2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2020 Multifamily Uniform Application Certification

Development Name: Nuestra Senora

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

By: [Signature]

Signature of Authorized Representative
Gerald W. Cichon
CEO

Date: 2/11/20

Sworn to and subscribed before me on the [day of] [month], 2020 by Gerald W. Cichon

[Notary Public Signature]
Notary Public Signature
TEXAS
Notary Public, State of
EL PASO
County of
10-9-21
My Commission Expires: 2/11/20

2/7/2020
Development Owner Certification, Acknowledgement, and Consent
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- 10 TAC §11.101(a)(2) - Undesirable Site Features.
  - Development Site is within 300 feet of a junkyard.
  - Development Site is within 300 feet of a solid waste facility.
  - Development Site is within 300 feet of a sexually-oriented business.
  - Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
  - Development Site is within 500 feet of active railroad tracks.
  - Development Site is within 500 feet of heavy industry.
  - Development Site is within 10 miles of a nuclear plant.
  - Development Site has buildings within accident potential zones or runway clear zones of any airport.
  - Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
  - Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

  Provide information behind this tab regarding mitigation for any item selected above.

  - Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for Developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.
  - Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.
  - Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.
  - Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  - (or any similar agreement resulting from negotiations regarding noncompliance)

- 10 TAC §11.901(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist — Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant" or "Development Owner," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department’s website and release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval, an Applicant must disclose in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 11) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in 10 TAC Chapter 10, Subchapters F and G.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order
to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov't Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

**Accessibility Requirements**

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include a complete assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee (select one box as applicable)

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

_____ The Applicant certifies that no disclosure regarding §11.901(15) of the Qualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

- [x] The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.
- [ ] The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs ("VA") and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.
- [ ] The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.
- [ ] The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.
- [ ] The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):
  - within 300 feet of junkyards

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January 8, 2020
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

_____ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

_____ buildings are located within the accident potential zones or the runway clear zones of any airport

_____ one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

_____ within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

_____ may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

_____ within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

Neighborhood Risk Factors (select one of the main boxes as applicable)

X____ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

_____ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development
Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.
If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 CFR §983.57(e)(2) and (3), as applicable.

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified as having Control on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
REVISED 2020 Development Owner’s Certification

By:

___________________________
Signature

Gerald W. Cichon
Printed Name

CEO
Title

2/11/20
Date

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, a notary public, on this day personally appeared GERALD CICHON, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of FEB, 2020

Notary Public Signature
Disclosure of Voluntary Compliance Agreements

1) The Housing Authority of the City of El Paso entered into a Voluntary Compliance Agreement with the US Department of Housing and Urban Development in June 2009 to bring all Public Housing Units into compliance with Section 504 and Title II of ADA.

Agreement attached, along with an update letter from HUD to TDHCA regarding progress under the Voluntary Compliance Agreement.

2) The Housing Authority of the City of El Paso (HACEP) executed an Agreed Final Order with the Texas Department of Housing and Community Affairs. Order attached.
UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF THE CITY OF EL PASO
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I. INTRODUCTION

The Housing Authority of the City of El Paso (HACEP) owns, operates, or controls a public housing program consisting of housing and non-housing programs. The HACEP receives various Federal funds to operate, maintain, and make capital improvements to these housing and non-housing programs. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the HACEP's communities, in part, through the provision of operating subsidies, capital funding (including the Capital Fund Program) and traditional Housing Choice Vouchers.

The HACEP is subject to Federal civil rights laws and regulations, including Section 504 of the Rehabilitation Act of 1973 (Section 504)\(^1\); Title II of the Americans with Disabilities Act of 1990 (ADA)\(^2\); the Fair Housing Act of 1968, as amended (Fair Housing Act)\(^3\); the Architectural Barriers Act of 1968\(^4\); Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)\(^5\) and the respective implementing regulations for each Act. See also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as PIH Notice 06-13 or subsequent notices.

During the week of April 14, 2008, the Department conducted an on-site compliance review of the HACEP's compliance with Section 504 and Title II of the ADA. The Department's compliance review focused on the HACEP's Low Income Public Housing (LIPH) program.\(^6\) The Department's review included an examination of the HACEP's application and admissions process; tenant selection, assignment, and transfer policies; reasonable accommodations policies; maintenance services; the designated UFAS-accessible housing units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the HACEP's Administrative Office located at 5300 East Paisano Drive, El Paso, Texas. The Department also examined the HACEP's tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. In addition, the Department reviewed the HACEP's current policies and procedures, including the HACEP's Admissions and Occupancy Policy. The Department conducted interviews with the HACEP residents who reside in accessible units, and with the HACEP staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual dwelling units, as well as deficiencies in the HACEP's current policies and procedures. On September 30, 2008, the Department issued its Letter of Findings of Non-Compliance (LOF) with Section 504 and Title II of the ADA.

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\(^6\) The Department's on-site accessibility reviews included family and elderly LIPH developments.
The HACEP agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to address the findings of noncompliance and in order to comply with its responsibilities under Section 504 and Title II of the ADA, and their respective implementing regulations.

II. DEFINITIONS

Accessible — When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route — A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (See also definitions of “Dwelling Unit” and “Non-Housing Programs”.)

Assistance Animal — Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviate one or more identified symptoms. An assistance animal is not considered a pet and, thus, is not subject to the HACEP’s Pet Policy. See PIH Notice 06-13 or successor notice.

Community — A public housing development of HACEP

Dwelling Unit/Housing Unit/Unit — A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

The HACEP — The officers, directors, agents (including contractors), employees and successors or assigns of The Housing Authority of the City of El Paso.

Non-Housing Programs and Facilities — All or any HACEP-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the HACEP on-site offices (excluding the HACEP’s Main Administrative Office which is defined separately as "Administrative Office"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACEP, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the HACEP’s housing programs. To the extent that entrances, elevators, and common areas provide
accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

**Person with a Disability** – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. See 24 C.F.R. § 8.3.

**Reasonable Accommodation** – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

**Total Housing Units** – The total number of the HACEP’s public housing units published in HUD’s Public and Indian Housing Information Center (PIC) as of August 5, 2008, and as adjusted and reflected in Appendix A.

**UFAS** – Standards applicable to the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

**UFAS-accessible Unit** – A dwelling unit that is designed, constructed, altered or adapted to fully comply with UFAS §§4.34.2-4.34.7. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible in accordance with UFAS § 4.1.3 unless HACEP can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable or would create an undue financial and administrative burden. See 24 C.F.R. § 8.32 and UFAS §§ 4.1.3 and 4.34.2-4.34.7.

**UFAS-adaptable Unit** – A dwelling unit that is on an accessible route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in § 8.32 is accessible. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

**III. GENERAL PROVISIONS**

A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities, and programs or activities that the HACEP, its officers, directors, employees, agents, successors, and assigns or beneficiaries own, control, operate or sponsor.
B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the HACEP and HUD. This Agreement shall remain in effect until the HACEP has satisfactorily completed the provisions set forth in this Agreement as determined by HUD or six (6) years after the effective date of this Agreement, whichever is later. This contract will terminate upon certification from HUD that HACEP has satisfactorily completed all the requirements contained in this VCA.

C. The HACEP's Annual and Five Year Plans ("the Plans") must be consistent with the requirements of this Agreement. The HACEP shall amend the Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement.

D. This Agreement, along with the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as the HACEP's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. See 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).

E. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

F. This Agreement does not affect the ability of HUD or the HACEP to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.

G. Upon its effective date, this Agreement shall be a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the Department's and the State of Texas' Freedom of Information Act and Privacy Act Procedures.

H. If a reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.

I. To the extent that any prior written HUD guidance in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the HACEP's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, and/or UFAS, conflicts with this Agreement, this Agreement shall be the controlling document.

J. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.

K. This Agreement does not affect any requirements for the HACEP to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
L. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. See 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.

M. Notwithstanding any other agreement or judicially imposed order to which HUD is not a party that requires the HACEP to provide a lesser number of units accessible to persons with disabilities, the HACEP is nonetheless obligated to provide the number of accessible units prescribed in this Agreement.

N. The HACEP will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. See 24 C.F.R. § 8.6.

O. The following HUD officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity (FHHEO); Director, Office of Enforcement (FHEO); and Director, Region VI, FHEO.

P. This Agreement may be modified by mutual, written agreement of HUD and the HACEP. This Paragraph does not limit, however, HUD’s authority to enforce Section 504 or any other authority.

Q. The HACEP must obtain advance HUD approval to expend any HUD funds for legal services concerning compliance activities under this Agreement.

R. If HUD determines that the HACEP is not making a good faith effort to fulfill its responsibilities under this Agreement, it may terminate the Agreement, subject to HUD’s written notice 60 days in advance of its proposed termination date and the HACEP’s written response delivered to HUD within 30 days of HUD’s written notice of proposed termination.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR

1. The HACEP has appointed a VCA Administrator.

2. The HACEP shall have a VCA Administrator for the duration of the Agreement who will report directly to the Chief Executive Officer/Executive Director of the HACEP concerning matters arising from this Agreement.

3. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:

   a. implementation of the provisions of this Agreement;
   b. coordination of the activities of the HACEP personnel who will assist the VCA Administrator in implementing this Agreement; and
c. submission of all reports, records and plans required by this Agreement.

4. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, or is assigned to other duties, the HACEP shall designate a new VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, the HACEP shall provide HUD with the individual’s name and contact information.

B. SECTION 504/ADA COORDINATOR

1. The HACEP has appointed the Equal Opportunity Compliance Officer who will serve as the Section 504/ADA Coordinator.

2. In the event that the HACEP’s Section 504/ADA Coordinator resigns or is otherwise terminated, or is assigned to other duties, prior to the expiration of this Agreement, the HACEP shall appoint an Acting Coordinator within fourteen (14) days of the Section 504/ADA Coordinator’s resignation or termination and hire or appoint a new Section 504/ADA Coordinator within 90 days of the Section 504/ADA Coordinator’s resignation or termination. The HACEP shall inform HUD of the appointment of the new Section 504/ADA Coordinator.

3. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, the HACEP’s Section 504/ADA Coordinator shall:
   
   a. coordinate the HACEP’s compliance with Section 504 and HUD’s implementing regulations and with Title II of the ADA; and
   
   b. coordinate with the HACEP’s VCA Administrator on the implementation of the provisions of this Agreement

C. HOUSING PROGRAMS

1. **Provision of UFAS-Accessible Units**

   Subject to the requirements of the UFAS-accessible Unit Plan (See Paragraph IV. C.2) the HACEP shall construct, convert, or certify as UFAS-Accessible a **minimum of five percent (5%)**, or **289**, of its **5771** Total Housing Units. The Department may amend upward the minimum five percent (5%) standard if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of El Paso for UFAS-Accessible Units exceeds five percent (5%). See also 24 C.F.R. § 8.25 (c). The HACEP must demonstrate to HUD’s satisfaction the completion of this requirement within six (6) years of the effective date of this Agreement. The HACEP will have 180 days from the effective date of this agreement to notify the Department of any modifications to the Total Housing Unit count. Any adjustment to the Total Housing Unit count and the number of UFAS-Accessible Units will be made only upon Special Applications Center approval of the disposition or demolition of any public housing units.
a. Unless otherwise agreed by HUD, the HACEP will demonstrate to HUD’s satisfaction the completion of the below units. UFAS-accessible units completed in excess of the annual requirement will be credited to the following years' requirements. The production rate is as follows:

i. a minimum of thirty (30) UFAS-accessible Units no later than June 30, 2010;
ii. a minimum of an additional fifty (50) UFAS-accessible Units by June 30, 2011; or, a cumulative minimum of eighty (80) units by June 30, 2011;
iii. a minimum of an additional sixty-five (65) UFAS-accessible Units by June 30, 2012; or, a cumulative minimum of one hundred forty five (145) units by June 30, 2012;
iv. a minimum of an additional sixty-five (65) UFAS-accessible Units by June 30, 2013; or, a cumulative minimum of two hundred ten (210) units by June 30, 2013; and
v. an additional seventy-nine (79) UFAS-accessible Units by June 30, 2014; or, a cumulative minimum of two hundred eighty nine (289) units by June 30, 2014.

b. The HACEP shall reserve sufficient funding to achieve the annual rates for completion of UFAS-accessible units. Insufficient funds will not excuse the HACEP’s obligations to perform any of the obligations required pursuant to this Agreement.

c. The HACEP shall provide HUD with at least ninety (90) days notice during any pre-construction period, and at least thirty (30) days notice during any construction, conversion or certification period, if the HACEP receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates set forth in Paragraphs IV. C.1 and C.2. The HACEP’s notification to HUD shall include a detailed explanation for each unit that will not be produced.

d. Pursuant to 24 C.F.R. § 8.26, the UFAS-accessible units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:

i. distributed throughout the HACEP’s communities and sites; and
ii. available in a sufficient range of sizes and amenities so that a qualified individual with disabilities’ choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program;

e. If the HACEP proposes to construct or modify fewer than five percent (5%) of the units at the community as UFAS-accessible the HACEP shall provide for HUD’s approval a detailed description and supporting information regarding structural impracticability and/or undue financial and administrative burden at the community, and/or documentation regarding the projected demolition or disposition at each community. The supporting documentation will be included in the HACEP’s UFAS-accessible Unit Plan.
f. A unit shall not be considered a UFAS-accessible Unit until:

i. The route to the unit, laundry room, if applicable and mailboxes are accessible;

ii. Within one year of completion of the UFAS-accessible unit, the non-housing programs serving that unit are made accessible to individuals with disabilities;

iii. the HACEP has submitted a third-party certification (See Paragraph IV. C.3), that the UFAS-accessible unit and non-housing programs serving that unit comply with the requirements of UFAS, and where applicable, the ADA Standards and the Fair Housing Act; and

iv. HUD has provided written acknowledgement that the relevant requirements under this Paragraph IV have been met.

2. UFAS-accessible Unit Plan

a. Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit for HUD's approval its UFAS-accessible Unit Plan for all communities identified in Appendix A.

b. HUD will provide the HACEP with its approval, or comments, within forty-five (45) days of receipt of both the HACEP's proposed UFAS-accessible Unit Plan and Non-Housing Program Accessibility Plan (See Paragraph IV. D.1). The HACEP will have forty-five (45) days from the date of HUD's comments to obtain HUD's approval on the UFAS-accessible Unit Plan. The HACEP shall not proceed with any of the activities in the plan until HUD has given its approval.

c. After submission and approval of HACEP's UFAS-Accessible Unit plan and documentation of a demonstrated need, the Department will consider a proposal under which UFAS-accessible units would comprise greater than twenty-five percent (25%) of a single community's total units.

d. The UFAS-accessible Unit Plan will be provided in an EXCEL or compatible format and include the following information:

i. proposed total number of UFAS-accessible Units to be produced annually;

ii. each community's name, address, and designation (eg: elderly or family);

iii. total existing number of units in each community;

iv. proposed total number and percentage of UFAS-accessible Units in each community;

v. existing number of units with some accessibility features by bedroom size;

vi. bedroom size distribution for proposed UFAS-accessible Units in each community;

vii. current occupancy status of units that are or will be made UFAS accessible

1. occupied by a person who needs the accessible features of the unit
2. occupied by a person who does NOT need the accessibility features of the unit;
3. vacant (scheduled for physical improvements or not scheduled for physical improvements), or
4. not currently used as a dwelling unit (e.g., office, storage, service facility);

viii. relocation plan for any currently occupied units;
ix. three (3) year vacancy rates at each community;
x. three (3) years of crime rates in and around each community;
xii. interim timeframes and benchmarks for meeting the UFAS-accessible unit production rates set forth in Paragraph IV C;
xiii. total estimated cost by community;
xiv. funding source; and
xv. site map for each community depicting the location of proposed UFAS-accessible units by bedroom size and accessible common areas.

e. If the HACEP opts to provide a UFAS-adaptable unit in lieu of a UFAS-accessible Unit, the HACEP’s UFAS-accessible Unit Plan shall include a draft policy and procedure whereby:

i. all new residents will be informed about accessible and adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident;
ii. consumer information about adaptable features will be provided within the unit prior to any move-in in conformance with UFAS § 4.34.4;
iii. consumer information about adaptable features will be provided to residents during the annual recertification process;
iv. the HACEP’s internal procedures, including specific timeframes, for completing modifications to an adaptable unit; and
v. the procedures will include the HACEP employees and/or offices responsible for coordinating the processing of requests between the HACEP’s Section 504/ADA Coordinator’s Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.

g. The HACEP will incorporate the approved UFAS-accessible Unit Plan into its Capital Fund Plan and in its Public Housing Plan.

3. Third-Party Certification of UFAS-Accessible Units

a. Within one hundred twenty (120) days after the effective date of this Agreement, the HACEP will submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with experience with accessibility with whom the HACEP proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. C.1.a. meet the requirements of UFAS and, if applicable, the ADA.
b. The independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:

i. submit documentation to verify that the firm maintains errors and omissions liability insurance and document that the firm’s Principal will certify all firm findings made pursuant to this Agreement; and

ii. be independent of any third-party architectural and/or engineering firm/entity with whom the HACEP contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to the HACEP’s UFAS-accessible Unit Plan and Non-Housing Program Accessibility Plan and the Main Administrative Office Accessibility Plan.

c. The HACEP will submit the third party’s survey instrument for HUD’s approval within thirty (30) days after selection of the third-party; HUD will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the Third Party’s survey instrument, the HACEP will have fifteen (15) days to submit a revised survey instrument for the Department’s review. If the Department does not approve the third party’s revised survey instrument, the Department will provide a UFAS survey instrument to the Third Party.

d. As part of the quarterly/semi-annual reports (See Paragraph V) required pursuant to this Agreement, the HACEP will submit the third party’s Certification Report (Certification Report) reflecting the third party’s review of the UFAS-accessible Units, Non-Housing Programs and PHA Administrative Office, for all modifications made during the previous reporting period.

e. Within thirty (30) days after receipt of the third party’s Certification Report, the Department will either accept or respond with specific remediation proposals to cure identified deficiencies. If the Department does not accept all or any portion of the third party’s Certification Report, the Department’s response shall include reason(s) for such disapproval and provide specific remediation proposals to cure the identified deficiencies.

f. The Certification Report shall document and include, for each UFAS-accessible Unit, each accompanying Non-Housing Program at each property, and the HACEP Administrative Office:

i. a copy of the complete, written survey instrument used. The completed survey instrument will include each compliant and non-compliant measurement;

ii. a form, signed by the third party’s principal that certifies compliance with UFAS (attached as Appendix B to this Agreement).

g. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-accessible Units and common areas to ensure compliance, and to accompany the third-party architectural and/or engineering firm/entity during the on-site certification inspections.
D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility

a. Non-Housing Program Accessibility Plan: Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit, for HUD's approval, its Non-Housing Program Accessibility Plan for all the HACEP's non-housing facilities. HUD will provide its approval, or comments, within forty-five (45) days after receipt of both the Non-Housing Program Accessibility Plan and the UFAS-accessible Unit Plan.

b. The HACEP’s Non-Housing Program Accessibility Plan will ensure that the HACEP’s Non-Housing Programs are accessible to persons with disabilities within the meaning of 24 C.F.R. § 8.21.

c. The Non-Housing Program Accessibility Plan must include:

i. specific elements to be made accessible at each property;
ii. interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-accessible Unit production schedule;
iii. an annual timetable that coincides with the UFAS-accessible Unit Plan;
iv. identification of the source of the funding to accomplish each work item; and
v. if the HACEP provides transportation to the HACEP-sponsored programs, services or activities, plans to provide accessible transportation to persons with disabilities.

d. If the HACEP determines that accessibility to Non-Housing Programs cannot be achieved in a particular circumstance due to structural infeasibility and/or an undue financial and administrative burden, the HACEP will provide detailed information supporting its determination.

2. Administrative Office Accessibility Plan

a. Within ninety (90) days from the notice to HUD of the selection of the third party certifier, the HACEP will submit, for HUD’s approval, its Administrative Office Accessibility Plan to make the HACEP's Administrative Office accessible to persons with disabilities and ensure its compliance with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days after receipt of the Administrative Office Accessibility Plan.

b. During the modifications to the HACEP’s Administrative Office, the HACEP shall ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in the HACEP’s Administrative Office.

c. The Administrative Office Accessibility Plan must include:
i. specific elements to be made accessible (including routes into and throughout the HACEP’s programs, services and/or activities located at the Administrative Office, parking, bus stops, signage and transportation);
ii. a timetable not to exceed four (4) months for completing the work; and
iii. identification of the source of funding to accomplish each work item.

d. If the HACEP determines that accessibility cannot be achieved in a particular circumstance due to structural infeasibility and/or an undue financial and administrative burden, the HACEP will provide detailed information supporting its determination.

e. Within thirty (30) days after all completed modifications at the HACEP’s Administrative Office, the HACEP will provide certification, through an independent third-party architectural and/or engineering firm/entity that the HACEP Administrative Office complies with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.

f. HUD reserves the right to conduct periodic on-site inspections of the HACEP’s Administrative Office to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards, and the right to ensure that the HACEP’s programs, services and activities located in the Administrative Office are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. ADMISSIONS AND CONTINUED OCCUPANCY POLICY

1. Submission

a. Within ninety (90) days after the effective date of this Agreement, the HACEP shall submit for HUD’s approval a revised Admissions and Continued Occupancy Policy. The revised ACOP will incorporate the following revised Policies and Procedures:

   i. Reasonable Accommodation Policy;
   ii. Transfer Policy and Lease Riders;
   iii. Pet Policy and Assistance Animal Policy; and
   iv. Effective Communication Policy.

b. HUD will provide its approval or comments to the revised ACOP within fifteen (15) days after receipt. The HACEP will have thirty (30) days to make further revisions to the ACOP consistent with HUD’s comments.

c. Within sixty (60) days after HUD’s approval, the HACEP’s Board shall provide final approval, and the HACEP shall fully adopt and implement the revised ACOP.
2. **Reasonable Accommodation**

   a. The HACEP’s revised ACOP shall include a Reasonable Accommodation Policy that contains, at a minimum, the following information:

      i. the process through which the HACEP will notify applicants and residents about the reasonable accommodation policy and procedures;
      ii. specific timeframes regarding the acceptance, processing and disposition of reasonable accommodation request(s);
      iii. the formal appeal/grievance procedures for the reasonable accommodation process;
      iv. form letters to reflect the HACEP’s responses to the reasonable accommodation request(s), including approval letters; denial letters; request for additional information letters; appeal/grievance forms and implementation letters.

   b. **Reasonable Accommodation Log:** Immediately upon the effective date of this agreement, the HACEP shall begin to log information related to each reasonable accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include the following information:

      i. date of the reasonable accommodation request(s);
      ii. description of reasonable accommodation request(s);
      iii. applicant’s name and address or resident’s name, address and community;
      iv. required bedroom size;
      v. current status of each reasonable accommodation request(s), including reasons for denials of reasonable accommodations;
      vi. anticipated implementation date for reasonable accommodation request(s);
      vii. actual implementation date for completed reasonable accommodation request(s);
      viii. pending appeals/grievances of reasonable accommodation request denial, including date of grievance/appeal.

   This information will also be kept in the applicant’s or tenant’s file.

   Within 60 days of the Effective Date of this Agreement, the HACEP shall develop a system for logging reasonable accommodations, the maintenance of which shall become the responsibility of the Equal Opportunity Compliance Officer.

3. **Transfer Policy and Lease Rider**

   a. The HACEP’s revised ACOP shall include a Transfer Policy that includes the following provisions:

      i. The utilization of UFAS-accessible units shall be accomplished with the following priorities: When an accessible unit becomes available, the HACEP, before offering such unit to a non-disabled applicant, shall offer the unit to current disabled tenants throughout its properties who require the unit’s accessible
features, and then to eligible qualified applicants on the waiting list who require
the accessible features. If there is no eligible current tenant or applicant in need of
the accessible features, then the unit may be offered to a non-disabled applicant
provided that the tenant has signed a lease that dictates that the tenant vacate the
accessible unit when a non-accessible unit becomes available.

ii. A tenant in a unit with accessible features who does not require the features of the
unit must transfer to a unit without such features should the HACEP determine
that an applicant or tenant needs such features and that the transfer would help
maximize the occupancy of the UFAS-accessible units by residents and applicants
with disabilities who require the features of the UFAS-accessible units. This
requirement will be incorporated into the lease signed by persons without
disabilities who occupy UFAS-accessible units.

iii. The HACEP will pay the reasonable moving-related expenses for residents with
disabilities who require a transfer to another community as a reasonable
accommodation;

iv. The HACEP will pay the reasonable moving-related expenses for residents
without disabilities who occupy a UFAS-accessible unit and are required to
transfer to a vacant, non-accessible unit, upon notice by the HACEP that there is
an eligible, qualified resident or applicant with disabilities who requires the
accessible features of the resident’s unit;

v. Transfers of residents with disabilities and placement of applicants with
disabilities requiring UFAS-Accessible Units will be centrally coordinated
through the HACEP’s Equal Opportunity Compliance Officer; and

vi. Tenants who request a transfer as a reasonable accommodation for their disability
will be given priority on the transfer list over tenants who request transfers for any
reason other than emergencies.

b. Transfer List: Within ninety (90) days after the Effective Date of this Agreement,
the HACEP will develop and maintain a Disability Accommodations Transfer List
that prioritizes the transfer of residents who require a transfer due to a disability over
new admissions of applicants, according to the priorities set forth in the ACOP. The
HACEP’s Equal Opportunity Compliance Officer will review and monitor the
Disability Accommodations Transfer List on a monthly basis. The Disability
Accommodations Transfer List will contain the following information:

i. resident’s name, address and community;

ii. resident’s required bedroom size;

iii. reason(s) for transfer, including information regarding the resident’s reasonable
accommodation request(s) and/or request for a UFAS-Accessible Unit or a unit
with accessible features;

iv. current disposition of transfer request, including denials and reason(s) for denial;

v. projected date of transfer request, including proposed address, community and
bedroom size;

vi. actual transfer date, including resident’s new address, community and bedroom
size; and
vii. name(s) of resident transferred out of a unit to accommodate a resident’s disability per the HACEP’s implementation of its Lease that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at no expense to the resident.

4. **Pet/Assistance Animals Policies**

   a. The HACEP’s revised ACOP shall incorporate an **Assistance Animal Policy** addressing the right of applicants/tenants with disabilities to have an animal, as a reasonable accommodation, that performs tasks for the benefit of person or otherwise alleviates one or more identified symptoms of effects of a person’s disability. This policy shall, at a minimum, incorporate the following provisions:

      i. equal recognition will be given to both service animals and emotional support animals;
      ii. weight and/or breed restrictions must be reasonably based upon legitimate health or safety concerns; and
      iii. no pet deposit, nor any other fee, shall be charged in connection with the right to have an assistance animal.

   b. Upon adoption of the revised ACOP, the HACEP will include the Assistance Animal Policies as a part of the lease by reference. The HACEP will provide the Assistance Animal Policy to each applicant at the time of application or to each resident during annual recertification.

   c. Upon adoption of the revised ACOP, the HACEP will post the Assistance Animal Policy at all communities and the HACEP’s Administrative Office; and

   d. Within ninety (90) days after the adoption of the revised ACOP, the HACEP will issue refunds to each resident who paid a pet deposit, or any other fee, for an assistance/service animal. The HACEP shall provide HUD with a list identifying each resident, including address and refund amount, who received reimbursement of fees related to an assistance animal.

5. **Effective Communication Policy**

   a. The HACEP’s revised ACOP shall include an Effective Communication Policy that contains, at a minimum, the following information:

      i. the procedures by which the HACEP will ensure effective communication with applicants, beneficiaries, and members of the public, including how the HACEP will determine what auxiliary aids are necessary; and
      ii. how interested persons can obtain information concerning the existence and location of accessible services, activities, and facilities.
F. AUDITS AND UNIT UTILIZATION PLAN

1. **Occupancy Audit**

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the occupancy of the HACEP’s UFAS-accessible units. The Occupancy Audit shall include the following information:

a. a list of each UFAS-accessible unit, by unit address, occupied by a resident who does not require the accessibility features of the unit;
b. a list of each vacant UFAS-accessible unit; and
c. for each occupant who does not require the features of a UFAS-accessible unit, whether the resident executed a Lease Rider requiring him or her to move from the unit upon notice by the HACEP that there is an applicant or resident who requires the features of the unit and, if applicable, a description of the reasons for the resident’s continued occupancy.

2. **Transfer Audit**

Within one hundred twenty (120) days after the Effective Date of this Agreement, the HACEP shall conduct and submit to HUD an audit of the current residents who have requested a transfer. For each resident with mobility disabilities on the Transfer List who requires the features of a UFAS-accessible unit, the HACEP shall provide:

a. the resident’s name, address and community;
b. the required bedroom size;
c. the date of the transfer request; and
d. the HACEP’s efforts to meet the resident’s accessibility needs.

3. **Waiting List Audit**

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the waiting list. The Waiting List Audit will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-accessible Unit. The Waiting List Review shall provide a list of all applicants on the Waiting Lists who requested a UFAS-accessible Unit with the current status of each active application for each community as follows:

a. applicant’s name;
b. initial application date;
c. required bedroom size;
d. if applicable, date the applicant was housed in an UFAS-accessible Unit;
e. verification of the need for an UFAS-accessible Unit;
f. if a UFAS-accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
g. any reasonable accommodation requested by the individual.
4. **Unit Utilization Plan**

Based upon the results of the Occupancy Audit, the Transfer Audit and the Waiting List Audit, the HACEP shall develop a Unit Utilization Plan which will articulate the reasonable nondiscriminatory steps that the HACEP will take to maximize the occupancy of the UFAS-accessible units by persons who need the features of the units.

G. **PUBLICATION AND NOTICE**

1. **Employee Notification of VCA**
   
   a. Within thirty (30) days after the Effective Date of this Agreement, the HACEP shall distribute a letter or electronic mail describing the terms of the VCA to all of the HACEP’s current employees, including contract employees, who have contact with applicants, residents or members of the public. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that the HACEP will be making to implement this Agreement; and (3) the HACEP’s responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.

   b. For the duration of this Agreement, within ten (10) days after the start date of each of the HACEP’s new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the letter.

   c. The HACEP shall maintain a signed and dated acknowledgement of receipt for each of the HACEP’s current and new employee and contract employee verifying the individual’s receipt of the letter.

2. **Employee Notification of Revised ACOP**

   a. Within thirty (30) days after the implementation of the revised ACOP, the HACEP shall distribute a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy to all of the HACEP’s current employees, including contract employees who have contact with applicants, residents or members of the public.

   b. For the duration of this Agreement, within ten (10) days of the start date of each new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy.

   c. The HACEP shall maintain signed and dated receipts for each current and new employee and contract employee verifying that the individual received a copy of the
revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy.

3. **Resident and Applicant Notification of Revised ACOP**

   a. Within sixty (60) days after the implementation of the revised ACOP, the HACEP shall distribute a summary of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each resident or resident’s designee.

   b. Within ten (10) days after the implementation of the revised ACOP, the HACEP shall post copies of the amended policies in all site management offices, the HACEP occupancy office and in all other places where applications are available.

   c. The HACEP shall provide summaries of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each head of household, or the resident’s designee, at the time of annual re-certification.

H. **EMPLOYEE EDUCATION AND TRAINING**

1. **Education and Training Plan**

   a. Within ninety (90) days after the Effective Date of this Agreement, the HACEP shall submit to HUD a proposed Education and Training Plan which will delineate how the HACEP will train employees about the HACEP’s responsibilities and procedures under this Agreement and applicable civil rights statues. HUD will provide its approval or reasons for disapproval to the proposed educational programs within thirty (30) days after receipt.

   b. The proposed Education and Training Plan will include: (i) written curricular and objectives of the required training; (ii) a curriculum that is a minimum two (2) - three (3) hours in length depending upon job classification; (iii) the proposed schedules for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer. The trainers will include the HACEP professional and management staff to address the procedural and operational changes necessary to comply with this Agreement.

2. **Employee Training**

   a. Within one hundred eighty (180) days after receipt of HUD’s approval of the Educational and Training Plan, the educational program shall be provided to the HACEP employees, including contract employees, involved with admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff (3 hr), project managers (3 hr), housing managers (3 hr), housing assistants (2 hr), maintenance staff
3 hr), application/occupancy specialists (3 hr), and other appropriate personnel (2-3 hr).

b. The HACEP shall provide the training described above to each of the HACEP’s new admissions, occupancy and transfer, and maintenance employee, within ten (10) days of an employee’s start date. This may be done using a videotape of previous training.

c. For the duration of this Agreement, the HACEP shall provide all employees with an annual refresher course training on the HACEP’s duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

d. The HACEP will invite the members of its Board of Commissioners to attend one annual training session conducted pursuant to this Agreement.

V. REPORTING REQUIREMENTS

A. The HACEP will submit to HUD quarterly reports during the first twelve (12) months of this Agreement. Thereafter, if HUD determines that the HACEP has made satisfactory progress in the implementation of this Agreement, the HACEP will submit semiannual reports for the duration of the Agreement. Each Report shall provide information on the production of UFAS-accessible units, the implementation of the revised ACOP policies and the conduct of employee training.

1. UFAS-accessible Unit Production

a. The reports will include the following information about compliance with the UFAS-accessible Unit Plan and the Non-Housing Program Accessibility Plan. These reports shall contain the following information:

i. a list of units, by community, address and bedroom size, that have been made UFAS-accessible during the reporting period.

ii. the third-party Certification Report for each completed UFAS-accessible unit, and

iii. a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the UFAS-Accessible Unit Plan, and Non-Housing Program Accessibility Plan.

b. HUD reserves the right to impose modifications to report formats, as well as computer software requirements, and will provide notice at least 60 days before the modifications take effect.

c. The HACEP’s failure to report delays in a timely fashion will have a negative impact on HUD’s consideration of any HACEP request for adjustments in annual rates or attempts to resolve or cure any alleged noncompliance pursuant to Paragraph VII. D.
2. **Implementation of the Revised Disability-Related Policies and Procedures**

The reports will include the following information about the implementation of the revised policies including:

a. the reasonable accommodation log for the reporting period;

b. summary statistics of the reasonable accommodation log, including the number of newly received, pending, and resolved reasonable accommodation requests, average number of days between date of request and current date (pending requests) and implementation (resolved requests);

c. steps taken to maximize the utilization of UFAS-accessible units, including completed transfers of non-disabled tenants out of UFAS-accessible units, completed transfers of disabled tenants into UFAS-accessible units, pending requests for disability-related transfers, and number of applicants on the waiting list who have requested a UFAS-accessible unit; and

d. steps taken to implement the revised effective communication policy, including the number of requests for auxiliary aids and any public notices that were issued in alternative formats during the reporting period

3. **Employee Training**

   The reports shall include a summary of progress toward developing the training programs, as well as the dates on which training sessions were conducted, the names and titles of the employees trained, and a copy of the agenda for the training.

B. Quarterly reports will be due on the tenth day of each quarter and cover activity from the previous quarter. The first report will be due ten days after the first full quarter from the Effective Date of the Agreement. Semiannual reports shall be submitted at the beginning of each six (6) month period [i.e. January 1 and July 1] and cover activity from the six month period after the first full year of quarterly reporting.

C. All plans, reporting materials, review results, and other materials required to be submitted shall be mailed to the following:

Garry Sweeney  
Director, Southwest Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
801 Cherry St., P.O. Box 2905  
Ft. Worth, TX 76113-2905

With complete copies to:  
Justin Ormsby  
Director, Office of Public and Indian Housing  
U.S. Department of Housing and Urban Development
VI. RECORDKEEPING REQUIREMENTS

A. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with Section 504. See 24 C.F.R. §8.55.

B. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with this Agreement, including records related to UFAS-unit production, UFAS-accessible unit utilization, reasonable accommodation requests, transfer requests and lease riders, and employee training.

VII. MONITORING AND EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

A. HUD will monitor the HACEP’s implementation of this Agreement. During the first year after the Effective Date of this Agreement, HUD and the HACEP will meet at least quarterly to discuss the HACEP’s progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may, after providing notice to the Chief Executive Officer/Executive Director, convene meetings with the HACEP’s Chief Executive Officer/Executive Director, VCA Administrator, Section 504/ADA Coordinator and/or other appropriate HACEP personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.

B. In the event that the HACEP fails to comply in a timely fashion with any requirement of this Agreement the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available.

C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD’s failure to enforce this entire Agreement or any provision thereof shall not be construed as a release of the HACEP from any obligation incurred under this Agreement.

D. The parties intend to resolve any dispute with respect to noncompliance with provisions of this Agreement in a timely and efficient manner. Upon a finding of noncompliance, HUD
will provide the HACEP with a written statement specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the finding or otherwise demonstrate that the provisions of this Agreement that are the subject of the noncompliance findings have been addressed satisfactorily. If the HACEP does not respond in a timely or sufficient manner to the opportunity for cure, demonstration of compliance, or other negotiated resolution of noncompliance findings, the Department will affirm its findings (with or without modification). In the event that any such dispute(s) cannot be resolved at the Regional Office, HACEP may appeal to HUD FHEO Headquarters Office for resolution of the dispute(s). HUD may take any of the following actions for noncompliance:

1. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24.700; or limited denial of participation, as set forth at 24 C.F.R. § 24.1100;

2. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to declare a breach of the Annual Contributions Contract (ACC) or other arrangement for financial assistance with respect to any or all of the HACEP’s functions;

3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for HUD to direct the HACEP to take corrective action, as set forth in 24 C.F.R. § 968.335 (d)(5). Failure to take the required corrective action may result in HUD withholding some or all of the HACEP’s Capital Fund Program funding as set forth at 24 C.F.R. § 968.335 (d)(1);

4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

5. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.

6. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with Section 504, the ADA, or other appropriate statutory or regulatory authority.

E. The options set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.
VIII. SIGNATURES

The Housing Authority of the City of El Paso:


g. r. e.

Executive Director

4-26-09

Date

For the U.S. Department of Housing and Urban Development:

Cheryl Ziegler Ragland
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

11 June 2009

Date

Milan Ozdinec
Deputy Assistant Secretary for
Public Housing and Voucher Programs
Office of Public and Indian Housing

MAY 26 2009

Date
APPENDIX A

Housing Authority of the City of El Paso
Public Housing Property List
April 17, 2009
Attached
HOUSING AUTHORITY OF THE CITY OF EL PASO - PUBLIC HOUSING PROPERTY LIST - April 17, 2009

NO. OF 504 BEDROOMS

TAYS

2174 MAGOFFIN

Total No. of
Units

0

1

2

3

4

106

119

111

23

47

127

120

18

12

99

6

57

32

4

359

5

6

No. of Stories

Development Location
(Office Location)

No. of Bldgs

TX21-P003-002; TX21-P003-003; TX21-P003-015A

Development Name

Type

1

61

0

FAMILY

0

0

0

ELDLY/DIS

0

23

1

FAMILY

0

0

91

1

FAMILY

1

1

1

45

0

FAMILY

0

0

0

1

27

0

FAMILY

1

1

0

13

0

FAMILY

1

1

1

17

0

FAMILY

0

0

0

6

0

FAMILY

0

0

0

14

0

FAMILY

1

1

0

9

0

FAMILY

1

1

0

23

1

ELDLY/DIS

1

0

0

29

1

ELDLY/DIS

1

1

0

1

0

ELDLY/DIS

1

1

0

8

1

ELDLY/DIS

1

1

0

57

0

FAMILY

0

1

1

0

0

1

1

1

0

1

1

2

3

4

2

4

17

5

5

5

1

6

1

2

2

3

3

10

46

Hall

Central

Community

Total
No. of
504
Units

Office

Area

4

5

6

0

Central

TX21-P003-004; TX21-P003-015B

PAISANO DEMO

4000 EAST PAISANO

Central

TX21-P003-005; TX21-P003-006

SHERMAN

4528 BLANCO

Central

TX21-P003-009; TX21-P003-062

DEWETTER

212 LISBON ( LISBON & DELTA )

Central

TX21-P003-010

SALAZAR

311 SOUTH EUCALYPTUS

286

66

116

88

8

Central

TX21-P003-011

GUILLEN

9Th St. at CAMPBELL

130

26

56

42

6

Central

TX21-P003-020; TX21-P003-067; TX21-P003-061

KATHY WHITE

2500 MOBILE AVENUE

87

0

0

39

44

4

0

0

0

Central

TX21-P003-021

RIO GRANDE

212 LISBON ( LISBON & DELTA )

66

0

0

24

28

14

0

0

2

1

Central

TX21-P003-024

BEAN

1313 N. St. VRAIN

31

0

2

13

12

4

0

0

2

2

Central

TX21-P003-042

MOREHEAD

6TH & PARK (1001 S. OCHOA)

62

0

18

16

28

0

0

0

5

4

Central

TX21-P003-013C

VALLE VERDE

224 ASCARATE

50

0

0

16

20

11

3

0

3

324

8

NON-DWELLING
MGR CMNTY

Daycare

NO. OF BEDROOMS

7

1

1
1
1

2

Hi-Rise - Central

TX21-P003-007

SUN PLAZA

1221 EAST SAN ANTONIO

330

128

201

1

0

0

0

0

17

17

Hi-Rise - Central

TX21-P003-008

CHELSEA

600 CHELSEA

330

198

131

1

0

0

0

0

16

16

Hi-Rise - Central

TX21-P003-026

FR. PINTO

1001 S. OCHOA

113

0

105

8

0

0

0

0

6

Hi-Rise - Central

TX21-P003-035

POOLEY

201 CORTEZ

139

0

122

9

6

0

2

0

4

Lower Valley

TX21-P003-014

CRAMER

184 BARKER ROAD

144

0

0

95

49

0

0

0

7

7

Lower Valley

TX21-P003-019

MARMOLEJO

600 NORTH CAROLINA

292

0

0

89

138

55

10

0

9

3

4

1

1

1

1

1

49

0

FAMILY

Lower Valley

TX21-P003-022

KENNEDY URD

447 SOUTH SCHUTZ

240

0

12

48

116

60

4

0

12

2

4

2

2

1

1

0

46

1

FAMILY

Lower Valley

TX21-P003-025

ALVAREZ

8247 NORTH LOOP

96

0

0

44

36

16

0

0

2

1

1

1

1

0

16

0

FAMILY

Lower Valley

TX21-P003-027

WEBBER

110 WHITTIER

99

0

4

36

40

13

6

0

2

1

1

1

1

0

17

1

FAMILY

Lower Valley

TX21-P003-028

GONZALEZ

SOCORRO and LONGUEMARE

36

0

0

0

16

20

0

0

2

1

1

0

36

1

FAMILY

Lower Valley

TX21-P003-032

TRUMAN

7619 MERAZ

90

0

12

36

32

6

4

0

4

2

1

1

0

20

1

FAMILY

Lower Valley

TX21-P003-034

KRUPP

10200 HEDGEROW

96

0

0

46

42

8

0

0

4

2

1

1

0

12

0

FAMILY

Lower Valley

TX21-P003-036

TELLES

PADRES DR. and BUENA PARK DR.

68

0

0

48

20

0

0

0

4

4

0

0

0

68

0

FAMILY

Lower Valley

TX21-P003-037

WESTFALL

VISTA DEL SOL (East of Yarbrough)

90

0

38

28

24

0

0

0

5

1

1

1

0

22

1

FAMILY

Lower Valley

TX21-P003-040

OCHOA

8820 OLD COUNTRY ROAD

70

0

70

0

0

0

0

0

4

4

1

1

0

16

1

ELDLY/DIS

Lower Valley

TX21-P003-041

ANDERSON

741 LAFAYETTE

0

0

0

29

0

FAMILY

Lower Valley

TX21-P003-30A

KING

PECAN GROVE (9101 BUTTERNUT )

1

1

0

31

1

FAMILY

Lower Valley

TX21-P003-39A; TX21-P003-066

BAINES

0

0

0

13

1

ELDLY/DIS

Lower Valley

TX21-P003-39B

Lower Valley

TX21-P003-016

Lower Valley

6
4

2

1
2
2

1

4

58

0

0

36

22

0

0

0

3

152

0

16

80

48

8

0

0

8

2

3

10700 VISTA DEL SOL

58

0

58

0

0

0

0

0

7

7

GRAHAM

INDEPENDENCE AND SAN JUAN

63

0

0

3

60

0

0

0

4

1

0

0

0

63

1

FAMILY

LEASED HOUSING

SCATTERED SITES

55

0

0

0

38

17

0

0

3

3

0

0

0

55

1

FAMILY

TX21-P003-043

SCATTERED SITES

SCATTERED SITES

62

0

0

0

38

23

1

0

3

1

0

0

0

58

1

FAMILY

Lower Valley

TX21-P003-047

SCATTERED SITES

SCATTERED SITES

18

0

0

12

5

1

0

0

1

1

0

0

0

11

1

FAMILY

Lower Valley

TX21-P003-055

SCATTERED SITES

SCATTERED SITES

57

0

0

0

51

6

0

0

2

1

1

0

0

0

57

1

FAMILY

Lower Valley

TX21-P003-057

SCATTERED SITES

SCATTERED SITES

50

0

0

0

47

3

0

0

2

2

0

0

0

0

50

1

FAMILY

Lower Valley

TX21-P003-060

KENNEDY ESTATES

400 S. ZARAGOZA

124

0

0

0

88

36

0

0

7

5

2

0

0

0

124

1

FAMILY

Lower Valley

TX21-P003-063; TX21-P003-064

OASIS RANCH

11000 E. MONTANA AVE

10

0

0

0

6

4

0

0

0

0

0

0

0

0

0

5

1

FAMILY

1

1

0

25

0

FAMILY

0

1

0

139

1

FAMILY

4
3

0
0

0
0

0

1

1

2

0
0

0
0

Northeast

TX21-P003-012

ROOSEVELT

4647 MAXWELL

146

0

0

40

66

30

10

0

4

1

2

1

Northeast

TX21-P003-023

EISENHOWER

5628 EISENHOWER

260

0

0

101

109

32

18

0

15

5

6

2

Northeast

TX21-P003-031

BAIRD

4747 ATLAS DRIVE

55

0

0

20

21

10

4

0

3

1

1

1

1

1

0

8

0

FAMILY/ELDERLY

Northeast

TX21-P003-033

LB JOHNSON

9000 ROANOKE

126

0

0

38

68

16

4

0

8

4

2

2

1

1

1

65

1

FAMILY

Northeast

TX21-P003-30C

HART

4861 ATLAS DRIVE

48

0

8

13

27

0

0

0

2

1

0

0

11

0

FAMILY

Northeast

TX21-P003-058

HENRY CISNEROS

5200 LOU BROCK

16

0

0

0

16

0

0

0

1

1

0

0

0

16

1

FAMILY

Westside

TX21-P003-018

SANDOVAL

5353 RIDGE

224

0

0

44

49

106

25

0

8

4

1

1

0

39

0

FAMILY

Westside

TX21-P003-029

ROBINSON

421 MANGRUM

184

0

7

72

72

24

9

0

0

1

1

0

32

1

FAMILY/ELDERLY

1

1

1
3

1

1


| Block | TX21-P003-00 | WILLIAMS | 34 RESLER | 24 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | FAMILY |
|-------|--------------|----------|-----------|----|---|-----|---|---|---|---|---|---|---|---|---|---|------|
| Phased | TX21-P003-31D; TX21-P003-30B | MACHUCA | 1239 MACHUCA DRIVE | 122 | 0 | 0 | 0 | 42 | 10 | 4 | 0 | 4 | 2 | 2 | 1 | 1 | 0 | 13 | 0 |
| Phased | TX21-P003-005 | RUBIN HEIGHTS SUBDIVISION | PETE PAYAN DRIVE | 10 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 10 | 1 |

**PHA SUB-TOTAL:**

| 5695 | 326 | 989 | 1450 | 1994 | 748 | 134 | 8 | 239 | 0 | 77 | 65 | 66 | 22 | 6 | 1 |

| 5695 | 326 | 989 | 1450 | 1994 | 748 | 134 | 8 | 239 | 0 | 77 | 65 | 66 | 22 | 6 | 1 | 1586 |
October 5, 2018

Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: HACEP Compliance with VCA Accessible Unit Requirements

Dear Mr. Irvine:

The purpose of this letter is to confirm the Housing Authority of El Paso, Texas (HACEP) has made significant progress in providing the requisite number of accessible units required by the Voluntary Compliance Agreement (VCA) between HACEP and the U.S. Department of Housing and Urban Development (HUD). It is anticipated that, once the accessible units that are in construction now, along with accessible units that are planned in future developments, HACEP will greatly exceed the minimum five percent accessible unit requirement provided by Section 504 of the Rehabilitation Act of 1973.

