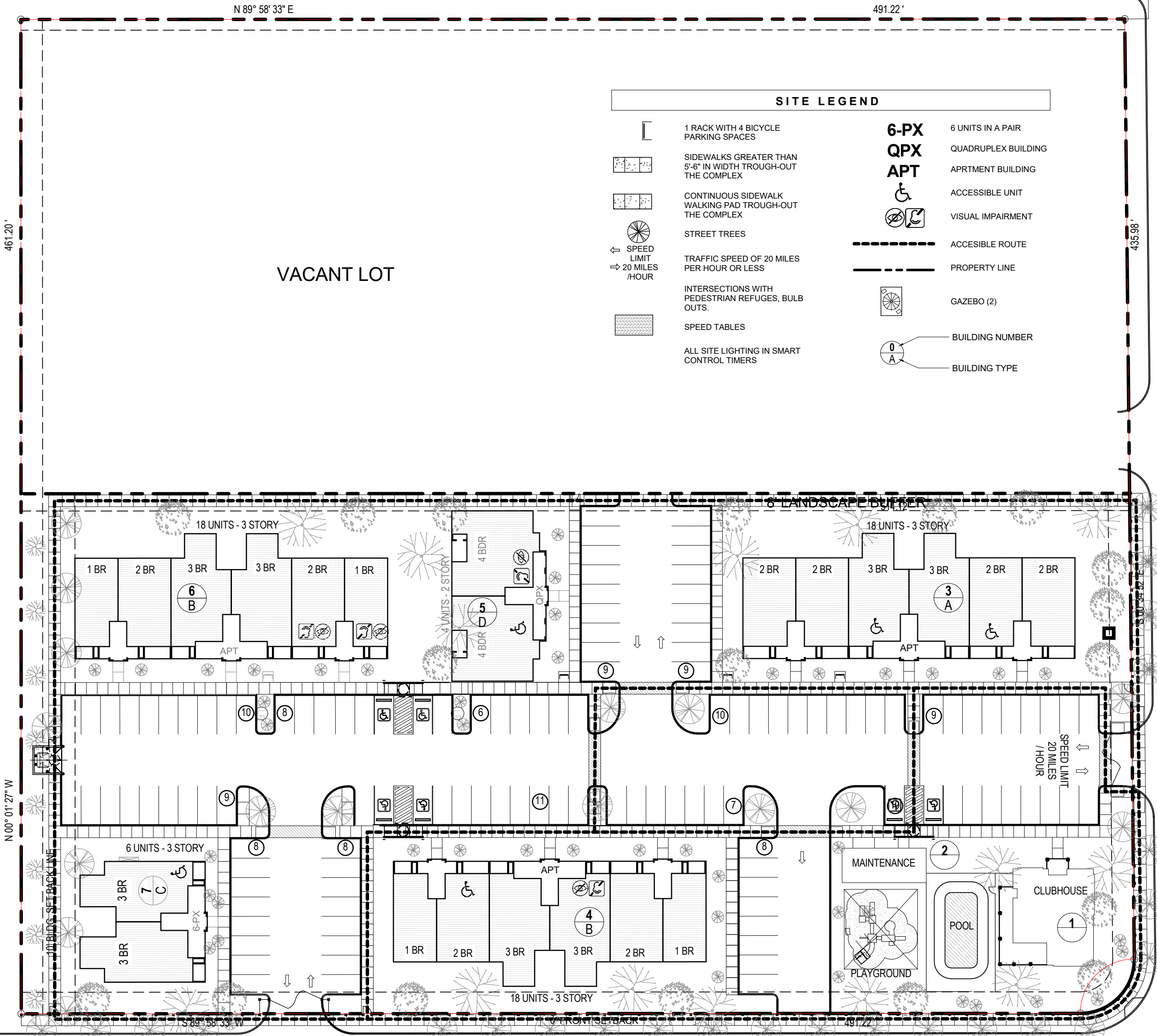
BUILDING DATA											
BLDG. I.D.	STORIES	BLDG. QTY.	UNITS PER BLDG.				UNITS PER BLDG.	UNITS PER BLDG. TYPE	BLDG. FOOTPRINT	NET AREA PER BLDG.	TOTAL NET AREA PER EA. BLDG. TYPE
			1BR	2BR	3BR	4BR					
BLDG. A	3	1	783	963	1,191	1,362	18	18	7,471	18,702	18,702
BLDG. B	3	2	6	6	6	6	18	36	7,051	17,622	35,244
QUAD. C	3	1			6		6	6	2,880	7,146	7,146
QUAD. D	2	1				4		4	3,286	5,448	5,448
TOTALS		5	12	24	24	4			27,739		66,540

UNIT DATA				
UNIT TYPE	UNIT AMOUNT	NET AREA	ACCESSIBLE 5%	VH# 2%
1 BR	12	12(783 SF) = 9,396 SF	1	1
2 BR	24	24(963 SF) = 23,112 SF	2	1
3 BR	24	24(1,191 SF) = 28,584 SF	2	1
4 BR	4	4(1,362 SF) = 5,448 SF	1	1
TOTALS	64	66,540 SF	6	4

COMMUNITY BLDG	1,496 SF
----------------	----------

PARKING DATA			
UNIT TYPE	UNIT AMOUNT	REQUIRED	TOTAL
1 BR	12	1.5/UNIT	18
2 BR	24	2/UNIT	48
3 BR	24	2/UNIT	48
4 BR	4	2/UNIT	8
TOTAL REQUIRED			122
TOTAL SHOWN			122
TOTAL ACCESSIBLE REQUIRED			5
TOTAL ACCESSIBLE SHOWN			6
TOTAL BIKE RACKS SHOWN			12

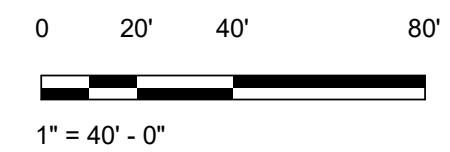
LAND DATA	
LAND AREA	124,154 SF
	2.85 ACRES



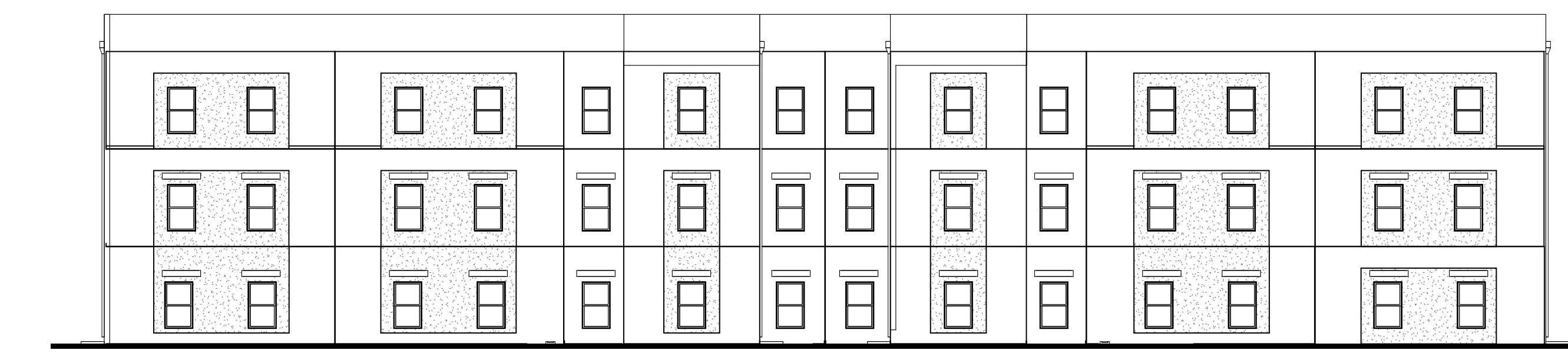
CHARLES FOSTER AVE. (76' R.O.W.)

JOHN HAYES STREET (MAJOR ARTERIAL)

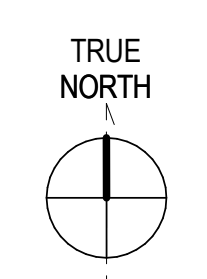
1 SITE PLAN - Plan North
1" = 40'-0"



2 3 STOREY - FRONT ELEVATION
3/32" = 1'-0"



3 3 STOREY - BACK ELEVATION
3/32" = 1'-0"



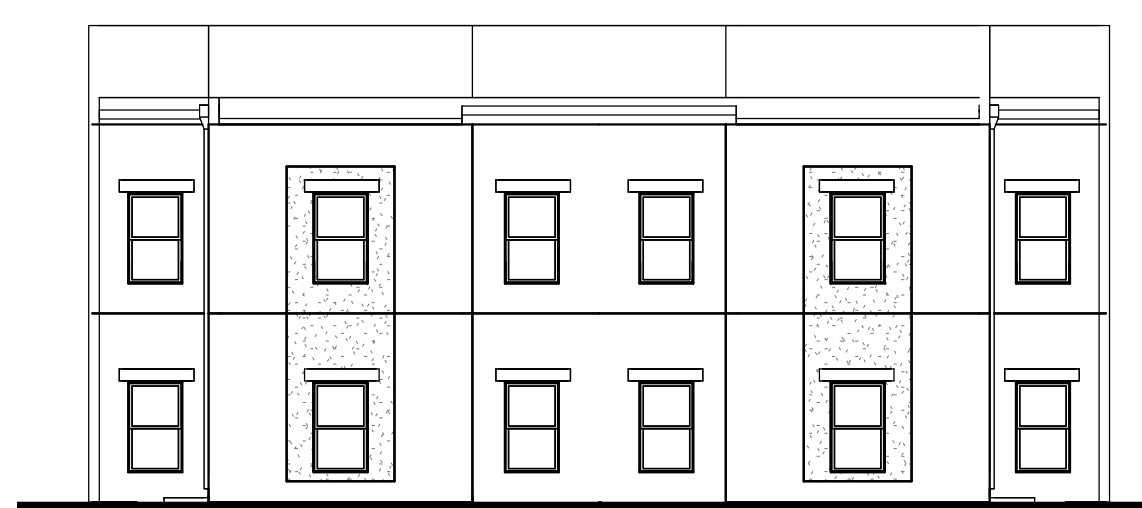
TRUE NORTH

X5799924701460
620476 EPCAD

LEGAL DESCRIPTION:
79 TSP 2 SEC 47 T & P
ABST 2145 (5.4413 AC)



4 QUADRUPLEX - FRONT ELEVATION
3/32" = 1'-0"



5 QUADRUPLEX - BACK ELEVATION
3/32" = 1'-0"

WDA
WILLIAMS & DAVIS
Planning · Architecture · Construction
2112 Murphree Dr. El Paso, TX 79903
PH: (915) 533-3777

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CONSULTANTS

PEBBLE HILLS APARTMENT

CHARLES FOSTER AVE. AND JOHN HEYS STREET
EL PASO, TEXAS, 79938

OWNER



ibitoday.com
7400 Viscount Blvd, Suite 109,
El Paso, Texas 79925

NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION
Lightbulb	241056	
Calendar	11/11/24	
Person	RH	
Glasses	FD	

SHEET TITLE

SITE PLAN

AS-101



2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- **The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).**

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: _____
2. Contact Person: _____
3. Applicant Address: _____
 Phone: _____ E-Mail: _____
4. Name of Proposed Development: _____
5. Proposed Development Address/Location: _____
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): _____
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$ _____
4. Cost per square foot: \$ _____
5. Amount of tax credits being requested of TDHCA: \$ _____
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom						
2 Bedroom						
3 Bedroom						
4 Bedroom						
Totals						

7. Is the proposed development site properly zoned for proposed development? Yes ____ No ____
 a. Current Zoning: _____
8. Are property taxes current for the site? Yes ____ No ____
 If yes, provide a copy of current property tax receipt, or print-out from:
https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ____ No ____
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ _____
 Or, total amount of requested fee waiver from the City of El Paso: \$ _____

2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	\$ _____
Design/Soft Costs:	\$ _____
New Construction of Housing Units:	\$ _____
Rehabilitation/Conversion of Housing Units:	\$ _____
Funds from other sources:	\$ _____
Total Project Cost:	\$ _____

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):

How many of the existing dwelling units are occupied? _____ Vacant? _____

If completely vacant, how long has the property been vacant? _____

Are any of the units owner-occupied? _____

Will Temporary or permanent relocation be required? _____

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.

Do you agree to meet or exceed the Section 3 requirements noted above? Yes ____ No ____

5. Submit the following financial documents (for those requesting HOME/CDBG funds):

- a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
- b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):
- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
 - b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
 - c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing **DCHDFacilities@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):  _____

Printed Name/Title: _____

Date: _____

FOR STAFF USE ONLY: Received by: _____ Date: _____

Review for Completeness by: _____

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
<p>1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</p>	<p>35</p>	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	<p>Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)</p>
<p>2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</p>	<p>20</p>	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum & Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

<p>3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services</p>	<p>10</p>	<p>Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
<p>4. Local presence and long-term accountability in El Paso</p>	<p>15</p>	<p>Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	<p>N/A</p>

<p>5. Meets City smart growth initiative as set out in Plan El Paso</p>	<p>20</p>	<p>Each project will be evaluated and scored by City of El Paso staff. Tier 1 projects can score up to 20 points under this category. Tier 2 projects can score up to 10 points under this category. This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2. (See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown) Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3) Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 & 1.3.2) Goal 1.4 - New Neighborhoods Goal 1.5 - Outward Expansion Goal 1.9 - Industrial Lands (Policy 1.9.4) Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5) Goal 2.1 - Smart Location Principles Goal 4.1 - Compact Urban Areas (Policy 4.1.2) Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3) Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6) Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 6.4 - Housing Affordability Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3) Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e) Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 & 9.5.6) Goal 9.6 - Encourage Well-Being (Policy 9.6.6) Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9) Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9). Goal 10.7 - Energy/Public transit (Policy 10.7.2). Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources. Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development. Goal 10.10: Protect the community from risks associated with geologic conditions Goal 10.13: Protect City residents from the effects of excessive noise or vibration. Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Downtown			
<p>Goal 1.1: The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i>, apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.</p>	<p>Policy 1.1.1: City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.</p>	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
<p>Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.</p>	<p>Policy 1.2.3: Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.</p>	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p>Goal 1.3: The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p>Policy 1.3.1: Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p>Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p>Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p>Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> a. O-1 "Preserve" b. O-2 "Natural" c. O-3 "Agriculture" d. O-5 "Remote" 	-2

developed is an excellent location for expansion.	Policy 1.5.3: Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
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Outward Expansion

<p>Goal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.</p>	1
		<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1

2. Urban Design **MAXIMUM POINTS: 4**

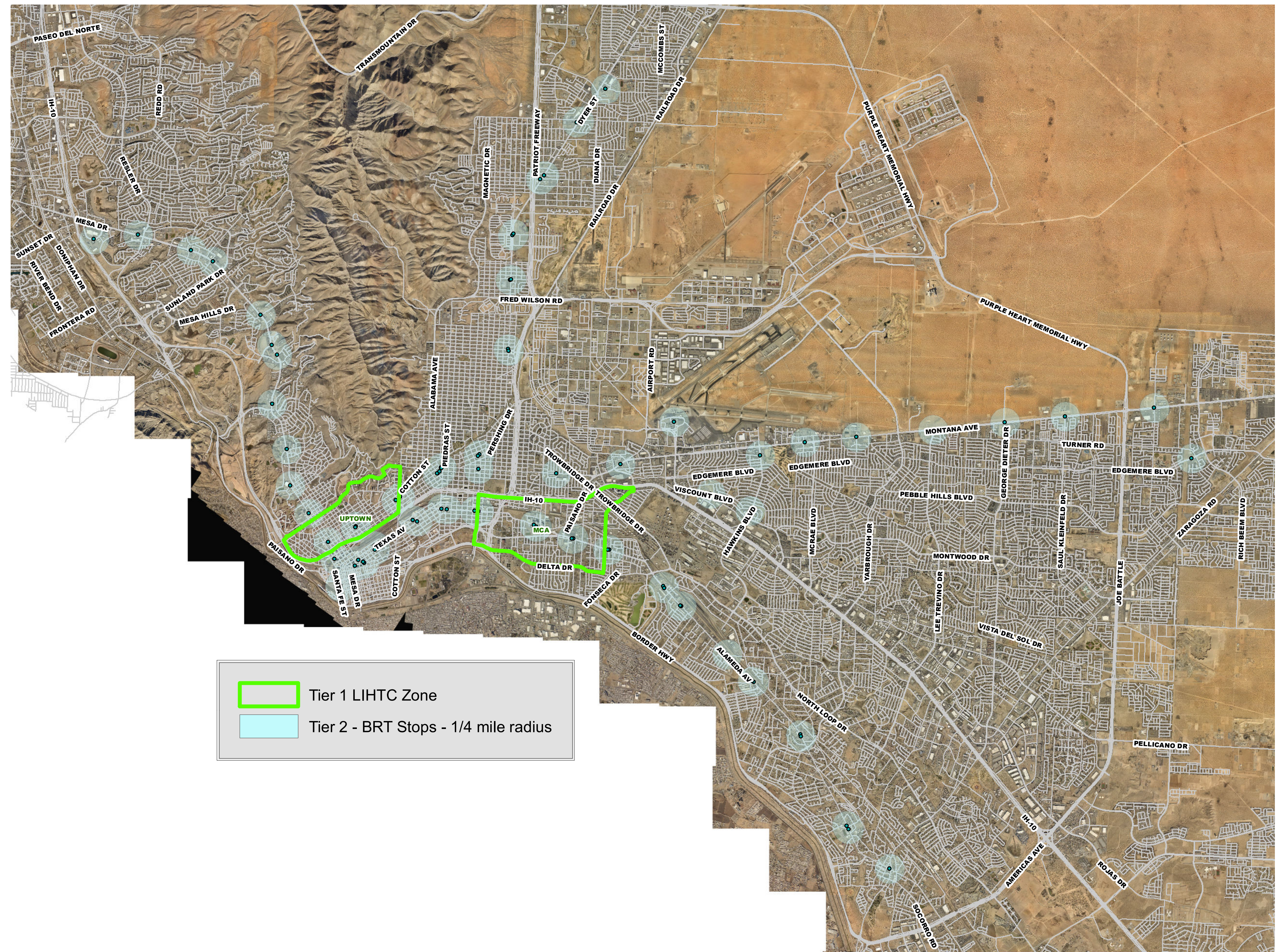
Goal	Policy	Criteria	Points
Smart Location Principles			
<p>Goal 2.1: The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.</p>	<p>Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project's boundary.</p>	<p>The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.</p>	1
	<p>Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.</p>	<p>The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.</p>	1

