CITY OF EL PASO, TEXAS

AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: January 30, 2024 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, Climate and Sustainability 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 2024 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Chai Manor II, located at 406 Wallenberg Drive, El Paso, Texas 79912, proposed by Paisano Housing Redevelopment (instrumentality of HACEP dba HOME).
- Mesa Hills II, located at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Drive, El Paso, Texas 79912, proposed by Paisano Housing Redevelopment (instrumentality of HACEP dba HOME).
- Pebble Hills Seniors, located at NWC Charles Foster Ave and John Hayes St, El Paso, Texas 79938, proposed by Investment Builders, Inc.
- Villas at Augusta, located at SWC of Augusta Dr and Zaragoza Rd, El Paso, Texas 79938, proposed by 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 resolutions of no objection for 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.

THIS YEAR'S REQUEST FOR SUPPORT

Chai Manor II

Applicant/Developer: Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) Project type: New Construction

Location: 406 Wallenberg Dr, El Paso, TX 79912, District 8

of affordable units: 40 (26 units at 60% AMI, 10 units at 50% AMI, 4 units at 30% AMI)

<u>Mesa Hills II</u>

Applicant/Developer: Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) Project Type: New Construction

Location: Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Drive, El Paso, TX 79912, District 8

of affordable units: 40 (32 units at 60% AMI, 8 units at 30% AMI)

Pebble Hills Seniors

Applicant/Developer: Pebble Hills Seniors, Ltd./Investment Builders, Inc. Project Type: New Construction Location: NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, District 5 # of affordable units: 60 (6 units at Market Rate, 37 units at 60% AMI,11 units at 50% AMI, 6 units at 30% AMI)

Villas at Augusta

Applicant/Developer: Villas at Augusta, Ltd./Investment Builders, Inc. Project Type: New Construction Location: SWC of Augusta Dr and Zaragoza Rd, El Paso, TX 79938, District 5 # of affordable units: 60 (6 units at Market Rate, 37 units at 60% AMI, 11 units at 50% AMI, 6 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? __X_YES ___NO

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PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD) **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

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

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has proposed a development for 40 affordable rental housing units at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr., named Mesa Hills II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment Corp (D/B/A HOME) has committed to a minimum 45-year affordability period for those additional 40 units at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr., named Mesa Hills II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Mesa Hills 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 **supports** the proposed **Mesa Hills II** development located at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr. (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

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Joyce Garcia Assistant City Attorney

Nicole M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has proposed a development for 40 affordable rental housing units at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr., named Mesa Hills II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has committed to a minimum 45-year affordability period for those additional 40 units at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr., named Mesa Hills II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Mesa Hills 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 **Mesa Hills II** development located at Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Dr. (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicole M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has proposed a development for 40 affordable rental housing units at 406 Wallenberg Dr., El Paso, TX 79912, named Chai Manor II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has committed to a minimum 45-year affordability period for those additional 40 units at 406 Wallenberg Dr., El Paso, TX 79912, named Chai Manor II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Chai Manor 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 **supports** the proposed **Chai Manor II** development located at 406 Wallenberg Dr., El Paso, TX 79912 (TDHCA Application number 24158) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicole/M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has proposed a development for 40 affordable rental housing units at 406 Wallenberg Dr., El Paso, TX 79912, named Chai Manor II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has committed to a minimum 45-year affordability period for those additional 40 units at 406 Wallenberg Dr., El Paso, TX 79912, named Chai Manor II, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Chai Manor 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 **Chai Manor II** development located at 406 Wallenberg Dr., El Paso, TX 79912 (TDHCA Application number 24158) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicole M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Investment Builders, Inc. has proposed a development for 60 affordable rental housing units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 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 **supports** the proposed Villas at Augusta development located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938 (TDHCA Application number 24077) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicole M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Investment Builders, Inc. has proposed a development for 60 affordable rental housing units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 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 SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938 (TDHCA Application number 24077) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicolé M. Ferrini Climate and Sustainability Officer Community and Human Development

WHEREAS, Investment Builders, Inc. has proposed a development for 60 affordable rental housing units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, named Pebble Hills Seniors, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938., named Pebble Hills Seniors, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Pebble Hills 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 **supports** the proposed **Pebble Hills Seniors** development located at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, (TDHCA Application number 24078) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini Climate and Sustainability Officer Community and Human Development

HQ 2061 |Tran # 509941 |CHD 2024 Resolution LIHTC: Pebble Hills Seniors JG

WHEREAS, Investment Builders, Inc. has proposed a development for 60 affordable rental housing units at NWC Charles Foster Ave, and John Hayes St, El Paso, TX 79938, named Pebble Hills Seniors, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc has committed to a minimum 45-year affordability period for those additional 60 units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, named Pebble Hills Seniors, in the City of El Paso, Texas; and

WHEREAS, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2024 Competitive 9% Housing Tax Credits for Pebble Hills 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 **Pebble Hills Seniors** development located at Foster Ave and John Hayes St, El Paso, TX 79938. (TDHCA Application number 24078) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on January 30, 2024.
- 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

Nicol¢ M. Ferrini Climate and Sustainability Officer Community and Human Development

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2024 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 2024 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 Wednesday, December 8, 2023 by 5:00 pm (MST)

SECTION A. PROPERTY AND CONTACT INFORMATION

- 1. Applicant/Developer: Paisano Housing Redevelopment (instrumentality of HACEP dba HOME)
- 2. Contact Person: Satish Bhaskar
- 3. Applicant Address: <u>304 Texas Avenue</u>, 16th Floor, El Paso, TX 79901 Phone: 915-849-3730 E-Mail: sbhaskar@ephome.org
- 4. Name of Proposed Development: Chai Manor II
- 5. Proposed Development Address/Location: 406 Wallenburg Drive, El Paso, TX 79912
- 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): \$7,875,200
- 4. Cost per square foot: \$ 237.00
- 5. Amount of tax credits being requested of TDHCA: <u>1,200,000</u>
- 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	40			26	10	4
2 Bedroom						
3 Bedroom						
4 Bedroom						
Totals						

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

Total amount of funds requested from City HOME/CDBG funds: \$
 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? <u>n/a</u>	Vacant? X
If completely vacant, how long has the property been vacant?	10+ years
Are any of the units owner-occupied? <u>n/a</u>	

Will Temporary or permanent relocation be required? no relocation

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.

No

Do you agree to meet or exceed the Section 3 requirements noted above? Yes

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 DECEMBER 8, 2023 BY 5:00 PM (MST).

Submittals received after 5:00 pm on December 8, 2023 MST will not be considered for support.

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

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

Person authorized to sign on behalf of proposed development:

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

Signature (required): Satisli Blaskar	
Printed Name/Title: Satish Bhaskar	Date: 12/08/2023
FOR STAFF USE ONLY: Received by:	Date:
Review for Completeness by:	

		Evaluation Criteria for Requests for Local Government Support of LHTC Proposals	Support of LIHTC Proposals
Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
 Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region 	ы м	 a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points). b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units. c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units. d) 5 points for the development with the greatest number of tax credit. 	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
 Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services 	20	Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services. Categories of Services: a) Education (5 pts) b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts) c) Supportive/social services (5 pts)	Actively supporting residents of the project through provision of staffing, Goal 5.12 - Museum & Cultural Affairs investments in programs/services, MOUs with other providers, and/or in house Goal 5.14 - Schools staff providing services. Goal 5.17 - Civic Buildings Categories of Services. Goal 5.17 - Civic Buildings Categories of Services: Goal 5.17 - Civic Buildings Categories of Services: Goal 7.12 - Educational Opportunities Goal 3.1.2 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 0.1.10 rbs) Goal 6.1 Housing Supply, supportive housing (Policy 6.1.3) b) Economic development/workforce and entrepreneurial development (including Policy 10.7.6: Pronote behavioral changes and consumption patterns that conserve energy homeownership programs) (10 pts) b) Economic development/workforce and entrepreneurial development (including Policy 10.7.6: Prood Miles" or the distance that food must travel to El Paso, and the sociated pollution and fuel consumption associated with long-distance food transport. c) Supportive/social services (5 pts) associated pollution and fuel consumption associated with long-distance food transport.

ATTACHMENT A

The City of El Paso, Texas

Approved 10/15/2019

 Residents given an 		Categories: a) No advisal barriare consesting the development from the neighborhood and	Goal 2.1 - Smart Location Principles
opportunity for inclusiveness and afforded an opportunity to			Goal 4.2 - Neignbornood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8)
access public services		 b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) 	Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks
	10	c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)	Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)
			Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy
ר המב מתמכמת וביה 1		Annlinaat hae.	
term accountability in El Paso	15	ince involved in a development team constructing, operating and/or dable housing for residents who fit the demographic profile to be so (4 pts) ance in El Paso of at least 5 employees (4 pts) ance in El Paso of at least 5 employees (4 pts) anaging affordable housing in El Paso (4 pts) in to extended affordable housing in El Paso (4 pts) at to extended affordable housing in El Paso (4 pts) ded affordability beyond 30 years. (1 point for every 5 ded affordability beyond 30 years) (up to 3 pts)	

ATTACHMENT A

Approved 10/15/2019

5. Meets City smart growth		Fach project will be evaluated and scored by City of Fl Paso staff.	Goal 1.1 - Downtown (If proposed project is located downtown)
initiative as set out in Plan El		nder this category.	Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)
Paso			Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 & 1.3.2)
		This is intended to prioritize Tier 1 projects while not ruling out creative,	Goal 1.4 - New Neighborhoods
		impactful projects in Tier 2.	Goal 1.5 - Outward Expansion
		(See attached maps of Tier 1 and Tier 2 Areas)	Goal 1.9 - Industrial Lands (Policy 1.9.4)
			Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)
			Goal 2.1 - Smart Location Principles
	00		Goal 4.1 - Compact Urban Areas (Policy 4.1.2)
	2		Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3)
			Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6)
			Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)
			Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)
			Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)
			Goal 6.4 - Housing Affordability
			Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)
			Goal 7.11 - Complete Streets
			Goal 9.4 - Expositive to Environmental Rick (Policies 9.4.1a, 9.4.1c)
			(Could of Encounter of Entrin (1994) And (
			ooal 9.5 - Encourage Priysical Activity Infougn Design (Policies 9.5.4 & 9.5.0)
			Goal 9.6 - Encourage Well-Being (Policy 9.6.6)
			Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)
			Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat
			island effect (Policy 10.6.9).
			Goal 10.7 - Energy/Public transit (Policy 10.7.2).
			Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones,
			hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.
			Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and
			minimize the exposure of potential environmental hazards associated with their development.
			Goal 10.10: Protect the community from risks associated with geologic conditions
			Goal 10.13: Protect City residents from the effects of excessive noise or vibration.
			Goal 10.14: Improve public safety by developing appropriate lighting and control standards.
TOTAL POSSIBLE POINTS	100		

ATTACHMENT A

The City of El Paso, Texas

1 Dorional Land Llea Dattorne			
	:		
Downtown	Policy	Unterta	Points
Goal 1.1 : The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic	Policy 1.1.1: City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail,	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	Policy 1.1.2: The City encourages new multi-storyFor developments in the G-1 "Downtown" Futured-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The CityFor developments in the G-1 "Downtown" Futuredsidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildingsConstruction with three or more habitable stor construction with three or more habitable stor	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	Policy 1.1.3: Downtown redevelopment strategies will include new and improved civic buildings and civicFor developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or munit parking resources to satisfy at least 50% of its required off-street parking.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	Policy 1.2.3: Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	4

Policy 1.3.1 : Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	-
must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located wtihin a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.	-
Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either: a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.	-
Policy 1.5.2 : This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their	The development is located in any of the Future Land Use Areas listed here: a. 0-1 "Preserve" b. 0-2 "Natural" c. 0-3 "Agriculture" d. 0-5 "Remote"	?

	must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 " "Suburban" growth sectors on the Future Land Use find. Map.	Foi "Su" Sha sha fro sch sch
	Policy 1.3.2: Sun Metro bus routes and rapid transit F system (RTS) stops and transfer centers offer " independence to those who live in drivable s neighborhoods but do not have access to a car. The a land near transfer centers and RTS stops offers major e redevelopment opportunities to take special b advantage of those facilities. These locations are designated as overlays on the Future Land Use Map I (see Goal 1.10).	Fol "Su b. "Su a. " b. " fol a. " fol a. " fol a. " fol a. " Sid a. " fol a. " " " " " " " " " " " " " " " " " " "
Outward Expansion		
Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso.Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio development of ringinated in the O-3 "Agriculture" and the Franklin Mountains have forced outward expansion so far from central El Paso.Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.Goal 1.5: The commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El evaluation of best practices that could mitigate their full development.Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be		d. C S d. S

locations in order to increase the variety of housing

options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without

requiring long car trips.