In addition to complying with and exceeding the requisite number of accessible units, HACEP has worked closely with HUD to ensure the accessible units, of all bedroom sizes, were dispersed, where practical, throughout its Public Housing portfolio. HUD provided HACEP the flexibility to forgo the expense of modifying units in developments that presented undue financial, or topographical burdens and, instead, provide the accessible units in other nearby communities. This flexibility has allowed the HACEP to maximize the number of units constructed. Moving forward, I recommend that the Texas Department of Housing and Community Affairs provide the same flexibility to HACEP as it completes the remaining developments. HUD will continue to work with the HACEP to ensure its compliance with its Civil Rights obligations.

Thank you for your consideration. As always, I am available if you have any questions.

Sincerely,

Garry L. Sweeney, Director
Fort Worth Regional Office of Fair Housing and Equal Opportunity
Region VI
ENFORCEMENT ACTION AGAINST WESTERN BURGUNDY, LTD. WITH RESPECT TO WESTERN BURGUNDY, LTD. (HTC FILE # 97088 / CMTS # 1742), ET AL

BEFORE THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

AGREED FINAL ORDER

General Remarks and official action taken:

On this 8th day of November, 2018, the Governing Board (“Board”) of the Texas Department of Housing and Community Affairs (“TDHCA” or “Department”) considered the matter of whether enforcement action should be taken against the following related entities (collectively, “Respondent”):

1. WESTERN BURGUNDY, LTD., a Texas limited partnership, owner of Western Burgundy (HTC 97088 / CMTS 1742);
2. LEE SENIORS, LTD., a Texas limited partnership, owner of Lee Seniors (HTC 98093 / CMTS 1950);
3. HAYMON KRUPP, LP, a Texas limited partnership, owner of Haymon Krupp (HTC 14127 / CMTS 5003);
4. EL PASO TAYS, LP, a Texas limited partnership, owner of Tays (HTC 14130 / CMTS 5005); and
5. EL PASO RAD I, LTD., a Texas limited partnership, owner of:
   a. Raymond Telles Manor (HTC 14419 / CMTS 5063);
   b. Lt. Palmer Baird (HTC 14420 / CMTS 5064);
   c. J.E. Anderson Apartments (HTC 14421 / CMTS 5066);
   d. Everett Alvarez Apartments (HTC 14423 / CMTS 5067);
   e. Harry S. Truman Apartments (HTC 14424 / CMTS 5068);
   f. Dwight D. Eisenhower Memorial Apartments (HTC 14425 / CMTS 5069);
   g. Kennedy Brothers Communities (HTC 14427 / CMTS 5071);
   h. Aloysius A. Ochoa Apartments (HTC 14428 / CMTS 5072);
   i. Lyndon B Johnson Memorial Apartments (HTC 14429 / CMTS 5073);
   j. Rafael Marmolejo Jr Memorial Apartments (HTC 14430 / CMTS 5074); and
   k. Juan Hart Memorial Apartments (HTC 14431 / CMTS 5075).

This Agreed Order is executed pursuant to the authority of the Administrative Procedure Act (“APA”), Tex. Gov't Code §2001.056, which authorizes the informal disposition of contested cases. In a desire to conclude this matter without further delay and expense, the Board and Respondent agree to resolve this matter by this Agreed Final Order. The Respondent agrees to this Order for the purpose of resolving this proceeding only and without admitting or denying the findings of fact and conclusions of law set out in this Order.
Upon recommendation of the Enforcement Committee, the Board makes the following findings of fact and conclusions of law and enters this Order:

WAIVER

Respondent acknowledges the existence of their right to request a hearing as provided by Tex. Gov't Code §2306.044, and to seek judicial review, in the District Court of Travis County, Texas, of any order as provided by Tex. Gov't Code §2306.047. Pursuant to this compromise and settlement, the Respondent waives those rights and acknowledges the jurisdiction of the Board over Respondent.

FINDINGS OF FACT ("FOF")

Jurisdiction:

1. Respondent was awarded the following allocations of Low Income Housing Tax Credits by the Board, to acquire, build and/or rehabilitate, and operate fifteen multifamily apartment complexes located in El Paso County. A land use restriction agreement ("LURA") was signed regarding each Property:

<table>
<thead>
<tr>
<th>#</th>
<th>Property Name</th>
<th>Annual HTC Allocation</th>
<th>LURA Details</th>
<th># of Units</th>
<th>Activity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Haymon Krupp</td>
<td>Annual HTC allocation of $800,000</td>
<td>Effective 11/17/2016. Recorded at Document No. 20160091312 of the Records.</td>
<td>96</td>
<td>New construction</td>
</tr>
<tr>
<td></td>
<td>Project Name</td>
<td>Annual HTC Allocation</td>
<td>Effective Date</td>
<td>Amendments</td>
<td>Document No.</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------</td>
<td>-----------------------</td>
<td>-------------------------</td>
<td>--------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>4</td>
<td>Tays</td>
<td>$1,352,756</td>
<td>11/27/2017</td>
<td>Document No. 20170095024</td>
<td>198</td>
</tr>
<tr>
<td>5</td>
<td>Raymond Telles Manor</td>
<td>$393,686</td>
<td>12/27/2017</td>
<td>Document No. 20170096930</td>
<td>68</td>
</tr>
<tr>
<td>6</td>
<td>Lt. Palmer Baird</td>
<td>$301,785</td>
<td>12/27/2017</td>
<td>Document No. 20170096931</td>
<td>55</td>
</tr>
<tr>
<td>7</td>
<td>J.E. Anderson Apts</td>
<td>$320,245</td>
<td>12/27/2017</td>
<td>Document No. 20170096927</td>
<td>58</td>
</tr>
<tr>
<td>8</td>
<td>Everett Alvarez Apts</td>
<td>$383,011</td>
<td>11/28/2016</td>
<td>Document No. 20160091317</td>
<td>96</td>
</tr>
<tr>
<td>9</td>
<td>Harry S. Truman Apts</td>
<td>$504,234</td>
<td>12/27/2017</td>
<td>Document No. 20170096929</td>
<td>90</td>
</tr>
<tr>
<td>10</td>
<td>Dwight D. Eisenhower</td>
<td>$1,014,282</td>
<td>12/29/2016</td>
<td>Document No. 20160091320</td>
<td>194</td>
</tr>
<tr>
<td>11</td>
<td>Kennedy Brothers Communities</td>
<td>$2,037,920</td>
<td>12/19/2016</td>
<td>Document No. 20160091318</td>
<td>364</td>
</tr>
<tr>
<td>12</td>
<td>Aloysius A. Ochoa Apts</td>
<td>$266,331</td>
<td>12/1/2016</td>
<td>Document No. 20160091314</td>
<td>70</td>
</tr>
<tr>
<td>13</td>
<td>Lyndon B Johnson</td>
<td>$646,186</td>
<td>12/19/2016</td>
<td>Document No. 20160091319</td>
<td>126</td>
</tr>
<tr>
<td>14</td>
<td>Rafael Malmolejo Jr</td>
<td>$1,506,875</td>
<td>12/19/2016</td>
<td>Document No. 20160091316</td>
<td>292</td>
</tr>
</tbody>
</table>
2. Respondent is subject to the regulatory authority of TDHCA.

Compliance Violations:

3. An on-site monitoring review was conducted at Western Burgundy on November 16, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households and maintain records demonstrating eligibility. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 8, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

4. An on-site monitoring review was conducted at Lee Seniors on November 16, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 8, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

5. An on-site monitoring review was conducted at Haymon Krupp on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 22, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

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1 Within this Agreed Final Order, all references to violations of TDHCA Compliance Monitoring rules at 10 TAC Chapter 10 refers to the versions of the code in effect at the time of the compliance monitoring reviews and/or inspections that resulted in recording each violation. All past violations remain violations under the current code and all interim amendments.
6. An on-site monitoring review was conducted at Tays on November 29, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 22, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;

b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to persons with disabilities;

c. Respondent failed to execute required lease provisions or exclude prohibited lease language, a violation of 10 TAC §10.613 (Lease Requirements), which requires leases to include specific language protecting tenants from eviction without good cause and prohibiting owners from taking certain actions such as locking out or seizing property, or threatening to do so, except by judicial process; and

d. Respondent failed to provide complete documentation that household incomes were within prescribed limits upon initial occupancy for units 4305 and 4318, a violation of 10 TAC §10.611 (Determination, Documentation and Certification of Annual Income) and Section 4 of the LURA, which require screening of tenants to ensure qualification for the program.

7. An on-site monitoring review was conducted at Raymond Telles Manor on December 14, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

8. An on-site monitoring review was conducted at Lt. Palmer Baird on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
b. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

9. An on-site monitoring review was conducted at J.E. Anderson Apartments on December 12, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;

   b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that teach groups identified as least likely to apply and to persons with disabilities; and

   c. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

10. An on-site monitoring review was conducted at Everet Alvarez Apartments on December 15, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

11. An on-site monitoring review was conducted at Harry S. Truman Apartments on December 13, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

12. An on-site monitoring review was conducted at Dwight D. Eisenhower Memorial Apartments on November 28, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

13. An on-site monitoring review was conducted at Kennedy Brothers Communities on November 17, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent collected gross rents that exceeded income limits for unit 208113. The total gross rent totaled $889, including tenant paid rent of $690 plus a $199 utility allowance, exceeding the gross rent limit of $882. TDHCA publishes maximum rent limits for the tax credit program annually and owners are responsible for ensuring that the maximum rents that they charge include the amount of rent paid by the household, plus an allowance for utilities, plus any mandatory fees. Exceeding the maximum rent is a violation of 10 TAC §10.622 (Special Rules Regarding Rents and Rent Limit Violations).
14. An on-site monitoring review was conducted at Aloysius A. Ochoa Apartments on November 29, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

15. An on-site monitoring review was conducted at Lyndon B. Johnson Memorial Apartments on November 27, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent failed to collect required data by not providing an Annual Eligibility Certification for unit 2100022, a violation of 10 TAC §10.612 (Tenant File Requirements), which requires developments to annually collect an Annual Eligibility Certification form from each household.

c. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to the disabled; and

16. An on-site monitoring review was conducted at Rafael Marmolejo Jr. Memorial Apartments on December 12, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;

c. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to the disabled; and

d. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a
common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

17. An on-site monitoring review was conducted at Juan Hart Memorial Apartments on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to the disabled.

18. All violations listed above are considered resolved at the time of this Order, but were resolved after the corrective action period.

CONCLUSIONS OF LAW

1. The Department has jurisdiction over this matter pursuant to Tex. Gov’t Code §§2306.041-.0503, and 10 TAC §2.

2. Respondent is a “housing sponsor” as that term is defined in Tex. Gov’t Code §2306.004(14).

3. Pursuant to IRC §42(m)(1)(B)(iii), housing credit agencies are required to monitor for noncompliance with all provisions of the IRC and to notify the Internal Revenue Service of such noncompliance.

4. Respondent violated 10 TAC §10.610 in 2017, by not maintaining complete and acceptable written tenant selection criteria meeting TDHCA requirements at all fifteen properties that are the subject of this Agreed Final Order.

5. Respondent violated 10 TAC §10.617 in 2017, by failing to provide a complete and acceptable affirmative marketing plan and associated outreach marketing materials at the following five properties: Tays, J.E. Anderson Apartments, Harry S. Truman Apartments, Rafael Marmolejo Jr. Memorial Apartments, and Juan Hart Memorial Apartments.

7. Respondent violated 10 TAC §10.613 in 2017, by failing to execute required lease provisions or exclude prohibited lease language at Tays.

8. Respondent violated 10 TAC §10.613 and Section 4 of the LURA in 2017 by failing to provide documentation that household incomes are within prescribed limits upon initial occupancy for two units at Tays.

9. Respondent violated 10 TAC §10.609 in 2017 by failing to collect an Annual Eligibility Certification for one unit at Lyndon B Johnson Memorial Apartments.

10. Respondent violated 10 TAC §10.622 in 2017 by charging gross rents exceeding the allowable limits, and not making timely corrections once the violations were discovered, for one unit at Kennedy Brothers Communities.

11. Because Respondent is a housing sponsor with respect to the Property, and has violated TDHCA rules, the Board has personal and subject matter jurisdiction over Respondent pursuant to Tex. Gov't Code §2306.041 and §2306.267.

12. Because Respondent is a housing sponsor, TDHCA may order Respondent to perform or refrain from performing certain acts in order to comply with the law, TDHCA rules, or the terms of a contract or agreement to which Respondent and TDHCA are parties, pursuant to Tex. Gov't Code §2306.267.

13. Because Respondent has violated rules promulgated pursuant to Tex. Gov't Code §2306.053 and has violated agreements with the Agency to which Respondent is a party, the Agency may impose an administrative penalty pursuant to Tex. Gov't Code §2306.041.

14. It is appropriate to assess no administrative penalty in accordance with the policies situated at 10 TAC Chapter 2.

Based upon the foregoing findings of fact and conclusions of law, and an assessment of the factors set forth in Tex. Gov't Code §2306.042 to be considered in assessing such penalties as applied specifically to the facts and circumstances present in this case, the Board of the Texas Department of Housing and Community Affairs orders the following:

IT IS HEREBY ORDERED that Respondent not be assessed an administrative penalty.

IT IS FURTHER ORDERED that Respondent shall follow the requirements of 10 TAC §10.406, a copy of which is included at Exhibit 1, and obtain approval from the Department prior to consummating a sale of the property, if contemplated.

IT IS FURTHER ORDERED that the terms of this Agreed Final Order shall be published on the TDHCA website.
THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned notary public, on this 8th day of November, 2018, personally appeared J.B. Goodwin, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Peggy Maderer Henderson
Notary Public, State of Texas
Notary Without Bond
My Commission Expires
July 9, 2019

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned notary public, on this 8th day of November, 2018, personally appeared James "Beau" Eccles, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Peggy Maderer Henderson
Notary Public, State of Texas
Notary Without Bond
My Commission Expires
July 9, 2019
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. “My name is Gerald Cichon, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Executive Director for the Housing Authority of the City of El Paso. I am an authorized representative of Respondent, owner of the property known as Western Burgundy, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs.”

RESPONDENT:

WESTERN BURGUNDY, LTD., a Texas limited partnership

HOUSING AUTHORITY OF THE CITY OF EL PASO, a public housing authority, its general partner

By: ______________________________

Name: Gerald Cichon

Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of ____________, 2018.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: __________
BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through __________ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. “My name is Gerald Cichon, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Executive Director for the Housing Authority of the City of El Paso, I am an authorized representative of Respondent, owner of the property known as Lee Seniors, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs.”

RESPONDENT:

LEE SENIORS, LTD, a Texas limited partnership
HOUSING AUTHORITY OF THE CITY OF EL PASO, a public housing authority, its general partner

By: ____________________________
Name: Gerald Cichon
Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of ________, 2018.

__________________________________________
Signature of Notary Public

__________________________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: ____________________
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon. I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano Haymon Krupp GP, LLC. I am an authorized representative of Respondent, owner of the property known as Haymon Krupp, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

HAYMON KRUPP, LP, a Texas limited partnership

PAISANO HAYMON KRUPP GP, LLC, a Texas limited liability company, its general partner

PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: ________________________________

Name: Gerald Cichon

Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of ____________, 2018.

______________________________
Signature of Notary Public

______________________________
Printed Name of Notary Public:

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: ____________
BEFORE ME,___________________________, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through _____________ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano Tays GP, LLC. I am an authorized representative of Respondent, owner of the property known as Tays, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

EL PASO TAYS, LP, a Texas limited partnership

PAISANO TAYS GP, LLC, a Texas limited liability company, its general partner

PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: ________________________________
Name: Gerald Cichon
Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of ___________, 2018.

______________________________
Signature of Notary Public

______________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: ______________
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, , a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through , to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon. I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano El Paso RAD I, Inc. I am an authorized representative of Respondent, owner of the following eleven properties, known as: Raymond Telles Manor, Lt Palmer Baird, J.E. Anderson Apartments, Everett Alvarez Apartments, Harry S. Truman Apartments, Dwight D. Eisenhower Memorial Apartments, Kennedy Brothers Communities, Aloysius A. Ochoa Apartments, Lyndon B Johnson Memorial Apartments, Rafael Marmolejo Jr Memorial Apartments, and Juan Hart Memorial Apartments, which are each subject to separate Land Use Restriction Agreements monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

EL PASO RAD I, LTD, a Texas limited partnership

PAISANO EL PASO RAD I, INC, a Texas corporation, its general partner

PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: 

Name: Gerald Cichon
Title: Chief Executive Officer

[notary page follows]
Given under my hand and seal of office this ______ day of ______________, 2018.

____________________________________
Signature of Notary Public

____________________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF ______
My Commission Expires:_______________
(a) Ownership Transfer Notification. All multifamily Development Owners must provide written notice to the Department at least thirty (30) calendar days prior to any sale, transfer, or exchange of the Development or any portion of or controlling interest in the Development. Transfers that are the result of an involuntary removal of the general partner by the investment limited partner must be reported to the Department, as soon as possible due to the sensitive timing and nature of this decision. If the Department determines that the transfer, involuntary removal, or replacement was due to a default by the General Partner under the Limited Partnership Agreement, or other detrimental action that put the Development at risk of failure, staff may make a recommendation to the Board for the debarment of the entity and/or its Principals and Affiliates pursuant to the Department's debarment rule. In addition, a record of transfer involving Principals in new proposed awards will be reported and may be taken into consideration by the Executive Award and Review Committee, in accordance with §1.5 of this title (relating to Previous Participation Reviews), prior to recommending any new financing or allocation of credits.

(b) Requirement. Department approval must be requested for any new member to join in the ownership of a Development. Exceptions include changes to the investment limited partner, non-controlling limited partner, or other partners affiliated with the investment limited partner, or changes resulting from foreclosure wherein the lender or financial institution involved in the transaction is the resulting owner. Any subsequent transfer of the Development will be required to adhere to the process in this section. Furthermore, a Development Owner may not transfer an allocation of tax credits or ownership of a Development supported with an allocation of tax credits to any Person or entity unless the Development Owner obtains the Executive Director's prior, written approval of the transfer. The Executive Director may not unreasonably withhold approval of the transfer requested in compliance with this section. Notwithstanding the foregoing, a Development Owner shall be required to notify the Department but shall not be required to obtain Executive Director approval when the transferee is an Affiliate of the Development Owner with no new members or the transferee is a Related Party who does not control the Development and the transfer is being made for estate planning purposes.

(c) Transfers Prior to 8609 Issuance or Construction Completion. Transfers (other than those that do not require Executive Director approval, as set forth in subsection (b) of this section) will not be approved prior to the issuance of IRS Form(s) 8609 (for Housing Tax Credits) or the completion of construction (for all Developments funded through other Department programs) unless the Development Owner can provide evidence that the need for the transfer is due to a hardship (e.g., potential bankruptcy, removal by a partner, etc.). The Development Owner must provide the Department with a written explanation describing the hardship and a copy of any applicable agreement between the parties to the transfer, including any Third-Party agreement.

(d) Non-Profit Organizations. If the ownership transfer request is to replace a non-profit organization within the Development ownership entity, the replacement non-profit entity must adhere to the requirements in paragraph (1) or (2) of this subsection.

(1) If the LURA requires ownership or material participation in ownership by a Qualified Non-Profit Organization, and the Development received Tax Credits pursuant to §42(h)(5) of the Code, the transferee must be a Qualified Non-Profit Organization that meets the requirements of §42(h)(5) of the Code and Texas Government Code §2306.6706.
(2) If the LURA requires ownership or material participation in ownership by a qualified non-profit organization, but the Development did not receive Tax Credits pursuant to §42(h)(5) of the Code, the Development Owner must show that the transferee is a non-profit organization that complies with the LURA.

(e) Historically Underutilized Business ("HUB") Organizations. If a HUB is the general partner of a Development Owner and it (i) is being removed as the result of a default under the organizational documents of the Development Owner or (ii) determines to sell its ownership interest, in either case, after the issuance of 8609s, the purchaser of that general partnership interest is not required to be a HUB as long as the LURA does not require such continual ownership or a material LURA amendment is approved. Such approval can be obtained concurrent with Board approval described herein. All such transfers must be approved by the Board and require that the Board find that:

(1) the selling HUB is acting of its own volition or is being removed as the result of a default under the organizational documents of the Development Owner;

(2) the participation by the HUB has been substantive and meaningful, or would have been substantial and meaningful had the HUB not defaulted under the organizational documents of the Development Owner, enabling it to realize not only financial benefit but to acquire skills relating to the ownership and operation of affordable housing; and

(3) the proposed purchaser meets the Department's standards for ownership transfers

(f) Documentation Required. A Development Owner must submit documentation requested by the Department to enable the Department to understand fully the facts and circumstances that gave rise to the need for the transfer and the effects of approval or denial. Documentation includes but is not limited to:

(1) a written explanation outlining the reason for the request;

(2) a list of the names of transferees and Related Parties;

(3) detailed information describing the experience and financial capacity of transferees and related parties holding an ownership interest of 10 percent or greater in any Principal or Controlling entity;

(4) evidence and certification that the tenants in the Development have been notified in writing of the proposed transfer at least thirty (30) calendar days prior to the date the transfer is approved by the Department. The ownership transfer approval letter will not be issued until this 30 day period has expired.

(g) Within five (5) business days after the date the Department receives all necessary information under this section, staff shall initiate a qualifications review of a transferee, in accordance with §1.5 of this title, to determine the transferee's past compliance with all aspects of the Department's programs, LURAs and eligibility under this chapter.

(h) Credit Limitation. As it relates to the Housing Tax Credit amount further described in §11.4(a) of this title (relating to Tax Credit Request and Award Limits), the credit amount will not be applied in circumstances described in paragraphs (1) and (2) of this subsection:

(1) in cases of transfers in which the syndicator, investor or limited partner is taking over ownership of the Development and not merely replacing the general partner; or

(2) in cases where the general partner is being replaced if the award of credits was made at least five (5) years prior to the transfer request date.

(i) Penalties. The Development Owner must comply with any additional documentation requirements as stated in Subchapter F of this chapter (relating to Compliance Monitoring). The Development Owner, as on record with the Department, will be liable for any penalties imposed by the Department even if such penalty can be attributable to the new Development Owner unless such ownership transfer is approved by the Department.

(j) Ownership Transfer Processing Fee. The ownership transfer request must be accompanied by corresponding ownership transfer fee as outlined in §10.901 of this chapter (relating to Fee Schedule).

Source Note: The provisions of this §10.406 adopted to be effective December 9, 2014, 39 TexReg 9518
2020 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

**The form must be executed, notarized, and included in the full application document.**

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. *No hard copy with original signatures is required, only a scanned copy within the final PDF file.*
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under Tex. Gov't Code §2306.6720 if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the timeframe provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov't Code §2306.6733, or a provision of Tex. Gov't Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant, Affiliate nor any member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov't Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov't Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in
less than fifteen (15) years any private activity bond financing of the Development described by
the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov't Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership
structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate
their relationship with any other affordable housing development have been fully disclosed
pursuant to §11.202(1)(M) of the Qualified Allocation Plan. Applicant understands that failure to
disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, Development Owner, Developer,
Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair
housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the
Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of
1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et
seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the
Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or
determination that the Development is deemed qualified to receive such allocation or award.
Applicant agrees that the Department or any of its directors, officers, employees, and agents will
not be held responsible or liable for any representations made to the undersigned or its investors;
therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto
and agrees to indemnify and hold harmless the Department and any of its officers, employees,
and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and
of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions
and actions concerning this Application or the use of information therein.

Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not
subject to any pending criminal proceedings and if any such proceeding or any other charges
which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to
Carryover, Determination Notice, or Closing, the Applicant will immediately notify the
Department. Such notification must be presented to the Board for consideration at the next
available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of
Applicant, and in all other related capacities described above, as applicable, expressly represents,
warrants, and certifies that all information contained in this certification and in the Application,
including any and all supplements, additions, clarifications, or other materials or information
submitted to the Department in connection therewith as required or deemed necessary by the
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
Before me, a notary public, on this day personally appeared GERALD CICHON, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of FEB, 2020.
2020 Applicant Eligibility Certification

By: __

Signature of Authorized Representative

Sathish Bhaskar

Printed Name

CFO

Title

2-21-20

Date

THE STATE OF Texas

COUNTY OF El Paso

Before me, a notary public, on this day personally appeared Sathish Bhaskar, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of February, 2020

(Seal)

ANGELICA GARCIA
My Notary ID # 131289611
Expires September 21, 2021

Notary Public Signature
THE STATE OF TEXAS

COUNTY OF BEAUMONT

Before me, a notary public, on this day personally appeared Ryan Wilson, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2020

(Seal)

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-23-2022
Notary ID 128192392

By: _____________________________

Signature of Authorized Representative

Ryan Wilson

Printed Name

Member

Title

2/13/2020

Date
By: [Signature]

Signature of Authorized Representative

Aubra Franklin

Printed Name

Commissioner

Title

Date

THE STATE OF Texas

COUNTY OF BEAR

Before me, a notary public, on this day personally appeared Aubra Franklin, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of February, 2020.

(Seal)

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-23-2022
Notary ID 128192392

Page 6 of 6
January 2, 2020
By: 

Signature of Authorized Representative

Susan Franklin

Printed Name

Commissioner

Title

2/13/2020

Date

THE STATE OF Texas

COUNTY OF BEACAR

Before me, a notary public, on this day personally appeared Susan Franklin, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2/13/2020 day of February 2020.

(Seal)

Notary Public Signature

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-23-2022
Notary ID 128192392
By: 

Signature of Authorized Representative

Kenneth Brett Franklin

Printed Name

Member

Title

02/13/2020

Date

THE STATE OF TEXAS

COUNTY OF BEAUM

Before me, a notary public, on this day personally appeared Kenneth Brett Franklin, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2020.

(Seal)

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-23-2022
Notary ID 128192392

Notary Public Signature
By: _____________________________

Signature of Authorized Representative

Francisco Ortega

Printed Name

Commissioner

Title

2/19/20

Date

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, a notary public, on this day personally appeared FRANCISCO ORTEGA, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of FEBRUARY 2020

Notary Public Signature
By: ______________

Signature of Authorized Representative

Eileen Karlsruhe

Printed Name

Commissioner

Title

2-19-20

Date

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, a notary public, on this day personally appeared Eileen Karlsruhe, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of FEBRUARY, 2020

(Seal)

Notary Public Signature

January 2, 2020
By:  
Yadira Beltran  
Signature of Authorized Representative

Yadira Beltran  
Printed Name

Commissioner

Title

2-19-20

Date

THE STATE OF TEXAS  

COUNTY OF EL PASO

Before me, a notary public, on this day personally appeared Yadira Beltran, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of FEB., 2020

Notary Public Signature
By: Anna Louise Valdez Perez

Signature of Authorized Representative

Anna Louise Valdez Perez

Printed Name

Commissioner

Title

Date

2-19-20

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, a notary public, on this day personally appeared Anna Louise Valdez Perez, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of FEB, 2020

Notary Public Signature

Aracely Suen

Notary Public Signature

 Arizona Department of Revenue

Notary Public

Notary Public Signature

State of Texas

Notary Public

Expiration 10-9-2021
By: __________________________

Signature of Authorized Representative

Robbert Anderson

Printed Name

______________________________

Title

2.19.2020

Date

THE STATE OF TEXAS §

COUNTY OF EL PASO §

Before me, a notary public, on this day personally appeared ROBBERT ANDERSON, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of FEBRUARY, 2020

Notary Public Signature
2020 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
Multifamily Direct Loan Certification (10 TAC Chapter 13)

Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

**If applicable, the form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department’s website at

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

2/25/2020
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Tom Deloye</td>
<td><strong>Phone:</strong> (915) 849-3813</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:tdeloey@hacep.org">tdeloey@hacep.org</a></td>
<td><strong>Office:</strong> NA</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 5300 E Paisano Dr</td>
<td><strong>Extension:</strong></td>
</tr>
<tr>
<td>El Paso</td>
<td>TX 79905</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Lucila Diaz</td>
<td><strong>Phone:</strong> (210) 408-3152</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lucila@franklindev.net">lucila@franklindev.net</a></td>
<td><strong>Office:</strong> NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (<em>if applicable</em>)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td><strong>Office:</strong> NA</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E. 6th, Ste 12</td>
<td><strong>Extension:</strong></td>
</tr>
<tr>
<td>Austin</td>
<td>TX 78702</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 1 Tab 6

Self Score Form
### Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
</tbody>
</table>

**High Quality Housing Total**: 17

#### Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>1</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>6</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total**: 47

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total**: 1

#### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>§11.9(f)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Application Self Score**: 118

2/25/2020
### Site Information Form Part I

**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>415 Montana Avenue</td>
<td>El Paso</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>79902</td>
<td>El Paso</td>
<td>Rural via §11.204(5)(B) Rural Designation</td>
</tr>
</tbody>
</table>

**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>Yes</th>
<th>Median Household Income:</th>
<th>20780</th>
<th>Quartile:</th>
<th>4q</th>
<th>Poverty Rate:</th>
<th>35.3</th>
</tr>
</thead>
</table>

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

**Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

- [X] **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))

- [X] **One Mile Three Year Rule.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

- [X] **Limitations on Developments in Certain Census Tracts.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

**Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**

- [X] The Development Site is not located in a county with a population that exceeds one million.

**Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]**

- [X] The Development Site is not located in a county with a population less than one million.

**One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]**

- The Application is USDA or At-Risk, or is in a Rural Subregion.

**Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**

- Development Site is appropriately zoned? **No**

- Zoning Designation: **C-4/sp Commercial Special Permit**

- Flood Zone Designation: **X**

- Entire Development Site is outside the 100 year floodplain. **Yes**

- Farmland Designation **(To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):**

---

2/25/2020
8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**

Confirm the following supporting documents are provided behind this tab.

- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating 2018</th>
<th>TEA Rating 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesita Elementary School</td>
<td>EE through 5</td>
<td>MS</td>
<td>B</td>
</tr>
<tr>
<td>Wiggs Middle School</td>
<td>6 through 8</td>
<td>MS</td>
<td>B</td>
</tr>
<tr>
<td>El Paso High School</td>
<td>9 through 12</td>
<td>MS</td>
<td>B</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
- The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. **Waiver of Rules [10 TAC §11.207]**

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov’t Code than not granting the waiver.
The development site at pre-application had the address of 405 Montana. After pre-application the development site was modified to remove the 405 parcel and the purchase and sale contract was amended to include the addresses parcels that are considered to be 415 Montana. However, multiple exhibits to the application had already been prepared prior to the contract amendment and therefore there are some exhibits in the application that show 405 Montana. The removal of the 405 Montana parcel does not impact any of the scoring or threshold items for this application.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  - [Link](https://www.huduser.gov/portal/sadda/sadda_qct.html)
  - [Link](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain
- x Evidence of Zoning and/or Evidence of Re-Zoning Process
- x Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation
- Information is included in the ESA.
- Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and
  - Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city, and state.
  - Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled "AOI" for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site
  - Outline the Development Site, getting as much within the rectangle or triangle as possible.
  - Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
  - Select “View Rating”. You may need to scroll down to see it.
  - In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11” x 8.5”). Make sure the box labeled "show UTM Coordinate Ticks" is checked. Select "View".
  - Save the file as a PDF and include it in the Application.

Site and Neighborhood Standards (New Construction Direct Loan Only)
- □ Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
Waiver of Rules

The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.

NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Street Map
Nuestra Senora

Source: Google Maps
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Nuestra Senora

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
## 1. CONTACT INFORMATION

<table>
<thead>
<tr>
<th>PROPERTY OWNER(S):</th>
<th>ASLM Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>804 Cherry Hill Ln.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT(S):</th>
<th>Housing Authority of the City of El Paso</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>5300 Paisano</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPRESENTATIVE(S):</th>
<th>Georges Halloul, SLI Engineering, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>6600 Westwind Dr.</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td><a href="mailto:ghalloul@sli-engineering.com">ghalloul@sli-engineering.com</a></td>
</tr>
</tbody>
</table>

## 2. PARCEL ONE INFORMATION

<table>
<thead>
<tr>
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<th>C05099926600100</th>
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<tbody>
<tr>
<td>LEGAL DESCRIPTION:</td>
<td>Lots 1 through 6, Block 266 Campbell</td>
</tr>
<tr>
<td>STREET ADDRESS OR LOCATION:</td>
<td>415 Montana</td>
</tr>
<tr>
<td>ACREAGE:</td>
<td>0.4298</td>
</tr>
<tr>
<td>PRESENT ZONING:</td>
<td>C4</td>
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<tr>
<td>PRESENT LAND USE:</td>
<td>retail</td>
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<td>PROPOSED ZONING:</td>
<td>GMU</td>
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<td>PROPOSED LAND USE:</td>
<td>HIGH RISE RETAIL AND RESIDENTIAL</td>
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## 3. PARCEL TWO INFORMATION

<table>
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<th>C05099926600700</th>
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<tbody>
<tr>
<td>LEGAL DESCRIPTION:</td>
<td>Lots 7 through 10, Block 266 Campbell</td>
</tr>
<tr>
<td>STREET ADDRESS OR LOCATION:</td>
<td>416 Rio Grande</td>
</tr>
<tr>
<td>ACREAGE:</td>
<td>0.2665</td>
</tr>
<tr>
<td>PRESENT ZONING:</td>
<td>C4</td>
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<td>PRESENT LAND USE:</td>
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<td>PROPOSED ZONING:</td>
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</tr>
<tr>
<td>PROPOSED LAND USE:</td>
<td>HIGH RISE RETAIL AND RESIDENTIAL</td>
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## 4. PARCEL THREE INFORMATION

<table>
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</thead>
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<td>PROPOSED ZONING:</td>
<td></td>
</tr>
<tr>
<td>PROPOSED LAND USE:</td>
<td></td>
</tr>
</tbody>
</table>

## 5. ADDITIONAL INFORMATION

OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):

<table>
<thead>
<tr>
<th>Printed Name:</th>
<th>Susan Daw</th>
<th>Signature:</th>
</tr>
</thead>
</table>

Note: Signatures are required for all owners of record for the property proposed for rezoning. Attach additional signatures on a separate sheet of paper.

**OFFICE USE ONLY**

<table>
<thead>
<tr>
<th>CASE #</th>
<th>RECEIVED DATE:</th>
<th>APPLICATION FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPC REVIEW DATE:</td>
<td>(1:30 pm, City Council Chambers, 1st Floor, City Hall Building, 300 N. Campbell)</td>
<td>ACCEPTED BY:</td>
</tr>
</tbody>
</table>
SUBMITTAL VERIFICATION FORM

I, the applicant and/or representative for this application, acknowledge the following:

1. I attest that this application is complete and accurate to the best of my knowledge. I understand that any inaccurate or incomplete information provided on this application may delay the processing of the application and may delay any scheduled public hearings.

2. I have checked for zoning conditions, special contract conditions, deed restrictions, restrictive covenants, and subdivision plat notes for the property proposed for rezoning. (If a conflict should result with this rezoning request due to zoning conditions, special contract conditions, deed restrictions, restrictive covenants, and subdivision plat notes, it will be the applicant's responsibility to resolve the conflict.) I understand the implications of use and development restrictions that are a result of any zoning conditions, special contract conditions, deed restrictions, restrictive covenants, and subdivision plat notes. I understand that if requested, I must provide copies of any zoning conditions, special contract conditions, deed restrictions, restrictive covenants, and subdivision plat notes that may apply to this property proposed for rezoning.

3. I understand that the applicant or representative is required to attend all scheduled meetings regarding this application, including the City Plan Commission public hearing, and the City Council public hearing. If the applicant or representative fails to appear at the scheduled public hearing before the City Plan Commission or City Council, the application may be postponed or may be heard without representation at the discretion of the body holding the hearing. I understand that if an applicant or representative fails to appear at the subsequent postponed hearing, this application may be dismissed for want of prosecution. Failure to receive a notice by the City shall not excuse failure to appear at the City Plan Commission or City Council public hearing.

4. I understand that the applicant is advised to meet with the City Representative where the property as listed on the application is located. It is recommended that the applicant keep the City Representative informed about the status of their application.

5. I understand that the City Council may approve, modify, deny, or table this application at its discretion and may or may not follow the recommendations of the City Plan Commission. A majority vote of all members of the City Council is required to overrule a recommendation of the City Plan Commission.

Gerald W. Cichon
Name of Applicant

Applicant's Signature

2/26/20
Date

Georges Halloul
Name of Representative

Representative's Signature

2/26/20
Date

ADDITIONAL APPLICATIONS IN PROCESS REGARDING THIS PROPERTY (please check all boxes that apply):

☐ Rezoning Application
☐ Special Permit Application
☐ Subdivision Application
☐ Building Permit
☐ Other

Condition Amendment or Release Application
Review Application
Board of Adjustment Application

For any information regarding this application, please contact the Planning & Inspections Department at (915) 212-0085 or visit our website www.elpasotexas.gov/planning-and-inspections.
Attention: Due to problems when uploading documents, the recommended browser is Internet Explorer 10 or greater.

Step 3: Receipt/Record issuance

Receipt

Your application(s) has been successfully submitted. Please print your record(s) and retain a copy for your records.

415 MONTANA, EL PASO 79902

PZRZ20-00008
Ms. Diaz,

I see no apparent issues with the letter being acceptable. Please be advised this letter has not been vetted through our legal section and my determination is in no way a legal determination.

Best Regards,

Raul Garcia, CNU-A
Planning Program Manager
Planning and Inspections Department | City of El Paso
City 3 | 801 Texas Avenue
El Paso, Texas 79901
Phone: 915.212.1643
GarciaR1@elpasotexas.gov

Mr. Garcia,

I am reaching out to you on behalf of the developer. Georges Halloul reached out to you yesterday regarding the submittal of the rezoning application, now registered under PZRZ20-00008. Can you confirm that the attached hold harmless letter is acceptable to the City? Our tax credit application requires that we submit the referenced letter and get a form of receipt from the City that it is acceptable.

Thank you,

Lucila Diaz

210.408.3152 (o) | 210.744.5300 (c)

Franklin Development Properties, Ltd.
21260 Gathering Oak, Ste. 101 | San Antonio, TX 78260

georges halloul <ghalloul@sli-engineering.com>
Deloye, Tom <tdeloye@hacep.org>; Lucila Diaz <Lucila@franklindev.net>
Please see email from Mr. Garcia, the zoning director for the City of El Paso

From: Garcia, Raul <GarciaR1@elpasotexas.gov>
Sent: Thursday, February 27, 2020 3:51 PM
To: georges halloul <ghalloul@sli-engineering.com>
Subject: RE: Montana East Half Block Rezoning Application

Georges,
The application has been received under application number PZRZ20-00008, you will be notified when it is ready for payment.
Best Regards,

Raul Garcia, CNU-A
Planning Program Manager
Planning and Inspections Department | City of El Paso
City 3 | 801 Texas Avenue
El Paso, Texas 79901
Phone: 915.212.1643
GarciaR1@elpasotexas.gov

From: georges halloul <ghalloul@sli-engineering.com>
Sent: Thursday, February 27, 2020 3:32 PM
To: Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: FW: Montana East Half Block Rezoning Application
Importance: High

Raul
Hope all is well
I have attached a letter from the consultant and a picture of the receipt from your web site that I applied for the zoning. Please read below and let me know what you can send me as proof that you have received the application and if you can initial this letter and stamp it received with the date will be perfect. I really thank you for your help and I am sorry for the emergency but it is due tomorrow
Thank you
Georges

From: Lucila Diaz <Lucila@franklindev.net>
Sent: Thursday, February 27, 2020 2:13 PM
To: georges halloul <ghalloul@sli-engineering.com>
Subject: FW: Montana East Half Block Rezoning Application
Importance: High

Georges,
Just spoke to our consultants and got a little more direction on this. If the City can initial the letter we are providing that should suffice. They don’t need to sign the other receipt letter.

What we have seen others do is have them stamp and initial the attached. It is the hold harmless letter that you will give them. Get a business card from whomever is doing intake and have them stamp it as received and initial it. Then send us a scan of the stamped letter with card on it. If you can’t get a business card, then just have them stamp and initial.

Lucila Diaz
210.408.3152 (o) | 210.744.5300 (c)

Franklin Development Properties, Ltd.
21260 Gathering Oak, Ste. 101 | San Antonio, TX 78260
February 19, 2020

City of El Paso
Planning and Inspections Department
City of El Paso
El Paso, TX 79901

To Whom It May Concern:

EP Nuestra Senora, LP has submitted a zoning change application for the site of the proposed Nuestra Senora development located at 416 Rio Grande (legal description: 266 Campbell lots 7 to 10) and 415 Montana Avenue (legal description: 266 Campbell lots 1 to 6), in El Paso, TX. EP Nuestra Senora, LP agrees to hold the political subdivision and all other parties harmless, in the event, that the appropriate zoning for the proposed Nuestra Senora development is denied.

Sincerely,

EP Nuestra Senora, LP a to-be-formed Texas limited partnership

Paisano Nuestra Senora GP, LLC a to-be-formed Texas limited liability company, its general partner

Paisano Housing Redevelopment Corporation,
Its Sole Member

By: ______________________
Name: Gerald Lichon
Title: Authorized Signatory
Planning & Inspections Department

February 7, 2020

Housing Authority of City of El Paso
5300 E. Paisano Drive
El Paso, Texas 79905

Re: 405 & 415 Montana Avenue, 910 & 916 Kansas Street, and 400 & 416 Rio Grande Avenue

Whom it may concern:

In response to your zoning verification request concerning the referenced property, the following are our findings:

1. The properties are zoned A-2 (Apartment), C-1 (Commercial), and C-4 (Commercial):
   a. The purpose of **A-2 (Apartment)** district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.
   b. The purpose of **C-1 (Neighborhood Commercial)** district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.
   c. The purpose of **C-4 (Regional Commercial)** district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.

2. The purposed use of Multi-family dwellings closely resembles “Apartment (five or more units)”, which is permitted in all of above zoning districts.

3. Apartment (five or more units)” is defined in Section 20.02.074 of the El Paso Municipal Code as a building or part of a building containing five or more attached dwelling units.
4. There are Supplemental Use Regulations. Further information can be found in the text of Supplemental Use Regulations 20.10.380 – Multifamily dwellings, which is attached to this document.

5. There is a condition imposed on the 405 Montana Avenue and 400 Rio Grande Avenue properties by Ordinance No. 018352 that bars, nightclubs, liquor stores, tattoo parlors, convenience store with gas pumps, commercial fueling station, and retail tobacco store and smoking establishments as defined in Title 9 of the El Paso City Code shall be prohibited, the information can be found in the text of Zoning Condition Ordinance, which is attached to document.

6. There is a Special Permit imposed by Ordinance No. 018353, dated May 12, 2015, to allow for off-street parking serving another property located at 405 & 415 Montana Avenue, and 400 & 416 Rio Grande Avenue properties. Further information can be found in the text of Special Permit No. PZST14-00027, which is attached to this document.

7. The 910 N. Kansas property is a registered legal non-conforming for setbacks and on-site parking for the existing apartment building.

8. This letter does not constitute a building permit.


10. Please note that this letter is made pursuant to information made available to the zoning administrator by you and other sources. This letter is subject to change upon a finding that important information was omitted, misrepresented, or incorrect. A letter issued by the zoning administrator does not waive any requirements of the El Paso City Code. An applicant holding a zoning determination remains solely responsible for complying with the El Paso City Code.

If you have any questions regarding this letter, please call me at (915) 212-1603.