<p>Policy 2.1.4: Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.</p>	<p>The development either:</p> <ul style="list-style-type: none"> a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks. 	<p>1</p>
<p>Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.</p>	<p>For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.</p>	<p>1</p>
<p>Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.</p>	<p>The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.</p>	<p>-1</p>
<p>Policy 2.1.10: Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.</p>	<p>The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%</p>	<p>-2</p>
<p>Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.</p>	<p>The development is located on sites where imperiled species or ecological communities have been identified.</p>	<p>-2</p>
<p>Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.</p>	<p>For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.</p>	<p>1</p>

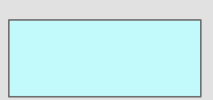
6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
Housing Supply			
Goal 6.1: Maintain a sustainable and efficient housing supply for all residents of El Paso.	Policy 6.1.1: Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
Existing Neighborhoods			
Goal 6.2: Preserve and revitalize El Paso's existing neighborhoods.	Policy 6.2.1: Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
Walkable Neighborhoods			
Goal 6.3: El Paso's neighborhoods should become the most connected and walkable in the southwest.	Policy 6.3.1: The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
Housing Affordability			
Goal 6.4: Expand opportunities for affordable housing through new tools, technologies, and partnerships.	Policy 6.4.1: Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
Environmental Risk Factors			

<p>Goal 9.4: Reduce exposure to environmental risk factors.</p>	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.</p>	<p>If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following:</p> <p>a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera</p>	1
	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.</p>	<p>If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.</p>	2
<p>Physical Activity</p>			
<p>Goal 9.5: Encourage physical activity through the design of the built environment.</p>	<p>Policy 9.5.6: Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.</p>	<p>For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.</p>	1
<p>10. Sustainability</p>			<p>MAXIMUM POINTS: 1</p>
Goal	Policy	Criteria	Points
<p>Stormwater</p>			

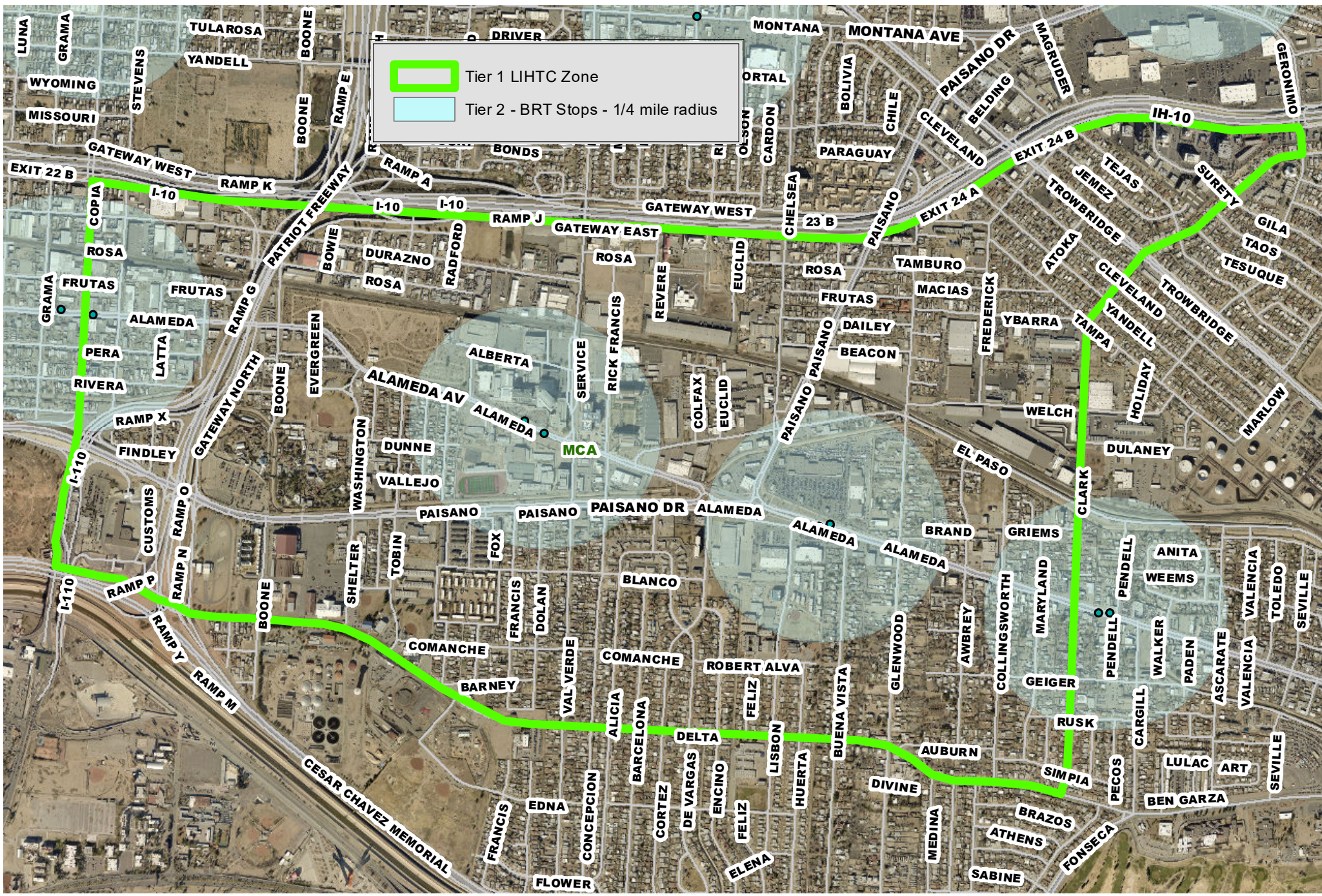
<p>Goal 10.5: Protect the community from floods and reduce the risk of flood damage.</p>	<p>Policy 10.5.9: Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.</p>	<p>If on-site ponding is required, it is designed to serve as a park-pond.</p>	<p>1</p>
<p>Atmosphere</p>			
<p>Goal 10.6: Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.</p>	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.</p>	<p>At least 50% of buildings feature vegetated roofs</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.</p>	<p>At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.</p>	<p>The development utilizes bioswales to filter stormwater.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.</p>	<p>Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.</p>	<p>-1</p>
<p>Noise and Vibration</p>			
<p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p>	<p>Policy 10.13.1: Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.</p>	<p>The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial</p>	<p>-1</p>



Tier 1 LIHTC Zone



Tier 2 - BRT Stops - 1/4 mile radius

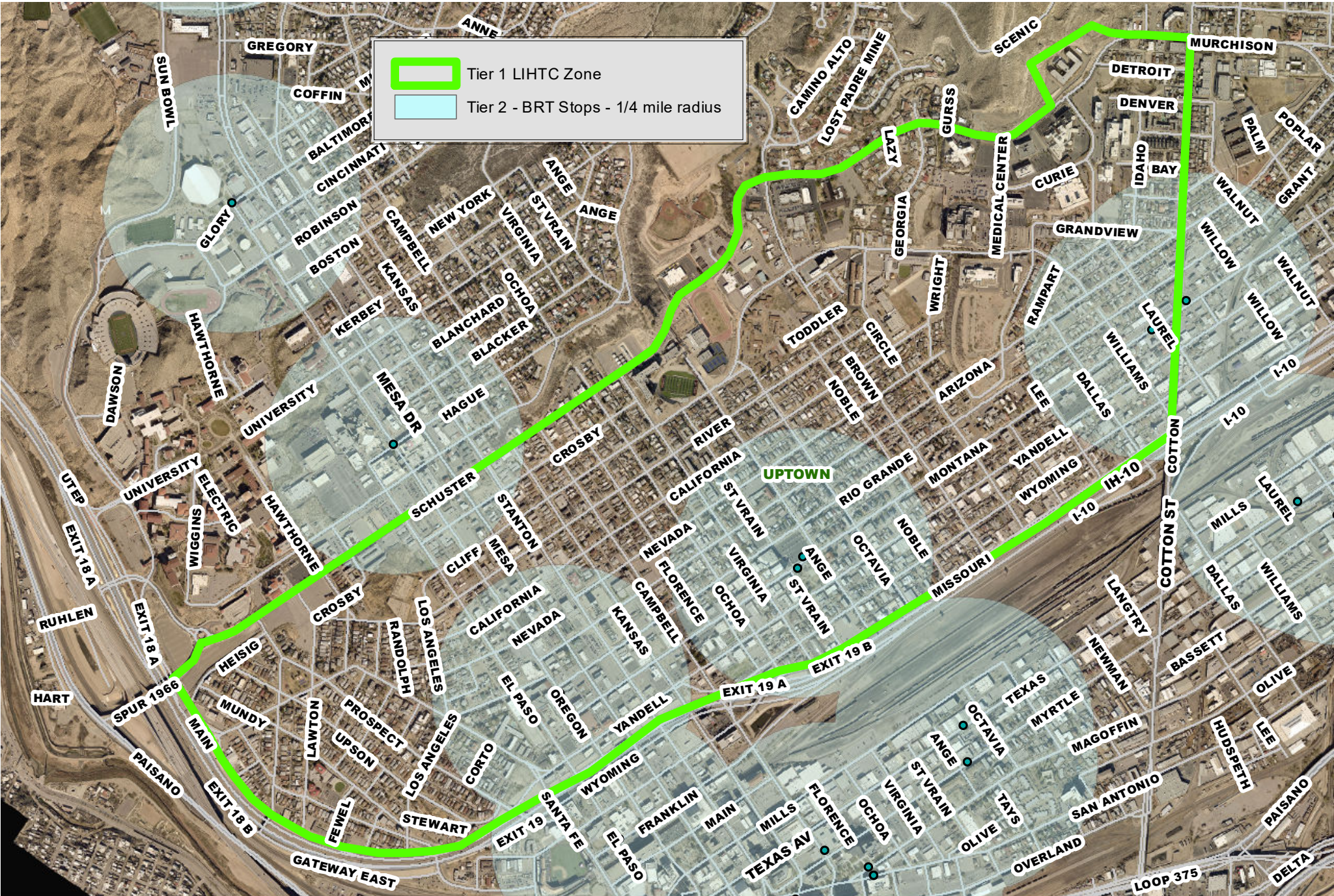


Tier 1 LIHTC Zone

Tier 2 - BRT Stops - 1/4 mile radius

LUNA GRAMA STEVENS TULAROSA BOONE DRIVER MONTANA MONTANA AVE MAGRUDER GERONIMO
WYOMING MISSOURI YANDELL BOONE RAMP E ORTAL BOLIVIA CHILE PAISANO DR BELDING
EXIT 22 B GATEWAY WEST I-10 RAMP K BONDS OLSON CARDON PARAGUAY CLEVELAND EXIT 24 B IH-10
COPIA I-10 RAMP A GATEWAY WEST GATEWAY WEST 23 B EXIT 24 A TROWBRIDGE SURETY
ROSA FRUTAS DURAZNO RADFORD ROSA REVERE EUCLID CHELSEA TAMBURO MACIAS JEMEZ
GRAMA FRUTAS ALAMEDA LATA RIVERA BOONE EVERGREEN ALBERTA SERVICE RICK FRANCIS BEACON ATOKA TROWBRIDGE
RAMP X GATEWAY NORTH BOONE ALAMEDA AV ALAMEDA COLFAX EUCLID PAISANO PAISANO DAILEY YBARRA TROWBRIDGE
FINDLEY RAMP O WASHINGTON DUNNE VALLEJO MCA GOLFAX BEACON ATOKA CLEVELAND TROWBRIDGE
CUSTOMS RAMP P PAISANO PAISANO PAISANO DR ALAMEDA ALAMEDA WELCH HOLIDAY YANDELL
RAMP Y RAMP M BOONE SHELTER TOBIN FOX FRANCIS DOLAN BRAND GRIEMS YBARRA TAMPA
BARNEY VAL VERDE COMANCHE COMANCHE ROBERT ALVA ALAMEDA EL PASO DULANEY
FRANCIS EDNA CONCEPCION ALICIA BARCELONA DELTA FELIZ LISBON BUENA VISTA GLENWOOD AWBREY MARYLAND
FLOWER CONCEPTION ALICIA BARCELONA DELTA FELIZ LISBON BUENA VISTA GLENWOOD AWBREY MARYLAND
CORTEZ DE VARGAS ENCINO FELIZ LISBON HUERTA BUENA VISTA GLENWOOD AWBREY MARYLAND
ELENA FELIZ LISBON HUERTA BUENA VISTA GLENWOOD AWBREY MARYLAND
DIVINE AUBURN RUSK GEIGER PENDELL ANITA WEEMS VALENCIA TOLEDO SEVILLE
MEDINA BRAZOS ATHENS SIMPIA PECOS CARGILL WALKER PADEN ASCARATE VALENCIA VALENCIA
SABINE FONSECA BEN GARZA LULAC ART SEVILLE

 Tier 1 LIHTC Zone
 Tier 2 - BRT Stops - 1/4 mile radius



The proposed development, Pebble Hills Place, is thoughtfully designed to address El Paso's urgent need for affordable housing, creating a safe, inclusive, and sustainable community for low to moderate-income families. Our mission is to provide a nurturing environment where families can thrive, supporting their journey towards a better quality of life.

As the developer, Green Mills Group brings a deep commitment to building high-quality, sustainable, and affordable housing communities. With a proven track record in similar projects, Green Mills Group is dedicated to ensuring that Pebble Hills Place meets the highest standards of livability and sustainability. Our approach is rooted in understanding the unique needs of the El Paso community and delivering solutions that are both innovative and responsive.

To make this vision a reality, Green Mills Group will seek an allocation of 9% Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs (TDHCA). This crucial financing mechanism will enable us to designate housing units specifically for families earning up to 60% of the Area Median Income (AMI), ensuring that even the most vulnerable members of our community have access to quality housing.

Our development strategy is multi-faceted, reflecting core objectives that resonate with the community's values and TDHCA's criteria. We are committed to creating a development that not only provides affordable housing but also enhances the overall well-being of its residents through sustainable design, community amenities, and access to essential services. By aligning with local values and leveraging the expertise of Green Mills Group, Pebble Hills Place will be a cornerstone of community development in El Paso.

****Value Statement 2: Support Breaking the Cycle of Poverty and Supporting Upward Mobility****

Pebble Hills Place is committed to supporting senior residents in breaking the cycle of poverty and fostering upward mobility by providing targeted services that enhance their quality of life and promote independence. We will obtain an MOU from a local service provider as we recognize the unique challenges faced by seniors, the community will offer a range of services that address both the immediate and long-term needs of older adults, ensuring they have the resources and support to thrive.

For example, the development will provide access to healthcare services that are essential for seniors, including regular on-site health checkups, wellness programs, and partnerships with local health providers for chronic disease management. These services will ensure that seniors can maintain their health and remain independent for as long as possible.

In addition, social services specifically tailored for seniors will be available, such as assistance with accessing social security benefits, and support for those facing mobility challenges. Senior residents will also have access to programs that combat isolation, such as group activities, social clubs, and volunteer opportunities, fostering a sense of community and belonging.

Educational/Financial support services will be particularly important for seniors on fixed incomes. Workshops on budgeting, managing retirement savings, and accessing affordable healthcare programs will be offered to help seniors maintain financial stability. Furthermore, partnerships with local agencies may provide additional support for housing assistance, food programs, and other critical services that improve residents' lives.

To further support upward mobility, Pebble Hills Place will help seniors explore opportunities for volunteerism and part-time employment within the community, offering a way to remain active and engaged while supplementing their income. These programs aim to empower seniors, giving them not just a place to live, but the tools to lead fulfilling, independent lives.

By offering these services, Pebble Hills Place will provide seniors with the resources they need to overcome barriers, remain independent, and break the cycle of poverty, ensuring that they live their later years with dignity, support, and opportunities for growth.

****Value Statement 3: Opportunity for Inclusiveness and Access to Public Services****

Pebble Hills Place is committed to creating an inclusive environment where senior residents can easily access essential public services and live with dignity and independence. By ensuring that senior residents have seamless access to both community resources and public services, the project will support a fulfilling and active lifestyle for older adults, addressing their unique needs and preferences.

A key component of this commitment is ensuring that seniors have convenient access to public transportation, which will be critical for those who no longer drive. The development will be located near bus routes to help seniors access medical

appointments, grocery stores, community centers, and other essential destinations. In addition, we will work closely with local healthcare providers to offer on-site health services, such as free wellness checks, flu vaccinations, and mental health counseling, ensuring seniors have access to necessary healthcare services without the challenges of transportation or long wait times.

