

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** February 1, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, Chief Resilience Officer, 915-212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** Goal 8.2 – Stabilize neighborhoods through community, housing and ADA improvements

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2022 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Alameda Palms II, located at 140 S. Americas Ave., El Paso, Texas 79907, proposed by Alameda Palms II, LTD/Tropicana Building II, LLC;
- Ridgestone Seniors, located at 11040 Montana Ave, El Paso, TX 79936, proposed by Ridgestone Seniors, Ltd./Investment Builders, Inc.;
- Sunset Vista Seniors, located at 1333 Pullman Dr., El Paso, TX 79936, proposed by Sunset Vista Seniors, Ltd./Investment Builders, Inc.;
- Villas at Augusta, located at the southwest corner of Augusta Dr. and N Zaragoza Rd, El Paso, TX 79938, proposed by Villas at Augusta, Ltd./Investment Builders, Inc.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

The City of El Paso received four requests for resolutions of support for 9% Low Income Housing Tax Credit applications. Staff recommends issuing no resolutions of support, nor resolutions of no objection, for any of the four proposals as they do not align with the priorities of the City as expressed in the Local Support Evaluation Criteria, approved by City Council on 10/15/2019.

Summary of proposals for which resolutions of support are requested (in alphabetical order):

**Alameda Palms II**

Applicant/Developer: Alameda Palms II, Ltd./Tropicana Building II, LLC

Project type: New Construction

Location: District 6 – 140 S. Americas Ave., 79907

# of affordable units: 40 (24 units at 60% AMI, 12 units at 50% AMI, 4 units at 30% AMI)

**Ridgestone Seniors**

Applicant/Developer: Ridgestone Seniors, Ltd./Investment Builders, Inc.

Project Type: New Construction

Location: District 5 – 11040 Montana Ave., 79936

# of affordable units: 40 (28 units at 60% AMI, 8 units at 50% AMI, 4 units at 30% AMI)

Revised 04/09/2021

Sunset Vista Seniors

Applicant/Developer: Sunset Vista Seniors, Ltd./Investment Builders, Inc.

Project Type: New Construction

Location: District 6 – 1333 Pullman Dr., 79936

# of affordable units: 40 (28 units at 60% AMI, 8 units at 50% AMI, 4 units at 30% AMI)

Villas at Augusta

Applicant/Developer: Villas at Augusta, Ltd./Investment Builders, Inc.

Project Type: New Construction

Location: District 5 – SWC of Augusta Dr. and N. Zaragoza Rd, 79938

# of affordable units: 70 (49 units at 60% AMI, 14 units at 50% AMI, 7 units at 30% AMI)

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO**

**PRIMARY DEPARTMENT:** Department of Community + Human Development (DCHD)

**SECONDARY DEPARTMENT:** Permits and Inspections, Economic Development

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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**(If Department Head Summary Form is initiated by Purchasing, client department should sign also)**

**RESOLUTION**

**WHEREAS**, Ridgestone Seniors, Ltd./Investment Builders, Inc. has proposed a development for 40 affordable rental housing units at 11040 Montana Ave, El Paso, TX 79936, named Ridgestone Seniors, in the City of El Paso, Texas; and

**WHEREAS**, Ridgestone Seniors, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at 11040 Montana Ave, El Paso, TX 79936, named Ridgestone Seniors, in the City of El Paso, Texas; and

**WHEREAS**, Ridgestone Seniors, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Ridgestone Seniors.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Ridgestone Seniors** development located at 11040 Montana Ave, El Paso, TX 79936 (TDHCA Application number 22140) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

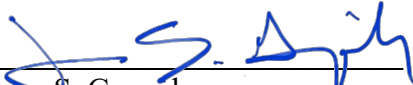
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer

**RESOLUTION**

**WHEREAS**, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has proposed a development for 40 affordable rental housing units at 1333 Pullman Dr, El Paso, TX 79936, named Sunset Vista Seniors, in the City of El Paso, Texas; and

**WHEREAS**, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at 1333 Pullman Dr, El Paso, TX 79936, named Sunset Vista Seniors, in the City of El Paso, Texas; and

**WHEREAS**, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Sunset Vista Seniors.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Sunset Vista Seniors** development located at 1333 Pullman Dr, El Paso, TX 79936 (TDHCA Application number 22124) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

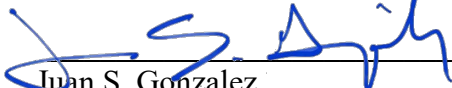
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer

**RESOLUTION**

**WHEREAS**, Villas at Augusta, Ltd./Investment Builders, Inc. has proposed a development for 70 affordable rental housing units at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

**WHEREAS**, Villas at Augusta, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

**WHEREAS**, Villas at Augusta, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Villas at Augusta.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Villas at Augusta** development located at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938 (TDHCA Application number 22123) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer

**RESOLUTION**

**WHEREAS**, Alameda Palms II, LTD/Tropicana Building II, LLC has proposed a development for 40 affordable rental housing units at 140 S. Americas Ave, El Paso, TX 79907, named Alameda Palms II, in the City of El Paso, Texas; and

**WHEREAS**, Alameda Palms II, LTD/Tropicana Building II, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Alameda Palms II.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Alameda Palms II** development located at 140 S. Americas Ave, El Paso, TX, 79907 (TDHCA Application number 22192) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

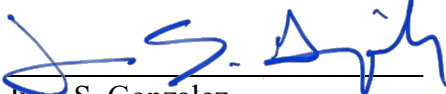
**THE CITY OF EL PASO:**

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Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole M. Ferrini  
Chief Resilience Officer



### 2022 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 support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 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 Friday, November 5, 2021 by 5:00 pm (MST)

#### SECTION A. PROPERTY AND CONTACT INFORMATION

- Applicant/Developer: Alameda Palms II, LTD/Tropicana Building II, LLC
- Contact Person: R.L. Bowling, IV
- Applicant Address: 2505 E. Missouri Ave. Suite 300  
Phone: 915-821-3550 E-Mail: bbowling4@tropicanahomes.com
- Name of Proposed Development: Alameda Palms II
- Proposed Development Address/Location: 140 S. Americas Ave.
- Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):  
9% Regional Competitive

#### SECTION B. PROJECT INFORMATION

- Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
- 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.
- Total cost of development (as prepared by an Architect, Engineer or Contractor): \$ 12,000,000
- Cost per square foot: \$ 71
- Amount of tax credits being requested of TDHCA: \$ 1,111,659
- 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	8	0	0	4	4	0
2 Bedroom	16	0	0	12	4	0
3 Bedroom	8	0	0	4	4	0
4 Bedroom	8	0	0	4	0	4
<b>Totals</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>12</b>	<b>4</b>

7. Is the proposed development site properly zoned for proposed development? Yes  No   
 a. Current Zoning: C-3
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](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: \$ 0  
 Or, total amount of requested fee waiver from the City of El Paso: \$ 0
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |                      |
|---|----------------------|
| Acquisition:                                | \$ <u>700,000</u>    |
| Design/Soft Costs:                          | \$ <u>2,300,000</u>  |
| New Construction of Housing Units:          | \$ <u>9,000,000</u>  |
| Rehabilitation/Conversion of Housing Units: | \$ <u>0</u>          |
| Funds from other sources:                   | \$ <u>0</u>          |
| Total Project Cost:                         | \$ <u>12,000,000</u> |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):  
 How many of the existing dwelling units are occupied? NA Vacant? NA  
 If completely vacant, how long has the property been vacant? NA  
 Are any of the units owner-occupied? NA  
 Will Temporary or permanent relocation be required? NA
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 5, 2021 BY 5:00 PM (MST).**

**Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing [housingprograms@elpasotexas.gov](mailto:housingprograms@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 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): R. L. Bowling IV

Printed Name/Title: R. L. Bowling IV

Date: 11/12/21

<b>FOR STAFF USE ONLY:</b> Received by: _____ Date: _____
Review for Completeness by: _____

## Eva Davalos

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**From:** Weber, Mark C. <WeberMC@elpasotexas.gov>  
**Sent:** Friday, October 29, 2021 3:01 PM  
**Cc:** Gutierrez, Abraham  
**Subject:** RE: 2022 LIHTC Request for Municipal Support

Hello Affordable Housing Developers,

The Department of Community + Human Development is extending the deadline for submittal of Requests for Municipal Support for 2022 9% LIHTC proposals to November 19<sup>th</sup>, 2021 at 5:00 pm (MST). This extension allows for the QAP to be finalized and any necessary changes to be made to requests prior to submittal.

See the email below for a link to required documents for request submittals.

Please let me know if you have any questions.

Mark Weber  
Community Development Program Manager  
Community + Human Development  
[City of El Paso](#)  
915.212.1682

[elpasotexas.gov](https://www.elpasotexas.gov)

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**From:** Weber, Mark C.  
**Sent:** Monday, September 27, 2021 3:55 PM  
**Cc:** Gutierrez, Abraham <GutierrezAX@elpasotexas.gov>  
**Subject:** 2022 LIHTC Request for Municipal Support

Hello Affordable Housing Developers,

The City is prepared to take in and review Requests for Municipal Support for 2022 9% Low Income Housing Tax Credit (LIHTC) proposals for submittal to the Texas Department of Housing and Community Affairs (TDHCA). The due date for requests is Friday, November 5<sup>th</sup>, 2021 by 5:00 pm (MST). You may find the request form and attachments on our department's main webpage: <https://www.elpasotexas.gov/community-and-human-development/>

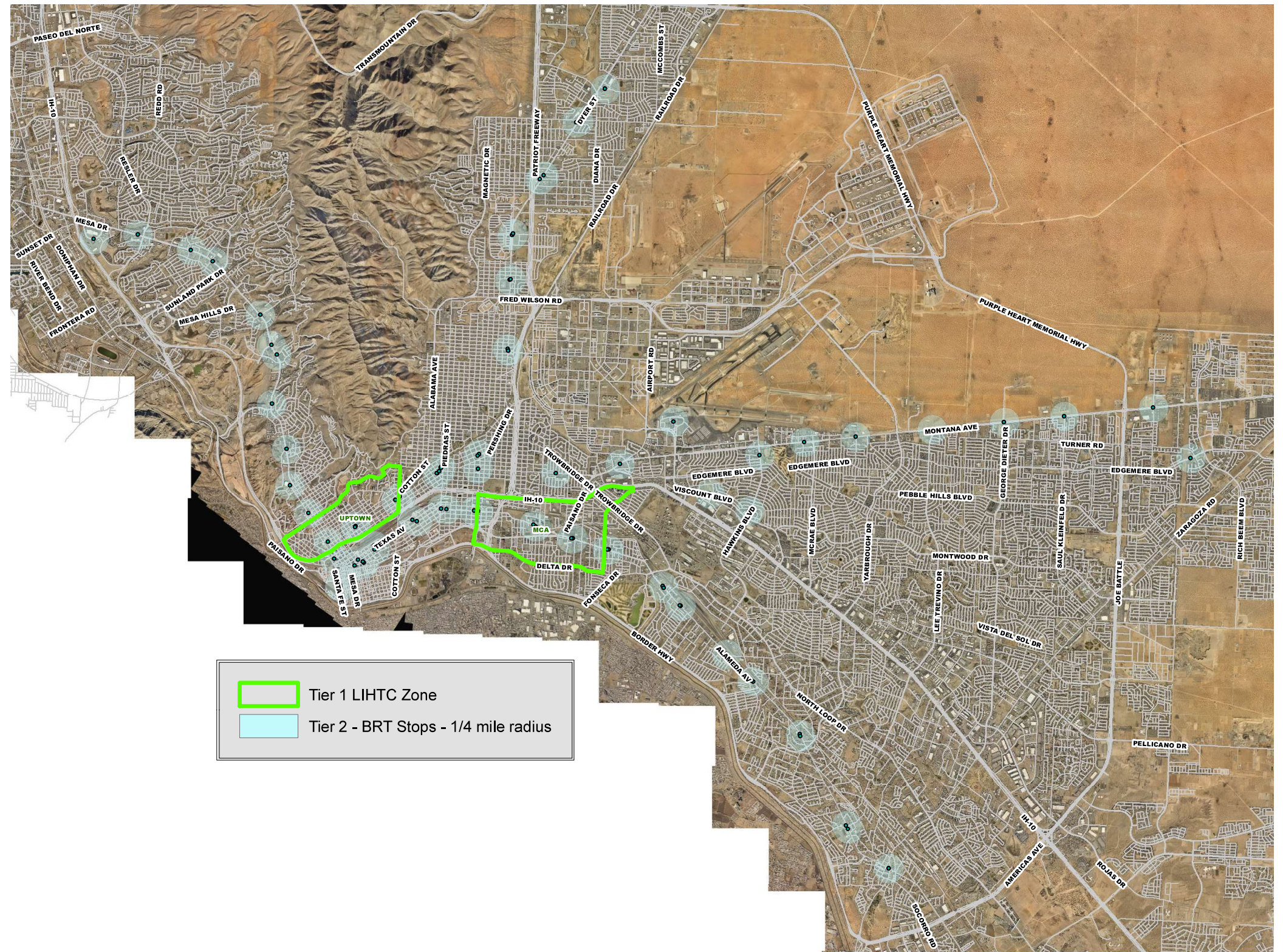
This form may also be used throughout the year to request a resolution of no objection for 4% LIHTC proposals. Those requests are taken on a rolling basis, and do not have a deadline.

Please let me know if you have any questions.