Sincerely,

Andrew Salloum
Senior Planner

Attachment: Zoning Map, Condition imposed by Ordinance No. 018352, Special Permit imposed by Ordinance No. 018353, and Supplement use regulations 20.10.380 – Multifamily dwellings
AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 15 AND ALL OF LOT 16, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, 400 RIO GRANDE AVENUE AND 405 MONTANA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO C-1 (COMMERCIAL), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Lot 15 and all of Lot 16, Block 266, Campbell Addition and Lots 11 through 12, Block 266, Campbell Addition, 400 Rio Grande Avenue and 405 Montana Avenue, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from A-2 (Apartment) to C-1 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That bars, nightclubs, liquor stores, tattoo parlors, convenience store with gas pumps, commercial fueling station, and retail tobacco store and smoking establishments as defined in Title 9 of the El Paso City Code shall be prohibited.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 12th day of May, 2015.

THE CITY OF EL PASO

Oscar Lesser
Mayor
APPROVED AS TO FORM:

Karla M. Knepper
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
Planning & Inspections Department
AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST14-00027, TO ALLOW FOR OFF-STREET PARKING SERVING ANOTHER PROPERTY, ON THE PROPERTY DESCRIBED AS LOTS 1 THROUGH 10, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY TEXAS; LOTS 17 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS; A PORTION OF LOT 15 AND ALL OF LOT 16, BLOCK 266 CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, 400 RIO GRANDE AVENUE, 416 RIO GRANDE AVENUE, 405 MONTANA AVENUE AND 415 MONTANA AVENUE PURSUANT TO SECTION 20.10.410, OFF STREET PARKING SERVING ANOTHER PROPERTY OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, ASLM, LTD has applied for a Special Permit for off-street parking serving another property under Section 20.10.410 of the El Paso City for retail development; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.10.410 and 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a C-4 (Commercial) and C-1 (Commercial) Zone District:

   Lots 1 through 10, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; Lots 17 through 20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; A portion of Lot 15 and all of Lot 16, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, and Lots 11 through 12, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, 400 RIO GRANDE AVENUE, 416 RIO GRANDE AVENUE, 405 MONTANA AVENUE and 415 MONTANA AVENUE and more particularly described by metes and bounds on the attached Exhibit "A" incorporated by reference; and,
2. That the City Council hereby grants a Special Permit under Section 20.10.410 off-street parking serving another property and 20.04.320 of the El Paso City Code, and,

3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) and C-1 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST14-00027 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,

5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

6. That bars, nightclubs, liquor stores, tattoo parlors, convenience store with gas pumps, commercial fueling station, and retail tobacco store and smoking establishments as defined in Title 9 of the El Paso City Code shall be prohibited.

ADOPTED this 12th day of May, 2015.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richard Duffey Momsen
City Clerk

APPROVED AS TO FORM:

Karla M. Newman
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
Planning & Inspections Department

ORDINANCE NO. 018353
AGREEMENT

ASLM, LTD, owner, referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-4 (Commercial) and C-1 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 12th day of May, 2015.

ASLM, LTD:

By: Alan Macoy G.P. Pres.

(name/title)

(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this ______ day of 2015, by Alan Macoy, as General Partner President of ASLM, LTD.

Michelle Armendariz
Notary Public, State of Texas
Notary's Printed or Typed Name:

Michelle Armendariz

My Commission Expires: 2-18-2019

ORDINANCE NO. 018353

PZST14-00027
EXHIBIT "A"
20.10.380 - Multifamily dwellings.

A. In the A-1 (Apartment) zoning district: single-family attached dwellings (other than
duplexes) and apartments hereafter erected or structurally altered shall have:
   1. No more than four units per structure;
   2. The following minimum distances between structures, except that structures
      may be separated by carports or garages under a common roof:
         a. Structures side by side: at least ten feet,
         b. Structures side by front or rear: at least twenty feet,
         c. Structures facing front to front or front to rear: at least forty feet,
         d. Structures backing rear to rear: at least ten feet;
   3. One additional foot of side yard for each unit the rear of which is on the side
      yard abutting the side yard of the adjoining property or a side street;
   4. All yards may be used for access, service, on-site parking or other open use,
      except that a minimum of twenty percent of the required front yard shall be
      landscaped.

B. In the A-2 zoning district: single-family attached dwellings (other than duplexes)
   and apartments hereafter erected or structurally altered shall have:
   1. One additional foot of side yard for each unit the rear of which abuts upon
      the side yard of the adjoining property or a side street;
   2. All yards may be used for access, service, on-site parking or other open use,
      except that a minimum of twenty percent of the required front yard shall be
      landscaped.

C. In the A-3 zoning district: single-family attached dwellings (other than duplexes)
   and apartments hereafter erected or structurally altered shall have:
   1. One additional foot of side yard for each unit the rear of which abuts upon
      the side yard of the adjoining property or a side street;
   2. All yards may be used for access, service, on-site parking or other open use,
      except that a minimum of twenty percent of the required front yard shall be
      landscaped.

D. In the A-M (Apartment-Manufactured home) district: single-family attached
dwellings (other than duplexes) and apartments hereafter erected or structurally
altered shall have the following requirement:
All yards may be used for access, service, on-site parking or other open use, except that a minimum of twenty percent of the required front yard shall be landscaped.

E. Commercial Districts. No uses other than dwellings, except the office of the manager of the apartments, shall be permitted in the dwelling units or in portions of the building designed for apartment use. Listed commercial uses are permitted in an apartment building when such uses are grouped together on floors below or above those floors designated for apartment use, except that the ground floor level of an apartment building may be used for dwelling units and permitted commercial uses when the commercial uses are grouped together. Retail shops are permitted on ground level floors or basements only.

(Ord. 16653 § 2 (part), 2007)
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Q3 Flood Data

The FEMA Q3 Flood data were developed by scanning the existing FIRM hardcopies that were generated in the mid 1980s. Most have never been updated. Only 133 out of 254 counties in Texas were mapped. The maps should be considered an advisory tool for general hazard awareness, education, and flood plain management.

- **Zones A, AE, AH, V and VE**
  Special Flood Hazard Areas subject to inundation by the 1% Annual Chance Flood Event. The 1% annual chance is also known as the 100-year flood or base flood and has a 1% chance of being equaled or exceeded in any given year.

- **Zone X500**
  Other Flood Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than less than 1 square mile; and areas protected by levees from 1% annual chance flood.

- **Zone X**
  Other Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain.

- **Floodway**
  Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

- **Zone D**
  Undetermined Risk Areas - Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

- **Area Not Included**
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
Attendance Zones

Let us help you find the school closest to your home. Enter your address below and we will let you know what is your neighborhood school.

Search Criteria

House Number:
405

Street Name:
Montana

Results

Boundary · Exact Matches 0
Boundary · Soft Matches 1
Boundary · Street Name Matches 641

Boundary · Soft Matches

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← Back to Search Form
Boundary Maps

Elementary  Middle School  High School

Map  Satellite

Address: 405 Montana El Paso

Show On Map

Site
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**MESITA EL (071902130) - EL PASO ISD**

### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

### Distinction Designations

- **ELA/Reading**: Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Not Earned
### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
EL PASO H S (071902006) - EL PASO ISD

Accountability Rating Summary

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Identification of Schools for Improvement
This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

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2020 HTC Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules

NA
2020 HTC
Full Application

Part 2 Tab 9

Site Information Form Part II
Site Information Form Part II

Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

   - Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

   AND

   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).

   OR

   - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   Development Census Tract #

   Contiguous Tract Quartile

   Contiguous Census Tract #

   Contiguous Tract Quartile

   **Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.**

   - pharmacy (1 point)(1 mile)

   - health-related facility (1 point)(3 miles)

   - licensed center serving children (1 point)(2 miles)

   - public library (1 point)(1 mile)

   - university or community college (1 point)(5 miles)

   - indoor recreation facility available to public (1 point)

   - outdoor recreation facility available to public (1 point)

   **Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.**

   - community, civic or service organization (1 point)(1 mile)

   - delivered meals service (1 point)

   - A or B-rated public school (1 point)

   - census tract with ≥27% associate degrees adults ≥25 (1 point)

   - census tract with crime rate of ≤26 per 1k persons (1 point)

   - licensed center serving children (1 point)(2 miles)

   - university or community college (1 point)(5 miles)

   - indoor recreation facility available to public (1 point)

   - outdoor recreation facility available to public (1 point)

   - A or B-rated public school (1 point)

   - health-related facility (1 point)(1 mile)

   - licensed center serving children (1 point)(2 miles)

   - public library (1 point)(1 mile)

   - university or community college (1 point)(5 miles)

   - indoor recreation facility available to public (1 point)

   - outdoor recreation facility available to public (1 point)

   - community, civic or service organization (1 point)(1 mile)

   - delivered meals service (1 point)

   - A or B-rated public school (1 point)

   - census tract with ≥27% associate degrees adults ≥25 (1 point)

   - census tract with crime rate of ≤26 per 1k persons (1 point)

   - licensed center serving children (1 point)(2 miles)

   - university or community college (1 point)(5 miles)

   - indoor recreation facility available to public (1 point)

   - outdoor recreation facility available to public (1 point)

   **No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.**

   Application is seeking points for Opportunity Index.

   Total Points Claimed: 0

   If necessary, provide a brief summary of how the Development Site is justifying the points selected:

   2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

   Applications may qualify for up to five (5) points for proposed Developments located in **ONE** of the following areas:

   - Wholly or partially within a Colonia (2 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)

   - Entirely within the boundaries of an Economically Distressed Area (1 point);

   Yes

   2/25/2020
(Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);

- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

**Application is seeking points for Undererved Area.**

**Total Points Claimed:**

1

3. **Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

A. **Proximity to the Urban Core**

- Application is not in the At-Risk Set-Aside; AND

- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR

- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

B. **Proximity to Jobs (select one)**

- Application is not in the At-Risk or USDA Set-Aside; AND

- The Development is located within 1 mile of 16,500 jobs. (6 points)

- The Development is located within 1 mile of 13,500 jobs. (5 points)

- The Development is located within 1 mile of 10,500 jobs. (4 points)

- The Development is located within 1 mile of 7,500 jobs. (3 points)

- The Development is located within 1 mile of 4,500 jobs. (2 points)

- The Development is located within 1 mile of 2,000 jobs. (1 point)

**Application is seeking points for Proximity to Job Areas**

**Total Points Claimed:**

6

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

**Region:** 13 Urban

- Yes Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)

- X No points were claimed for Opportunity Index.

- X Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

- X The CRP Packet has been completed and is included behind Tab 10.

**Application is seeking points for Concerted Revitalization.**

**Total Points Claimed:**

7

2/25/2020
5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

<table>
<thead>
<tr>
<th>Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)</th>
</tr>
</thead>
</table>

Application is seeking points for Declared Disaster Area.  
Total Points Claimed: 0

6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

Application meets all of the following requirements: (5 points)

- Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
- Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
- Application includes acknowledgement from all lenders and the syndicator of the required closing date.
- Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
- Application includes evidence that appropriate zoning will be in place at award.
- Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.
- Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

Application is seeking points for Readiness to Proceed.  
Total Points Claimed: 0
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for Site Information Form Part II
Supporting Documentation for the Site Information Form Part II

**n/a** Opportunity Index (Competitive HTC and Direct Loan Only)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate
  
  [https://www.neighborhoodscout.com](https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community
  
  [http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm)
- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.): evidence of costs or membership fees, age restrictions, as applicable

**x** Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

- For Colonia:
  
  n/a
- Evidence from Attorney General of Colonia boundaries; and
  
  [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
  
  Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
- Map showing development site boundaries, relative to EDA boundaries.
- For other items:
  
  Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

**x** Proximity to Job Areas (Competitive HTC Only)

- Proximity to Urban Core
- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

2/25/2020
Proximity to Jobs

☐ US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)

x Concerted Revitalization Plan (Competitive HTC Only)

x CRP Packet, including backup documentation for amenities is inserted behind this tab.

n/a Declared Disaster Area: (Competitive HTC Only)

☐ The county in which the Development Site is located is listed on the 2020 List of Declared Disaster Areas (no further documentation is required).

☐ The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

☐ Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

n/a Readiness to Proceed (Competitive HTC Only)

☐ Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

☐ Certification regarding closing deadline

☐ Acknowledgement(s) of closing deadline from lenders and syndicator

☐ Certification regarding construction contract signing deadline

☐ Evidence that appropriate zoning will be in place at award (July 23, 2020).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
2020 HTC Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This application qualifies for 1 point under the following subsection:

(B) The Development Site is located entirely within the boundaries of an Economically Distressed Area that has been awarded funds by the Texas Water Development Board in the previous five years ending at the beginning of the Application Acceptance Period (1 point);

The 2020 QAP definition is Economically Distressed Area is as follows:

(44) Economically Distressed Area—An area that is in a census tract that has a median household income that is 75% or less of the statewide median household income and in a municipality or, if not within a municipality, in a county that has been awarded funds under the Economically Distressed Areas Program administered by the Texas Water Development Board. Notwithstanding all other requirements, for funds awarded to another type of political subdivision (e.g., a water district), the Development Site must be within the jurisdiction of the political subdivision.

This application is located in census tract 48141001600, which has a median household income of $20,780, which is 75% or less than the statewide median household income of $57,051.

The El Paso PSB (Public Service Board) was awarded EDAP funds within the previous five years on 12/13/2018. The El Paso PSB oversees El Paso’s water and wastewater systems. Nuestra Senora is located within the service area of the El Paso PSB.
Census Tract Map
Nuestra Senora

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
# Project Funding Summary

Filters applied to this report and term definitions are shown on the last page.

<table>
<thead>
<tr>
<th>Commitment #</th>
<th>Program</th>
<th>Commitment Status</th>
<th>Commitment Date</th>
<th>Closing Date</th>
<th>Commitment Amount</th>
<th>Principal Forgiven</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1000480</td>
<td>EDAP</td>
<td>Active</td>
<td>12/01/2015</td>
<td>05/20/2016</td>
<td>2,800,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>G1000915</td>
<td>EDAP</td>
<td>Active</td>
<td>12/13/2018</td>
<td>04/23/2019</td>
<td>11,450,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>L1000914</td>
<td>EDAP</td>
<td>Active</td>
<td>12/13/2018</td>
<td>04/23/2019</td>
<td>1,415,000.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Project Commitment**: $15,665,000.00  
**Total Principal Forgiven**: $0.00

## El Paso PSB

**Project #/Name**: 10438 / Montana Vista Wastewater System  
**County**: El Paso

<table>
<thead>
<tr>
<th>Commitment #</th>
<th>Program</th>
<th>Commitment Status</th>
<th>Commitment Date</th>
<th>Closing Date</th>
<th>Commitment Amount</th>
<th>Principal Forgiven</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1000480</td>
<td>EDAP</td>
<td>Active</td>
<td>12/01/2015</td>
<td>05/20/2016</td>
<td>2,800,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>G1000915</td>
<td>EDAP</td>
<td>Active</td>
<td>12/13/2018</td>
<td>04/23/2019</td>
<td>11,450,000.00</td>
<td>0.00</td>
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<tr>
<td>L1000914</td>
<td>EDAP</td>
<td>Active</td>
<td>12/13/2018</td>
<td>04/23/2019</td>
<td>1,415,000.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Project Commitment**: $15,179,000.00  
**Total Principal Forgiven**: $0.00

## Glen Rose

**Project #/Name**: 10434 / Wastewater Treatment Plant Expansion  
**County**: Somervell

<table>
<thead>
<tr>
<th>Commitment #</th>
<th>Program</th>
<th>Commitment Status</th>
<th>Commitment Date</th>
<th>Closing Date</th>
<th>Commitment Amount</th>
<th>Principal Forgiven</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1000455</td>
<td>EDAP</td>
<td>Active</td>
<td>10/28/2015</td>
<td>07/12/2016</td>
<td>3,520,000.00</td>
<td>0.00</td>
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<tr>
<td>L1000453</td>
<td>EDAP</td>
<td>Active</td>
<td>10/28/2015</td>
<td>07/12/2016</td>
<td>3,520,000.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Project Commitment**: $7,040,000.00  
**Total Principal Forgiven**: $0.00
## Project Funding Summary

Filters applied to this report and term definitions are shown on the last page.

<table>
<thead>
<tr>
<th>Closing Date between: NO Minimum Date  and NO Maximum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Status Filter: Active, Revoked, Completed, Terminated, Withdrawn</td>
</tr>
<tr>
<td>County Filter: ALL</td>
</tr>
<tr>
<td>Legislative Filter: ALL</td>
</tr>
<tr>
<td>Responsible Authority Filter: ALL</td>
</tr>
</tbody>
</table>

### Terms & Definitions:

**Project Status:** Current status of the overall project.
- **Active:** Project is Active from the time an application is received until the intended purpose of the project for which funding is provided is completed.
- **Completed:** The project is considered complete at the time the intended purpose of the project has been satisfied.
- **Terminated:** A project for which a portion of the committed funds have already been disbursed but is stopped either due to an action taken by the entity receiving funding or by the Board.
- **Withdrawn:** A project for which the entity chooses not to utilize funding after submitting an application but prior to the first closing or the Board determines the project cannot be funded.

**Project Phase:** Current phase of the Project.
- **All Phases** – A project with a commitment.
- **Active** – Applies only to a PAD project (Planning, Acquisition & Design) that has not been completed.
- **Complete** – Applies only to PAD projects that have been completed.
- **Pre-Commitment** – An application has been received, creating the project but has not yet received a commitment from the Board at a Board meeting.
- **Pre-Construction** – Projects that have received a commitment from the Board but have not started. Period of time prior to the start date of the first construction contract. (Projects that only show XX Future Contracts)
- **Construction** – A project that is under construction. The phase begins at the start date of the first contract until the final date of the last completed contract.
- **Not Complete** – A project either in Pre-construction or Construction and PAD Active. Work on the project has not yet been completed.
- **Post-Construction** – The end of all construction contracts of a project; no active contracts remain.
- **Inactive** – A project that had its commitment withdrawn or canceled.

**Commitment:** Financial assistance provided to an entity in the form of a loan or grant.

**Commitment #:** An alphanumeric identifier for a loan or grant provided to the entity.

**Principal Forgiveness:** Funds not required to be repaid by the applicant.

**Program:** The funding program under which the commitment was provided.
- **CWSRF:** Clean Water State Revolving Fund
- **DWSRF:** Drinking Water State Revolving Fund
- **EDAP:** Economically Distressed Areas Program
- **CWTAP:** Colonia Wastewater Treatment Assistance Program
- **RWAF:** Rural Water Assistance Fund
- **TWRFA:** Texas Water Resources Finance Authority
- **WAF:** Water Assistance Fund
- **WDF:** Water Development Fund
- **WIF:** Water Infrastructure Fund
- **SP:** State Participation

**Commitment Status:** Current status of any given loan or grant.
- **Application:** An application has been received and is under review but funding has not been committed.
- **Commitment:** The Board has approved the funding but the loan has not closed or the grant has not been executed.
- **Active:** The loan has been closed or grant has been executed. Commitment remains active until all funds have been expended and all repayments are received.
- **History:** The commitment has been closed out and all required repayments received.
- **Withdrawn:** The entity withdrew its request for funding.

**Commitment Date:** The date the Board approved, by resolution, the commitment.

**Closing Date:** The date the loan was closed or grant was executed and the funds could first be accessed.

**Name:** Name of US Senator, US House Representative, Texas Senator, or Texas House Representative.

**District Code:**
- **U:** US Senate
- **C:** US Congress
- **S:** Texas Senate
- **H:** Texas House
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

**Table: Median Household Income in the Past 12 Months (in 2017 Inflation-Adjusted Dollars)**

<table>
<thead>
<tr>
<th>Texas</th>
<th>Median household income in the past 12 months (in 2017 inflation-adjusted dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimate</td>
</tr>
<tr>
<td>Texas</td>
<td>57,051</td>
</tr>
</tbody>
</table>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An ‘***’ entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An ‘*’ entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An ‘-’ following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An ‘+’ following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An ‘****’ entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An ‘*****’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An ‘N’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An ‘(X)’ means that the estimate is not applicable or not available.
Public Service Board

El Paso Water is governed by the Public Service Board, which consists of the Mayor of the City of El Paso and six board members, who are appointed by the City Council. Board members serve four-year terms.

In 1952, City ordinance gave complete oversight of El Paso's water and wastewater systems to the Public Service Board (PSB). In 2008, at City Council's direction, the PSB gained the oversight of the City's stormwater utility.

The PSB adopts an annual combined operating, capital and debt service budget for El Paso Water with associated rates and fees for services. The PSB has the responsibility to issue updates to its Rules and Regulations, which have the force of law.
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core
Proximity to Urban Core

Nuestra Senora
AGENDA FOR REGULAR COUNCIL MEETING

January 7, 2020
COUNCIL CHAMBERS, CITY HALL
9:00 AM

AND

AGENDA REVIEW MEETING
300 N. CAMPBELL
MAIN CONFERENCE ROOM, 2ND FLOOR
January 6, 2020
9:00 AM

ROLL CALL

INVOCATION BY INVOCATION BY POLICE, FIRE AND CIMA HOSPICE CHAPLAIN, SAM L. FARIAONE

PLEDGE OF ALLEGIANCE

Boy Scout Troop 4 at the invitation of Mayor Dee Margo

Roei Belkin
Nathan Perez
Mauricio Posadas
Fernando Sepulveda
Christopher Torres

MAYOR'S PROCLAMATIONS

1. Crime Stoppers Month

2. National Human Trafficking Awareness Week

RECOGNITIONS BY MAYOR

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.
Supporting Documents:
Proximity to Jobs

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan
Supporting Documents:
Declared Disaster Area

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
2020 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
20190 – Nuestra Senora  
Application Deficiency Response 5/29/2020  

1. Provide an explanation as to whether or not there are any existing structures on the subject site. The Development Cost Schedule appears to have a Demolition cost.

   The site is currently improved with a vacant commercial building that will be razed to allow for construction of the proposed development.

2. Site Information Form Part III: Review section 2 and confirm whether or not the Seller is affiliated with the Applicant. If this is an Identity of Interest transaction explain why an Appraisal wasn’t submitted.

   This is not an identity of interest transaction. The site was purchased from a non-related third party entity, ASLM LTD on March 20, 2020. See attached Special Warranty Deed. The ground lease information provided in the application was intended as additional information on how the property was being contributed to the partnership.

3. Identify where or provide an explanation as to where the structured parking costs are documented.

   See attached letter from the General Contractor.
1. **Site Acreage**

   Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.72</td>
<td>0.72</td>
<td>NA</td>
<td>1.44</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: 0.72
   Feasibility Report Engineer’s Plan: 0.72

   (*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

   Please provide an explanation of any discrepancies in site acreage below:

   The ESA includes the entire block which is larger than the development site.

2. **Site Control [10 TAC §11.204(10)]**

   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASLM Limited</td>
<td>Susan Daw</td>
<td>804 Cherry Hill Ln.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Paso</td>
<td>TX</td>
<td>7912</td>
<td>4/5/12</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

   If “Yes,” please explain: Housing Authority of City of El Paso will purchase the property and lease to EP Nuestra Senora, LP

   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

   Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

   Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>same owner for the past 36 months</td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.
   - [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [x] Contract for lease.

   Expiration of Contract or Option: 3/31/20  Anticipated Closing Date: 11/1/20

   - [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [ ] The Property has the following encumbrance(s):

   If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

   The Housing Authority of City of El Paso has a contract on the property and then will purchase the property and lease it to EP Nuestra Senora, LP

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
Evidence of an easement, leasehold, or similar documented access; and
Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]

Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. 30% increase in Eligible Basis "Boost" [9% and 4% HTC Only] [10 TAC §11.4(c)]

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.**
  *Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

If a revised form is submitted, date of submission: ____________________________
2020 HTC Full Application

Part 2 Tab 12

Supporting Documentation for Site Information Form Part III
Site Control Documentation

- Evidence of Site Control as described in 10 TAC §11.204(10)
  - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).

- Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).

- Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).

- If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Ingress/Egress and Easements

- Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

Re-platting or Vacating Requirement

- Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

Title Commitment or Policy

- Documentation required by 10 TAC §11.204(12) is included.

Increase in Eligible Basis (30% Boost)

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.

- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.

- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:

https://www.cdffund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx

2/25/2020
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
  Site Control
Contract for Ground Lease  
(EP Nuestra Senora, LP)

This Contract for Ground Lease (this “Agreement”) is made and entered into as of the 1st day of January 2020 by and between the Housing Authority of the City of El Paso, a Texas public body corporate and politic organized under the laws of the State of Texas (“Housing Authority”), and EP Nuestra Senora, LP, a to-be-formed Texas limited partnership (the “Partnership”).

RECITALS:

A. The Housing Authority, the owner of the property that is the subject of this Agreement, desires to enter into a long-term ground lease with the Partnership in order to allow the Partnership to lease that certain property located in El Paso, Texas, which is more fully described on Exhibit “A” attached hereto, and to develop a multifamily rental project to be known as the Nuestra Senora Apartments (the “Project”).

B. The Housing Authority is an affiliate of the sole member of the general partner of the Partnership. The Partnership will be formed to syndicate the low income housing tax credits sought for the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Upon and subject to the following terms and conditions, the Housing Authority agrees to lease to the Partnership and the Partnership agrees to lease from the Housing Authority, the following real property (collectively, the “Property”): (a) the parcels of land situated in the City of El Paso, El Paso County, Texas, as more particularly described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Land”); and (b) all rights, titles and interest of the Housing Authority in and to any easements, privileges, licenses, permits, rights-of-way, subterranean pedestrian tunnel or passageway, or rights of ingress or egress appurtenant to the Land (the “Rights”). Ownership of any future buildings, structures and improvements hereinafter placed, constructed or installed on the Land (collectively, the “Improvements”), will pass to the Housing Authority upon termination or expiration of the lease.

2. Closing. The consummation of the lease of the Property contemplated under this Agreement (the "Closing") shall occur on or about November 1, 2020, but not later than May 1, 2021 (the "Closing Date"). The Closing shall take place at the offices of the Housing Authority in El Paso, Texas, unless otherwise agreed to by the Partnership and the Housing Authority. NOTWITHSTANDING THE FOREGOING, THIS CONTRACT FOR LEASE SHALL BE VALID FOR THE ENTIRE PERIOD THE PROJECT IS UNDER CONSIDERATION FOR LOW INCOME HOUSING TAX CREDITS.

3. Earnest Money. On the date of its execution of this Agreement, the Partnership shall deposit or cause to be deposited with the Housing Authority the sum of $100 (the "Earnest Money") in cash by wire transfer of immediately available funds, or by check, to be held by the Housing Authority and delivered in accordance with the provisions of this Agreement. The
Earnest Money becomes nonrefundable at 4:00 p.m. on March 31, 2018, unless this Agreement is terminated by the Partnership as provided in Paragraph 8 of this Agreement.

4. **Lease.** Subject to the terms and provisions set forth in this Agreement, the Property shall be leased to the Partnership pursuant to a Ground Lease containing, among other provisions, the following terms and conditions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Seventy-five (75) years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rental</strong></td>
<td>An upfront ground lease payment of $1,062,500 to be paid at partnership closing</td>
</tr>
<tr>
<td><strong>Construction Obligations of Lessee</strong></td>
<td>Lessee shall construct new Improvements on the site</td>
</tr>
<tr>
<td><strong>Use</strong></td>
<td>Low income residential rental units, together with supportive and community services for the tenant population</td>
</tr>
<tr>
<td><strong>RAD Provisions</strong></td>
<td>To the extent this Lease may be used in connection with a Rental Assistance Demonstration Program project (“RAD”), the Lease shall contain provisions in substantially the form of the following:</td>
</tr>
<tr>
<td></td>
<td>HUD Consent. Notwithstanding anything in this Lease to the contrary, the Project shall not be conveyed, subleased (other than to Qualified Tenants), or transferred during the Regulatory Period without the prior written approval of HUD.</td>
</tr>
<tr>
<td></td>
<td>Conflicts Relating to RAD Use Agreement. Tenant hereby acknowledges that the Project is subject to the RAD Use Agreement and all applicable regulatory and statutory requirements associated therewith. Notwithstanding any provisions to the contrary herein, the provisions of the RAD Use Agreement are paramount and controlling as to the rights and obligations set forth in this Lease and the Lease is hereby subordinated to the RAD Use Agreement. The provisions of the RAD Use Agreement supersede any other conflicting requirements set forth in this Lease.</td>
</tr>
</tbody>
</table>

5. **Title Commitment.** The Partnership will obtain a title commitment (the “**Title Commitment**”) covering the Property, together with copies of all title exception items shown on Schedules B and C thereof within ninety (90) days of the date hereof.

6. **Physical Inspection.** The Partnership shall have the right, at the Partnership's sole cost and expense, to examine and inspect the Property and the Improvements at any reasonable time. The Partnership shall and does hereby indemnify and hold the Housing Authority harmless from and against any and all liability, loss, cost, expense and damage caused to or incurred by the Housing Authority or the Property or the Improvements by any acts or omissions of the Partnership (or its
agents or representatives) in connection with such inspection, and this indemnification shall survive the termination of this Agreement. Any information relating to the Property or the Improvements provided by the Housing Authority to the Partnership or obtained by the Partnership in the course of its inspection shall be treated as confidential information by the Partnership, to be made available only to such persons as may be reasonably necessary to properly evaluate the Property and/or as may be needed by the Partnership to secure financing, tax credits or investments for the Project.

7. **Review and Inspection.** The Partnership shall have a period of time commencing on the Effective Date (as hereinafter defined) and ending at 4:00 p.m. on March 31, 2020 within which to inspect and review all aspects of the Property and the Improvements. The Partnership shall have the opportunity to inspect the Property and the Improvements and conduct such environmental, engineering, marketing and economic feasibility studies as the Partnership deems appropriate, review the Title Commitment and the Survey, to review the books and records of the Property and Improvements, to examine and review all contracts which relate to the Property and Improvements, examine and review the terms of the proposed Lease, inspect and test the physical condition of the Land and the Improvements, and to examine, study and otherwise become adequately familiar with the physical and financial condition of the Property. The Housing Authority shall have no obligation to cure or remove any objections to the Property or the Improvements.

8. **Right to Terminate.** On or before 4:00 p.m. on March 31, 2020, the Partnership may terminate this Agreement for any reason, whereupon the Earnest Money (less $50.00 payable to the Housing Authority as independent consideration for the right to inspect the Property) shall be refunded to the Partnership and neither party shall have further rights or obligations pursuant to this Agreement. If the Partnership fails to give Notice to the Housing Authority on or before 4:00 p.m. on March 31, 2020 of its termination of this Agreement, the Earnest Money shall be nonrefundable and the Partnership shall be deemed to have waived any and all objections to the Property and elected to proceed with the Closing on the terms and conditions provided herein, subject only to the Housing Authority's satisfaction or removal of all matters listed in Schedule C of the Title Commitment.

9. **Disclaimer.**

9.1 **No Reliance.** The Partnership acknowledges and agrees that upon the Closing, the Partnership shall have had ample opportunity to review documents concerning the Property and the Improvements, to conduct physical inspections of the Property, including, without limitation, inspections regarding the structural and environmental condition of the Property and Improvements, and to conduct such marketing and economic feasibility studies as the Partnership deems appropriate. The Partnership hereby represents, warrants and agrees that as of the Closing, (a) the Partnership shall have examined the Property and Improvements and will be familiar with the physical condition thereof; (b) the Partnership shall have conducted such investigations of the Property and Improvements (including, without limitation, the structural and environmental condition thereof) as the Partnership has deemed necessary to satisfy itself as to the condition of the Property and Improvements and the existence or nonexistence, or curative action to be taken with respect to, any hazardous or toxic substances on or discharge from the Property; (c) neither the Housing Authority nor any affiliate, agent, officer, attorney, employee or representative of any
of the foregoing have made any written or oral representations, warranties, promises or guarantees whatsoever to the Partnership, express or implied, and in particular, that no such representations, warranties, guarantees or promises have been or will be made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Property or the Improvements or the offering or lease of the Property; and (d) the Partnership has not relied and will not rely upon any representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property and Improvements provided or made by the Housing Authority or their respective affiliates, agents, officers, attorneys, employees or representatives. The Partnership shall elect to lease the Property only after having made and relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the Improvements and the facts and circumstances related thereto. Without limiting the generality of the foregoing, the Partnership acknowledges and agrees that the Housing Authority has no obligation to disclose to the Partnership, and shall have no liability for its failure to disclose to the Partnership, any information known to it relating to the Property or the Improvements.

9.2 Disclaimers. THE PARTNERSHIP ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE LEASED TO THE PARTNERSHIP, AND THE PARTNERSHIP SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". THE HOUSING AUTHORITY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE IMPROVEMENTS. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE OR ANY OTHER DISCLAIMER SET FORTH HEREIN, THE HOUSING AUTHORITY AND THE PARTNERSHIP HEREBY AGREE THAT THE HOUSING AUTHORITY HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO (A) THE NATURE OR CONDITION, PHYSICAL OR OTHERWISE, OF THE PROPERTY OR THE IMPROVEMENTS OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (B) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE IMPROVEMENTS, OR THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (C) THE SOIL CONDITIONS, DRAINAGE CONDITIONS, TOPOGRAPHICAL FEATURES, ACCESS TO PUBLIC RIGHTS-OF-WAY, AVAILABILITY OF UTILITIES OR OTHER CONDITIONS OR CIRCUMSTANCES WHICH AFFECT OR MAY AFFECT THE PROPERTY OR ANY USE TO WHICH THE PARTNERSHIP MAY PUT THE PROPERTY, (D) ANY CONDITIONS AT OR WHICH AFFECT OR MAY AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL OR OTHERWISE, (E) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY, OR ANY PART THEREOF, (F) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER THE PROPERTY OR THE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE ABSENCE OF
ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER OR ADJACENT TO THE PROPERTY AND THE IMPROVEMENTS, (G) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OR USE OF THE PROPERTY WITH ANY APPLICABLE RESTRICTIVE COVENANTS, OR WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY ZONING LAWS OR REGULATIONS, ANY BUILDING CODES, ANY ENVIRONMENTAL LAWS, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101 ET SEQ.). THE PARTNERSHIP RECOGNIZES AND AGREES THAT UPON CLOSING, THE PARTNERSHIP SHALL BEAR THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, VIOLATIONS OF ANY APPLICABLE LAWS, CONSTRUCTION DEFECTS, COST OVERRUNS, AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE PARTNERSHIP’S INVESTIGATIONS, AND THE PARTNERSHIP, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE HOUSING AUTHORITY AND ITS AFFILIATES, AGENTS, OFFICERS, ATTORNEYS, EMPLOYEES OR REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOW OR UNKNOWN, WHICH THE PARTNERSHIP MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE HOUSING AUTHORITY AT ANY TIME BY REASON OF OR ARISING OUT OF ANY VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS), CONSTRUCTION DEFECTS, COST OVERRUNS, PHYSICAL CONDITIONS, AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY OR THE IMPROVEMENTS.

9.3 Survival of Disclaimers. The Housing Authority and the Partnership agree that the provisions of this Section 9 shall survive Closing.

10. Authorization.

(a) The Partnership will deliver to the Housing Authority and the Title Company at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by the Housing Authority or the Title Company, and the Partnership will cause all persons or entities required by the Housing Authority or the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement (collectively, the “Partnership Authorization Documents”). The representations and warranties of the Partnership set forth in this Section 10(a) shall survive the Closing.
(b) The Housing Authority will deliver to the Partnership and the Title Company at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by the Partnership or the Title Company, and the Housing Authority will cause all persons or entities required by the Partnership or the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement (collectively, the “Housing Authority Authorization Documents”). The representations and warranties of the Housing Authority set forth in this Section 10(b) shall survive the Closing.

11. Title Policy. Upon the Partnership's request, the Housing Authority shall provide at Closing a Leasehold Owner Title Policy (the “Title Policy”) issued by the Title Company at the Partnership’s cost, naming the Partnership as the insured subject to such easements, covenants, restrictions recorded in the real property records of El Paso County (and which are set forth in Schedule B of the Title Commitment) and such other standard exceptions as are normally included in owner title insurance policies and which are acceptable to the Partnership.

12. Deliveries at Closing.

(a) At the Closing, the Housing Authority shall execute and deliver to the Partnership the following:

(i) the Ground Lease;

(ii) the Memorandum of Ground Lease;

(iii) the Housing Authority Authorization Documents;

(iv) reserved; and

(v) such other documents as the Housing Authority and the Partnership may have agreed to deliver at the Closing.

(b) At the Closing, the Partnership shall execute and deliver to the Housing Authority the following:

(i) the Ground Lease;

(ii) the Memorandum of Ground Lease;

(iii) the Partnership Authorization Documents;

(iv) reserved; and
such other documents as the Housing Authority and the Partnership may have agreed to deliver at the Closing.

13. **Default by the Partnership.** If the Partnership defaults hereunder, then provided the Housing Authority is not likewise in default hereunder, the Housing Authority may terminate this Agreement by giving Notice thereof to the Partnership, whereupon the Earnest Money, together with all interest accrued thereon, shall be paid to the Housing Authority as liquidated damages as the Housing Authority's sole and exclusive remedy hereunder, and neither party shall have any further rights or obligations pursuant to this Agreement, it being understood and agreed by the Partnership and the Housing Authority that actual damages in such event are uncertain in amount, difficult and inconvenient to ascertain and that the amount of the Earnest Money as liquidated damages was reasonably determined.

14. **Default by the Housing Authority.** If the Housing Authority defaults hereunder, then provided the Partnership is not likewise in default hereunder, the Partnership, as the Partnership's sole and exclusive remedy, may terminate this Agreement, whereupon the Earnest Money, together with all interest accrued thereon, shall be refunded to the Partnership, and neither party shall have any further rights or obligations pursuant to this Agreement.

15. **Condemnation.** If, prior to Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or sold in lieu of condemnation, the Partnership may either (a) terminate this Agreement, whereupon the Earnest Money, together with all interest accrued thereon, shall be refunded to the Partnership and neither party shall have any further rights or obligations pursuant to this Agreement, or (b) consummate the Closing, whereupon the award of the condemning authority shall be assigned to the Partnership at Closing, with no reduction or abatement in any amounts owed by the Partnership hereunder or under the Lease.

16. **Brokerage.** The Partnership and the Housing Authority each represent and warrant to the other that they have dealt with no brokers, finders or intermediaries of any kind in connection with this transaction. Each party hereto does hereby indemnify and agree to hold the other harmless from and against any and all causes, claims, demands, losses, liabilities, fees, commissions, settlements, judgments, damages, expenses and fees (including, but not limited to, reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees, compensation or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity as the result of any of its acts or the acts of its agents or representatives or as a result of its breach of its representations contained in this Section. The provisions of this Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. **Execution.** The execution of this Agreement by the first party to execute same shall constitute an offer to the other party which must be accepted by the execution hereof and the delivery of at least three (3) copies of this Agreement, properly executed, to the first party executing as herein provided, or delivery of same in person, before 4:00 p.m. on January 15, 2020, failing which such offer shall be automatically revoked.
18. **Notices.** All notices, requests and communications ("Notice") under this Agreement shall be given in writing and shall be (i) delivered in person, (ii) mailed by first class certified mail, postage prepaid, return receipt requested, or (iii) or sent by facsimile transmission followed by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to the Housing Authority:

Housing Authority of the City of El Paso, Texas  
5300 E. Paisano Drive  
El Paso, Texas 79905  
**Attention: CEO**  
Phone No: 915.849.3742

(b) If to the Partnership:

EP Nuestra Senora, LP  
5300 E. Paisano Drive  
El Paso, Texas 79905  
**Attention: Gerald W. Cichon**  
Phone No: 915.849.3742

Any Notice provided for herein shall become effective only upon and at the time of receipt by the party to whom it is given, unless such Notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received the date that it is mailed. Any party may, by proper Notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent or delivered.

19. **Miscellaneous.** The Housing Authority and the Partnership further agree as follows:

(a) The effective date (the “**Effective Date**”) of this Agreement shall be January 1, 2020.

(b) This Agreement may not be assigned by the Partnership without the prior written consent of the Housing Authority; any assignment hereunder, whether or not consented to by the Housing Authority, shall not act to release the Partnership from its obligations hereunder.

(c) Except as otherwise set forth herein, the representations, warranties, covenants and agreements of the parties set forth herein shall not survive the Closing and shall be merged therein.

(d) Should any action be brought which arises out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred.
(e) THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS.VENUE FOR ANY LEGAL ACTION BROUGHT BY EITHER PARTY HERETO SHALL LIE EXCLUSIVELY IN EL PASO COUNTY, TEXAS.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(g) In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

(h) The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

(i) This Agreement constitutes the entire, sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

(j) Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

(k) Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

(l) This Agreement shall have no binding effect on either party until executed by both parties hereto. Partnership shall additionally ratify this Agreement once formed.

(m) No modification, amendment or waiver of any portion of this Agreement shall be effective unless it is in writing and signed by the Housing Authority and the Partnership.

(n) This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto.
Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

This Agreement is executed to be effective as of the Effective Date.

**Housing Authority:**

Housing Authority of the City of El Paso, a Texas municipal housing authority

By: [Signature]

Name: Gerald W. Cichon  
Title: CEO

**Partnership:**

EP Nuestra Senora, LP, a to-be-formed Texas limited partnership

Paisano Nuestra Senora GP, LLC, a to-be-formed Texas limited liability company, its general partner

By: [Signature]

Name: Gerald W. Cichon  
Title: Authorized signatory
First Amendment to Option Agreement
For Purchase of Real Property

This First Amendment to Option Agreement for Purchase of Real Property (the “First Amendment”) is made entered into this 22nd day of February 2020 (the “Effective Date”) by and between ASLM, Ltd., a Texas limited partnership (“Seller”) and Housing Authority of the City of El Paso, a Texas municipal housing authority (“Purchaser”) to amend the Option Agreement for Purchase of Real Property executed on the 31st day of December 2018 (the “Option Agreement”). Capitalized terms not defined in this First Amendment have the meanings assigned to them in the Option Agreement.

Whereas, the Seller and Purchaser, based upon valid consideration, mutually desire to amend the Option Agreement on the terms set forth herein:

1. Purchaser paid the Option Fee and paid five Extension Term Fee payments on a timely basis to Seller.

2. Purchaser timely exercised its option to purchase the Property with an Option Exercise Date of January 30, 2020.

3. Purchaser and Seller intend and desire to close on the sale of the Property per the terms of the Option Agreement.

4. The Parties agree that the definition of “Closing Date” in “Section 1, entitled “Definitions”, in the Option Agreement is deleted in its entirety and replaced with the following:

   (g) “Closing Date” shall mean the date selected by Purchaser that is six (6) months or less from the Option Exercise Date, that is, by July 30, 2020.

5. The Parties agree to add to Section 1, entitled “Definitions,” of the Option Agreement, the following as Section 1(h)

   (h) “Entitlements” means, as the context requires, to the extent applicable, any rezoning, vacation, variance, subdivision and/or site plan approval, consent, release, amendment, approval for off-site and infrastructure improvements, tax abatement, tax increment financing, tax credit, and any other similar permit, approval, land use entitlement, financing, determination or assurance which Purchaser in its sole discretion deems necessary or desirable for the Property to be used for its intended use, including vacation of alley ways.

6. The Parties agree to add a new provision as Section 14 of the Option Agreement:


14.1 Entitlements Applicable to Property. Subject to the terms of this Section 14 with respect to any final action, prior to Closing Purchaser may, at Purchaser’s cost and in its sole discretion, apply for any Entitlements and/or to preliminarily satisfy any requirements necessary to
allow the Property to be used for Purchaser’s intended use. Seller agrees to fully cooperate and to reasonably assist Purchaser in pursuing any Entitlements and/or to preliminarily satisfy any requirements necessary to allow the Property to be used for Purchaser’s intended use, including executing documents and attending agency meetings and public hearings as may be reasonably necessary to process the Entitlements, provided that Seller shall not be required to incur any expense to third parties other than fees, if any, that may be due to counsel who have been engaged by Seller.

14.2 Entitlement Procedure. Notwithstanding the foregoing, in connection with the Entitlements and Seller’s execution of any document and/or cooperation and obligations, including, but not limited to Seller’s cooperation and obligations under Section 14.1, Seller will not be required to: (i) expend funds or pay any fees or expenses to third parties other than fees, if any, that may be due to counsel who have been engaged by Seller; (ii) encumber or restrict the Property or any other property owned or controlled by Seller; (iii) dedicate land either on or off site; or (iv) take any final action to rezone or change the Property in any way which would be binding upon Seller or the Property in the event the Closing does not take place or that would be binding upon, restrict or change the designation of other land owned or controlled by Seller. Purchaser will copy Seller on any information and submittals related to the Entitlements.

Purchaser acknowledges that while Purchaser may start and pursue a request for any Entitlement, and may obtain any permit, including a rezoning application or alley vacation application, required to develop the Property, provided, however, Purchaser is not authorized to take or consent to any final action to rezone, vacate, replat, subdivide, encumber, restrict or subject the Property in any manner to any governmental requirement including, but not limited to, the Entitlements (a “Property Condition Change”), prior to the Closing. Seller’s cooperation and performance under Section 14.1 will not be considered prior written consent for purposes of this Section 14.2. Purchaser acknowledges that Seller may be damaged by a Property Condition Change, and notwithstanding anything in this Agreement to the contrary, in the event that Purchaser makes a Property Change Condition prior to the Closing without Seller’s prior written consent (i) Seller may enforce specific performance (but not damages) under this Agreement and require the Closing to occur under the terms of this Agreement or (ii) in the event the Closing and funding do not occur on or before the Closing Date, upon written notice from Seller, Purchaser agrees, at its cost, to withdraw any application for the Entitlements and does hereby consent to the withdrawal of such applications by the Seller or his representatives in the event the Closing does not occur by the Closing Date.

Purchaser acknowledges that any restrictions, impositions or encumbrances arising out of the Entitlements will be deemed Permitted Exceptions to the extent the same are applicable to the Property. The terms of Section 14.2 shall survive Closing or termination of this Agreement.

7. The Parties further agree that Purchaser may close on the purchase of Parcels 1, 2, and 3 of the Property in one closing, separate and apart from a closing on Parcel 4. The division of costs shall be divided for each closing as set forth in the Option Agreement.

8. The Parties reserve all rights, remedies, claims, and defenses available to them under the Option Agreement and/or applicable law. Nothing herein shall constitute a waiver of any of the foregoing rights or remedies.