To foster inclusivity, Pebble Hills will host regular social activities specifically for senior residents, such as bingo nights, book clubs, arts and crafts workshops, and educational seminars on topics relevant to seniors, like retirement planning or estate management. These activities will not only combat loneliness and isolation, which is a growing concern among older adults, but also build connections between residents, creating a supportive and engaging community.

Additionally, the community will provide easy access to vital social services. This includes assistance with applying for senior benefits, such as Supplemental Security Income (SSI), Medicaid, and Supplemental Nutrition Assistance Program (SNAP), as well as connecting residents with legal aid for issues like tenant rights or elder law. These services will be delivered through partnerships with local agencies and will be available on-site or via community outreach.

By prioritizing inclusiveness and ensuring that senior residents have access to both public services and a broad range of community resources, Pebble Hills Place will enable older adults to live with greater independence, security, and social engagement, thereby enhancing their overall quality of life.

The Pebble Hills Blvd and N Zaragoza Rd intersection in El Paso offers a convenient location with access to various amenities. Here's a breakdown of what's nearby:

Transportation:

- **Public Transit:** Pebble Hills Place will benefit from the proximity to Sun Metro bus stops along Pebble Hills Blvd and N Zaragoza Rd, both within a short walking distance. These stops provide convenient connections to various parts of El Paso, making daily commutes and travel accessible for residents. You can use the Moovit app to plan your routes and check real-time schedules.
- **Ride-sharing:** Uber and Lyft services are readily available in the area, offering flexible transportation options.
- **Major Roads:** Pebble Hills Blvd and N Zaragoza Rd are major thoroughfares, allowing for easy driving access to other parts of El Paso. The strategic location of Pebble Hills Place ensures that residents have quick and convenient access to the broader El Paso area, enhancing their mobility and overall quality of life.

Public Resources:

- **Shopping:**
 - Walmart Supercenter is approximately 0.5 miles away.
 - Albertsons is about 1 mile away.
 - Several strip malls with various retail options are within a 1-mile radius.
- **Dining:**
 - A variety of fast-food chains and local restaurants are within walking distance or a short drive.
- **Healthcare:**
 - Sierra Medical Center is about 2.5 miles away.
 - Numerous medical clinics and urgent care centers are within a 3-mile radius.
- **Education:**
 - Pebble Hills High School is within a 1-mile radius.
 - Pebble Hills Elementary School is within a 1-mile radius.
 - Montwood Middle School is within a 3-mile radius.
- **Parks and Recreation:**
 - Tierra Buena dog park is across the street from the property. Tierra Este Park is approximately 1.5 miles away, offering recreational facilities like playgrounds and picnic areas.
 - Other community parks and green spaces are accessible within a 3-mile radius.
- **Libraries:**
 - The closest public library, Esperanza Acosta Moreno Branch, is 0.5 miles away.

****Value Statement 4: Local Presence and Long-term Accountability in El Paso****

(A) As an experienced developer of affordable housing in Florida, Green Mills Group is expanding its mission to El Paso, Texas, bringing a proven record in constructing, operating, and managing high-quality affordable housing developments. While this is our first project in El Paso, we have successfully completed multiple seniors communities throughout the state of Florida, demonstrating our commitment to long-term affordability and sustainable community impact.

(B) Green Mills is deeply committed to creating a strong local presence and long-term accountability in El Paso. Initially, we'll work with a local consultant and build relationships to ensure alignment with the community's needs. Our approach will involve continuous engagement with community stakeholders, transparent operations, and a dedication to the ongoing improvement of the community. We believe that fostering a

lasting relationship with the residents and the broader El Paso community is essential for the project's success and sustainability. Please find below a breakdown of Green Mills local presence and long-term accountability plan in El Paso:

Engagement with Local Stakeholders: We will establish a local management office within the Pebble Hills Place community, ensuring that our team is always accessible to residents and the community. This office will be staffed by local professionals who understand the unique needs and dynamics of El Paso. Regular community meetings will be held to provide a platform for residents to voice their concerns, suggestions, and feedback. By fostering open communication, we aim to create a responsive and resident-focused management approach.

Partnerships with Local Organizations: Pebble Hills Place will collaborate with local non-profits, community organizations, and government agencies to provide a comprehensive range of services and programs for residents. For example, we will partner with organizations like Project BRAVO and the El Paso Food Bank to offer food assistance and energy efficiency programs. Additionally, partnerships with local healthcare providers and educational institutions will facilitate health and wellness services, as well as educational opportunities for residents.

Transparent Operations and Reporting: Transparency is a cornerstone of our commitment to accountability. We will provide regular updates on the project's progress, financial health, and community impact through newsletters, community meetings, and our website.

Ongoing Community Development: Our long-term commitment includes continuous investment in the community's development. This means not only maintaining the quality and safety of the community but also contributing to the neighborhood's overall well-being. We will support local businesses by sourcing goods and services locally whenever possible, thus contributing to the local economy. Furthermore, we plan to sponsor community events, such as health and job fairs, to promote community cohesion and provide valuable resources to residents.

Sustainability and Environmental Responsibility: Pebble Hills Place is committed to environmental sustainability, which is a key aspect of our accountability to the community. We will implement green building practices and energy-efficient technologies to reduce the environmental footprint of the complex. Regular environmental audits will be conducted to ensure compliance with sustainability goals and to identify opportunities for further improvement.

By maintaining a strong local presence, fostering transparent operations, and engaging in continuous community development, Pebble Hills Place will ensure long-term accountability and a positive impact on the El Paso community. Our commitment to being a responsible and responsive community partner will help create a thriving, supportive environment for all residents.

(C) Green Mills Group's expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. Our principals have managed the development and financing of 70+ residential communities representing more than 8,000 apartments and \$1 billion in total development costs. The company's principals have over 20 years of experience in developing, financing, and managing affordable housing communities throughout Florida.

(D) Our commitment to affordability goes beyond the standard 30-year requirement, and we plan to maintain affordability for a period of a minimum of 45 years.

****Value Statement 5: Meeting City Smart Growth Initiative as Set Out in Plan El Paso****

Pebble Hills Place is committed to aligning with the City of El Paso's Smart Growth Initiative as outlined in Plan El Paso. This initiative focuses on creating sustainable, livable, and vibrant communities through thoughtful urban planning and development. Our project is designed to meet these goals by incorporating key elements such as sustainable building practices, efficient land use, enhanced public transportation, and community-centered amenities.

Sustainable Building Practices: Pebble Hills Place will utilize green building techniques and materials to minimize environmental impact and promote sustainability. This includes energy-efficient appliances, water-saving fixtures, and the use of renewable energy sources such as solar panels. By reducing the carbon footprint of our development, we contribute to the City's goal of reducing greenhouse gas emissions and promoting environmental stewardship.

Efficient Land Use: Our project embraces the principles of smart growth by maximizing land use efficiency. The 4 story elevator design of Pebble Hills Place will ensure a higher density living environment that supports accessible housing for seniors, including those with mobility impairments. This approach helps to preserve open spaces and reduces urban sprawl, aligning with the city's efforts to manage growth responsibly and sustainably.

Enhanced Public Transportation: Located strategically near major public transportation routes, Pebble Hills Place will provide residents with easy access to buses and other forms of public transit. We will work closely with local transit authorities to ensure that our residents have reliable and efficient transportation options. This commitment supports the city's objective of reducing reliance on personal vehicles, decreasing traffic congestion, and lowering transportation-related emissions.

Community-Centered Amenities: To foster a sense of community and enhance the quality of life for residents, Pebble Hills Place will feature a variety of community amenities. These will include green spaces, recreational areas, and community centers that encourage social interaction and physical activity. Additionally, we will incorporate pedestrian-friendly pathways and bike lanes, promoting a walkable and bikeable environment that supports active transportation and healthy living.

Smart Growth Principles: Our development will adhere to the core principles of smart growth, such as creating walkable neighborhoods, promoting mixed-use development, and preserving critical environmental areas. By integrating residential, recreational, and commercial spaces, we create a dynamic and self-sufficient community where residents can live, work, and play without the need for extensive travel. The properties desirable location within walking distance of several parks and commercial centers will also foster walkability and reduce the reliance on motor vehicles.

Partnerships and Community Engagement: We will engage with local stakeholders, including city planners, community organizations, and residents, to ensure that our project meets and exceeds the needs and expectations of the community. Regular consultations and feedback sessions will be held to align our development with the broader goals of Plan El Paso. By fostering strong partnerships and maintaining open lines of communication, we aim to create a development that is both beneficial to residents and harmonious with the city's vision for growth.

By incorporating these elements, Pebble Hills Place not only provides affordable housing but also supports El Paso's Smart Growth Initiative. Our commitment to sustainable development, efficient land use, enhanced transportation, and community engagement ensures that our project contributes positively to the city's long-term goals of creating a sustainable, livable, and vibrant community.

****TDHCA Criteria:****

The project meets the Texas Department of Housing and Community Affairs (TDHCA) criteria by focusing on several key areas:

Affordability: The development will offer rental units at rates affordable to households earning 60% or less of the area median income (AMI), ensuring that housing remains within reach for low to moderate-income families. There will be 10% units at 30% AMI median income and 20% at 50% AMI.

Location Efficiency: Pebble Hills Place will be strategically located near public transportation, schools, healthcare facilities, and employment centers, enhancing residents' access to essential services and opportunities. The site is positioned to be competitive due to its proximity to these features for TDHCA's tiebreaker criteria.

Quality and Safety: The construction and design of the community will adhere to high standards of quality and safety, providing residents with secure and durable homes.

Community Services: The project will include on-site services and programs aimed at improving residents' lives, such as financial literacy workshops and healthcare clinics.

The primary purpose of the Pebble Hills Place is not only to provide affordable housing but to create a supportive, sustainable, and inclusive community that enhances the overall well-being and economic stability of its residents.

2024 TAX STATEMENT



MARIA O. PASILLAS, RTA
 CITY OF EL PASO TAX ASSESSOR COLLECTOR
 221 N. KANSAS, STE 300
 EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

Certified Owner:

GENAGRA LP
 5009 VISTA DEL MONTE ST
 EL PASO, TX 79922-2034

Legal Description:

79 TSP 2 SEC 46 T & P ABST 8078 TR 2-C
 (15.6186 AC)

Account No: X579-999-2460-0900

Prop. ID. No.: 639736

Legal Acres: 15.6186

Parcel Address: N ZARAGOZA RD

As of Date: 11/12/2024

Print Date: 11/12/2024

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$1,925,747	\$0	\$1,925,747	\$1,925,747	\$0	\$0	\$0	\$1,925,747

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
CITY OF EL PASO	\$1,925,747		\$0.00	\$1,925,747	0.7614050	\$14,662.73
COUNTY OF EL PASO	\$1,925,747		\$0.00	\$1,925,747	0.4263230	\$8,209.90
<i>Amount saved by additional sales tax revenue \$2,111.04</i>						
EL PASO COMMUNITY COLLEGE	\$1,925,747		\$0.00	\$1,925,747	0.1077860	\$2,075.69
UNIVERSITY MEDICAL CENTER	\$1,925,747		\$0.00	\$1,925,747	0.2195260	\$4,227.52
SOCORRO ISD	\$1,925,747		\$0.00	\$1,925,747	1.0589000	\$20,391.73

Total Tax: \$49,567.57
Total Tax Paid to date: \$0.00
Total Tax Remaining: \$49,567.57

Exemptions:

AMOUNT DUE IF PAID BY:

12/02/2024 0%	12/31/2024 0%	01/31/2025 0%	02/28/2025 7%	03/31/2025 9%	04/30/2025 11%
\$49,567.57	\$49,567.57	\$49,567.57	\$53,037.30	\$54,028.66	\$55,020.01

FOR CHANGES IN MAILING ADDRESS/OWNERSHIP OR ISSUES CONCERNING VALUE/EXEMPTIONS OR RENDITIONS, PLEASE CONTACT THE CENTRAL APPRAISAL DISTRICT AT 915 780-2131. PLEASE VISIT OUR WEBSITE TO PAY ONLINE AT www.elpasotexas.gov/tax-office OR PAY BY PHONE AT (915) 212-0106

School Information:

SOCORRO ISD 2024 M&O .66890000 I&S .39000000 Total 1.0589000 2023 M&O .75460000 I&S .49511200 Total 1.2497120

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.175

Print Date: 11/12/2024



PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

TAX ASSESSOR-COLLECTOR
 PO BOX 2992
 EL PASO, TEXAS 79999-2992
 915 212-0106



* X 5 7 9 9 9 9 2 4 6 0 0 9 0 0 *

X579-999-2460-0900
 GENAGRA LP
 5009 VISTA DEL MONTE ST
 EL PASO, TX 79922-2034

AMOUNT PAID:
 \$ _____

202400639736

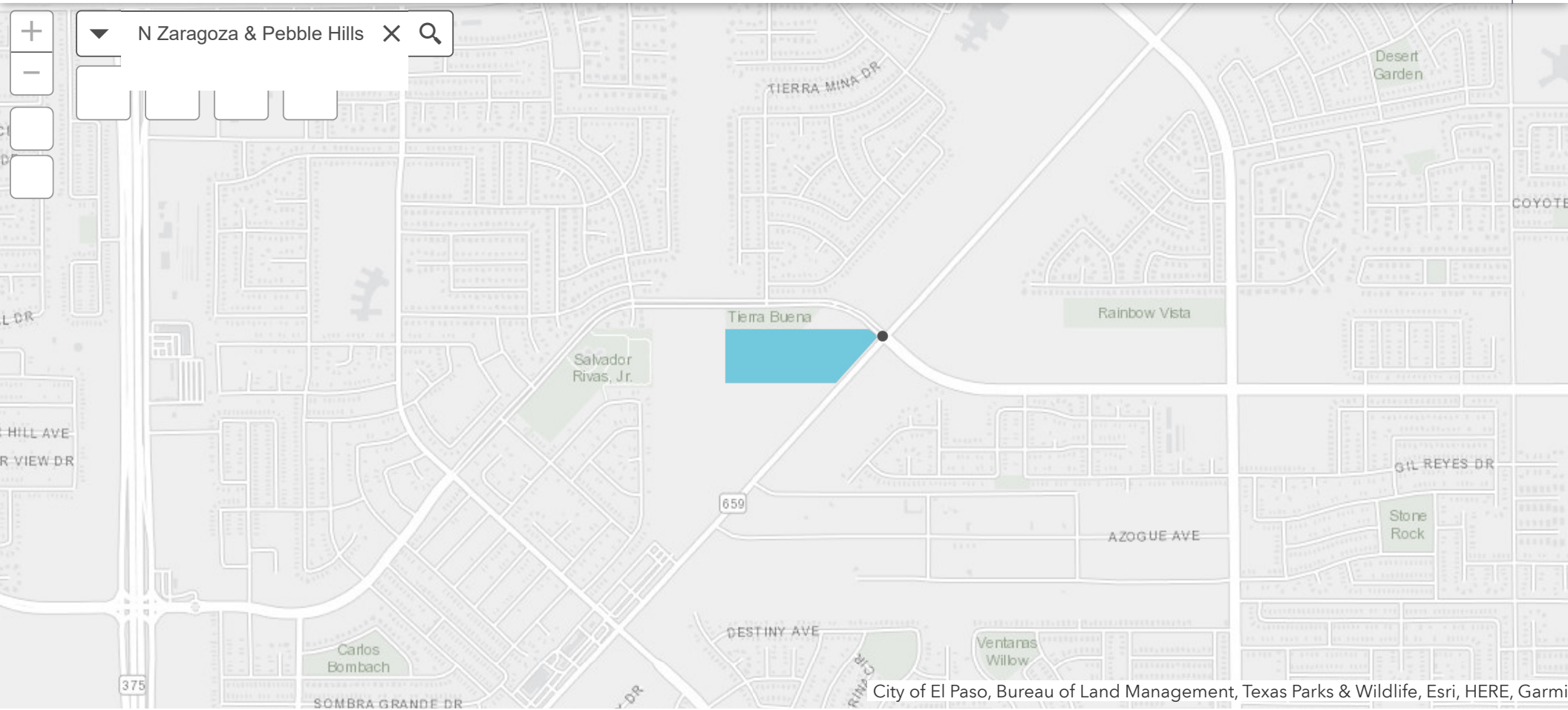
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0004956757 5

Pebble Hills Place Location Map



Map navigation controls including a search bar with the text "N Zaragoza & Pebble Hills", a search icon, and zoom in (+) and zoom out (-) buttons.