Best regards,

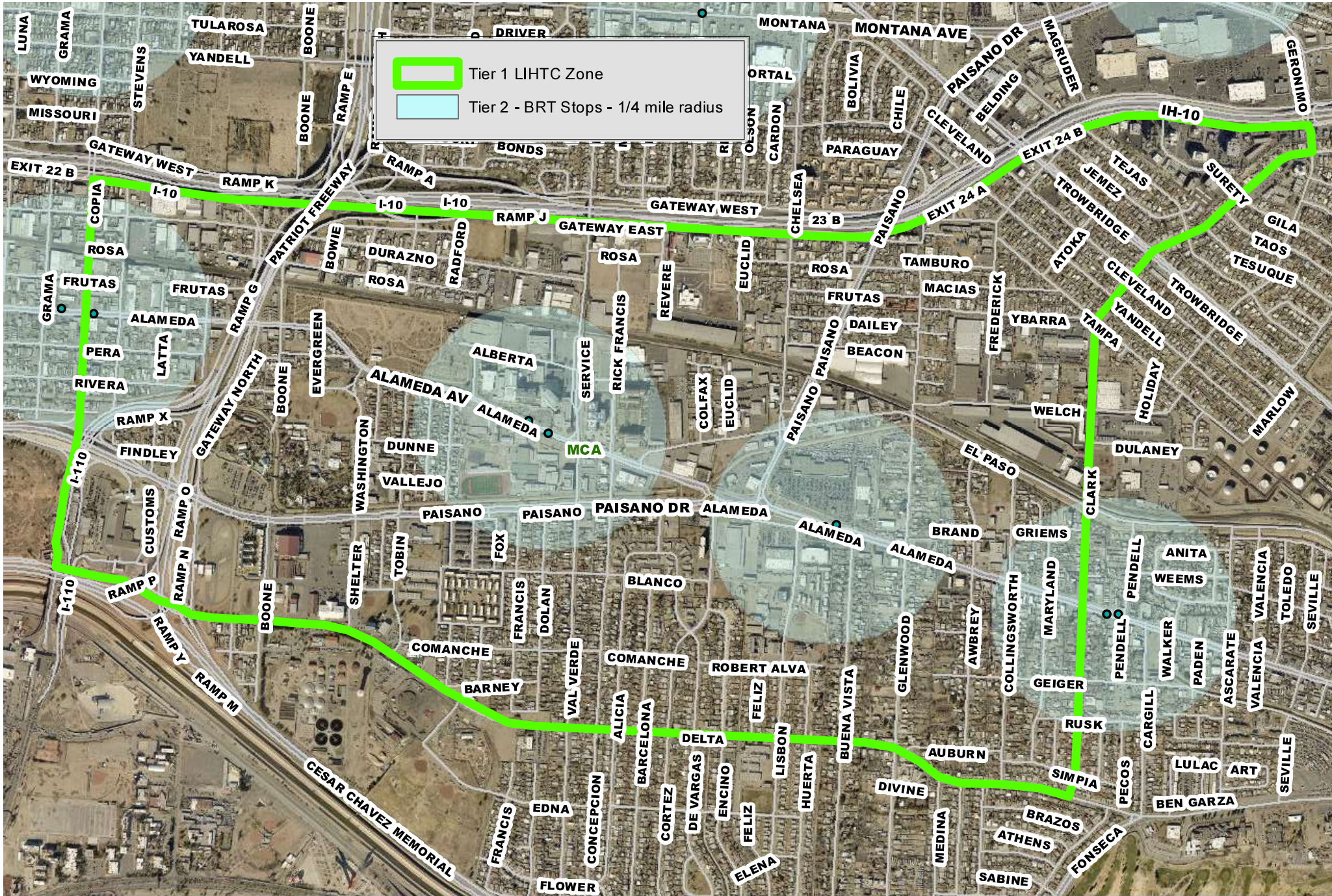
Mark Weber  
Community Development Program Manager  
Community + Human Development  
[City of El Paso](#)  
915.212.1682

[elpasotexas.gov](https://www.elpasotexas.gov)



 Tier 1 LIHTC Zone

 Tier 2 - BRT Stops - 1/4 mile radius





2022 LOW INCOME  
HOUSING TAX  
CREDITS

# Request for City of El Paso Support

ALAMEDA PALMS II  
40 UNITS



**R.L. "BOBBY" BOWLING**  
President – Tropicana Building II  
2505 E. Missouri Ave., Suite 300  
El Paso, Texas 79903  
PH: 915-821-3550 FAX: 915-821-3556  
Bbowling4@tropicannahomes.com



**1. Maximize Affordable Housing units within the City of El Paso**

Tropicana Building II Plans to use the 9% Housing Tax Credit to house low and very low income families. Tropicana anticipates requesting \$1,111,659 in Housing Tax Credits from the Texas Department of Housing and Community Affairs. The total construction costs are anticipated to be approximately \$11 million. The goal of the Housing Tax Credit Program is to bring private investment dollars in exchange for the tax credits to build low and moderate income housing. This development will bring over \$11 million in private equity and debt from investors and lenders to build 40 low-income units. The development is well-served with amenities and features (including ample public transit opportunities) for the low- and moderate-income tenants. Recent hyper-inflation and supply-chain issues have caused cost to be much higher than in previous years.

Tropicana plans to build a low-income community serving 40 families. The target is working families making up to as high as \$36,540 per year (depending on family size); however, the Tax Credit program mandates that we accept Section 8 HACEP voucher holders—most of whom are not employed. Of the low-income units, 10% of the units will target 30% AMFI, 20% of the units will target 50% AMFI, 70% of the units will target 60% AMFI

The majority of families that live in Tropicana's Housing Tax Credit program are working families. Over half our current tenants are single moms with two or three children. The next largest demographic currently served in our portfolio are young couples (21-35 years old) with three children. Elderly tenants are the 3<sup>rd</sup> largest demographic.

**2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services**

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**EDUCATION** - Tropicana has partnered with the Texas Workforce Commission to offer **workforce** classes and **entrepreneurial development programs** to be offered at the property. The Texas Workforce Commission and Tropicana have recently partnered in a Youth Build Program to help at risk youth develop basic construction skills at Dyer Palms a 152-unit complex built and owned by Tropicana Building II, LLC. This will also be applied to Alameda Palms II.

Equal to that and just as important is **education** whether it is learning English as a second language or obtaining a High School Equivalence Degree or GED. Tropicana will offer GED preparation classes onsite and free to the tenants which shall include an instructor providing on-site coursework and exam. In addition, Tropicana will provide English as a second language classes which also shall include an instructor providing on-site coursework and exam free to the tenants at the development.

Tropicana has helped over 120 families in the last 18 months with GED, ESL and/or direct scholastic tutoring at our properties in El Paso County. Attached is a list of those families.

The successes are notable—out of the 124 students living in Tropicana apartments for 2016 that used our social services, 16 residents were motivated to attend high school, 8 completed their GED, 5 have passed at least 3 of 5 GED tests, 2 completed mid-level ESL competency, and 1 achieved literacy to construct basic sentences. (Full list available on demand.) Many more continue to attend sporadically even after they have moved to other locations.

**HOMEOWNERSHIP/ECONOMIC DEVELOPMENT** - Tropicana offers a large menu of support services to its Tenants every month **FREE of charge to the tenants**. Tropicana takes very seriously the goal of not only providing affordable housing for its tenants but also views our apartments as an “incubation” centers for families to grow into true financial independence, which includes home ownership. Since 2008 Tropicana has “incubated” over 100 families into **homeownership** through its supportive services. Therefore, quarterly financial planning courses including homebuyer education, credit counseling, investing advice, retirement plans, will be offered through an on-site instructor. Further, we do job training and under our “dress for success” program we help tenants dress and practice job interviews to help our tenants succeed in personal economic development for themselves. Additionally, the development will comply with policy 10.7.6 in that it will be another “green built” apartment complex built with the same construction techniques that allowed Tropicana to achieve a “GOLD LEED” certificate on its Verde Palms development. (See green building attachment.)

**SUPPORTIVE SERVICES** - Other supportive services include but are not limited to

- Annual health fair provided by a health care professional
- Quarterly health and nutritional courses
- Organized youth programs Scholastic tutoring homework help or other focus on academics
- Notary services during regular business hours
- Weekly exercise classes (offered at times when most residents would be likely to attend)
- Twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes)

Alameda Palms II will also promote Energy Conservation as the project will be built to the 2015 International Energy Conservation Code. Which could save the tenants as much as 20% on their energy bills in relation to existing projects.

The development is adjacent to the rich heritage of the Mission Trail corridor. The El Paso Mission Trail Association is dedicated to the education, promotion and preservation of the missions at Ysleta, Socorro, and San Elizario Chapel.

### **3. Residents given an Opportunity for Inclusiveness and afforded an opportunity to access Public Services**

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*No physical barriers separating the development from neighborhood*

Goal 2.2 - It is the goal of the City of El Paso to diversify its post-war suburban neighborhoods in strategic locations in order to increase the variety of housing options, including townhomes and to expand opportunities of employment and neighborhood shopping without requiring long car trips. In addition, Plan El Paso highlights in importance of infill development.

Alameda Palms II certainly falls in the above category of infill development that increases the variety of housing options including our unique townhomes. The development site provides the neighborhood shopping with abundant commercial and retail within walking distance and allows for great opportunities for inclusiveness with nearby employment. Alameda Palms II will be approximately 8 acres, situated near the corner of Alameda and South Americas Blvd and is a truly infill site, surrounded by fully developed infrastructure, commercial and residential components. The site and the amenities offered at Alameda Palms II are abundant they include: a Walmart Super Center, Walgreens Pharmacy, Texas Kids Dental, Daycare, and several retail, civic centers, and food retail. (See Location Map with Amenities). All within a ½ mile of the site which is easily



walkable if not easy to bicycle. In addition, the site is within  $\frac{3}{4}$  mile near Pavo Real Recreational Center and Swimming Pool, the Camino Real Middle School, the Sergio Troncoso Branch Library, and the Pueblo Viejo Park which has a great hike and bike two mile trail. Again, this is a long since passed over vacant lot within a neighborhood that began development over 30 years ago.

In addition, the development will help promote bicycling by having bicycle racks on site and will help promote using the mass transit system - Sun Metro which has a bus stop (#60) adjacent to the site off of Alameda (See Location Map).

Gathering points/areas that bring together residents of the project and residents of the neighborhood at large:

Alameda Palms II will incorporate the following amenities that will bring together of the project and residents from the neighborhood at large:

Gazebo or covered pavilion w/sitting area

Barbecue grill and picnic table with at least one of each for every 50 Units

Park to include Two Children's Playscapes Equipped for 5 to 12 year olds, two Tot Lots, which will be covered shade canopy intended to keep the neighborhood children cool, provide shade, and ultraviolet protection. In addition the park will include a Sport Court for Basketball

Quality of Life Amenities/Walkability

In addition, the development will help encourage a sustainable lifestyle such as walking, cycling, the use of public transit, and reduce dependence upon automobile. The development through its social service provider, will promote Citywide carpooling programs onsite putting families that work in close proximate areas can car pool. The development will also promote bicycling by having bicycle racks on site and will help promote using the mass transit system - Sun Metro which has a bus stop (#60) adjacent to the site off of Alameda (See Location Map).

#### **4. Local Presence and Long Term Accountability in El Paso**

---

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. Staff presence in El Paso, Experience, and historic commitment to affordable housing.

The Bowling brothers (Bobby Bowling IV and Randy Bowling) who own Tropicana Building are third generation homebuilders in El Paso. The family has built more than 20,000 homes in their community since 1950. The Bowling family directly employs over 130 people and indirectly employs another 500 people through various subcontractor and supplier relationships with enterprises primarily involved in the real estate and building industries, including Patriot Mortgage, Tropicana Homes, Tropicana Development, Tropicana Properties, and Tropicana Homes Realty. The Bowling's have been recognized by the Texas State Legislature, Texas Department of Housing and Community Affairs, the City of El Paso, the Texas Association of Builders, El Paso Association of Builders and numerous other non-profit organizations and foundations for their participation in hundreds of community development projects. Tropicana Building currently own 39 townhome Low Income Housing Tax Credit (LIHTC) developments throughout the City of El Paso of which two developments are under contract and or construction: Artcraft Palms and Hemley Palms. Tropicana's initial Low Income Housing Tax Credit award was in 2001 building 72 low-income housing units in three developments: Sunset Palms in partnership with a non-profit, Cooperstown and South Cooperstown. Since then, Tropicana has been awarded a LIHTC project every year for a total of over 3,500 townhome units in and around El Paso, Texas.

TROPICANA AND THE BOWLINGS **ONLY** DEVELOP AND BUILD IN ELPASO COUNTY AND ALL LIVE HERE, RAISE THEIR FAMILIES HERE, AND RECIRCULATE THEIR EARNINGS WITHIN THE LOCAL COMMUNITY.

Tropicana Properties is the management company that manages all 3,000 plus units. It is a partnership of the two brothers Bobby Bowling IV and Randy Bowling, and Demetrio Jimenez. Tropicana Properties is also the compliance arm of the management company and unlike other management company's does not use out-of-town compliance companies. It has a stellar reputation in compliance with zero issues and has the highest record in the state for a company its size in keeping the units compliant physically under the Uniform Physical Compliance Standards with an average of 96 in the last five years. Tropicana Properties alone employs 92 full time managers and maintenance personnel.

Tropicana will continue building its single family homes and multifamily developments. The various related Tropicana entities have the capacity to build up to 400 single-family units in one year (as they did in 2005) and up to 400 multi-family units in one year (as they did in 2014).

Income Mix of the 3,744 units owned by Tropicana and its Limited Partners:

86% of the units target 60% and below of the Area Median Family income

14% Target families above 60% and are labeled Market Rate Units.

## **5. Meets City Smart Growth Initiative as set out in Plan El Paso**

Goal 1.3 Alameda Palms II is considered a G-4 "Suburban" Future Land Use Area. Without addressing each individual component (application space requirement does not permit, but we would be glad to address each item verbally through an interview) we draw specific attention to a few of the items:

Goal 1.2, 1.3, 2.1 and 4.1—this is a vacant and underutilized parcel passed over for decades.

Policy 1.3.1 Alameda Palms II will be next to an on-site a park which includes:

- Gazebo or covered pavilion w/sitting area
- Barbecue grill and picnic table with at least one of each for every 50 Units
- Park to include Two Children's Playscapes Equipped for 5 to 12 year olds, two Tot Lots, which will be covered shade canopy intended to keep the neighborhood children cool, provide shade, and ultraviolet protection. In addition the park will include a Sport Court for Basketball
- Caribe Park an existing park is within ½ mile and walking distance from the site.

Alameda Palms II is also within ½ mile walking distance from an existing middle school Camino Real Middle School and ¾ of a mile Presa Elementary School which both are service by sidewalks.

Goal 1.9—Definitely not an industrial area

Goal 2.1 Smart Location principles adopted in between residential and commercial existing development

Policy 1.3.2 Alameda Palms II is also adjacent to an existing Sun Metro bus stop along Alameda Rd. It is not yet served by sidewalks but if the City and TxDot allow we will install.

Policy 2.1.4, Goals 4.11, 6.2, 6.3, 7.3, 7.11, 9.6 Alameda Palms II will have a business center (TDHCA point item) available on site for tenants and or prospective employers to use in their presentations to our tenants. That business center includes:

Equipped and functioning business center or equipped computer learning center. Will be equipped with 4 computers with basic Word programs, 1 laser printer per computer lab and at least one scanner which may be integrated with printer.

In addition, Alameda is within a ½ mile to ¾ mile from major employers which include: Sherwin Williams Product Finishes, Escoto US Custom Brokers, Pam Transport, Interload Forwarding, EP Logistics, Champlian Cable Corporation, MFI International, Cummins, Senti Goe USA, Brown Alcantar Brown, and TRW Automotive. These are only a few on the south side of Loop 375.

Policy 2.1.6 The development will be outfitted with bicycle racks and each unit has a 9 sqft lockable outdoor storage which is plenty of space to put a bicycle.

Goal 4.7 and 4.11 Public Transportation is adjacent to the site

Policy 6.1.1 – The units are townhome designed and individually metered.

Goal 9.4—The development will utilize an internal thoroughfare with pedestrian-friendly design elements, including design speeds of 20 miles an hour with the use of speed bumps, some sidewalks greater than 5 feet, and the use of xeriscape sidewalk trees.

Policy 10.5.9 The site is situated out of the 500-year flood plain and will utilized an on-site pond. We have always supported the development of park-ponds but due to the requirements of the PSB the ponds are overdesigned making them extremely deep and therefore impractical for ADA compliance as a park pond. However, if our design is not as deep we will provide a park pond.

Goals 9.4, 9.5, 10.6, 10.7, 10.8, 10.10 and 10.14-- the development will comply with policy 10.7.6 in that it will be another “green built” apartment complex built with the same construction techniques that allowed Tropicana to achieve a “GOLD LEED” certificate on its Verde Palms development. (See green building attachment.)