9. All other terms and provisions of the Option Agreement, as previously amended, shall remain in effect.
Agreed to and signed this 27th day of February, 2020.

SELLER:
ASLM LTD.

By: Malooly Corporation, General Partner

By: Susan Daw
Susan Daw, Authorized Officer

PURCHASER:
Housing Authority of the City of El Paso

By: [Signature]
Gerald W. Cichon, CEO
Option Agreement for Purchase of Real Property

This Option Agreement for Purchase of Real Property (the "Agreement") is made and entered into this 31 day of December 2018 (the "Execution Date"), by and between ASLM Limited, located at 804 Cherry Hill Ln., El Paso, Texas 79912, hereinafter referred to as the "Seller" and Housing Authority of the City of El Paso, a Texas municipal housing authority, and whose principal address is 5300 E. Paisano, El Paso, Texas 79905 and hereinafter referred to as the "Purchaser":

Recitals

Whereas, Seller is the fee simple owner of certain real property and improvements being, lying and situated in El Paso County, Texas as set forth below

<table>
<thead>
<tr>
<th>Property</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 E. Rio Grande, El Paso, Texas</td>
<td>266 CAMPBELL 11 &amp; 12 (6344.00 SQ FT)</td>
</tr>
<tr>
<td>416 Rio Grande Ave., El Paso, Texas</td>
<td>266 CAMPBELL 7 TO 10 (12480.00 SQ FT)</td>
</tr>
<tr>
<td>415 Montana Ave. El Paso, Texas</td>
<td>266 CAMPBELL 1 TO 6 (18720.00 SQ FT)</td>
</tr>
<tr>
<td>405 Montana Ave., El Paso, Texas</td>
<td>266 CAMPBELL 16 to 20 &amp; S 1/2 OF 15 (17,160 SQ FT)</td>
</tr>
</tbody>
</table>

(with the foregoing real properties and improvements collectively referred to herein as the "Property"), with the Property further indicated on the map which is set forth in Exhibit "A", attached hereto and incorporated herein, and described in the legal descriptions in Exhibit "B", also attached hereto and incorporated herein;

Whereas, Purchaser desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth;

Whereas, Purchaser desires an option to purchase the Property for future development of residential housing and/or any other lawful purpose (the "Purpose");

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. Definitions. For the purposes of this Agreement, in addition to those terms defined above, the following terms shall have the following meanings:

(a) "Execution Date" shall mean the day referenced above in which the parties execute this Agreement;

(b) "Feasibility Period" shall mean that period commencing on the Execution Date and ending on March 31, 2019;

(c) "Independent Consideration" shall mean the total sum of ONE HUNDRED AND NO/00 DOLLARS ($100.00) payable to Seller on the Execution Date which is the amount the parties have bargained for and agreed to as consideration for
Seller’s grant to Buyer of Buyer’s exclusive option to purchase the Property pursuant to the terms hereof and for Seller’s execution of this Agreement.

(d) “Option Fee” shall mean the total sum of a down payment of FIVE THOUSAND AND NO/00 DOLLARS ($5,000.00), a non-refundable payment to be made payable directly to Seller within five (5) business days of execution of this Agreement;

(c) “Option Term” shall mean that period of time commencing on the Execution Date and ending on March 31, 2019, unless extended by one or more Extension Terms as provided by Section 12 below;

(f) “Option Exercise Date” shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase; and

(g) “Closing Date” shall mean the date selected by Purchaser that is sixty (60) days or fewer from the Option Exercise Date.

2. **Feasibility Period.** During the Feasibility Period, Seller agrees to permit Purchaser, its employees, representatives, insurers, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser’s needs, including but not limited to, at the Purchaser’s sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, and/or testing for hazardous materials. In addition, during the Feasibility Period, upon request of Purchaser, Seller agrees to provide copies of any surveys, environment studies, designs, site plans, or archeological studies in its possession or control regarding the Property.

3. **Grant of Exclusive Option.** In consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option (“Option”) to purchase the Property upon the terms and conditions as set forth herein. If the Option Term is extended pursuant to Section 12 below, Seller continues to grant to Purchaser the exclusive right and Option to purchase the Property upon the terms and conditions as set forth herein.

4. **Payment of Option Fee.** Purchaser agrees to pay the Seller as the Option Fee in a single payment in the amount specified in Section 1(d) above within fifteen (15) business days of the commencement of the Option Term. The Option Fee shall be deposited in escrow with WestStar Title, El Paso, Texas, acting as escrow agent, to be released to Seller upon WestStar Title’s receipt of written request from Seller for same.

5. **Exercise of Option.** Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date.

6. **Contract for Purchase and Sale of Real Property.** In the event that the Purchaser exercises its exclusive Option as provided for herein, Seller agrees to sell and Purchaser agrees to
buy the Property and both parties agree to execute a contract (the "Contract") for such purchase and sale of the Property in accordance with the following terms and conditions:

(a) **Purchase Price.** The total purchase price for the Property shall be the sum of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/00 DOLLARS ($1,700,000.00) (the "Purchase Price"); however, Purchaser shall receive credit towards the Purchase Price for any Extension Term Fees paid by Purchaser as noted in Section 12 below;

(b) **Closing Date.** The Closing Date shall be on or before the time set forth in Section 1(g) above;

(c) **Closing Costs.** Unless otherwise provided herein or already paid outside of Closing, at Closing, Seller agrees to pay the costs for:
(i) the base premium for the title policy;
(ii) Special Warranty Deed preparation;
(iii) Tax certificates;
(iv) The cost of the survey; and
(v) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser.

Purchaser agrees to pay:
(i) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser;
(ii) Recording fees for the Special Warranty Deed;
(iii) Costs related to additional due diligence studies ordered by Buyer;
(iv) Any endorsements or extended coverage to the title policy; and
(v) Any Roll-Back Taxes, if and as applicable to a Purchaser that is a governmental entity and exempt from payment of property taxes in Texas or if applicable to the Seller. Seller shall not pay any Roll-Back Taxes under any circumstances.

All other costs and expenses incurred in connection with this Agreement that are not recited herein to be the obligation of Seller or Purchaser shall be allocated among Seller and Purchaser as is customary in El Paso County, Texas. Except as provided in Section 13(g), each party shall its own attorneys’ fees.

(d) **Default by Purchaser; Remedies of Seller.** In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee or any Section 12 extension fees deposited with WestStar Title as liquidated damages and shall have no further recourse against Purchaser; and

(e) **Default by Seller; Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or
under the Contract, Purchaser shall be entitled, at its sole discretion, to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages, including, but not limited to the return of the Option Fee paid.

7. **Inspection of the Property.** During the Feasibility Period and Option Term, including the duration of any Option Term extended pursuant to Section 12 below, Seller agrees to permit Purchaser, its employees, representatives, insurers, contractors, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser’s needs, including but not limited to, at the Purchaser’s sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, testing for hazardous materials and/or studies or reports necessary to obtain approvals from the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, historic tax credit agencies, and/or any other federal, state, tribal, or local agency or body for the intended development of the Property.

8. **Seller’s Obligations.** Seller is solely responsible for all care, maintenance, taxes and liabilities associated with the Property through the Closing Date, if any. After the Execution Date and until the Closing, Seller shall maintain the Property in the same condition and in the same manner as existing on the Execution Date, ordinary wear and casualty loss excepted. All risk of loss to the Property shall remain upon Seller prior to the Closing. The parties further agree that if the Property or improvements thereon, if any, are materially damaged or destroyed at any time after the execution of this Agreement and prior to the Closing, Seller shall have a reasonable time in which to repair or reconstruct the same. If Seller fails to do so within a reasonable time, Purchaser may, at its option, undertake such repairs or reconstruction and Seller agrees to reimburse Purchaser for the full cost thereof at the Closing, or, alternatively, at the option of Purchaser, all obligations of the parties under this Agreement shall terminate, and the parties agree that Purchaser shall be refunded any and all amounts previously paid to Seller pursuant to this Agreement.

9. **Closing Obligations.** At the Closing, the parties agree that, among other obligations to be memorialized in a written purchase agreement, Seller shall deliver or cause to be delivered to Purchaser, at Seller’s sole cost and expense, each of the following items:

   (a) a survey by a registered professional land surveyor acceptable to the Purchaser and its selected title company;

   (b) a general warranty deed, duly executed and acknowledged by Seller, in recordable form, conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the survey, subject only to ordinary permitted exceptions existing as of the Execution Date, excluding any liens or judgments, which will never be permitted exceptions;

   (c) a title policy in the full amount of the Purchase Price issued by a title company selected by Purchaser, subject only to permitted exceptions as provided above and insuring indefeasible fee simple title is vested in Purchaser;
(d) such evidence or documents as may be reasonably required by Purchaser or the title company evidencing the status and capacity of the Seller and the authority of the person or persons who are executing any documents on behalf of the Seller in connection with the sale of the Property; and

(e) relocation of any and all tenants of the Property, at Seller’s expense (or an agreement to relocate any such tenants in a form acceptable to Purchaser).

10. **Seller’s Representations and Warranties**. Seller represents and warrants to Purchaser:

(a) As of the Execution Date and Closing Date, (A) Seller is an individual, (B) Seller is, to the extent required by law, duly qualified to do business in the State of Texas, (C) Seller has all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder, and (D) the execution, delivery and performance of this Agreement by Seller does not conflict with or constitute a breach of any contract, agreement or other instrument by which Seller or any property is bound;

(b) As of the Execution Date and Closing Date, Seller is not (A) a “foreign person,” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, or (B) a “disregarded entity” as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations;

(c) As of the Execution Date and Closing Date, Seller has not (A) filed any voluntary petition in bankruptcy or sought to reorganize his affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors in the last thirty (30) years, (B) been adjudicated as bankrupt or insolvent, or (C) had an involuntary petition filed against him under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

(d) As of the Execution Date, to Seller's knowledge, there are no pending condemnation proceedings affecting the Property;

(e) As of the Execution Date, (A) Seller is not a party to any pending lawsuits affecting the Property, and (B) Seller has not received written notice from any governmental authority that the Property is in violation of legal requirements;

(f) As of the Execution Date and Closing Date, the Property is not subject to any unrecorded leases, contacts or agreements that would be binding on Purchaser except the lease(s) noted on Exhibit “C” hereto;

(g) As of the Execution Date and Closing Date, Seller has not entered into any contracts with any person, firm or entity, other than Purchaser to purchase or otherwise acquire or possess the Property or any part thereof; and
(h) As of the Execution Date and Closing Date Seller is vested with marketable fee simple title to the Property and there are no parties in possession of any portion of the Property as lessees, tenants or otherwise.

In the event items (d) and (e) are not also accurate as of the Closing Date, Purchaser may terminate this Agreement and receive a return of the entire Option Fee.

11. Brokers’ Fee. If Purchaser exercises its Option and the sale and purchase of the Property closes, Seller agrees to pay to SVN Fortune Real Estate (as broker to Purchaser) and Team Uribe (as broker to Seller) (collectively the “Brokers”), a commission in cash equal to a total of six percent (6.00%) of the Purchase Price, which commission shall be split equally between the foregoing Brokers and paid by Seller at the Closing.

Each party represents and warrants to the other party that such party has had no dealings with any person, firm, agent of finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named herein, and no other broker, agent, person, firm or entity, other than Brokers is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such party. Each party hereby agrees to indemnify, defend, protect and hold the other party harmless from and against any costs, expenses or liability for compensation, commission, fee, or charges which may be claimed by any agent, finder or other similar party, other than Brokers by reason of any dealings or act of the indemnifying party.

12. Extension Terms of the Option Term. Purchaser may, at its discretion and for any reason, extend the Option Term set forth in Section 1(e) above (“Extension Terms”) by payment of a non-refundable fee of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) from Purchaser to Seller for each such Extension Term (the “Extension Term Fee”) as follows:

(a) A first extension of the Option Term by two months, that is from the expiration of the Option Term set forth above on March 31, 2019 to May 31, 2019, by payment of an Extension Term Fee on or before March 31, 2019;

(b) A second extension of the Option Term by two months, that is from May 31, 2019 to July 31, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(c) A third extension of the Option Term by two months, that is from July 31, 2019 to September 30, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(d) A fourth extension of the Option Term by two months, that is from September 30, 2019 to November 30, 2019, by payment of an Extension Term Fee on or before September 30, 2019;
(e) A fifth extension of the Option Term by two month, that is from November 30, 2019 to January 31, 2020, by payment of an Extension Term Fee on or before November 30, 2019.

The Extension Term Fees paid above, if any, shall be credited against the Purchase Price stated in Paragraph 6(a) above. The Extension Term Fees shall be made payable to WestStar Title as escrow agent for this transaction.


(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the parties at the following addresses:

Seller:
ASLM Limited
804 Cherry Hill Ln.
El Paso, Texas 79912
Tel:
Fax:
Email:

Purchaser:
Gerald Cichon, Chief Executive Officer
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3702
Email: gcichon@hacep.org and asaenz@hacep.org
With a Copy delivered to:

Tom Deloye, Chief RAD Officer
Arthur Provenghi, Legal Counsel
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3709
Email: aprovenghi@hacep.org and tdeloye@hacep.org

(c) Governing Law, Venue for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute regarding this Agreement or the transaction contemplated herein shall be brought and maintained at all times in El Paso County, Texas.
(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. Seller agrees that Purchaser may fully assign its rights under this Agreement to any affiliated person or entity, or to any third party, including a private or governmental entity.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Attorneys’ Fees. Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys’ fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

(h) Entire Agreement. This Agreement and subsequent Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) Special Condition to Exercise Option. Purchaser and Seller acknowledge and agree that the exercise of the Option is expressly conditioned on Purchaser obtaining: (i) written determination, on the basis of a federally required environmental review (and an approval of the request for release of funds and approval of the responsible entity’s certification, if applicable) that the purchase of the Property may proceed in accordance with 24 CFR Part 58 or 24 CFR Part 50, as applicable; (ii) all necessary approvals from the U.S. Department of Housing and Urban Development including but not limited to a site and neighborhood standards review, and Purchaser will not exercise the Option unless the foregoing conditions are satisfied.

[remainder of page intentionally left blank; signatures on following page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority on the Execution Date of December 31, 2018.

SELLER: ASLM Limited

By: ____________________________
    Susan Daw

PURCHASER: Housing Authority of the City of El Paso

By: ____________________________
    Gerald W. Cichon, Chief Executive Officer
Exhibit “A”

(Map)
Exhibit “B”

(Legal Description)
ON THE RUN COURIER SERVICE

Date: 3/22/19
Time: 
P/U Date & Time: 
Seal #:

FROM: West Star Title
641 N. Stanton Suite 200
El Paso, TX 79901

TO: Jorge Sanchez
2900 Perching Suite C
El Paso, TX 79902

CONTACT: 
PHONE # (915) 833-4036

DESCRIPTION/INSTRUCTIONS
910 & 916 N. Kansas
(2 checks)
Extension Term Fee

He will be in his office on 02/27 after 1 p.m. Will instruct staff for acceptance.

Received By: ____________________________
(PRINT NAME)
DATE: ____________
TIME: ____________

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com

Thank you for your business!
Date: 5/30/19
Time: ______________
P/U Date & Time: __________________
Seal # __________________________

FROM: WestStar Title ____________________________

DESCRIPTION/INSTRUCTIONS
2nd Extension Fee ____________________________
910 N. Kansas ____________________________

Thank you for your business!

TO: Jorge & Sonia Sanchez
7908 Pershing, Ste C

CONTACT: ____________________________
PHONE # ____________________________

RECEIVED BY: ____________________________
(PRINT NAME)
DATE: ____________________________
TIME: ____________________________

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com
ON THE RUN COURIER SERVICE

Date: 7/31/19
Time: 
P/U Date & Time: 
Seal #

FROM: WestStar Title

DESCRIPTION/INSTRUCTIONS
916 N. Kansas
119 Kansas
3rd extension hose
3rd attempt

TO: Jorge Sanchez
1801 11th Avenue, Ste C

CONTACT: 
PHONE # 833-4036

RECEIVED BY: (PRINT NAME)
DATE: 
TIME: 

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com

Thank you for your business!
ON THE RUN COURIER SERVICE

Date: 09/27/19
Time: 4:25 pm
P/U Date & Time: ______________________
Seal # ____________________________

FROM: ________________________________
WestStar Title
641 North Stanton, Ste. 200
El Paso, TX 79901

TO: _________________________________
ASLM Ltd
7598 N. Mesa, Ste 200
El Paso, TX 79912

DESCRIPTION/INSTRUCTIONS
405 Montana Ave
4th Extension Term Fee

Thank you for your business!

RECEIVED BY: _______________________
(Print Name)
Date: 09/30/19
Time: 11:18 am

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com
Date: 11/18/19
Time: 4:30 pm
P/U Date & Time: 
Seal # 

FROM: WestStar Title
641 North Stanton, Ste. 200
El Paso, TX 79901

TO: ASLM, Ltd
7598 N. Mesa St

DESCRIPTION/INSTRUCTIONS
5th Extension Fee

405 Montana

RECEIVED BY: Maildrop
DATE: 11/19/19
TIME: 10:35

Thank you for your business!

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com
AFTER RECORDING RETURN TO:

Housing Authority of the City of El Paso
5300 E. Paisano
El Paso, Texas 79905
Attn: Gerald W. Cichon

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: March 20, 2020

Grantor: ASLM LTD., a Texas limited partnership, a/k/a ASLM Limited, a Texas limited partnership

Grantor's Mailing Address: 804 Cherry Hill Lane
El Paso, El Paso County, Texas 79912

Grantee: HOUSING AUTHORITY OF THE CITY OF EL PASO,
a Texas municipal housing authority

Grantee's Mailing Address: 5300 E. Paisano Dr.
El Paso, El Paso County, Texas 79905

Consideration: Ten and 00/100 Dollars ($10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

PARCEL 1:

Lots 7 through 10, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.

PARCEL 2:

Lots 11 and 12, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.
PARCEL 3:

Lots 1 through 6, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.

Exceptions to Conveyance and Warranty: Those set forth in Exhibit A appended hereto and made a part hereof.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ASLM LTD., a Texas limited partnership, a/k/a
ASLM LIMITED, a Texas limited partnership

By: Maloody Corporation, a Texas corporation,
    General Partner

Name: Susan Daw
Title: Authorized Representative

STATE OF TEXAS )
COUNTY OF EL PASO )

This instrument was acknowledged before me on March 22, 2020, by Susan Daw, Authorized Representative of Maloody Corporation, a Texas corporation, General Partner of ASLM Ltd., a Texas limited partnership, a/k/a ASLM Limited, a Texas limited partnership, on behalf of said limited partnership.
EXHIBIT A

EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive Covenants recorded in/under Clerk’s File No. 20150056941, Real Property Records of El Paso County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years, which Grantee assumes and agrees to pay; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, or both, the payment of which Grantee assumes and agrees to pay, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, TEXAS TAX CODE, or because of improvements not assessed for a previous tax year.

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records.

5. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

6. Ordinance changing the zoning and imposing restrictions recorded under Clerk’s File No. 20150056941, Real Property Records of El Paso County, Texas (Parcel 2 only).
Supporting Documents:
Title Commitment
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: [Authorized Countersignature]

(This Commitment is valid only when Schedules A, B, C, and D are attached)
<table>
<thead>
<tr>
<th>TEXAS TITLE INSURANCE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title insurance insures you against loss resulting from certain risks to your title.</td>
</tr>
<tr>
<td>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</td>
</tr>
<tr>
<td>El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</td>
</tr>
<tr>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</td>
</tr>
</tbody>
</table>

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Insurance Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE
Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de First American Title Insurance Company para información o para someter una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Insurance Company:

1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIRST AMERICAN TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: February 12, 2020, 5:00 pm  
GF No. 200086-COM

Commitment No. _____________________, issued February 24, 2020,

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:
      PROPOSED INSURED: EP Nuestra Senora, LP, a Texas limited partnership
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower: EP Nuestra Senora, LP, a Texas limited partnership
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
      (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
      (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Leasehold

3. Record title to the land on the Effective Date appears to be vested in:
   ASLM, LTD
4. Legal description of land:

Leasehold rights pursuant to that certain Lease dated ___ referenced in Memorandum of Lease dated ___ 2020 recorded on ___, 2020 under Clerk's File No. ___, Real Property Records, El Paso County, Texas between the Housing Authority of the City of El Paso (Landlord) and NUESTRA SENORA, LP (Tenant) covering the following parcels:

Lots 1 through 10, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2020**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   b. Rights of parties in possession as tenants and/or lessees.

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

      Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

   d. OWNER POLICY:

      Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.
Continuation of Schedule B

Liability hereunder at the date hereof is limited to $___________. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OFFER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

f. DELETED

g. DELETED

h. Terms and provision as set forth in that certain Lease dated ____ referenced in Memorandum of Lease dated __ 2020 recorded on __, 2020 under Clerk's File No. ____, Real Property Records, El Paso County, Texas between the Housing Authority of the City of El Paso (Landlord) and NUESTRA SENORA, LP (Tenant).
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.

6. DELETED

7. DELETED

8. DELETED

9. DELETED.
10. NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

11. Note: If this property constitutes any part of homestead, we will require the joinder of the spouse, if any, on the closing documents.

12. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

13. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

14. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.

15. NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.

16. NOTE: Company requires the Deed into Landlord prior to closing.

17. NOTE: Company requires the Memorandum of Lease to be recorded prior to or at closing.

Countersigned
WestStar Title, LLC

By
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 200086-COM

Effective Date: February 12, 2020, 5:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   **Underwriter:** First American Title Guaranty Company, A Texas Corporation

   Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

   First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

   **DIRECTORS:**
   Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

   **OFFICERS:**
   President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   **Owners:** WestStar Bank (Texas Banking Association)

   b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

   **WestStar Title, LLC**

   **Officers:** Leonardo Robles, President

   Rodolfo Telles, Sr., Senior Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

   Travis Joel Smith, Vice President / Commercial Escrow Manager

   Rachel Samaniego Valles, Vice President / Branch Manager

   Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting and Secretary
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

____________________________________  ____________________________________
SIGNATURE                              DATE

FORM T-7: Commitment for Title Insurance
We Are Committed to Safeguarding Customer Information

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products that are to be used for personal family or household purposes.
FIRST AMERICAN TITLE INSURANCE COMPANY

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American’s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.

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2020 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis
Census Tract Map
Nuestra Senora

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
NA
Elected Officials
** Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)

- ** Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

- ** No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>** US Representative</th>
<th>District</th>
</tr>
</thead>
</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Judge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>

2/25/2020
2020 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
Neighborhood Organizations

- Organizations **were identified in the Pre-Application**, and there have been no changes.
  (If above is checked, the rest of the form may be left **BLANK**)

- Organizations have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below. **Insert an explanation behind this tab.**

- **No Pre-Application was submitted**.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):
I [We] certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):
I [We] certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203. **Re-notification due to increase in density**

Notifications made at Application:
- No pre-application was submitted, and I [We] certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more entities described changed between the submission of the pre-application and the Application, and I [We] certify that the new entity was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:
- I [we] certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

- I [we] certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

- I [we] certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

- I [We] certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.

- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):
- Pursuant to 10 TAC §11.203, I [We] certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: Gerald W. Cichon

Signature of Applicant/Development Owner

Printed Name

Notary Public, State of Texas

My Commission expires

County of El Paso

Date 10-9-21

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of Feb, 2020

Notary Public Signature

2/6/20
1. **The proposed Development is:** (Check all that apply)

   - [ ] New Construction
   - [ ] NA

   (Note: Definition of “Adaptive Reuse” has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

   Previous TDHCA # NA

   If Acquisition/Rehab or Rehab, original construction year: NA

   If Reconstruction, Units Demolished NA

   Units Reconstructed NA

2. **The Target Population will be:**

   **General**

   If Elderly is selected (10 TAC §11.1(d)(47)):

   - [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act
   - [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
   - [ ] Selection is based on funding from (select from list):

   - [ ] NA
   - [ ] NA
   - [ ] NA

   - [ ] Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

   **Certification for Supportive Housing Applications**

   If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

   - [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
   - [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):

     - [ ] Homeless or Persons at-risk of homelessness
     - [ ] Persons with physical, intellectual, and/or developmental disabilities
     - [ ] Youth aging out of foster care
     - [ ] Persons eligible to receive primarily non-medical home or community-based services
     - [ ] Persons transitioning out of institutionalized care
     - [ ] Persons unable to secure permanent housing elsewhere due to high barriers
     - [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
     - [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

   - [ ] Describe:

   - [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.
   - [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
   - [ ] Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.
   - [ ] Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the
Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

- Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.
- As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
- Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).
- Development has permanent foreclosable, must-pay debt sourced from federal funds.
- Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.
- If the Development is financed with debt that does not meet the requirements above, Application must include:
  - Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
  - Documentation of how resident feedback has been incorporated into Development design;
  - Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
  - Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non-federally required criteria);
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. **Staff Determinations regarding definitions of development activity obtained?**

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. **Narrative**

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

*Nuestra Sonora* is a 7-story urban development with parking and community areas on the first two floors.

2/25/2020
5. **Funding Request:**

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,232,777</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)**

Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds?  Yes

Has this site/activity previously received TDHCA funds?  No

If "Yes" Enter Project Number: 19340 and TDHCA funding source: HTC application only

Has this site/activity previously received non-TDHCA federal funding?  No

If yes, source: NA

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42[g](1)(A) - (C), the term “qualified low income housing development” means any project for residential rental

2/25/2020
property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- □ At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- □ At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- □ Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: ___________________________

2/25/2020
20190 – Nuestra Senora
Application Deficiency Response 5/29/2020

1. Provide an explanation as to whether or not there are any existing structures on the subject site. The Development Cost Schedule appears to have a Demolition cost.

   The site is currently improved with a vacant commercial building that will be razed to allow for construction of the proposed development.

2. Site Information Form Part III: Review section 2 and confirm whether or not the Seller is affiliated with the Applicant. If this is an Identity of Interest transaction explain why an Appraisal wasn’t submitted.

   This is not an identity of interest transaction. The site was purchased from a non-related third party entity, ASLM LTD on March 20, 2020. See attached Special Warranty Deed. The ground lease information provided in the application was intended as additional information on how the property was being contributed to the partnership.

3. Identify where or provide an explanation as to where the structured parking costs are documented.

   See attached letter from the General Contractor.
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

   Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**
   
   Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

   **OR:**

   Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. **Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

   Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(8).

   Application is requesting **Direct Loan and not concurrently layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

   **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)**

   Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

   Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207; 10 TAC §11.101(b)(8)]**

   Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

   Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

   Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

2/27/2020
### Development Activities II

#### 1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

- **Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR** meets the minimum size requirements below: (6 points)  
  
<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- **Specific amenities and quality features will be provided in every Unit at no extra charge to the resident;**  
  Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)  

  * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

#### 2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

- At least 20 percent of all low-income Units at 30% or less of AMGI*  
  Direct Loan Points: 0

- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*  
  Direct Loan Points: 0

- At least 5 percent of all low-income Units at 30% or less of AMGI*  
  Direct Loan Points: 0

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.

Application is seeking points for Rent Levels of Residents.  
Direct Loan Points Claimed: 0

#### 3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

- Direct Loan Request/Direct Loan or NHTF Units ≤ 60,000  
  Direct Loan Points: 0

- Direct Loan Request/Direct Loan or NHTF Units = 60,001 - 80,000  
  Direct Loan Points: 0

- Direct Loan Request/Direct Loan or NHTF Units = 80,001 - 100,000  
  Direct Loan Points: 0

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MFDL Self Score tab.

Application is seeking points for Subsidy Per Unit.  
Direct Loan Points Claimed: 0

#### 4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

- **Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.**

  | 24 | Total Number of Units at 50% or less of AMGI |
  | 8  | Number of 30% Units used to score points under §11.9(c)(2)* |
  | 16 | Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) |
  | 20.00% | Percentage used for calculation of eligible points under §11.9(c)(1) |

**A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)  
  Points claimed: 0

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)  
  Points claimed: 0

**B. Development proposed in all other areas.**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)  
  Points claimed: 0

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)  
  Points claimed: 15

**OR (DO NOT COMPLETE BOTH)**

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)  
  Points claimed: 0

These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.

This box will populate after the 2/25/2020.
### C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

### D. Development proposed in all other areas.
- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

#### Application is seeking points for Income Levels of Residents.

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>15</th>
</tr>
</thead>
</table>

#### 5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:
- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI; (7 points)

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>11</th>
</tr>
</thead>
</table>

### Application is seeking points for Rent Levels of Residents.

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>11</th>
</tr>
</thead>
</table>

#### 6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

- Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA. (10 points)
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. (1 point)

### Application is seeking points for Resident Services.

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>11</th>
</tr>
</thead>
</table>

#### 7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

**A.** Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

**B.** Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

### Application is seeking points for Residents with Special Housing Needs.

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>3</th>
</tr>
</thead>
</table>

#### 8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

- Development is requesting Pre-Application Points. (6 points)

#### 9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. (0 points)
- Development will maintain a 40 year Affordability Period. (0 points)
- Development will maintain a 45 year Affordability Period. (4 points)

<table>
<thead>
<tr>
<th>Points Claimed:</th>
<th>4</th>
</tr>
</thead>
</table>

### Application is seeking points for Extended Affordability.

#### 10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]
Application requests points for Historic Preservation.

Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.

Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.

Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.

Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.

At least 75% of the residential units will be within the Certified Historic Structure.

Attached behind this tab are the THC letter and other documentation described above.

Application is eligible for five (5) points.

11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.
2020 HTC
Full Application

Part 3 Tab 19

Historic Preservation

NA
2020 HTC
Full Application

Part 3 Tab 20
Existing Development Information

NA
2020 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
2020 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)); and
  - identifies all Amenities.

- Residential Building floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

- For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

- Unit floor plans for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

2/25/2020
# Nuestra Senora

## El Paso, TX

<table>
<thead>
<tr>
<th>DRAWING INDEX</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>T2.0</td>
</tr>
<tr>
<td>T3.0</td>
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</tr>
<tr>
<td>T6.1</td>
</tr>
<tr>
<td>T6.2</td>
</tr>
<tr>
<td>T8.1</td>
</tr>
<tr>
<td>T8.2</td>
</tr>
</tbody>
</table>

---

Alamo Architects  
1512 South Flores St.  
San Antonio, TX 78204

P: 210.227.2612  
F: 210.227.9457
- NO DETENTION POND REQUIRED
- DEVELOPMENT IS NOT IN A FLOOD PLAIN
- SITE ACREAGE: 0.72 ACRES

SITE PLAN SHOWN FROM ROOF LEVEL.
-SEE SHEET T3.1 AND T3.2 FOR PARKING SPACE LOCATIONS

### ON-SITE GARAGE PARKING (MEETS LOCAL CODE REQUIREMENTS)

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>PARKING COUNT</th>
<th>NUMBER OF UNITS</th>
<th>TOTAL SPACES PER TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM</td>
<td>1.5</td>
<td>60</td>
<td>90</td>
</tr>
<tr>
<td>2 BEDROOM</td>
<td>2</td>
<td>20</td>
<td>40</td>
</tr>
<tr>
<td>TOTAL SPACES</td>
<td></td>
<td></td>
<td>130</td>
</tr>
</tbody>
</table>

ACCESSIBLE SPACES FOR AMENITIES: 3
ACCESSIBLE SPACES FOR RESIDENTIAL UNITS: 5
NUMBER OF SPACES TO BE VAN ACCESSIBLE: 2
### RESIDENTIAL AREA SUMMARY

#### RESIDENTIAL AREAS

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th># OF BEDROOMS</th>
<th># OF BATHROOMS</th>
<th>SQ. FT. PER UNIT</th>
<th>TOTAL # OF UNITS</th>
<th>TOTAL SQ. FT. FOR UNIT TYPE</th>
<th># ADA UNITS</th>
<th># HV UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>663</td>
<td>60</td>
<td>39,780</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>896</td>
<td>20</td>
<td>17,920</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

#### TOTAL UNITS:

<table>
<thead>
<tr>
<th>TOTAL NET RENTABLE SQ. FT.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 UNITS 57,700 SF NRA</td>
</tr>
</tbody>
</table>

#### COMMON AREA PER FLOOR

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>TOTAL SF.</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMON AREA PER FLOOR</td>
<td>5,075</td>
<td>1,100</td>
<td>2,109</td>
<td>2,109</td>
<td>2,109</td>
<td>2,109</td>
<td>760</td>
<td>16,720</td>
</tr>
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</table>

#### UTILITY CLOSET SF. PER FLOOR

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>144</th>
<th>144</th>
<th>144</th>
<th>144</th>
<th>TOTAL SF.</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTILITY CLOSET SF. PER FLOOR</td>
<td>20</td>
<td>20</td>
<td>144</td>
<td>144</td>
<td>144</td>
<td>144</td>
<td>760</td>
</tr>
</tbody>
</table>

#### TOTAL RESIDENTIAL AREA SF.: 68,965 SQ. FT.

#### PARKING GARAGE STRUCTURE

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>TOTAL SF.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKING GARAGE STRUCTURE</td>
<td>25,627</td>
<td>25,627</td>
<td>51,254</td>
</tr>
</tbody>
</table>
FLOOR PLAN - 2ND FLOOR

1" = 40'-0"
FLOOR PLAN - 3RD FLOOR

BUILDING AREA
- UNIT A1
- UNIT A1 - ADA OR H/V
- UNIT B1
- UNIT B1 - ADA OR H/V
- COMMON AREA
- UTILITY CLOSETS

1" = 40'-0"
FLOOR PLAN - 4TH FLOOR (FLRS. 5-7 SIMILAR)

1" = 40'-0"
UNIT A1 - 1 BDRM UNIT

1/8" = 1'-0"
UNIT A1 ADA - 1 BDRM

1/8" = 1'-0"

663 SQUARE FEET

NOTE:
ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS. ALL UNITS TO BE FAIR HOUSING COMPLIANT

UNIT A1 ADA - 1 BDRM UNIT
NUESTRA SENORA APARTMENTS El Paso, Texas 79902 02/26/20

T.5.2
UNIT B1 ADA - 2 BDRM UNIT

1/8" = 1'-0"

UNIT B1 ADA - 2 BDRM UNIT

NUESTRA SENORA APARTMENTS  El Paso, Texas 79902  02/26/20

T.6.2

NOTE:
ACCESSIBILITY NOTES
REFER TO FULLY
ACCESSIBLE UNITS. ALL
UNITS TO BE FAIR
HOUSING COMPLIANT

896 SQUARE FEET

PROVIDE GRAB BARS & TUB
SEATS @ W.C., TUB/SHOWER
AS REQUIRED FOR ADA
ACCESSIBLE UNITS
NORTH ELEVATION
1" = 30'-0"

SOUTH ELEVATION
1" = 30'-0"

EXTERIOR FINISH MATERIALS:
FIBER CEMENT SIDING 70%
MASONRY/STUCCO 30%
2020 HTC Full Application

Part 3 Tab 23

Specifications and Building/Unit Type Configuration and

Tab 23a, 23b, 23c Forms
## Specifications and Amenities (check all that apply)

### Building Configuration
- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

### Development will have:
- Fire Sprinklers
- Elevators 1
- # of Elevators 1
- Wt. Capacity 3500

### Number of Parking Spaces (consistent with Architectural Drawings):
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Floor Composition/Wall Height:
- Carpet/Vinyl/Resilient Flooring 100%
- Ceiling Height 9'
- Ceramic Tile%
- Upper Floor(s) Ceiling Height (Townhome Only)
- Other%

---

### Unit Types

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th># of Baths</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>663</td>
<td>1</td>
<td>60</td>
<td>60</td>
<td>39,780</td>
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<td>2</td>
<td>896</td>
<td>2</td>
<td>20</td>
<td>20</td>
<td>17,920</td>
</tr>
</tbody>
</table>

### Totals
- 80 - - - - - - - - 80 57,700

If a revised form is submitted, date of submission: ____________

### Net Rentable Square Footage from Rent Schedule
- 57,700

### Common Area Square Footage (as specified on Architect Certification)
- 57,700

#### Information below to be used by Supportive Housing Applicants only.

- **Total development Common Area as specified on Architect Certification:**
  - Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.

- **Ensure that this number matches your architectural drawings.**

- **The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:***

- **The lesser of these two numbers added to NRA:**
  - Use this number to figure points under 11.9(e)(2) 57,700
## Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

### Mobility

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>80</td>
<td>5%</td>
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<td>4</td>
<td>4</td>
</tr>
<tr>
<td>A1 - 1/1</td>
<td>60</td>
<td>5%</td>
<td></td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>B1 - 2/2</td>
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<td>5%</td>
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<tr>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td>80</td>
<td>4%</td>
<td></td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td></td>
<td>3.4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td></td>
<td>1.4</td>
<td>1.4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td></td>
<td>1.8</td>
<td>1.8</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td></td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4%</td>
<td></td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]  

Printed Name: [James H.R. Bailey]  

Firm Name (If applicable): [Alamo Architects]  

Date: [2-27-2020]  

2/27/2020
## Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (fill this out)</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (fill this out)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
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<td>0</td>
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</tr>
<tr>
<td></td>
<td>80</td>
<td>2%</td>
<td>1.6</td>
<td>2.2</td>
<td>2</td>
</tr>
</tbody>
</table>

**NOTE:** If total is more than what is required, Applicant will select which to include under "Units Proposed".

### EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

**NOTE:** Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed".

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Printed Name: [Name]

Firm Name (If applicable): [Firm Name]

Date: 2-27-2020

2/27/2020
# Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

**Submit this worksheet or a comparable document certified by an accessibility professional.**

## Instructions for Submitting Accessible Parking Information

### When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

### When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

### When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


## Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Amenities</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Trash</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 3
Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 80
Total surface parking spaces (including non-residential): 0
Total carports (including non-residential): 0
Total garages (including non-residential): 130

Total parking spaces of all types: 130
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 3
Total of all types of parking spaces that serve dwelling units: 127
APSSs for mobility accessible units (5% of unit count, if spaces are sufficient): 4
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 47
APSSs required in excess of one per mobility accessible unit: 1

Total APSs required (including dwelling units and facilities/amenities): 8

Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 0
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 8

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSs: 0
Minimum number of carports that must be van APSs: 0
Minimum number of garages that must be van APSs: 2

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design, Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature

Printed Name

Date: 2-27-2020

Firm Name (if applicable)

2/27/2020
## Rent Schedule

**Unit Designations (select from Drop down menu)**

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MPDL - HOME Units</th>
<th>MFDL -NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Rentable Sq. Ft.</th>
<th>(A) x (B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>PBV</td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>663</td>
<td>3,978</td>
<td>330</td>
<td>616</td>
<td>3,978</td>
<td>330</td>
</tr>
<tr>
<td>TC 50%</td>
<td>PBV</td>
<td>12</td>
<td>1</td>
<td>1.0</td>
<td>663</td>
<td>7,956</td>
<td>550</td>
<td>616</td>
<td>7,956</td>
<td>550</td>
</tr>
<tr>
<td>TC 60%</td>
<td>PBV</td>
<td>42</td>
<td>1</td>
<td>1.0</td>
<td>663</td>
<td>27,846</td>
<td>660</td>
<td>616</td>
<td>27,846</td>
<td>660</td>
</tr>
<tr>
<td>TC 30%</td>
<td>PBV</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>896</td>
<td>1,792</td>
<td>396</td>
<td>749</td>
<td>1,792</td>
<td>396</td>
</tr>
<tr>
<td>TC 50%</td>
<td>PBV</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>896</td>
<td>3,584</td>
<td>661</td>
<td>749</td>
<td>3,584</td>
<td>661</td>
</tr>
<tr>
<td>TC 60%</td>
<td>PBV</td>
<td>14</td>
<td>2</td>
<td>2.0</td>
<td>896</td>
<td>12,544</td>
<td>793</td>
<td>749</td>
<td>12,544</td>
<td>793</td>
</tr>
</tbody>
</table>

**INCOME LIMITS**

- **2019 Area Median Income:** $50,300

<table>
<thead>
<tr>
<th>AMFI</th>
<th>Number of Households</th>
<th>%</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>8,220</td>
<td>$4,900</td>
<td>$10,580</td>
<td>$11,740</td>
<td>$12,680</td>
<td>$13,620</td>
<td>$14,560</td>
</tr>
<tr>
<td>30</td>
<td>12,330</td>
<td>$14,100</td>
<td>$15,870</td>
<td>$17,610</td>
<td>$19,020</td>
<td>$20,430</td>
<td>$21,840</td>
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<tr>
<td>40</td>
<td>16,440</td>
<td>$18,800</td>
<td>$21,160</td>
<td>$23,480</td>
<td>$25,360</td>
<td>$27,240</td>
<td>$29,120</td>
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<tr>
<td>50</td>
<td>20,550</td>
<td>$23,500</td>
<td>$26,450</td>
<td>$29,350</td>
<td>$31,700</td>
<td>$34,050</td>
<td>$36,400</td>
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<tr>
<td>60</td>
<td>24,660</td>
<td>$28,200</td>
<td>$31,740</td>
<td>$35,220</td>
<td>$38,040</td>
<td>$40,860</td>
<td>$43,680</td>
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<tr>
<td>70</td>
<td>28,770</td>
<td>$32,900</td>
<td>$37,020</td>
<td>$41,090</td>
<td>$44,380</td>
<td>$47,670</td>
<td>$50,960</td>
</tr>
<tr>
<td>80</td>
<td>32,880</td>
<td>$37,600</td>
<td>$42,320</td>
<td>$46,960</td>
<td>$50,720</td>
<td>$54,480</td>
<td>$58,240</td>
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<tr>
<td>120</td>
<td>$719</td>
<td>$770</td>
<td>$925</td>
<td>$1,068</td>
<td>$1,109</td>
<td>$1,135</td>
<td></td>
</tr>
</tbody>
</table>

**RENT LIMITS**

<table>
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<tr>
<th>AMFI</th>
<th>Number of Bedrooms</th>
<th>%</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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</thead>
<tbody>
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<td>$220</td>
<td>$264</td>
<td>$305</td>
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<td>$375</td>
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<td>30</td>
<td>$308</td>
<td>$330</td>
<td>$396</td>
<td>$457</td>
<td>$510</td>
<td>$563</td>
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<td></td>
</tr>
<tr>
<td>40</td>
<td>$411</td>
<td>$440</td>
<td>$529</td>
<td>$610</td>
<td>$681</td>
<td>$751</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>$513</td>
<td>$550</td>
<td>$681</td>
<td>$763</td>
<td>$851</td>
<td>$939</td>
<td></td>
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<tr>
<td>60</td>
<td>$616</td>
<td>$660</td>
<td>$793</td>
<td>$915</td>
<td>$1,021</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>$719</td>
<td>$770</td>
<td>$925</td>
<td>$1,068</td>
<td>$1,109</td>
<td>$1,135</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>$822</td>
<td>$881</td>
<td>$1,058</td>
<td>$1,221</td>
<td>$1,362</td>
<td>$1,503</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Non Rental Income**
- $0.00 per unit/month for:
- $10.00 per unit/month for:

**Potential Gross Monthly Income**
- $10,000 per unit/month:

**Total Non-Rental Income**
- $10,000 per unit/month:

**Potential Gross Monthly Income**
- $52,740

- Provision for Vacancy & Collection Loss
- Rental Concessions (enter as a negative number)

**Effective Gross Monthly Income**
- $50,133

**Effective Gross Annual Income**
- $601,336

If a revised form is submitted, date of submission: 2/25/2020
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>TC20%</td>
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<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>10%</td>
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<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
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<tr>
<td>TC60%</td>
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<tr>
<td>TC70%</td>
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<tr>
<td>TC80%</td>
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</tr>
<tr>
<td>HTC LI Total</td>
<td>80</td>
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</tr>
<tr>
<td>EO</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
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<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>80</td>
<td></td>
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<td>EO</td>
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<td>MR</td>
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</tr>
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<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>80</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (NHTF)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
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</tr>
<tr>
<td>NHTF LI Total</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
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<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>MRBMRI Total</td>
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<tr>
<td>MRB Total</td>
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</table>

<table>
<thead>
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<th>MORTGAGE REVENUE</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
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<tr>
<td>30%</td>
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<td>40%</td>
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</tr>
<tr>
<td>LH/50%</td>
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<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
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<td>0</td>
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<tr>
<td>HH/80%</td>
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<tr>
<td>Direct Loan LI Total</td>
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<tr>
<td>EO</td>
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<tr>
<td>MR</td>
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<td>0</td>
</tr>
<tr>
<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>60%</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>20%</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>Cost Per Sq. Ft</th>
<th>$ 119.54</th>
</tr>
</thead>
<tbody>
<tr>
<td>HARD</td>
<td>$ 119.54</td>
<td></td>
</tr>
<tr>
<td>BUILDING</td>
<td>$ 101.49</td>
<td></td>
</tr>
</tbody>
</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.