City of El Paso, Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin

0.3mi



LAND TITLE SURVEY

BEING A PORTION OF TRACT 2-C, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED AS EXHIBIT A TO HEREON REFERENCED TITLE COMMITMENT.
Containing Approximately : 678,832 SQUARE FEET OR 15.58± Acres

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
⊙	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SIGNAL CONTROL BOX
⊕	FIRE HYDRANT
⊕	ELECTRIC PULL BOX
⊕	POWER POLE
—	GUY WIRE

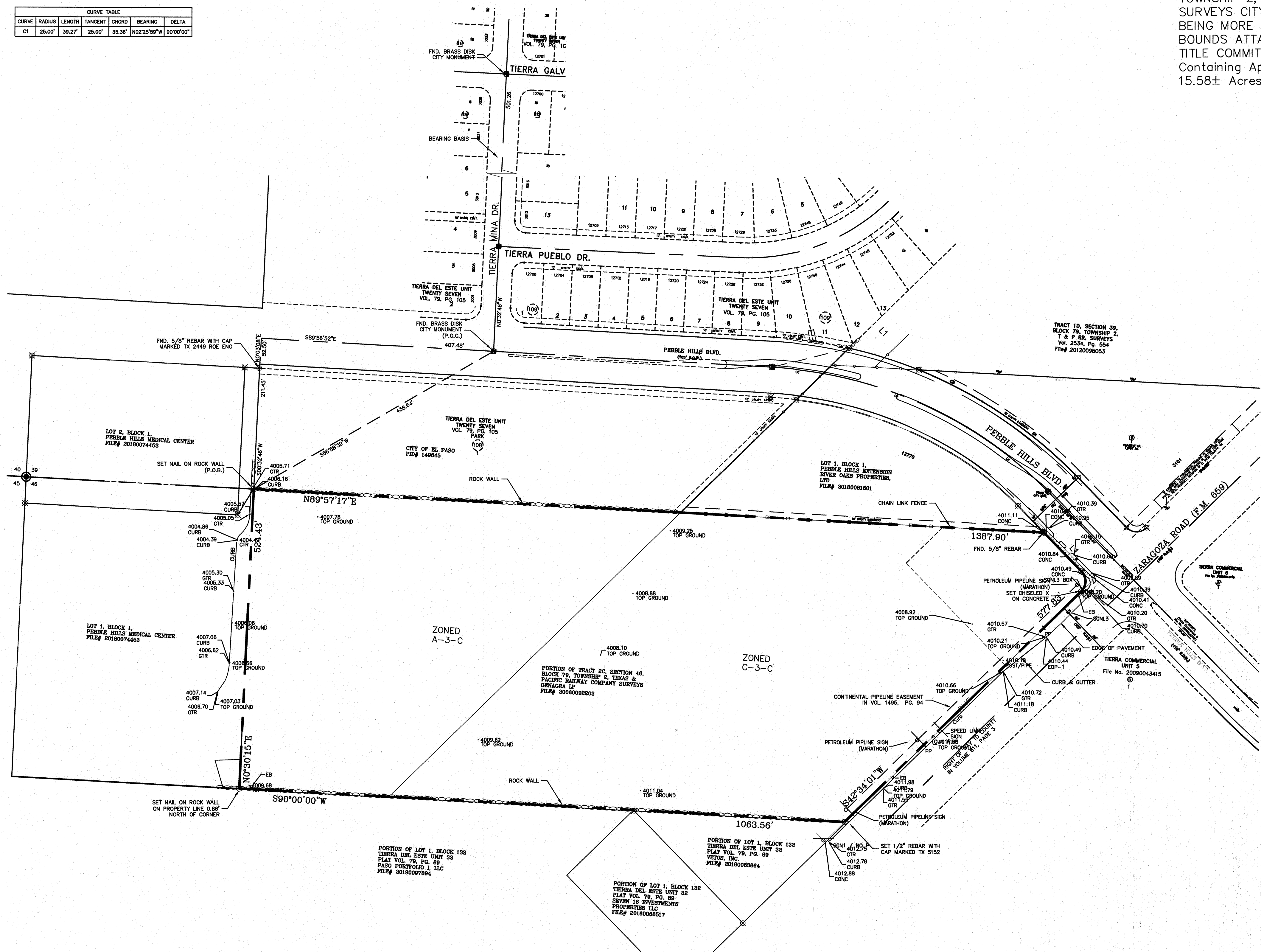
LINE	LENGTH	BEARING
L1	94.57'	S47°25'59"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	25.00'	39.27'	25.00'	35.36'	102°25'59"W
					90°00'00"

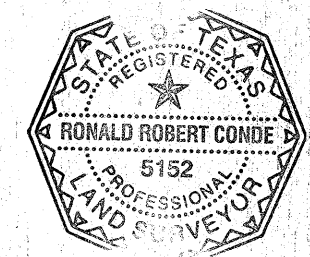
SCALE: 1"=100'

NOTES:

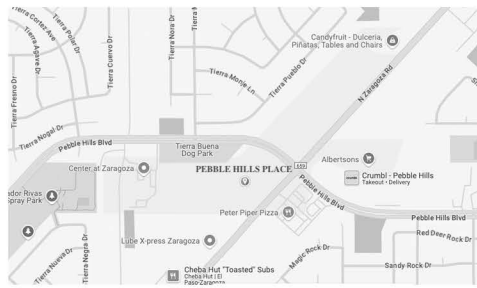
1. SUBJECT AREA IS ZONED: C-1
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480212-01258-DATED SEPT 4, 1991, THIS PROPERTY IS IN FLOOD HAZARD ZONE "X"-AREAS OF MINIMAL FLOODING.
3. SCHEDULE B ITEMS LISTED BELOW PER FIRST AMERICAN TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO.: 231836-COM. WITH EFFECTIVE DATE OF OCTOBER 5, 2023, ISSUED ON OCTOBER 16, 2023.
 - 10a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTERESTS THAT ARE NOT LISTED. (AFFECTS PROPERTY)
 - 10b. RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY)
 - 10c. ANY AND ALL CLAIMS OF RIGHT, TITLE AND INTEREST TO THE LAND, INCLUDING BUT NOT LIMITED TO ANY RIGHT OF POSSESSION OR CLAIM OF DAMAGES RELATING TO THE LAND WHICH HAS BEEN ASSERTED OR MAY BE ASSERTED, OF RECORD OR NOT BY OR ON BEHALF OF ANY INDIAN OR INDIAN TRIBE, INCLUDING BUT NOT LIMITED TO THE TIJUA INDIAN TRIBE OF EL PASO, TEXAS ALSO KNOWN AS PUEBLO DE LA YSLETA DEL SUR, ALSO KNOWN AS YSLETA DEL SUR PUEBLO INDIAN TRIBE, ALSO KNOWN AS TIJUA INDIAN COMMUNITY, INCLUDING BUT NOT LIMITED TO CLAIMS APPEARING IN THE AFFIDAVIT OF JULIAN GRANILLO, FILE FOR RECORD APRIL 16, 1993, RECORDED IN VOLUME 2553, PAGE 1958, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - 10f. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY.
 - 10g. VISIBLE AND APPARENT EASEMENTS FOR ROADS AND PUBLIC UTILITIES EXISTING ON THE GROUND.
 - 10h. MINERAL INTEREST CONTAINED IN VOLUME 1545, PAGE 555, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
 - 10i. RIGHT OF WAY TO CONTINENTAL PIPELINE COMPANY OF RECORD IN VOLUME 1495, PAGE 92 AND VOLUME 1495, PAGE 94, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (BLANKET EASEMENT)
 - 10j. RIGHT OF WAY TO COUNTY OF EL PASO IN VOLUME 611, PAGE 3 REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - 10k. TERMS, CONDITIONS, AND PROVISIONS FOR CHANGING THE ZONING AND IMPOSING RESTRICTIONS UNDER ORDINANCE NO. 017916, FILED JANUARY 22, 2013, UNDER CLERKS FILE NO. 20130004848, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
 - 10l. TERMS, CONDITIONS, AND PROVISIONS FOR ANNEXING REAL PROPERTY UNDER ORDINANCE NO. 017915, FILED APRIL 18, 2013, UNDER CLERKS FILE NO. 20130028436, REAL PROPERTY RECORDS OF EL PASO (AFFECTS PROPERTY)
 - 10m. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN VOLUME 467, PAGE 1480, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST THEREIN GRANTED, SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS (NOT APPLICABLE)
 - 10n. SUPPLEMENTAL TAXES FOR 2023, IF ANY, THAT MAY BE ASSESSED, IF THE CONSTITUTIONAL AMENDMENT PROPOSED BY H.J.R. 2, ACTS OF THE 88TH LEGISLATURE, SECOND CALLED SESSION, 2023, IS NOT APPROVED BY THE VOTERS AT AN ELECTION TO BE HELD IN NOVEMBER 7, 2023
4. NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
6. VERTICAL DATUM REFERENCED TO BRASS DISK MONUMENT AT THE CENTERLINE INTERSECTION OF TIERRA MINA DRIVE AND PEBBLE HILLS BLVD. ELEVATION = 4007.53 (NAVD 88)



CONDE INC.
ENGINEERING/ PLANNING/ LAND SURVEYING/ CAD
6000 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100



TO: ESTACADO INTEREST, LLC, A TEXAS LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE GUARANTY COMPANY.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, 11(a), 13, AND 19 OF TABLE A THEREOF.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152



2 Vicinity Map

NTS

SHEET NOTES

- A REFER TO SHEET A1.03 FOR GENERAL NOTES
- B REFER TO CIVIL AND OR LANDSCAPE ARCHITECTURE PLANS FOR ALL SIDEWALK LOCATIONS, ACCESSIBLE PARKING, PARKING COUNTS, DETAILS, AND BUILDING LOCATIONS
- C CONTRACTOR TO VERIFY CONDENSER PAD LOCATIONS WITH SITE CONDITIONS
- D REFER TO CIVIL FOR FINAL FFE. REFER TO STRUCTURAL FOR FOUNDATION AND FOOTING INFORMATION. CONTRACTOR TO COORDINATE FINAL BFE WITH CIVIL & STRUCTURAL
- E REFER TO CIVIL FOR DOMESTIC WATER SERVICE LOCATIONS. CONTRACTOR TO COORDINATE RISER CLOSET ORIENTATION IN THE SLAB LAYOUT. NOTE THAT PLANS MAY MIRROR
- F PER FBC 705.5, RATED EXTERIOR WALLS CONFORMING TO TABLES 601 AND 602 ARE ONLY REQUIRED TO BE RATED FROM THE INSIDE IF THE FIRE SEPARATION IS GREATER THAN 10'-0"

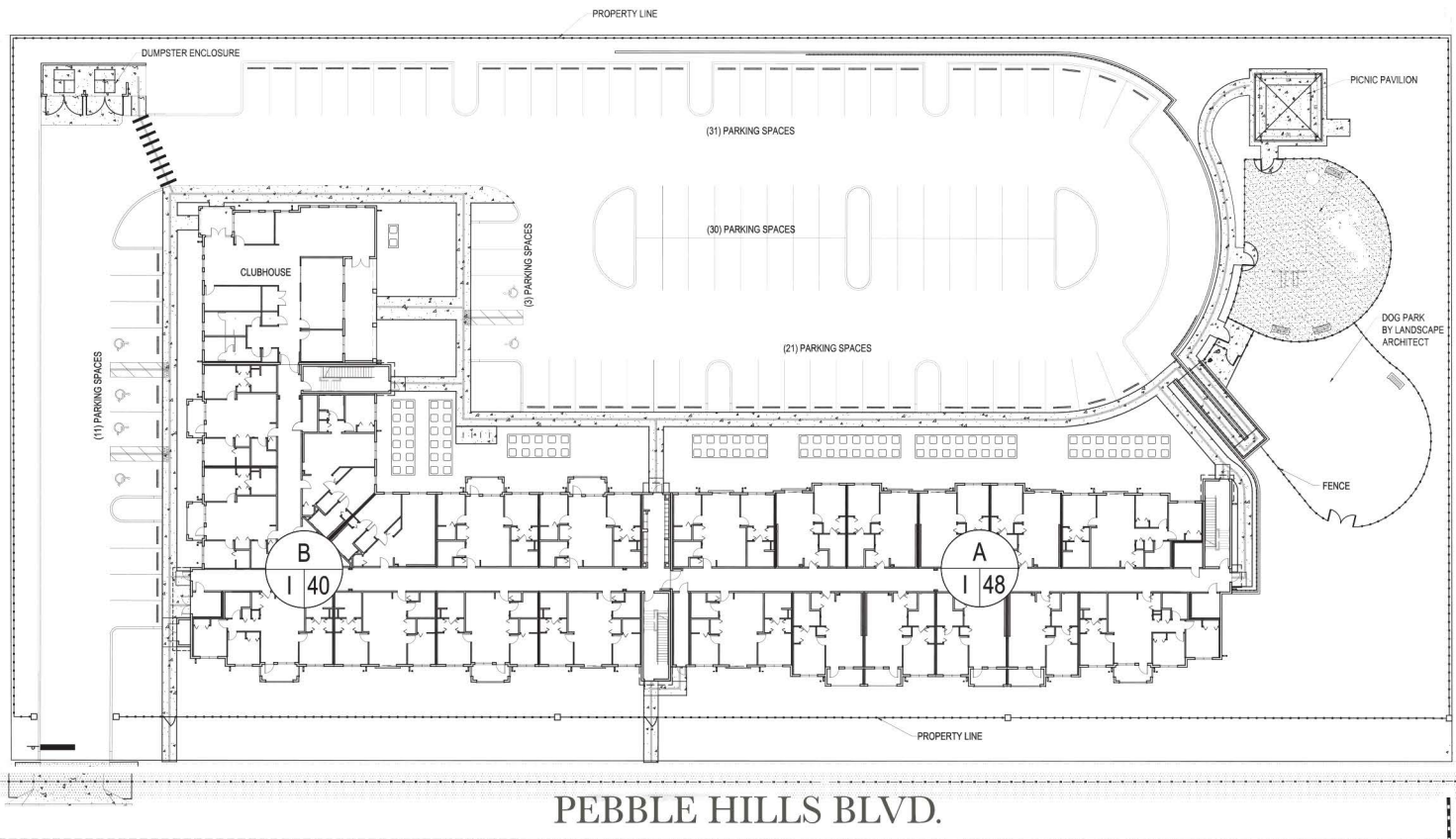
LEGEND



PEBBLE HILL PLACE APARTMENTS

CITY OF EL PASO, TX

N. ZARAGOZA ROAD



PEBBLE HILLS BLVD.



1 Architectural Site Plan
96 Total Parking Spaces Provided (1.1 spots per unit)

1" = 20'-0"

SET DISTRIBUTIONS:

10/23/20 Permit Set

SHEET REVISIONS:

PROJECT NO. 390

Architectural Site Plan

A2.01

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2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Ridgestone Seniors Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Ridgestone Seniors
5. Proposed Development Address/Location: 11050 Montana Ave., El Paso, Tx 79936
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):
9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$ 16,654,915
4. Cost per square foot: \$249.34
5. Amount of tax credits being requested of TDHCA: \$1,700,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	34			21	8	5
2 Bedroom	26			21	4	1
3 Bedroom						
4 Bedroom						
Totals	60			42	12	6

7. Is the proposed development site properly zoned for proposed development? Yes No
 a. Current Zoning: S-D/C
8. Are property taxes current for the site? Yes No
 If yes, provide a copy of current property tax receipt, or print-out from:
https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes No
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A
 Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- | | |
|---|---------------|
| Acquisition: | \$ <u>N/A</u> |
| Design/Soft Costs: | \$ _____ |
| New Construction of Housing Units: | \$ _____ |
| Rehabilitation/Conversion of Housing Units: | \$ _____ |
| Funds from other sources: | \$ _____ |
| Total Project Cost: | \$ _____ |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
 How many of the existing dwelling units are occupied? N/A Vacant? _____
 If completely vacant, how long has the property been vacant? _____
 Are any of the units owner-occupied? _____
 Will Temporary or permanent relocation be required? _____
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
 Do you agree to meet or exceed the Section 3 requirements noted above? Yes No
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
 - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):
- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
 - b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
 - c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

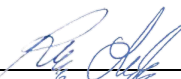
Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):  _____

Printed Name/Title: Roy Lopez _____

Date: 11/11/2025 _____

FOR STAFF USE ONLY: Received by: _____ Date: _____

Review for Completeness by: _____

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
<p>1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</p>	<p>35</p>	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	<p>Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)</p>
<p>2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</p>	<p>20</p>	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum & Cultural Affairs Goal 5.14 - Schools Goal 5.17 - Civic Buildings Goal 7.12 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3) Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

<p>3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services</p>	<p>10</p>	<p>Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
<p>4. Local presence and long-term accountability in El Paso</p>	<p>15</p>	<p>Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	<p>N/A</p>

<p>5. Meets City smart growth initiative as set out in Plan El Paso</p>	<p>20</p>	<p>Each project will be evaluated and scored by City of El Paso staff. Tier 1 projects can score up to 20 points under this category. Tier 2 projects can score up to 10 points under this category. This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2. (See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown) Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3) Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 & 1.3.2) Goal 1.4 - New Neighborhoods Goal 1.5 - Outward Expansion Goal 1.9 - Industrial Lands (Policy 1.9.4) Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5) Goal 2.1 - Smart Location Principles Goal 4.1 - Compact Urban Areas (Policy 4.1.2) Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3) Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6) Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 6.4 - Housing Affordability Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3) Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e) Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 & 9.5.6) Goal 9.6 - Encourage Well-Being (Policy 9.6.6) Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9) Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9). Goal 10.7 - Energy/Public transit (Policy 10.7.2). Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources. Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development. Goal 10.10: Protect the community from risks associated with geologic conditions Goal 10.13: Protect City residents from the effects of excessive noise or vibration. Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Downtown			
<p>Goal 1.1: The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i>, apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.</p>	<p>Policy 1.1.1: City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.</p>	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
<p>Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.</p>	<p>Policy 1.2.3: Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.</p>	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p>Goal 1.3: The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p>Policy 1.3.1: Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p>Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p>Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p>Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> a. O-1 "Preserve" b. O-2 "Natural" c. O-3 "Agriculture" d. O-5 "Remote" 	-2

developed is an excellent location for expansion.	Policy 1.5.3: Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
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Outward Expansion

<p>Goal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.</p>	1
		<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1