Goal 1.3: The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic

Neighborhood Retrofits

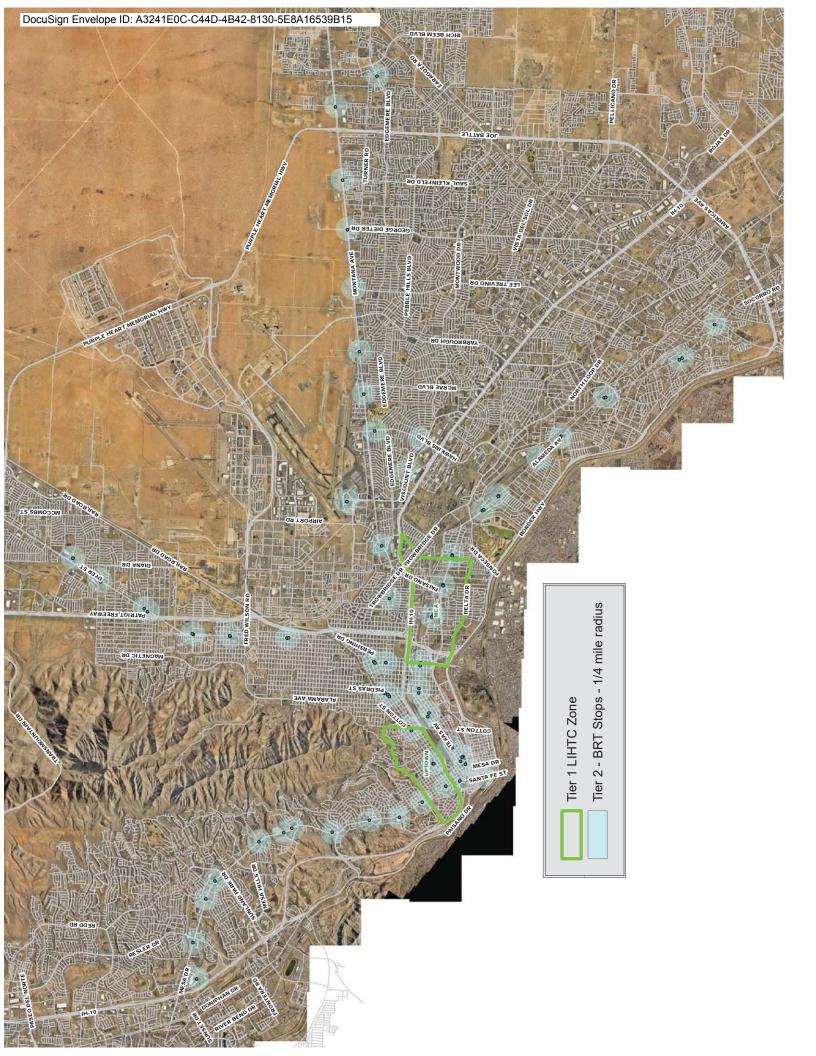
developed is an excellent location for expansion.	Policy 1.5.3 : Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages	The development is located within, or causes the disturbance of a FEMA designated arroyo.	2-
Outward Exnancion	urban development of remaining critical arroyos		
Outward ExpansionGoal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community.Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but ar often ideally located within the City to offer new that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community.Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but ar often ideally located within the City to offer new thois and opportunities for El Paso residents. Th ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community.These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.Map.	Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	-
		For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design		MAXIMUM POINTS: 4	4
Goal Smart Location Principles	Policy	Criteria	Points
Goal 2.1: The City should change its growth patternPolicy 2.1.2: Preferred locations for newaway from continuous outward expansion and towardPolicy 2.1.2: Preferred locations for newaway from continuous outward expansion and towarddevelopment are sites near areas with a minimum ofintegrated growth that minimizes environmental90 intersections per square mile, as measured withindamage, reduces the need for excessive travel by½-mile of the project's boundary.	Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project's boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
transportation.	Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

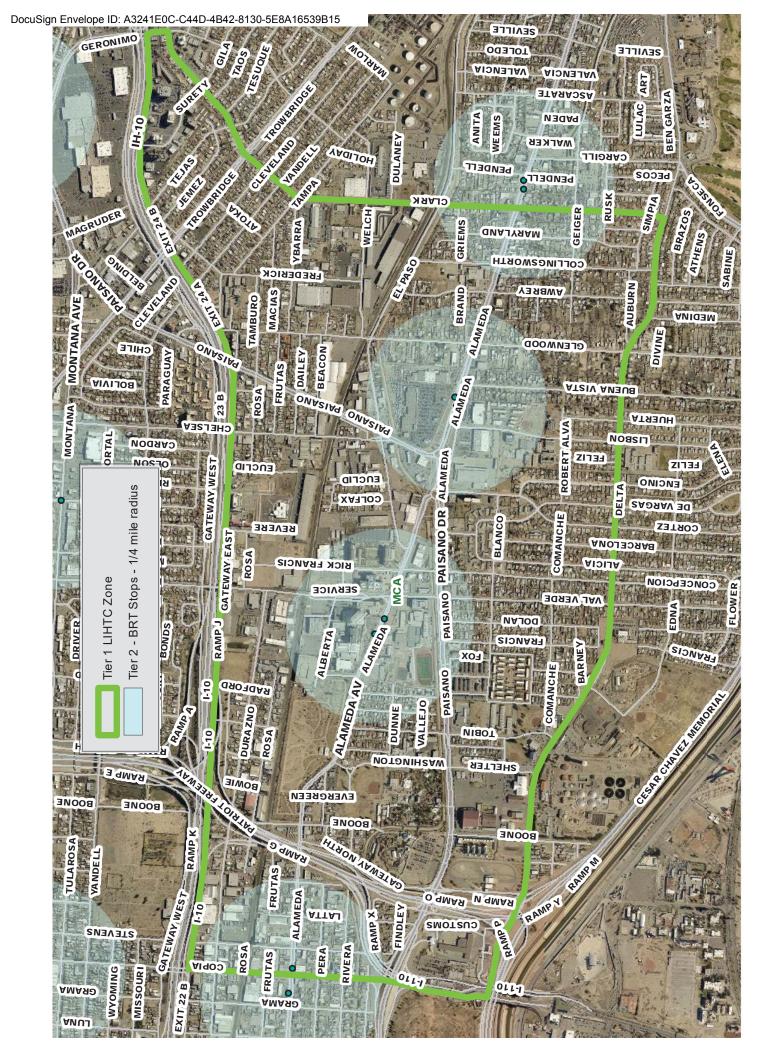
Policy 2.1.4: Development is encouraged to integrate The development either: jobs into or near residential neighborhoods, or to re- a. provides on-site communities by adding jobs within a which potential employe ½-mile radius of residential neighborhoods or by b. locates within a 1/2 m adding residences within a ½-mile radius of center. The path from th concentrations of jobs. employment center mus	The development either: a. provides on-site commerical and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	r.
Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	1-
Policy 2.1.10: Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	2-
Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	5-
Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	r-1

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

Goal 9.4: Reduce exposure to environmental risk factors.	Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents. a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.	If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following: a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera	г
	Policy 9.4.1: Reduce risk of injury and fatality due to vehicular accidents. e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right- of-way than conventional streets. Use highly textured road beds to slow traffic.	If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.	7
Physical Activity			
Goal 9.5 : Encourage physical activity through the design of the built environment.	Policy 9.5.6: Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.	For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right- of-way, and the entrances face the public right-of- way.	4
10. Sustainability		MAXIMUM POINTS: 1	
Goal Stormwater	Policy	Criteria	Points

Atmosphere concepts such as park-parroyos. Design stormwwms may be used during dry arroyos. Design stormwemp the national ambient air quality standards for all air Goal 10.6: Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air Policy 10.6.9: Promote strategies to mitigate the national ambient air quality standards for all air island effect. a. Roof Strategies. Created roofs. Policy 10.6.9: Promote strategies to mitigate the arroy of strategies to mitigate the arroy of strategies. Created roofs. Policy 10.6.9: Promote strategies to mitigate the arroy of strategies to mitigate the broice by installing vegetative granters, swales, a parking strips, swales, a park	concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.		
et Policy 10.6. strategies to a. Roof Stra vegetated ro Policy 10.6. strategies to a. Roof Stra pergolas, so parking gara parking gara by installing planting stri pavement o			н
et Policy 10.6. strategies to a. Roof Stra- vegetated ro Policy 10.6. strategies to a. Roof Stra pergolas, so parking gara parking gara Policy 10.6. strategies to B. Non-roof by installing planting stri pavement o			
Policy 10.6.9: Pro strategies to mitig a. Roof Strategies. pergolas, solar par parking garages, ar parking garages, ar partategies to mitig B. Non-roof Strate by installing vegett planting strips, sw pavement or dark	omote both roof and non-roof igate the urban heat island effect. s. Create shade for roofs by using	At least 50% of buildings feature vegetated roofs	1
Policy 10.6.9: Pror strategies to mitig B. Non-roof Strate by installing veget planting strips, sw pavement or dark	Policy 10.6.9: Promote both roof and non-roof At strategies to mitigate the urban heat island effect. Pe a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.	At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.	1
	B: Promote both roof and non-roof mitigate the urban heat island effect. Strategies. Create shade for the ground vegetative ground cover and trees in ps, swales, and verges instead of r dark rocks.	The development utilizes bioswales to filter stormwater.	1
Policy 10.6.9: Pror strategies to mitig. B. Non-roof Strate by minimizing surf expanses of aspha surfaces.	9: Promote both roof and non-roof or mitigate the urban heat island effect. Strategies. Create shade for the ground g surface parking lots and the size of asphalt and other low albedo paving	Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.	7
Noise and Vibration			
Goal 10.13: Protect City residents from the effects of Policy 10.13.1: Dis excessive noise or vibration. Freight railway track without noise mition.	Policy 10.13.1: Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.The development is located either: a. within 1/2 mile of an airport a. within 1/2 mile of an airport b. along a grade separated highway without noise mitigation measures.	The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial	1-





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Chai Manor II Attachment B-2

Introduction to Chai Manor II

The Housing Authority of the City of El Paso D/B/A Housing Opportunity Management Entity ("HOME") is very pleased to submit this application for Chai Manor Phase II using 9% Low Income Housing Tax Credits (LIHTC) through the 9% Regional Competitive Set Aside Funding Pool administered by the Texas Department of Housing and Community Affairs ("TDHCA"). This is HOME's application submitted to the City of El Paso as part of the 2024 9% Regional Competitive Set Aside. To assist the City's review, included to the slide deck Attachment B-12 which provides supportive information in an easy-to-read format.

Chai Manor II will be an attractive 40 one-bedroom unit building, elderly designated newly constructed development located in the Chai Manor neighborhood. This second phase of the development will provide quality affordable housing and services to elderly people in the west area of the city. See Figure 1 of the following page for the Chai Manor II location. Also refer to the slide deck (Attachment B-12) for additional site content.

The Chai Manor II development will provide a new community, which is conveniently located on the west side, home to leading healthcare providers, physicians, and practitioners. This proximity to major healthcare institutions that accept Medicare and Medicaid is a significant benefit for residents, who are elderly and low-income. The new development will serve the vulnerable elderly resident population, with approximately one-third non-ambulatory persons, very well. The new development consists of a two-story building with 40 one-bedroom apartments, a community center, common laundry room with a covered porch on each floor and served by an elevator.

HOME selected housing for the elderly and disabled residents as a top priority based upon the review of our waitlist. The HOME waitlist includes higher percentages in the elderly and disabled cohort. HOME is planning for the development to supply housing to predominantly elderly and disabled El Paso residents. **The neighborhood's high needs population will greatly benefit from HOME's on- and off-site services programs** delivered by trusted community partners: from educational programs, which include personal enrichment and nutrition workshops, to a wide range of supportive/social services.