2/25/2020
Utility Allowances
Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$8.00</td>
<td>$10</td>
<td>$12</td>
<td>$15</td>
<td>$17</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$4.00</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td>$10</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$14.00</td>
<td>$17</td>
<td>$23</td>
<td>$30</td>
<td>$36</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9.00</td>
<td>$11</td>
<td>$15</td>
<td>$19</td>
<td>$23</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9.00</td>
<td>$10</td>
<td>$13</td>
<td>$16</td>
<td>$19</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9.00</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>HACEP 9/1/2019</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$53.00</td>
<td>$61.00</td>
<td>$78.00</td>
<td>$97.00</td>
<td>$114.00</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/25/2020
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:**
Housing Authority of the City of El Paso, TX

**Unit Type:** Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)

### Utility or Service: Energy Efficient

<table>
<thead>
<tr>
<th></th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$5.00</td>
<td>$6.00</td>
<td>$7.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$12.00</td>
<td>$15.00</td>
<td>$17.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>d. Electric Heat Pump</td>
<td>$7.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$14.00</td>
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<tr>
<td>e. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$3.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4.00</td>
<td>$4.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Other Electric &amp; Cooling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric (Lights &amp; Appliances)</td>
<td>$14.00</td>
<td>$17.00</td>
<td>$23.00</td>
<td>$30.00</td>
<td>$36.00</td>
<td>$43.00</td>
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<tr>
<td>Air Conditioning</td>
<td>$9.00</td>
<td>$11.00</td>
<td>$15.00</td>
<td>$19.00</td>
<td>$23.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>Evaporative Cooling</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$2.00</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$6.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00</td>
<td>$10.00</td>
<td>$13.00</td>
<td>$16.00</td>
<td>$19.00</td>
<td>$22.00</td>
</tr>
<tr>
<td>Water, Sewer, Trash Collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$19.00</td>
<td>$21.00</td>
<td>$26.00</td>
<td>$30.00</td>
<td>$34.00</td>
<td>$39.00</td>
</tr>
<tr>
<td>Sewer</td>
<td>$21.00</td>
<td>$22.00</td>
<td>$25.00</td>
<td>$29.00</td>
<td>$32.00</td>
<td>$36.00</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$27.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>Tenant-suppied Appliances</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range / Microwave Tenant-suppied</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>Refrigerator Tenant-suppied</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
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<tr>
<td>Other--specify: Monthly Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Charge $8.56</td>
<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>Natural Gas Charge $19.07</td>
<td>$19.00</td>
<td>$19.00</td>
<td>$19.00</td>
<td>$19.00</td>
<td>$19.00</td>
<td>$19.00</td>
</tr>
</tbody>
</table>

### Actual Family Allowances

To be used by the family to compute allowance. **Complete below for the actual unit rented.**

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Name of Family**

**Address of Unit**

**Number of Bedrooms**

**Date (09/01/2019):**

---

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

---

The Nelrod Company 4/2019 Update adapted from form HUD-52667
# ANNUAL OPERATING EXPENSES

**General & Administrative Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,558</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,478</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,060</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$750</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,711</td>
</tr>
<tr>
<td>Contract Services, Membership Fees</td>
<td>$8,442</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**Management Fee:**

- Percent of Effective Gross Income: 5.00%
- Management Fee: $30,062

**Payroll, Payroll Tax & Employee Benefits**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$50,300</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$37,400</td>
</tr>
<tr>
<td>Employee Taxes and Benefits</td>
<td>$24,300</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$112,000</td>
</tr>
</tbody>
</table>

**Repairs & Maintenance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$1,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$7,500</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$18,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$37,500</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$68,000</td>
</tr>
</tbody>
</table>

**Utilities (Enter Only Property Paid Expense)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$22,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$2,200</td>
</tr>
<tr>
<td>Trash</td>
<td>$35,800</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$8,800</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

**Annual Property Insurance:**

- Rate per net rentable square foot: $0.49
- Annual Property Insurance: $28,000

**Property Taxes:**

- Annual Property Taxes: $250
- Payments in Lieu of Taxes: $20,000
- Total Property Taxes: $218,077

**Reserve for Replacements:**

- Annual reserves per unit: $500
- Reserve for Replacements: $20,000

**Other Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$8,800</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,200</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL EXPENSES**

- Expense per unit: $4376
- Expense to Income Ratio: 58.22%

**NET OPERATING INCOME (before debt service):** $251,174

**Annual Debt Service**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citi Perm Loan Debt Service</td>
<td>$218,077</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>$218,077</td>
</tr>
</tbody>
</table>

**NET CASH FLOW:** $33,977

If a revised form is submitted, date of submission: 2/25/2020
### 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

#### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$623,280</td>
<td>$635,746</td>
<td>$648,461</td>
<td>$661,430</td>
<td>$674,658</td>
<td>$744,877</td>
<td>$822,405</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$9,600</td>
<td>$9,792</td>
<td>$9,988</td>
<td>$10,188</td>
<td>$10,391</td>
<td>$11,473</td>
<td>$12,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$632,880</td>
<td>$645,538</td>
<td>$658,448</td>
<td>$671,617</td>
<td>$685,050</td>
<td>$756,350</td>
<td>$835,072</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(31,644)</td>
<td>$(32,277)</td>
<td>$(32,922)</td>
<td>$(33,581)</td>
<td>$(34,252)</td>
<td>$(37,818)</td>
<td>$(41,754)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$601,236</td>
<td>$613,261</td>
<td>$625,526</td>
<td>$638,036</td>
<td>$650,797</td>
<td>$718,533</td>
<td>$793,318</td>
</tr>
</tbody>
</table>

#### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,096</td>
<td>$30,252</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$30,062</td>
<td>$30,663</td>
<td>$31,277</td>
<td>$31,902</td>
<td>$32,540</td>
<td>$35,927</td>
<td>$39,666</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,000</td>
<td>$115,360</td>
<td>$118,821</td>
<td>$122,385</td>
<td>$126,057</td>
<td>$146,135</td>
<td>$169,410</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,000</td>
<td>$70,400</td>
<td>$72,141</td>
<td>$74,305</td>
<td>$76,535</td>
<td>$88,725</td>
<td>$102,856</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,000</td>
<td>$22,660</td>
<td>$23,340</td>
<td>$24,040</td>
<td>$24,761</td>
<td>$28,705</td>
<td>$33,277</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$38,000</td>
<td>$39,140</td>
<td>$40,314</td>
<td>$41,524</td>
<td>$42,769</td>
<td>$49,581</td>
<td>$57,478</td>
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<td>Annual Property Insurance Premiums</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
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<tr>
<td>Property Tax</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,096</td>
<td>$30,252</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$350,062</td>
<td>$360,264</td>
<td>$370,765</td>
<td>$381,575</td>
<td>$392,703</td>
<td>$453,455</td>
<td>$523,695</td>
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#### DEBT SERVICE

<table>
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<tr>
<th></th>
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<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$218,077</td>
<td>$218,077</td>
<td>$218,077</td>
<td>$218,077</td>
<td>$218,077</td>
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<td>$218,077</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$33,097</td>
<td>$34,920</td>
<td>$36,684</td>
<td>$38,384</td>
<td>$40,017</td>
<td>$47,001</td>
<td>$51,546</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$33,097</td>
<td>$68,017</td>
<td>$104,701</td>
<td>$143,086</td>
<td>$183,103</td>
<td>$400,648</td>
<td>$647,015</td>
</tr>
</tbody>
</table>

#### By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)
2020 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown

NA
2020 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td>$278,000.00</td>
<td></td>
<td></td>
<td>$278,000.00</td>
</tr>
<tr>
<td>Rough Grading</td>
<td></td>
<td></td>
<td>$137,631.00</td>
<td></td>
<td></td>
<td>$137,631.00</td>
</tr>
<tr>
<td>Fine Grading</td>
<td></td>
<td></td>
<td>$86,045.00</td>
<td></td>
<td></td>
<td>$86,045.00</td>
</tr>
<tr>
<td>On Site Concrete</td>
<td></td>
<td></td>
<td>$497,132.00</td>
<td></td>
<td></td>
<td>$497,132.00</td>
</tr>
<tr>
<td>On Site Utilities</td>
<td></td>
<td></td>
<td>$168,635.00</td>
<td></td>
<td></td>
<td>$168,635.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,167,443</strong></td>
</tr>
</tbody>
</table>

Georges Halloul    F-1902

Signature of Registered Engineer
02/28/2020

Printed Name

If a revised form is submitted, date of submission:

This is an opinion of cost based on schematics and is subject to changes during the design phase.
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,062,500</td>
<td></td>
</tr>
<tr>
<td>Existing building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition</strong></td>
<td>$1,062,500</td>
<td>$0</td>
</tr>
</tbody>
</table>

| **OFF-SITES**           |            |                                 |
| Off-site concrete       |            |                                 |
| Storm drains & devices  |            |                                 |
| Water & fire hydrants   |            |                                 |
| Off-site utilities      |            |                                 |
| Sewer lateral(s)        |            |                                 |
| Off-site paving         |            |                                 |
| Off-site electrical     |            |                                 |
| Other (specify)         |            |                                 |
| - see footnote 1        |            |                                 |
| Other (specify)         |            |                                 |
| - see footnote 1        |            |                                 |
| **Subtotal Off-Sites**  | $0         | $0                               |

| **SITE WORK**           |            |                                 |
| Demolition              |            |                                 |
| Asbestos Abatement      | 278,000    |                                 |
| (Demolition Only)       |            |                                 |
| Detention               |            |                                 |
| Rough grading           | 137,631    | 137,631                         |
| Fine grading            | 86,045     | 86,045                          |
| On-site concrete        | 497,132    | 497,132                         |
| On-site electrical      |            |                                 |
| On-site paving          |            |                                 |
| On-site utilities       |            |                                 |
| Decorative masonry      |            |                                 |
| Bumper stops, striping  |            |                                 |
| & signs                 |            |                                 |
| Other (specify)         |            |                                 |
| - see footnote 1        |            |                                 |
| **Subtotal Site Work**  | $1,167,443 | $0                               |

| **SITE AMENITIES**      |            |                                 |
| Landscaping             |            | 120,000                         |
| Pool and decking        |            |                                 |
| Athletic court(s),      |            | 30,000                          |
| playground(s)           |            |                                 |
| Fencing                 |            |                                 |
| Other (specify)         |            |                                 |
| - see footnote 1        |            |                                 |
| **Subtotal Site Amenities** | $150,000 | $0                               |

| **BUILDING COSTS**      |            |                                 |
| Concrete                | 980,000    | 980,000                         |
| Masonry                 | 35,000     | 35,000                          |
| Metals                  | 125,000    | 125,000                         |
| Woods and Plastics      | 352,000    | 352,000                         |
| Thermal and Moisture    | 109,890    | 109,890                         |
| Protection             |            |                                 |
| Roof Covering           | 112,500    | 112,500                         |
| Doors and Windows       | 140,000    | 140,000                         |

### Self Score Total: 118

### Notes:
- All off-site costs require documentation. Those entered in basis require more documentation!!! See 10 TAC §11.204(8)(E)(ii).
- Eligible Basis columns must be completed for all HTC Applicants.
- Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e).

### Development Cost Schedule Checkpoints:
- Total Cost column must be completed.
- Eligible Basis columns must be completed for all HTC Applicants.
- Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e).

### Development Cost Schedule Instructions:
- Total Development Summary must be consistent with the Summary Sources and Uses of Funds Statement.
- All Applications must complete the Total Cost column.
- Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e).
- HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below.

### Documentation Requirements:
- All off-site costs require documentation. Those entered in basis require more documentation!!! See 10 TAC §11.204(8)(E)(ii).
<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishes</td>
<td>642,855</td>
<td>642,855</td>
</tr>
<tr>
<td>Specialties</td>
<td>33,600</td>
<td>33,600</td>
</tr>
<tr>
<td>Equipment</td>
<td>2,110,080</td>
<td>2,110,080</td>
</tr>
<tr>
<td>Furnishings</td>
<td>1,055,040</td>
<td>1,055,040</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>1,055,040</td>
<td>1,055,040</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td>1,320,000</td>
<td>1,320,000</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td>$7,175,965</td>
<td>$5,855,965</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

Detached Community Facilities/Building
Carports and/or Garages
Lead-Based Paint Abatement
Asbestos Abatement (Rehabilitation Only)
Structured Parking
Commercial Space Costs
Other (specify) - see footnote 1

<table>
<thead>
<tr>
<th>Cost</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnishings</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td>1,320,000</td>
<td>1,320,000</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Voluntary Eligible Building Costs (After 11.9(e)(2))

Enter amount to be used to achieve desired score.

- $81.85 psf
- $4,722,745

### TOTAL BUILDING COSTS & SITE WORK (including site amenities)

<table>
<thead>
<tr>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Building Costs</td>
<td>$7,175,965</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Total Hard Costs</strong></td>
<td>$7,175,965</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Total Contactor Fees</strong></td>
<td>$7,175,965</td>
</tr>
</tbody>
</table>

### TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Cost</th>
<th>THC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements</td>
<td>6.00%</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Contractor overhead</td>
<td>6.00%</td>
<td>6.00%</td>
</tr>
<tr>
<td>G &amp; A Field</td>
<td>6.00%</td>
<td>6.00%</td>
</tr>
<tr>
<td><strong>Total Contractor Fees</strong></td>
<td>$1,248,531</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL CONSTRUCTION CONTRACT

<table>
<thead>
<tr>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 11.9(e)(2)</td>
<td>$1,248,531</td>
</tr>
<tr>
<td>Voluntary Eligible &quot;Hard Costs&quot;</td>
<td>$0.00 psf</td>
</tr>
<tr>
<td><strong>Total Construction Contract</strong></td>
<td>$1,248,531</td>
</tr>
</tbody>
</table>

### SOFT COSTS

<table>
<thead>
<tr>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>575,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>35,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>100,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>165,000</td>
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<tr>
<td>Accounting fees</td>
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<tr>
<td>Impact Fees</td>
<td>50,000</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>248,500</td>
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<tr>
<td>Appraisal</td>
<td>8,000</td>
</tr>
<tr>
<td>Market analysis</td>
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<tr>
<td>Environmental assessment</td>
<td>20,000</td>
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<tr>
<td>Soils report</td>
<td>10,000</td>
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</table>

**Requesting Score for §11.9(e)(2) at the bottom of the schedule in D202.**
<table>
<thead>
<tr>
<th>Category</th>
<th>Construction Loan(s)</th>
<th>Permanent Loan(s)</th>
<th>Bridge Loan(s)</th>
<th>Other Financing Costs</th>
<th>Developer Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>786,426</td>
<td>590,951</td>
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<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>128,000</td>
<td>128,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>120,782</td>
<td>120,782</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>60,000</td>
<td>60,000</td>
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</tr>
<tr>
<td>Inspection fees</td>
<td>20,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
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</tr>
<tr>
<td>Discount Points</td>
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</tr>
<tr>
<td>Lender Third Party Reports</td>
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</tr>
<tr>
<td>Loan origination fees</td>
<td>38,400</td>
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<td></td>
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<tr>
<td>Title &amp; recording fees</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Bond premium</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forward Commitment/Conversion</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td></td>
<td></td>
<td></td>
<td>66,310</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
<td></td>
<td>167,500</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amount)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Financing Cost</td>
<td>1,334,918</td>
<td>0</td>
<td>944,733</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/25/2020
<table>
<thead>
<tr>
<th>General &amp; administrative</th>
<th>Profit or fee</th>
<th>Subtotal Developer Fees 15.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$1,825,328</td>
</tr>
</tbody>
</table>

**RESERVES**

<table>
<thead>
<tr>
<th>Rent-up - new funds</th>
<th>Rent-up - existing reserves*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating - new funds</th>
<th>Operating - existing reserves*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Replacement - new funds</th>
<th>Replacement - existing reserves*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Escrows - new funds</th>
<th>Escrows - existing reserves*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

*Any existing reserve amounts should be listed on the Schedule of Sources.*

**TOTAL HOUSING DEVELOPMENT COSTS**

$16,061,406 $0 $10,696,231

The following calculations are for HTC Applications only.

**Deduct From Basis:**

<table>
<thead>
<tr>
<th>Federal grants used to finance costs in Eligible Basis</th>
<th>Non-qualified non-recourse financing</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Non-qualified portion of higher quality units §42(d)(5)</th>
<th>Historic Credits (residential portion only)</th>
</tr>
</thead>
</table>

**Total Eligible Basis**

$0 $10,696,231

**High Cost Area Adjustment (100% or 130%)**

130%

**Total Adjusted Basis**

$0 $13,905,100

**Applicable Fraction**

100%

**Total Qualified Basis**

$13,905,100 $0 $13,905,100

**Applicable Percentage**

9.00%

**Credits Supported by Eligible Basis**

$1,251,459 $0 $1,251,459

**Credit Request** (from 17.Development Narrative)

$1,232,777

Requested Score for 11.9(e)(2)

12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.*

Name of contact for Cost Estimate: **Ryan Wilson, Franklin Development Companies**

Phone Number for Contact: **(210) 408.3151**

If a revised form is submitted, date of submission: **2/25/2020**
TDHCA Application #20190 Nuestra Senora

Structured Parking Experience

Franklin Construction Limited (FCL) formulated the structured parking pricing from historical proposals that shared commonalities similar to the Nuestra Senora design. These include projects in Mansfield, TX (427 stalls), Dallas, TX (485 stalls), Oklahoma City, OK (365 stalls), and San Antonio, TX (215 stalls).

These proposals were provided by reputable subcontractors with experience extending several decades.

Subcontractors:
- Kent Companies  https://www.kentcompanies.com/
- Coreslab Structures  https://www.coreslab.com/
- NAPCO Precast  https://www.napcosa.com/

With every project, each division has at minimum, three bids obtained to properly qualify and confirm the accuracy of our pricing. In addition to pricing, we also request a schedule of expected completion to ensure the subcontractor’s expectations align with the master construction schedule.

The precast concrete components included in the Nuestra Senora pricing are:
- IT Beams, R Beams
- L Spandrel, R Spandrel
- Flat Slab, H Lite Wall, Flat Slab Wall Panels, Shear Walls
- Columns, Stairs, Natural openings
- All necessary embeds, epoxy, toppings
- Structured Parking foundation

Structured Parking Cost: $1,320,000.00

Throughout the course of construction, the structured parking feature will be overseen by an onsite superintendent experienced in this type of build. To further guarantee the safety and proper engineering of the product, walks are performed with third party consultants and inspectors to satisfy all local, state, and international building code requirements.

Respectfully,

[Signature]

Vice President
Karl K Wanke
2020 HTC
Full Application

Part 4 Tab 31

Financing Narrative and
Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td>$12,800,000</td>
<td>4.65%</td>
<td>First</td>
</tr>
<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td>$3,840,000</td>
<td>4.50%</td>
<td>35</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunt</td>
<td>HTC</td>
<td>$1,232,777</td>
<td>$1,738,042</td>
<td>$11,586,945</td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of El Paso</td>
<td>In-Kind Contribution</td>
<td>$500</td>
<td>$500</td>
<td></td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$1,105,219</td>
<td>$633,961</td>
<td></td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $15,643,761 | $16,061,406 |
| Total Uses of Funds    | $16,061,406 | |
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Citi Community Capital will provide a construction loan of $12,800,000 and a permanent loan of $3,840,000. The permanent loan will have an amortization of 35 years, and a 15 year term. Hunt will provide tax credit equity of $11,586,945. The City of El Paso has committed to waiving $500 of fees as an in-kind contribution. It is anticipated that $617,990 of the developer fee will be deferred and paid from cash flow.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

*Replacement reserves will be $250 per unit per year, as shown in the Annual Operating Expenses tab of the application.*

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

The residents of the property will benefit from Project Based Rental Assistance, provided by the Housing Authority of the City of El Paso.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

__________________________________________  ________________  2/25/2020
Signature, Authorized Representative, Construction or Permanent Lender  Printed Name  Date

Telephone: __________________________________________

Email address: __________________________________________

If a revised form is submitted, date of submission: ________________
Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

NA
Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name of the Local Political Subdivision providing the funding: City of El Paso</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>Total Points Claimed: 1</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Financial Feasibility (§11.9(e)(1))</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td>x 26</td>
</tr>
<tr>
<td></td>
<td>Total Points Claimed: 26</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>10.00%</td>
</tr>
<tr>
<td></td>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>7.68%</td>
</tr>
<tr>
<td></td>
<td>Eligibility for points:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Points Claimed: 3</td>
<td></td>
</tr>
</tbody>
</table>
Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

- Evidence of Rental Assistance/Subsidy
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters and
Gap Financing and/or Owner Contributions
Community Capital

February 25, 2020

Ryan Wilson
On behalf of EP Nuestra Senora, LP
Franklin Development Properties, Ltd.
21260 Gathering Oak, Ste. 101
San Antonio, TX 78260

Re: Nuestra Senora
El Paso, TX

Dear Mr. Wilson:

Citibank, N.A. ("CITI") understands that EP Nuestra Senora, LP on behalf of ("Nuestra Senora") (the "Project") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to EP Nuestra Senora, LP, the Project or any other person, claiming through EP Nuestra Senora, LP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,

CITIBANK, N.A.

Catherine Lee
Vice President
Encl. - Exhibit A
NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary: Citibank, N.A. ("CITI") proposes to arrange a construction/permanent loan ("Loan") to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

Property: A to-be-constructed multifamily project containing 80 units located in El Paso, TX. The property is commonly referred to as “Nuestra Senora.” ("Property")

Set-Asides: 10% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income ("AMI"), 20% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, and 70% of the units are reserved for individuals or families whose income is no greater than 60% of AMI. All units will be covered by a Project Based Section 8 contract.

Applicant: EP Nuestra Senora, LP

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

LIHTC Investor/Syndicator: If applicable, the Low Income Housing Tax Credit ("LIHTC") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.
Guarantor(s): Franklin Family Investments, Ltd. and Paisano Housing Redevelopment Corporation and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

Loan Security: First lien on land or leasehold estate and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s). The Construction Phase Recourse Guarantees will be provided by Franklin Family Investments, Ltd.

Guarantees, Permanent Phase: None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues. The Permanent Phase Recourse Guarantees will be provided by Paisano Housing Redevelopment Corporation.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): Fourth Quarter 2020 or First Quarter 2021

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $12,800,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: CITI is underwriting to a variable rate that is currently estimated to be 4.65%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.
Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment premium unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepays Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment premium shall be payable to CITI

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.
Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents) unless other arrangements have been approved by CITI. Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $3,840,000 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: CITI is underwriting to a fixed that is currently estimated to be 4.50%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.
Conversion to Permanent Phase Requirements:

Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.

Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $250/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of $250/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and Citi has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

Social Services: CITI has included the social services in the amount of $8,800 in our proforma for this property.
TDHCA Acknowledgement:

Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by the last business day of November 2020. The Bank would be prepared to close in that time frame.

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount, together the (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

CITI Legal Fees (est): Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

Course of Construction Inspections (est): $TBD/monthly report.

Construction Term Extension Fee: There will be no fee for the first extension and a fee of 0.25% of the Construction Phase Loan Amount for the second extension.
Conversion Fee and Expenses: A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Tax-exempt Loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”). The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

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**15 Year Rental Housing Operating Pro Forma (All Programs)**

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$623,280</td>
<td>$635,746</td>
<td>$648,461</td>
<td>$661,430</td>
<td>$674,658</td>
<td>$744,877</td>
<td>$822,405</td>
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<td>Secondary Income</td>
<td>$9,600</td>
<td>$9,792</td>
<td>$9,988</td>
<td>$10,188</td>
<td>$10,391</td>
<td>$11,473</td>
<td>$12,667</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$632,880</td>
<td>$645,538</td>
<td>$658,448</td>
<td>$671,617</td>
<td>$685,050</td>
<td>$756,350</td>
<td>$835,072</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($31,644)</td>
<td>($32,277)</td>
<td>($32,922)</td>
<td>($33,581)</td>
<td>($34,252)</td>
<td>($37,818)</td>
<td>($41,754)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$601,236</td>
<td>$613,261</td>
<td>$625,526</td>
<td>$638,036</td>
<td>$650,797</td>
<td>$718,533</td>
<td>$793,318</td>
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### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,096</td>
<td>$30,252</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$30,062</td>
<td>$30,663</td>
<td>$31,277</td>
<td>$31,902</td>
<td>$32,540</td>
<td>$35,927</td>
<td>$39,666</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,000</td>
<td>$115,360</td>
<td>$118,821</td>
<td>$122,385</td>
<td>$126,057</td>
<td>$146,135</td>
<td>$169,410</td>
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<td>Repairs &amp; Maintenance</td>
<td>$68,000</td>
<td>$70,040</td>
<td>$72,141</td>
<td>$74,305</td>
<td>$76,535</td>
<td>$88,725</td>
<td>$102,856</td>
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<td>Electric &amp; Gas Utilities</td>
<td>$22,000</td>
<td>$22,660</td>
<td>$23,340</td>
<td>$24,040</td>
<td>$24,761</td>
<td>$28,705</td>
<td>$33,277</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$38,000</td>
<td>$39,140</td>
<td>$40,314</td>
<td>$41,524</td>
<td>$42,769</td>
<td>$49,581</td>
<td>$57,478</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
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<tr>
<td>Property Tax</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,096</td>
<td>$30,252</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$350,062</td>
<td>$360,254</td>
<td>$370,765</td>
<td>$381,575</td>
<td>$392,703</td>
<td>$453,415</td>
<td>$523,695</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$251,174</td>
<td>$250,997</td>
<td>$254,761</td>
<td>$256,461</td>
<td>$263,942</td>
<td>$264,762</td>
<td>$269,262</td>
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### DEBT SERVICE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$218,077</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$218,077</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$218,077</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$33,097</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$33,097</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for projects under §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Signature, Authorized Representative, Syndicator**

Phone: 713.752.5052
Email: catherine.kee@citigroup.com

Printed Name: Catherine Lee
Printed Name: [Signature]
Date: 2/25/20
Date: [Signature]

If a revised form is submitted, date of submission: [Signature]

2/25/2020
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$</td>
<td>0.00%</td>
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<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>0.00%</td>
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<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>0.00%</td>
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<td></td>
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<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td>$12,800,000</td>
<td>4.65%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td></td>
<td></td>
<td>$3,840,000</td>
<td>4.50%</td>
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</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Hunt</td>
<td>$1,232,777</td>
<td>$1,738,042</td>
<td></td>
<td>$11,586,045</td>
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<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
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<tr>
<td>City of El Paso</td>
<td>In-Kind Contribution</td>
<td>$500</td>
<td>$500</td>
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### Deferred Developer Fee

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer</td>
<td>$1,105,219</td>
<td>$633,961</td>
<td></td>
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### Other

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $15,643,761 | $16,061,406 |
| Total Uses of Funds    |             | $16,061,406 |
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Citi Community Capital will provide a construction loan of $12,800,000 and a permanent loan of $3,840,000. The permanent loan will have an amortization of 35 years, and a 15 year term. Hunt will provide tax credit equity of $11,586,945. The City of El Paso has committed to waiving $500 of fees as an in-kind contribution. It is anticipated that $617,990 of the developer fee will be deferred and paid from cash flow.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

**Replacement reserves will be $250 per unit per year, as shown in the Annual Operating Expenses tab of the application.**

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

The residents of the property will benefit from Project Based Rental Assistance, provided by the Housing Authority of the City of El Paso.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th><strong>Signature, Authorized Representative, Construction or Permanent Lender</strong></th>
<th><strong>Printed Name</strong></th>
<th><strong>Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathleen Lee</td>
<td>Cathleen Lee</td>
<td>2.25.20</td>
</tr>
</tbody>
</table>

**Telephone:** 713.752.5052  
**Email address:** Carne.e.lee@Citi.com

If a revised form is submitted, date of submission: 2/25/2020
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 26, 2020

Ryan Wilson
Franklin Development Properties, Ltd.
21260 Gathering Oak, Suite101
San Antonio, TX 78260

Re: Nuestra Senora (the “Project”), an 80-unit affordable housing development for seniors to be located in El Paso, El Paso County, Texas, and developed, constructed, owned and operated by EP Nuestra Senora, LP, a Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 (“IRC”)

Dear Mr. Wilson:

Thank you for providing Hunt Capital Partners, LLC (“HCP”) the opportunity to present this Letter of Intent Agreement. The following sets forth our proposal of the basic business terms to be included in the Partnership by and between Hunt, or its designees as the Investor Limited Partner (the “Limited Partner” or “LP”) and Paisano Nuestra Senora GP, LLC, a Texas limited liability company (the "General Partner" or "GP") regarding the Project.

Investment Entity: EP Nuestra Senora, LP, a Texas limited partnership with Paisano Nuestra Senora GP, LLC a Texas limited liability company as General Partner with a 0.005% ownership interest in the Partnership, Franklin Family Investments, Ltd a Texas limited liability company as a Special Limited Partner with a 0.005% ownership in the Partnership and Hunt Capital Partners, LLC or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

Tax Credits Available: $12,327,770 (“projected LIHTCs”)
The LP is acquiring 99.99% of the partnership’s tax credits with annual housing credit allocation of $1,232,777.

Net Credit Price to Partnership: $0.94 (Federal LIHTC)

Net Capital Contribution: $11,586,945
**Equity Proceeds Pay-In Schedule:** Based on the terms of this letter agreement and the information, projections, and assumptions you have provided to us, equity contributions will be made to the Partnership by the LP in the percentages set forth below:

1. 15% will be funded at (a) the Limited Partner's admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation; such funds shall be used to fund hard and soft development costs.

2. 55% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1) and (2) and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

3. 18% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2) and (3), (b) the issuance of final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months ("Stabilized Operations"), and (e) funding of the Permanent Loan; such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft costs.

4. 2% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1), (2), (3) and (4), (b) the issuance of all Treasury Forms 8609, and (c) receipt of the federal income tax return and K-1s for the Partnership; such funds shall be used to fund and any soft development costs.

**Obligations of the General Partner and Guarantor(s):** Operating Deficit Guaranty: The GP and Guarantors will guarantee and agree to loan to the Partnership sufficient funds, for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.
Development Completion Guaranty: The GP and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Hunt Capital Partners, LLC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The GPs will provide that, if in any year actual credits are less than Projected Credits, then LP shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the GP shall be guaranteed by GP, Developer and their principals (the “Guarantor”).

Asset Management Fee (AMF): $7,500 annually

Syndicator Costs: $20,000

Developer Fee: Of the total developer fee of $1,825,328 it is expected that $1,191,367 will be earned and paid and $633,961 will be deferred.

Cash Flow Split: Cash Flow to the Partnership shall be distributed as follows:

a. To the LP, to make any tax credit adjuster payment not previously made;

b. To the payment of any debts, excluding any unpaid Development Fee, owed to the Partners and/or their affiliates, until all such debts have been paid in full;

c. To the payment of the AMF plus all accrued AMF unpaid from prior years;

d. 100% to the payment of any unpaid Development Fee;

e. The balance, 90% to the GP as an Incentive Property Management Fee and 10% to the partners in accordance with their ownership percentages.
All tax profits, losses, and credits from operations will be allocated 0.005% to the GP, 0.005% to the SLP and 99.99% to the LP.

**Residual Split:**

From Refinancing or Sale. Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.

Sale and Refinancing Proceeds will be distributed as follows:

a. Payment in full of all Partnership debts except those due to Partners and/or their affiliates;

b. To the LP, to make any tax credit adjuster payment not previously made;

c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and GP’s capital contribution;

d. The balance, 90% to the GP and 10% to the LP.

**Replacement Reserves:** $250/unit/year

**Supportive Services:** $8,800

**Operating Reserves:** The greater of $213,052 or 6 months of debt service and operating expenses

**Other Terms and Conditions:**

1) Proof of award and allocation of LIHTC.

2) The GP must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner. It is anticipated that the following construction and perm sources will be provided to the project:

   - A 24-month construction loan provided by Citi Community Capital in the amount of $12,800,000 at a 4.65% interest rate.
- A permanent loan provided by Citi Community Capital in the amount of $3,840,000 at a 4.50% interest rate, a 15 year term and a 35-year amortization.

3) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;

4) The Capital Contributions are determined on the projected credits delivered to Hunt based on the lease-up schedule provided to Hunt by the GP. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

5) Final Approval of the transaction by HCP’s Investment Committee and approval of the transaction yield and tax rate assumptions by HCP’s Investor.
In recognition of the time and expense to be spent by Hunt in evaluating this transaction prior to closing, the GP will deal exclusively with Hunt with respect to the transactions noted in this firm commitment letter until this firm commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Sincerely,

Omar Chaudhry
Director, Acquisitions
Hunt Capital Partners, LLC

Cc: Dana Mayo (Hunt Capital Partners)
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

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<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
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<th>Provision for Vacancy &amp; Collection Loss</th>
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By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility.)

---

Signature, Authorized Representative, Construction or Permanent Lender

Omar Chaudhry

Signature, Authorized Representative, Syndicator

Omar Chaudhry

Printed Name: Omar Chaudhry

Phone: Omar Chaudhry

Email: Omar Chaudhry

Date: February 26, 2020

If a revised form is submitted, date of submission:
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of $500 from the City of El Paso.

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 Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 6, 2020.

2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of $500.00 in permit fees; these funds shall be used in developing Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190).

3. 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 14th day of February, 2020.

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures on the following page)
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance
February 27, 2020

EP Nuestra Senora, LP
5300 E. Paisano Drive
El Paso, Texas 79905

Re: Project Based Voucher Commitment for EP Nuestra Senora, LP

To Whom it May Concern:

The Housing Authority of the City of El Paso (HACEP) commits to providing 80 Project Based Vouchers for Section 8 Rental Assistance for the EP Nuestra Senora, LP development of Nuestra Senora, a proposed 80 unit multifamily development in El Paso, Texas. The vouchers will be committed to the project for 20 years, with an optional 20 year renewal, and will follow the payment standards for the Housing Choice Voucher Program, as indicated on the attached schedule.

Sincerely,

Satish Bhaskar
Executive Vice President and
Chief Financial Officer
## HCV Program

*(FMRs  October 1 2019)*

### EFFECTIVE October 2019

#### PAYMENT STANDARDS

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### 10/1/2019 to 9/30/2020

#### El Paso, TX

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The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the BR FMR for each extra bedroom.
2020 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Self Score Total: 118

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - Yes If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - Ownership Interest: 100.00%
   - Cash flow from operations: 100.00%
   - Developer Fee: 55.00%

   Total: 255.00%  (Must equal at least 50% regardless of structure)

   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.

   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

   Mark all that apply
   - Property Management
   - Construction
   - Development
   - Financing
   - Compliance

   - Yes No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

   - Yes Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - Yes A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - Yes A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - Yes Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2

2/25/2020
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
Internal Revenue Service

Date: February 5, 2003

Paisano Housing Redevelopment Corporation
5300 E. Paisano
El Paso, TX 79905-2931

Dear Sir or Madam:

This is in response to your request of February 5, 2003, regarding your organization's tax exempt status.

Our records indicate that a determination letter issued in February 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(3).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

John E. Ricketts, Director, TE/GE
Customer Account Services
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
Paisano Housing Redevelopment Corporation
Material Participation and Experience of Nonprofit

Paisano Housing Redevelopment Corporation is the nonprofit sponsor for this application and is the 100% owner and 55% developer for this project. Paisano is qualified to be a nonprofit on this application because it has previous experience with TDHCA housing programs. Additionally, as an instrumentality of the Housing Authority of the City of El Paso, this entity has the same board members as the Housing Authority and therefore its members have experience with public housing administration.

As the entity with control of this development, from construction through ongoing operation, Paisano will make all decisions regarding the development. Participation related to this property will be on a regular, continuous, and substantial basis throughout each year. The nonprofit will visit the property periodically and regularly to ensure proper operation. Paisano will oversee all aspects during operation, including oversight of the property management company, records management, compliance monitoring, review and approval of budgets, review of marketing and management plans, monitoring of the property for proper maintenance and upkeep, and any and all other duties related to the operation of the property.

Paisano Housing Redevelopment Corporation has previous participation on many TDHCA-funded developments. The chief executive officer of Paisano Housing Redevelopment Corporation, Gerald W. Cichon, has a 2014 TDHCA experience certificate that also confirms the housing experience of this organization and its members.
Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Organizational Chart

**Owner**
EP Nuestra Senora, LP
Texas limited partnership
100%

**Investor Limited Partner**
EP Nuestra Senora, LP
TBD
99.99%

**General Partner**
Paisano Nuestra Senora GP, LLC
A Texas limited liability company
0.005%

**Sole Member**
Paisano Housing Redevelopment Corporation
(An Instrumentality of the Housing Authority of the City of El Paso)
100%

**Officers/Directors**
Gerald W. Cichon, Secretary/Chief Executive Officer*
Satish Bhaskar, Chief Operating Officer*
Francisco Ortega, Chairperson 0%*
Eileen Karlsruher, Vice-Chairperson 0% *
Robbert Anderson, Board Member 0%*
Yadira Beltran, Board Member 0%*
Anna Louise Valdez Perez, Board Member 0%*
*Ability to Exercise Control

**Special Limited Partner**
Franklin Family Investments, Ltd.
A Texas Limited Partnership
0.005%

**General Partner**
FFLP, LLC
Aubra Franklin*
1%

**Limited Partner**
Aubra Franklin*
49.5%
*Ability to Exercise Control

**Limited Partner**
Susan Franklin*
49.5%
*Ability to Exercise Control

**Limited Partner**
Franklin Family Investments, Ltd.
Aubra Franklin*
1%

**Limited Partner**
Susan Franklin*
49.5%
*Ability to Exercise Control
Organizational Chart

Co-Developers

Paisano Housing Redevelopment Corporation
(An Instrumentality of the Housing Authority of the City of El Paso)

55%

**Officers/Directors**
Gerald W. Cichon, Secretary/Chief Executive Officer*
Satish Bhaskar, Chief Operating Officer*
Francisco Ortega, Chairperson 0%*
Eileen Karlsruher, Vice-Chairperson 0%*
Robbert Anderson, Board Member 0%*
Yadira Beltran, Board Member 0%*
Anna Louise Valdez Perez, Board Member 0%*

*Ability to Exercise Control

Franklin Development Properties, Ltd
A Texas Limited Partnership

45%

General Partner
FDLGP LLC
0.01%

Aubra Franklin*
Sole member, Manager
100%
*Ability to Exercise Control

Limited Partners
Susan Franklin 69.99%*
Ryan Wilson 25%*
Kenneth Brett Franklin 5%*
*Ability to Exercise Control

Ryan Wilson*
Manager
*Ability to Exercise Control
Organizational Chart

Guarantors

Franklin Family Investments, Ltd.
A Texas Limited Partnership

FFLP, LLC General Partner
1%

Limited Partner
Aubra Franklin*
49.5%
*Ability to Exercise Control

Limited Partner
Susan Franklin*
49.5%
*Ability to Exercise Control

Paisano Housing Redevelopment Corporation
(An Instrumentality of the Housing Authority of the City of El Paso)

Aubra Franklin*
Sole Member
100%
*Ability to Exercise Control

Limited Partner
Susan Franklin*
49.5%
*Ability to Exercise Control

Officers/Directors
Gerald W. Cichon, Secretary/Chief Executive Officer*
Satish Bhaskar, Chief Operating Officer*
Francisco Ortega, Chairperson 0%*
Eileen Karlsruher, Vice-Chairperson 0% *
Robbert Anderson, Board Member 0%*
Yadira Beltran, Board Member 0%*
Anna Louise Valdez Perez, Board Member 0%*

*Ability to Exercise Control
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>EP Nuestra Senora, LP</td>
<td></td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
<td>(915) 849-3813</td>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
</tr>
</tbody>
</table>

**Org. 1**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paisano Nuestra Senora GP, LLC</td>
<td>General Partner</td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
<td>(915) 849-3813</td>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
</tr>
</tbody>
</table>

**Org. 1.1**

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<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paisano Housing Redevelopment Corporation</td>
<td></td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
<td>(915) 849-3813</td>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
</tr>
</tbody>
</table>

**Org. 1.1.1**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paisano Housing Redevelopment Corporation</td>
<td>Sole Mem, Co-Dev, G</td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
<td>(915) 849-3813</td>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin Family Investments, Ltd.</td>
<td>SLP and Guar</td>
<td>San Antonio</td>
<td>TX</td>
<td>78260</td>
<td>2104083152</td>
<td><a href="mailto:lucila@franklindev.net">lucila@franklindev.net</a></td>
</tr>
</tbody>
</table>

**Org. 2**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFLP, LLC</td>
<td></td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

1. Gerald W. Cichon
2. Francisco Ortega
3. Eileen Karlsruher
4. Robbert Anderson
5. Yadira Beltran
6. Anna Louise Valdez Perez
7. Satish Bhaskar
8. NA
9. NA

---

1. FFLP, LLC
2. Aubra Franklin
3. Susan Franklin
4. NA
5. NA

---

2/25/2020
<table>
<thead>
<tr>
<th>Org.</th>
<th>TDHCA Experience:</th>
<th>TDHCA Experience:</th>
<th>TDHCA Experience:</th>
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<tr>
<td>2.1</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Organization Legal Name: FFLP, LLC</td>
<td>Role/Title</td>
<td>Member</td>
</tr>
<tr>
<td>Address: 21260 Gathering Oak, Ste. 101</td>
<td>City: San Antonio</td>
<td>State: TX</td>
<td>Zip: 78260</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 12/13/2004</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 2104083152</td>
<td>Email: <a href="mailto:lucila@franklindev.net">lucila@franklindev.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Aubra Franklin</td>
<td>2. NA</td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>Organization Legal Name: Franklin Development Properties, Ltd.</td>
<td>Role/Title</td>
<td>Co-Dev</td>
<td></td>
</tr>
<tr>
<td>Address: 21260 Gathering Oak, Ste. 101</td>
<td>City: San Antonio</td>
<td>State: TX</td>
<td>Zip: 78260</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td>45% Co-Developer</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 10/7/2004</td>
<td>Legal Org is or will be: Limited Partnership</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 2104083152</td>
<td>Email: <a href="mailto:lucila@franklindev.net">lucila@franklindev.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. FDLGP, LLC</td>
<td>2. Susan Franklin</td>
<td>3. Ryan Wilson</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organization Legal Name: FDLGP, LLC</td>
<td>Role/Title</td>
<td>Member</td>
</tr>
<tr>
<td>Address: 21260 Gathering Oak, Ste. 101</td>
<td>City: San Antonio</td>
<td>State: TX</td>
<td>Zip: 78260</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td>0.01% of Franklin Development Properties, Ltd.</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 8/12/2004</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 2104083152</td>
<td>Email: <a href="mailto:lucila@franklindev.net">lucila@franklindev.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Aubra Franklin</td>
<td>2. Ryan Wilson (manager)</td>
<td>3. NA</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td></td>
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<tr>
<td>Organization Legal Name: NA</td>
<td>Role/Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Organization legally formed?</td>
<td>Date formed:</td>
<td>Legal Org is or will be:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
<td>Email:</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development?</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>2.</td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td></td>
</tr>
</tbody>
</table>
| 2/25/2020
2020 HTC Full Application

Part 5 Tab 39

Previous Participation
### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

#### Person/Role:
- EP Nuestra Senora, LP
- Paisano Nuestra Senora GP, LLC

#### Email Address:
- tdeloye@hacep.org

#### City & State of Home Addr:
- El Paso, TX

#### Applicant Legal Name:
- EP Nuestra Senora, LP

### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

Add more rows to the form as needed.

### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>LIHEAP</th>
<th>TBRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>SFD</td>
<td>NSP</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.
**Previous Participation Form**

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

### Person/Role:
- Paisano Housing Redevelopment Corporation
  - Gerald W. Cichon
  - Satish Bhaskar
  - Eileen Karlsruher
  - Francisco Ortega
  - Robbert Anderson
  - Anna Louise Valdez Perez
  - Yadira Beltran

### Email Address:
- tdelaye@hacep.org

### City & State of Home Addr:
- El Paso, TX

### Applicant Legal Name:
- EP Nuestra Senora, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tr>
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<td>Western Burgandy</td>
<td>El Paso</td>
<td>HTC</td>
<td>Apr-99</td>
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<td>97025</td>
<td>Western Carolina</td>
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<td>HTC</td>
<td>Mar-99</td>
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<tr>
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<td>Western Crosby</td>
<td>El Paso</td>
<td>HTC</td>
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<td>99097</td>
<td>Western Eastside Seniors</td>
<td>El Paso</td>
<td>HTC</td>
<td>Nov-00</td>
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<td>96070</td>
<td>Western Gallagher I</td>
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<td>HTC</td>
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<tr>
<td>97090</td>
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<td>98093</td>
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<td>Meadowbrook Townhomes</td>
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<td>1116</td>
<td>Bienveni Parkside Senior Community</td>
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<td>Feb-97</td>
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<td>4070</td>
<td>Cedar Oak Townhomes</td>
<td>El Paso</td>
<td>HTC</td>
<td>Nov-14</td>
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<td>North Mountain Village</td>
<td>El Paso</td>
<td>HTC</td>
<td>Jun-14</td>
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<td>7405</td>
<td>Alamito Terrace</td>
<td>El Paso</td>
<td>HTC</td>
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<td>8412</td>
<td>Alamito Gardens</td>
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<td>HTC</td>
<td>May-14</td>
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<td>12152</td>
<td>Eastside Crossings</td>
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<td>HTC</td>
<td>Jan-14</td>
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</tr>
<tr>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

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<tr>
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<tr>
<td>Blue Flame</td>
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<td>HTC</td>
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<tr>
<td>Medano Heights</td>
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<td>HTC</td>
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<td>Chelsea Plaza</td>
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<tr>
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<td>DeWetter Apts</td>
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<tr>
<td>Jackie Robinson Memorial Apartments</td>
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By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

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<th>Community Affairs:</th>
<th>CEAP</th>
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<td>CFDC</td>
<td>HBA</td>
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<td>DR</td>
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<td></td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
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Other:
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Franklin Family Investments, Ltd. / SLP, Guarantor
Email Address: afranklin@franklindevelopment.net
City & State of Home Addr: San Antonio, Texas
Applicant Legal Name: EP Nuestra Senora, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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   Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>LIHTC</td>
<td>Apr-09</td>
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<tr>
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<td>LIHTC</td>
<td>Jan-08</td>
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<tr>
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<td>Nov-06</td>
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<td>Feb-11</td>
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<tr>
<td>10014</td>
<td>Artisan at Port Isabel</td>
<td>Port Isabel</td>
<td>LIHTC</td>
<td>Aug-11</td>
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<tr>
<td>15134</td>
<td>Artisan at Judson</td>
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<td>Jul-15</td>
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<td>El Paso</td>
<td>LIHTC</td>
<td>Dec-17</td>
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<td>Aug-18</td>
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<td>Dec-19</td>
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<table>
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<th>Community Affairs:</th>
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<th>CBGB</th>
<th>ESG</th>
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<th>TBRA</th>
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<td>HOME:</td>
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<td>NSP</td>
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<tr>
<td>HTF/OCl:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
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Person/Role: FFLP, LLC / SLP, Guarantor
Email Address: afranklin@franklindevelopment.net
City & State of Home Addr: San Antonio, Texas
Applicant Legal Name: EP Nuestra Senora, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
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**Person/Role:** Aubra Franklin / SLP, Developer, Guarantor  
**Email Address:** afranklin@franklindevelopment.net  
**City & State of Home Addr:** San Antonio, Texas  
**Applicant Legal Name:** EP Nuestra Senora, LP

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**Person/Role:** Susan Franklin / SLP, Developer, Guarantor  
**Email Address:** SusanFranklin@me.com  
**City & State of Home Addr:** San Antonio, Texas  
**Applicant Legal Name:** EP Nuestra Senora, LP

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**Person/Role:**

Franklin Development Properties, Ltd. / Developer

**Email Address:**

afranklin@franklindevelopment.net

**City & State of Home Addr:**

San Antonio, Texas

**Applicant Legal Name:**

EP Nuestra Senora, LP

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| Person/Role: | FDLGP, LLC / Developer GP |
| Email Address: | afranklin@franklindevelopment.net |
| City & State of Home Addr: | San Antonio, Texas |
| Applicant Legal Name: | EP Nuestra Senora, LP |

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Person/Role: Brett Franklin / Developer

Email Address: Bfranklin@franklindev.net

City & State of Home Addr: San Antonio, Texas

Applicant Legal Name: EP Nuestra Senora, LP

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Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Ryan Wilson / Developer

**Email Address:** Ryan@franklindev.net

**City & State of Home Addr:** San Antonio, Texas

**Applicant Legal Name:** EP Nuestra Senora, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Jackie Robinson Apartments</td>
<td>El Paso</td>
<td>LIHTC</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<tr>
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<th>DOE</th>
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</table>
2020 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation
**Nonprofit Participation**

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:** Paisano Housing Redevelopment Corporation
- **Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?** Yes
- **If no to the question above, what is its current legal status?**
- **If "Other" please specify:**
- **Date of legal formation of Nonprofit Organization:** 8/12/96

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?** No
   - **If “Yes”, will this nonprofit organization Control the Applicant?**
   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:** Sole member of general partner of owner, 55% Developer, Guarantor

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

   Nonprofit will be sole controlling Owner, 55% co developer and Guarantor for the property.