Goal 10.13—the development will be surrounded by a noise and vibration mitigating masonry wall

## EXTERIOR AMENITIES

- ✦ Full perimeter fencing
- ✦ Gazebo w/sitting area
- ✦ Accessible walking/jogging path separate from sidewalk
- ✦ Barbecue grill and picnic tables
- ✦ Covered pavilion that includes barbecue grills and tables
- ✦ Equipped and functioning business center or equipped computer learning center
- ✦ Furnished community room
- ✦ Library with an accessible sitting area (separate from the community room)
- ✦ Enclosed community sun porch or covered community porch/patio
- ✦ Community dining room with full or warming kitchen furnished
- ✦ Two children's playscapes equipped for 5 to 12 year olds
- ✦ Sport courts
- ✦ Common area Wi-Fi
- ✦ Secured bicycle parking
- ✦ Green building amenities

## INTERIOR AMENITIES

- ✦ Covered Entries
- ✦ Microwave Ovens
- ✦ Self-Cleaning Ovens
- ✦ Washer and Dryers in each unit
- ✦ Energy Star Appliances including Refrigerator, Dishwasher, Garbage Disposal,
- ✦ Tile Floors in every room
- ✦ Outdoor Storage Unit 9X9
- ✦ Ceiling Fans in every room
- ✦ Evaporative Cooling
- ✦ Solid wood Cabinets throughout
- ✦ Cable/Computer connections in Each Room
- ✦ Mini Blinds in all windows
- ✦ Closet in Each Bedroom
- ✦ Low Flow Faucets and Toilets
- ✦ Instant Hot Water saving in heating bills



Alameda Palms II will be all **NEW CONSTRUCTION** using the latest technology in building materials including energy saving appliances. All of Tropicana's developments are built with conservation in mind from the materials it uses to the drought resistance landscaping.

These energy saving features are transferred to the tenant. Tropicana builds with features such as readily available hot water and high efficiency water heaters all save the tenant in utility costs. In addition, every unit not only has washer and dryer hook ups we include the washers and dryers in the units.

Every Tropicana development has Smart Growth principals in mind, from walkable communities to green built amenities. In choosing sites, Tropicana targets sites that have schools, grocery stores, banking institutions, and entertainment within walking or biking distance.

## Comprehensive Plan Goals:

### Building & Site Design Principles

#### 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 multigenerational families.

*Alameda Palms II goals are to target a mix of incomes from the very poor to the moderate-income tenant.*

**Policy 6.1.3:** Adopt a permanent supportive housing program that focuses on a mix of target populations including the chronically homeless, veterans, people who were recently institutionalized, and youth who are aging out of foster care.

*While transient families cannot live in a low-income tax credit program, veterans, people who were recently institutionalized, and youth who are aging out of foster care may qualify for Alameda Palms II through a state program named the 811 program. This program in conjunction with the Housing Tax Credit program will subsidize those families who have just been released from institutions and youth who are aging out of foster care.*

### Housing Affordability

**Goal 6.4:** Expand opportunities for affordable housing through new tools, technologies, and partnerships.

## Alameda Palms II Creates a Range of Housing Opportunities and Choices

Providing quality housing for people of all income levels is an integral component of Tropicana

### Creates Walkable Neighborhoods

Walkable communities are desirable places to live, work, learn, worship and play, and therefore a key component Alameda Palms II with on-site walkable neighborhood park. Preserves Open Space, Natural Beauty, and Critical Environmental Areas The 8 walkable parks have open space preservation which supports smart growth goals by preserving critical environmental areas, improving our communities' quality of life, and guiding new growth into existing communities

### T3



#### T-3 SUB-URBAN

##### General Character:

Lawns, and landscaped yards surrounding detached single-family houses; pedestrians occasionally

##### Building Placement:

Large and variable front and side yard Setbacks

##### Frontage Types:

Porches, fences, naturalistic tree planting

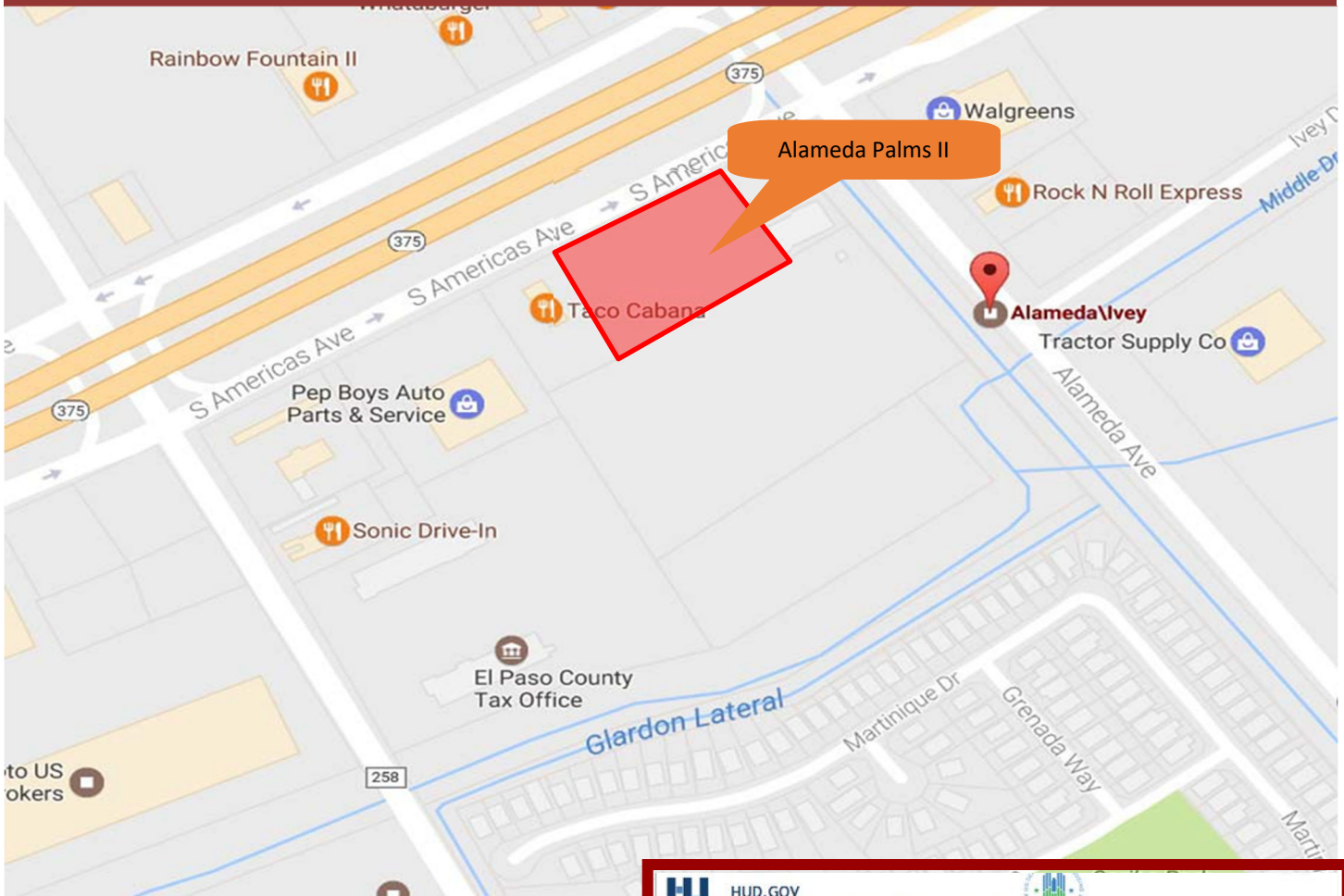
##### Typical Building Height:

1- to 2-Story

##### Type of Civic Space:

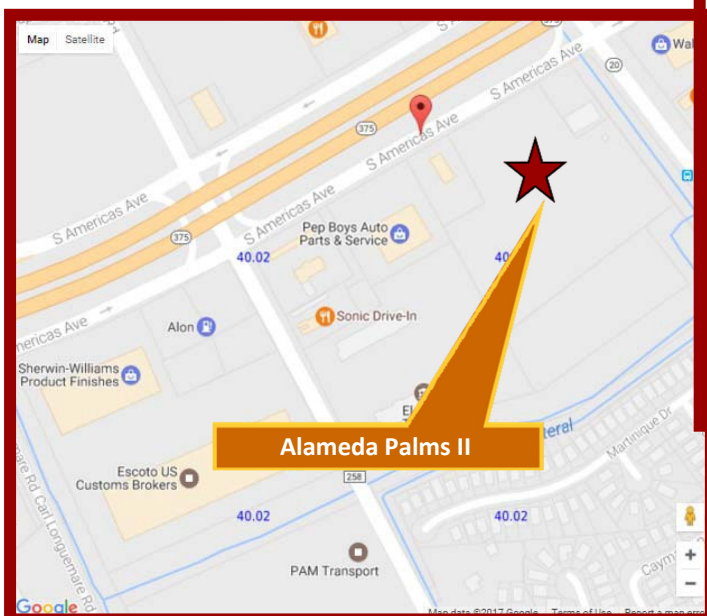
Parks, Greenways

# ALAMEDA Palms II Location Map

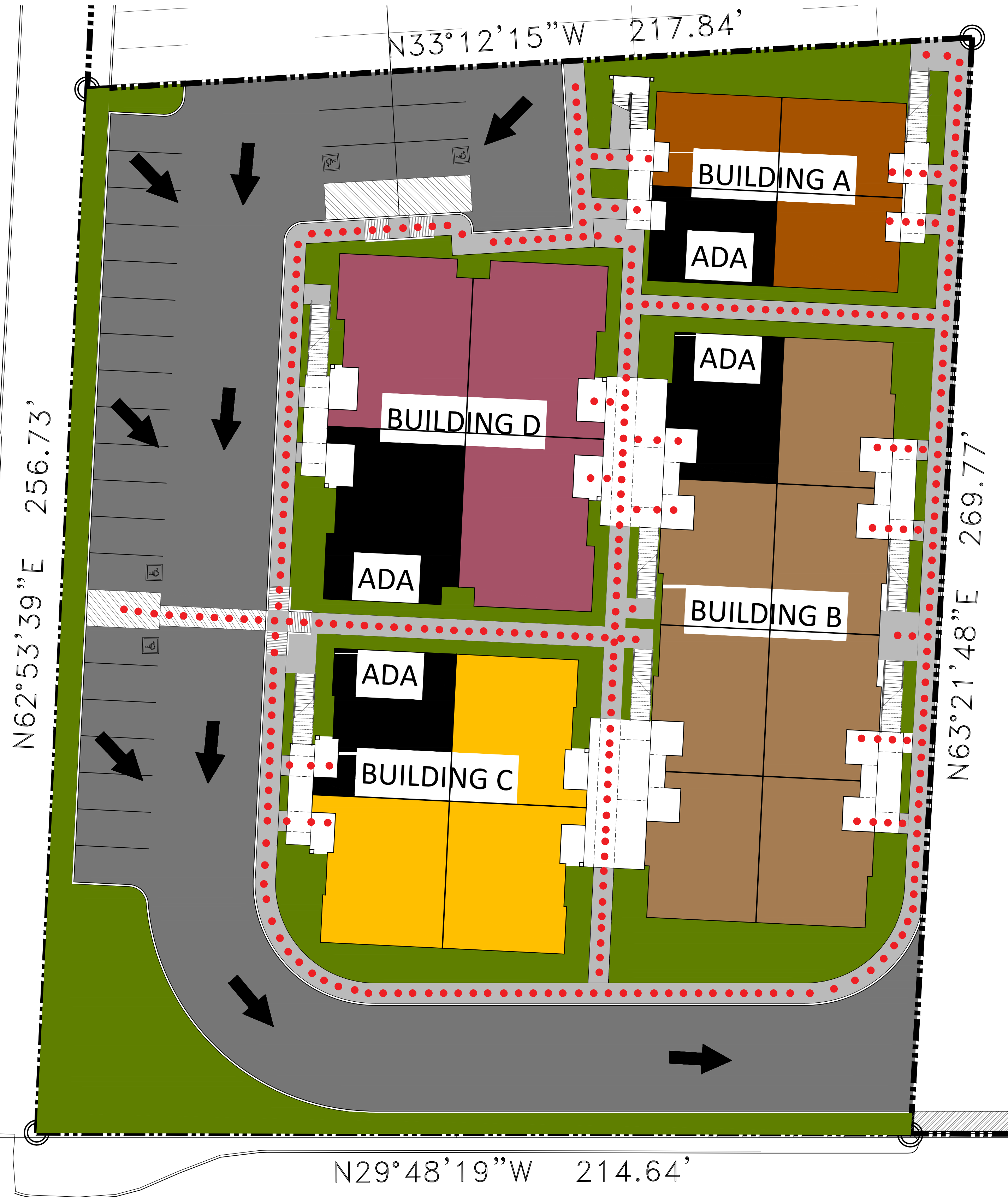


**Alameda Palms II is located at  
140 S. Americas Avenue, El Paso, TX 79907**

A screenshot of the HUD.gov website's 'Qualified Census Tracts' page. The page title is 'QUALIFIED CENSUS TRACTS' and the URL is '140 S. Americas, El Paso TX 79907'. The page includes a search bar, a legend for 'Qualified Census Tracts' (2014 Only, 2015 Only, 2014 &amp; 2015), and a map showing the location of the project. A red star on the map indicates the project location. A text box on the page states: 'This placement is Approximate. Please click here for the correct tract number. The Address "148 S. Americas, El Paso TX 79907" falls under Tract "48141004002". This tract is for 2013 or 2014'. The page also features navigation links like 'HOME', 'ABOUT PDAR', 'RESEARCH &amp; PUBLICATIONS', 'DATA SETS', 'INITIATIVES', and 'QUICK LINKS'.



(N62°46'26"E-TxDOT)  
**140 S. AMERICAS AVE.**



# PRELIMINARY SITE PLAN

TRACK 14A,  
 ALEJO DELGADO SURVEY # 175  
 EL PASO COUNTY, TEXAS.

AREA 6.53 ACRES +/-

### LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPING
- PROPOSED SIDEWALK/CONCRETE
- ACCESSIBLE MOBILITY UNITS
- ACCESSIBLE HEARING/VISUAL
- RAISED PLATFORMS
- PICNIC AREAS
- ACCESSIBLE ROUTE
- GENERAL ROCKWALL
- DRAINAGE FLOW ARROWS

### BENCHMARK:

FOUND CITY MONUMENT ON THE CENTERLINE OF MARTINIQUE DRIVE OPPOSITE LOT 3, BLOCK 3, CARIBE ESTATES UNIT 2.  
 ELEVATION: 3665.38 (NAVD 88 DATUM)

### FLOODZONE:

THIS PROJECT IS LOCATED WITHIN ZONE "C" AS DESIGNATED IN PANEL NO. 480214-0050B, DATED OCTOBER 15, 1982 OF THE FLOOD INSURANCE RATE MAPS IN THE AREAS OF CITY OF EL PASO, EL PASO COUNTY, TEXAS.

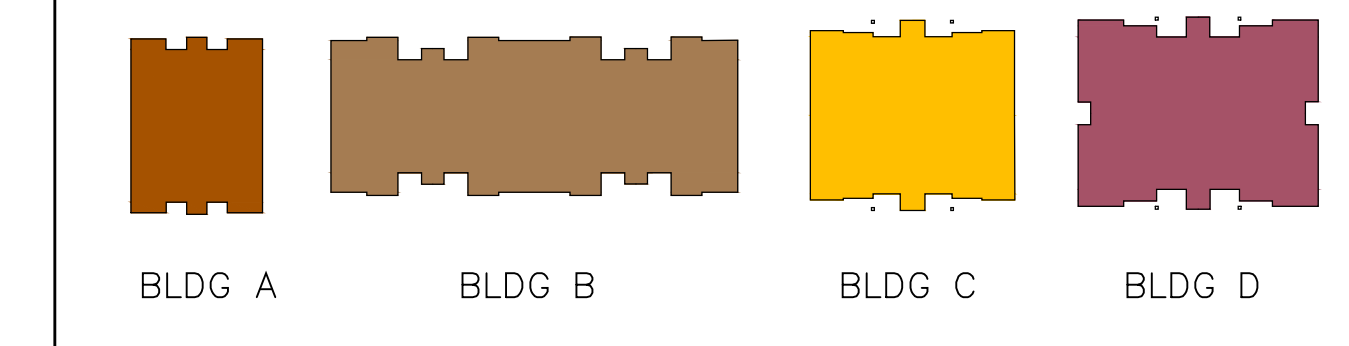
### SCHOOL DISTRICT

YSLETA INDEPENDENT SCHOOL DISTRICT  
 9600 SIMS DRIVE  
 EL PASO, TX 79925.

### PLAT REFERENCE

VOLUME 10, PAGE 33, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.

### QUADRUPLEX UNITS



## GRAPHIC SCALE



BUILDINGS				
TYPE	UNITS	NO. OF BLDGS.	PER UNIT (SF.)	CUMULATIVE NRA* PER
BLDG. "A"	8 UNITS 1 BEDROOM	1	667	5,336
BLDG. "B"	16 UNITS 2 BEDROOMS	1	892	14,272
BLDG. "C"	8 UNITS 3 BEDROOMS	1	1,052	
BLDG. "D"	8 UNITS 4 BEDROOMS	1	1,281	10,248
TOTAL	40 UNITS	4 BLDGS.		

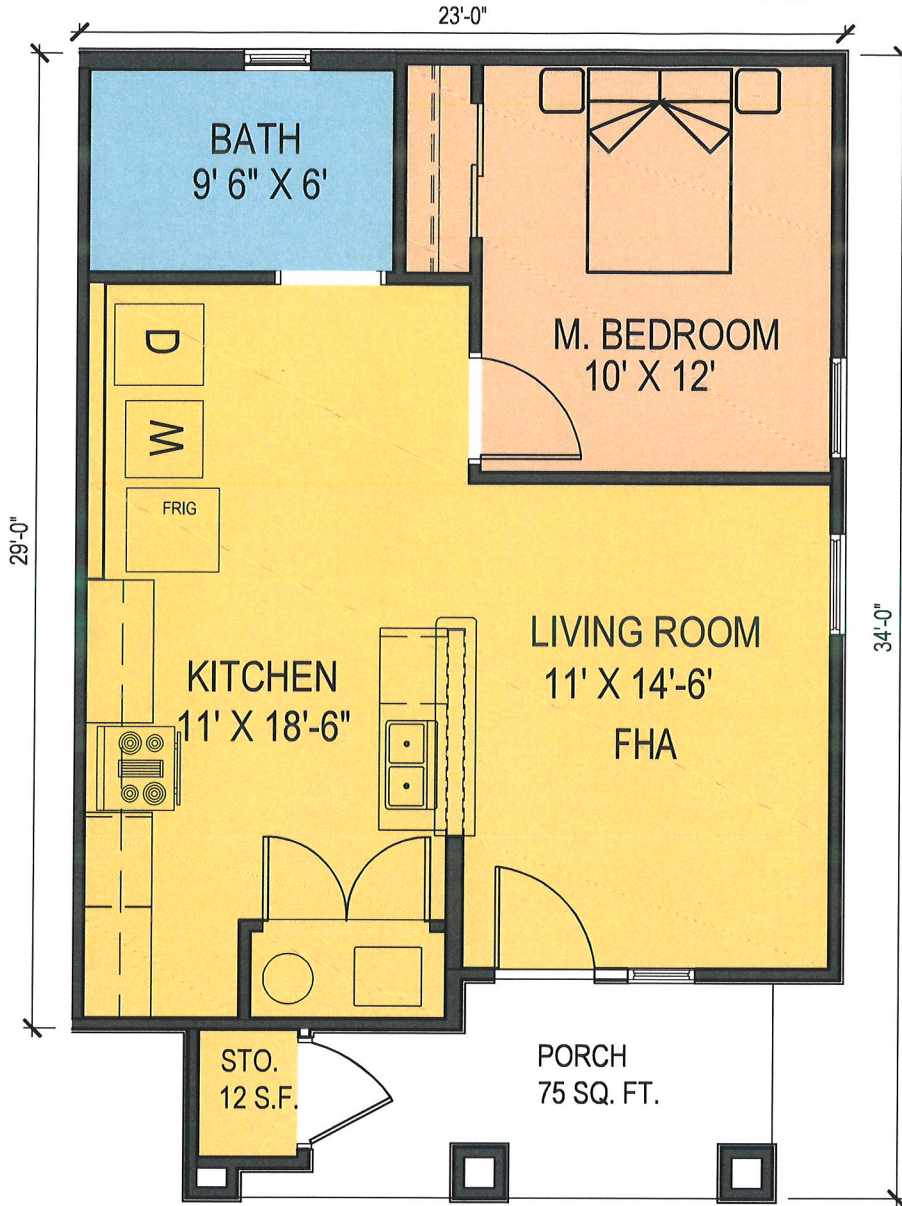
PARKING TABULATION			
TYPE	REQUIRED PER UNITS	NO. OF UNITS	NUMBER OF SPACES REQUIRED
BLDG. "A"	1.5	8	12
BLDG. "B"	2	16	32
BLDG. "C"	2	8	16
BLDG. "D"	2	8	16
TOTAL			76

TOTAL PARKING SPACES REQUIRED 76  
 TOTAL PARKING SPACES PROVIDED 76  
 ACCESSIBLE SPACES REQUIRED 4  
 ACCESSIBLE SPACES PROVIDED 4

### ARCHITECT'S STATEMENT

THE SITE PLAN MATERIALLY ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES.

YEAR 2019



**1 BEDROOM UNIT**  
**FLOOR PLAN LAYOUT**  
**TYPE "A" FHA**

667 SQ. FT. (Rentable SQ. FT.)  
TOTAL/UNIT = 667 SQ. FT.

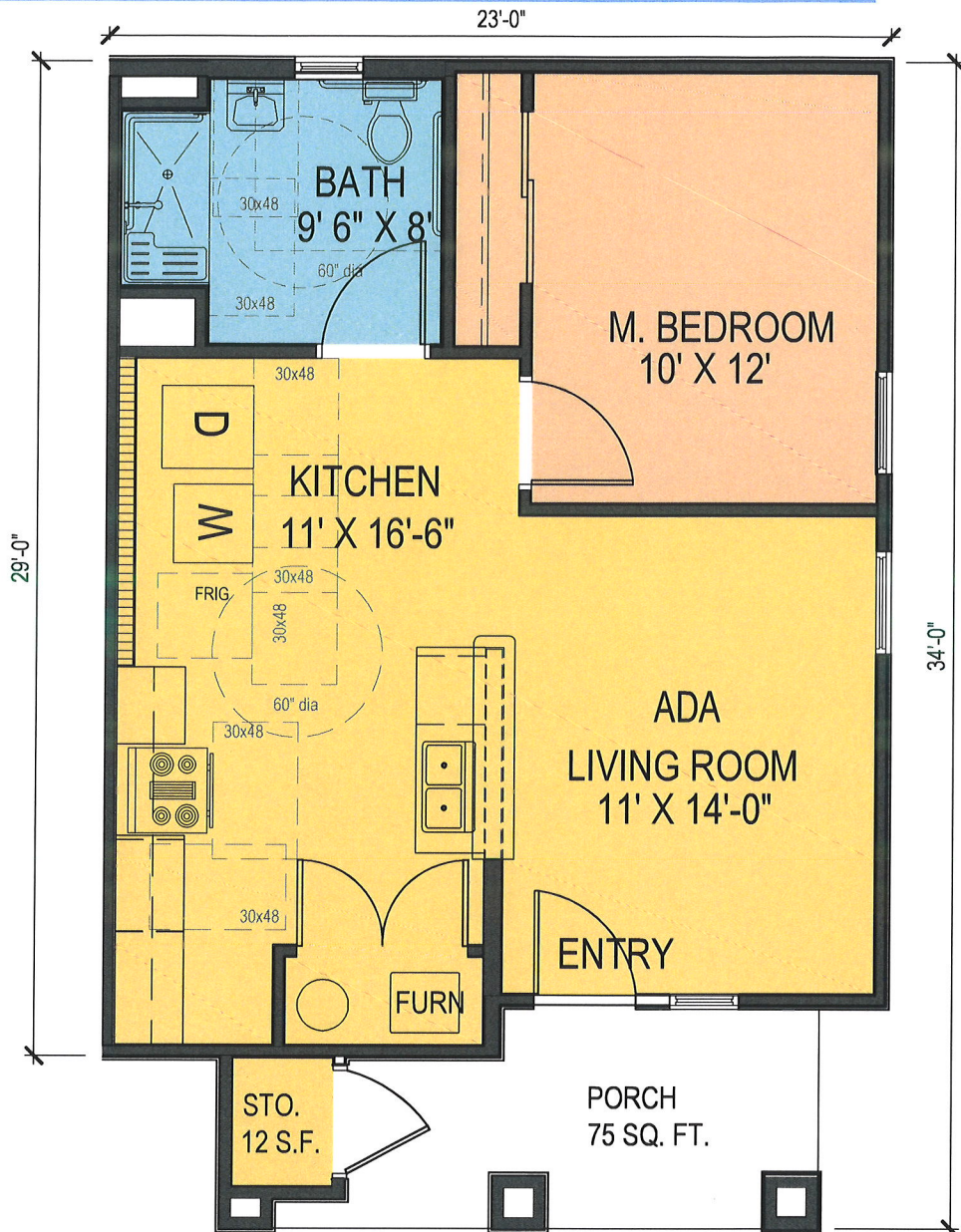
BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	75 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area



CONCEPTUAL UNIT FLOOR PLAN





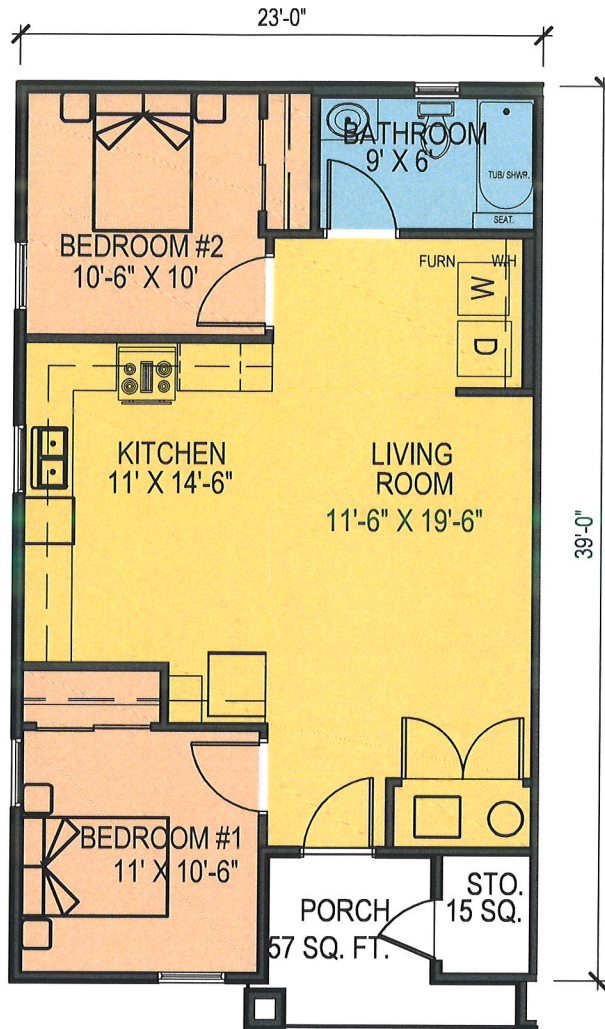
**1 BEDROOM UNIT**  
**FLOOR PLAN LAYOUT**  
**TYPE "A" ADA**

667 SQ. FT. (Rentable SQ. FT.)  
 TOTAL/UNIT = 667 SQ. FT.

- BREEZEWAY = 0 SQ. FT.
- HALLWAYS = 0 SQ. FT.
- \*PORCH = 75 SQ. FT.
- \*BALCONY = 0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





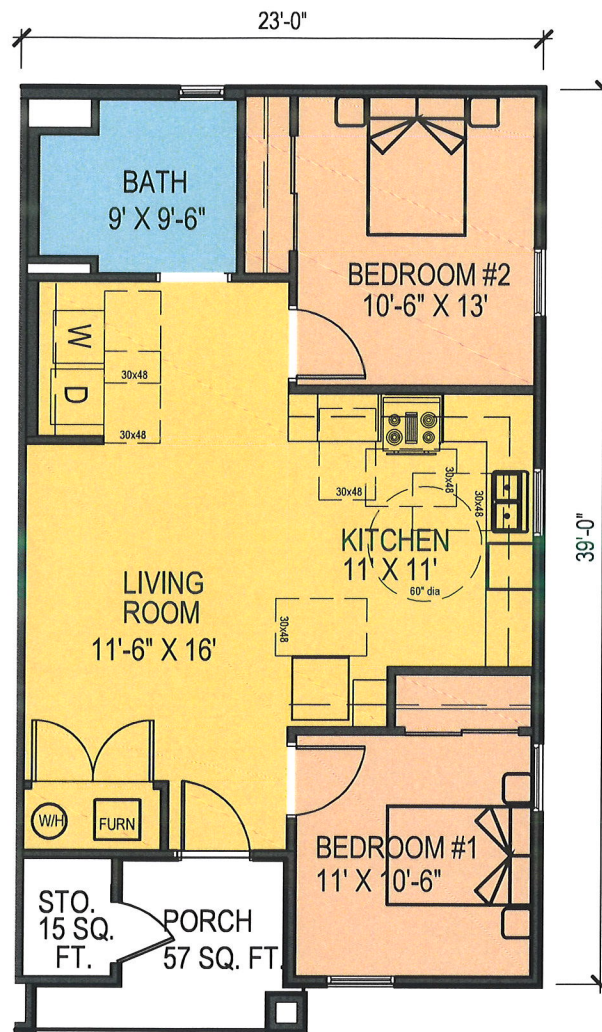
**2 BEDROOM**  
**FLOOR PLAN LAYOUT TYPE "B" FHA**

865 SQ. FT. (Rentable SQ. FT.)  
 TOTAL/UNIT = 865 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	57 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





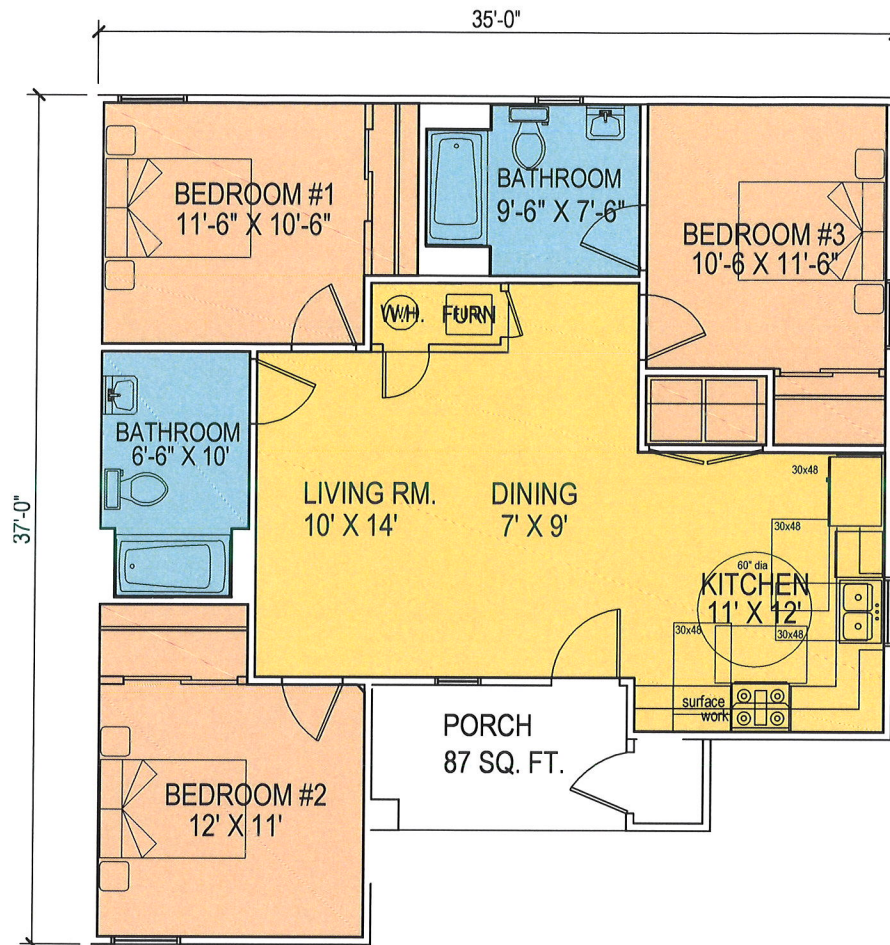
**2 BEDROOM**  
**FLOOR PLAN LAYOUT TYPE "B" ADA**

865 SQ. FT. (Rentable SQ. FT.)



BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	57 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area



### 3 BEDROOM "FHA" FLOOR PLAN LAYOUT TYPE "C"

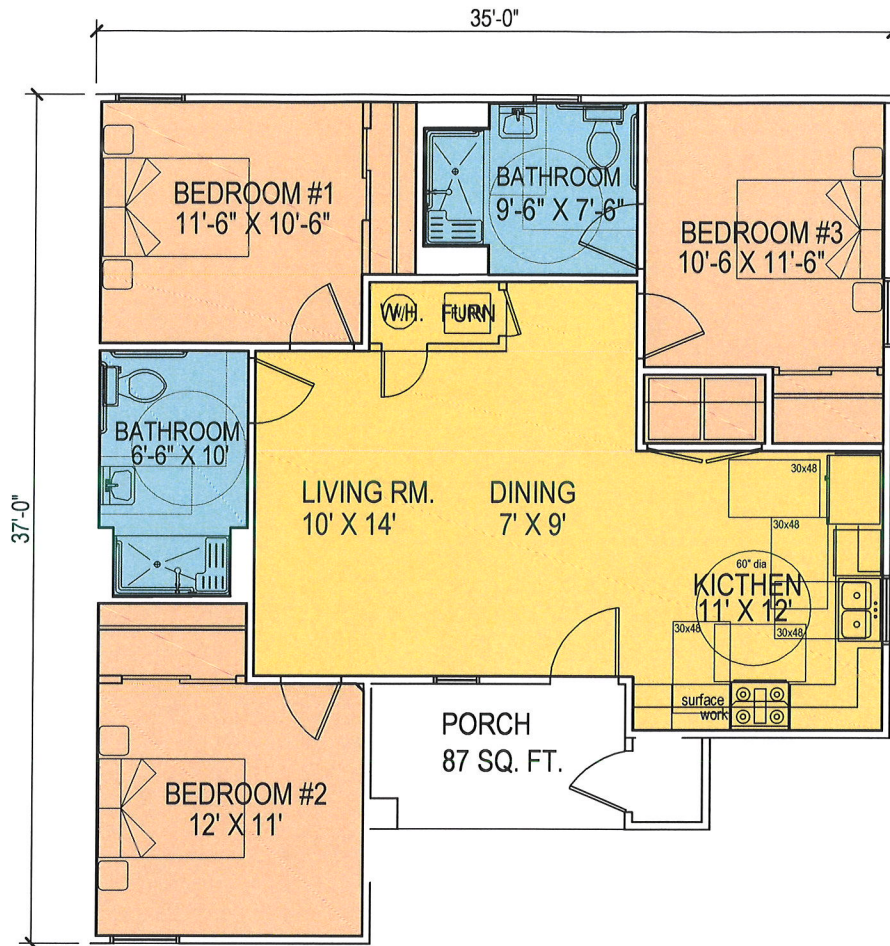
1065 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 1065 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	87 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





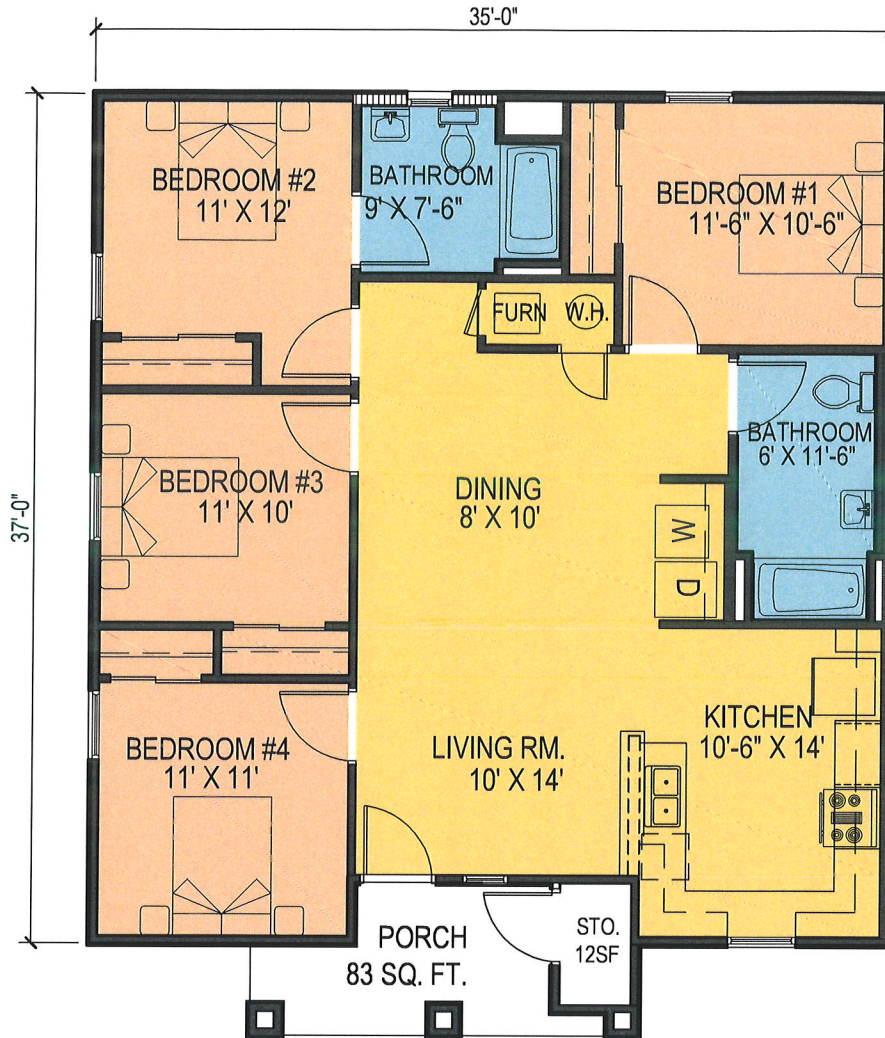
**3 BEDROOM "ADA"**  
**FLOOR PLAN LAYOUT TYPE "C"**

1065 SQ. FT. (Rentable SQ. FT.)  
 TOTAL/UNIT = 1065 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	87 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





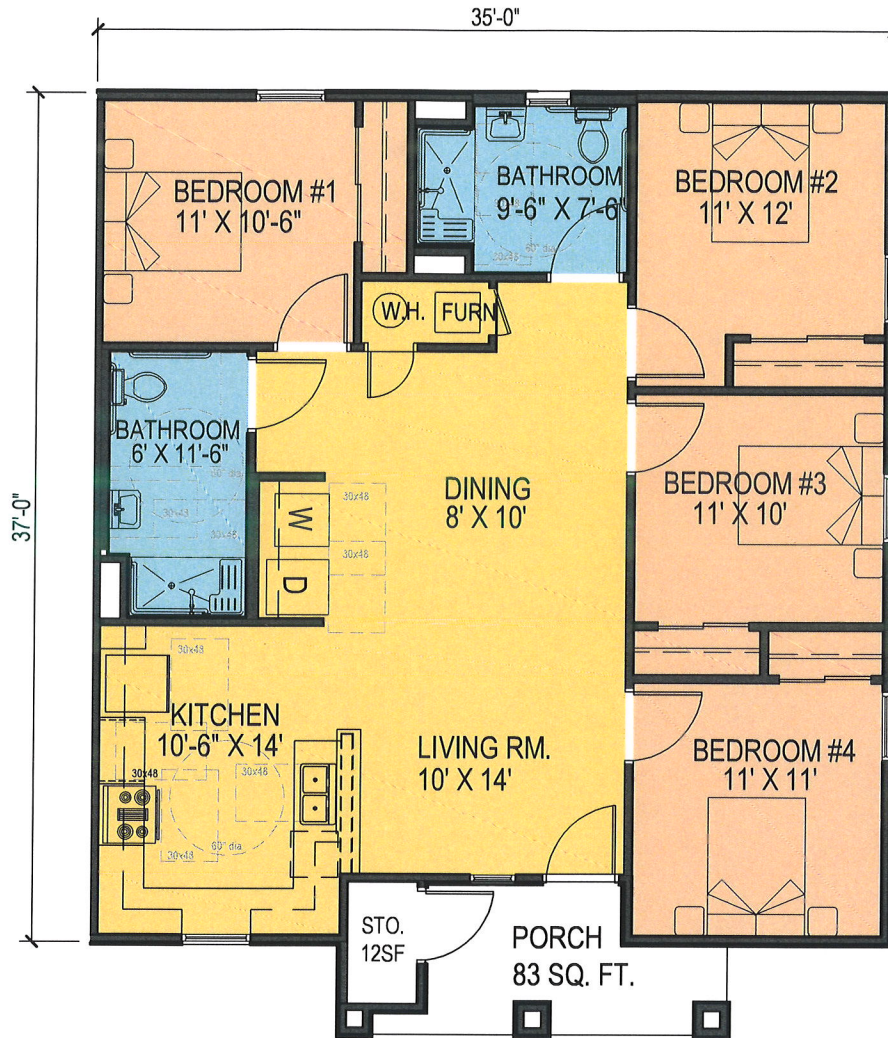
**4 BEDROOM "FHA"  
FLOOR PLAN LAYOUT TYPE "D"**

1265 SQ. FT. (Rentable SQ. FT.)  
TOTAL/UNIT = 1265 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	83 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





**4 BEDROOM "ADA"**  
**FLOOR PLAN LAYOUT TYPE "D"**

1265 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 1265 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	83 SQ. FT.
*BALCONY	=	0 SQ. FT.

\*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area





### 2022 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 support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 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 Friday, November 5, 2021 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: 11040 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): \$8,144,810
4. Cost per square foot: \$154.37
5. Amount of tax credits being requested of TDHCA: \$750,000
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	27	2		15	6	4
2 Bedroom	17	2		13	2	0
3 Bedroom						
4 Bedroom						
<b>Totals</b>	<b>44</b>	<b>4</b>		<b>28</b>	<b>8</b>	<b>4</b>



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/el Paso/index.jsp](https://actweb.acttax.com/act_webdev/el Paso/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:	\$ _____
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 5, 2021 BY 5:00 PM (MST).**

**Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing [housingprograms@elpasotexas.gov](mailto:housingprograms@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 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, Senior Vice President

Date: 11/18/2021

**FOR STAFF USE ONLY:** Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

## City of El Paso Project Evaluation Criteria

### 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 luxurious and quiet senior community on a 2.3-acre site in a safe and vibrant neighborhood with a poverty rate of 20.3%. Located at 11040 Montana Ave in a 2<sup>nd</sup> quartile census tract along the proposed Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 44-unit project will consist of 27 one-bedroom and 17 two-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 project.

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 project 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. The 3-story building will have a centrally located elevator and each floor will have its own community/recreation room. 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 project 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 project are expected to come from (1) a conventional mortgage loan of \$1,530,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of \$6,599,340 and (3) deferred developer fee of \$15,470 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the \$8,144,810 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us 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 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

**Value Statement 2:**

The proposed 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) English as a second language 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.

**Value Statement 3:**

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

- a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger

planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sidewalks, ramps and parking so there will be no barriers to the neighboring community or public services.

- b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, playground and swimming pool that residents may enjoy and invite friends from the neighborhood.
- c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

**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 development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.
- b) A staff presence in El Paso of at least 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 6 employees and a full-time field staff of 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 10 years.
- c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.
- d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

### **Value Statement 5:**

The proposed development meets the City's 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. The proposed development is located in between two Tier 2 levels and will be surrounded by existing neighborhoods. 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 will fill in vacant land within this suburban G-4 area and supplement the limited housing stock.

**Goal 2.1 Smart Location Principals** –the proposed development site is located within ¼ mile of a transit bus stop with continuous sidewalks. This will minimize excessive travel and reduce the need for private automobiles for the senior population in the community.

**Goal 4.1 Compact Urban Area** – the proposed development will be located in a G-4 in-fill suburban area located within ¼ mile of a transit bus stop with continuous sidewalks. Thoroughfares have sidewalks and bike lanes for safer travel for pedestrians and bikers

**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.

**Goal 4.11 Public Transportation** – the proposed development is currently within ¼ mile of a public transit stop and the development will be designed with ADA compliant sidewalks and ramps that will connect to city infrastructure sidewalks to enable residents easy access to transportation options.

**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 surrounded on three sides by single family homes. 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 by the walkable bus stop and accessible sidewalks surrounding the development.

**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 proposed for senior; however, it will in-fill vacant land for new development to balance housing opportunities, retail, services and employment with walkable and transit connectability.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the City to reduce environmental 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 walkable to retail and transit stops with full sidewalk access for connectivity.

**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, groundcover and covered parking in parking areas.

**Goal 10.7 Energy/Public Transit** – the proposed development is an in-fill site on vacant land that will be located within walking 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 located adjacent to Montana Avenue; however, the 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**

**Goal 1.3 Neighborhood Retrofits** – the proposed development will be located within ¼ mile from a Sun Metro bus stop with full sidewalk access and is within walking distance of retail and employment centers.

### **Urban Design – Smart Location Principles**

**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** - will be located within ¼ mile of a Sun Metro bus stop with sidewalk access

**Policy 2.1.4** - will be within walking distance of existing retail, office and employment



**Policy 2.1.6** – the development is located along a major thoroughfare with bicycle lanes. The design will consider the addition of bicycle parking on the site.

**Policy 2.1.7** – the development will NOT be located in a 100-year floodplain

**Policy 2.1.10** – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

**Policy 2.1.11** – the development will NOT be located in an area where imperiled species or ecological communities have been identified

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

## **Housing**

**Housing Supply Goal 6.1** – the development will consist of one elevator served building.

**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 Block Group 481410103113 has a Housing + Transportation index of 53%

## **Health**

**Environmental Risk Factors Goal 9.4** – Not applicable for this development

**Physical Activity Goal 9.5** – not applicable for 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 located adjacent to Montana Avenue; however, the 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 support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

## CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of November 2021, by and between Ridgestone Seniors, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

### WITNESSETH:

WHEREAS, Owner is developing and will own and operate a 46 unit senior (multi-family/senior) development known as Ridgestone Seniors (the "**Property**") located in El Paso, Texas; and

WHEREAS, 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; and

WHEREAS, 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 hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document 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 Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both 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 Two hundred forty five and 00/100 Dollars (\$245.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

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

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to ten Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

- (a) upon the mutual written consent of the parties hereto;
- (b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement; or
- (c) in the event the one 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 five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

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

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner 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.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause 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 Contractor, its employees, officers, or directors 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. 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 during the term of this Agreement 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 hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

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 hereof.

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 hereof, 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, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner: Ridgestone Seniors, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Ray Lopez  
Phone: 915-599-1245  
Email: [rlopez@ibitoday.com](mailto:rlopez@ibitoday.com)

If to Contractor: P.O. Box 101295  
Fort Worth, TX 76185  
Telephone No.: (817) 585-1195  
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 hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.


16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, 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 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.


IN WITNESS WHEREOF, the parties hereto 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: Ike Monty  
Title: President

CONTRACTOR: Better Texans Services, Inc.  
a Texas corporation

By:   
Aubrea Hance, President

**RIDGESTONE SENIORS - EXHIBIT A (1 of 2)**  
**SERVICES**

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

**(A) Transportation Supportive Services**

- (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);
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

**(B) Children Supportive Services**

- (i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));
- (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**

- (i) Four hours of weekly, organized, on-site classes provided 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, 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 worksorce 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);

**(D) Health Supportive Services**

- (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);



**RIDGESTONE SENIORS - EXHIBIT A (2 of 2)**  
**SERVICES**

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(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**

(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);


(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).

**Agreed:**

For Owner:

  
\_\_\_\_\_  
Name: Ike Monty  
Title: President

For Contractor:

  
\_\_\_\_\_  
Aubrea Hance, President



# Tierra Del Sol Housing Corporation

## Tierra Del Sol Housing Corporation 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 to all residents on-site in Ridgestone Seniors' community room. Training will be provided quarterly including 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 Training 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

11-8-21  
Date





Cielo Vista Church

Anytime Fitness Montana & Lee Trevino  
IronGrind True Fitness

Lone Star City Furniture

bin EL Washington Sr Elem

PEBBLE HILLS NORTH

Delafield Dr

Cardigan Dr

Brownfield Dr

Oasis Dr

Breckenridge Dr

Breckenridge Dr

Tenaha Ave

62

1

2

3

4

UNIT DATA			
UNIT TYPE	UNIT AMOUNT		S.F./UNIT
1 BEDROOM	24		704 S.F.
2 BEDROOM	14		883 S.F.
1 BR ACCESSIBLE	2		704 S.F.
2 BR ACCESSIBLE	2		883 S.F.
1 BR VHI	1		704 S.F.
2 BR VHI	1		883 S.F.
	27	704 S.F.	19,008 S.F.
	17	883 S.F.	15,011 S.F.
<b>TOTAL UNIT AMOUNT</b>	<b>44</b>		<b>34,019 S.F.</b>

PARKING DATA -			
UNIT TYPE	UNIT AMOUNT	REQUIRED/ELDERLY .7	TOTAL
1 BEDROOM	27	1.5x.7 x UNIT	29
2 BEDROOM	17	2 x .7 x UNIT	24
TOTAL REQUIRED			53
TOTAL SHOWN IN COMPLEX			56
ACCESSIBLE PARKING SPACES REQUIRED AS PER TAS TABLE 208.2			3
ACCESSIBLE PARKING SPACES PROVIDED			7
BICYCLE RACKS REQUIRED 1 PER 10 UNITS			5 SPCS.
BICYCLE RACKS PROVIDED			5 SPCS.

RIDGESTONE SENIOR  
MONTANA AVE.

**SUMMARY AREAS TABLE**

UNIT	TYPE	QTY	NET RENTABLE SF/UNIT	NET RENTABLE SF/UNIT
TYPE A	INCLUDING ADA UNITS	1BED/1BATH	27.00	704.00
TYPE B	INCLUDING ADA UNITS	2-BED/1 BATH	17.00	883.00
<b>TOTALS</b>			<b>44.00</b>	<b>34,019 S.F.</b>

**BUILDING TOTALS**

SPACE	GROSS SF
UNITS (NRA)	34,019.00
CORRIDORS	6,827.00
SUBTOTAL	40,846.00

**NON-NRA COMMON SPACE AMENITIES**

LOBBY	2,322.00
MAIL OFFICES	670.00
COMMUNITY ROOMS	498.50
KITCHEN/PANTRY	296.00
FITNESS	387.00
MAINTENANCE	516.00
SUBTOTAL NON-NRA	4,678.50

**UTILITY COMMON SPACE**

MECHANICAL/ELECTRICAL	990.00
STAIRS, ELEVATOR, STORAGE	2,269.00
SUBTOTAL	3,259.00

TOTAL BUILDING SF	48,883.50
TOTAL SF/NRA RATION	70%

**SITE LEGEND**

- 1 BICYCLE PARKING SPACE PER 5 DWELLING UNITS
- SIDEWALKS GREATER THAN 5'-0" IN WIDTH THROUGH-OUT THE COMPLEX
- CONTINUOUS SIDEWALK WALKING PAD THROUGH-OUT THE COMPLEX
- TREES
- SPEED LIMIT 20 MILES/HOUR
- INTERSECTIONS WITH PEDESTRIAN REFUGES, BULB OUTS.
- SPEED TABLES
- ALL SITE LIGHTING IN SMART CONTROL TIMERS
- APT APARTMENT BUILDING
- ACCESSIBLE ROUTE
- ADA UNIT
- VHI AVA UNIT
- GAZEBO



THE USE OF THE SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS ON THE DRAWING. THE SEAL IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT.

JANUARY - 2020  
CONSULTANTS

**CONTRACT DOCUMENTS COORDINATION**  
THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS CONFIDENTIAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

**RIDGESTONE SENIOR**  
11040 MONTANA AVE.  
EL PASO TX, 79936

OWNER  
INVESTMENT **IBI** BUILDERS INC.

MARK	DATE	DESCRIPTION
1	20-0000	
2	01/01/2020	
3	WDA	
4	FD	

**SHEET TITLE**

SITE PLAN

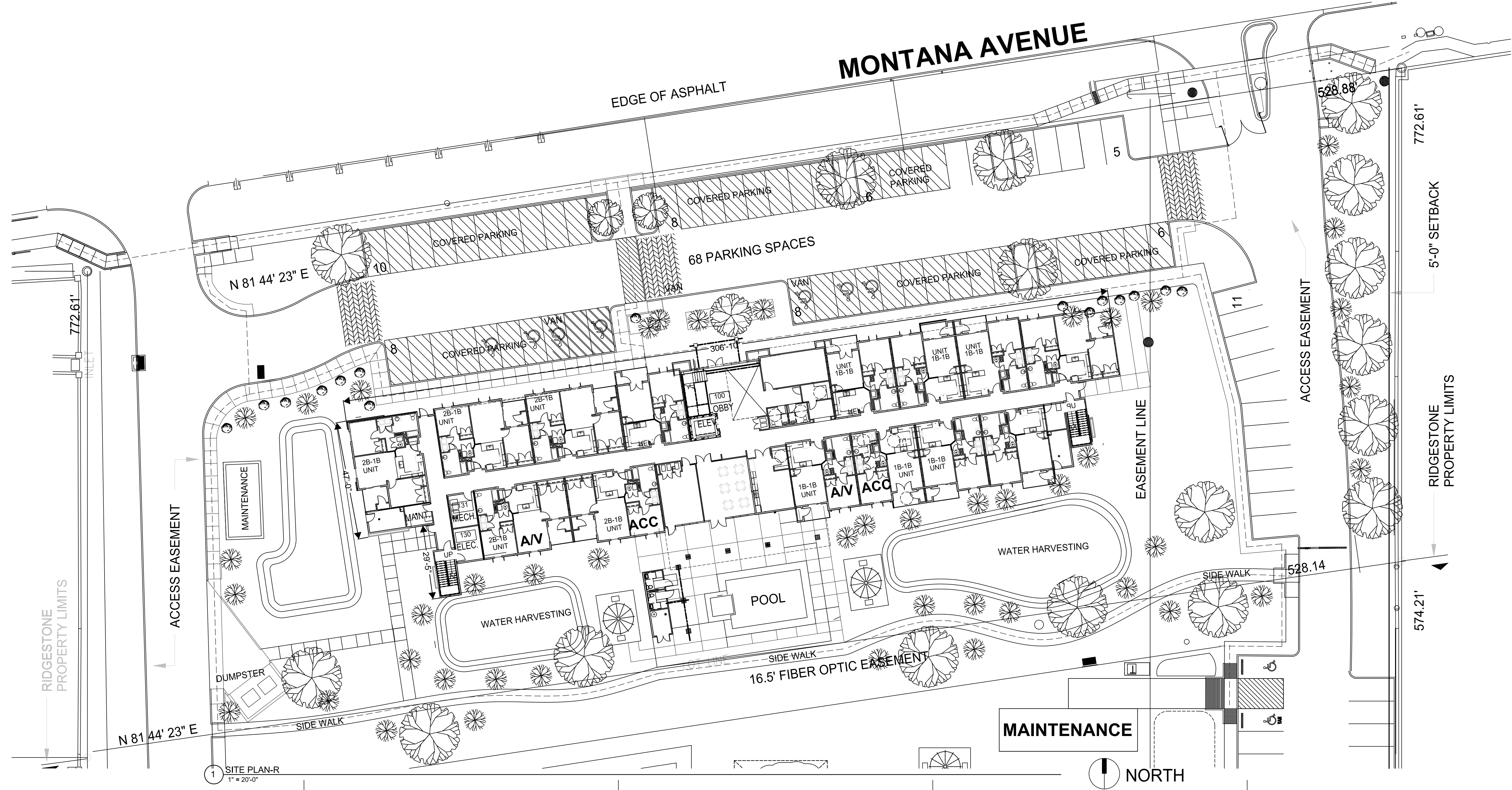
**AS-101**

D

C

B

A



F:\PROJECTS\IBI\TDHCA\PROJECTS\PULLMAN MONTANA  
01/03/2020 4:44:38 PM

SITE PLAN-R  
1" = 20'-0"





## 2022 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 support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 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 Friday, November 5, 2021 by 5:00 pm (MST)

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Sunset Vista 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: Sunset Vista Seniors
5. Proposed Development Address/Location: 1333 Pullman Drive, 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): \$ 7,706,056
4. Cost per square foot: \$ 152.30
5. Amount of tax credits being requested of TDHCA: \$ 714,000
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	26	1		15	6	4
2 Bedroom	16	1		13	2	0
3 Bedroom						
4 Bedroom						
<b>Totals</b>	<b>42</b>	<b>2</b>		<b>28</b>	<b>8</b>	<b>4</b>

7. Is the proposed development site properly zoned for proposed development? Yes  No

a. Current Zoning: C-4

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](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: \$ \_\_\_\_\_

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 5, 2021 BY 5:00 PM (MST).**

**Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing [housingprograms@elpasotexas.gov](mailto:housingprograms@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 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, Senior Vice President** \_\_\_\_\_

Date: **11/18/2021** \_\_\_\_\_

**FOR STAFF USE ONLY:** Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

## City of El Paso Project Evaluation Criteria

### 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 luxurious and quiet senior community on a 1.89-acre site in a safe and vibrant neighborhood with a poverty rate of 15.4%. Located at 1333 Pullman Drive in a 1<sup>st</sup> quartile census tract. Residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 42-unit project will consist of 26 one-bedroom and 16 two-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 project.

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 project 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 project 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 project are expected to come from (1) a conventional mortgage loan of \$1,410,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of



\$6,282,572 and (3) deferred developer fee of \$13,484 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the \$8,057,904 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us 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 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

**Value Statement 2:**

The proposed 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) English as a second language 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.

**Value Statement 3:**

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

- a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sidewalks,

ramps and parking so there will be no barriers to the neighboring community or public services.

- b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, and swimming pool that residents may enjoy and invite friends from the neighborhood.
- c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

**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 development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.
- b) A staff presence in El Paso of at least 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 6 employees and a full-time field staff of 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 10 years.
- c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.
- d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

## **Value Statement 5:**

The proposed development meets the City's 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 1.9 Industrial Lands** – the proposed development will be located in an in-fill area of G-7, adjacent to two other multifamily developments and retail and warehouse, office and commercial space.

**Goal 1.10.5 Growth Areas and Overlays** – the proposed development is proposed for seniors and will fill in vacant land within this G-7 area and supplement the limited housing stock.

**Goal 2.1 Smart Location Principals** –the proposed development site is located within ¼ mile of a transit bus stop with continuous sidewalks. This will minimize excessive travel and reduce the need for private automobiles for the senior population in the community.

**Goal 4.1 Compact Urban Area** – the proposed development will be located in a G-7 in-fill industrial area located within ¼ mile of a transit bus stop with continuous sidewalks. Thoroughfares have sidewalks for safer travel for pedestrians.

**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.

**Goal 4.11 Public Transportation** – the proposed development is currently within ¼ mile of a public transit stop and the development will be designed with ADA compliant sidewalks and ramps that will connect to city infrastructure sidewalks to enable residents easy access to transportation options.

**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 adjacent to two other multifamily developments. This will be a small development to integrate into the existing neighborhood

**Goal 6.3 Walkable Neighborhoods** – the proposed development will allow residents to connect to the city around them by the walkable bus stop and accessible sidewalks surrounding the development.

**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 proposed for senior; however, it will in-fill vacant land for new development to balance housing opportunities, retail, services and employment with walkable and transit connectivity.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the City to reduce environmental 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 walkable to retail and transit stops with full sidewalk access for connectivity.

**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 is an in-fill site on vacant land that will be located within walking 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**

**Goal 1.3 Neighborhood Retrofits** – the proposed development will be located within ¼ mile from a Sun Metro bus stop with full sidewalk access and is within walking distance of retail and employment centers.

### **Urban Design – Smart Location Principles**

**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 Metro bus stop with sidewalk access

**Policy 2.1.4** – the development will be within walking distance of existing retail, office and employment

**Policy 2.1.6** – the development is located along a major thoroughfare with bicycle lanes. The design will consider the addition of bicycle parking on the site.

**Policy 2.1.7** – the development will NOT be located in a 100-year floodplain

**Policy 2.1.10** – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

**Policy 2.1.11** – the development will NOT be located in an area where imperiled species or ecological communities have been identified

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

## **Housing**

**Housing Supply Goal 6.1** – the development will consist of multiple apartment buildings.

**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 Block Group 481410103383 has a Housing + Transportation index of 72%

## **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 support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

## CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of November 2021, by and between Sunset Vista Seniors, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

### WITNESSETH:

WHEREAS, Owner is developing and will own and operate a 46 unit senior (multi-family/senior) development known as Sunset Vista Seniors (the "**Property**") located in El Paso, Texas; and

WHEREAS, 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; and

WHEREAS, 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 hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document 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 Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both 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 Two hundred thirty and 00/100 Dollars (\$230.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

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

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to ten Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

- (a) upon the mutual written consent of the parties hereto;
- (b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement; or
- (c) in the event the one 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 five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

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

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner 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.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause 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 Contractor, its employees, officers, or directors 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. 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 during the term of this Agreement 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 hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

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 hereof.

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 hereof, 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, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner: Sunset Vista Seniors, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Ray Lopez  
Phone: 915-599-1245  
Email: [rlopez@ibitoday.com](mailto:rlopez@ibitoday.com)

If to Contractor: P.O. Box 101295  
Fort Worth, TX 76185  
Telephone No.: (817) 585-1195  
Facsimile No.: (817) 231-0161  
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 hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.

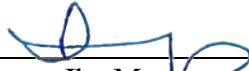
16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not 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.


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

OWNER: Sunset Vista Seniors, Ltd.,  
a Texas Limited Partnership

By: Investment Builders Inc.,  
its general partner

By:   
Name: Ike Morley  
Title: President

CONTRACTOR: Better Texans Services, Inc.  
a Texas corporation

By:   
Aubrea Hance, President

**SUNSET VISTA SENIORS - EXHIBIT A (1 of 2)**  
**SERVICES**

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

(A) Transportation Supportive Services

- (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);
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

(B) Children Supportive Services

- (i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));
- (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

- (i) Four hours of weekly, organized, on-site classes provided 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, 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 worksorce 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);

(D) Health Supportive Services

- (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);

**SUNSET VISTA SENIORS - EXHIBIT A (2 of 2)**  
**SERVICES**

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(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**

(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);

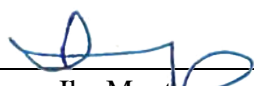
(vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents 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);


(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).

**Agreed:**

For Owner:

  
\_\_\_\_\_  
Name: Ike Mont  
Title: President

For Contractor:

  
\_\_\_\_\_  
Aubrea Hance, President



# Tierra Del Sol Housing Corporation

## Tierra Del Sol Housing Corporation 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 Sunset Vista Seniors residents. Training will be provided to all residents on-site in Sunset Vista Seniors' community room. Training will be provided quarterly including 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.

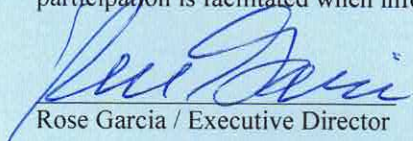
### Resident Financial Literacy Training Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Sunset Vista Seniors operating budget for Program Expenses
- Computers/Internet will be available to the Sunset Vista 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

Sunset Vista 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.

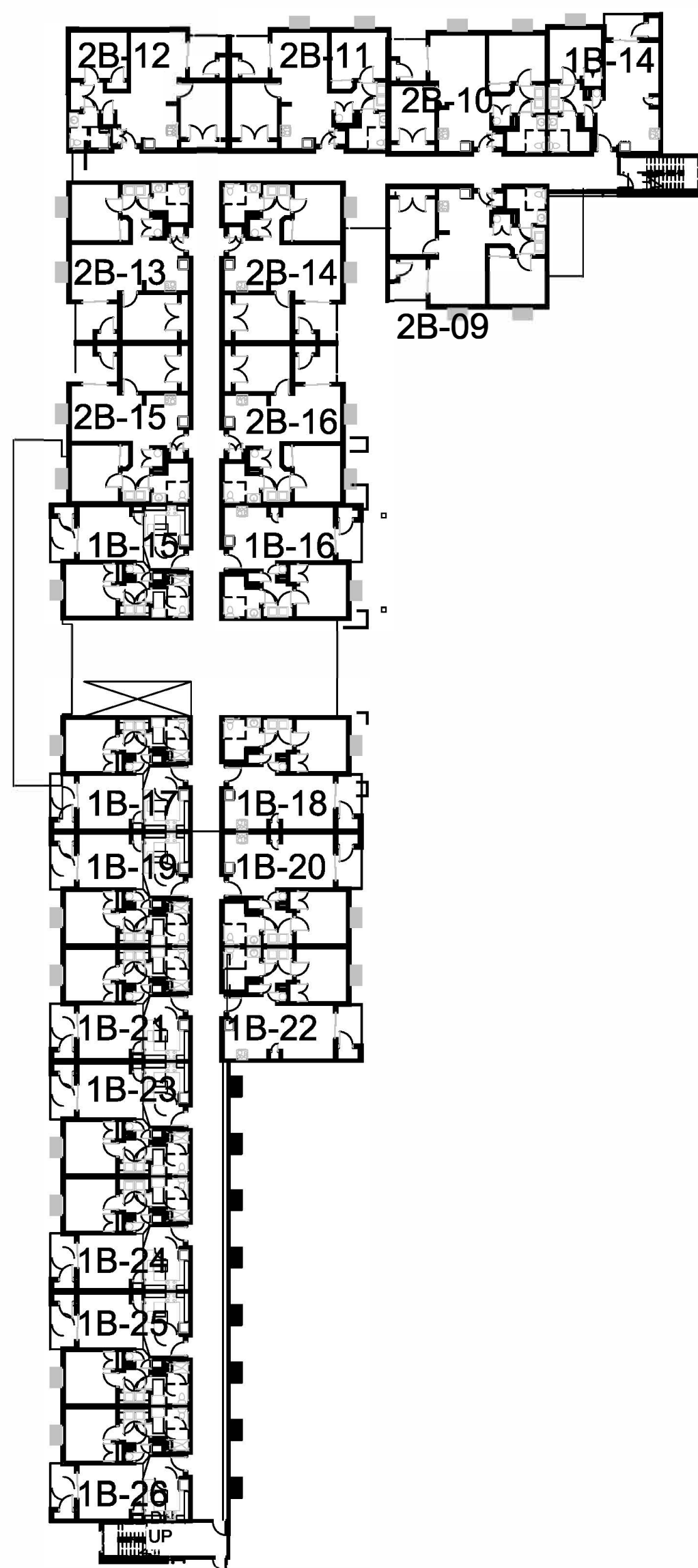
  
Rose Garcia / Executive Director

11-8-21  
Date

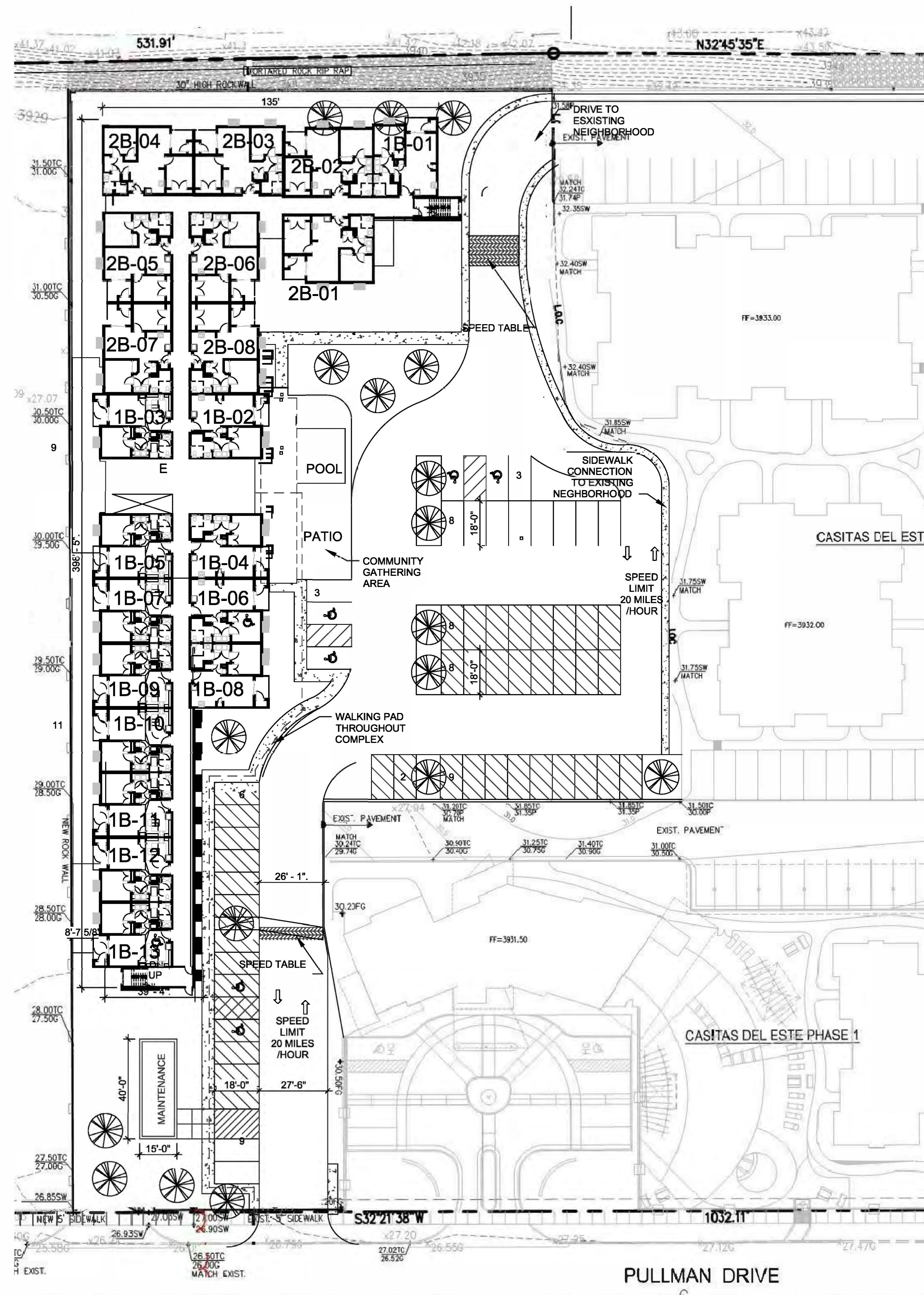






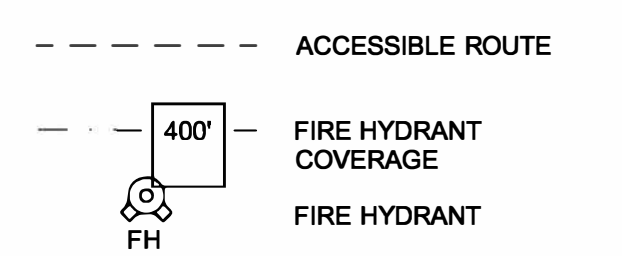


**2 SECOND FLOOR PLAN**  
1" = 30'-0"

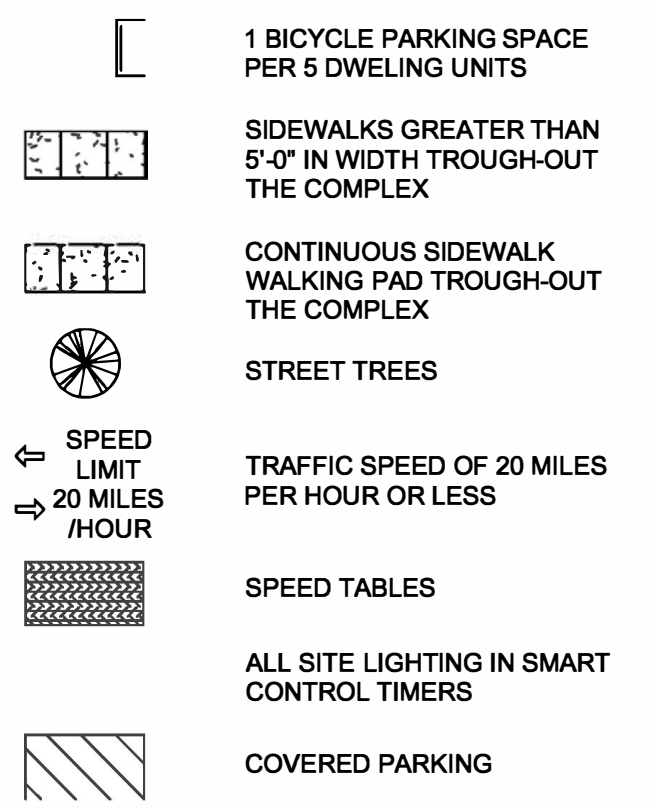


**1 GROUND FLOOR/SITE PLAN**  
1" = 30'-0"

**FIRE HYDRANT & ACCESSIBLE ROUTE LEGEND**



**SITE LEGEND**



**LAND DATA**

<b>AREA</b>	82,387.13 SF = 1.89 ACRES
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**SUNSET VISTA SENIOR - 2 STORY BUILDING UNIT DATA**

UNIT TYPE	UNIT AMOUNT	AREA	ACCESSIBLE	5%	VHI	2%
1 BEDROOM	26	712 SF	1 BR ACCESSIBLE	2	1 BR VHI	1
2 BEDROOM	16	903 SF	2 BR ACCESSIBLE	1	2 BR VHI	1
<b>TOTAL UNIT AMOUNT</b>	<b>42</b>	<b>32,960 SF</b>		<b>3</b>		<b>2</b>

**PARKING DATA -**

UNIT TYPE	UNIT AMOUNT	REQUIRED	CODE REDUCTION 70%	TOTAL
1 BEDROOM	26	1.5/UNIT	39 x - 70% =	28 SPCS
2 BEDROOM	16	2 /UNIT	32 - 70% =	23 SPCS
<b>TOTAL REQUIRED</b>			<b>58 SPCS - 70%</b>	<b>51 SPCS</b>
<b>TOTAL SHOWN IN COMPLEX</b>				<b>61</b>
<b>ACCESSIBLE PARKING SPACES REQUIRED AS PER IAS TABLE 208.2</b>				<b>5</b>
<b>ACCESSIBLE PARKING SPACES PROVIDED</b>				<b>6</b>
<b>BICYCLE RACKS REQUIRED 1 PER 10 UNITS</b>				<b>4 SPCS</b>
<b>BICYCLE RACKS PROVIDED</b>				<b>1-5 SPCS.</b>

**CONSULTANTS**

**CONTRACT DOCUMENTS COORDINATION**

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DISCREPANCY BY TRADE OR OTHER DESIGNATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

**SUNSET VISTA SENIORS**  
PULLMAN DR

**OWNER**

IBI

MARK	DATE	DESCRIPTION
1	181158	
2	11/11/21	
3	RDG	
4	FD	

**SHEET TITLE**

ARCHITECTURAL SITE PLAN AND FLOOR PLANS

**AC-101**

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



## 2022 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 support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 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 Friday, November 5, 2021 by 5:00 pm (MST)

### SECTION A. PROPERTY AND CONTACT INFORMATION

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

### SECTION B. PROJECT INFORMATION

- Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
- 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.
- Total cost of development (as prepared by an Architect, Engineer or Contractor): \$ 15,455,842
- Cost per square foot: \$ 137.41
- Amount of tax credits being requested of TDHCA: \$ 1,328,000
- 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	4	0		1	1	2
2 Bedroom	32	0		16	11	5
3 Bedroom	32	1		29	2	0
4 Bedroom	4	1		3	0	0
<b>Totals</b>	<b>72</b>	<b>2</b>		<b>49</b>	<b>14</b>	<b>7</b>

7. Is the proposed development site properly zoned for proposed development? Yes  No   
 a. Current Zoning: C-4C
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/el Paso/index.jsp](https://actweb.acttax.com/act_webdev/el Paso/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:	\$ _____
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 5, 2021 BY 5:00 PM (MST).**

**Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing [housingprograms@elpasotexas.gov](mailto:housingprograms@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 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, Senior Vice President

Date: 11/18/2021

**FOR STAFF USE ONLY:** Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

## City of El Paso Project Evaluation Criteria

### 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 6.145-acre site in a safe and vibrant neighborhood with a poverty rate of 8.6%. Located in the SWC of Augusta Drive and N. Zaragosa Road in a 1<sup>st</sup> quartile census tract just off the Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 72-unit project will consist of 4 one-bedroom, 32 two-bedroom units, 32 three-bedroom units and 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 project.