Furthermore, the site's excellent pedestrian and vehicular access to a wide range of social services, jobs, and commercial development, yields significant opportunity for these residents, as well as persons of all ages and abilities. Elderly and disabled residents will have safe and convenient options to access jobs, healthcare, retail, and recreation with a bus stop conveniently located nearby.

The need for deeply affordable housing with wrap-around services is high here, where individuals experience both higher levels of poverty and unemployment, and lower levels of

In addition to the 40 affordable housing units, the development will include a Service Provider office for any services needed by the elders as well as a furnished community center and a resident run community garden space which includes seating for the tenants. The site will also have accessible

walking paths around the development. The development of Phase II will complete the development of approximately 4.23 acres and will set a leading example for an elderly community-oriented neighborhood that is currently in need of increased affordable housing options.

Future residents of Chai Manor II will greatly benefit from the site's excellent public transit access and proximity to an array of parks, services, and educational opportunities. A wide range of nearby social services, jobs, educational institutions, and commercial development will provide significant opportunities for future residents.

The need for affordable housing in this neighborhood and across the city is great. According to the 2019 El Paso Regional Housing plan, the city has a shortage of 3,300 rental units for households earning less than \$30,000 annually. Chai Manor II provides access to quality housing in a community-oriented environment, with outdoor gathering spaces, an After-School Learning Center, will support current and future neighborhood residents and families seeking homes which are affordable and close to transit, retail, jobs and schools. With adjacent bus stops, the location offers easy access to a wide range of opportunities across the city to support upward mobility for residents of all ages.

The newly constructed Chai Manor II will help HOME meet the needs of current and future residents whose incomes fall between thirty percent (30%) and sixty percent (60%) AMI, with the aim to support and increase opportunities for very low to low-income residents.

HOME anticipates a high score for Value Statement 1 given the site's high overall number of units (15 points), range of units available between 30% and 60% AMI (8 & 7 PTS) and the high number of units produced per amount of tax credits (5 Pts).

Value Statement 2 – Social Services (20 Pts)

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

HOME planned delivery and facilitation of social services program at Chai Manor II directly supports the City's objectives to break cycles of poverty and support upward mobility. Affordable Housing is a critical and stabilizing foundation for low-income and very low-income residents. But to break cycles of poverty, HOME has found the broader resident needs around health, education, and employment must be addressed. This principle is the basis of HOME's mission to improve the quality of life for economically challenged families. The holistic approach to services will add significant value to the lives of residents and community members who participate.

HOME's extensive experience delivering services and programs across 18 properties which serve elderly and disabled residents **is further assurance the specific needs of future Chai Manor II residents will be met.** See page 10 of the slide deck (Attachment B-12) to learn about HOME's long-standing partnerships and programs. Future residents will have access to programs and social services in the following three categories:

Education

Long-standing partnerships with educational institutions, including the El Paso Community College and the University of Texas at El Paso, strengthen HOME's ability to deliver a variety of educational programs. HOME anticipates offering regularly scheduled personal enrichment classes for seniors 55 and over, quarterly health and nutrition classes on health topics ranging from diabetes to cancer prevention, quarterly life skills classes to help residents understand their medical benefits, and classes on preventing elderly abuse.

Economic Development/Workforce Entrepreneurial Development, including

Homeownership Income is the strongest and most consistent predicator of resident health and wellbeing; and promoting financial independence for residents is a top priority. For over a decade, HOME has partnered with Government Employees Credit Union (GECU) and Project Bravo to deliver financial literacy training to support residents reach their financial goals. In addition, HOME's Family Self-Sufficiency (FSS) Program will be available to residents interested in homeownership opportunities. The FSS Program is a holistic approach to helping HUD-assisted families make progress towards achieving self-sufficiency which combines case management to help families access the services they may need to increase their earnings with a strong financial incentive (in the form of an escrow account) for families to increase their earnings. As the leading homeownership placement program in the El Paso area, FSS has proven to be very successful in helping low-income families build assets and substantially increase their earnings to become homeowners.

Supportive/Social Services

Many elderly residents need support and social services, having experienced isolation and traumas related to housing insecurity, poverty, and violence. HOME has an extensive network of non- profit and healthcare partners who provide residents with supportive/social services both on and off site. Healthcare partners, including A&M Healthcare, Care Quality Health Care, Superior Health Plans, United Health Plans, Cigna Health Plan, and Bienvivir Senior Health Services help HOME facilitate monthly health screenings, annual health fairs, annual flu shots and other highly tailored programming to support the physical and mental well-being of all residents.HOME also also provides a variety of supportive service programs throughout

the year, including bi-monthly social events, such as games, ice cream socials, guitar playing and holiday celebrations; bi-monthly arts and crafts, such as knitting and decorating; and an annual housekeeping supplies giveaway. Social connections are an essential part of resident wellbeing,

can extend length and quality of life, and serve as an important foundation to support upward mobility. Also, HOME enlists additional community partners, such as El Pasoan's Fighting Hunger, Agency Area on Aging, Abundant Living Faith Center, St. George Orthodox Church, Centra de Salud La Fe, and HOME's Resident Services Department, to help deliver other social programs including monthly food distribution, monthly bible classes, weekly volunteer companionship for up to 20 hours per week, bi-weekly or monthly grocery trips, and an annual holiday meal, entertainment, and a food pantry. HOME is always interested in adding to our resident services

roster and will explore working, by example, with the City's Grandparent Fostering program.

Value Statement 3 – Access to Commercial/Public Service

Residents given an opportunity for inclusiveness and afforded an opportunity to access public services.

In alignment with Value Statement 3, residents of Chai Manor II will be given an opportunity for inclusiveness and afforded an opportunity to access public services. There are plentiful commercial/public services within walking distance.

Great Access

The development has "front door" access to El Paso's public transportation. Residents will have the ability to all major travel corridors and the newly Rapid Transportation System. Through this amenity, residents will be able to capitalize on the network of city streets. Making this alternative form of transportation more attractive and reduce the dependency on automobiles. Neighborhood amenities are also accessible by the major corridors and public transportation for future residents of the development. Overall, the development promotes the concept of live-work by providing job opportunities closer to "home" which is especially valuable for family members which are also caregivers.

This development meets the TDHCA criteria of promoting the edification of high-quality housing. Unit sizes and features have been enhanced with no additional charge to the residents. These amenities will enhance the overall quality of life for the residents and incorporate Green Building elements. Over 50% of the low-income units are 60% or less of the AMI, and at least 10% of the rents are at 30% or less of the AMI.

Chai Manor II is committed to serving and support elder Texans most in need. It will provide a combination of supportive services along with adequate space for the program service providers to provide services.

These services will include a Support Service office as well as additional services which may include, but are not limited to, GED Preparation classes, annual health fair, Notary Services, and/or providing a fulltime resident services coordinator. The services may be modified as residents needs change. In conjunction to these services, the development includes accessible and audio/visual units to accommodate residents with special physical needs.

Residents are provided an opportunity through gathering points/areas for inclusiveness and afforded an opportunity to access public services as the development site is within steps to public transportation is conveniently located near various community assets. Schools, medical facility, outdoor public recreation, religious institution, post office, convenience store, civic offices, and restaurants to name a few. Chai Manor II will include barrier free access by residents to the immediate neighborhood and

commercial/public services. The walkability of the site is excellent and provides a high quality of life for future residents.

The community is engaged and has provided vital support to the first phase of Chai Manor, and it is expected that the same support will be provided for Chai Manor II. The City of El Paso will discuss and consider passing a resolution of local support and commitment for the tax credit property. It is anticipated support for the development will continue with the support of various community organizations such as Project Bravo and the YWCA. The development meets the goals, objectives, and the overall criteria set forth by TDHCA.

Value Statement 4 – Local Presence (15 Pts)

Local presence and long-term accountability in El Paso

As a "High Performing" and award-winning Public Housing Authority (PHA) that assists more than 40,000 El Pasoans, HOME has become the 14th largest PHA in the United States and the largest in the State of Texas. HOME's local presence and long-term accountability cannot be overstated at nearly 84 years of continuous service. HOME hires locally and has a full staff to manage, operate and develop its properties successfully. The strong partnership between HOME and the City of El Paso helps build the housing market on a substantial scale.

Highlights of HOME's Experience include:

- 84 Years in El Paso
- 80 Staff
- 48 Properties
- 40,000 El Pasoans Served
- Housing for Veterans (VASH Program)

- 1,126 New Construction Units
- 5,233 Rehab Units (5,167w/RAD)
- 5,600 Housing Choice Vouchers
- 1,300 Tax Credits & Non-Subsidized Units
- Housing for Chronically Homeless (Shelter Plus Care Program)

HOME has significant experience with financing, development, construction, and management of homes for families, elderly, and disabled residents. HOME has completed 5,167 units through the Rental Assistance Demonstration (RAD) program to date and has a portfolio of 6,102 RAD units, 5,600 Housing Choice Vouchers, and 1,300 Tax Credits and Non-Subsidized units.

HOME has a strong development team, continues to operate properties, and provides affordable housing for low and very-low-income households in El Paso. Long-term care and maintenance of HOME properties will be supported through the properties cashflow.

The HOME team's experience in both development and operation of affordable housing is built from decades of implementing affordable housing programs. HOME has a strong track record of meeting funding obligations and timelines resulting in successful delivery of high-performance, sustainable, and safe projects. These include experience with a range of funding sources and programs, including LIHTC, HUD grants and programs, including RAD conversions, and other federal and local programs.

Tax Credit Awards

HOME's significant tax credit experience includes full support from the city and spans from a 2016 award of \$3 million for Commissioners Corner and Gonzalez Apartments new construction of 338

units. 2017 award of \$3 million from TDHCA for Blue Flame Building and Medano Heights, which total 266 units and placed in service in December 2019; 2021 award of \$1.2 million for the rehab of Sun Pointe; and 2020 1.2 million for the new construction project, Nuestra Senora. Both Sun Pointe and Nuestra Senora began construction in 2022 and will deliver a total of 226 units in 2024.

In 2019, HOME was awarded \$1.5 million for the development of Patriot Place Phase I, which totals 110 units and was placed in service in 2021. HOME was awarded \$900,000 in 2022 for its project in El Paso County which will produce 40 single-family units in Clint. In 2023, HOME was awarded \$1.2 million for the development of Patriot Place Phase II.

Award-Winning Affordable Housing

HOME's ability to meet financing obligations and deliver high performance projects which serve families, elderly, and disabled residents in reinforced through its excellent HUD relationship. It includes an earlier \$20 million HOPE VI grant awarded by HUD for the revitalization of Alamito Apartments into 349 public housing units. A \$12.7 million HUD American Recovery and Reinvestment Act ("ARRA") Capital Funds grant for the rehabilitation of public housing properties and an \$8.3 million HUD AARA grant for the Paisano Green Community. This award-winning 73-unit community was completed in 2012 and is the first NetZero, fossil-fuel free, LEED Platinum, affordable housing community in the United States.

HOME's RAD program, initiated in 2014, is second to none in the State of Texas and nationally. It has resulted in the rehabilitation and new construction of over 5,167 affordable housing units to date and upon completion represents a total of **\$1.3 Billion** in public-private partnerships and construction projects.

Commitment to Extended Affordability

With a statutory mandate to serve low-income families in El Paso, HOME has been and will continue to remain the leading provider of affordable housing in El Paso. HOME commits to long-term affordability of properties and has set an extended 45-year affordability period for Chai Manor Phase II.