4) **Will the nonprofit receive part of the development fees paid in connection with the development?** Yes
   - **If "Yes," explain:** Nonprofit is 55% Developer

- **Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization’s participation in the Application and naming all members of the board and employees who may act on its behalf.**
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerald W. Cichon</td>
<td>Chief Executive Officer</td>
<td>5300 E. Paisano Dr.</td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
</tr>
<tr>
<td>Satish Bhaskar</td>
<td>Chief Operating Officer</td>
<td>5300 E. Paisano Dr.</td>
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</tr>
<tr>
<td>Francisco Ortega</td>
<td>Chairperson</td>
<td>201 East Main #110</td>
<td>El Paso</td>
<td>TX</td>
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<tr>
<td>Eileen Karlsruher</td>
<td>Vice Chairperson</td>
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<td>Anna Louise Valdez Perez</td>
<td>Board Member</td>
<td>5300 E. Paisano Dr.</td>
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<tr>
<td>Yadira Beltran</td>
<td>Resident Commissioner</td>
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2/27/20
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

- × A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  - indicating the Board's awareness of the organization’s participation in each specific Application, and
  - naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

- × IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- × Nonprofit Participation exhibit as provided in the Application

- × Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- × The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant
  (not applicable to Tax-Exempt Bond Developments)

- × Certification regarding Board member residence
  (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- × IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- × Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- × Nonprofit Participation exhibit
PAISANO HOUSING REDEVELOPMENT CORPORATION

Resolution No. 167

Resolution Authorizing Submission of and Participation in Housing Tax Credit and/or Other Applications to the Texas Department of Housing and Community Affairs, the City of El Paso, and/or Other Appropriate Agencies or Entities for Financing the Development or Re-Development of Affordable Housing

Whereas, Paisano Housing Redevelopment Corporation (“PHRC”) owns, oversees, manages, develops, modernizes and re-develops affordable housing for low income families and individuals, as well as disabled, elderly and others in need of housing assistance (hereinafter, collectively referred to as “low-income families”);

Whereas, the Board of Directors of PHRC (the “Board”) believes it will further the mission of PHRC and its sponsor, the Housing Authority of the City of El Paso (the “Housing Authority”) as set forth in Housing Authority Resolution 2464 dated December 17, 2019, to develop, modernize, re-develop, and/or renovate additional and/or existing affordable housing for low-income families;

Whereas, the Board finds it will support PHRC’s mission (and the mission of its sponsor, the Housing Authority) to seek low-income housing tax credit (“LIHTC”) financing from the Texas Department of Housing and Community Affairs (“TDHCA”) for the construction, development, re-development and/or renovation of affordable housing either on property currently owned by the Housing Authority or to be acquired;

Whereas, the Board further finds it will support PHRC’s mission to seek other forms of tax credit financing, including Historic Tax Credits (“HTC”) for the construction, development, re-development and/or renovation of affordable housing for low-income families;

Whereas, the Board is approving this resolution with the specific intend and desire to authorize PHRC to apply for and/or support the application for tax credits of any type (including but not limited to 4% and/or 9% LIHTC, At-Risk Set-Aside tax credits, and/or historic tax credits), as appropriate, through TDHCA or through any other appropriate process by which PHRC may obtain or participate in LIHTC financing, including seeking and obtaining letters of support from the City of El Paso and local elected or other officials;

Now therefore, be it resolved by the Board, that the Chief Executive Officer (“CEO”) of PHRC, or his designee, is hereby authorized to submit applications and commence all necessary efforts and steps necessary, including seeking letters of support, to obtain or participate in tax credit allocations through TDHCA or otherwise for the development, re-development, modernization, or constructions at appropriate sites in the City of El Paso to include the following three projects:

<table>
<thead>
<tr>
<th>Project Name</th>
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<th>TDHCA Application #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nuestra Senora</td>
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<td>TDHCA App. #20190</td>
</tr>
<tr>
<td>Cortez Plaza</td>
<td>201 Cortez, El Paso, Texas 79905</td>
<td>TDHCA App. #20187</td>
</tr>
<tr>
<td>Zaragoza Place</td>
<td>2050 Zaragoza Rd., El Paso, Texas 79938</td>
<td>TDHCA App. #20195</td>
</tr>
</tbody>
</table>
Be it further resolved by the Board, that the CEO of PHRC is authorized to enter into negotiations for the development of a non-exhaustive list of properties, including negotiations to submit tax credit applications with development partnerships submitted to the Housing Authority in response to an open and public procurement of development partnership opportunities;

Be it further resolved by the Board, that the CEO of PHRC is further authorized to sign all documents to submit a housing tax credit applications of any nature to the TDHCA or to any other appropriate agency/source for low-income and/or affordable multi-family housing to be constructed on the properties to be selected, including applying for and obtaining support from other local or regional entities, and that all actions taken in regards to such applications either before or after this resolution are hereby ratified and approved by the Board.

Passed and approved this 19th day of February, 2020.

Paisano Housing Redevelopment Corporation

[Signatures]

Francisco Ortega, Chairperson
Anna Louise Valdez Perez, Director
Robbert Anderson, Director

[Signatures]

Eileen Karlsruher, Vice Chairperson
Yadira Beltran, Director

Attest: [Signature]

Secretary

Approved as to form:

[Signature]

Legal Counsel
MEETING HELD BY THE BOARD OF DIRECTORS OF PAISANO
HOUSING REDEVELOPMENT CORPORATION
ON FEBRUARY 19, 2020

RESOLUTION NO. 167

The following resolution was introduced by Chairperson Ortega and considered.

WHEREAS, The Board of Directors of Paisano Housing Redevelopment Corporation approved resolution authorizing submission of and participation in housing tax credit and/or other applications to the Texas Department of Housing and Community Affairs, the City of El Paso, and/or other appropriate agencies or entities for financing the development or the re-development of affordable housing.

After discussion Director Perez moved that the resolution presented to the Board be adopted. The motion was seconded by Director Beltran and on roll call the following vote was recorded:

AYES: Directors Anderson, Karlsruher, Perez, Ortega and Beltran.

NAYS: None.

The Chairperson thereupon declared the motion carried and the resolution adopted.

ATTEST:

[Signature]
Secretary
HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS

Resolution No. 2469

Amended Resolution Authorizing Submission of Housing Tax Credit and/or Other Applications to the Texas Department of Housing and Community Affairs, the City of El Paso, and/or Other Appropriate Agencies or Entities for Financing the Development or Re-Development of Affordable Housing

Whereas, the Housing Authority of the City of El Paso, Texas, in conjunction with its instrumentalities, affiliates and development partners, including Paisano Housing Redevelopment Corporation (collectively, the “Housing Authority”), owns, oversees, manages, develops, modernizes and re-develops affordable housing for low income families and individuals, as well as disabled, elderly and others in need of housing assistance (hereinafter, collectively referred to as “low-income families”);

Whereas, the Board of Commissioners of the Housing Authority (the “Board”) believes it will further the mission of the Housing Authority to develop, modernize, re-develop, and/or renovate additional and/or existing affordable housing for low-income families;

Whereas, the Board finds it will support the Housing Authority’s mission, in particular to seek low-income housing tax credit (“LIHTC”) financing from the Texas Department of Housing and Community Affairs (“TDHCA”) for the construction, development, re-development and/or renovation of affordable housing either on property currently owned by the Housing Authority or to be acquired;

Whereas, the Board further finds it will support the Housing Authority’s mission to seek other forms of tax credit financing, including Historic Tax Credits (“HTC”) for the construction, development, re-development and/or renovation of affordable housing;

Whereas, the Board is approving this resolution with the specific intent and desire to authorize the Housing Authority to apply for tax credits of any type (including but not limited to 4% and/or 9% LIHTC, At-Risk Set-Aside tax credits, and/or historic tax credits), as appropriate, through TDHCA or through any other appropriate process by which the Housing Authority may obtain LIHTC financing, including seeking and obtaining letters of support from the City of El Paso and local elected or other officials:

Now therefore, be it resolved by the Board, that the Chief Executive Officer (“CEO”) of the Housing Authority, or his designee, is hereby authorized to submit applications and commence all necessary efforts and steps necessary, including seeking letters of support, to obtain tax credits through TDHCA or otherwise for the development, re-development, modernization, or constructions at appropriate sites in the City of El Paso to include the following three projects:

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Be it further resolved by the Board, that the CEO is authorized to enter into negotiations for the development of a non-exhaustive list of properties, including negotiations to submit tax credit applications with development partnerships submitted to the Housing Authority in response to an open and public procurement of development partnership opportunities;

Be it further resolved by the Board, that the CEO is further authorized to sign all documents to submit a housing tax credit applications of any nature to the TDHCA or to any other appropriate agency/source for low-income and/or affordable multi-family housing to be constructed on the properties to be selected, including applying for and obtaining support from other local or regional entities, and that all actions taken in regards to such applications either before or after this resolution are hereby ratified and approved by the Board.

Passed and approved this 19th day of February 2020.

Housing Authority of the City of El Paso, Texas

Francisco Ortega, Chairperson

Anna Louise Valdez Perez, Commissioner

Robbert Anderson, Commissioner

Attest:

Secretary

Eileen Karlsruher, Vice Chairperson

Yadira Beltran, Resident Commissioner

Approved as to form:

Legal Counsel
The following resolution was introduced by Chairperson Ortega and considered.

The Board of Commissioners of the Housing Authority of the City of El Paso, Texas approved amended resolution approving submission of housing tax credits and/or other applications to the Texas Department of Housing and Community Affairs, the City of El Paso, and/or other appropriate agencies or entities for financing the development or re-development of affordable housing.

After discussion Commissioner Perez made a motion that the resolution presented to the Board be adopted. The motion was seconded by Commissioner Anderson and on roll call the following vote was recorded:

AYES: Commissioners Anderson, Karlsruher, Ortega, Perez and Beltran.

NAYS: None.

The Chairperson thereupon declared the motion carried and the resolution adopted.

ATTEST:

[Signature]

Secretary
Dear Sir or Madam:

This is in response to your request of February 5, 2003, regarding your organization’s tax exempt status.

Our records indicate that a determination letter issued in February 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(3).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization’s sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization’s annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Paisano Housing Redevelopment Corporation
74-2793526

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

John E. Ricketts, Director, TE/GE
Customer Account Services
February 24, 2020

Texas Department of Housing and Community Affairs
P.O. Box 13941
221 East 11th Street
Austin, TX 78711-3941

Re: Name of Development: Nuestra Senora (the “Development”)
Address: 405 Montana Ave., El Paso, Texas
Development Owner: EP Nuestra Senora, LP (the “Applicant”)
Application Number: #20190

Ladies and Gentlemen:

EP Nuestra Senora, LP, a to-be-formed Texas limited partnership, is the Applicant. Paisano Nuestra Senora GP, LLC, a to-be-formed Texas limited liability company, is the general partner of the Applicant. Paisano Nuestra Senora GP, LLC is, in turn, wholly owned and controlled by its sole member, Paisano Housing Redevelopment Corporation (“PHRC”), a Texas nonprofit corporation and public facility corporation pursuant to Texas Local Government Code Chapter 303. PHRC, in addition to its status as a Texas nonprofit corporation is tax exempt under 501(c)(3) of the Internal Revenue Code (the “Code”).

We have been asked to render our legal opinion to meet the requirements of Tex. Gov’t Code, §2306.6706 and 10 TAC §11.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the “Department”) so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov’t Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed: (1) with respect to PHRC, its Certificate of Formation (Articles), as amended; its Certificate of Filing; its Bylaws (as amended); recent Board of Directors’ resolutions and meeting minutes; and the Letter of Determination dated March 5, 1997 from the Internal Revenue Service pertaining to PHRC’s federal tax exempt status; (2) with respect to Paisano Nuestra Senora GP, LLC, we have examined the records of PHRC above and the anticipated corporate structure of Paisano Nuestra Senora GP, LLC; and (3) with respect to the sponsor of PHRC pursuant to TEX. LOCAL GOV. CODE ANN. Ch. 303, the Housing Authority of the City of El Paso (“HACEP”), its formation documents, Bylaws, organizational structure and its governing statute, TEX. LOCAL GOV. CODE ANN. Ch. 392. We have also examined the records of Paisano Nuestra Senora GP, LLC, PHRC, and HACEP to
determine whether or not there exists any identity of interest between them and any for-profit sponsors of the above-referenced development, (the “Development”). We have reviewed the original or certified copies of the development agreement, the partnership agreement, and such other documents, instruments, and writings as we deemed necessary or advisable to enable us to render this opinion. We have assumed and relied upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon our review of the foregoing, it is our opinion that:

1. PHRC is not affiliated with or Controlled (within the meaning of 10 TAC 10.3(a)(29) by a for-profit organization with respect to the Development.

2. PHRC is a “Qualified Nonprofit Organization” within the meaning of TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code.

3. PHRC is an organization described in paragraph (3) or (4) of §501(c) and is exempt from tax under §501(a) of the Code. Paisano Nuestra Senora GP, LLC and PHRC are also exempt from taxation pursuant to TEX. LOC. GOV’T CODE § 392.005, by virtue of their affiliation with HACEP. PHRC is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period. Paisano Nuestra Senora GP, LLC is the sole general partner of the Applicant.

4. PHRC is an organization which specifically has the provision of low-income housing as one of its tax exempt purposes and the development and operation of the Development as low income housing is a legal purpose of the Applicant. Further, both Paisano Nuestra Senora GP, LLC and PHRC act exclusively in support of the statutory mission of HACEP, which is organized and exists to provide affordable and low income housing in its area of operation. TEX. LOC. GOV’T CODE ANN. Ch. 392.

5. EP Nuestra Senora, LP is eligible for a housing credit allocation from the set-aside reserved for the use of qualified nonprofit organizations. Paisano Nuestra Senora GP, LLC, as a wholly-owned and –controlled subsidiary of PHRC, will control the Development. Accordingly, as stated above, Paisano Nuestra Senora GP, LLC is a Qualified Nonprofit Organization within the meaning of TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code. In rendering this opinion, we understand and affirm that eligibility is contingent upon the nonprofit organization controlling the Development, or in the case of an Application is filed on behalf of a limited partnership, the nonprofit organization controlling the development being the sole General Partner; and otherwise meeting the requirements of TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code.

6. Paisano Nuestra Senora GP, LLC will have the managing general partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary
meeting the requirements of TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code be the Developer or co-Developer as evidenced in the development agreement.

7. **PHRC prohibits any member of its board of directors, other than a chief staff member serving concurrently as a member of the board, from receiving material compensation for service on the Board.**

8. **PHRC has the ability to do business as a nonprofit in Texas.**

It is our intention that this opinion be relied upon by you in making your determination as to the Applicant’s required application materials pursuant to 10 TAC §10.204(14)(A)(iii)(I)-(V) and as to the eligibility of the development to receive Housing Tax Credits from the Non-Profit Set-Aside pursuant to TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code.

We have made no independent investigation as to factual matters, except as expressly stated herein. We use the terms “to our knowledge,” “to the best of our knowledge,” “as known to us,” “as far as we know,” and similar terms to indicate that we have not made any inquiry or investigation into factual matters, and that our opinions are therefore limited in scope and based solely on the actual knowledge of Robert L. Blumenfeld, the only attorney in our firm who has rendered substantial legal advice to Paisano Nuestra Senora GP, LLC, PHRC, and HACEP in connection with the substitution transaction contemplated with respect to the owner of the development.

We have assumed the legal capacity of all individuals, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic, or conformed copies, and the authenticity of the originals of such documents. We also have assumed the due authorization, execution and delivery of all documents to be delivered by Paisano Nuestra Senora GP, LLC, PHRC, and HACEP, and the validity and binding effect of those documents with respect to any such party.

Our opinions are based solely upon the laws of the United States of America and the State of Texas. We express no opinion concerning the laws of any other jurisdiction or whether such laws may apply, under a conflict of laws analysis or otherwise.

We express no opinion as to any matter not specifically stated to be and numbered as an opinion, and we undertake no obligation to advise you of legal or factual changes affecting this opinion that occur after the date of this letter.

We confirm that we do not have any financial interest in the Development, and that other than as counsel for Paisano Nuestra Senora GP, LLC, PHRC, and HACEP, we have no interest in the Development and do not serve as a director, officer or an employee of any nonprofit or for-profit organization involved in the Development. We have no undisclosed interest in the subject matters of this opinion.
The foregoing opinions are for the exclusive reliance of the Department. Without prior written consent of this firm, no other person or entity may rely on any opinion expressed in this letter.

Sincerely,

MENDEL • BLUMENFELD, PLLC

[Signature]
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<th>PTD Budget</th>
<th>Variance</th>
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### Balance Sheet (With Period Change)

**Balance** | **Beginning** | **Net**
---|---|---
| | | **Current Period** | **Balance** | **Change** |
**111000-0000** | Cash Operations |  |  |
**111100-0000** | Cash Operating Account | 19,438,998.56 | 29,666,044.33 | -10,227,045.77 |
**111100-6701** | Master Cash Account | 0.00 | 16,983.83 | -16,983.83 |
**111999-0000** | Total Cash | 19,438,998.56 | 29,683,028.16 | -10,244,029.60 |
**113000-0000** | Reserve Accounts |  |  |
**113800-0000** | Cash - AFV | 3,400,000.00 | 3,400,000.00 | 0.00 |
**113900-0000** | Cash Other - Restricted | 472,483.38 | 472,483.38 | 0.00 |
**113999-0000** | Total Reserve Accounts | 3,872,483.38 | 3,872,483.38 | 0.00 |
**120000-0000** | Accounts Receivable |  |  |
**120300-0001** | Note Receivable - Eastside Crossings Unrestricted | 517,372.00 | 517,372.00 | 0.00 |
**120300-0002** | Note Receivable - Eastside Crossings Restricted | 4,744,228.00 | 4,744,228.00 | 0.00 |
**120300-0003** | Note Receivable - Home Loan Eastside Crossings | 100,000.00 | 100,000.00 | 0.00 |
**120300-0226** | Note Receivable - Father Pinto | 3,300,000.00 | 3,300,000.00 | 0.00 |
**120400-0000** | Accrued Interest Receivable | 12,849,636.18 | 16,156,129.86 | -3,306,493.68 |
**120450-0000** | Accrued Interest Receivable - HACEP Loan | 853,566.80 | 821,236.80 | 32,330.00 |
**120451-0000** | Accrued Interest Receivable - GAP Loans | 1,650,631.23 | 0.00 | 1,650,631.23 |
**120500-0000** | Sellers Note Receivable Land - RAD 1 | 10,200,000.00 | 10,200,000.00 | 0.00 |
**120500-2140** | Sellers Note Receivable Land - Krupp | 1,104,100.00 | 1,104,100.00 | 0.00 |
**120500-2150** | Sellers Note Receivable Land - Tays | 652,500.00 | 652,500.00 | 0.00 |
**120500-2160** | Sellers Note Receivable Land - Montwood Heights | 150,000.00 | 150,000.00 | 0.00 |
**120500-2170** | Sellers Note Receivable Land - Paisano Green | 590,000.00 | 590,000.00 | 0.00 |
**120500-2180** | Sellers Note Receivable Land - Alamito Place | 490,000.00 | 490,000.00 | 0.00 |
**120500-2230** | Sellers Note Receivable Land - Morehead | 70,000.00 | 70,000.00 | 0.00 |
**120500-2240** | Sellers Note Receivable Land - Baines | 160,000.00 | 160,000.00 | 0.00 |
**120500-2250** | Sellers Note Receivable Land - Rio Grande | 455,000.00 | 455,000.00 | 0.00 |
**120500-2260** | Sellers Note Receivable Land - Father Pinto | 260,000.00 | 260,000.00 | 0.00 |
**120500-2270** | Sellers Note Receivable Land - Graham | 1,260,000.00 | 1,260,000.00 | 0.00 |
**120500-2280** | Sellers Note Receivable Land - Williams | 240,000.00 | 240,000.00 | 0.00 |
**120500-2290** | Sellers Note Receivable Land - Sherman | 1,098,000.00 | 1,098,000.00 | 0.00 |
**120500-2300** | Sellers Note Receivable Land - Chelsea | 2,260,000.00 | 2,260,000.00 | 0.00 |
**120500-2310** | Sellers Note Receivable Land - Westfall | 868,500.00 | 868,500.00 | 0.00 |
**120500-2360** | Seller Note Receivable Land - Sandoval II | 1,590,000.00 | 1,590,000.00 | 0.00 |
**120500-2380** | Sellers Note Receivable Land - Cramer III | 2,110,000.00 | 0.00 | 2,110,000.00 |
**120500-2440** | Sellers Note Land - Sherman South | 1,370,000.00 | 0.00 | 1,370,000.00 |
**120500-2441** | Sellers Note Receivable Land - Sherman South Pooley | 265,000.00 | 0.00 | 265,000.00 |
**120500-2640** | Sellers Note Receivable Land - Medano | 1,460,000.00 | 0.00 | 1,460,000.00 |
**120600-0000** | Sellers Note Receivable Building - RAD I | 77,080,000.00 | 77,080,000.00 | 0.00 |
**120600-2160** | Sellers Note Receivable Building - Montwood Heights | 590,000.00 | 590,000.00 | 0.00 |
**120600-2170** | Sellers Note Receivable Building - Paisano Green | 5,210,000.00 | 5,210,000.00 | 0.00 |
**120600-2180** | Sellers Note Receivable Building - Alamito Place | 6,210,000.00 | 6,210,000.00 | 0.00 |
**120600-2230** | Sellers Note Receivable Building - Morehead | 2,930,000.00 | 2,930,000.00 | 0.00 |
**120600-2240** | Sellers Note Receivable Building - Baines | 2,160,000.00 | 2,160,000.00 | 0.00 |
**120600-2250** | Sellers Note Receivable Building - Rio Grande | 1,000,000.00 | 1,000,000.00 | 0.00 |
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<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Beginning Balance</th>
<th>Current Period Balance</th>
<th>Change</th>
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<tbody>
<tr>
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<td>Sellers Note Receivable Building - Father Pinto</td>
<td>1,260,000.00</td>
<td>1,260,000.00</td>
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<tr>
<td>120600-2270</td>
<td>Sellers Note Receivable Building - Graham</td>
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<td>430,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>120600-2280</td>
<td>Sellers Note Receivable Building - Williams</td>
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<td>122000-0000</td>
<td>Other Receivables</td>
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<td>122900-0000</td>
<td>A/R HACEP</td>
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<td>122901-0000</td>
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<td>250030-0000</td>
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<td>Balance Beginning</td>
<td>Net Change</td>
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<td>42,494,896.51</td>
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<tr>
<td>Total Current Liabilities</td>
<td>75,332,864.89</td>
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<td>32,837,968.38</td>
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<td>Notes Payable-City of El Paso</td>
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<tr>
<td>Accrued Interest LT</td>
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<td>145,120.73</td>
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<td>Total Long Term Liabilities</td>
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<td>Net Investment in Capital Assets</td>
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<td>3,605,601.80</td>
<td>-1,000.00</td>
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<td>Retained Earnings</td>
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<td>Total Equity</td>
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<td>Total Liabilities and Equity</td>
<td>243,395,115.65</td>
<td>215,634,922.01</td>
<td>27,760,193.64</td>
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</tr>
<tr>
<td>Total of All</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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</tbody>
</table>
Paisano Housing Redevelopment Corporation

This certification confirms that a majority of the members of the Paisano Housing Redevelopment Corporation Board of Directors reside not more than ninety (90) miles from the following application located within the City of El Paso.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20190</td>
<td>Nuestra Senora</td>
<td>405 Montana Ave</td>
</tr>
</tbody>
</table>

Gerald W. Ciehon  
Chief Executive Officer  
Paisano Housing Redevelopment Corporation

2/11/2020  
Date
2020 HTC
Full Application

Part 5 Tab 42

Development Team Members
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

## Developer:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin Development Properties, Ltd.</td>
<td>Ryan Wilson</td>
<td>(210) 408-3151</td>
<td><a href="mailto:ryan@franklindev.net">ryan@franklindev.net</a></td>
<td>TBD</td>
<td>56-2485954</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?** | No

**This is a direct or indirect, financial, or other interest with Applicant or other team members?** | Yes

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Enterprises, Inc.</td>
<td>Gerald W. Cichon</td>
<td>(915) 849-3702</td>
<td><a href="mailto:gcichon@hacep.org">gcichon@hacep.org</a></td>
<td>TBD</td>
<td>36-4796827</td>
</tr>
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</table>

**Certified Texas HUB?** | No

**This is a direct or indirect, financial, or other interest with Applicant or other team members?** | Yes

## Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>Affordable Housing Enterprises, Inc.</td>
<td>Gerald W. Cichon</td>
<td>(915) 849-3702</td>
<td><a href="mailto:gcichon@hacep.org">gcichon@hacep.org</a></td>
<td>TBD</td>
<td>36-4796827</td>
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**Certified Texas HUB?** | No

**This is a direct or indirect, financial, or other interest with Applicant or other team members?** | Yes

## Cost Estimator:

<table>
<thead>
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<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin Development Properties, Ltd.</td>
<td>Ryan Wilson</td>
<td>(210) 408-3151</td>
<td><a href="mailto:ryan@franklindev.net">ryan@franklindev.net</a></td>
<td>TBD</td>
<td>56-2485354</td>
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**Certified Texas HUB?** | No

**This is a direct or indirect, financial, or other interest with Applicant or other team members?** | Yes

## Architect:

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<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
<td>Alamo Architects</td>
<td>Jim Bailey</td>
<td>(210) 227-2612</td>
<td><a href="mailto:jim@alamoarchitects.com">jim@alamoarchitects.com</a></td>
<td>TBD</td>
<td>56-2485954</td>
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**Certified Texas HUB?** | No

**This is a direct or indirect, financial, or other interest with Applicant or other team members?** | No

## Engineer:

2/25/2020
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<th>Phone</th>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tr>
<td>Georges Halloul</td>
<td>(915) 584-4457</td>
<td>No</td>
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<td>39-1689347</td>
<td>No</td>
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<tr>
<td><a href="mailto:rebecca.arthur@novoco.com">rebecca.arthur@novoco.com</a></td>
<td>(913) 677-4600</td>
<td>No</td>
<td>TBD</td>
<td>94-3108253</td>
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<tr>
<td><a href="mailto:rebecca.arthur@novoco.com">rebecca.arthur@novoco.com</a></td>
<td>(913) 677-4600</td>
<td>No</td>
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<tr>
<td><a href="mailto:bpalmer@coatsrose.com">bpalmer@coatsrose.com</a></td>
<td>(713) 651-0111</td>
<td>No</td>
<td>TBD</td>
<td>76-0294490</td>
<td>No</td>
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<tr>
<td><a href="mailto:nick.hoehn@novoco.com">nick.hoehn@novoco.com</a></td>
<td>(512) 349-3222</td>
<td>No</td>
<td>TBD</td>
<td>94-3108253</td>
<td>No</td>
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<tr>
<td>Satish Bhaskar</td>
<td>(915) 849-3730</td>
<td>No</td>
<td>TBD</td>
<td>76-0294490</td>
<td>No</td>
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<tr>
<td>Contact Name</td>
<td>Phone</td>
<td>Tax ID Number (TIN)</td>
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<tr>
<td><a href="mailto:sbhaskar@hacep.org">sbhaskar@hacep.org</a></td>
<td>TBD</td>
<td>47-2901996</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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**Originator of Underwriter:**

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**Bond Issuer:**

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**Syndicator:**

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<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

**Supportive Services Provider:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Authority of the City of El Paso</td>
<td>Maria Flores (915) 849-3824</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:maflores@hacep.org">maflores@hacep.org</a></td>
<td>TBD</td>
<td>74-600767</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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**Supportive Services Provider:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Certified Texas HUB?</td>
<td></td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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**Title Company:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WestStar Title</td>
<td>Travis Smith (915) 747-4147</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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2/25/2020
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:tjsmith@weststar-title.com">tjsmith@weststar-title.com</a></td>
<td>TBD</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>S. Anderson Consulting</td>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>AEI Consultants</td>
<td>Douglas A. Olson</td>
<td>(617) 319-5711</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>NA</td>
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<td></td>
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</tr>
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Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
<tr>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td></td>
<td>Yes</td>
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</tr>
<tr>
<td><a href="mailto:dolson@aeiconsultants.com">dolson@aeiconsultants.com</a></td>
<td>TBD</td>
<td>46-2015199</td>
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</tr>
<tr>
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ESA Provider:

<table>
<thead>
<tr>
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<th>Phone</th>
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<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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</thead>
<tbody>
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Scope and Cost Review (formerly PCA) Provider:

<table>
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<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
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Preservation Consultant:

<table>
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<tr>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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</thead>
<tbody>
<tr>
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Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>NA</td>
<td>NA</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

2/25/2020
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, Property Manager, and Supportive Services provider are related entities through board members or principals.
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov't Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is 57,700 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 16,720 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov't Code §§2306.6722 and 2306.6730.

By:  

Signature:  

Date: 2-27-2020  

Printed Name: JAMES H R BAILEY  

License Number and State: 22012 TX  

Firm Name (If applicable): ALAMO ARCHITECTS
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>80</td>
<td>5%</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>A1 - 1/1</td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>B1 - 2/2</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
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<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
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<tr>
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<td>5%</td>
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</tr>
<tr>
<td></td>
<td>80</td>
<td></td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

---

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
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<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
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<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
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<tr>
<td>D</td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]

Printed Name: [James H.R. Bailey]

Firm Name: [Alamo Architects]

Date: 2/27/2020
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
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<td>2%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
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<td>1/1 (fill this out)</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
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<tr>
<td>2/1 (fill this out)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
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<td>2%</td>
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<td>80</td>
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<td>2.2</td>
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</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

---

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
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<tbody>
<tr>
<td>Unit Description</td>
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<td>2%</td>
<td>1.36</td>
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<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Printed Name: [Name]

Firm Name (If applicable): [Firm Name]

Date: 2-27-2020

2/27/2020
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional.

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Amenities</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Trash</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 3

2/27/2020
Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 80
Total surface parking spaces (including non-residential): 0
Total carports (including non-residential): 0
Total garages (including non-residential): 130
Total parking spaces of all types: Calculated from above: 130
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 3
Total of all types of parking spaces that serve dwelling units: Calculated from above: 127
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 4
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 47
APSs required in excess of one per mobility accessible unit: Calculated from above: 1
Total APSs required (including dwelling units and facilities/amenities): Calculated from above: 8

Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 0
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 8

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above: 2
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 0
Minimum number of carports that must be van APSs: Calculated from above: 0
Minimum number of garages that must be van APSs: Calculated from above: 2

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: [Signature]
Printed Name: James H.R. Bailey
Date: 2-27-2020
Firm Name (if applicable): Alamo Architects

2/27/2020
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database: https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
2020 HTC
Full Application

Part 5 Tab 44

Experience Certificate
February 21, 2014

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Cichon:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Cameron F. Dorsey
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part Ib., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part Ib., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
|--------------------|-------------------|
| 1. EP Nuestra Senora, LP | No |
| 2. Paisano Nuestra Senora GP, LLC | No |
| 3. Paisano Housing Redevelopment Corporation | |
| 4. Gerald W. Cichon | Yes | Submit Part II |
| 5. Francisco Ortega | Yes | Submit Part II |
| 6. Eileen Karlsruher | Yes | Submit Part II |
| 7. Yadira Beitranc | Yes | Submit Part II |
| 8. Anna Louise Valdez Perez | Yes | Submit Part II |
| 9. Satish Bhaskar | Yes | Submit Part II |
| 10. Franklin Family Investments, Ltd. | Yes | Submit Part II |
| 11. FFIP, LLC | Yes | Submit Part II |
| 12. Aubra Franklin | Yes | Submit Part II |
| 13. Susan Franklin | Yes | Submit Part II |
| 14. Franklin Development Properties, Ltd. | Yes | Submit Part II |
| 15. Ryan Wilson | Yes | Submit Part II |
| 16. Kenneth Bret Franklin | Yes | Submit Part II |
| 17. FDOLP LLC | Yes | Submit Part II |
| 18. Robbert Anderson | Yes | Submit Part II |
| 19. | | |
| 20. | | |
| 21. | | |
| 22. | | |
| 23. | | |
| 24. | | |
| 25. | | |
| 26. | | |
| 27. | | |
| 28. | | |
| 29. | | |
| 30. | | |

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] 2/20/20

Its: CEO 2/18/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Name]

Which is:
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that [Gerald W. Cichon] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Paisano Housing Redevelopment Corporation

Printed Name

Date: 2/20/20

2/20/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Signature] 

Which is:  

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- □ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- □ a Developer for the Applicant for this specific Application  
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I acknowledge that [Signature] of Applicant, Developer, Affiliate or Guarantor (as appropriate) is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: [Signature] 
Date: 2/20/20

2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Francisco Ortega

Which is:
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Francisco Ortega

[Printed Name]

[Date: 2/19/20]

2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Eileen Karlruher

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Eileen Karlruher

Printed Name

Date: 2/19/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: 

Which is:  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Yadira Beltran  

Printed Name

Date: 2/19/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  
Anna Louise Valdez Perez

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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Gerald W. Cichon  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Anna Louise Valdez Perez  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Anna Louise Valdez Perez  
Printed Name

2/19/20  
Date

2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Satish Bhaskar

Which is:
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signed by Applicant, Developer, Affiliate or Guarantor (as appropriate)

Satish Bhaskar

Printed Name

2/20/20

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Franklin Family Investments, Ltd.

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [ ] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
- [x] a Guarantor on the Application  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  

[Printed Name]  

[Date: 2.18.20]

2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: FFLP, LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

FFLP, LLC

Printed Name

[Date]

2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Aubra Franklin

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.) 
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name: Aubra Franklin  
Date: 2.18.20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Susan Franklin

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Susan Franklin  

Printed Name  

Date  

Z.18.20  

2/14/2020
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Franklin Development Properties, Ltd.

Date: 2/14/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Ryan Wilson

Which is: 
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Ryan Wilson

Printed Name

Date 2/17/20

2/14/2020
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form:  

Which is:  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Kenneth Brett Franklin  

Printed Name  

Date: 2.18.20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: FDLGP LLC

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

FDLGP LLC

Printed Name

Date 2-18-20

2/14/2020
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  

Printed Name: [Robert Anderson]  

Date: 2/19/2020  

2/14/2020
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
# Community Input Scoring Items

**TDHCA#:**  
**Self Score Total:** 118

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.
   - [x] Resolution(s) of either "no objection" or "support" is included behind this tab.**  
     Points Requested | 17

   Name of Local Government Body  
   City of El Paso

   Name of Local Government Body (if applicable)

   ** Note that resolutions are due February 28, 2020

2. **Quantifiable Community Participation - §11.9(d)(4)**
   - Application expects to receive QCP points.  
     Points Requested | 0

   ** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. **Input from State Representative - §11.9(d)(5)**
   - [x] Letter of either support, neutrality, or opposition is included behind this tab.**  
     Points Requested | 8

   OR

   - □ Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**  
     Points Requested | 0

   ** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

4. **Input from Community Organizations - §11.9(d)(6)**
   - [x] Applicant has included one or more letters of support or opposition behind this tab.  
     Points Requested | 4

   A. **El Paso Collaborative for Community and Economic Development**  
      Name of Community Organization  
      Bill Schlesinger  
      Contact Name  
      [x] Support  
      □ Opposition

   B. **El Paso Coalition for the Homeless**  
      Name of Community Organization  
      Carol Bohle  
      Contact Name  
      [x] Support  
      □ Opposition

   C. **Centro de Salud Familiar La Fe, Inc.**  
      Name of Community Organization  
      Robert Gonzales  
      Contact Name  
      [x] Support  
      □ Opposition

   D. **Project BRAVO, Inc.**  
      Name of Community Organization  
      Laura Ponce  
      Contact Name  
      [x] Support  
      □ Opposition

   E. **NA**  
      Name of Community Organization  
      Contact Name  
      □ Support  
      □ Opposition

   F. ****  
      Name of Community Organization  
      Contact Name  
      □ Support  
      □ Opposition

2/25/2020
Local Government Support Resolution
RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of $500 from the City of El Paso.

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 Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 6, 2020.

2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of $500.00 in permit fees; these funds shall be used in developing Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190).

3. 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 14th day of February, 2020.

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures on the following page)
APPROVED AS TO FORM:

Omar A. De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini  
Director, Community & Human Development Department
2020 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 6, 2020

Ms. Sharon Gamble
Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: *Nuestra Senora*, TDHCA Tax Credit Application # 20190

Dear Ms. Gamble

I write in support of the El Paso Housing Authority's development, *Nuestra Senora*, that will be located in House District 77. The 136 unit split market value, and the affordable housing community will be located at 405 Montana Avenue, El Paso, Texas 79904.

As El Paso continues to expand, the city is faced with the challenge of creating equitable housing that is affordable to citizens of modest means and this development will help fulfill that need. The *Nuestra Senora* project is unique in that it will also encompass a much needed childcare center on the property. The El Paso Housing Authority is going a step further to relieve financial strain for working parents and single mothers by partnering with the YWCA to provide daycare services. Your support of *Nuestra Senora* will lessen the shortage of affordable housing in the area, create jobs for residents of our community, and serve as an economic stimulus.

I encourage the department's support for an award for this project. Our community's need for affordable housing is immediate, and your attention and consideration of this project will be much appreciated.

Thank you for your continued service to the state of Texas. If I may be of further assistance, please do not hesitate to contact my office at (512)463-0638.

Sincerely,

Lina Ortega
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
January 28, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

I am writing this letter to voice my support for the TDHCA Tax Credit Applications listed below, to be located in El Paso, Texas. There is a need for housing that is affordable to citizens of modest means and this development will help fulfill that need.

- TDHCA Application # 20190
  Nuestra Senora
  405 Montana Avenue El Paso, TX 79902

- TDHCA Application # 20187
  Cortez Plaza
  201 Cortez Drive El Paso, TX 79905

- TDHCA Application # 20195
  North Zaragoza Place
  2050 N. Zaragoza Road El Paso, TX 79938

El Paso Collaborative for Community & Economic Development is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community.

Should you need further information, please contact me at w.schlesinger@pvida.net or at (915) 533-7057 ext. 207

Sincerely,

Bill Schlesinger
Executive Director
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2020

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC D
3607 RIVERA AVE
EL PASO, TX 79905-2415

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-16-1996
Sales and use tax, as of 09-16-1996
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17427961606

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
The El Paso Collaborative for Community and Economic Development (the Collaborative) is a Texas not-for-profit organization that has served El Paso and the surrounding area since 1996. Our service area is El Paso, TX.

In addition to its non-profit status, the Collaborative is a U.S. Treasury-certified Community Development Financial Institution, i.e. a “community lender”. Community Development Financial Institutions were established to provide access to capital to underserved populations. The Collaborative offers a wide variety of loans, programs and services.

Income Tax Preparation (VITA) Program

El Paso Giving Day is an event that will be take place online beginning midnight, November 15, 2018 and ending that same day at 11:59 PM in the platform www.ElPasoGivingDay.org with the purpose of receiving donations from potential investors who will contribute to the success of organizations like El Paso Collaborative for Community and Economic Development.
Programs and Services

The Collaborative offers a wide range of loan products, programs and services, each designed to address a specific community need. As a Community Development Financial Institution, we offer loans to other non-profit organizations.

We offer a variety of housing programs including downpayment assistance mini grants, contract for deed conversion, rehabilitation of principal residences, barrier removal and accessibility modifications. Applicants must meet certain income and other requirements to qualify.

The Collaborative is a Volunteer Income Tax Assistance (VITA) site that provides free income tax preparation for low-income households during tax season.

Related Articles

- [Amy Young Barrier Removal Program (AYBRP)]
- [Volunteer Income Tax Preparation (VITA) Program]
- [Community Loan Program - Loans Available]
- [Financial Literacy Manual]
- [Money Management Workshops]
- [Homeowner Rehabilitation Assistance-HRA-PWD Program]
- [Homebuyers Assistance]
- [Homebuyer Education]
- [Contract for Deed Conversion Program]
- [El Paso Collaborative Critical Repair Program]

Contact Information

Address:
6090 Surety Dr. Ste, Ste 210
El Paso, TX 79905

Phone:
(915) 590-1210

About El Paso Collaborative
Related Articles

- Money Smart Week EP

Contact Information

Address:
6090 Surety Dr. Ste, Ste 210
El Paso, TX 79905

Phone:
(915) 590-1210

About El Paso Collaborative

Established in 1996 and incorporated as a non-profit organization, the El Paso Collaborative for Community and Economic Services has become a community development leader. Built on long-standing relationships with the public and private sector, the El Paso Collaborative has been highly successful in bringing much-needed resources to an area impacted by high unemployment rates and above-average poverty levels. Its efforts in affordable housing development and access to affordable loans have touched the lives of El Pasoans.
January 28, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Applications listed below, to be located in El Paso, TX. There is a need for housing that is affordable to citizens of modest means and these developments will help fulfill that need.

- TDHCA Application # 20190
  Nuestra Senora
  405 Montana Avenue El Paso, TX 79902

- TDHCA Application # 20187
  Cortez Plaza
  201 Cortez Drive El Paso, TX 79905

- TDHCA Application # 20195
  North Zaragoza Place
  2050 N. Zaragoza Road El Paso, TX 79938

The El Paso Coalition for the Homeless is a tax exempt civic organization that serves the community in which the development sites are located, with a primary purpose of securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.

Should you need further information, please contact me at cbohle.epch@elp.twcbc.com or at (915) 843-2170.

Sincerely,

Carol Bohle
Executive Director
El Paso Coalition for the Homeless
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2020

EL PASO COALITION FOR THE HOMELESS
6044 GATEWAY BLVD E STE 211
EL PASO, TX 79905-2052

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 03-10-2003
- Sales and use tax, as of 03-10-2003
  
  (Provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

- The entity is not exempt from hotel occupancy tax.

- Texas taxpayer identification number: 13521928096

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt_orgs@cpa.texas.gov, or call us at 800-252-5555.
El Paso Coalition for the Homeless

The El Paso Coalition for the Homeless is the lead agency for the El Paso Continuum of Care. It is a Texas non-profit corporation that serves as a coordinating entity for numerous agencies and individuals who provide housing, services, and support to the homeless, including social services, members of the faith community, local business and community agencies, state, federal and local governmental entities, and members of the general public. The priority goal of the Coalition is to collaboratively create an improved homeless service system that more effectively provides services, support, and housing to all El Paso’s homeless, with a primary focus on moving individuals and families out of homelessness.

Although the Coalition does not provide any direct services to clients, it serves as the backbone organization to many other groups that do. The Coalition serves those who serve the homeless through research, project management, training and technical assistance. The ultimate goal of the Coalition is a homeless service system that achieves reduction in new instance of, length of, and returns to homelessness, and meets the varying needs of homeless sub-populations such as unaccompanied youth, veterans, chronically homeless and families with children.

National Hunger and Homelessness Awareness Week!
Welcome to the El Paso Coalition for the Homeless

Through collaboration and coordination of efforts and an effective balance of programs, El Paso’s Continuum of Care will meet the diverse needs of persons at risk of becoming homeless, homeless individuals and families who can transition to a return to self-sufficiency, and those homeless who are no longer able to be totally independent. **Mission:**

The El Paso Coalition for the Homeless is a membership-driven alliance dedicated to securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.
Through collaboration and coordination of efforts and an effective balance of programs, El Paso’s Continuum of Care will meet the diverse needs of persons at risk of becoming homeless, homeless individuals and families who can transition to a return to self-sufficiency, and those homeless who are no longer able to be totally independent.

Mission: The El Paso Coalition for the Homeless is a membership-driven alliance dedicated to securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.

CONTACT US

6044 Gateway East, Suite 211
Phone: (915) 843-2170
Fax: (915) 843-2184
Email: epch@elp.txweb.com
Web: http://www.epchomeless.org

STAFF:

Carol Bohle, Executive Director:
cbohle.epch@elp.txweb.com
Camille Castillo, HUD Project Coordinator/Grants Planner:
ccastillo.epch@elp.txweb.com
Leslie Canada, Programs Analyst:
lcana.epch@elp.txweb.com
Gary Gray, HMS Senior Technician:
ggray.epch@elp.txweb.com
Daniel Rodriguez, HMS Support Technician:
drodriguez.epch@elp.txweb.com

MENU

Home
February 5, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

I am writing this letter to voice my support for the TDHCA Tax Credit Applications listed below, to be located in El Paso, Texas. There is a need for housing that is affordable to citizens of modest means and this development will help fulfill that need.