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 project 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 project 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 project are expected to come from (1) a conventional mortgage loan of \$3,760,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of \$11,685,231 and (3) deferred developer fee of \$10,611 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the \$15,455,842 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged individuals and families who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us 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 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

**Value Statement 2:**

The proposed 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) English as a second language 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.

**Value Statement 3:**

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

- a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger

planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sidewalks, ramps and parking so there will be no barriers to the neighboring community or public services.

- b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, playground and swimming pool that residents may enjoy and invite friends from the neighborhood.
- c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

**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 development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.
- b) A staff presence in El Paso of at least 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 6 employees and a full-time field staff of 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 10 years.
- c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.
- d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

### **Value Statement 5:**

The proposed development meets the City's 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 within 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 connectability.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the City to reduce environmental 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. The development will be designed with a fitness center on-site. All ground floor units will be design with visitability standards and available to all unit types. There is 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**

**Goal 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 site.

### **Urban Design – Smart Location Principles**

**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 development will NOT be located in a 100-year floodplain

**Policy 2.1.10** – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

**Policy 2.1.11** – the development will NOT be located in an area 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 12 unit apartment buildings with four and eight unit buildings to provide 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 Block Group 481410103411 has a Housing + Transportation index of 74%

## **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 support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

## CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of November 2021, by and between Villas at Augusta, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

### WITNESSETH:

WHEREAS, Owner is developing and will own and operate a 120 unit family (multi-family/senior) development known as Villas at Augusta (the "**Property**") located in El Paso, Texas; and

WHEREAS, 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; and

WHEREAS, 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 hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document 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 Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both 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 Six hundred and 00/100 Dollars (\$600.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

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

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to fourteen Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

- (a) upon the mutual written consent of the parties hereto;
- (b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement;  
or

(c) in the event the one 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 five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

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

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner 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.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause 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 Contractor, its employees, officers, or directors 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. 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 during the term of this Agreement 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 hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

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 hereof.

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 hereof, 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, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner: Villas at Augusta, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Ray Lopez  
Phone: 915-599-1245  
Email: [rlopez@ibitoday.com](mailto:rlopez@ibitoday.com)

If to Contractor: P.O. Box 101295  
Fort Worth, TX 76185  
Telephone No.: (817) 585-1195  
Facsimile No.: (817) 231-0161  
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 hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.

16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, 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 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.




IN WITNESS WHEREOF, the parties hereto 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: Ike Monty  
Title: President

CONTRACTOR: Better Texans Services, Inc.  
a Texas corporation

By:   
Aubrea Hance, President

**VILLAS AT AUGUSTA - EXHIBIT A (1 of 2)**  
**SERVICES**

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

(A) Transportation Supportive Services

- (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);
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

(B) Children Supportive Services

- (i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));
- (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

- (i) Four hours of weekly, organized, on-site classes provided 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, 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 worksorce 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);

(D) Health Supportive Services

- (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);

**VILLAS AT AUGUSTA - EXHIBIT A (2 of 2)**  
**SERVICES**

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(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**

(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);


(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).

**Agreed:**

For Owner:

  
\_\_\_\_\_  
Name: Ike Monty  
Title: President

For Contractor:

  
\_\_\_\_\_  
Aubrea Hance, President



# Tierra Del Sol Housing Corporation

## Tierra Del Sol Housing Corporation 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 to all residents on-site in Villas at Augusta's community room. Training will be provided quarterly including 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.

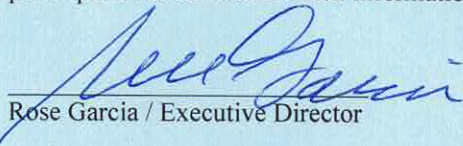
### Resident Financial Literacy Training Program Budget

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

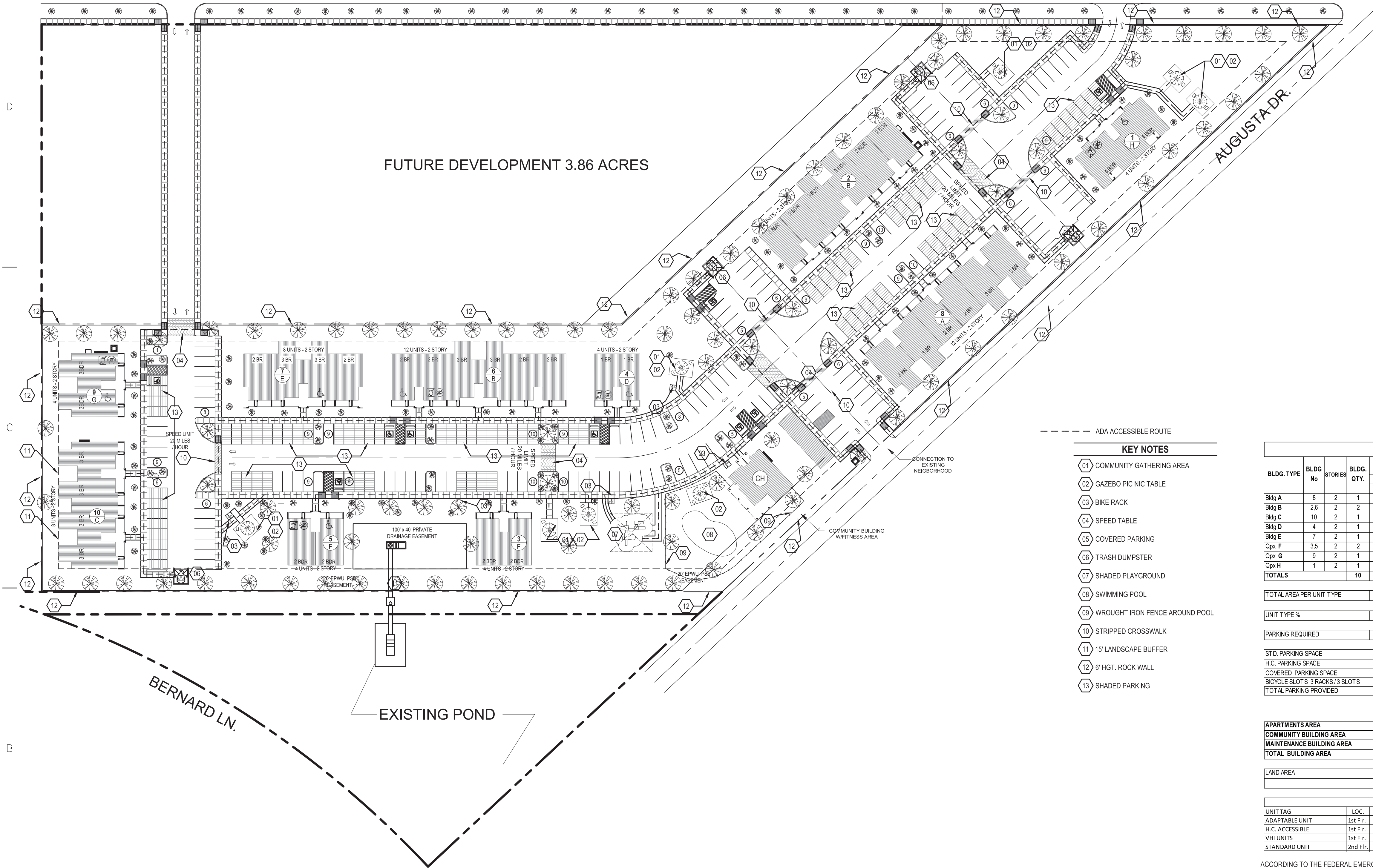
  
Date





N. ZARAGOZA RD.

FUTURE DEVELOPMENT 3.86 ACRES



- ADA ACCESSIBLE ROUTE
- KEY NOTES**
- 01 COMMUNITY GATHERING AREA
  - 02 GAZEBO PICNIC TABLE
  - 03 BIKE RACK
  - 04 SPEED TABLE
  - 05 COVERED PARKING
  - 06 TRASH DUMPSTER
  - 07 SHADED PLAYGROUND
  - 08 SWIMMING POOL
  - 09 WROUGHT IRON FENCE AROUND POOL
  - 10 STRIPPED CROSSWALK
  - 11 15' LANDSCAPE BUFFER
  - 12 6' HGT. ROCK WALL
  - 13 SHADED PARKING

**PROJECT DATA - VILLAS AT AUGUSTA**

BLDG. TYPE	BLDG. No	STORIES	BLDG. QTY.	UNIT TAG				UNITS/ BLDG.	TOTAL UNIT / TYPE	NET RENTABLE PER BLDG	STAIR & COMMONS PATIOS AND STORAGES	GROSS AREA PER BLDG	TOTAL NET AREA FOR ALL BLDG. TYPES	TOTAL GROSS AREA FOR ALL BLDG. TYPES
				F 1.1	F 2.1	F 3.2	F 4.2							
Bldg A	8	2	1		4	8		12	12	13,336.00	2,806.00	16,142.00	13,336.00	16,142.00
Bldg B	2,6	2	2		8	4		12	24	12,416.00	2,557.00	14,973.00	24,832.00	29,946.00
Bldg C	10	2	1			8		8	8	9,504.00	2,047.00	11,551.00	9,504.00	11,551.00
Bldg D	4	2	1	4				4	4	3,096.00	686.00	3,782.00	3,096.00	3,782.00
Bldg E	7	2	1		4	4		8	8	686.00	48.00	734.00	48.00	734.00
Qtr F	3,5	2	2		4			4	8	3,832.00	790.00	4,622.00	7,864.00	9,244.00
Qtr G	9	2	1			4		4	4	4,752.00	1,039.00	5,791.00	4,752.00	5,791.00
Qtr H	1	2	1				4	4	4	5,492.00	1,104.00	6,596.00	5,492.00	6,596.00
<b>TOTALS</b>	<b>10</b>	<b>4</b>	<b>20</b>	<b>28</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>72</b>				<b>NET AREA</b>	<b>GROSS AREA</b>	
												<b>68,724.00</b>	<b>83,786.00</b>	

TOTAL AREA PER UNIT TYPE	3,096.00	19,160.00	33,264.00	5,492.00	
UNIT TYPE %	5.56	27.78	38.89	5.56	77.78
PARKING REQUIRED	6	40	56	8	110
STD. PARKING SPACE					228
H.C. PARKING SPACE					9
COVERED PARKING SPACE					87
BICYCLE SLOTS 3 RACKS / 3 SLOTS					10
TOTAL PARKING PROVIDED					237

APARTMENTS AREA	TOTAL NET AREA	EXT. COVERED AREAS	TOTAL GROSS AREA
COMMUNITY BUILDING AREA	68,724.00	15,062.00	83,786.00
MAINTENANCE BUILDING AREA	1,444.00	480.00	1,924.00
TOTAL BUILDING AREA	70,938.00	15,542.00	86,478.00

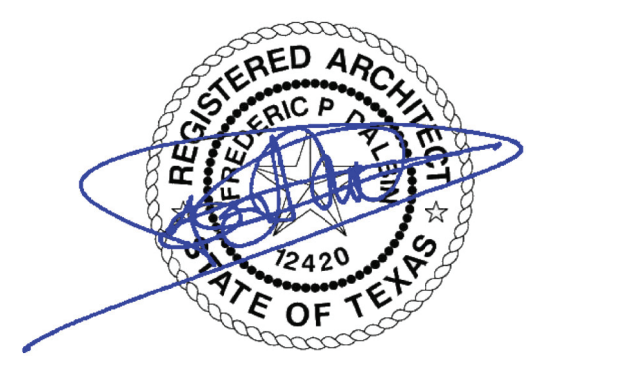
is 1.444

LAND AREA	S.F.	Acres
	281,380.00	6.00

**UNIT TYPE DATA**

UNIT TAG	LOC.	F 1.1	F 2.1	F 3.2	F 4.2	TOTALS	UNIT %
ADAPTABLE UNIT	1st Flr.	0	15	15	0	30	41.66667
H.C. ACCESSIBLE	1st Flr.	1	2	2	1	6	8.333333
VHI UNITS	1st Flr.	1	1	1	1	4	5.555556
STANDARD UNIT	2nd Flr.	2	14	14	2	32	44.44444

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT EMERGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212 0175 B, DATED SEPTEMBER 04, 1991, THIS PROPERTY LIES IN FLOOD ZONE X: ZONE X AREAS OUTSIDE OF 500 YEARS FLOOD



03 / 01 / 2021  
CONSULTANTS

**CONTRACT DOCUMENTS COORDINATION**  
THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS CONSIDERED GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

**VILLAS AT AUGUSTA**  
SW Corner of Augusta Dr. and N. Zaragoza Rd. El Paso, Texas. 79938

**OWNER**  
INVESTMENT **IBI** BUILDERS INC.  
ibitoday.com  
7400 Viscount Blvd, Suite 109, El Paso, Texas 79925

**01 CONCEPTUAL ARCHITECTURAL SITE PLAN**  
SCALE: 1" = 50' - 0"



**02 LOCATION MAP**  
NTS

MARK	DATE	DESCRIPTION
Lightbulb	18-12-66	
Calendar	11-16-2021	
Person	RS	
Glasses	FD	
<b>SHEET TITLE</b>		
CONCEPTUAL SITE PLAN		
<b>AC-101</b>		