Value Statement 5 – Smart Growth (20 Pts)

Meets City Smart Growth Initiative as set out in Plan El Paso

Since the adoption of the first City Plan of El Paso in 1925, this document has become the cornerstone in making El Paso the city it is today. It has stayed true to its purpose of promoting the convenience of its population, improve health, provide different recreational options, and beautify El

Paso a whole. El Paso may be the 19th largest city in the nation, but more importantly, it continues to rank as one of the

safest cities in the nation. It's not only the home to Fort Bliss, but it also has become the retirement place of choice for many troops. These factors, along with historic advantages and economic diversity play a factor to the success of the city. Chai Manor II meets the city's smart growth initiative as set out in the *Plan El Paso* and established sound business practices to ensure the Mission, Vision and Values of the City of El Paso are preserved. This project conserves environmental resources, spurs economic investment and reduces the need for infrastructure and services. The strategic location provides a housing option which has activities within walking distance, proximity to neighborhood services, and public transportation to alleviate the dependency on cars. Chai Manor II will bring additional stability to its neighborhood not only by building additional affordable housing with ADA and VHI units, but through different resident programs. The development encourages the participation of the community associations, JWRC Resident Council plays a vital role in addressing the needs of the residents. Supportive Services tailored to address residents' needs will be available to all residents. The applicant/developer also sponsors the Family Self-Sufficiency program, to promote homeownership.

Energy Efficiency initiatives will be incorporated into the design of the development, thus reducing operational costs and energy consumption. Chai Manor II will comply with environmental regulatory requirements. With the assistance of various local, state, and federal agencies the construction of the units will ensure the development meets all necessary codes. Through pest control, the project will be treated for any "unwelcomed" guests during excavation and during occupancy to host a healthy community and surrounding area. Recovering from an extreme weather event can be achieved through many options, but our strongest ally is education. Cooperation of the resident councils and by hosting health faits, thus instructing residents will help minimize the damage families endure to achieve individual resiliency for El Paso residents.

In summary, the planned Chai Manor II project meets City smart growth initiatives as set out in the *Plan of El Paso*. For example, the project is planned in a central location and will develop an existing vacant and underutilized property. The development will infuse residents to a key area which will bolster the population density. The City of El Paso is more than just bricks and mortar, its foundation is its people, and with the help of various parties, Chai Manor II will help the City of El Paso connect neighborhoods and develop a society which will help it move towards an exciting future.

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2024 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 2024 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 Wednesday, December 8, 2023 by 5:00 pm (MST)

SECTION A. PROPERTY AND CONTACT INFORMATION

- 1. Applicant/Developer: Paisano Housing Redevelopment (instrumentality of HACEP dba HOME)
- 2. Contact Person: Satish Bhaskar

3. Applicant Address: <u>304 Texas Avenue</u>, 16th Floor, El Paso, TX 79901 Phone: 915-849-3730 E-Mail: sbhaskar@ephome.org

4. Name of Proposed Development: Mesa Hills II

5. Proposed Development Address/Location: Parcel 1, Lot 3, Block One, Coronado del Sol, Mesa Hills Drive

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): \$12,945,800

- 4. Cost per square foot: $\frac{237.00}{2}$
- 5. Amount of tax credits being requested of TDHCA: <u>\$1,500,000</u>
- 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	24			20		4
2 Bedroom	12			8		4
3 Bedroom	4			4		
4 Bedroom						
Totals						

7.	Is the proposed development site properly zoned for proposed development?	Yes	~	No _	
	a. Current Zoning: ^{R-5 process of rezoning to A2}				

8. Are property taxes current for the site? Yes No

If yes, provide a copy of current property tax receipt, or print-out from:

https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.

- 9. Is the property located in a flood zone? Yes No
- 10. Submit location map showing the project site. Submit as Attachment B-10.
- 11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

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

1.	Total amount of funds requested from City HOME/CDBG funds: <u>\$</u>	
	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? <u>n/a</u>	Vacant? X
If completely vacant, how long has the property been vacant	? 10+ years
Are any of the units owner-occupied? n/a	

Will Temporary or permanent relocation be required? <u>no relocation</u>

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.

No

Do you agree to meet or exceed the Section 3 requirements noted above? Yes

- 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 DECEMBER 8, 2023 BY 5:00 PM (MST).

Submittals received after 5:00 pm on December 8, 2023 MST will not be considered for support.

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

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

Person authorized to sign on behalf of proposed development:

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

Signature (required):	 Date: <u>12/08/2023</u>
FOR STAFF USE ONLY: Received by:	Date:

ATTACHMENT A

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

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

ATTACHMENT A

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

ATTACHMENT A

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

TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns		MAXIMUM POINTS: 4	L .
Goal	Policy	Criteria	Points
Downtown			
Goal 1.1 : The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic	Policy 1.1.1 : City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail,	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	Policy 1.1.2: The City encourages new multi-story mixed-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildings Downtown.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	Policy 1.1.3: Downtown redevelopment strategies will include new and improved civic buildings and civic spaces, plus shared parking for residents, employees, and visitors.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
Traditional Neighborhoods			
Goal 1.2: The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
Goal 1.3 : The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.	Policy 1.3.1 : Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
	must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located wtihin a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.	1
	Policy 1.3.2: Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).	For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either: a. Locate within a 1/2 mile walking distance from an existing or future RTS stop b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.	1
Outward Expansion Goal 1.5: The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of E Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be	ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.	The development is located in any of the Future Land Use Areas listed here: a. O-1 "Preserve" b. O-2 "Natural" c. O-3 "Agriculture" d. O-5 "Remote"	-2

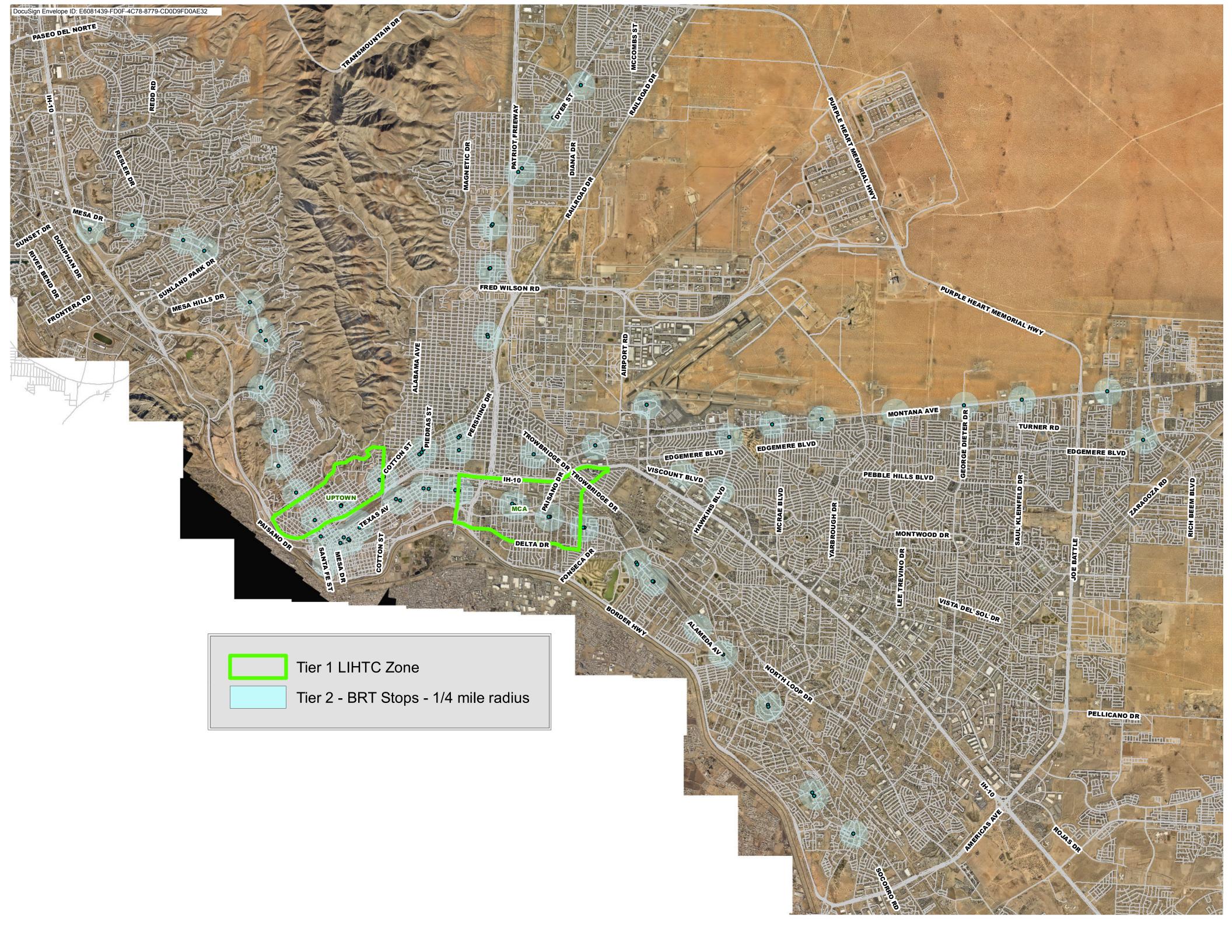
developed is an excellent location for expansion.	Policy 1.5.3 : Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
Outward Expansion		l	
Goal 1.9: The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 "Industrial" growth sector on the Future Land Use Map.	Policy 1.9.5: Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify. For developments in the G-7 "Industrial and/or	1
		Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design		MAXIMUM POINTS:	4
Goal	Policy	Criteria	Points
Smart Location Principles Goal 2.1: The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public	Policy 2.1.2: Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within $\frac{1}{2}$ -mile of the project's boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
transportation.	Policy 2.1.3: Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

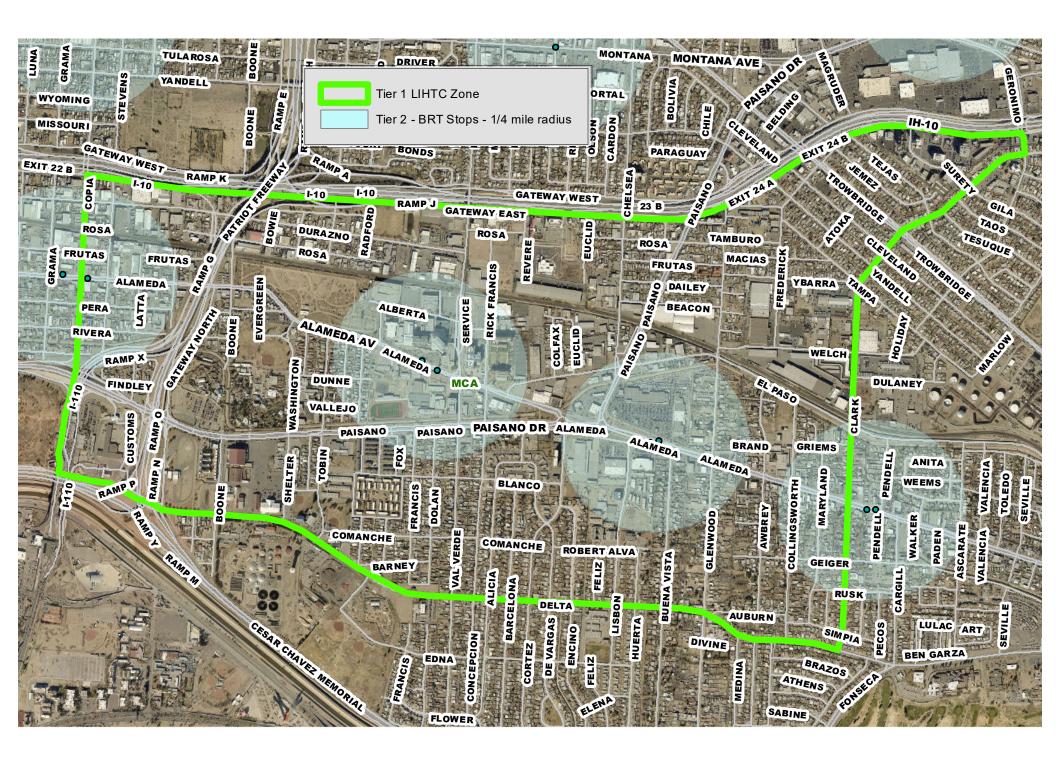
Policy 2.1.4: Development is encouraged to integrate jobs into or near residential neighborhoods, or to rebalance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.	The development either: a. provides on-site commerical and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	1
Policy 2.1.6: Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
Policy 2.1.7: Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	-1
Policy 2.1.10 : Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	-2
Policy 2.1.11: Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	-2
Policy 2.1.14: Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	1

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

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

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







Mesa Hills II Attachment B-2

Introduction to Mesa Hills II

The Housing Authority of the City of El Paso D/B/A Housing Opportunity Management Entity ("HOME") is very pleased to submit this application for Mesa Hills Phase II using 9% Low Income Housing Tax Credits (LIHTC) through the 9% Regional Competitive Set Aside Funding Pool administered by the Texas Department of Housing and Community Affairs ("TDHCA"). This is HOME's application submitted to the City of El Paso as part of the 2024 9% Regional Competitive Set Aside. To assist the City's review, included to the slide deck Attachment B-12 which provides supportive information in an easy-to-read format.

Mesa Hills II will be an attractive 3 building, 40 unit, mixed-income newly constructed development located in the Sunland Park North neighborhood. This second phase of the development will provide quality affordable housing and services for residents in the west area of the city. See Figure 1 of the following page for the Mesa Hills II location. Also refer to the slide deck (Attachment B-12) for additional site content.

The Mesa Hills II development will provide a new community, which is conveniently located on the west side. Future residents of Mesa Hills II will greatly benefit from the site's excellent access and proximity to an array of commercial complexes and grocery stores that provide opportunities for employment and shopping. The site also has a wide range of nearby social services, parks, educational institutions, and access to the local transit network that will provide significant opportunity for future residents.

In addition to the 40 affordable housing units, the development will share a Community Center and outdoor space which includes a playground and seating. The development of Phase II will complete the development of approximately 6 vacant acres and will set a leading example for a more community-oriented neighborhood that is currently in need of increased affordable housing options.

The Mesa Hills apartments are surrounded by a wide range of amenities to help support and provide equitable opportunities to low-income families. The site has access to the local Sun Metro bus network. Sunland Park Drive is a major commercial corridor with several malls and commercial plazas for the local community. Stores within walking distance of this future development are Family Dollar, "Five or Below", PetSmart, Ross Dress for Less, and restaurants like: Corner Bakery, "Buffalo Wild Wings" and IHOP. Just across the street lies the Sunland Park Mall with additional stores for a variety of options. The number of shops and retail provides consumer and employment opportunities to the future residents of Mesa Hills. Also located at these shopping centers are several groceries including Sprouts Farmers Market, Food King, and Target Super Center. Due to the large amount of commercial activity, there are also bus lines within walking distance to provide public transportation connections to other parts of the city.

The location of the Mesa Hills apartments creates a thriving environment for children and growing families. Nearby is access to parks and other recreational facilities. Within a mile from the site are three parks, Harvey Park, HT Ponsford Park, and Crestmont Park, which all provide a child and pet-friendly environment that allows for other recreational activities. Other nearby attractions include Resler Canyon, and Bob-O's Family Fun Center are excellent environments for growing families.

In addition to recreation, are several educational institutions facilitating a supportive environment for children and growing families. Schools such as Putnam, Zach White, and Johnson elementary schools are all local exemplary educational institutions for children with a variety of amenities. Examples of schooling at higher levels include the Coronado High School, the St. Mathew Catholic School, and the Mountain West Montessori School.

The need for affordable housing in this neighborhood and across the city is great. According to the 2019 El Paso Regional Housing plan, the city has a shortage of 3,300 rental units for households earning less than \$30,000 annually. Mesa Hills II provides access to quality housing in a community-oriented environment, with outdoor gathering spaces, will support current and future neighborhood residents and families seeking homes which are affordable and close to transit, retail, jobs and schools.

Future residents of Mesa Hills II will greatly benefit from the site's excellent public transit access and proximity to an array of parks, services, and educational opportunities. A wide range of nearby social services, jobs, educational institutions, and commercial development will provide significant opportunities for future residents.

The newly constructed Mesa Hills II will help HOME meet the needs of current and future residents whose incomes fall between thirty percent (30%) and sixty percent (60%) AMI, with the aim to support and increase opportunities for very low to low-income residents.

HOME anticipates a high score for Value Statement 1 given the site's high overall number of units (15 points), range of units available between 30% and 60% AMI (8 & 7 PTS) and the high number of units produced per amount of tax credits (5 Pts).

Value Statement 2 – Social Services (20 Pts)

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

HOME planned delivery and facilitation of social services program at Mesa Hills II directly supports the City's objectives to break cycles of poverty and support upward mobility. Affordable Housing is a critical and stabilizing foundation for low-income and very low-income residents. But to break cycles of poverty, HOME has found the broader resident needs around health, education, and employment must be addressed. This principle is the basis of HOME's mission to improve the quality of life for economically challenged families. The holistic approach to services will add significant value to the lives of residents and community members who participate.

HOME's extensive experience delivering services and programs across 48 properties which serves families **is further assurance the specific needs of future Mesa Hills II residents will be met.** See page 10 of the slide deck (Attachment B-12) to learn about HOME's long-standing partnerships and programs. Future residents will have access to programs and social services in the following three categories:

Education

Long-standing partnerships with educational institutions, including the El Paso Community College and the University of Texas at El Paso, strengthen HOME's ability to deliver a variety of educational programs. HOME anticipates offering health and nutrition classes on health topics ranging from diabetes to cancer prevention, quarterly life skills classes to help families navigate their medical benefits and more.

Economic Development/Workforce Entrepreneurial Development, including

Homeownership Income is the strongest and most consistent predicator of resident health and wellbeing; and promoting financial independence for residents is a top priority. For over a decade, HOME has partnered with Government Employees Credit Union (GECU) and Project Bravo to deliver financial literacy training to support residents reach their financial goals. In addition, HOME's Family Self-Sufficiency (FSS) Program will be available to residents interested in homeownership opportunities. The FSS Program is a holistic approach to helping HUD-assisted families make progress towards achieving self-sufficiency which combines case management to help families access the services they may need to increase their earnings with a strong financial incentive (in the form of an escrow account) for families to increase their earnings. As the leading homeownership placement program in the El Paso area, FSS has proven to be very successful in helping low-income families build assets and substantially increase their earnings to become homeowners.

Supportive/Social Services

Many residents need supportive and social services, having experienced isolation and traumas related to housing insecurity, poverty, and violence. HOME has an extensive network of nonprofit and healthcare partners who provide residents with supportive/social services both on and off site. Healthcare partners, including Superior Health Plans, Texas Tech University Health Sciences Center, A HOME partner for 10 years, and Texas A&M Agrilife, help HOME facilitate monthly health screenings, annual health fairs, annual flu shots, COVID-19 vaccines and boosters, and other highly tailored programming to support eh physical and mental well being of all residents, including youth. HOME also provides a variety of supportive services programs throughout the year, including bi-monthly social events, such as games, ice cream socials, guitar playing and holiday celebrations; bi-monthly arts and crafts, such as knitting and decorating; and backpack giveaways that have been very successful programs. Social connections are an essential part of resident wellbeing, can extend length and quality of life, and serve as an important foundation to support upward mobility. HOME enlists additional community partners, such as EL Pasoan's Fighting Hunger, Project VIDA, Abundant Living Faith Center, and HOME's Transportation Department, to help deliver other social programs including monthly food distribution, after-school youth program and an annual holiday meal, entertainment, and a food pantry.

Value Statement 3 – Access to Commercial/Public Service

Residents given an opportunity for inclusiveness and afforded an opportunity to access public services.

In alignment with Value Statement 3, residents of Mesa Hills II will be given an opportunity for inclusiveness and afforded an opportunity to access public services. There are plentiful commercial/public services within walking distance.

Great Access

The development has "front door" access to El Paso's public transportation. Residents will have the ability to all major travel corridors and the new Rapid Transportation System. Through this amenity, residents will be able to capitalize on the network of city streets. Making this alternative form of

transportation more attractive and reducing the dependency on automobiles. Neighborhood amenities are also accessible by the major corridors and public transportation for future residents of the development. Overall, the development promotes the concept of live-work by providing job opportunities closer to "home" which is especially valuable for family members which are also caregivers.

This development meets the TDHCA criteria of promoting the edification of high-quality housing. Unit sizes and features have been enhanced with no additional charge to the residents. These amenities will enhance the overall quality of life for the residents and incorporate Green Building elements. Over 50% of the low-income units are 60% or less of the AMI, and at least 10% of the rents are at 30% or less of the AMI.

Mesa Hills II is committed to serving and support elder Texans most in need. It will provide a combination of supportive services along with adequate space for the program service providers to provide services. These services will include a Support Service office as well as additional services which may include, but are not limited to, GED Preparation classes, annual health fair, Notary Services, and/or providing a full-time resident services coordinator. The services may be modified as residents need change. In conjunction to these services, the development includes accessible and audio/visual units to accommodate residents with special physical needs.

Residents are provided an opportunity through gathering points/areas for inclusiveness and afforded an opportunity to access public services as the development site is within steps to public transportation is conveniently located near various community assets. Schools, medical facility, outdoor public recreation, religious institution, post office, convenience store, civic offices, and restaurants to name a few. Mesa Hills II will include barrier free access by residents to the immediate neighborhood and commercial/public services. The walkability of the site is excellent and provides a high quality of life for future residents.

The community is engaged and will provide vital support to the first phase of Mesa Hills, and it is expected that the same support will be provided for Mesa Hills II. The City of El Paso will discuss and consider passing a resolution of local support and commitment for the tax credit property. It is anticipated support for the development will continue with the support of various community organizations such as Project Bravo and the YWCA. The development meets the goals, objectives, and the overall criteria set forth by TDHCA.

Value Statement 4 – Local Presence (15 Pts)

Local presence and long-term accountability in El Paso

As a "High Performing" and award-winning Public Housing Authority (PHA) that assists more than

40,000 El Pasoans, HOME has become the 14th largest PHA in the United States and the largest in the State of Texas. HOME's local presence and long-term accountability cannot be overstated at nearly 84 years of continuous service. HOME hires locally and has a full staff to manage, operate and develop its properties successfully. The strong partnership between HOME and the City of El Paso helps build the housing market on a substantial scale.

Highlights of HOME's Experience include:

- 84 Years in El Paso
- 80 Staff
- 48 Properties
- 40,000 El Pasoans Served
- Housing for Veterans (VASH Program)

- 1,126 New Construction Units
- 5,233 Rehab Units (5,167w/RAD)
- 5,600 Housing Choice Vouchers
- 1,300 Tax Credits & Non-Subsidized Units
- Housing for Chronically Homeless (Shelter Plus Care Program)

HOME has significant experience with financing, development, construction, and management of homes for families, elderly, and disabled residents. HOME has completed 5,167 units through the Rental Assistance Demonstration (RAD) program to date and has a portfolio of 6,102 RAD units, 5,600 Housing Choice Vouchers, and 1,300 Tax Credits and Non-Subsidized units.

HOME has a strong development team, continues to operate properties, and provides affordable housing for low and very-low-income households in El Paso. Long-term care and maintenance of HOME properties will be supported through the properties cashflow.

The HOME team's experience in both development and operation of affordable housing is built from decades of implementing affordable housing programs. HOME has a strong track record of meeting funding obligations and timelines resulting in successful delivery of high-performance, sustainable, and safe projects. These include experience with a range of funding sources and programs, including LIHTC, HUD grants and programs, including RAD conversions, and other federal and local programs.

Tax Credit Awards

HOME's significant tax credit experience includes full support from the city and spans from a 2016 award of \$3 million for Commissioners Corner and Gonzalez Apartments new construction of 338 units. 2017 award of \$3 million from TDHCA for Blue Flame Building and Medano Heights, which total 266 units and placed in service in December 2019; 2021 award of \$1.2 million for the rehab of Sun Pointe; and 2020 1.2 million for the new construction project, Nuestra Senora. Both Sun Pointe and Nuestra Senora began construction in 2022 and will deliver a total of 226 units in 2024.

In 2019, HOME was awarded \$1.5 million for the development of Patriot Place Phase I, which totals 110 units and was placed in service in 2021. HOME was awarded \$900,000 in 2022 for its project in El Paso County which will produce 40 single-family units in Clint. In 2023, HOME was awarded \$1.2 million for the development of Patriot Place Phase II.

Award-Winning Affordable Housing

HOME's ability to meet financing obligations and deliver high performance projects which serve

families, elderly, and disabled residents in reinforced through its excellent HUD relationship. It includes an earlier \$20 million HOPE VI grant awarded by HUD for the revitalization of Alamito Apartments into 349 public housing units. A \$12.7 million HUD American Recovery and Reinvestment Act ("ARRA") Capital Funds grant for the rehabilitation of public housing properties and an \$8.3 million HUD AARA grant for the Paisano Green Community. This award-winning 73-unit community was completed in 2012 and is the first NetZero, fossil-fuel free, LEED Platinum, affordable housing community in the United States.

HOME's RAD program, initiated in 2014, is second to none in the State of Texas and nationally. It has resulted in the rehabilitation and new construction of over 5,167 affordable housing units to date and upon completion represents a total of **\$1.3 Billion** in public-private partnerships and construction projects.

Commitment to Extended Affordability

With a statutory mandate to serve low-income families in El Paso, HOME has been and will continue to remain the leading provider of affordable housing in El Paso. HOME commits to long-term affordability of properties and has set an extended 45-year affordability period for Mesa Hills Phase II.

Value Statement 5 – Smart Growth (20 Pts)

Meets City Smart Growth Initiative as set out in Plan El Paso

Since the adoption of the first City Plan of El Paso in 1925, this document has become the cornerstone in making El Paso the city it is today. It has stayed true to its purpose of promoting the convenience of its population, improving health, providing different recreational options, and

beautify El Paso a whole. El Paso may be the 19th largest city in the nation, but more importantly, it continues to rank as one of the safest cities in the nation. It's not only the home to Fort Bliss, but it also has become the retirement place of choice for many troops. These factors, along with historic advantages and economic diversity play a factor in the success of the city.

Mesa Hills II meets the city's smart growth initiative as set out in the *Plan El Paso* and established sound business practices to ensure the Mission, Vision and Values of the City of El Paso are preserved. This project conserves environmental resources, spurs economic investment and reduces the need for infrastructure and services. The strategic location provides a housing option which has activities within walking distance, proximity to neighborhood services, and public transportation to alleviate the dependency on cars. Mesa Hills II will bring additional stability to its neighborhood not only by building additional affordable housing with ADA and VHI units, but through different resident programs. The development encourages the participation of the community associations, JWRC Resident Council plays a vital role in addressing the needs of the residents. Supportive Services tailored to address residents' needs will be available to all residents. The applicant/developer also sponsors the Family Self-Sufficiency program, to promote homeownership.

Energy Efficiency initiatives will be incorporated into the design of the development, thus reducing operational costs and energy consumption. Mesa Hills II will comply with environmental regulatory requirements. With the assistance of various local, state, and federal agencies the construction of the

units will ensure the development meets all necessary codes. Through pest control, the project will be treated for any "unwelcomed" guests during excavation and during occupancy to host a healthy community and surrounding area. Recovering from an extreme weather event can be achieved through many options, but our strongest ally is education. Cooperation of the resident councils and by hosting health faits, thus instructing residents will help minimize the damage families endure to achieve individual resiliency for El Paso residents.

In summary, the planned Mesa Hills II project meets City smart growth initiatives as set out in the *Plan* of *El Paso*. For example, the project is planned in a central location and will develop an existing vacant and underutilized property. The development will infuse residents into a key area which will bolster the population density. The City of El Paso is more than just bricks and mortar, its foundation is its people, and with the help of various parties, Mesa Hills II will help the City of El Paso connect neighborhoods and develop a society which will help it move towards an exciting future.



2024 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 2024 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 Wednesday, December 8, 2023 by 5:00 pm (MST)

SECTION A. PROPERTY AND CONTACT INFORMATION

- 1. Applicant/Developer: Pebble Hills 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: Pebble Hills Seniors

5. Proposed Development Address/Location: <u>NWC Charles Foster Ave</u>. and John Hayes St., El Paso, TX 79938

6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):

9% Regional Competitive

SECTION B. PROJECT INFORMATION

- 1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
- 2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1^{**} margins. Submit as Attachment B-2.
- 3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$15,600,497
- 4. Cost per square foot: \$_222.90
- 5. Amount of tax credits being requested of TDHCA: \$1,500,000
- 6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	34	2		18	9	5
2 Bedroom	26	4		19	2	1
3 Bedroom						
4 Bedroom						
Totals	60	6		37	11	6

 7. Is the proposed development site properly zoned a. Current Zoning: <u>C-2 C</u> 	for proposed development? Yes 🖌 No
8. Are property taxes current for the site? Ye	s 🖌 No
If yes, provide a copy of current property tax rece	eipt, or print-out from:
https://actweb.acttax.com/act_webdev/elpaso/inc	dex.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Ye	s 🔲 No 🖌
10. Submit location map showing the project site.	Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if avai	lable). Submit as Attachment B-11.
SECTION C. FOR THOSE PROJECTS SEEKIN	NG FINANCIAL SUPPORT FROM CITY FUNDS
1. Total amount of funds requested from City HOM	E/CDBG funds [.] \$ N/A
Or, total amount of requested fee waiver fro	
2. Indicate use of all funds by category and amount	
Acquisition:	s N/A
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 re	econstruction developments):
How many of the existing dwelling units are	
If completely vacant, how long has the prop	
Are any of the units owner-occupied?	
	required?
	E/CDBG funds): If the project construction amount totals more than
	xceed Section 3 requirements by: (1) awarding at least 20% of the
total dollar amount of all covered construction contra	acts to Section 3 businesses; and (2) offering 50% of new employment
opportunities to Section 3 businesses. Section 3 is a	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- o	or very-low income residents in connection with projects and activities
in their neighborhoods. The HOME and CDBG fund	s administered by the City necessitate following Section 3 provisions.
Do you agree to meet or exceed the Section	a 3 requirements noted above? Yes No
5. Submit the following financial documents (for thos	e requesting HOME/CDBG funds):
a. Applicant's financial statement or m	nost 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 DECEMBER 8, 2023 BY 5:00 PM (MST).

Submittals received after 5:00 pm on December 8, 2023 MST will not be considered for support.

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

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

Person authorized to sign on behalf of proposed development:

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

Signature	(required)):	/

Printed Name/Title: Roy Lopez, Senior Vice President

Date: <u>12/8/2023</u>

FOR STAFF USE ONLY: Received by:	Date:
Review for Completeness by:	

Attachment B-2

City of El Paso Evaluation Criteria

How this development meets the criteria for Value Statement 1:

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

Future residents will enjoy living in a well-designed and equipped senior community on a 5.4413acre site in a safe and vibrant neighborhood with a poverty rate of 2.17%. Located at the NWC of Charles Foster Avenue and John Hayes Street in a 1st quartile census tract where residents will be close to supermarkets, retail outlets, restaurants, healthcare facilities and a number of other neighborhood amenities and conveniences.

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

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

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

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$2,940,000 at 6.50% interest with payments amortized over 40 years; (2) tax credit equity of \$12,598,740 and (3) deferred developer fee of \$61,757 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$15,600,497 of total development funds needed to build this development.

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

seven (27) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

How this development meets the criteria for Value Statement 2:

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

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

How this development meets the criteria for Value Statement 3:

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

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

How this development meets the criteria for Value Statement 4:

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

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

How this development meets the criteria for Value Statement 5:

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

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

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

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

Goal 2.1 Smart Location Principals – the proposed development site will be located within ¹/₄ miles of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

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

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

Goal 4.11 Public Transportation – the proposed development will be located in a G-4 suburban area that will be within ¹/₄ mile from a transit bus stop and within walking, biking and limited driving distance of numerous amenities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regional Land Use Patterns

Policy 1.3.1 Neighborhood Retrofits – the proposed development will be located within ¹/₄ mile from the East Cave Park and within ¹/₂ mile of Eastside Sports Complex and Walking Trail.

Urban Design

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

Policy 2.1.3 – the development will be located within $\frac{1}{2}$ mile of a Sun Bus route with continuous sidewalks and dedicated bike lanes.

Policy 2.1.4 – the development will be within $\frac{1}{2}$ mile of retail and employment with continuous sidewalks and dedicated bike lanes.

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

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

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

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

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

Housing

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

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

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

Housing Affordability Goal 6.4 – Census Tract 48141010368 has a Housing + Transportation index of 65%

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 RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "Agreement") is made and entered into this <u>1st</u> day of <u>December 2023</u> (the "Effective Date"), by and between <u>Pebble Hills Seniors,</u> <u>Ltd.</u> a <u>Texas limited partnership</u> ("Owner"), and Better Texans Services, Inc., a Texas corporation ("Contractor"). Owner and Contractor are collectively referred to as the "Parties" and each, a "Party."

<u>RECITALS</u>:

A. Owner will own and operate a <u>60</u> unit <u>senior</u> development known as <u>Pebble Hills</u> <u>Seniors</u> (the "**Property**") located in <u>El Paso, Texas</u>.

B. The Property has applied to receive an award of <u>2024</u> low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. <u>TBD</u>.

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

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

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

<u>AGREEMENT</u>:

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

1. <u>Services to be Rendered by Contractor</u>.

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

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

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

2. <u>Payment for Services; Reimbursement.</u>

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

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

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

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

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

3. <u>Term</u>. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2026. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

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

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

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

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

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

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

5. <u>Indemnity</u>.

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

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

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

7. <u>Exclusive Agreement</u>. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to <u>Section 3</u> above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

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

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

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

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

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

If to Owner:	Pebble Hills Seniors, Ltd.
	7400 Viscount Blvd., Suite 109
	<u>El Paso, TX 79925</u>
	Attention: Roy Lopez
If to Contractor:	Better Texans Services, Inc.
	P.O. Box 101295
	Fort Worth, TX 76185
	Attention: Aubrea Hance

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

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

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

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

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

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

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

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

OWNER:

Pebble Hills Seniors, Ltd. a Texas Limited Partnership

Investment Builders, Inc., By: its General Partner

By:

Name: Ike Mon Title: President

CONTRACTOR:

Better Texans Services, Inc. a Texas corporation

aubres ance By:

Aubrea Hance, President

EXHIBIT A

SERVICES

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

(A) Transportation Supportive Services include:

- shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).
- (B) Children Supportive Services include:
 - (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i}(I) of this subsection. (Half of the points required under this paragraph}; and
 - (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual} that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non -profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (D) Health Supportive Services include:
 - (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a

monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);

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



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

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

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

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

Resident Financial Literacy Training Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

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

Pebble Hills 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

12-7-2

Date





Attachment B-8

DUPLICATE RECEIPT VIA WEB Note: Not a valid proof of payment for a property tax overpayment refund



MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

Certified Owner:

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

Legal Description:

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

Parcel Address: JOHN HAYES Legal Acres: 5.4413

Remit Seq No: 52770276 Receipt Date: 01/26/2023 Deposit Date: 01/26/2023 Print Date: 12/06/2023 02:20 PM Printed By: WEB USER

Prop ID No.: 620476

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2022	City Of El Paso	TL	448,265	0.862398	3,865.83	0.00	0.00	3,865.83
2022	County Of El Paso	TL	448,265	0.426289	1,910.90	0.00	0.00	1,910.90
2022	El Paso Community College	TL	448,265	0.122611	549.62	0.00	0.00	549.62
2022	University Medical Center Of El Pa	iso TL	448,265	0.235153	1,054.11	0.00	0.00	1,054.11
2022	Socorro Isd	TL	448,265	1.249712	5,602.02	0.00	0.00	5,602.02
				_	\$12,982.48	\$0.00	\$0.00	\$12,982.48

>--

Check Number(s): 01097

Exemptions on this property:

--<

Total Applied:

Checks:

\$12,982.48

\$0.00

\$12,982.48

Change Paid:

PAYMENT TYPE: PARTIAL PAYMENT

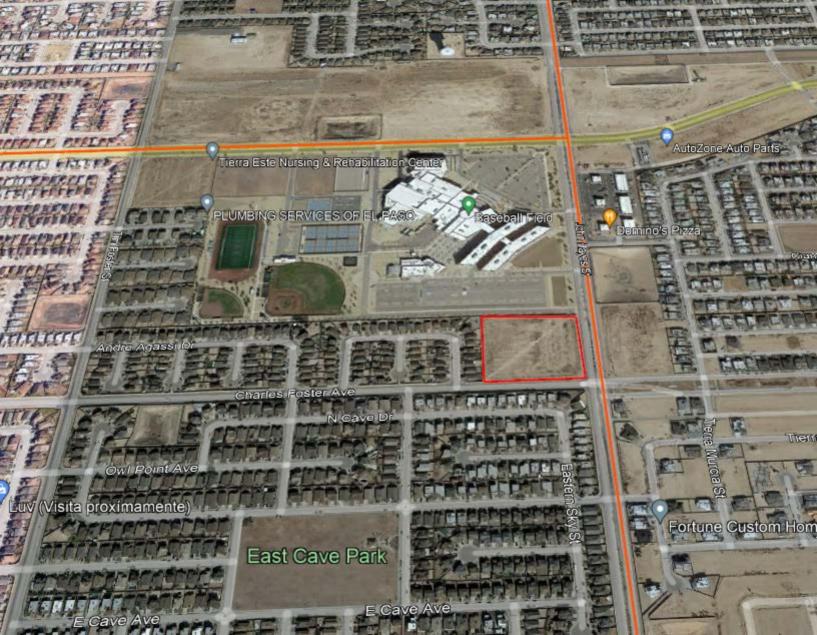
Account No: X579-999-2470-1460 PAYER **RANCHOS REAL INVESTMENT PROP LLC** C/O ANA GREGG 6080 SURETY DR STE 300 EL PASO, TX 79905-2067

915 212-0106 Page 1 of 1 21.1.219

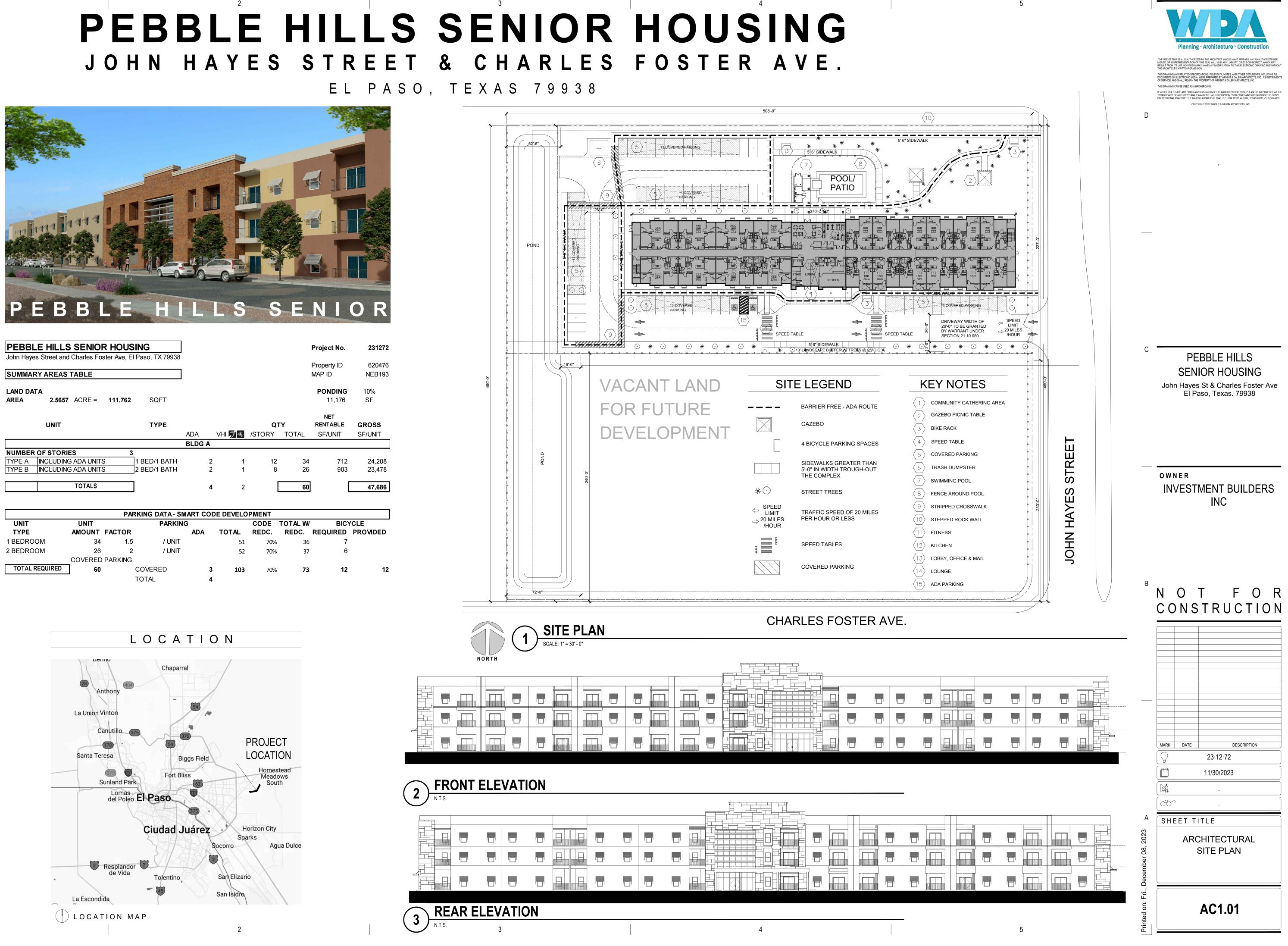
Deposit No: T01262300019 Validation No: 9 X579-999-2470-1460 Account No:

Operator Code: SHERRYB

Attachment B-10



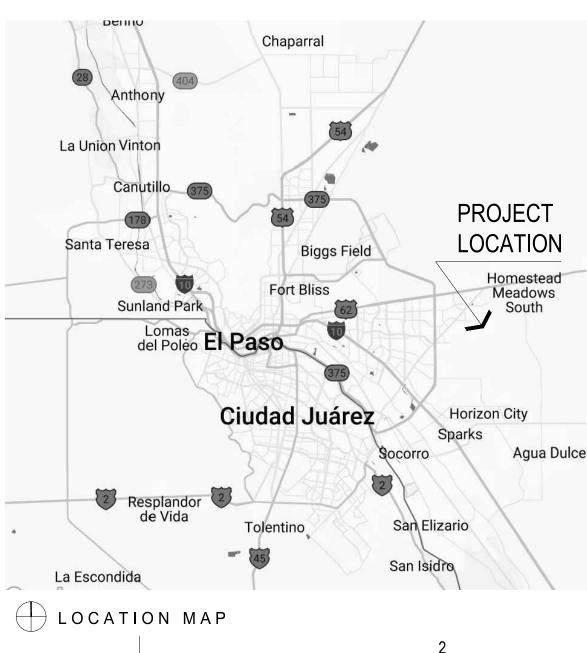
Attachment B-11



PEBBLE	E HILLS	SENIO	r hous	SING					Project N
John Hayes	Street and	Charles For	ster Ave, E	l Paso, TX 79938	-				Property I
SUMMARY	AREAS	TABLE							Map ID
	4								PONDI
AREA	2.5657	ACRE =	111,762	SQFT					11,1
									NET
	UNIT			TYPE			Q.	ТҮ	RENTAB
					ADA	VHI 🔊 🕸	/STORY	TOTAL	SF/UNI
					BLDG A				
NUMBER O	OF STORIE	S	3	5					
TYPE A	NCLUDING	GADA UNITS	6	1 BED/1 BATH	2	1	12	34	
TYPE B	NCLUDING	GADA UNITS	6	2 BED/1 BATH	2	1	8	26	!
		TOTALS		1	4	2		60	1
				1		2		00	1
				RKING DATA - S	MART CO				
		UNIT	FA	PARKIN				TOTAL W	· .
TYPE		AMOUNT	FACTOR		ADA	TOTAL	REDC.	REDC.	REQUIR
1 BEDROOI	М	34	1.5	/ UNIT		51	70%	36	-
		00	0	/ I IN 11-					

					IVIAL	KLDC.	NLDC.	
1 BEDROOM	34	1.5	/ UNIT		51	70%	36	
2 BEDROOM	26	2	/ UNIT		52	70%	37	
	COVERED	PARKING						
TOTAL REQUIRED	60		COVERED	3	103	70%	73	
	-		TOTAL	4				





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2024 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 2024 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 Wednesday, December 8, 2023 by 5:00 pm (MST)

SECTION A. PROPERTY AND CONTACT INFORMATION

- 1. Applicant/Developer: Villas at Augusta, Ltd. (Applicant) / Investment Builders, Inc, (Developer)
- 2. Contact Person: Roy Lopez

3. Applicant Address: 7400 Viscount Blvd, Suite 109, El Paso, TX 79925

Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com

4. Name of Proposed Development: Villas at Augusta

5. Proposed Development Address/Location: SWC of Augusta Dr and Zaragoza Rd, El Paso, TX 79938

6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):

9% Regional Competitive

SECTION B. PROJECT INFORMATION

- 1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
- 2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
- 3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$17,750,563
- 4. Cost per square foot: \$182.45
- 5. Amount of tax credits being requested of TDHCA: \$1,500,000
- 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	4				1	3
2 Bedroom	24	2		11	8	3
3 Bedroom	28	4		22	2	
4 Bedroom	4			4	3-0.0	
Totals	60	6	Pic SC C achieve	37	11	6

 Is the proposed development site properly zoned for proposed a. Current Zoning: <u>C-4 C</u> 	osed development? Yes 🖌 No 📃
8. Are property taxes current for the site? Yes 🖌 N	
If yes, provide a copy of current property tax receipt, or pri	
https://actweb.acttax.com/act_webdev/elpaso/index.jsp_S	
	<u> </u>
10. Submit location map showing the project site. Submit as	Attachment B-10.
11. Submit project Site Plan (and renderings if available). Su	bmit as Attachment B-11.
SECTION C. FOR THOSE PROJECTS SEEKING FINAN	ICIAL SUPPORT FROM CITY FUNDS
1. Total amount of funds requested from City HOME/CDBG f	unds: <u>\$</u> N/A
Or, total amount of requested fee waiver from the City	y of El Paso: <u>\$ 500.00</u>
2. Indicate use of all funds by category and amount (for those	e requesting HOME/CDBG funds):
Acquisition:	<u>\$ N/A</u>
Design/Soft Costs:	\$
New Construction of Housing Units:	\$
Rehabilitation/Conversion of Housing Units:	<u>\$</u>
Funds from other sources:	\$
Total Project Cost:	\$
3. Relocation of Tenants (for rehabilitation and/or reconstruct	ion developments):
How many of the existing dwelling units are occupied	
If completely vacant, how long has the property been	
Are any of the units owner-occupied?	
Will Temporary or permanent relocation be required?	
4. Section 3 Agreement (for those requesting HOME/CDBG f	
\$200,000, the owner/contractor agrees to meet or exceed Sec	tion 3 requirements by: (1) awarding at least 20% of the
total dollar amount of all covered construction contracts to Sec	ction 3 businesses; and (2) offering 50% of new employment
opportunities to Section 3 businesses. Section 3 is a provision	n of the Housing and Urban Development (HUD) Act of 1968
that requires that recipients of certain HUD financial assistanc	e, to the greatest extent feasible, provide job training,
employment, and contracting opportunities for low- or very-low	v income residents in connection with projects and activities
in their neighborhoods. The HOME and CDBG funds adminis	tered by the City necessitate following Section 3 provisions.
Do you agree to meet or exceed the Section 3 require	ments noted above? Yes No
5. Submit the following financial documents (for those request	ing HOME/CDBG funds):
a. Applicant's financial statement or most recen	t audit. Submit as Attachment C-5.a.
b. Applicant's Current Income Tax Return. Sub	mit 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 DECEMBER 8, 2023 BY 5:00 PM (MST).

Submittals received after 5:00 pm on December 8, 2023 MST will not be considered for support.

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

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

Person authorized to sign on behalf of proposed development:

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

Signature (required): ____

Printed Name/Title: Roy Lopez, Senior Vice President

Date: 12/8/2023

FOR STAFF USE ONLY: Received by:	Date:	_
Review for Completeness by:		

Attachment B-2

City of El Paso Evaluation Criteria

How this development meets the criteria for Value Statement 1:

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

Future residents will enjoy living in a well-designed and equipped family community on a 6.145acre site in a safe and vibrant neighborhood with a poverty rate of 8.04%. Located at the SWC of Augusta Drive and N Zaragosa Road in a 1st quartile census tract just off Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, good schools, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 60-unit development will consist of four (4) one bedroom, twenty-four (24) two bedroom, twenty-eight (28) three bedroom and four (4) four bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6 We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

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

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

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$4,127,000 at 6.50% interest with payments amortized over 40 years; (2) tax credit equity of \$12,598,740 and (3) deferred developer fee of \$1,024,823 to be paid from the development's operating cash flow during the initial fifteen year compliance period. These amounts will provide the \$17,750,563 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged individuals and families who are trying to improve their quality of life. The

Applicant's twenty-seven (27) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

How this development meets the criteria for Value Statement 2:

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

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

How this development meets the criteria for Value Statement 3:

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

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

How this development meets the criteria for Value Statement 4:

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

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

How this development meets the criteria for Value Statement 5:

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

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

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

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

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

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

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

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

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population, non-traditional and multigenerational 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 environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

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

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

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

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

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

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

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

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

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

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

Regional Land Use Patterns

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

Urban Design

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

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

Policy 2.1.4 – the development will NOT be within $\frac{1}{2}$ mile of retail, office and employment.

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

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

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

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

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

Housing

Housing Supply Goal 6.1 – the development will provide eleven (11) residential buildings with four-, eight-, twelve- and eighteen-unit buildings of two and three stories with a variety of housing types.

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

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

Housing Affordability Goal 6.4 – Census Tract 48141010369 has a Housing + Transportation index of 65%

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 tress 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 RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "Agreement") is made and entered into this <u>1st</u> day of <u>December 2023</u> (the "Effective Date"), by and between <u>Villas at Augusta, Ltd.</u> a <u>Texas limited partnership</u> ("Owner"), and Better Texans Services, Inc., a Texas corporation ("Contractor"). Owner and Contractor are collectively referred to as the "Parties" and each, a "Party."

<u>RECITALS</u>:

A. Owner will own and operate a <u>60</u> unit <u>family</u> development known as <u>Villas at</u> <u>Augusta</u> (the "**Property**") located in <u>El Paso, Texas</u>.

B. The Property has applied to receive an award of <u>2024</u> low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. <u>TBD</u>.

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

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

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

AGREEMENT:

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

1. <u>Services to be Rendered by Contractor</u>.

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

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

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

2. <u>Payment for Services; Reimbursement.</u>

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

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

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

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

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

3. <u>Term</u>. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2026. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

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

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

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

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

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

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

5. <u>Indemnity</u>.

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

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

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

7. <u>Exclusive Agreement</u>. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to <u>Section 3</u> above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

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

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

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

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

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

If to Owner:	<u>Villas at Augusta, Ltd.</u> <u>7400 Viscount Blvd., Suite 109</u> <u>El Paso, TX 79925</u>
	Attention: Roy Lopez
If to Contractor:	Better Texans Services, Inc. P.O. Box 101295
	Fort Worth, TX 76185 Attention: Aubrea Hance

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

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

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

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

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

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

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

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

OWNER:

Villas at Augusta, Ltd. a Texas Limited Partnership

By: <u>Investment Builders, Inc.</u>, its General Partner

By:

By:

Name: Ike Mont Title: President

CONTRACTOR:

Better Texans Services, Inc. a Texas corporation

ance Julo

Aubrea Hance, President

EXHIBIT A

SERVICES

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

(A) Transportation Supportive Services include:

- shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).
- (B) Children Supportive Services include:
 - (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i}(I) of this subsection. (Half of the points required under this paragraph}; and
 - (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual} that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non -profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (D) Health Supportive Services include:
 - (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a

monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);

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



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

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

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

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

Resident Financial Literacy 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 7 Executive Director

12-7-2



Date



Attachment B-8

Wednesday, December 6, 2023

PROPERTY TAX BALANCE

E	<u>Begin a New Search</u>	Go to Your Portfolio	Search Overpayments	Tax Office Home Page
1.	Click the 'Pay Now' but Additional accounts ca After locating another a Up to 50 accounts may	tton to add this account an be added by clicking ' account, click 'Add to SI v be paid at one time.	Begin a New Search' or 'Fin	d Another Account'.
2.	You may schedule one To do this, select Sche	payment in the future o	after adding account(s) to th	
3.	A Convenience Fee of	1.98% of the amount pai	d will be added to your tota	I due at checkout if using a credit/debit card.
4.	No convenience fee wi	II be added if paying via	electronic check. A return i	tem fee of \$30 will apply to any returned check.

- 5. You can search for any account whose property taxes are collected by the El Paso Tax Office.
- 6. After locating the account, you can also register to receive certified statements by email.

Make your check or money order payable to: EL PASO TAX ASSESSOR/COLLECTOR PO BOX 2992 EL PASO, TEXAS 79999-2992

Unless otherwise noted, all data refers to tax information for 2023. All amounts due include penalty, interest, and attorney fees when applicable.

Account No.: L62099902300125

Prop. Id. No. : 718510

Address:

ACALA EPI LLC 150 W PARKER ROAD THIRD FLOOR HOUSTON,TX 770762951

Property Site Address: ZARAGOZA RD

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

Current Tax Levy: \$68,720.52

Current Amount Due: \$68,720.52

Prior Year Amount Due: \$0.00

Total Amount Due: \$68,720.52

Last Payment Amount: Not Received Pending Credit/PINless Debit Card or eCheck Payments: No Payment Pending

Pay Now

(Pay single or multiple accounts. Pay now or schedule future payments.)

Print Current Tax Statement

Register for Certified Statements by Email

Market Value: \$2,387,088

Land Value: \$2,387,088

Improvement Value: \$0

Capped Value: \$0

Agricultural Value: \$0

Exemptions: None

Exemption and Tax Rate Information

Active Lawsuits: None

Taxes Due Detail by Year and Jurisdiction

Payment Information & Receipts

What-If Tax Calculator

Request for Change of Address

<u>Click Here</u> to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

Disclaimer Terms of Use Privacy Policy

Attachment B-10



Attachment B-11

								VILLAS AT	AUGUSTA			
	BUILDING DATA											
UNIT TAG										TOTAL NET	1	
BLDG. I.D.	STORIES	BLDG. QTY.	1BR	2BR	3BR	4BR	UNITS PER	BLDG.	NET AREA	AREA PER EA.		
			783.00	963.00	1,191.00	1,362.00	BLDG.	FOOTPRINT	PER BLDG.	BLDG. TYPE		
BLDG. A	3	1		6	6		12	5,204.00	12,924.00	12,924.00	1	
BLDG. B	3	1		12	6		18	7,508.00	18,702.00	18,702.00		
BLDG. C	2	1		2	4		6	4,151.00	6,690.00	6,690.00		
BLDG. D	2	1	4	4	4		12		11,748.00	11,748.00		
QUAD E	2	2			4		4	2,895.00	4,764.00	9,528.00	1	
QUAD F	2	1				4	4	3,357.00	5,448.00	5,448.00	1	
TOTALS		7	4	24	28	4		23,115.00		65,040.00	1	
	•										-	
				r								

					3
		Ι			
L			UNIT DATA		
	UNIT TYPE	UNIT AMOUNT	NET AREA	ACCESSIBLE 5%	VHI 2%
I	1 BR	4	4(783 SF) = 3,132 SF	1	1
	2BR	24	24(963 SF) = 23,112 SF	2	1
	3BR	28	28(1,191 SF) = 33,348 SF	2	1
	4BR	4	4(1,362 SF) = 5,448 SF	1	1
	TOTALS	60	65,040 SF	6	4
_					
	COMMU	NITY BLDG	1,496 SF		
				•	

PARKING DATA						
UNIT TYPE	UNIT AMOUNT	UNIT AMOUNT REQUIRED				
1 BR	4	4 1.5/UNIT				
2BR	24	48				
3BR	28	2/UNIT	56			
4BR	4	2/UNIT	8			
Т	118					
	138					
TOTAL	5					
TOTAL	5					
TOTAL	12					

LAND DATA LAND AREA 160,614 SF 3.687 ACRES

N. ZARAGOZA RD.



С

В

Α

D



1 RACK WITH 4 BICYCLE

PARKING SPACES SIDEWALKS GREATER THAN

5'-0" IN WIDTH TROUGH-OUT THE COMPLEX

CONTINUOUS SIDEWALK

WALKING PAD TROUGH-OUT THE COMPLEX STREET TREES

TRAFFIC SPEED OF 20 MILES PER HOUR OR LESS

INTERSECTIONS WITH PEDESTRIAN REFUGES, BULB OUTS.

SPEED TABLES ALL SITE LIGHTING IN SMART

CONTROL TIMERS

QUADRUPLEX BUILDING APRTMENT BUILDING

ACCESSIBLE UNIT

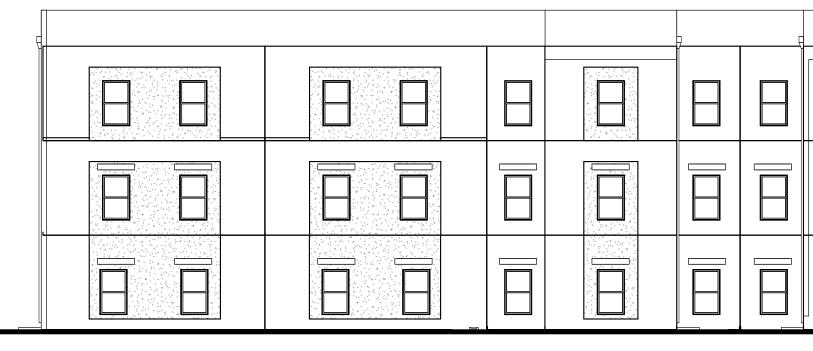
VISUAL IMPAIRMENT

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80'

GAZEBO (2)

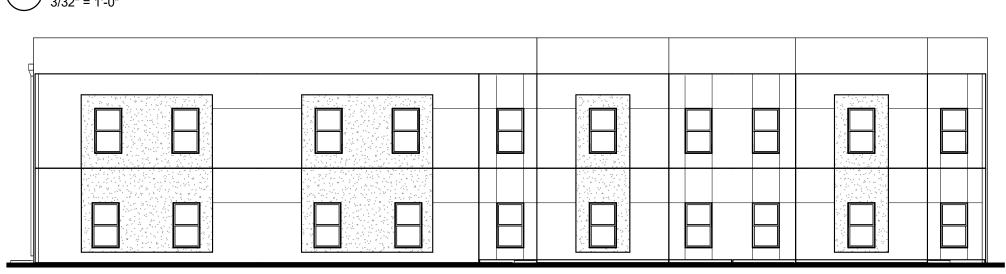
Π]		 	
F							
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	<u>TOREY - FRO</u> " = 1'-0"	NT EL	EVATION				



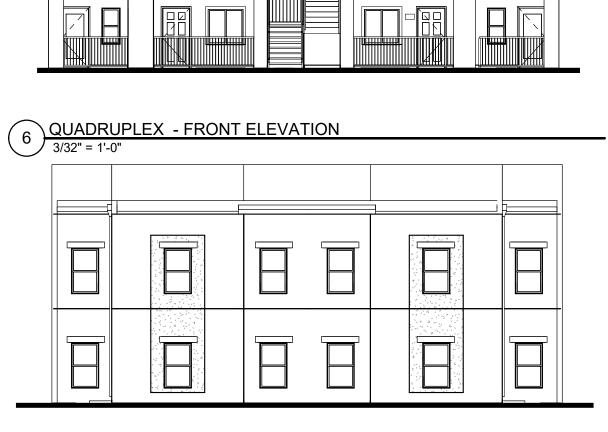
3 <u>3 STOREY - BACK ELEVATION</u> 3/32" = 1'-0"

		7

4 2 STOREY - FRONT ELEVATION 3/32" = 1'-0"



	PLEX - BACK EI		אר	
(7) 3/32" = 1'-0"	<u>LEX - DAUR EI</u>	LEVAIR		



	MARK	DATE	DESCRIP	TION		
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	¥		231271			
			12/08/23			
			AC			
	00		FD			
•						
	SHEET TITLE					
	SITE PLAN					
•						

AS-101

NOT FOR CONSTRUCTION

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



OWNER

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

VILLAS AT AUGUSTA

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