- TDHCA Application # 20190
  Nuestra Senora
  405 Montana Avenue El Paso, TX 79902

- TDHCA Application # 20187
  Cortez Plaza
  201 Cortez Drive El Paso, TX 79905

- TDHCA Application # 20195
  North Zaragoza Place
  2050 N. Zaragoza Road El Paso, TX 79938

Centro de Salud Familiar La Fe, Inc., is a tax exempt Community Health Center that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community.

Should you need further information, please contact Robert Gonzales, Chief Operating Officer at Robert.gonzales@lafe-ep.org or at (915) 534-7979.

Sincerely,

Salvador Balcorta, M.S.S.W.
Chief Executive Officer

1314 E. Yandell • El Paso, TX 79902 • (915) 534-7979 • Fax (915) 534-7601
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2020

CENTRO DE SALUD FAMILIAR LA FE, INC.
1314 E YANDELL DR
EL PASO, TX 79902-5529

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-01-1970
- Sales and use tax, as of 08-29-1977
- (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17418421693

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Welcome from the CEO

On behalf of the Board of Directors, staff, and families of Centro de Salud Familiar La Fe, Welcome! ¡Bienvenidos!

Centro De Salud Familiar La Fe (La Fe) is a social-justice organization whose roots run deeply and proudly into one of our nation’s most historic Chicano communities. The year was 1967 — the height of the nation’s Civil Rights Movement. It was here in El Paso, Texas’ Segundo Barrio that a group of passionate grassroots activists — most of whom were single mothers and grandmothers — united and mobilized to launch a people’s uprising against the poverty, crime, social ills, and gangs that were destroying their community.

The Mothers of La Fe, our founders, dreamed of a better world for their children. They understood that when children and their families are empowered — when their worlds come alive with quality education, economic development, affordable and superb health care, dignified housing, and vibrant arts and culture — nothing can stop them.

From within a one-room, slum apartment — armed with little more than their determination and a small band of volunteers — our founders put their dream into action. Against all odds, they established a nonprofit of their own to bring their community closer to a better tomorrow.

Today, their dream has grown far beyond the streets of Segundo Barrio. It has become the Southwest’s leading Federally Qualified Health Center and one of the nation’s most respected social-justice nonprofits. La Fe is now a network of seven, state-of-the-art community-health centers, multiple community-service sites, the Southwest’s largest comprehensive HIV/AIDS treatment and resources facility, a dual-language charter school, and other community programs serving El Paso County’s families.

La Fe’s growing network includes a child and adolescent wellness complex in the heart of Segundo Barrio that unites traditional health care with arts, technology, and culture. San Antonio, Texas is home to our Research, Policy, and Education Center — an information resource on the massive economic, social, and political impact of the nation’s fast-rising Latino population.

La Fe is here to continuously improve the quality of life of El Paso’s families — especially our low-income community members, the uninsured, and the medically underserved — all while keeping our community’s dignity, traditions, and cultural values at heart. Our founders — those brave, community activists who dared to dream — their children, and the generations yet to come deserve nothing less.

Being a part of the La Fe family has been one my life’s greatest blessings. As a teen Segundo Barrio activist, I witnessed the birth and growth of our founders’ dream. Now, as La Fe’s CEO, it is my honor to welcome you to our home and invite you to meet the proud members of our medical and dental teams, our technology personnel and administrators, our artists and educators, our social workers, and community-service professionals. Each of them is a living realization of La Fe’s commitment to our community’s struggle and our belief in the power of social justice.

“La Salud De La Comunidad Es La Fe!”

Salvador Balcorta, MSSW, Chief Executive Officer, Centro De Salud Familia La Fe
Social Services

La Fe’s Social Services Department is a team of community-conscious social workers.

Located at the historic original La Fe Clinic site at 608 S. St. Vrain, our Social Services staff provides patients and community members with in-house counseling and therapy and offers referrals to resources and crisis intervention. Other services include home visits and case management.

The department’s social work team collaborates with clinic coordinators, department heads, and other La Fe program directors to help connect community members with the social-service resources they, their children, or family members need.

Our Social Services Department collaborates with other mental-health advocates to promote awareness, education, and stigma reduction. These organizations include the Paso Del Norte Health Foundation, the National Alliance On Mental Illness—El Paso, and the University of Texas at El Paso.

In addition, our Social Services staff coordinates a monthly food pantry with the Valley Community Food Pantry.

Office Information

Address
La Fe WIC Program

La Fe’s Women, Infants, and Children’s Program (WIC) provides essential nutritional and breastfeeding education and support to El Paso County’s low-income women and their families.

Our bilingual and culturally respectful staff serves our community via its two main sites, the La Fe Central Clinic and the La Fe WIC Program office on Yandell Avenue. Our program’s staff coordinates workshops and training sessions for our community’s health professionals on the nutritional benefits of breastfeeding.

Additionally, our staff works with our local business community on how to establish Mother and Breastfeeding-Friendly workplaces. Visits are scheduled with new mothers at area hospitals shortly after birth so our breastfeeding counselors and personnel can offer counseling and education.

Breastfeeding education and outreach are also available at La Fe’s satellite clinics.

Yandell WIC Office Information

Address

823 E. Yandell Ave., El Paso, Texas 79902 - United States
Senior Companion Program

Thanks to the community spirit of La Fe’s Senior Companion Program (SCP) volunteers, many homebound or disabled elderly El Pasoans have found the companionship and support they needed to lead more independent and fulfilling lives.

Our SCP volunteers (ages 55 and up) receive training on recognizing the signs of elder depression, Alzheimer’s disease, and other common senior health and social issues.

They spend quality time with their homebound peers and, in the process, help La Fe identify social and healthcare needs among our community’s elders. After all, who better than another senior to understand if a community elder needs help with medication management, home assistance, or would simply enjoy some friendly company?

La Fe’s Senior Companions gain lasting friendships and the satisfaction of knowing they have contributed to another senior’s health and wellbeing.

This program is a partnership with the Corporation for National and Community Service.

Office Information
Contact us

- 1314 E. Yandell El Paso, TX - United States
- Phone: (915) 534-7979 | Fax: (915) 534-7601
- La Salud De La Comunidad Es La Fe.

Follow us

Our Mission

To improve the quality of life of those we serve by continuously enhancing the health and human services provided.

La Fe is an FTCA Deemed Facility.

2017 © Centro de Salud Familiar La Fe, Inc. All rights reserved.
To Top
January 31, 2020

Texas Department of Housing and Community Affairs
Sharon Gamble, Administrator Multifamily Finance
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

Please accept this letter of support on behalf of El Paso Community Action Program, Project BRAVO, Inc. for the Housing Authority of the City of El Paso (HACEP) for TDHCA Tax Credit applications for properties in listed in the following:

- TDHCA Application # 20190 – Nuestra Señora, 405 Montana Avenue El Paso, TX 79902
- TDHCA Application # 20187 – Cortez Plaza, 201 Cortez Drive El Paso, TX 79905
- TDHCA Application # 20195 – North Zaragoza Place, 2050 N. Zaragoza Road El Paso, TX 79938

Affordable and safe housing is limited in our community. Access to affordable housing is essential to our programs so that families can focus on improving their life circumstances through education and obtaining jobs with a living wage.

Project BRAVO exists to maximize resources for an improved quality of life for the economically disadvantaged residents of El Paso. We remain committed to putting an end to poverty by mobilizing resources and promoting self-sufficiency as we strive to achieve a better tomorrow for our community.

Should you need further information, please contact me at lponce@projectbravo.org or at (915) 526-4100 ext. 115.

Sincerely

Laura Ponce
Executive Director
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2020

EL PASO COMMUNITY ACTION PROGRAM PROJECT BRAVO
PO BOX 3445
EL PASO, TX 79923-3445

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-18-1965
- Sales and use tax, as of 06-23-1988
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17460682515

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
ABOUT US

Project BRAVO was established in 1965 as a private nonprofit 501(c)(3) corporation. It is the designated Community Action Agency (CAA) for El Paso County. Project BRAVO is funded by the Texas Department of Housing and Community Affairs through the Community Services Block Grant (CSBG) and various other funding sources.

OUR MISSION

Project BRAVO, Inc. is a non-profit 501(c)3 organization that exists to maximize resources for an improved quality of life for the economically disadvantaged residents of El Paso County.

OUR VISION

Project BRAVO, Inc. is committed to putting an end to poverty by mobilizing resources and promoting self-sufficiency as we strive to achieve a better tomorrow for our community.

OUR COMMUNITY

El Paso is home to a population of approximately 833,592 people, with over 80 percent of its population being Hispanic or Latino and 21 percent living in poverty.
Weatherization Program

Weatherization is a service that is provided to make your home more energy efficient. “Weatherizing” a home involves installing a wide variety of energy efficiency measures, including insulation around doors, windows and in attics, as well as revamping heating ventilation, air conditioning and electrical systems. The most effective weatherization utilizes a “whole home approach”, which combines several of these procedures to reduce net energy use.

Types of Services:
- Attic Insulation
- Weatherstripping
- AC/Furnace Repair

Applications for the Weatherization Program are accepted at all Project BRAVO Centers.

Eligibility:
- Clients must meet program requirements
- Priority is given to the elderly and people with disabilities
- Selection for servicing a home under this component is done by priority points in the County of El Paso stretching from Anthony to Tornillo, TX.

Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central</td>
<td>2000 Texas Ave, El Paso TX 79901</td>
<td>(915) 531-4310</td>
</tr>
<tr>
<td>Westside</td>
<td>7000 9th St. Canutillo TX 79835</td>
<td>(915) 531-4310</td>
</tr>
<tr>
<td>Northeast</td>
<td>8815 Dyer St. Suite 300, El Paso TX 79904</td>
<td>(915) 531-4310</td>
</tr>
<tr>
<td>Eastside</td>
<td>14901 Whitetail Deer Dr, El Paso TX 79938</td>
<td>(915) 531-4310</td>
</tr>
<tr>
<td>Ysleta</td>
<td>8908 Old County Rd, El Paso TX 79907</td>
<td>(915) 531-4310</td>
</tr>
<tr>
<td>Lower Valley</td>
<td>13680 Socorro Rd, San Elizario TX 79849</td>
<td>(915) 531-4310</td>
</tr>
</tbody>
</table>
Foreclosure Prevention Program

Project BRAVO’s Foreclosure Prevention Program aims to help keep families in their homes by preventing avoidable foreclosures. Our Foreclosure Prevention Housing counselor will assess your unique situation by examining your financial situation and current mortgage status. The counselor will then help you understand the options and possible solutions available to you and together you and the counselor will create a step-by-step action plan to reach the best solution to fit your needs.

We are here to help. Follow the steps below to get started.

**Step 1:** Complete and submit the intake form. Do not complete the application until a housing counselor has contacted you to schedule an appointment.

**NO APPLICATIONS WILL BE ACCEPTED UNTIL INTAKE SHEET IS SUBMITTED AND REVIEWED.**

**Step 2:** After your intake sheet is reviewed, you will be contacted on the status of your intake and an appointment can then be scheduled. You may now complete and submit the application and bring in all required documents.
Required Third Party Reports

ALL third-party reports must include the following statement:
"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

Name of Firm: AEI Consultants
Date of Report: 2/26/20

Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Direct Loan applications only)**

All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.

Applicant has submitted an environmental packet to TDHCA and clearance is pending.

Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

http://www.tdhca.state.tx.us/program-services/environmental/index.htm

A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

| Name of Firm: | NA |
| Contact Person: | |
| Contact Telephone: | |
| Email: | |

3. **Primary Market Area Map**

Primary Market Area (PMA) map with definition of PMA is included behind this tab.

Prepared by: Novogradac & Company, LLP
Date of Report: TBD

| Development Site Location: |
| Longitude: | -106.489591 |
| Latitude: | 31.765816 |

4. **Scope and Cost Review (SCR) (formerly PCA)**

Prepared by: NA
Date of Report: |

5. **Appraisal**

Prepared by: Novogradac & Company, LLP
Date of Report: NA

6. **Feasibility Report**

Prepared by: SJI Engineering
Date of Report: in February 2020
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
Nuestra Senora
Additional ESA Certification

Per the ESA prepared for Nuestra Senora, EP Nuestra Senora, LP certifies that it will comply with any and all recommendations made by the ESA provider.

[Signature]

Gerald W. Cichon

2/11/2020
Date
2020 HTC
Full Application

Part 7 Tab 47

Market Study Map and Definition
PMA Map – Census Tracts

The PMA encompasses approximately 20 square miles.

Census tracts included in the PMA:

<table>
<thead>
<tr>
<th>PMA CENSUS TRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>481410009.00</td>
</tr>
<tr>
<td>481410010.01</td>
</tr>
<tr>
<td>481410011.10</td>
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<td>481410028.00</td>
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<tr>
<td>481410029.00</td>
</tr>
</tbody>
</table>
PRIMARY & SECONDARY MARKET INFORMATION

REGIONAL AND LOCAL AREA SUMMARY

The Subject is located in the central portion of El Paso, El Paso County, Texas. The Subject is also part of the El Paso, TX Metropolitan Statistical Area (MSA), which is comprised of El Paso and Hudspeth Counties. The 2017 U.S. Census data estimated the population of El Paso to be 683,577. The Primary Market Area (PMA) encompasses a southwestern portion of El Paso.

Based on TDHCA guidelines, the boundaries of the PMA were defined by census tracts. Thus, for the purposes of this study, the Subject’s Primary Market Area (PMA) is comprised of the following census tracts:

<table>
<thead>
<tr>
<th>PMA CENSUS TRACTS</th>
</tr>
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<tbody>
<tr>
<td>481410009.00</td>
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<td>481410010.01</td>
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<td>481410029.00</td>
</tr>
</tbody>
</table>

General boundaries of this PMA include:

North: Franklin Mountain Range, Alabama Street, Van Buren Avenue
South: United States and Mexico Border
East: US Highway 54, Howze Street, Boone Street
West: Sunland Park Drive

This area comprises the northeastern portion of El Paso, which was defined based upon conversations with local property managers and city officials, as well as commuting patterns, major roadways, and overall similarities in market characteristics observed during the field inspection. These boundaries were determined based on where we believe low income tenants would be willing to relocate from based on our conversations with local property managers and city officials. There is no more logical of a PMA than the one determined. We believe the location of the Subject with many amenities would attract tenants from surrounding neighborhoods, especially low income households. We believe the excellent quality and affordability of the Subject will attract low income tenants. The PMA does not cross county lines and includes a northern portion of El Paso County. El Paso County is part of the El Paso, TX Metropolitan Statistical Area (MSA). As will be detailed later in the achievable LIHTC rents section of this report, all comparables are located within El Paso County and share the same AMGI, and as such, share the same rent and income limits. Many comparable property managers reported that tenants come from all over the El Paso area. Given that the Subject will be in excellent condition upon completion, we believe the Subject development will be able to draw tenants from throughout these census tracts to reside at the property. For purposes of our analysis, we are assuming that 100 percent of the income-qualified demand for the Subject will be generated from within the PMA. Per TDHCA guidelines, the base year (2019) population of the PMA is 93,215, and does not exceed 100,000 persons. A map of the PMA follows.
2020 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>Yes</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
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</tbody>
</table>

Rent Burden Rank = 309 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: -106.489591
Development Latitude: 31.765816
Target Population: General

Closest Development serving same Population: Artspace El Paso Lofts

Application Number: 14037
Address: 601 N. Oregon Street, El Paso
Year of Award: 2014
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department's ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application #20190 Development Name Nuestra Senora
Development City El Paso Development County El Paso
☒ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:
☒ Urban
☐ Rural (skip to page 4 of the packet)

☒ My Development Site is located in a distinct area known locally as (or named by the CRP as) Uptown that is larger than the assisted housing footprint.

☒ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) Up Plan: pp.4-9/(Comp Plan pp. 1.13-16, 1.31, 1.35-36, 1.44, 2.17-19, 6.0-17.

☒ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) Up Plan: pp.6-9.

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

Uptown Priority Housing Area Summary (UP Plan)
Plan El Paso – City of El Paso Comprehensive Plan (Comp Plan)

☒ The document(s) is included in its entirety.

☒ The document(s) can be found online at Comprehensive Plan: https://www.elpasotexas.gov/planning-and-inspections/plan-el-paso.

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. No more than two (2) local plans may be submitted for each proposed Development. A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may
The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(II)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) Up Plan: pp. 10-11/ Comp Plan: pp.B2-22
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) Up Plan: pp. 12-13/ Comp Plan: p. 2.17-18.
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) Up Plan: pp. 14-15, Comp Plan: pp. 2.102-106.

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) Up Plan: p.15/ Comp Plan: 1.39, 1.46, 6.16-17, a.38-39
   - A description of the plan’s timetable can be found at (document name, page number(s), etc) Up Plan: p. 16, Comp Plan: pp. 1.19,8.14.
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) Letter from City p. 1/Up Plan: p. 17, which documents at least $19,000,000 in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) Letter from City p. 1/Up Plan: pp. 17.

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
   - The plan is current at the time of Application, and the effective period for the plan is _____ and can be found at (document name, page number(s), etc) _____; or
   - Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) Letter from City p. 1/Up Plan: pp. 17; AND.
   - Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) Letter from City p. 1.

Provide any comments or additional information in the box below, if applicable.

The City of El Paso has been looking to target central areas of the city for revitalization through many of its planning documents. Starting with the Plan El Paso Comprehensive Plan, and ultimately the creation of Priority Housing Areas (attached for reference) as codified in the Uptown Priority Housing Area Summary CRP.
**URBAN CRP Requested Scoring.** Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   - A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of **El Paso** is included in this packet (a letter MAY NOT be submitted in place of a resolution).
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

**NOTE:** A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   - A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>CVS Pharmacy (pharmacy)</th>
<th>Las Palmas Medical Center (health related facility)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YWCA University Heights Early Learning (licensed child care)</td>
<td>El Paso Public Library Main Branch (public library)</td>
</tr>
<tr>
<td>The University of Texas at El Paso (accredited university)</td>
<td>Pat O’Rourke Recreation Center (indoor recreation facility)</td>
</tr>
<tr>
<td>Tom Lea Lower Park (outdoor recreation facility)</td>
<td>Kelly Memorial Food Pantry (community/civic/service organization)</td>
</tr>
</tbody>
</table>

**Provide any comments or additional information in the box below, if applicable.**

See attached map and proof of opportunity index items.
Proof that the Development Site is Within the CRP Area
Letter from the Local Official
To: Texas Department of Housing & Community Affairs  
From: Nicole Ferrini, Director, Community + Human Development  
Date: 2/24/2020  
Subject: CRP Documentation of Measurable Improvements

Please allow this letter to serve as documentation of measurable improvements resulting from the concerted revitalization efforts taking place in the Uptown Area of El Paso, an area containing the development site for the proposed Nuestra Señora multi-family affordable housing development.

Work to achieve goals of various strategic planning documents related to Uptown, as summarized in the Uptown Priority Housing Area Summary, has been underway for approximately five years and is planned to continue for at least the next three years. The issues identified are currently being addressed and there are no budgetary or other obstacles to accomplishing the purposes of this concerted revitalization. To date, over $19 Million has been committed by the City of El Paso to the revitalization of Uptown, as documented in the Uptown Priority Housing Area Summary. That dollar amount does not even factor in the development of a streetcar corridor through Uptown that cost approximately $100 Million. The construction of that streetcar line and bicycle paths through Uptown are now providing residents of the area with various low-cost transportation options to and from commercial retail, employment centers and educational facilities. Infrastructure improvements, including parks and public facility improvements have increased the quality of life in Uptown, sparking new private investment. Incentivizing development of multi-family affordable housing units through 9% Low Income Housing Tax Credits has resulted in the first proposed LIHTC development in Uptown in decades.

These and other investments have spurred additional public and private sector investment in addition to municipal funding. The El Paso Independent School District is currently constructing their new headquarters in Uptown, El Paso Community College is expanding their campus, and a new charter school has opened.

One of the early indicators of the impact these investments are having is that household incomes are rising in Uptown significantly more than the City as a whole. The average increase in household income across the Census block groups in Uptown from 2012 to 2017 is 25.4%, compared to a citywide increase of 8.9%. While this is a very positive sign, it may also indicate the beginning of potential gentrification in the area. This makes establishment of affordable housing units, like those in the proposed Nuestra Señora development, a critical component of the area’s revitalization, ensuring housing choice at all income levels far into the future.

If you have any questions or require additional detail, please feel free to contact me.

Sincerely,

Nicole M. Ferrini – Director  
Community + Human Development | 300 N. Campbell | El Paso, TX 79901  
O: (915) 212-0138 | Email: ferrininm@elpasotexas.gov
Concerted Revitalization Efforts Resolution
RESOLUTION

WHEREAS, the Texas Department of Housing and Community Affairs ("TDHCA") adopts every year a Qualified Allocation Plan ("QAP") that sets requirements for each year's 9 % Housing Tax Credit program; and

WHEREAS, the QAP adopted for the 2020 9 % Housing Tax Credit program allows the allocation of points if a development site is located in a distinct area that was once vital and has lapsed into a condition requiring concerted revitalization, and where a concerted revitalization plan has been developed, executed, and adopted by a municipality; and

WHEREAS, on February 18, 2020 the City Council adopted the Priority Housing Area Summary for the Uptown Area; and

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas ("Nuestra Senora");

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, Nuestra Senora is located within the Uptown Area boundaries as defined within the Priority Housing Area Summary for the Uptown Area.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

1. That City Council finds that Nuestra Senora contributes to the concerted revitalization efforts more than any other project within the City of El Paso's Uptown Area applying for 2020 Competitive 9% Housing Tax Credits.

2. That the Director of the Department of Community and Human Development is authorized to execute and issue a letter to TDHCA documenting measurable improvements within the Uptown Area as required by the 2020 QAP.

3. That the Director of the Department of Community and Human Development is authorized to execute and submit any documents required by TDHCA under the 2020 QAP.

ADOPTED this 18th day of February, 2020
CITY OF EL PASO

Dee Margo, Mayor

APPROVED AS TO CONTENT:

Nicole Ferrini, Director
Community & Human Development

ATTEST:

Laura Prine, City Clerk

APPROVED AS TO FORM:

Omar De la Rosa, Assistant City Attorney
Revitalization Plan Adoption Resolution
RESOLUTION

WHEREAS, the Texas Department of Housing and Community Affairs ("TDHCA") adopts every year a Qualified Allocation Plan ("QAP") that sets requirements for each year's 9% Housing Tax Credit program; and

WHEREAS, the QAP adopted for the 2020 9% Housing Tax Credit program allows the allocation of points if a development site is located in a distinct area that was once vital and has lapsed into a condition requiring concerted revitalization, and where a concerted revitalization plan has been developed, executed, and adopted by a municipality; and

WHEREAS, on October 15, 2019 the City Council adopted priority Tier 1 sites for support of low-income housing tax credit proposals, such Tier 1 sites being in the Medical Center of the Americas area and the City's Uptown area; and

WHEREAS, the City Council wishes to adopt a Priority Housing Area Summary plan for the Uptown Area that summarizes the currently planned and ongoing efforts to reinvigorate the Uptown Area; and

WHEREAS, the Priority Housing Area Summary will serve as the City's concerted revitalization plan for the Uptown Area to allow projects supported by City Council to be eligible for concerted revitalization plan points under the current and future Qualified Allocation Plan(s).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Priority Housing Area Summary for the Uptown Area, attached to this Resolution as Attachment "A", is adopted and will serve as the concerted revitalization plan for the Uptown Area for the current and future Qualified Allocation Plan(s) adopted by TDHCA.

ADOPTED this 10th day of February, 2020

ATTEST:
Laura Prine,
City Clerk

CITY OF EL PASO
Dee Margo,
Mayor

APPROVED AS TO FORM:
Omar De La Rosa,
Assistant City Attorney

APPROVED AS TO CONTENT:
Nicole Ferrini, Director
Community & Human Development
AN ORDINANCE AMENDING THE CITY OF EL PASO'S COMPREHENSIVE PLAN, "THE PLAN FOR EL PASO," AND THE YEAR 2025 GENERAL LAND USE MAP.

WHEREAS, the provisions of Chapter 213, Municipal Comprehensive Plans, of the Texas Local Government Code, allows the City to adopt or amend by ordinance a comprehensive plan for the long range development of the municipality; and,

WHEREAS, the purpose of a comprehensive plan is to promote the sound development of municipalities and promote the public health, safety, and welfare; and,

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may define the content and design of a comprehensive plan and may include, but is not limited to, provisions on land use, transportation, and public facilities;

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the comprehensive plan can consist of a single plan or a coordinated set of plans organized by subject and geographic area and can be used to coordinate and guide the establishment of development regulations; and,

WHEREAS, the original comprehensive plan was adopted by the City of El Paso in 1925, was amended in its entirety in 1999, and has subsequently been amended; and,

WHEREAS, in addition to the guidance provided in the plan or plans, the El Paso City Council, consistent with state law, will be able to consider all the facts and circumstances which may affect the property, the community, and the welfare of its citizens in making decision on future ordinance changes to Chapter 20 and to the zoning map; and,

WHEREAS, the El Paso City Council determined that the city's existing comprehensive plan should be amended; and,

WHEREAS, the City engaged a consultant to assist the City in amending the comprehensive plan and established a Comprehensive Plan Advisory Committee for the purposes of reviewing the changes recommended by the consultants; and,

WHEREAS, parties in interest and the public in general had an opportunity to be heard and provide public input through the numerous charrettes for the public conducted in various areas of the City of El Paso and through the establishment of a website for the public to review drafts of the recommended changes; and,

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,
WHEREAS, on February 23, 2012 a public hearing was held by the City of El Paso City Plan Commission, and the public was given the opportunity to give testimony and present written evidence; and,

WHEREAS, after review of the proposed amendment to the comprehensive plan the City Plan Commission recommended approval of the comprehensive plan and forwarded their recommendation to City Council; and,

WHEREAS, after publication in the City's official newspaper and after posting the agenda at City Hall more than seventy-two (72) hours before the public hearing, the El Paso City Council conducted a public hearing where the public was given the opportunity to give testimony and present written evidence;

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

Section 1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the City of El Paso Comprehensive Plan, “The Plan for El Paso” be replaced with the comprehensive plan as set forth in Exhibit “A”, titled “Plan El Paso”, attached and incorporated by reference for all purposes, and that the following existing study area plans and master plans are incorporated into “Plan El Paso” as if copied in their entirety: Rim-University Neighborhood Plan adopted on May 22, 2001 by ordinance 014851; The Northwest Upper Valley Plan adopted on January 13, 2004 by ordinance 015670; The Chihuahuita Neighborhood Association Plan adopted on March 2, 2004 by ordinance 015709; The El Paso Water Utilities Public Service Board Westside Master Plan adopted on May 24, 2005 by ordinance 16056; Smart Growth Plan for the Northeast adopted on July 26, 2005 by ordinance 16100 and amended on January 9, 2007 by ordinance 016537 and amended on August 22, 2008 by ordinance 016960; The El Paso Downtown 2015 Plan adopted on October 31, 2006 by ordinance 018487; The Medical Center of the Americas Master Plan adopted on October 21, 2008 by ordinance 017014 and amended on June 21, 2011 by ordinance 017595; and Plan El Paso 2010: Connecting El Paso: Building Transit-Oriented Neighborhoods at Remcon Circle, Oregon Corridor, and Five Points and Redeveloping Asarco adopted on January 18, 2011 by ordinance 017485; and the 2025 Proposed Thoroughfare System adopted with The Plan for El Paso on April 27, 1999 and as subsequently amended, and the Open Space Master Plan, also known as "Towards a Bright Future: Mountains to River- A Green Infrastructure Plan for El Paso" adopted by Ordinance #016585 on March 13, 2007. All of the above listed area plans and master plans are adopted as amended even if such amendments are not specifically stated in this paragraph, provided that such amendments were adopted in accordance with city and state code requirements.
Section 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

Section 4. EFFECTIVE DATE

This effective date of this ordinance shall be the date approved by the El Paso City Council.

Section 5. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 6th day of March, 2012.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Morrison
City Clerk

APPROVED AS TO FORM:  

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Deputy Director, Planning Planning & Economic Development Department

ORDINANCE NO. 017751
Copy of Revitalization Plan
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UPTOWN

A compendium of previously approved and ongoing planning efforts and investment in the Uptown El Paso Area

DESCRIPTION OF TARGET AREA

Uptown is an emerging area that connects Downtown El Paso, the University of Texas at El Paso (UTEP), and the Five Points District. Downtown and UTEP have seen significant investment over the past decade and the Five Points District is another emerging area with a mix of residential, commercial retail, and entertainment-oriented land uses. Considering its location and surroundings, Uptown represents a growing market opportunity for mixed-income, higher density housing, with existing public amenities including parks, community centers and various transit options.

This boundary was adopted by City Council on November 12, 2019 as a Priority Housing Area for the purpose of directing housing investment into Uptown. This boundary has also been approved for “Tier 1” priority consideration of Low Income Housing Tax Credit (LIHTC) Requests for Municipal Support through the adoption of local scoring criteria that incentivizes development of affordable, LIHTC developments in Uptown.

There has been a significant loss of population in Uptown over the past two decades. According to Census Demographic Profile Data from 2000 and 2010, and 2017 American Community Survey 5-Year Estimates, the population of Uptown decreased from 14,423 in 2000 to 12,599 in 2010. Between 2010 and 2017, there was an additional decrease in population from 12,599 to 11,622. Altogether, there has been an 18.8% decrease in the population of Uptown between 2000 and 2017.

The decrease in population is in line with findings from a 2018 Housing Assessment conducted by the City of El Paso and Housing Authority of the City of El Paso which indicated that new developments on the fringes of the city are contributing to the decline of population in El Paso’s inner core neighborhoods. The Housing Assessment and subsequent El Paso Regional Housing Plan indicated that there have been approximately 10,000 more housing units developed over the last decade than there have been new households created through migration. That additional population buying homes on the outskirts of the City appears, to a certain extent, to be those that are leaving central neighborhoods like Uptown. This trend can be reversed through investment in both public infrastructure and private housing in Uptown.
AREA VITALITY AND RATIONAL FOR CONCERTED REVITALIZATION

As mentioned earlier, Uptown is a combination of the Sunset Heights Neighborhood, El Paso High Neighborhood, and the Golden Hills Neighborhood. The entire Uptown area, at one point or another, was a vibrant, bustling, and highly desirable area of the City. Each of these areas are distinct in their own way, though overall, they possess many common attributes. So much so that one neighborhood transitions relatively seamlessly into the another. Housing conditions and population demographics are very similar between the three areas and are described in the following sections.

SUNSET HEIGHTS NEIGHBORHOOD

The Sunset Heights Historic District is located in the western portion of Uptown. By 1901, full-scale development of the Sunset Heights Neighborhood began. A dozen teams of horses and forty men went to work to cut down the rocky terrain, fill in arroyos, and lay out approximately 1200 new building lots. Subdivision platting of the neighborhood took place in 1903-1904. At its peak, Sunset Heights was the elite section of El Paso and offered residents a view of the Rio Grande and Mexico. Residents were described as a “melting pot of ethnic cultures.”

The Sunset Heights historic district has significance for the particular events that took place there, the people that lived there, as well as the unique architecture that is found there. Even more importantly, from an economic, environmental, and social perspective the neighborhood was designed to be walkable and mixed-use, and therefore affords the potential for a high quality of life for residents today.

Where the original homeowners passed their properties down to subsequent generations, many of their heirs sold to real estate speculators. By 1970 half of the buildings in this area were in a deteriorating and dilapidated condition. In an effort to stop this plight, the City Council created the Sunset Heights Historic District in 1984. Since then, several prominent homes have been completely restored, and while the grandeur of the neighborhood slowly began to reemerge, disinvestment in many homes and multi-family rental properties persists (Plan El Paso, 2012).

The Sunset Heights Neighborhood occupies nearly all of Census Tract 16. American Community Survey (ACS) 2017 5-Year Estimates for this tract show a median household income of $35,780 and a poverty rate of 23.1% compared to a citywide median income of $44,431 and poverty rate of 20.3%. This data paints a picture of a neighborhood in need of concerted, targeted support.

However, looking at the same data from 2012 tells a more positive story and shows that residents of this area, as a whole, are outpacing the rest of the city in terms of economic advancement. Between 2012 and 2017, citywide median income increased from $40,800 to $44,431, an increase of 8.5%, while for Sunset Heights median income increased from $50,060 to $60,760, an increase of 22.4%. While this trend is very encouraging for the neighborhood as a whole, incomes are still far below the rest of the city, significantly limiting homeowners’ ability to maintain their homes. It is also quite possible that this rapid increase is an early sign of gentrification, which requires preservation of affordable housing units in the area. This will ensure that the projected injection of energy and economic opportunity into this area is balanced with affordable housing investment, avoiding displacement of current residents, thus building opportunity rather than chasing it.

Some disinvestment in housing in the area is likely due to the loss of population in the neighborhood. Between 2000 and 2017, the population of Sunset Heights decreased from 5,849 to 4,342, a 26% decline. Yet, as a result of massive levels of investment in Downtown El Paso and at the University of Texas at El Paso (UTEP) over the past decade, as well as significant investment that has occurred, or is scheduled to occur in Uptown, this is a time of high opportunity for the Sunset Heights Historic District and Uptown as a whole.

To build off of this momentum and reenergize Uptown as the connective tissue between those areas of heavy investment, the City and other public entities invested in additional improvements to parks, facilities, transit and other public infrastructure in the area. The improvements in Sunset Heights include:

- Renovation of John R. Kerr Park in the heart of Sunset Heights;
- Development of a rapid transit system bus line between downtown and UTEP (Oregon St./Brio);
- The construction of a pedestrian line connecting downtown and UTEP with stops in Sunset Heights on Oregon St.
- Construction of safety improvements, including a new traffic light at the intersection of E. Schuster Ave. and El Paso St.
- El Paso Community College construction of a new laboratory/classroom/parking garage facility to accommodate increased enrollment.

All investments described in this section are detailed under the Funding section of this document.
EL PASO HIGH NEIGHBORHOOD

Similar to Sunset Heights, the El Paso High Neighborhood, in the center of Uptown, was developed around the turn of the 20th century, with subdivision plats being filed between 1894 and 1901. El Paso High School, which anchors the neighborhood on the north, is the oldest operating high school in El Paso. The neighborhood consists of an eclectic mix of multi-family and single-family housing that spans a considerable spectrum of price points and affordability levels. Many small, locally owned and operated businesses serve residents of the neighborhood. Because of the age of housing units and the relative lack of construction activity, investment in housing is a key priority.

This area of Uptown shows indications of disinvestment in housing stock as well, and has seen a relatively drastic decrease in population, exceeding that of the other neighborhood in Uptown. Between the years of 2000 and 2017, the population of the El Paso High Neighborhood decreased from 4,833 to 3,505, a 28% decrease.

The El Paso High Neighborhood occupies all of Census Tract 2201. American Community Survey (ACS) 2017 5-Year Estimates for that tract show a median household income of $30,079 and a poverty rate of 40.2%. Compared to a citywide median income of $44,438 and poverty rate of 20.3%, this area is significantly more modest than the other areas of Uptown. Still, the overall story is the same—investment in infrastructure and affordable housing is critical in this area to increase quality of life and desirability of the neighborhood, while also getting out in front of any gentrification that may be forthcoming as a result of investment in adjacent areas.

There has been recent investment in El Paso High by the City and other public entities including construction of, and upgrades to, facilities, transit and other infrastructure in the neighborhood. Much of this investment has been informed by area neighborhood associations who have specifically been asking for reinvestment in affordable housing, parks and the Pat O’Rourke Recreation Center. Recent and upcoming investments include:

- The construction of a streetcar line connecting downtown and UTEP with stops in El Paso High on Stanton St.
- Development of a rapid transit system bus line between Five Points and Uptown (Montana Ave Line).
- Renovation of the Pat O’Rourke Recreation Center.
- Upgrades to Houston Park.
- Reconstruction of Schuster Rd. to include pedestrian and bicycle improvements and landscaping.
- Tom Lee slope stabilization above E. Schuster Ave.

GOLDEN HILLS NEIGHBORHOOD

The Golden Hills Neighborhood is the more recently developed part of Uptown, with residential subdivision platting taking place primarily in the 1950s. The portion of the Golden Hills Neighborhood that lies within the Uptown footprint is commonly referred to as "Pill Hill" because of the abundance of medical facilities in the area. This includes The Hospitals of Providence Sierra Campus and a number of clinics and medical offices. Housing units in Golden Hills are beginning to require rehabilitation as they are now reaching 40-50 years of age. Like the El Paso High area, there are many small, local businesses that serve the population in the area.

This area of Uptown shows indications of disinvestment in housing stock similar to the rest of Uptown, and has also seen a recent decrease in population, though on a smaller scale than other areas of Uptown. Between the years of 2000 and 2017, the population of the Golden Hills Neighborhood decreased from 3,881 to 3,335, a 14% decrease.

The Golden Hills Neighborhood occupies a majority of Census Tract 2202, which contains two separate block groups. Block Group 1, north of Cliff Dr., has income numbers just below the median for the City and includes several areas of significant wealth, whereas Block Group 2, to the south, shows a more similar condition to Sunset Heights and El Paso High. The population of Block Group 1 has actually increased from 1,790 in 2000 to 1,985 in 2017, an 11.5% increase. On the other hand, the population in Block Group 2 has declined significantly from 2,091 in 2000 to 1,371 in 2007, a 34.0% decrease. Median household income in 2017 for Block Group 1 is $69,052, up 12% from $61,790 in 2013. Meanwhile, median household income in 2017 for Block Group 2 is $53,835, up just 5.5% from $50,225 in 2015. In terms of concerted revitalization, the investment in housing and infrastructure to increase quality of life should be targeted in the southern portion of Golden Hills.

A planned reconstruction of the Grand and Grant streets and development of the Montana Ave. bus rapid transit line highlight recent and upcoming investments in Golden Hills. There has also been significant private investment. The Hospitals of Providence Sierra Campus has recently undergone a multi-million dollar renovation and new medical facilities have continued to be developed or expanded. One example is the newly constructed 30,000 sq. ft. Medical Office Building at 1600 Cliff Dr. with 45,000 sq. ft. of retail and medical office space.
PUBLIC INPUT

Opportunities for public input regarding the need for investment and improvements in Uptown have been numerous. In some cases, public input was general in terms of needs for neighborhoods that have common attributes to Uptown, and in other cases the input was specific to the neighborhoods that make up Uptown.

The Plan for El Paso was developed with significant public outreach and input and is included in this document. Public input included a series of hands-on public design charrettes which included over eight weeks of intense community exercises and policy discussions to generate the plan vision. This process was followed by a series of regular meetings with a Citizen Plan Advisory Committee (PAC) to refine the draft plan. A project website received over 40,000 visitors and provided an online forum for plan discussion regarding problems to be addressed, potential solutions to those problems, and prioritization of those problems. The plan process received bilingual coverage in local and national media. Plan drafts were made available to the public and special presentations and meetings were held to discuss the plan before the formal process for adoption was initiated.

Resilient El Paso is the City of El Paso’s resilience strategy and a key goal in that strategy is to create healthy, affordable, high-quality housing options for all El Pasoans, especially those that are most vulnerable. That goal was developed based on feedback gathered during an extensive public outreach initiative, and is now a specific goal listed within this document for Uptown. Under that process, from March 2016 to December 2016, the City of El Paso conducted over 95 community engagement events, 21 stakeholder work sessions and piloted 11 test projects. The City of El Paso resilience team communicated with over 12,000 El Pasoans face to face and approximately 70,000 via digital means to discuss and communicate problems, potential solutions, and prioritization of efforts to implement Resilient El Paso.

The Sunset Heights Neighborhood Improvement Association, Golden Hills Neighborhood Association, Houston Park Neighborhood Association, El Paso High Neighborhood Association, and Central El Paso Community Organization are all within Uptown. Each of these neighborhood associations developed a list of priorities for their neighborhoods. Some of these priorities summarized in this document are improvements to housing stock, park improvements, improvements to the Pat O’Brien Recreation Center, addressing “economic deprivation”, and transit connections through the neighborhoods.

OUTREACH

Two key drivers for targeting policy, programming and funding summarized in this document were the establishment of the Uptown as a priority housing area as well as a Tier 1 Low Income Housing Tax Credit (LIHTC) site. Both of these designations were approved by City Council following public hearings with opportunities for public comment. Both designations were also the result of recommendations from the El Paso Regional Housing Plan. Following are dates of public hearings held to discuss and take input on identification and prioritization of issues:

- 10/1/2019 - Presentation of the El Paso Regional Housing Plan
- 10/3/2019 - Establishment of Uptown as a Tier 1 (Highest priority) site for municipal support of LIHTC applications
- 1/30/2019 - Adoption of Uptown as a Priority Housing Area for targeting of necessary investment summarized in this document.
PROBLEMS IDENTIFIED IN THE AREA

As previous sections of this document have indicated, the overriding problem for Uptown has been a long-term disinvestment in public and private infrastructure to include housing units, street infrastructure, and other basic quality of life amenities. Following is a summary of the problems identified.

DISINVESTMENT IN EXISTING HOUSING STOCK

Uptown represents some of the oldest neighborhoods in El Paso. According to the Plan for El Paso, “Many of these older neighborhoods, [historic neighborhoods in particular] have suffered from disinvestment. However, if protected, these neighborhoods are poised to serve generations of new residents due to their central locations, excellent neighborhood designs, and a housing stock of distinctive yet affordable buildings.”

DISINVESTMENT IN PUBLIC AND PRIVATE

With Uptown’s location between several areas of strategic investment for the City, it is poised as an extremely high opportunity area for physical revitalization. This revitalization is necessary as a result of long-term disinvestment in the area’s neighborhoods. That investment has begun over the past several years and it is important that future plans for infrastructure, housing improvements, and quality of life improvements move forward as planned.

MAINTAINING AFFORDABLE HOUSING OPTIONS FOR LOWER INCOME RESIDENTS

According to the El Paso Regional Housing Plan, there is a citywide gap of approximately 3,000 housing units that are available at a cost at or below $600 per month. Whether by lease or mortgage payment, this price point is affordable for households earning less than $30,000, or approximately 60% area median income. This is an income strata that dominates the current population of Uptown. While incomes in El Paso have been slowly increasing, housing costs have been increasing at a greater rate. Because of this dynamic, if trends continue over the next 5 years, that 3,000-unit gap will increase to approximately 16,000 by 2025.

One way to resolve this issue is to incentivize construction of new affordable housing units. If recent and ongoing infrastructure improvements continue, and Downtown, UTEP, and Five Points continue to grow and thrive as they currently are, gentrification of Uptown will become more and more likely. These two issues offer a unique opportunity for Uptown. Renovating disused and affordable housing units in Uptown will increase the overall stock of affordable housing in El Paso while also contributing to the rebound of population numbers in the area. Perhaps most importantly, these affordable units will ensure that large-scale gentrification of the area is mitigated, and existing residents of the

OTHER HIGH-CAPACITY TRANSIT

Residents and participants in the Plan El Paso planning process consistently prioritized long-term investment in transit, specifically in high capacity transit, as a visionary and important element of El Paso’s future. In the past, transit options have been limited for residents of Uptown. The recent development of the streetcar line running through Uptown between Downtown and UTEP has begun to mitigate that issue. Completion of the Montana Avenue bus rapid transit line will give Uptown one of the highest levels of transit service of any area in El Paso. This will contribute to affordability of housing, as transportation costs can be significantly lower for residents of Uptown. This is even more true because of the central location of the area and the number of employment centers both within and on its periphery.
THE PROCESS TO DETERMINE HOW PROBLEMS SHOULD BE ADDRESSED

As stated in the Public Input section of this document, solutions to the problems facing the Uptown community have come from a number of different sources and initiatives. Residents have proposed solutions to problems facing Uptown, and similar areas of town, through their participation in public meetings, design labs, roundtable discussions, public hearings, and other community engagement throughout the creation of the City of El Paso Strategic Plan, Plan El Paso, and Resilient El Paso. Development of the El Paso Regional Housing Plan resulted in a number of policy, programming, and funding recommendations that are, or will soon be, targeted in Uptown as a result of its designation as both a Priority Housing Area and as one of only two Tier 1 LIHTC sites.

GOALS

Following is a summary of goals from various planning efforts that impact the Uptown area:

GOAL: Target housing policies and planning efforts into this critical area of town.

GOAL: Create healthy, affordable, high-quality housing options for current and prospective residents of Uptown, especially those that are most vulnerable.

GOAL: Create a comprehensive housing strategy with capacity to align public and private investments toward a common vision for quality of life, sustainability and equity.

GOAL: Develop multi-modal/ various methods of transportation to provide a connection between Uptown and its surrounding area (i.e. Downtown, UTEP and Five Points District) thus activating Uptown businesses and providing transportation options for Uptown residents.

GOAL: Increase housing density at various income levels in appropriate and/or compatible areas of Uptown.

GOAL: Incentivize development of new, affordable rental units.

GOAL: Provide resources for rehabilitation of single-family and multi-family residential units.

GOAL: Provide public infrastructure improvements to increase quality of life in Uptown.
**TIMETABLE**

Implementation of projects and initiatives identified in this summary is ongoing and is likely to continue for at least the next decade. Following is a timetable of ongoing and anticipated actions to meet the goals above.

**SHORT-TERM AND ONGOING INITIATIVES**
- Prioritize renovation and new construction of affordable housing units (ongoing)
- Implement the El Paso Regional Housing Plan and target initiatives in Uptown
- Invest in multi-modal transit projects to increase mobility (ongoing)
- Invest in quality of life amenities (ongoing)
- Complete Schuster Avenue & El Paso

**MID-TERM INITIATIVES AND EXPECTATIONS**
- Formulate programs to prioritize single-family rehabilitation and first-time homebuyer programs in Uptown
- Complete reconstruction of Schuster Avenue to include pedestrian and bicycle amenities.
- Complete Tom Lee slope stabilization project
- Complete Cotton Street median improvements
- Complete Pat O’Rourke Recreation Center renovation

**LONG-TERM EXPECTATIONS**
- Increase population of Uptown by 20%
- Develop and/or rehabilitate affordable multifamily housing units in Uptown
- Realize an ongoing flow of housing rehabilitation and first-time homebuyer applications in Uptown.