2. Urban Design **MAXIMUM POINTS: 4**

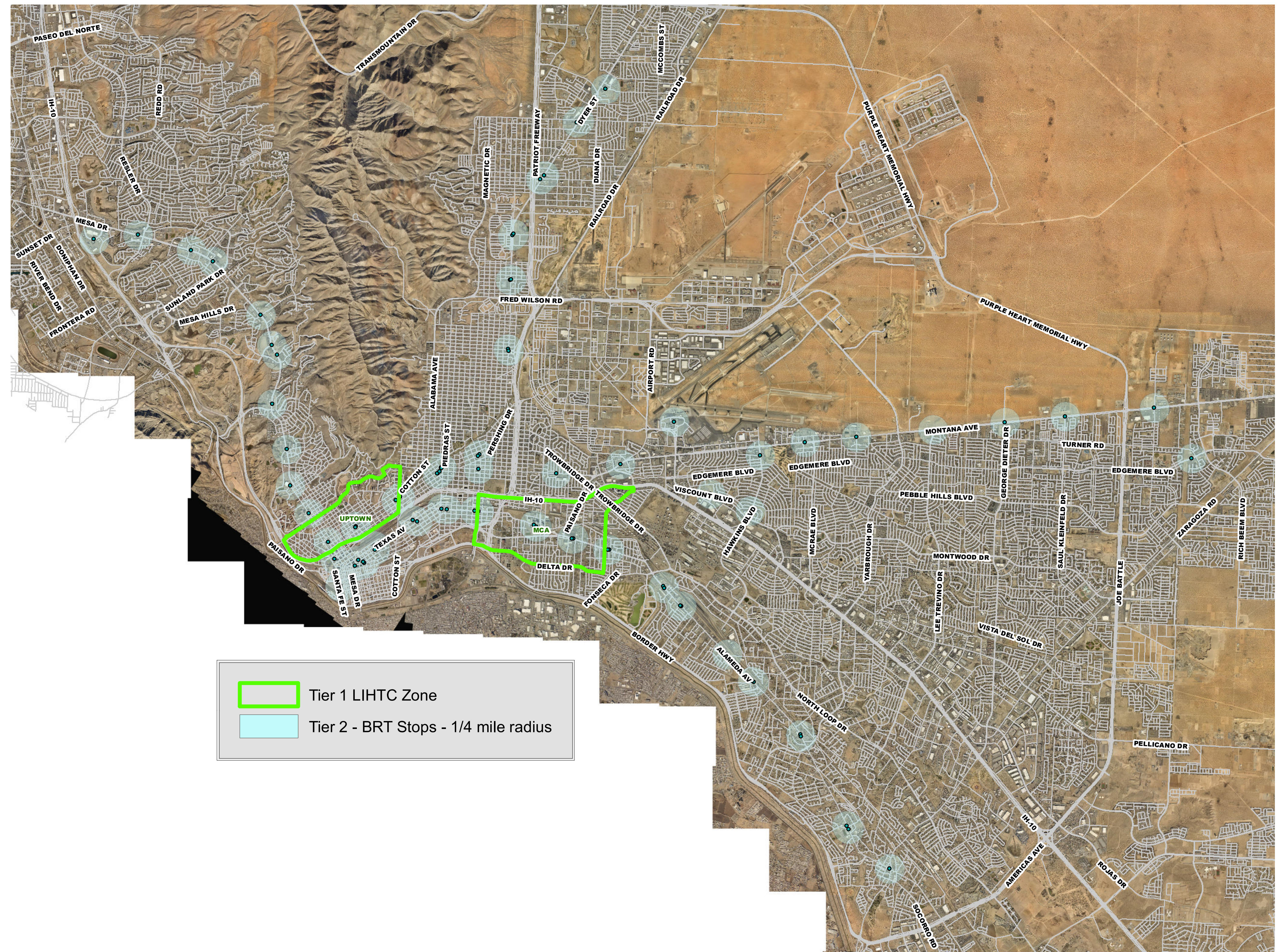
Goal	Policy	Criteria	Points
Smart Location Principles			
<p>Goal 2.1: The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.</p>	<p>Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project's boundary.</p>	<p>The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.</p>	1
	<p>Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.</p>	<p>The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.</p>	1

<p>Policy 2.1.4: Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.</p>	<p>The development either:</p> <ul style="list-style-type: none"> a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks. 	<p>1</p>
<p>Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.</p>	<p>For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.</p>	<p>1</p>
<p>Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.</p>	<p>The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.</p>	<p>-1</p>
<p>Policy 2.1.10: Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.</p>	<p>The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%</p>	<p>-2</p>
<p>Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.</p>	<p>The development is located on sites where imperiled species or ecological communities have been identified.</p>	<p>-2</p>
<p>Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.</p>	<p>For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.</p>	<p>1</p>

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
Housing Supply			
Goal 6.1: Maintain a sustainable and efficient housing supply for all residents of El Paso.	Policy 6.1.1: Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
Existing Neighborhoods			
Goal 6.2: Preserve and revitalize El Paso's existing neighborhoods.	Policy 6.2.1: Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
Walkable Neighborhoods			
Goal 6.3: El Paso's neighborhoods should become the most connected and walkable in the southwest.	Policy 6.3.1: The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
Housing Affordability			
Goal 6.4: Expand opportunities for affordable housing through new tools, technologies, and partnerships.	Policy 6.4.1: Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
Environmental Risk Factors			

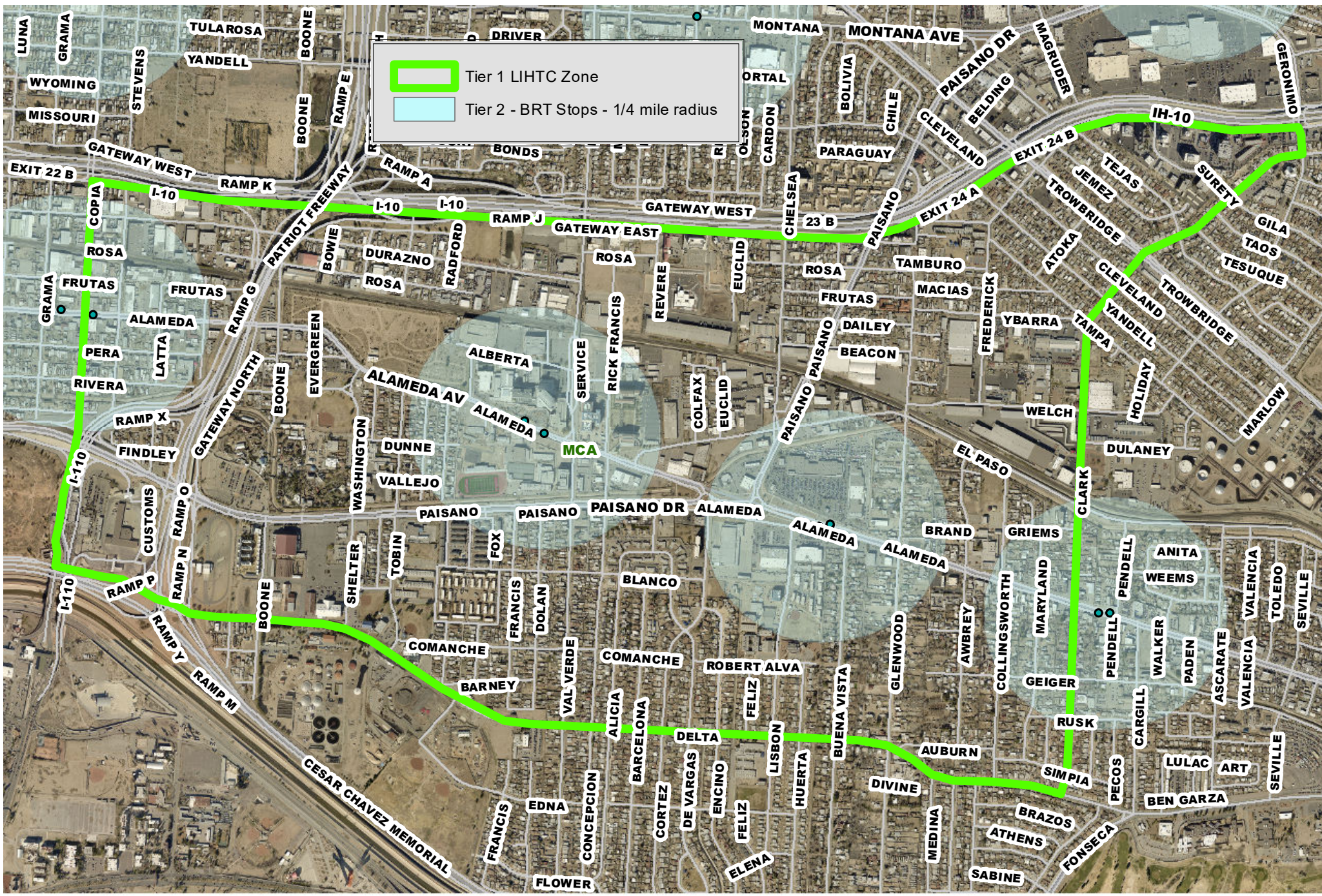
<p>Goal 9.4: Reduce exposure to environmental risk factors.</p>	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.</p>	<p>If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following:</p> <p>a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera</p>	1
	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.</p>	<p>If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.</p>	2
<p>Physical Activity</p>			
<p>Goal 9.5: Encourage physical activity through the design of the built environment.</p>	<p>Policy 9.5.6: Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.</p>	<p>For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.</p>	1
<p>10. Sustainability</p>			<p>MAXIMUM POINTS: 1</p>
Goal	Policy	Criteria	Points
<p>Stormwater</p>			

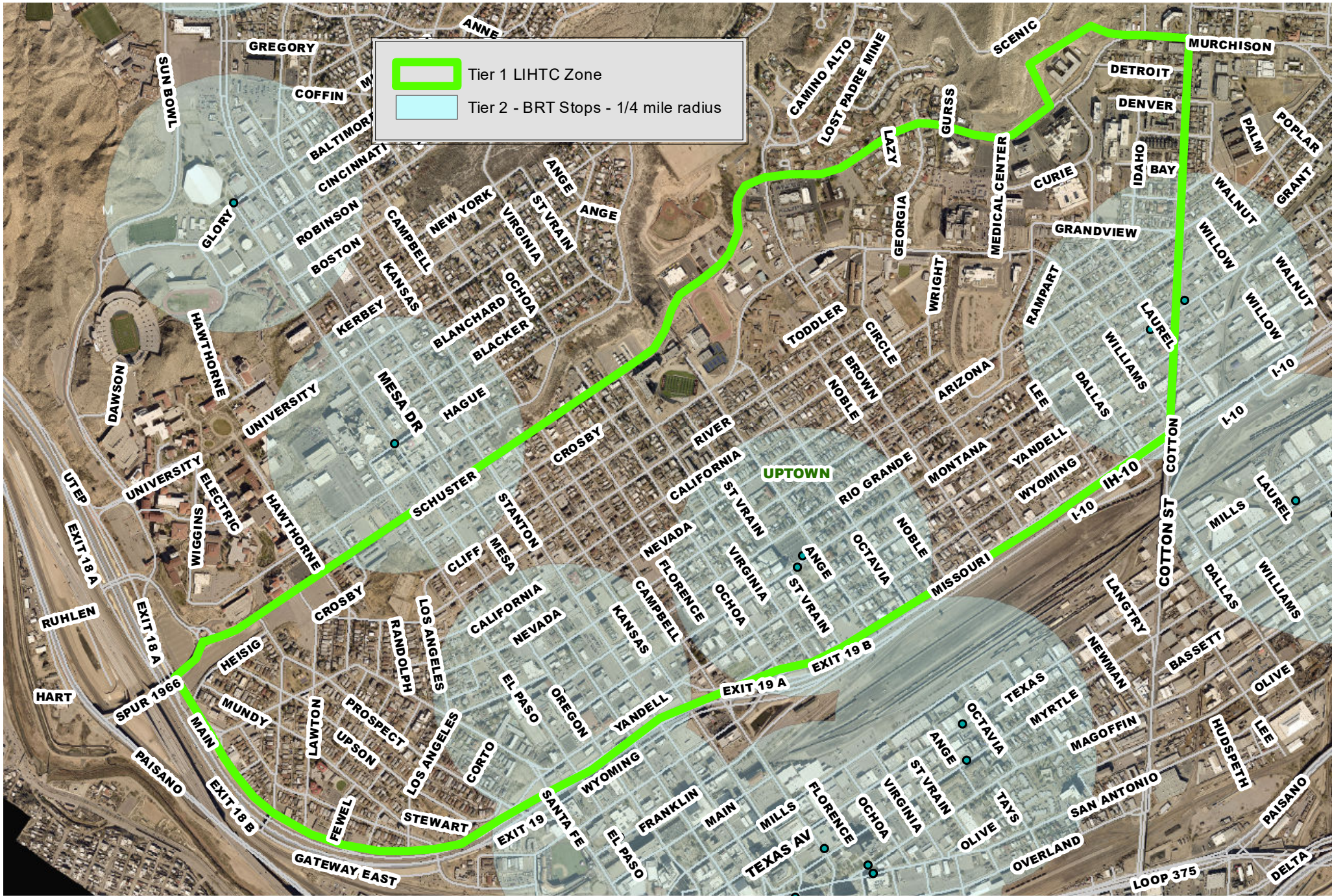
<p>Goal 10.5: Protect the community from floods and reduce the risk of flood damage.</p>	<p>Policy 10.5.9: Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.</p>	<p>If on-site ponding is required, it is designed to serve as a park-pond.</p>	<p>1</p>
<p>Atmosphere</p>			
<p>Goal 10.6: Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.</p>	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.</p>	<p>At least 50% of buildings feature vegetated roofs</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.</p>	<p>At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.</p>	<p>The development utilizes bioswales to filter stormwater.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.</p>	<p>Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.</p>	<p>-1</p>
<p>Noise and Vibration</p>			
<p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p>	<p>Policy 10.13.1: Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.</p>	<p>The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial</p>	<p>-1</p>



 Tier 1 LIHTC Zone

 Tier 2 - BRT Stops - 1/4 mile radius





Attachment B-2

City of El Paso Evaluation Criteria

How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped senior community on a 2.31-acre site in a safe and vibrant neighborhood with a poverty rate of 21.1.0%. Located at 11050 Montana Ave., El Paso, 79936 in a 3rd quartile census tract where residents will be close to supermarkets, retail outlets, restaurants, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 60-unit development will consist of thirty-four (34) one-bedroom and twenty-six (26) two-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. The Applicant has made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$2,530,000 at 7.00% interest with payments amortized over 40 years; (2) tax credit equity of \$14,108,589 and (3) deferred developer fee of \$16,326 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$16,654,915 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. The Applicant's twenty-nine

(29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

How this development meets the criteria for Value Statement 2:

The proposed Ridgestone Seniors development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist seniors with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

How this development meets the criteria for Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/senior from the surrounding neighborhood.
- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median income households.

How this development meets the criteria for Value Statement 4:

The applicant has a local presence and long-term accountability in El Paso:

- a) Past experience – Investment Builders, Inc. (IBI) is a Texas corporation formed in September 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed, and owned more than forty (40) affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Senior Income. Thirty of these developments are in the City of El Paso.
- b) A staff presence in El Paso of at least five (5) employees – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) Five (5) or more years of experience as part of a development team, financing, building, operating, or managing affordable housing in El Paso – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning, and managing affordable housing since 1993.
- d) Commitment to extended affordability beyond thirty (30) years – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

How this development meets the criteria for Value Statement 5:

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.3 Neighborhood Retrofits – the proposed development is located within ¼ mile walking distance to a Sun Metro bus stop with sidewalk access the entire distance. It will be designed to promote a pedestrian-friendly environment through connected sidewalks, pathways and open areas. This development will fill in vacant land between developed residential areas.

Goal 1.10.5 Growth Areas and overlays – the proposed development is proposed for seniors with a suburban G-4 area which will provide a greater variety of housing choices and supplement the limited housing stock.

Goal 2.1 Smart Location Principals – the proposed development site will be located within ¼ miles of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

Goal 4.1 Compact Urban Area – the proposed development is proposed for seniors within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

Goal 4.11 Public Transportation – the proposed development will be located in a G-4 suburban area that will be within ¼ mile from a transit bus stop and within walking, biking and limited driving distance of numerous amenities.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso’s diverse population. The development will service seniors with special needs including veterans, homeless, and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is situated among several single-senior neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them with the public bus stop at Pebble Hills/John Hayes stop or Charles Foster/Steffi Graff stop. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectivity.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the City to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with senior and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – the proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

Goal 10.7 Energy/Public Transit – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

Regional Land Use Patterns

Policy 1.3.1 Neighborhood Retrofits – the proposed development will be located within ¼ mile from the East Cave Park and within ½ mile of Eastside Sports Complex and Walking Trail.

Urban Design

Policy 2.1.2 – the proposed development will be located in an area with minimum of 90 intersections (the majority being residential neighborhood intersections).

Policy 2.1.3 – the development will be located within ¼ mile of a Sun Bus route with continuous sidewalks and dedicated bike lanes.

Policy 2.1.4 – the development will be within walking distance of retail and employment with continuous sidewalks and dedicated bike lanes.

Policy 2.1.6 – the development will be located along a corridor with dedicated bicycle lanes. The development will consider the addition of bicycle parking on the site.

Policy 2.1.7 – the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

Policy 2.1.10 – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

Policy 2.1.11 – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming.

Housing

Housing Supply Goal 6.1 – the development will provide one building with a variety of housing unit types.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Tract 48141010311 has a Housing + Transportation index of 51%. Housing is 25% and Transportation is 26%.

Health

Environmental Risk Factors Goal 9.4 – not applicable to this development.

Physical Activity Goal 9.5 – not applicable to this development.

Sustainability

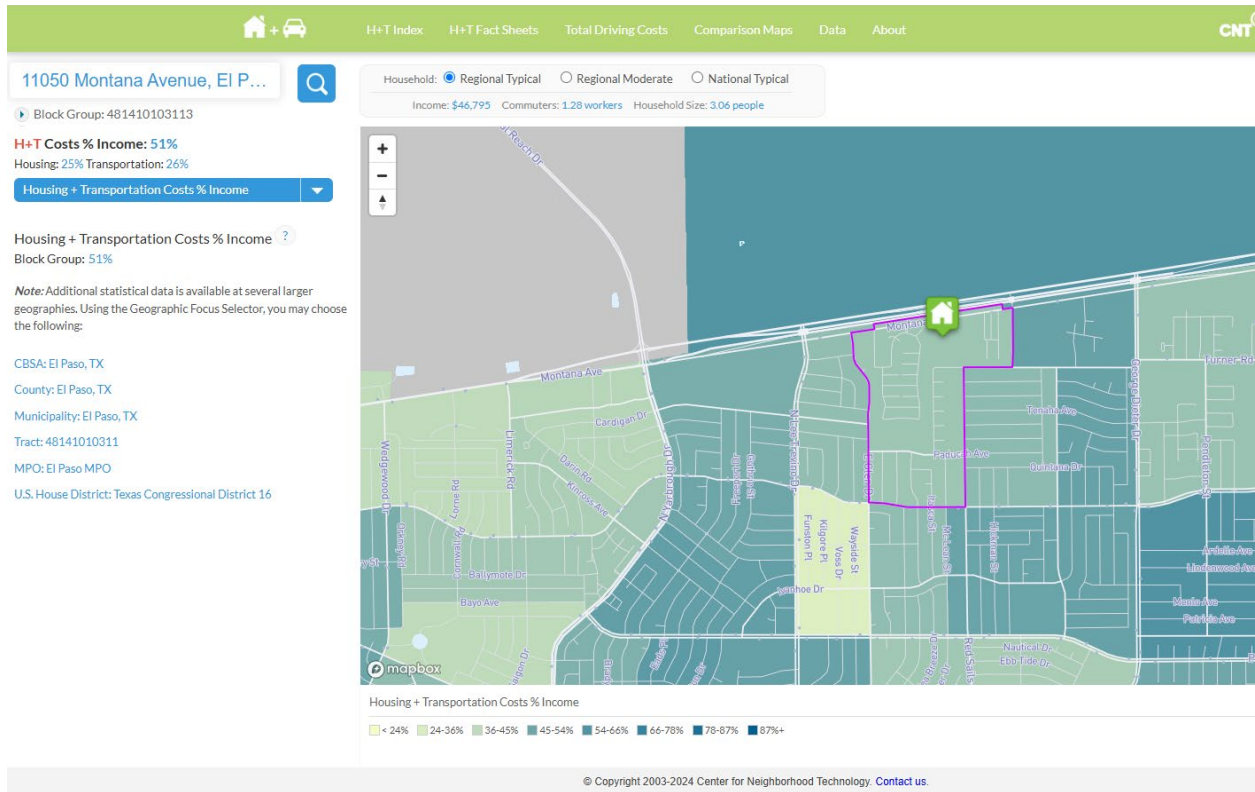
Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 – the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

Ridgestone Housing + Transportation Map



CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1st day of December 2024 (the "**Effective Date**"), by and between Ridgestone Seniors, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

RECITALS:

A. Owner will own and operate a 60 unit elderly development known as Ridgestone Seniors (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred and 00/100 Dollars (\$300.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting

Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to

Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner: Ridgestone Seniors, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Roy Lopez

If to Contractor: Better Texans Services, Inc.
P.O. Box 101295
Fort Worth, TX 76185
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.

16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.


17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER: Ridgestone Seniors, Ltd.,
a Texas Limited Partnership

By: Investment Builders, Inc.,
its General Partner

By: 
Name: Roy Lopez
Title: Senior Vice President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation


By: 
Aubrea Hance, President

EXHIBIT A

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Tierra Del Sol Housing Corporation
210 E Idaho, Ste B, Las Cruces, NM 88005
575-541-0477

Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Ridgestone Seniors residents. Training will be provided quarterly to all residents on-site in Ridgestone Seniors' community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy and Homebuyer Education Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Ridgestone Seniors operating budget for Program Expenses
- Computers/Internet will be available to the Ridgestone Seniors residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

Tenant Recruitment and Participation

Ridgestone Seniors residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.


Rose Garcia / Executive Director

11-8-24
Date

Attachment B-8

DUPLICATE RECEIPT VIA WEB

Note: Not a valid proof of payment for a property tax overpayment refund



**MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901**

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

Certified Owner:

**RIDGESTONE ESTATES LTD
7400 VISCOUNT BLVD STE 109
EL PASO , TX 79925-4800**

Legal Description:

BLK 1 RIDGESTONE LOT 1

Parcel Address: 11050 MONTANA AVE
Legal Acres: 8.7847

Deposit No: A12082301
Validation No: 900000067736020
Account No: **R459-999-0010-0100**
Operator Code: JESSICAR

Remit Seq No: 54715617
Receipt Date: 12/08/2023
Deposit Date: 12/08/2023
Print Date: 11/11/2024 03:19 PM
Printed By: WEB USER

Prop ID No.: 698252

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	1,900,000	0.818875	24,600.64	0.00	0.00	24,600.64
2023	Ysleta Isd	TL	1,900,000	1.281300	38,492.81	0.00	0.00	38,492.81
2023	County Of El Paso	TL	1,900,000	0.458889	13,785.94	0.00	0.00	13,785.94
2023	El Paso Community College	TL	1,900,000	0.115717	3,476.37	0.00	0.00	3,476.37
2023	University Medical Center Of El Paso	TL	1,900,000	0.235650	7,079.40	0.00	0.00	7,079.40
					\$87,435.16	\$0.00	\$0.00	\$87,435.16

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Check Number(s):
888

PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$87,435.16

Exemptions on this property:

NHS CAP LOSS

Total Applied: \$87,435.16

Change Paid: \$0.00

Account No: R459-999-0010-0100
PAYER 33354421
**RIDGESTONE ESTATES
7920 BELT LINE ROAD SUITE 800
DALLAS , TX 75254**

Attachment B-10

Ridgestone Seniors



Attachment B-11



CONSULTANTS

RIDGESTONE SENIOR

11050 MONTANA AVE, EL PASO, TX 79936

OWNER

INVESTMENT **IBI** BUILDERS INC.

ibitoday.com
 7400 Viscount Blvd, Suite 109,
 El Paso, Texas 79925

NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION
Lightbulb	241057	
Calendar	11/11/24	
Clipboard	RH	
Glasses	F.D.	
SHEET TITLE		
SITE PLAN		
AS-101		

RIDGESTONE SENIOR												
APARTMENT CALCULATIONS												
APARTMENT UNIT TAG						UNITS PER FLOOR	APTS. NRA PER FLOOR	EXTERIOR BALCONIES & STORAGE PER FLOOR	APTS. GROSS AREA PER FLOOR	NON RENTABLE PER FLOOR	TOTAL BUILDING GROSS AREA PER FLOOR	
STANDARD UNITS	HC UNITS		H/V UNITS									
F-1.1	F-2.1	F-1.1	F-2.1	F-1.1	F-2.1							
NRA	710.00	892.00	710.00	892.00	710.00	892.00						
EXTERIOR	76.37	91.00	76.37	91.00	76.37	91.00						
1st FLOOR	9	5	2	2	1	1	20	15,656.00	1,644.44	17,300.44	4,987.83	22,288.27
2nd FLOOR	12	9					21	16,548.00	1,735.44	18,283.44	3,705.45	21,988.89
3rd FLOOR	10	9					19	15,128.00	1,582.70	16,710.70	3,731.51	20,442.21
APTS TOTAL	31	23	2	2	1	1	60	47,332.00	4,962.58	52,294.58	12,424.79	64,719.37
% UNIT TYPE	51.67%	38.33%	3.33%	3.33%	1.67%	1.67%	100.00%					

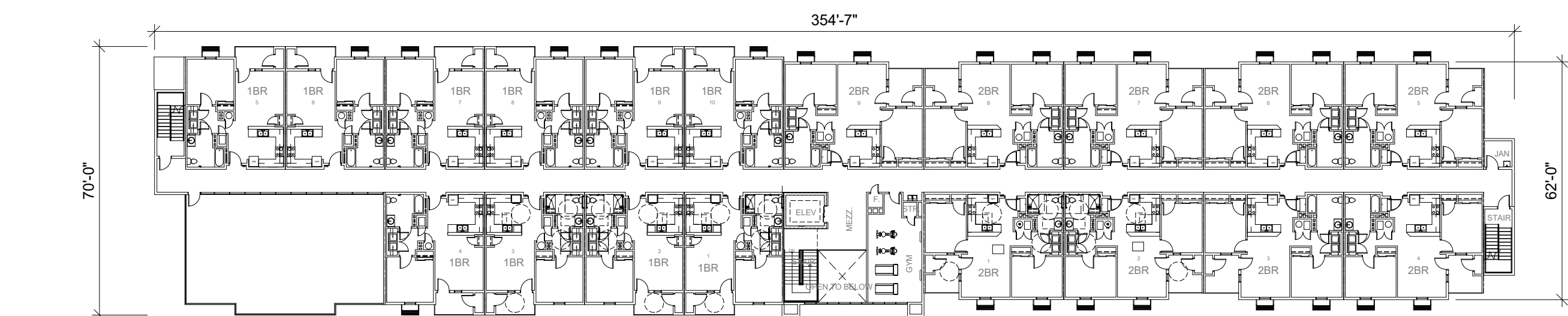
AREA SUMMARY						UNITS	NRA	EXTERIOR	GROSS
APARTMENT	22,010.00	20,516.00	1,420.00	1,784.00	710.00	892.00	47,332.00	4,962.58	52,294.58
NON RENTABLE AREAS									12,424.79
POOL CABANA							217.00	358.00	575.00
GRAN TOTAL									65,294.37

NON RENTABLE AREA ANALYSIS							
	CIRCULATION	OFFICES	KITCHEN	GYM	RESTROOMS	JANITORS	GROSS
1st FLOOR	3,333.00	300.48	1,055.35		234.00	65.00	4,987.83
2nd FLOOR	3,225.45			415.00		65.00	3,705.45
3rd FLOOR	3,251.51			415.00		65.00	3,731.51
TOTALS	9,809.96	300.48	1,055.35	830.00	234.00	195.00	12,424.79

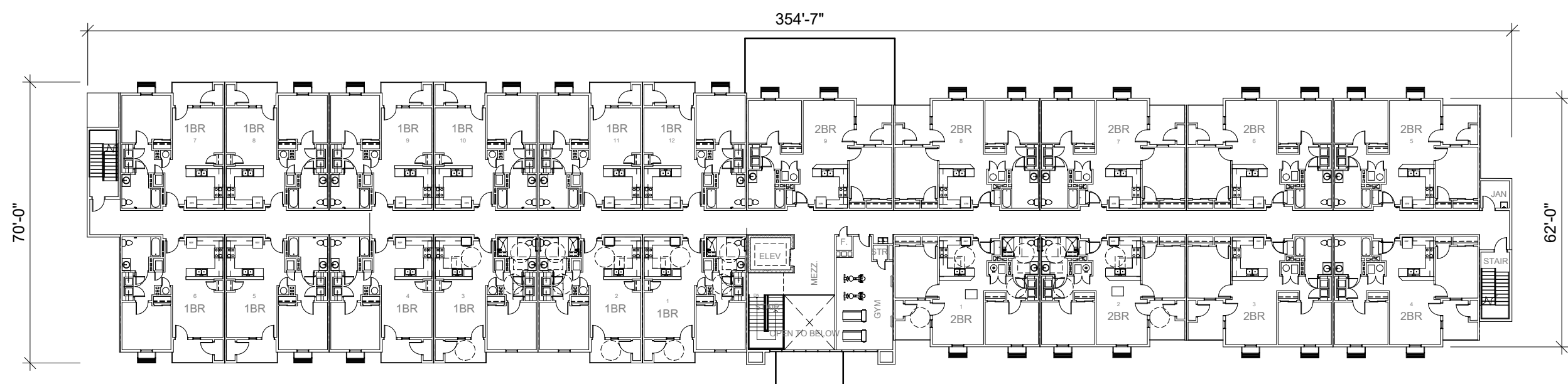
PARKING CALCULATION							
PARKING REQ.	22	16	1	1	1	1	42
STANDARD SPACE PROVIDED							63
HC SPACE PROVIDED (TWO VAN ACCESSIBLE)							5
PARKING PROVIDED							68
BICYCLE RACK							2 - 3 SLOT
COVERED PARKING	(3 HC SPACES INCLUDED)						36

TRASH DUMPSTER CALCULATION					
UNIT TYPE	F1.1	F2.2		TOTAL USERS	
USERS PER UNIT TYPE	68	104	172		
GARBAGE VOLUME / WEEK			20.64	YDS ³ / WEEK	
QTY. OF DUMPSTERS					2
DUMPSITER CAPACITY					6
RECOLLECTION					2 A WEEK

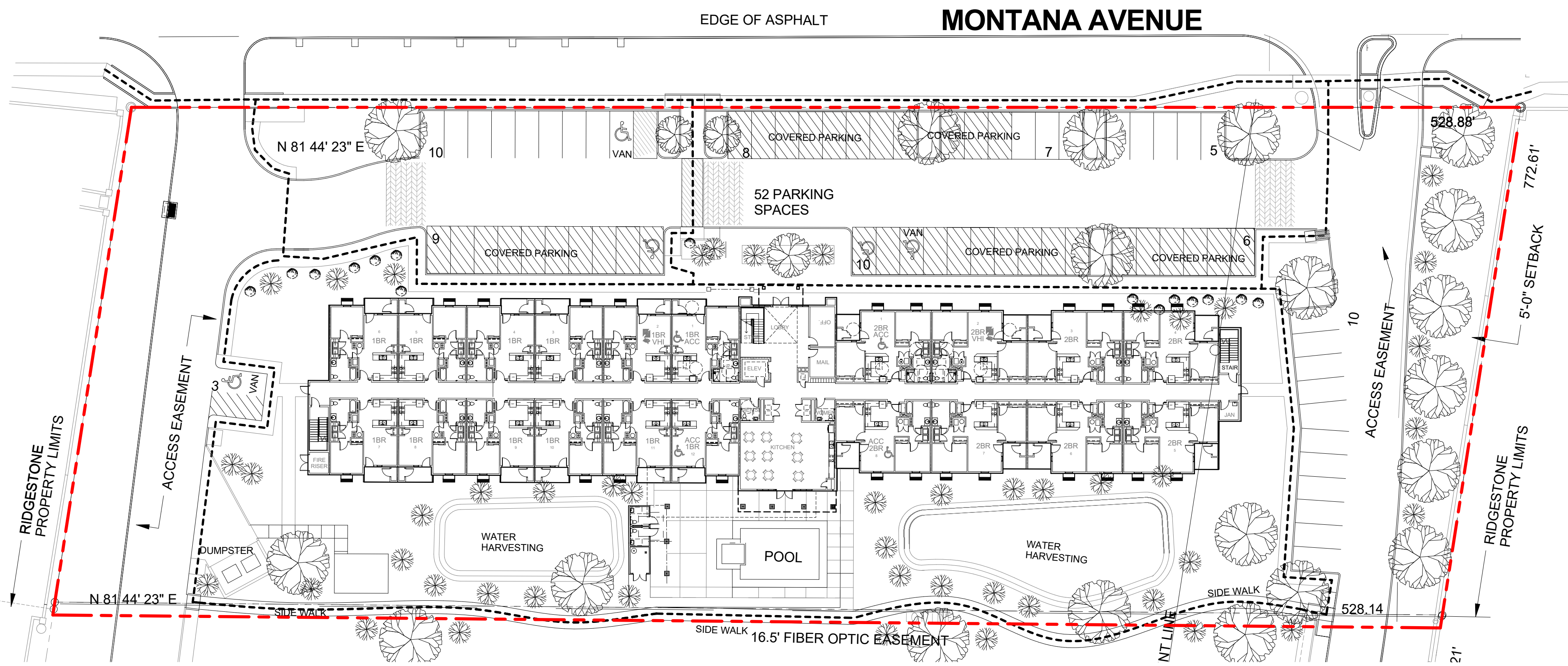
ACREAGE SUMMARY			
	S.F.	ACRES	%
TOTAL BLDG. FOOTPRINT	22,863.27	0.625	20.26%
PAVED AREA	33,837.00	0.777	29.98%
SIDEWALKS & CURBS	10,231.75	0.235	9.07%
LANDSCAPE	14,248.00	0.327	12.62%
PONDING AREA	5,500.00	0.126	4.87%
OPEN SPACE	20,790.82	0.477	18.42%
GROSS LAND AREA	112,870.84	2.591	95.22%



3 RIDGE STONE SITE PLAN
 1" = 30'-0"



2 2ND FLOOR PLAN
 1" = 30'-0"



1 RIDGE STONE SITE PLAN
 1" = 30'-0"

SITE LEGEND

- [Symbol] 1 RACK WITH 4 BICYCLE PARKING SPACES
- [Symbol] SIDEWALKS GREATER THAN 5'-6" IN WIDTH THROUGH-OUT THE COMPLEX
- [Symbol] CONTINUOUS SIDEWALK WALKING PAD THROUGH-OUT THE COMPLEX
- [Symbol] STREET TREES
- [Symbol] SPEED LIMIT 20 MILES PER HOUR OR LESS
- [Symbol] INTERSECTIONS WITH PEDESTRIAN REFUGES, BULB OUTS.
- [Symbol] SPEED TABLES
- [Symbol] ALL SITE LIGHTING IN SMART CONTROL TIMERS
- [Symbol] ACCESSIBLE UNIT
- [Symbol] VISUAL IMPAIRMENT
- [Symbol] ACCESSIBLE ROUTE
- [Symbol] PROPERTY LINE
- [Symbol] GAZEBO (2)
- [Symbol] TRASH DUMPSTER
- [Symbol] COVERED PARKING
- [Symbol] VAN ACCESSIBLE PARKING SPACE



2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Villas at Augusta, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Villas at Augusta
5. Proposed Development Address/Location: SWC of Augusta Dr. and Zaragoza Rd., El Paso, Tx 79938
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):
9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$20,755,287
4. Cost per square foot: \$221.41
5. Amount of tax credits being requested of TDHCA: \$2,000,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	12	2		2	4	4
2 Bedroom	24	2		13	7	2
3 Bedroom	24			23	1	
4 Bedroom	4			4		
Totals	64	4		42	12	6

7. Is the proposed development site properly zoned for proposed development? Yes No
 a. Current Zoning: C-4 C
8. Are property taxes current for the site? Yes No
 If yes, provide a copy of current property tax receipt, or print-out from:
https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes No
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A
 Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00

2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- | | |
|---|---------------|
| Acquisition: | \$ <u>N/A</u> |
| Design/Soft Costs: | \$ _____ |
| New Construction of Housing Units: | \$ _____ |
| Rehabilitation/Conversion of Housing Units: | \$ _____ |
| Funds from other sources: | \$ _____ |
| Total Project Cost: | \$ _____ |

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
- How many of the existing dwelling units are occupied? N/A Vacant? _____
- If completely vacant, how long has the property been vacant? _____
- Are any of the units owner-occupied? _____
- Will Temporary or permanent relocation be required? _____

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
- Do you agree to meet or exceed the Section 3 requirements noted above? Yes No

5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
 - b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):
- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
 - b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
 - c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).


Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):  _____

Printed Name/Title: Roy Lopez _____

Date: 11/11/2024 _____

FOR STAFF USE ONLY: Received by: _____ Date: _____

Review for Completeness by: _____

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
<p>1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</p>	<p>35</p>	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	<p>Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)</p>
<p>2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</p>	<p>20</p>	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum & Cultural Affairs Goal 5.14 - Schools Goal 5.17 - Civic Buildings Goal 7.12 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3) Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

<p>3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services</p>	<p>10</p>	<p>Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
<p>4. Local presence and long-term accountability in El Paso</p>	<p>15</p>	<p>Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	<p>N/A</p>

<p>5. Meets City smart growth initiative as set out in Plan El Paso</p>	<p>20</p>	<p>Each project will be evaluated and scored by City of El Paso staff. Tier 1 projects can score up to 20 points under this category. Tier 2 projects can score up to 10 points under this category. This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2. (See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown) Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3) Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 & 1.3.2) Goal 1.4 - New Neighborhoods Goal 1.5 - Outward Expansion Goal 1.9 - Industrial Lands (Policy 1.9.4) Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5) Goal 2.1 - Smart Location Principles Goal 4.1 - Compact Urban Areas (Policy 4.1.2) Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3) Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6) Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 6.4 - Housing Affordability Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3) Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e) Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 & 9.5.6) Goal 9.6 - Encourage Well-Being (Policy 9.6.6) Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9) Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9). Goal 10.7 - Energy/Public transit (Policy 10.7.2). Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources. Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development. Goal 10.10: Protect the community from risks associated with geologic conditions Goal 10.13: Protect City residents from the effects of excessive noise or vibration. Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Downtown			
<p>Goal 1.1: The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i>, apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.</p>	<p>Policy 1.1.1: City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.</p>	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
<p>Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.</p>	<p>Policy 1.2.3: Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.</p>	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p>Goal 1.3: The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p>Policy 1.3.1: Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p>Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p>Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p>Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> a. O-1 "Preserve" b. O-2 "Natural" c. O-3 "Agriculture" d. O-5 "Remote" 	-2

developed is an excellent location for expansion.	Policy 1.5.3: Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
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Outward Expansion

<p>Goal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.</p>	<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.</p>	1
		<p>For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either:</p> <ul style="list-style-type: none"> a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a" 	1

2. Urban Design **MAXIMUM POINTS: 4**

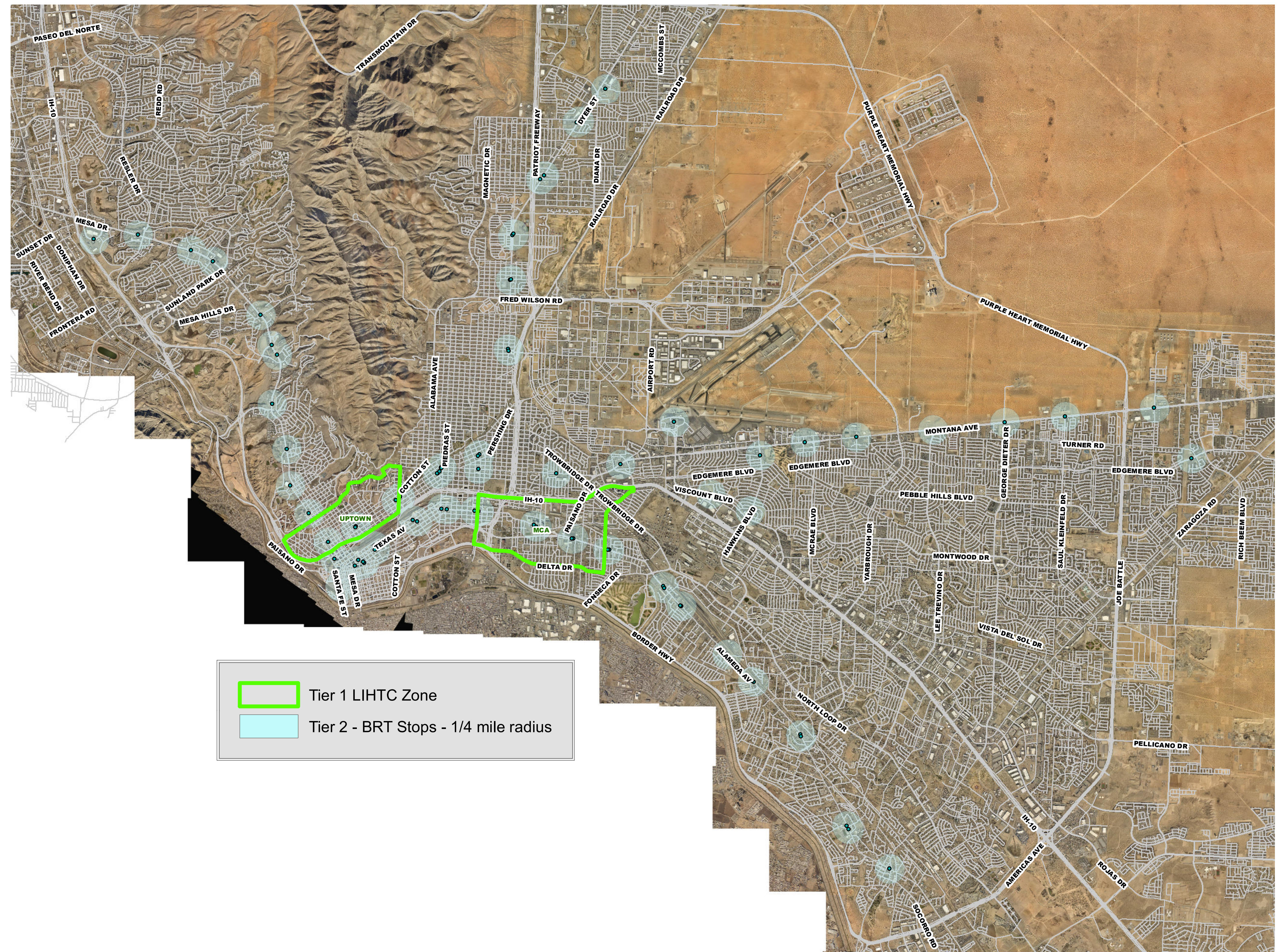
Goal	Policy	Criteria	Points
Smart Location Principles			
<p>Goal 2.1: The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.</p>	<p>Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project's boundary.</p>	<p>The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.</p>	1
	<p>Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.</p>	<p>The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.</p>	1

<p>Policy 2.1.4: Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.</p>	<p>The development either:</p> <ul style="list-style-type: none"> a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks. 	<p>1</p>
<p>Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.</p>	<p>For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.</p>	<p>1</p>
<p>Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.</p>	<p>The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.</p>	<p>-1</p>
<p>Policy 2.1.10: Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.</p>	<p>The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%</p>	<p>-2</p>
<p>Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.</p>	<p>The development is located on sites where imperiled species or ecological communities have been identified.</p>	<p>-2</p>
<p>Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.</p>	<p>For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.</p>	<p>1</p>

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
Housing Supply			
Goal 6.1: Maintain a sustainable and efficient housing supply for all residents of El Paso.	Policy 6.1.1: Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
Existing Neighborhoods			
Goal 6.2: Preserve and revitalize El Paso's existing neighborhoods.	Policy 6.2.1: Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
Walkable Neighborhoods			
Goal 6.3: El Paso's neighborhoods should become the most connected and walkable in the southwest.	Policy 6.3.1: The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
Housing Affordability			
Goal 6.4: Expand opportunities for affordable housing through new tools, technologies, and partnerships.	Policy 6.4.1: Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
Environmental Risk Factors			

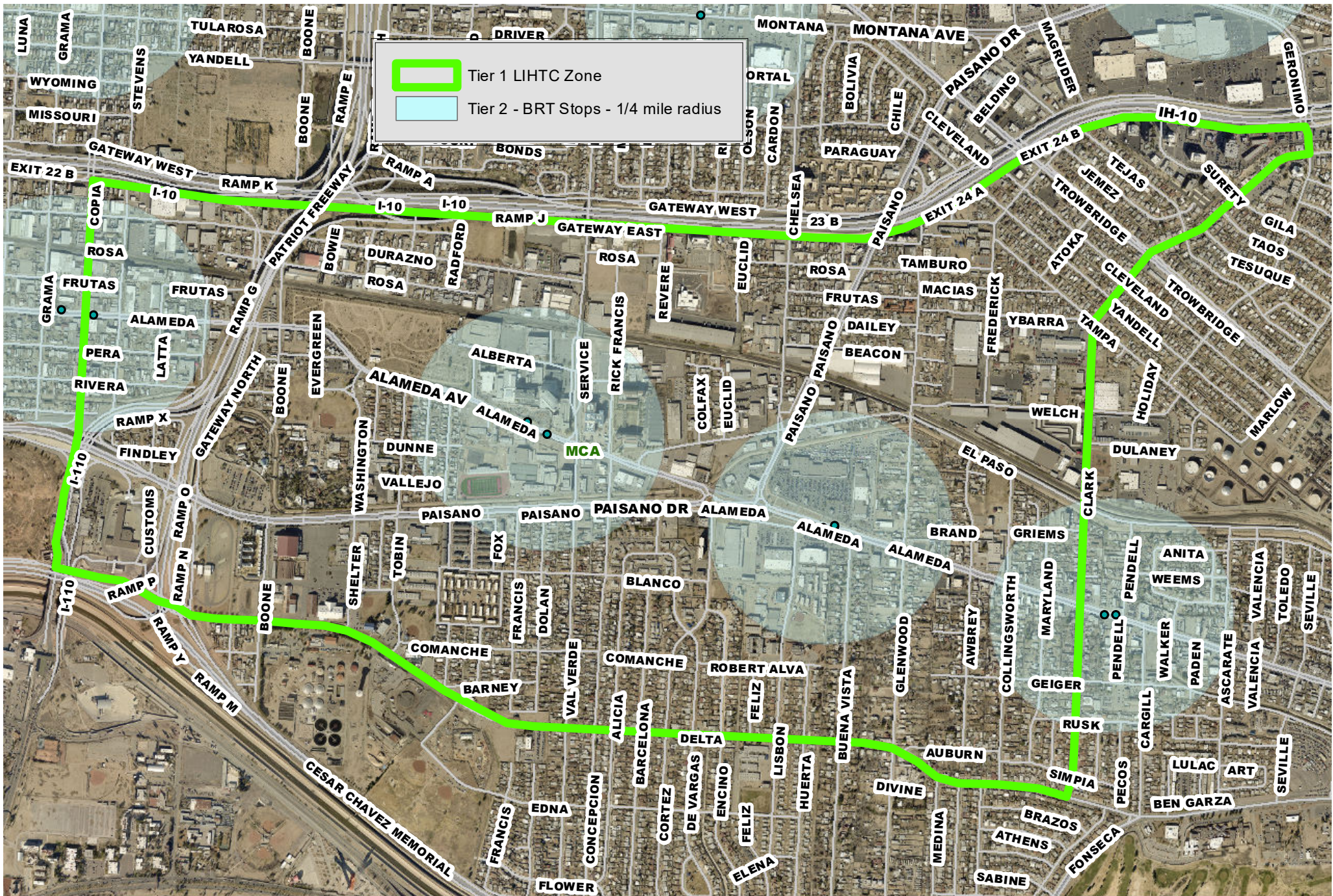
<p>Goal 9.4: Reduce exposure to environmental risk factors.</p>	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.</p>	<p>If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following:</p> <p>a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera</p>	1
	<p>Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents.</p> <p>e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.</p>	<p>If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.</p>	2
<p>Physical Activity</p>			
<p>Goal 9.5: Encourage physical activity through the design of the built environment.</p>	<p>Policy 9.5.6: Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.</p>	<p>For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.</p>	1
<p>10. Sustainability</p>			<p>MAXIMUM POINTS: 1</p>
Goal	Policy	Criteria	Points
<p>Stormwater</p>			

<p>Goal 10.5: Protect the community from floods and reduce the risk of flood damage.</p>	<p>Policy 10.5.9: Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.</p>	<p>If on-site ponding is required, it is designed to serve as a park-pond.</p>	<p>1</p>
<p>Atmosphere</p>			
<p>Goal 10.6: Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.</p>	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.</p>	<p>At least 50% of buildings feature vegetated roofs</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.</p>	<p>At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.</p>	<p>The development utilizes bioswales to filter stormwater.</p>	<p>1</p>
	<p>Policy 10.6.9: Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.</p>	<p>Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.</p>	<p>-1</p>
<p>Noise and Vibration</p>			
<p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p>	<p>Policy 10.13.1: Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.</p>	<p>The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial</p>	<p>-1</p>



 Tier 1 LIHTC Zone

 Tier 2 - BRT Stops - 1/4 mile radius



Attachment B-2

City of El Paso Evaluation Criteria

How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped family community on a 3.53-acre site in a safe and vibrant neighborhood with a poverty rate of 11.8%. Located at the SWC of Augusta Drive and N Zaragosa Road in a 1st quartile census tract just off Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, good schools, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 64-unit development will consist of twelve (12) one-bedroom, twenty-four (24) two-bedroom, twenty-four (24) three-bedroom and four (4) four-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$3,774,000 at 7.00% interest with payments amortized over 40 years; (2) tax credit equity of \$16,598,340 and (3) deferred developer fee of \$382,947 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$20,755,287 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged individuals and families who are trying to improve their quality of life. The Applicant's twenty-nine (29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

How this development meets the criteria for Value Statement 2:

The proposed Villas at Augusta development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

How this development meets the criteria for Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/children from the surrounding neighborhood.

- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median family income households.

How this development meets the criteria for Value Statement 4:

The applicant has a local presence and long-term accountability in El Paso:

- a) Past experience – Investment Builders, Inc. (IBI) is a Texas corporation formed in September, 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are in the City of El Paso.
- b) A staff presence in El Paso of at least five (5) employees – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) Five (5) or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing since 1993.
- d) Commitment to extended affordability beyond thirty (30) years – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

How this development meets the criteria for Value Statement 5:

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.4 New Neighborhoods – the proposed development will be located in a G-4 developing area of El Paso. There are numerous amenities including retail, grocery, schools and parks within a mile of the proposed site.

Goal 1.10.5 Growth Areas and overlays – the proposed development is proposed for families with a suburban G-4 area which will provide a greater variety of housing choices among the single-family residences in the area.

Goal 2.1 Smart Location Principals – the proposed development site will be located within a mile of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

Goal 4.1 Compact Urban Area – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

Goal 4.11 Public Transportation – the proposed development will be located in a G-4 suburban area that will be just off the Montana rapid transit corridor and within walking and limited driving distance of numerous amenities.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population, non-traditional and multi-generational families. The development will service individuals and families with special needs including veterans, homeless, children aging out of foster care and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is situated among several single-family neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them with the Montana rapid transit corridor and the public bus stop at Edgemere. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectivity.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the city to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types. There will be a safe route through the existing neighborhood to the elementary and middle school.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – The proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

Goal 10.7 Energy/Public Transit – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

Regional Land Use Patterns

Policy 1.3 Neighborhood Retrofits – the proposed development will be located within walking and biking distances or limited driving time to retail, employment and schools. The development will be designed to include a children’s playscape and numerous community gathering areas throughout the development.

Urban Design

Policy 2.1.2 – the proposed development will NOT be located in an area with minimum of 90 intersections.

Policy 2.1.3 – the development will NOT be located within ½ mile of RTS or Streetcar route.

Policy 2.1.4 - the development will NOT be within ½ mile of retail, office and employment.

Policy 2.1.6 – the development will NOT be located along a corridor with dedicated bicycle lanes

Policy 2.1.7 – the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

Policy 2.1.10 – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

Policy 2.1.11 – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming.

Housing

Housing Supply Goal 6.1 – the development will provide five (5) residential buildings with three, three-story, eighteen-unit buildings; one, three-story, six-unit building and one, two-story, four-unit building with a variety of housing types.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Tract 48141010369 has a Housing + Transportation index of 70%, Housing 37% and Transportation 33%.

Health

Environmental Risk Factors Goal 9.4 – not applicable to this development.

Physical Activity Goal 9.5 – not applicable to this development.

Sustainability

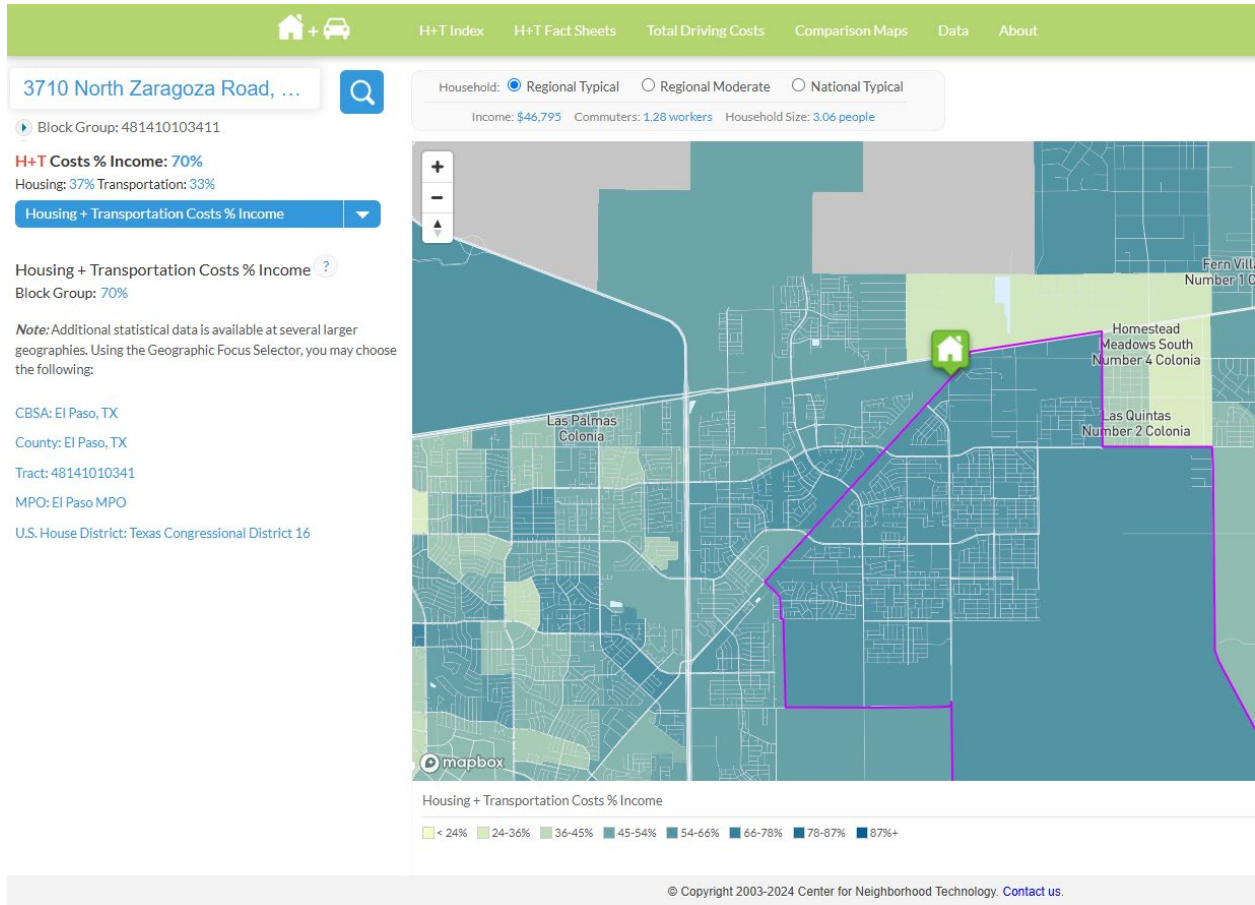
Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 - the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

Housing + Transportation Map and Score



CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1st day of December 2024 (the "**Effective Date**"), by and between Villas at Augusta, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

RECITALS:

A. Owner will own and operate a 64 unit family development known as Villas at Augusta (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred twenty and 00/100 Dollars (\$320.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting

Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to

Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner: Villas at Augusta, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Roy Lopez

If to Contractor: Better Texans Services, Inc.
P.O. Box 101295
Fort Worth, TX 76185
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.

16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.


17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER: Villas at Augusta, Ltd.,
a Texas Limited Partnership

By: Investment Builders, Inc.,
its General Partner

By: 
Name: Roy Lopez
Title: Senior Vice President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation


By: 
Aubrea Hance, President

EXHIBIT A

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Tierra Del Sol Housing Corporation
210 E Idaho, Ste B, Las Cruces, NM 88005
575-541-0477

Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Villas at Augusta residents. Training will be provided quarterly to all residents on-site in Villas at Augusta's community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy and Homebuyer Education Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Villas at Augusta operating budget for Program Expenses
- Computers/Internet will be available to the Villas at Augusta residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

Tenant Recruitment and Participation

Villas at Augusta residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.



Rose Garcia / Executive Director

11-8-24

Date

Attachment B-8

DUPLICATE RECEIPT VIA WEB

Note: Not a valid proof of payment for a property tax overpayment refund



**MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901**

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

Certified Owner:

**ACALA EPI LLC
150 W PARKER ROAD
THIRD FLOOR
HOUSTON , TX 77076-2951**

Legal Description:

**BLK 23 LOMAS DEL ESTE NLY PT OF 1
(1138.66' ON N- 732.21' ON E- 603.74'
ON S- 500.00' ON W) (10.00 AC)**

**Parcel Address: ZARAGOZA RD
Legal Acres: 10.0000**

Cause No : 2024DTX0376

**Remit Seq No: 57584591
Receipt Date: 11/08/2024
Deposit Date: 11/12/2024
Print Date: 11/12/2024 12:10 PM
Printed By: WEB USER**

Prop ID No.: 718510

**Deposit No: EC110824
Validation No: 111
Account No: L620-999-0230-0125
Operator Code: OLAYA**

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	2,387,088	0.818875	19,547.27	4,300.40	4,769.53	28,617.20
2023	County Of El Paso	TL	2,387,088	0.458889	10,954.08	2,409.90	2,672.80	16,036.78
2023	El Paso Community College	TL	2,387,088	0.115717	2,762.27	607.70	673.99	4,043.96
2023	University Medical Center Of El Paso	TL	2,387,088	0.235650	5,625.17	1,237.54	1,372.54	8,235.25
2023	Socorro Isd	TL	2,387,088	1.249712	29,831.73	6,562.98	7,278.94	43,673.65
2023	Court Costs	TL	0	0.000000	433.00	0.00	0.00	433.00
					\$69,153.52	\$15,118.52	\$16,767.80	\$101,039.84

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- - <

Check Number(s):
CC006322330

PAYMENT TYPE: PARTIAL PAYMENT

Exemptions on this property:

eChecks: \$101,039.84

Total Applied: \$101,039.84

Change Paid: \$0.00

**Account No: L620-999-0230-0125
PAYER 34965011
AHP DEVELOPERS, LLC
7400 VISCOUNT BLVD. STE 109
EL PASO , TX 79925**

Attachment B-10



Attachment B-11

BUILDING DATA														
BLDG. I.D.	STORIES	BLDG. QTY.	UNITS PER BLDG.				UNITS PER BLDG.	UNITS PER BLDG. TYPE	BLDG. FOOTPRINT	NET AREA PER BLDG.	TOTAL NET AREA PER EA. BLDG. TYPE	TOTAL NET AREA	TOTAL NET AREA	
			1BR	2BR	3BR	4BR							PER BLDG.	PER EA. BLDG. TYPE
BLDG. A	3	1	783	12	6	1,191	1,362	18	18	7,471	18,702	TOTALS	27,739	66,540
BLDG. B	3	2	6	6	6	6	18	18	7,051	17,622				
BLDG. C	3	1	6	6	6	6	6	2,880	7,146	7,146				
QUAD. D	2	1	4	4	4	4	4	3,286	5,448	5,448				
TOTALS	5	12	24	24	4									

UNIT DATA				
UNIT TYPE	UNIT AMOUNT	NET AREA	ACCESSIBLE 5%	VHI 2%
1 BR	12	12(783 SF) = 9,396 SF	1	1
2BR	24	24(963 SF) = 23,112 SF	2	1
3BR	24	24(1,191 SF) = 28,584 SF	2	1
4BR	4	4(1,362 SF) = 5,448 SF	1	1
TOTALS	64	66,540 SF	6	4

COMMUNITY BLDG	1,496 SF
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PARKING DATA			
UNIT TYPE	UNIT AMOUNT	REQUIRED	TOTAL
1 BR	12	1.5/UNIT	18
2BR	24	2/UNIT	48
3BR	24	2/UNIT	48
4BR	4	2/UNIT	8
TOTAL REQUIRED			122
TOTAL SHOWN			135
TOTAL ACCESSIBLE REQUIRED			5
TOTAL ACCESSIBLE SHOWN			6
TOTAL BIKE RACKS SHOWN			12

LAND DATA		
LAND AREA	154,050 SF	3,5365 ACRES



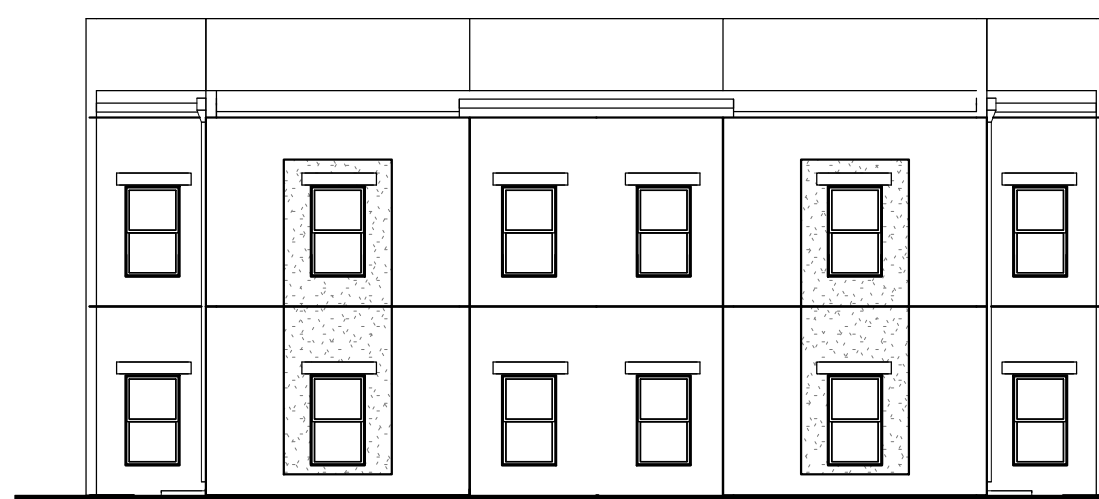
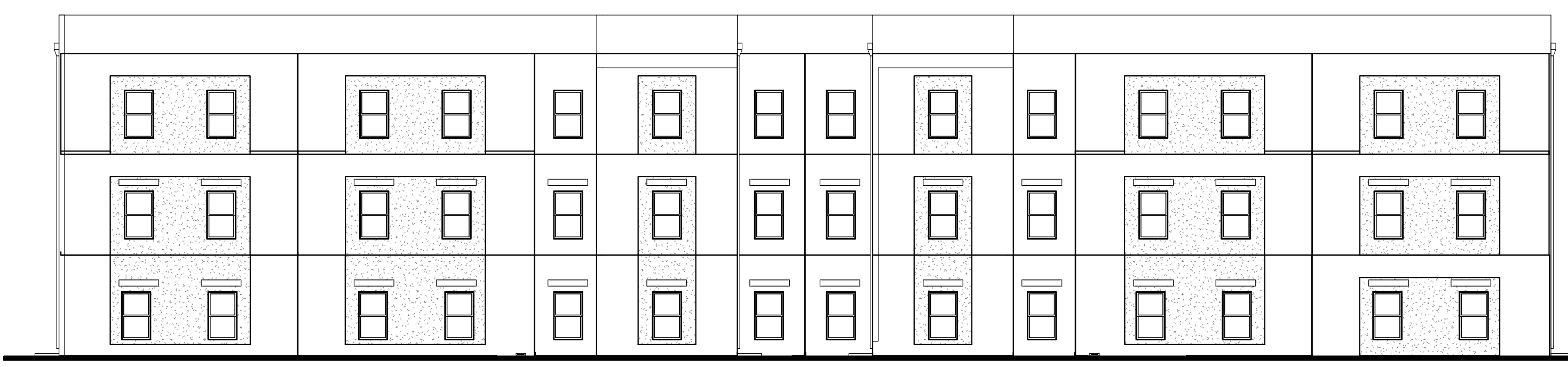
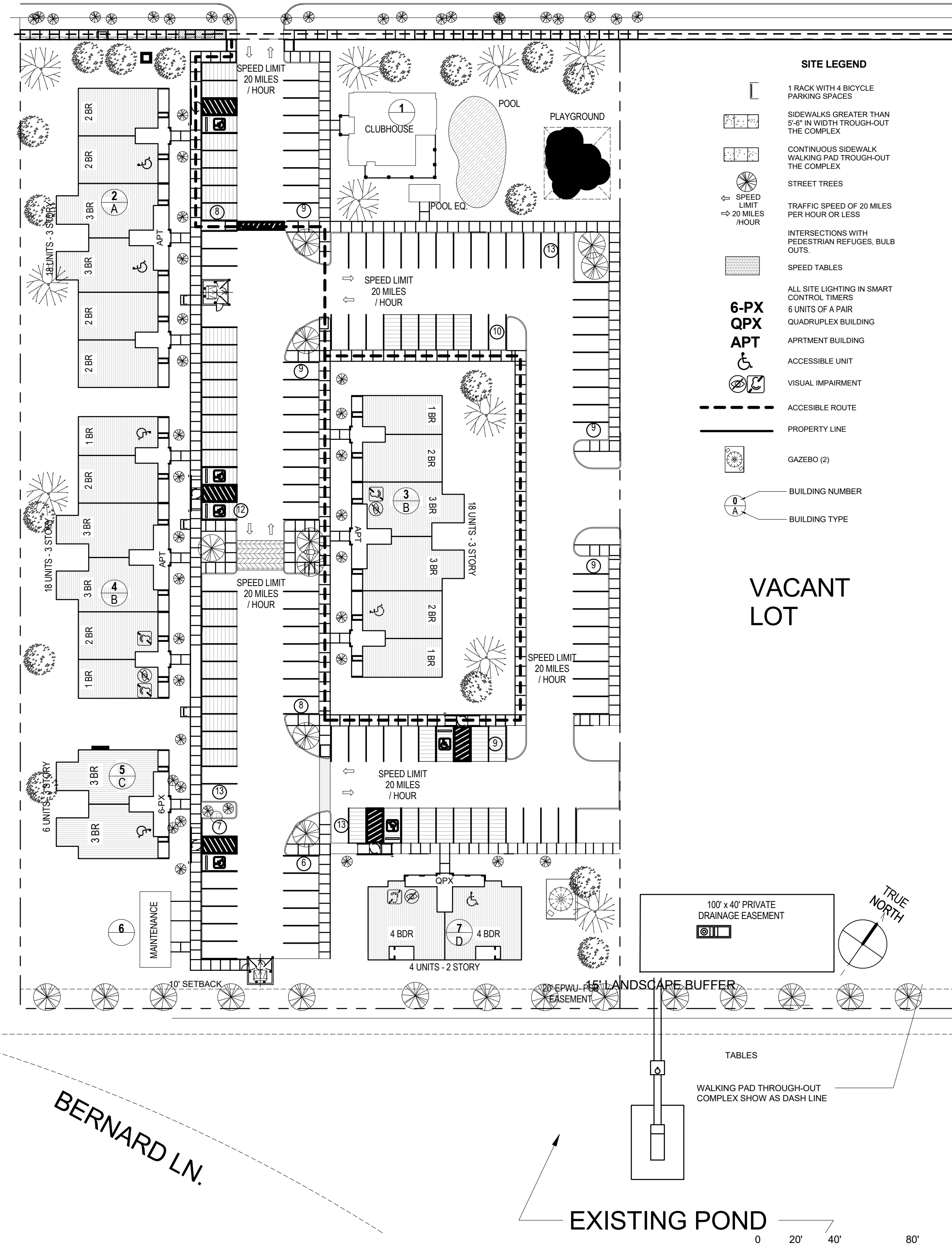
Planning · Architecture · Construction
2112 Marathon Dr. El Paso, TX 79906
P# 915) 533-3777



CONSULTANTS



N. ZARAGOZA RD.



VILLAS AT AUGUSTA

SWC OF AUGUSTA DR. AND N. ZARAGOZA RE.
El Paso, TX, 79938

OWNER



ibitoday.com
7400 Viscount Blvd, Suite 109,
El Paso, Texas 79925

NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION
1		241058
2	11/11/24	
3	RH	
4	FD	
SHEET TITLE		
SITE PLAN		

AS-101