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**FUNDING**

Following are funding sources that have been committed, or may be committed, to achieve the goals listed above:

2012 Quality of Life Bond funds for the renovation of the Pat O’Rourke Recreation Center - $2.5 Million (committed)

2012 QOL Bond, Neighborhood Improvement Program funds were allocated for additional amenities at Houston Park - $33,684 (committed)

2012 CDBG funds for John R. Karr Park Improvements - $436,334 (committed)

2017 Capital Improvement Program (CIP) funds for safety improvements at the intersection of Schuster and El Paso - $300,000 (committed)

Streetcar - Approx. $100 Million for entire route (committed)

2018 CIP funds for Tom Lee Slope Stabilization Project - $84,487 (committed)

2018 CIP funds for reconstruction of Schuster Avenue - $175 Million (committed)

Targeting of HOME funds for housing rehabilitation and first-time homebuyer programs (pending)

A portion of 2021-2022 CDBG public facility funds are planned for targeting into the two Representative Districts that include Uptown (pending)

Targeting of LIHTC through evaluation criteria and establishment of Uptown as one of only two Tier 1 sites (dependent on TDHCA approval of tax credits)

Creation of a Housing Trust Fund as prescribed for in the El Paso Regional Housing Plan (pending)

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Priority Housing Areas Approval
CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD’S SUMMARY FORM

DEPARTMENT: Community + Human Development

AGENDA DATE: November 12, 2019

CONTACT PERSON NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goals 1, 5 + 8

SUBJECT:
Discussion and action on a resolution adopting Priority Housing Areas to target planning efforts and implementation of the El Paso Regional Housing Plan in high opportunity, centrally located El Paso neighborhoods to include the Downtown area, Uptown, the Medial Center of the Americas area, and the South El Paso Community Corridor.

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?

Upon approval by City Council, the City of El Paso will begin the process of creating small area plans to target housing programs to include homeownership, as well as investment in housing rehabilitation and development in the South El Paso Community Corridor, MCA, and Uptown Priority Housing Areas.

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

******************************************************************************** REQUİRED AUTHORIZATION ********************************************************************************

DEPARTMENT HEAD:

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

APPROVED FOR AGENDA:

CITY MANAGER: ___________________________ DATE: ______________
RESOLUTION

WHEREAS, on October 1, 2019, the Department of Community and Human Development presented to City Council the El Paso Regional Housing Plan, a strategic housing plan for the City of El Paso and surrounding region, that addresses long term housing affordability, development, rehabilitation and reconstruction; and

WHEREAS, the City of El Paso has targeted significant investment into public infrastructure in centrally located, strategic investment areas to support economic development and revitalization of core neighborhoods; and

WHEREAS, it is the intent of the City of El Paso to revitalize neighborhoods near El Paso’s downtown footprint and ensure that continued investment in these areas is supported by affordable housing options for all El Pasoans, including current residents of those neighborhoods; and

WHEREAS, residents of priority reinvestment areas should have affordable opportunities to improve and preserve the condition of their homes.

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

That the Priority Housing Areas identified in the City of El Paso Priority Housing Areas Map, attached hereto as Exhibit A, is adopted for the purpose of maintaining and increasing affordable housing options and encouraging public and private investment in those areas; and

That City Council directs the City Manager to assign staff to oversee development of Small Area Plans for the neighborhoods in the South El Paso Community Corridor, the Medical Center of the Americas area, and Uptown, as identified in the City of El Paso Priority Housing Areas Map.

ADOPTED this _____ day of ______________, 2019.

THE CITY OF EL PASO

Dee Margo,
Mayor

ATTEST:

_________________________
Laura Prine
City Clerk
Opportunity Index Proof
## Opportunity Index Amenities

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Texas Pharmacy License # 28364

**CVS/PHARMACY # 10105**

**License Information**
- **License Status**: Active
- **License #**: 28364
- **Expiration Date**: 01/31/2022
- **Date License Issued**: 11/28/2012

**Address**
- 201 NORTH MESA ST
- EL PASO, TX  79901
- **County**: EL PASO
- **Phone**: (915) 533-3709

**Pharmacy Details**
- **Prior Disciplinary Orders**: No

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

<table>
<thead>
<tr>
<th>Class of Pharmacy</th>
<th>Community Pharmacy</th>
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<td>Community Multi</td>
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<tr>
<td># of Hospital beds</td>
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**Employment Information**
- **Pharmacist in Charge**: GUERRERO, JESUS

**Pharmacy Profile**
- **Accessible to disabled persons?**: Yes
- **Participates in the Texas Medicaid program?**: Yes
- **Translating services (Listed Below If Available)**

¥ Please note: The data regarding accessibility, translating services, and insurance participation is self-reported by the license holder and no warranty regarding the information is created. Therefore, neither the State of Texas nor the licensing agency accept any legal liability or responsibility or may be held liable or responsible for the accuracy, completeness, timeliness, or usefulness of this information. Should you have any concern as to the accuracy of the data in this system, please contact the license holder or facility for clarification.

**Remedial Plans**
Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

**Services Provided**
- **No Nuclear**
- **Yes Out-Patient Prescriptions**
- **No Ship Prescription Out of State**
- **No Class D (Expanded Formulary)**
- **No Class D (Alternative Visit Schedule)**
- **No Compounding Sterile-Risk Level Low**
- **No Compounding Sterile-Risk Level Med**
- **No Compounding Sterile-Risk Level High**
- **Yes Compounding Non-Sterile**
- **No 24 Hour Service**
- **No Closed Door**
- **No Compounding, Office Use**
- **Yes Home Delivery**
- **No Infusion**
- **Yes Pharmacist Administered Immunizations**
- **Yes Veterinary Prescriptions**
The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
About Las Palmas Medical Center

Las Palmas Medical Center offers comprehensive services and special expertise in Emergency Room Medicine (Level III Trauma), Cardiology, Women's Services, Labor & Delivery, Neonatal Intensive Care, Neuroscience, Pediatric care, Oncology Services, and Wound Care Management. Las Palmas Medical Center is also the only Kidney Transplant Center in the Region.

- Cardiology Services
- Emergency Services
- Imaging Services
- Kidney Transplant
- LifeCare Center
- Maternal/Child Services
- Neurosurgical Services
- Oncology Services
- Pediatric Services
- Rehabilitation Services
- Stroke Program
- Surgical Services
- Women's Services
- Wound Management Services
SERVICES AT LAS PALMAS DEL SOL HEALTHCARE

Emergency Services

For medical emergencies, you can count on Las Palmas Del Sol Healthcare any time of the day or night. We provide Emergency Medicine from board-certified physicians specializing in emergency medicine... Read More

Mother & Baby Services

At Las Palmas Del Sol Healthcare, our experienced staff, beautiful surroundings and state-of-the-art technology make the journey to parenthood a joyful experience. That's why so many mothers make Las Palmase... Read More
Las Palmas Del Sol Healthcare is El Paso's leading provider of Bariatric surgery, also known as weight loss surgery. Bariatric surgery generally results in greater weight loss than conventional methods, improving...Read More
Early Learning Academies | El Paso Child Care


YWCA Early Learning Academies
The best childcare and daycare options in El Paso!

Call to Learn More! 915–519–0000 (tel:9155190000)


ELA PAYMENT (https://www.ywcaelpaso.org/programs/educating-children/childcare-center/early-learning-academy-payment/)
About YWCA Early Learning Academies

YWCA Early Learning Academies are on a mission to provide excellent early childhood education in a fun, enriching environment. Our goal is to bolster positive social, emotional and academic development while promoting school-readiness. With more than 40 years of experience in early childhood education, YWCA is the best choice for childcare in El Paso. We offer eight daycare locations around town and convenient hours for working parents to fit your needs.

Curriculum

YWCA utilizes an early childhood education model that engages children in a rigorous active learning environment that is play and project based. Our curriculum is also bilingual, preparing students to participate in a global society. YWCA Early Learning Academies also feature the ABC Mouse curriculum for students ages 2 and up. With ABC Mouse, students use technology as part of their regular learning and parents are able to reinforce that learning and engage with their children at home.

Comprehensive Services

Beyond an academic childcare curriculum, YWCA has introduced other curricula to best serve our students and their families. Through a partnership with Texas Tech University Health Sciences Center, we have implemented an emotional and behavioral health curriculum to help YWCA students excel in all aspects of life. We also train students and families in proper dental health and offer vision, speech, and hearing screenings through partnerships with local universities and colleges.

DOWNLOAD ELA ENROLLMENT PACKET
(HTTPS://WWW.YWCAELPASO.ORG/ WP- CONTENT/UPLOADS/SITES/37/ELACOMPLETEPACKETNOVEMBER2018.PDF)

**Child Care Search Result Details**

**Operation Details**

You may click on the question mark image (?) to view the [Frequently Asked Questions (FAQ)](#) page.

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1501668-5531</th>
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</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>YWCA University Heights Early Learning Academy</td>
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</table>
| Location Address: | 315 W SCHUSTER AVE  
EL PASO, TX 79902 |
| Mailing Address: | 315 W SCHUSTER AVE  
EL PASO, TX 79902 |
| Phone Number:     | 915-747-6000 |
| County:           | EL PASO |
| Website Address:  | www.ywcaelpaso.org |
| Email Address:    |            |
| Administrator/Director Name: | Lorraine Valles |
| Type of Issuance: (? | Full Permit |
| Issuance Date:    | 12/28/2012 |
| Permit Renewal Due By Date: | 12/28/2020 |
| Conditions on Permit: (? | Yes |
| Accepts Child-Care Subsidies: (? | Yes |
| Hours of Operation: | 06:00 AM-06:30 PM |
| Days of Operation: | Monday - Friday |
| Total Capacity:   | 142 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity:   | 142 |
| Number Of Admin Penalties: | 0 |
| Corrective Action: (? | No |
| Adverse Action: (? | No |
| Temporarily Closed: | No |

**Five Year Inspection Summary**

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes (?) are inspected at least
once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- **In the last five years, Licensing conducted the following:**

  23 - Inspections
  0 - Assessments
  6 - Self Reported Incidents
  2 - Reports

  *Click on the inspection type to see additional details related to each inspection.*

- There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the Five year history.

**Five Year Compliance Summary**
- During the last five years, 3022 standards were evaluated for compliance at this operation.

- Of the standards evaluated 9 deficiencies were cited.

  *Click on the number of deficiencies to see additional details.*

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It’s important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- **The weights of the standard deficiencies cited in the past five years are as follows:**

  6 were weighted as High
  3 were weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

  *Click on the weight to see additional details about each deficiency.*

**Disclaimer:** The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Library Information
501 N Oregon | 915-212-READ
12:00 pm - 6:00 pm Sunday
10:00 am - 7:00 pm Monday
10:00 am - 7:00 pm Tuesday
10:00 am - 7:00 pm Wednesday
10:00 am - 7:00 pm Thursday
11:00 am - 6:00 pm Friday
10:00 am - 6:00 pm Saturday

Friends of the Library
Join the Friends:
Membership is $5.00 a year. Your membership helps support the Friends of Main Library's mission to support programs and advocate for Main Library and El Paso Public Library.
Drop by the bookstore or call 915-212-0354 for more information on how to join.

Location
The Friends Bookstore is located on the first floor of the Cleveland Square foyer, across from the stairs to Teen Town and Children's.

Meetings
The Friends of Main Library meet quarterly. For scheduled meeting times and locations, please call the Bookstore. All Friends meetings are open to the public.

Computers
Computers are available for public use. All minors must have Internet permission. All computer users must present a library card and a pin in order to reserve a computer. The computer lab closes 15 minutes prior to closing time.

Departments
915-212-0355 Border Heritage Center
915-212-0365 Children's Room
915-212-0356 Circulation Desk
915-212-3234 Government Documents
915-212-3228 Homebound Services
915-212-0357 Inter-Library Loan (ILL)
915-212-0363 Periodicals
915-212-0363 Reference Desk
915-212-0366 Teen Town
**PUBLIC MEETING ROOMS**

**Using the Library**
- Get a Card (//www.elpasolibrary.org/using-the-library/get-a-card)
- Inter-Library Loan (//www.elpasolibrary.org/using-the-library/inter-library-loan)
- Your PIN and Account (//www.elpasolibrary.org/using-the-library/your-pin-and-account)
- Borrowing and Fees (//www.elpasolibrary.org/using-the-library/borrowing-and-fees)
- Pay a Fine (//www.elpasolibrary.org/using-the-library/pay-a-fine)
- Public Meeting Rooms (//www.elpasolibrary.org/using-the-library/public-meeting-rooms)
- Assistive Technology (//www.elpasolibrary.org/using-the-library/assistive-technology)

**Meeting rooms available to the public**

All of EPPL's meeting room facilities are available for public use. The rooms must be reserved ahead of time to insure availability. They are free of charge provided the use is not for a business endeavor. A nominal business rate will apply for business users. Meeting room use is subject to review by library administration. Please call the library you are interested in for more information.

EPPL Public Meeting Room Spaces

Note: Maximum capacities are listed in parentheses after each room name.

**Armijo Branch Library** (//www.elpasolibrary.org/locations/armijo-branch) – GED Proctor Room (10), Computer Classroom (40), Mural Room, Upper Level (122), Mural Room, Lower Level (25)

**Clardy Fox Branch Library** (//www.elpasolibrary.org/locations/clardy-fox-branch) – Multipurpose Meeting room (100), Green Room (65), Open Seating Area (45)

**Dorris Van Doren Regional Branch Library** (//www.elpasolibrary.org/locations/dorris-van-doren-branch) – Auditorium (80), Family Room (10-15), Craft Area (40)

**Esperanza Acosta Moreno Regional Branch Library** (//www.elpasolibrary.org/locations/esperanza-moreno-branch) – Program Room (90), Study Room (6), Lobby (4)

**Irving Schwartz Branch Library** (//www.elpasolibrary.org/locations/irving-schwartz-branch) – Meeting Room (80)

They are free of charge provided the use is not for a business endeavor. A nominal business rate will apply for business users.

Contact (//www.elpasolibrary.org/contact)
José Cisneros Cielo Vista Branch Library

[www.elpasolibrary.org/locations/jose-cisneros-cielo-vista-branch] – Meeting Room (70 or divided in two – 40 & 18)

Judge Edward Marquez Branch Library [www.elpasolibrary.org/locations/judge-marquez-lower-valley-branch] – Meeting Room (80), Reading Room (25)

Main Library [www.elpasolibrary.org/locations/main-library] – Auditorium (250), Maud Sullivan Gallery (50-60), Staff Lounge (30), Children’s Craft Room (60), Mezzanine (59), Atrium (120), Mary Stanton Room (8)

Memorial Park Branch Library [www.elpasolibrary.org/locations/memorial-park-branch] – Program Room (80)

Richard Burges Regional Branch Library [www.elpasolibrary.org/locations/richard-burges-branch] – Program Room (100), Small Meeting Room (11), Larger Meeting Room (20)

Sergio Troncoso Branch Library [www.elpasolibrary.org/locations/sergio-troncoso-branch] – Meeting Room (80)

Westside Branch Library [www.elpasolibrary.org/locations/westside-branch] – Meeting Room (75)

Services
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- Bookmobile [www.elpasolibrary.org/locations/bookmobile]
- Downloadable Content [www.elpasolibrary.org/explore]

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- Events [www.elpasolibrary.org/attend]

Reference
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- Tex Share Database [www.elpasolibrary.org/research/online-research]
- Databases [www.elpasolibrary.org/research/online-research]
- eAudiobooks & eBooks [www.elpasolibrary.org/explore]

City of El Paso
- City of El Paso [http://www.elpasotexas.gov]
- Museums [http://mcad.elpasotexas.gov]
Public Meeting Rooms

- Zoo (http://elpasozoo.org)

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- Twitter (https://twitter.com/elpasolibrary)
- YouTube (http://www.youtube.com/user/cityofelpasotx)
The University

The University of Texas at El Paso (UTEP) is forging dramatic new directions in higher education. UTEP has become a national model for creating and successfully executing highly competitive academic and research programs while maintaining a deep commitment to serving a 21st century student demographic. It is this dedication to providing access and excellence to students in the region that has resulted in UTEP becoming the only public research university in the United States with a Mexican-American majority student population.

UTEP officially opened in the fall of 1914 and is the second oldest institution in The University of Texas System (www.utsystem.edu). It is a Carnegie high-research-activity, urban university that enrolls more than 25,000 students. It serves its primary constituency — residents of far west Texas, southern New Mexico, and northern Mexico — with 74 undergraduate programs, 76 master's programs and 22 doctoral degree programs, including a growing portfolio of online degrees. With an 80% Hispanic student population, UTEP proudly reflects the demographic composition of the bi-national region from which it draws the vast majority of its students. Eighty-four percent of students are from El Paso County and 4 percent are Mexican nationals.

Academic and Research Programs

The Brookings Institution, a nonprofit public policy organization based in Washington, D.C., ranked UTEP No. 1 among all U.S. public universities that perform well both in research productivity and student social mobility. The University ranks among the top 10 colleges and universities nationally for the number of Hispanic graduates in public relations and communications, education, engineering, mathematics and statistics, homeland security and law enforcement, and business management and marketing.

The Stanlee and Gerald Rubin Center for the Visual Arts has become an internationally renowned venue for contemporary art, with a special focus on work relevant to the U.S.-Mexico border region. UTEP’s Creative Writing faculty of award-winning novelists and poets offers the nation’s first bilingual (English-Spanish) MFA program. The UTEP Dinner Theatre is the only full-time dinner theatre on a university campus, and one of El Paso’s most popular entertainment venues, showcasing the talents of UTEP theatre arts students and faculty who have won national recognition for acting, choreography, and set design.

UTEP led the establishment 25 years ago of the El Paso Collaborative for Academic Excellence, a pre-K-16 partnership that has earned national recognition for its work to transform and vertically integrate the education of young people in the surrounding region. The collaborative, which includes UTEP, El Paso Community College, local school districts and business leaders, has become one of the most successful community partnerships for student success in the U.S. and the model for PK-16 initiatives across the state and nation. It has received funding from the National Science Foundation, the Pew Charitable Trusts, and other foundations and governmental entities to support its programs to transform teaching and learning in science, technology, mathematics and literacy. Outcomes data strongly validate the success of the collaborative's work and enable continuous improvement.

With about $95 million in total annual research expenditures, UTEP receives funding from the National Science Foundation, the National Institutes of Health, the Department of Energy, the Environmental Protection Agency, the National Endowment for the Humanities and other agencies. Faculty and staff members were actively engaged in research and sponsored projects in 2016-17, and 184 new grants resulted in more than $62.3 million in new funding commitments.

UTEP’s research achievements draw on such traditional areas of strength as science and engineering, as well as a broad range of programs and interdisciplinary research centers that have evolved with UTEP’s growth and development, including:

- Border Biomedical Research Center
- Center for the Advancement of Space Safety and Mission Assurance Research
- Center for Environmental Resource Management
- Center for Inland Desalination Systems
- Center for Inter-American and Border Studies
- Center for Interdisciplinary Health Research and Evaluation
- Center for Law and Human Behavior
- Center for Space Exploration and Technology Research
- Center for Transportation Infrastructure Systems
UTEP is an urban university located in El Paso, Texas, a growing community of more than 830,000 which, together with Juárez, Mexico, forms one of the world's largest bi-national metropolitan areas, totaling more than 2 million residents. El Paso's attractive and affordable living conditions and broad range of unique cultural and intellectual options, and the surrounding region's beautiful mountain desert terrain, abundant sunshine and outdoor recreational opportunities, combine to offer a highly satisfying quality of life.

UTEP – with its annual budget of more than $500 million, a University-related local economic impact of $1.4 billion, and its cultural, arts, continuing education and athletic programs – is a major contributor to the region's prosperity and quality of life. Unique in campus architectural styles, UTEP's facilities were inspired by buildings in the Himalayan Kingdom of Bhutan. The 420-acre campus is bustling with growth, including the recent completion of a number of such significant construction and renovation projects as new state-of-the-art facilities in chemistry, computer science, engineering, health sciences, and nursing, and a major pedestrian-friendly transformation of the campus core.

Recent construction also enhanced quality of life by adding student housing, parking garages, and an expanded recreation center. Construction of a new $85 million interdisciplinary research building began in early 2017. The UTEP Library offers a rich array of learning spaces and support services, and it houses more than 800,000 volumes, 260,000 government documents, 71,000 electronic journals, and 1.6 million microforms.

UTEP's campus also offers rich cultural resources including museums and galleries, a Chihuahuan Desert garden, a cinema and numerous music and theater performance spaces, as well as outstanding sports and recreational facilities. Its 12,200-seat Don Haskins Center and 52,000-seat Sun Bowl serve as venues for both UTEP women's and men's intercollegiate athletics teams and major regional entertainment programming, ranging from traveling shows such as Cirque de Soleil to performing artists such as Elton John and the Rolling Stones.

UTEP Miner athletics are an important part of campus culture and community pride. UTEP competes in NCAA Division I-A as a member of Conference USA. UTEP has won 20 national championships in track and field and remains the only university in Texas to win the NCAA men's basketball championship. In that 1966 championship game, an all African-American Miner starting lineup faced the renowned Kentucky Wildcats, and their victory forever changed the face of intercollegiate athletics. The story of this major milestone in NCAA history was captured in a popular Hollywood film, “Glory Road.”
### Public Universities

**Download the Excel Version**

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<thead>
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<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
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<tbody>
<tr>
<td><strong>Angelo State University</strong></td>
<td>Brian J. May</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>2601 W. Avenue N</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>San Angelo, TX 76909</td>
<td></td>
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<tr>
<td><strong>Lamar University</strong></td>
<td>Kenneth Evans</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>4400 Martin L. King Boulevard</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Beaumont, TX 77710</td>
<td></td>
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<tr>
<td><strong>Midwestern State University</strong></td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>3410 Taft Boulevard</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Wichita Falls, TX 76038</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prairie View &amp; M University</strong></td>
<td>Ruth J. Simmons</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>FM 1098 &amp; University Drive</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Prairie View, TX 7744</td>
<td></td>
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<tr>
<td><strong>Sam Houston State University</strong></td>
<td>Dana G. Hoyt</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>1806 Avenue J</td>
<td>Interim President</td>
<td></td>
</tr>
<tr>
<td>Huntsville, TX 7734</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stephen F. Austin State University</strong></td>
<td>Steve Westbrook</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>1036 North Street</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Nacogdoches, TX 75962</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sul Ross State University</strong></td>
<td>William (Bill) Kibler</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>East Highway 90</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alpine, TX 79832</td>
<td></td>
<td></td>
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<tr>
<td><strong>Sul Ross State University Rio Grande College</strong></td>
<td>William (Bill) Kibler</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Route 3, Box 1200</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Eagle Pass, TX 78852</td>
<td></td>
<td></td>
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<tr>
<td><strong>Tarleton State University</strong></td>
<td>James Hurley</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>1333 West Washington</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Stephenville, TX 76402</td>
<td></td>
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<tr>
<td><strong>Texas A&amp;M International University</strong></td>
<td>Pablo Arenaz</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>5201 University Boulevard</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Laredo, TX 78041</td>
<td></td>
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<tr>
<td><strong>Texas A&amp;M University</strong></td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>1265 TAMU</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>College Station, TX 77843-1265</td>
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</tr>
<tr>
<td><strong>Texas A&amp;M University at Galveston</strong></td>
<td>Col. Michael E. Fossum</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Seawolf Parkway</td>
<td>Chief Operating Officer</td>
<td></td>
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<tr>
<td>Galveston, TX 77553</td>
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<tr>
<td><strong>Texas A&amp;M University System</strong></td>
<td>John Sharp</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Moore Connelly Bld</td>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>301 Tarrow</td>
<td></td>
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<tr>
<td>College Station, TX 77840-7896</td>
<td></td>
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<tr>
<td><strong>Texas A&amp;M University-Central Texas</strong></td>
<td>Marc Niglizzo</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>1001 Leadership Place</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Killeen, TX 75649</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Texas A&amp;M University-Commerce</strong></td>
<td>Mark Rudin</td>
<td>(903) 886-5014</td>
</tr>
<tr>
<td>1700 Hwy 24</td>
<td>President</td>
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<td>Commerce, TX 75429</td>
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<tr>
<td><strong>Texas A&amp;M University-Corpus Christi</strong></td>
<td>Kelly M. Quintanilla</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>6350 Ocean Drive</td>
<td>President/CEO</td>
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<tr>
<td>Corpus Christi, TX 78412</td>
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<td><strong>Texas A&amp;M University-Kingsville</strong></td>
<td>Mark A. Hussey</td>
<td>(361) 593-3207</td>
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<tr>
<td>700 University Boulevard</td>
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<tr>
<td><strong>Texas A&amp;M University-San Antonio</strong></td>
<td>Cynthia Teniente-Matson</td>
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<td>Emily F. Cutrer</td>
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<tr>
<td><strong>Texas Southern University</strong></td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
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<tr>
<td>3100 Cleburne Avenue</td>
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<tr>
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<tr>
<td><strong>Texas State University</strong></td>
<td>Denise Trauth</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>601 University Drive</td>
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<tr>
<td>San Marcos, TX 78666</td>
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<tr>
<td><strong>Texas State University System</strong></td>
<td>Brian McCall</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>200 East 10th Street</td>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
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<tr>
<td><strong>Texas Tech University</strong></td>
<td>Lawrence Schovanec</td>
<td>(806) 742-2011</td>
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<tr>
<td>2500 Broadway</td>
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<tr>
<td>Lubbock, TX 79409</td>
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<tr>
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<td>Contact Person</td>
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<td>Texas Tech University System</td>
<td>P.O. Box 42013</td>
<td>Tedd L. Mitchell</td>
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<tr>
<td>Texas Woman's University</td>
<td>304 Administration Drive</td>
<td>Carine M. Feyten</td>
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<td></td>
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<tr>
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<td>701 S. Nedderman Drive</td>
<td>Vistasp M. Karbhari</td>
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<tr>
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<td>800 West Campbell Road</td>
<td>Richard C. Benson</td>
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<td>3900 University Boulevard</td>
<td>Michael V. Tidwell</td>
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<tr>
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<td>4901 East University Odessa</td>
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<td>Ira K. Blake</td>
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<td>Lesa Roe</td>
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<td>UNT Dallas College of Law</td>
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<td>Royal Furgason</td>
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<td>Dean</td>
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<td>2501 4th Avenue</td>
<td>Walter Wendler</td>
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</table>
FITNESS ROOMS

ARMUJO RECREATION CENTER
700 E. 7th St.
El Paso, TX 79901
(915) 212-0396

Hours of Operation
District Map
Monday - Thursday 1:00 p.m. - 5:00 p.m. 8
Friday 1:00 p.m. - 6:00 p.m. 8
Saturday 9:00 a.m. - 2:00 p.m.

OFFICER DAVID ORTIZ RECREATION CENTER
563 N. Carolina St.
El Paso, TX 79915
(915) 212-0430

Hours of Operation
District Map
Monday - Thursday 9:00 a.m. - 5:00 p.m. 7
Friday 9:00 a.m. - 6:00 p.m. 7
Saturday 9:00 a.m. - 2:00 p.m.

CHIHUAHUITA RECREATION CENTER
417 Charles Rd.
El Paso, TX 79901
(915) 212-0433

Hours of Operation
District Map
Monday - Friday 11:00 a.m. - 6:00 p.m. 8

DON HASKINS RECREATION CENTER
7400 High Ridge Dr.
El Paso, TX 79912
(915) 212-0478

Hours of Operation
District Map
Monday - Thursday 9:00 a.m. - 5:00 p.m. 1
Friday 9:00 a.m. - 6:00 p.m. 1
Saturday 9:00 a.m. - 2:00 p.m.

RECREATION CENTERS
Boxing
Fitness Rooms
List of Recreation Centers
Pacquetball Courts
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<th>Recreation Center</th>
<th>Hours of Operation</th>
<th>District</th>
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<td>HILOS DE PLATA SENIOR CENTER</td>
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<td>Monday - Thursday: 1:00 p.m. - 5:00 p.m.</td>
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<td>LEONA FORD WASHINGTON RECREATION CENTER</td>
<td>Monday - Thursday: 1:00 p.m. - 5:00 p.m.</td>
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<td>MARTY ROBBINS RECREATION CENTER</td>
<td>Monday - Thursday: 9:00 a.m. - 6:00 p.m.</td>
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<td>MULTIPURPOSE RECREATION CENTER</td>
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<td>NOLAN RICHARDSON RECREATION CENTER</td>
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<tr>
<td>PAT O' HOURKE RECREATION CENTER</td>
<td>Monday - Thursday: 6:00 a.m. - 9:00 p.m.</td>
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<td>PAVO REAL RECREATION CENTER</td>
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<td>Saturday: 9:00 a.m. - 2:00 p.m.</td>
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Memberships

Billiards Room
Ages: 21 and up
Per Day: Adult $2 / Seniors 60+ $1
Monthly Membership: Adult $30 / Seniors 60+ $5
Yearly Membership: Adult $350 / Seniors 60+ $15
Senior Centers: Eastside, Grandview, Hilo de Plata, Memorial, Pazo Real, Poly Harris, San Juan, South El Paso and Wellington Chum

Boxing Room
Ages: 16 and up / Youth 6 to 17
Per Day: Adult $2 / Youth $1 / Seniors 60+ $1
Monthly Membership: Adult $15 / Youth $10 / Seniors 60+ $5
Recreation Centers: Armijo, Offiice David Ortiz, Pazo Real and San Juan
Sports Centers: Nations Tobin

Racquetball Court
Ages: 16 and up / Youth 8 to 17
Per Day: Adult $2 / Youth $1 / Seniors 60+ $1
Monthly Membership: Adult $15 / Youth $10 / Seniors 60+ $5
Recreation Centers: Gary Del Palacio and Pazo Real
Sports Centers: Acosta

Swim Passes
Ages: 18 and up / Youth 17 and below
Per Day: Adult $3 / Youth $2 / Seniors 60+ $2
Adult Membership: 30 Days $90 / 60 Days $180

40 Days $270
Youth & Senior Membership: 30 Days $60 / 60 Days $120 / 90 Days $180

Weight Room
Small Weight Room
Ages: 16 and up
Per Day: Ages 16-59 $5 / Seniors 60+ $2.50
Monthly Membership: Ages 16-59 $6 / Seniors 60+ $3
4 or less pieces of equipment in one room
Recreation Centers: Central Park, El Paso, and Central
Senior Centers: Eastside and Pazo Real

Medium Weight Room
Ages 16 and up
Per Day: Ages 16-59 $5 / Seniors 60+ $2.50
Monthly Membership: Ages 16-59 $10 / Seniors 60+ $5
Weight machines, free weights cardiovascular, other miscellaneous equipment located in one room
Recreation Centers: Armijo, Caballero, Rio Ford Washington, Multipurpose, Wm Mears Richardson, Office David Ortiz and San Juan
Senior Centers: Hilo de Plata

Large Weight Room
Ages 16 and up
Per Day: Ages 16-59 $4 / Seniors 60+ $2
Monthly Membership: Ages 16-59 $18 / Seniors 60+ $9
Cardiovascular, weight equipment and free weights in more than one room
Recreation Centers: Don Haskins, Gary Del Palacio, Marty Robbins, Pat O'Rourke, Pazo Real and Veterans

All Indoor and Outdoor Pools (Seasonal)
Found 1 facility(ies) matching the searched criteria
Tom Lea Lower

<table>
<thead>
<tr>
<th>Location</th>
<th>Name</th>
<th>Activity</th>
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<tbody>
<tr>
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<td>Tom Lea Lower</td>
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</tr>
<tr>
<td></td>
<td>Tom Lea Upper</td>
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</table>

**Tom Lea Lower**

**Address:** 1203 Schuster Ave

**Days Open:** Everyday

**Hours of Operation:**
- May 1-Sept 30: 6am-11pm, Oct 1-Apr 30: 6am-10pm

**Park Website:** [More info](http://gis.elpasotexas.gov/parksfinder/)

**Photo Gallery**
There are no photos available.
About Us

Kelly Memorial Food Pantry is a volunteer operated and community supported non-profit organization in central El Paso, Texas. It is El Paso’s largest food pantry, serving 2,500 families per month. Located in the heart of El Paso, KMFP provides not just food, but a warm and welcoming family atmosphere to every person who walks in the door.

History

Kelly Memorial Food Pantry, first known as Daily Bread Food Pantry, was started in 1999 as an outreach ministry of Trinity First United Methodist Church. Bob Kelly and his wife, Nell (pictured right), single-handedly started and operated the Daily Bread Food Pantry, running out of a small basement room in the church building. The pantry was open on the first and third Saturdays of the month, serving around 75 families in the immediately surrounding area. With time, the pantry began to grow, being open on more days and serving more families. In 2003, in recognition of Mr. Kelly’s hard work and commitment, the pantry was renamed “Bob Kelly Food Pantry.” Mr. Kelly passed away in 2004 which is when the pantry received its now current name, “Kelly Memorial Food Pantry.” In his passing, Mr. Kelly left a memorial gift to the pantry, in hopes of its continuation for years to come.

Bob Kelly’s vision has made Kelly Memorial Food Pantry what it is today - a vibrant, welcoming place with a family-oriented atmosphere, and most importantly a place that feeds the hunger of many individuals and families in El Paso. Since its opening, Kelly Memorial Food Pantry has expanded to serving 2500 families per month and has moved to its new, larger location on Florence Street.
Pantry Hours/Horas de Operación

Wednesday/miércoles: 9:00 am - 3:00 pm
Friday/viernes: 9:00 am - 3:00 pm
Saturday/sábado: 9:00 am - 12:00 pm

Who Qualifies?/Quién tiene derecho a la despensa?
Kelly Memorial Food Pantry serves anyone living in zip codes 79901, 79902, 79903, 79904, 79905, 79912, 79915, 79922, 79930, and 79932.

Kelly Memorial Food Pantry sirve a personas que viven en las zonas postales 79901, 79902, 79903, 79904, 79905, 79912, 79915, 79922, 79930, y 79932.

What to Bring/Lo que se debe traer
Please bring an ID and proof of address. A recent bill or other piece of mail can be used as proof of address (make sure it's dated).

Por favor, traiga un ID y comprobante de dirección. Se puede traer un recibo corriente u otro documento para comprobar la dirección (es necesario que tiene la fecha).

What services do we provide?/Servicios que proporcionamos
Families in need can come once per month for a box of food. We try to provide a healthy, well rounded box of food, often including at minimum:

- 2 fruits
- 2 vegetables
- 2 proteins, including beans
- 2 carbohydrates, including rice

Thanks to the support of Jardín de Milagros, we are also often able to provide our clients with a bag of fresh produce.

Familias e individuos que necesitan comida pueden venir una vez cada mes para la despensa. Queremos dar una despensa saludable y equilibrada, que incluye como mínimo:

- 2 frutas
• 2 verduras
• 2 proteínas, incluye frijoles
• 2 carbohidratos, incluye arroz

Gracias por el apoyo al Jardín de Milagros, por el cual a menudo podemos dar a nuestros clientes una bolsa de verduras frescas.
NUTRITION PROGRAM CENTERS (CITY-COUNTY)

A division of the Community Services Department

Vision: The new tradition is a renewed conviction of excellence by changing lives, inspiring hope and building a brighter future.

Mission Statement: To build trust, adapt to an evolving community and provide a safe and healthy quality of life to our families.
Nutrition: To nourish and enrich the lives of older individuals by providing nutritious meals to active and homebound individuals; thereby, promoting their health, well-being and independence.

A senior nutrition program providing a 1/3 Required Dietary Allowance noon time meal to El Pasoans 60 years of age or older. Center based meals are served in 20 Senior Nutrition Community Centers throughout the County. Home delivered meals are served to 1,117 homebound frail elderly or handicapped individuals. Valley Services is the County's meal vendor for the preparation and delivery of all meals.
<table>
<thead>
<tr>
<th>COUNTY RUN NUTRITION CENTERS</th>
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<tbody>
<tr>
<td><strong>CANUTILLO</strong></td>
</tr>
<tr>
<td>7361 Bosque Rd.</td>
</tr>
<tr>
<td>Canutillo, TX. 79835</td>
</tr>
<tr>
<td>Phone: 877-2622</td>
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</table>

| **CLINT**                     | **FABENS**                   |
| 200 N. San Elizaro            | 201 Camp                     |
| Clint, TX. 79836              | Fabens, TX. 79838            |
| Phone: 851-3397               | Phone: 764-3580              |

| **McCALL CENTER**            | **NORTHEAST**                |
| 3231 Wyoming                 | 5317 Transmountain           |
| El Paso, TX. 79902           | Phone: 759-6892              |
| Phone: 566-2407              |                             |

| **POLLY HARRIS (westside)**  | **SAN JUAN**                 |
| 650 Wallenberg               | 5701 Tamburo                 |
| El Paso, TX. 79912           | El Paso, TX. 79905           |
| Phone: 581-9525              | Phone: 212-0486              |

| **HILOS DE PLATA**           | **WELLINGTON CHEW**          |
| 4451 Delta Dr.               | 4430 Maxwell                 |
| El Paso, TX.                 | El Paso, TX.                 |
| Phone: 533-3207              | Phone: 915-212-0423          |

| **SOUTHSIDE**                | **COUNTY RUN NUTRITION CENTERS** |
| 600 S. Ochoa                 | **SAN JUAN**                  |
| El Paso, TX. 79901           | 5701 Tamburo                 |
| Phone: 577-9870              | El Paso, TX. 79905           |
|                             | Phone: 212-0486              |

| **GRANDVIEW**                | **POLLY HARRIS (westside)**  |
| 3134 Jefferson               | 650 Wallenberg               |
| El Paso, TX. 79930           | El Paso, TX. 79912           |
| Phone: 566-1217              | Phone: 581-9525              |

| **MEMORIAL CENTER**          | **SAN JUAN**                 |
| 1800 Byron                   | 5701 Tamburo                 |
| El Paso, TX. 79930           | El Paso, TX. 79905           |
| Phone: 562-4260              | Phone: 212-0486              |

| **LA FE NUTRITION CENTER**  | **SAN JUAN**                 |
|                             | 5701 Tamburo                 |
|                             | El Paso, TX. 79905           |
|                             | Phone: 212-0486              |
EL PASO, TX (PROSPECT ST / W YANDELL DR) CRIME

67 Vital Statistics. 2 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

33
(100 is safest)

Safer than 33% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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<th>Crime Rate (per 1,000 residents)</th>
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<tr>
<td>7.09</td>
<td>24.36</td>
<td></td>
<td>31.45</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

18
(100 is safest)

Safer than 18% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>6</td>
<td>22</td>
<td>20</td>
</tr>
</tbody>
</table>

100 is safest

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 141 in Prospect St / W Yandell Dr
1 IN 264 in El Paso
1 IN 243 in Texas
Texas Education Agency
2019 Accountability Ratings Overall Summary
EL PASO H S (071902006) - EL PASO ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>86</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>84</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>52</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>67</td>
<td>92</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>94.1</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>88</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>78</td>
<td>88</td>
<td></td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 72.9%)</td>
<td>60</td>
<td>88</td>
<td></td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>72</td>
<td>81</td>
<td>B</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement
This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

ELA/Reading Earned
Mathematics Earned
Science Earned
Social Studies Earned
Comparative Academic Growth Earned
Postsecondary Readiness Earned
Comparative Closing the Gaps Earned
2020 HTC Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
20190 – Nuestra Senora
Application Deficiency Response 5/29/2020

1. Provide an explanation as to whether or not there are any existing structures on the subject site. The Development Cost Schedule appears to have a Demolition cost.

   The site is currently improved with a vacant commercial building that will be razed to allow for construction of the proposed development.

2. Site Information Form Part III: Review section 2 and confirm whether or not the Seller is affiliated with the Applicant. If this is an Identity of Interest of transaction explain why an Appraisal wasn’t submitted.

   This is not an identity of interest transaction. The site was purchased from a non-related third party entity, ASLM LTD on March 20, 2020. See attached Special Warranty Deed. The ground lease information provided in the application was intended as additional information on how the property was being contributed to the partnership.

3. Identify where or provide an explanation as to where the structured parking costs are documented.

   See attached letter from the General Contractor.
AFTER RECORDING RETURN TO:

Housing Authority of the City of El Paso
5300 E. Paisano
El Paso, Texas 79905
Attn: Gerald W. Cichon

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: March 20, 2020

Grantor: ASLM LTD., a Texas limited partnership, a/k/a ASLM Limited, a Texas limited partnership

Grantor's Mailing Address: 804 Cherry Hill Lane
El Paso, El Paso County, Texas 79912

Grantee: HOUSING AUTHORITY OF THE CITY OF EL PASO,
a Texas municipal housing authority

Grantee’s Mailing Address: 5300 E. Paisano Dr.
El Paso, El Paso County, Texas 79905

Consideration: Ten and 00/100 Dollars ($10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

PARCEL 1:

Lots 7 through 10, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.

PARCEL 2:

Lots 11 and 12, Block 266, CAMPBEL'S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.
PARCEL 3:

Lots 1 through 6, Block 266, CAMPBEL’S ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas.

Exceptions to Conveyance and Warranty: Those set forth in Exhibit A appended hereto and made a part hereof.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ASLM LTD., a Texas limited partnership, a/k/a
ASLM LIMITED, a Texas limited partnership

By: Malooy Corporation, a Texas corporation,
General Partner

By: [Signature]
Name: Susan Daw
Title: Authorized Representative

STATE OF TEXAS )
COUNTY OF EL PASO )

This instrument was acknowledged before me on March 20, 2020, by Susan Daw, Authorized Representative of Malooy Corporation, a Texas corporation, General Partner of ASLM Ltd., a Texas limited partnership, a/k/a ASLM Limited, a Texas limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public
EXHIBIT A

EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive Covenants recorded in/under Clerk’s File No. 20150056941, Real Property Records of El Paso County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years, which Grantee assumes and agrees to pay; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, or both, the payment of which Grantee assumes and agrees to pay, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, TEXAS TAX CODE, or because of improvements not assessed for a previous tax year.

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records.

5. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

6. Ordinance changing the zoning and imposing restrictions recorded under Clerk’s File No. 20150056941, Real Property Records of El Paso County, Texas (Parcel 2 only).
TDHCA Application #20190 Nuestra Senora

Structured Parking Experience

Franklin Construction Limited (FCL) formulated the structured parking pricing from historical proposals that shared commonalities similar to the Nuestra Senora design. These include projects in Mansfield, TX (427 stalls), Dallas, TX (485 stalls), Oklahoma City, OK (365 stalls), and San Antonio, TX (215 stalls).

These proposals were provided by reputable subcontractors with experience extending several decades.

Subcontractors:
- Kent Companies  [https://www.kentcompanies.com/]
- Coreslab Structures  [https://www.coreslab.com/]
- NAPCO Precast  [https://www.napcosa.com/]

With every project, each division has at minimum, three bids obtained to properly qualify and confirm the accuracy of our pricing. In addition to pricing, we also request a schedule of expected completion to ensure the subcontractor’s expectations align with the master construction schedule.

The precast concrete components included in the Nuestra Senora pricing are:
- IT Beams, R Beams
- L Spandrel, R Spandrel
- Flat Slab, H Lite Wall, Flat Slab Wall Panels, Shear Walls
- Columns, Stairs, Natural openings
- All necessary embeds, epoxy, toppings
- Structured Parking foundation

Structured Parking Cost: $1,320,000.00

Throughout the course of construction, the structured parking feature will be overseen by an onsite superintendent experienced in this type of build. To further guarantee the safety and proper engineering of the product, walks are performed with third party consultants and inspectors to satisfy all local, state, and international building code requirements.

Respectfully,

Vice President
Karl K Wanke
20190 Nuestra Senora - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Shannon Roth <shannon.roth@tdhca.state.tx.us>  
To: "tdeloye@hacep.org" <tdeloye@hacep.org>, Lucila Diaz <Lucila@franklindev.net>, Alyssa Carpenter <ajcarpen@gmail.com>

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

Provide an explanation as to whether or not there are any existing structures on the subject site. The Development Cost Schedule appears to have a Demolition cost.

Site Information Form Part III: Review section 2 and confirm whether or not the Seller is affiliated with the Applicant. If this is an Identity of Interest of transaction explain why an Appraisal wasn’t submitted. See below.

<table>
<thead>
<tr>
<th>2. Site Control [10 TAC §11.204(10)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>The current owner of the Development Site is (if scattered site &amp; more than one owner refer to Tab 13):</td>
</tr>
<tr>
<td>ASLM Limited</td>
</tr>
<tr>
<td>Entity Name</td>
</tr>
<tr>
<td>Susan Dau</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>El Paso</td>
</tr>
<tr>
<td>TX</td>
</tr>
<tr>
<td>79112</td>
</tr>
<tr>
<td>4/5/12</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
</tr>
<tr>
<td>Date of Last Sale</td>
</tr>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?</td>
</tr>
<tr>
<td>If “Yes,” please explain: Housing Authority of City of El Paso will purchase the property and lease to EP Nuestra Senora, LP</td>
</tr>
<tr>
<td>If “Yes,” the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable. Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>same owner for the past 36 months</td>
</tr>
<tr>
<td>Relationship:</td>
</tr>
</tbody>
</table>

Identify where or provide an explanation as to where the structured parking costs are documented.

The above list may not include all Administrative Deficiencies such as those that may be identified upon an MFA.
The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department's Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 4, 2020. Please respond to this email as confirmation of receipt.**

Thanks.

Shannon Roth
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 4, 2020.**

**Please respond to this email as confirmation of receipt.**
About TDHCA

The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Nuestra Senora, TDHCA Number: 20190

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
### Page 2 of Final Scoring Notice: 20190, Nuestra Señora

#### Section 1:

Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 118  
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 118  
Difference between Requested and Awarded: 0

#### Section 2:

| Points Awarded for §11.9(c)(8) Readiness to Proceed: | 0 |
| Points Awarded for §11.9(d)(1) Local Government Support: | 17 |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation: | 4 |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8 |
| Points Awarded for §11.9(d)(6) Input from Community Organizations: | 4 |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: | 7 |

#### Section 3:

Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

#### Section 4:

Final Score Awarded to Application by Department staff (Including all points): 158

#### Section 5:

Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:  
NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Tuesday, July 14, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble  
Sharon D. Gamble  
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf