NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
2018 HTC
Full Application

Part 1 Tab 1

Application Certification
The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, 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 §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with 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.
**Required for Tax Exempt Bond Developments only**

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form  
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941  
Physical Address: 221 East 11th Street, Austin, TX 78701

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>NA</th>
</tr>
</thead>
</table>

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing terms sheets) subsequent to submission may delay completion of Department staff’s review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

I request to be on the Board agenda selected below and pursuant to §10.201(2)(B) of the Uniform Multifamily Rules I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
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<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<td>July 27, 2018</td>
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<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 2018</td>
</tr>
</tbody>
</table>

☐ An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
2018 HTC Full Application

Part 1 Tab 2

Certification of Development Owner
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):

- §10.101(a)(2) - Undesirable Site Features
- §10.101(a)(3) - Undesirable Neighborhood Characteristics
- §10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- §10.901(17) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
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 §10.3 of the Uniform Multifamily Rules.

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. 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 §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance 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 each and all 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 tenants of the Development, including enforcement by administrative penalties for failure to perform, 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 that may affect the Applicant’s competitive posture, an Applicant must disclose that in accordance with the Department’s rules the aspects of the Development 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) 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 §10.404 of the Uniform Multifamily Rules, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in Chapter 10, Subchapter F.

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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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 §10.101(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 an 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 §10.901(17) of the Uniform Multifamily Rules.

___x__ The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules 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 §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

___x__ The Applicant certifies that no disclosure regarding §10.202(1)(M) of the Uniform Multifamily Rules is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (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, subject to more stringent 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 one-hundred 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 §10.101(a)(2) of the Uniform Multifamily Rules.

- 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 §10.101(a)(2) of the Uniform Multifamily Rules.

- The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the QAP, 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 regulates 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.

**Undesirable Neighborhood Characteristics (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 undesirable neighborhood characteristics described in §10.101(a)(3) of the Uniform Multifamily Rules and that no disclosure is necessary;

- The Development Owner certifies that the Development is located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics 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 within 1,000 feet of any census tract 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 §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

_____ is located in the attendance zones of an elementary, middle, or high school that does not have a 2017 Met Standard rating by the Texas Education Agency, unless the Development Site is subject to an Elderly Limitation.

The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (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 tenant 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 §10.101(b)(6)(A) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, 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 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 C.F.R §983.57(e).

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) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified 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 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. 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.
THE STATE OF Wisconsin §
COUNTY OF Fond du Lac §

Before me, a notary public, on this day personally appeared Louie A. Lange III, 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 21st day of February, 2018
The Applicant Eligibility Certification(s) is included behind this tab.

§10.202 of the Uniform Multifamily Rules 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.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.
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 §10.3 of the Uniform Multifamily Rules.

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 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 Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov’t Code, 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.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD's System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has 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 fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, 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.

Neither Applicant nor any other member of the Development Team has 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.

Neither Applicant nor any other member of the Development Team has misrepresented 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.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is 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.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the timeframe provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation 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 10.

Neither Applicant nor any other 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, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development Team has 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 nor any other 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 §10.202(2)(A) of the Uniform Multifamily Rules.

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 §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, 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 relating to the Housing Tax Credit Program; 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 for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, 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, 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.
2018 Applicant Eligibility Certification

By: __________________________
Signature of Authorized Representative

Louie A. Lange III

Printed Name

Member

Title

2/21/18

Date

THE STATE OF Wisconsin

COUNTY OF Fond du Lac

Before me, a notary public, on this day personally appeared
Louie A. Lange III, 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 21st day of February, 2018

[Notary Public Signature]

Page 6 of 6
2018 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
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>
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</thead>
<tbody>
<tr>
<td>Name: Craig Alter</td>
<td>Phone: (512) 956-5432</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:c.alter@commonwealthco.net">c.alter@commonwealthco.net</a></td>
<td>Office: (512) 956-5432</td>
<td>Extension NA</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 11612 Bee Cave Road, Bldg. 2, Suite 152</td>
<td>Mobile: (512) 789-1295</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>City: Austin</td>
<td>TX: 78738</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State: TX</td>
<td>Zip: 78738</td>
<td></td>
</tr>
</tbody>
</table>

| 2. Second Contact                         |                                      |                                      |                                      |
|-------------------------------------------|--------------------------------------|--------------------------------------|                                      |
| Name: Alyssa Carpenter                    | Phone: (512) 789-1295                | NA                                   |
| Email: ajcarpen@gmail.com                 | Office: (512) 789-1295               | Extension NA                         |
| Mailing Address: 1305 E 6th, Ste 12       | Mobile: (512) 789-1295               |                                      |
| Street                                    | City: Austin                         | TX: 78702                            |
| City                                      | State: TX                            | Zip: 78702                           |

| 3. Consultant Contact (if applicable)     |                                      |                                      |                                      |
|-------------------------------------------|--------------------------------------|--------------------------------------|                                      |
| Name: Alyssa Carpenter                    | Phone: (512) 789-1295                | NA                                   |
| Email: ajcarpen@gmail.com                 | Office: (512) 789-1295               | Extension NA                         |
| Mailing Address: 1305 E 6th, Ste 12       | Mobile: (512) 789-1295               |                                      |
| Street                                    | City: Austin                         | TX: 78702                            |
| City                                      | State: TX                            | Zip: 78702                           |
**Competitive Housing Tax Credit Selection Self-Score**

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. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### 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>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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**High Quality Housing Total**: 16

### 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 Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
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<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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</table>

**Serve and Support Texans Most In Need Total**: 49

### 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>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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</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>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</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>2</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>
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</tr>
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</table>

**Efficient Use of Limited Resources and Applicant Accountability Total**: 42

### Point Deductions

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

**Total Application Self Score**: 108
Site Information Form Part I

Self Score Total: 108

1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>NWC of SE Ave E and SE Mustang Dr</th>
<th>Andrews</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Andrews</td>
</tr>
<tr>
<td>Region 12</td>
<td>Rural</td>
</tr>
<tr>
<td>Zip 79714</td>
<td>Rural/Urban</td>
</tr>
</tbody>
</table>

2. Census Tract Information (All Programs)

| Census Tract Number 48003950300 | No | Median Household Income: 59063.00 | Quartile: 2q | Poverty Rate: 16.5 |

- The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

3. Resolutions (All Programs, if applicable) - §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 located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))

- **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. (QAP §11.3(e))

4. Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)] (All Programs)

- **X** Development Site is appropriately zoned?
- Zoning Designation: **SF**
- Flood Zone Designation: **SF**
- Entire Development Site is outside the 100 year floodplain. **Yes**

5. School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)] (All Programs)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearfork Elem</td>
<td>K through 1</td>
<td>Yes 2015, Yes 2016, Yes 2017</td>
</tr>
<tr>
<td>Devonian Elem</td>
<td>2 through 3</td>
<td>Yes 2015, Yes 2016, Yes 2017</td>
</tr>
<tr>
<td>Underwood Elem</td>
<td>4 through 5</td>
<td>Yes 2015, Yes 2016, Yes 2017</td>
</tr>
<tr>
<td>Andrews Middle</td>
<td>6 through 8</td>
<td>Yes 2015, Yes 2016, Yes 2017</td>
</tr>
<tr>
<td>Andrews High</td>
<td>9 through 12</td>
<td>Yes 2015, Yes 2016, Yes 2017</td>
</tr>
</tbody>
</table>

- **X** School district has no attendance zones and the closest schools are listed.
- **X** The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.
2018 HTC
Full Application

Part 2 Tab 8

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

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
- Twice the State Average of Units Per Capita
  Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household
  Resolution
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school;
  - UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

*SDDA designation for split ZCTAs is not shown on map. Please refer to the Metro SDDA designation list to determine designation status (DDA2018M.pdf).
2018 HTC
Full Application

Part 2 Tab 8

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

NA
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 14, 2018

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Zoning Change Application for Site of Proposed Avenue Commons Apartments Development

To Whom It May Concern:

The above-mentioned development, to be developed by Avenue Commons Apartments, LLC is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Avenue Commons apartment development located at the NW corner of SE Mustang Drive and SE Avenue E, Andrews, TX.

The City of Andrews has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Avenue Commons apartment development is denied.

Sincerely,

Scott Wallace
Assistant City Manager
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
ANDREWS INDEPENDENT SCHOOL DISTRICT

405 NW 3RD ST
ANDREWS, TX 79714

432-523-3648

Notice of Non-discrimination and Abuse

Andrews ISD provides equal opportunity to all employees, students, applicants for employment or admission, and the public regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity. Andrews ISD will promptly investigate all complaints of illegal discrimination, sexual harassment, and related retaliation in accordance with applicable federal and state laws.
Accountability Rating

Met Standard

This campus is paired with DEVONIAN EL (002901101)

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in ELA/Reading: NOT ELIGIBLE
- Academic Achievement in Mathematics: NOT ELIGIBLE
- Academic Achievement in Science: NOT ELIGIBLE
- Academic Achievement in Social Studies: NOT ELIGIBLE
- Top 25 Percent Student Progress: NOT ELIGIBLE
- Top 25 Percent Closing Performance Gaps: NOT ELIGIBLE
- Postsecondary Readiness: NOT ELIGIBLE

Campus Demographics

- Campus Type: Elementary
- Campus Size: 741 Students
- Grade Span: EE - 01
- Percent Economically Disadvantaged: 51.6
- Percent English Language Learners: 18.4
- Mobility Rate: 15.2
- Percent Served by Special Education: 4.2
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
</tr>
<tr>
<td>Participation Rates</td>
</tr>
<tr>
<td>Graduation Rates</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>397</td>
<td>560</td>
<td>71</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>449</td>
<td>600</td>
<td>75</td>
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<tr>
<td>3 - Closing Performance Gaps</td>
<td>336</td>
<td>800</td>
<td>42</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>32.0</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting  Page 1 August 15, 2017
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

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<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,138</td>
<td>1,854</td>
<td>61</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>445</td>
<td>1,200</td>
<td>37</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>481</td>
<td>1,600</td>
<td>30</td>
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<tr>
<td>4 - Postsecondary Readiness</td>
<td>32.7</td>
<td>N/A</td>
<td>33</td>
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</table>

Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NOT ELIGIBLE

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: Elementary
Campus Size: 652 Students
Grade Span: 04 - 05
Percent Economically Disadvantaged: 44.8
Percent English Language Learners: 11.0
Mobility Rate: 10.8
Percent Served by Special Education: 8.7
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

Performance Rates: 8 out of 24 = 33%
Participation Rates: 12 out of 12 = 100%
Graduation Rates: N/A

Total: 20 out of 36 = 56%

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating
Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,822</td>
<td>2,643</td>
<td>69</td>
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<tr>
<td>2 - Student Progress</td>
<td>426</td>
<td>1,200</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>692</td>
<td>2,000</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 35.3</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</td>
</tr>
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Distinction Designation

<table>
<thead>
<tr>
<th>Academic Achievement in ELA/Reading</th>
<th>NO DISTINCTION EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Achievement in Mathematics</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Science</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Social Studies</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Top 25 Percent Student Progress</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Top 25 Percent Closing Performance Gaps</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>NO DISTINCTION EARNED</td>
</tr>
</tbody>
</table>

Campus Demographics

<table>
<thead>
<tr>
<th>Campus Type</th>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Size</td>
<td>923 Students</td>
</tr>
<tr>
<td>Grade Span</td>
<td>06 - 08</td>
</tr>
<tr>
<td>Percent Economically Disadvantaged</td>
<td>41.7</td>
</tr>
<tr>
<td>Percent English Language Learners</td>
<td>9.9</td>
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<tr>
<td>Mobility Rate</td>
<td>11.0</td>
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<tr>
<td>Percent Served by Special Education</td>
<td>9.4</td>
</tr>
<tr>
<td>Percent Enrolled in an Early College High School Program</td>
<td>0.0</td>
</tr>
</tbody>
</table>

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
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<tbody>
<tr>
<td>Performance Rates</td>
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<tr>
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</tr>
<tr>
<td>Graduation Rates</td>
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</tr>
</tbody>
</table>

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Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

![Performance Index Report Graph]

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,356</td>
<td>1,768</td>
<td>77</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>286</td>
<td>1,000</td>
<td>29</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>694</td>
<td>1,600</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>14.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>24.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>23.2</td>
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</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>22.1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 15 out of 23 = 65%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: 4 out of 4 = 100%
- Total: 31 out of 39 = 79%

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

Campus Demographics

- Campus Type: High School
- Campus Size: 995 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 33.9
- Percent English Language Learners: 5.7
- Mobility Rate: 15.1
- Percent Served by Special Education: 6.3
- Percent Enrolled in an Early College High School Program: 0.0

Distinction Designation

- Academic Achievement in ELA/Reading: NO DISTINCTION EARNED
- Academic Achievement in Mathematics: DISTINCTION EARNED
- Academic Achievement in Science: NO DISTINCTION EARNED
- Academic Achievement in Social Studies: NO DISTINCTION EARNED
- Top 25 Percent Student Progress: NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: NO DISTINCTION EARNED
- Postsecondary Readiness: DISTINCTION EARNED
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Bond Application
No Objection Resolution

NA
2018 HTC
Full Application

Part 2 Tab 9

Site Information Form
Part II
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

- 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.
  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 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.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
</tr>
</thead>
</table>

- 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.

<table>
<thead>
<tr>
<th>full service grocery store (4 miles)</th>
<th>indoor recreation facility available to public (3 miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>pharmacy (4 miles)</td>
<td>outdoor recreation facility available to public (3 miles)</td>
</tr>
<tr>
<td>health-related facility (4 miles)</td>
<td>community, civic or service organization (3 miles)</td>
</tr>
<tr>
<td>licensed center serving children (4 miles)</td>
<td>delivered meals service</td>
</tr>
<tr>
<td>public library (4 miles)</td>
<td></td>
</tr>
<tr>
<td>university or community college (15 miles)</td>
<td></td>
</tr>
</tbody>
</table>

- 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.

- 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: 7

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **§11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)**

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 *(Note: Not eligible if application qualifies for Opportunity Index points)*;
- Entirely within the boundaries of an Economically Distressed Area *(Note: Not eligible if application qualifies for Opportunity Index points)*;
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- 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 a 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 150,000 or more, and will not apply in the At-Risk Set-Aside.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Application is seeking points for Underserved Area.  Total Points Claimed: 3

3. **§11.9(c)(7) - Proximity to the Urban Core (Competitive HTC Applications Only)**

NA  Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.

AND

- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building.

OR

- Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Application is seeking points for Proximity to the Urban Core.  Total Points Claimed: 0

4. **§11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)**

Region: 12  Rural

NA  Development is in an Urban Area.

Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.

Plan is current at the time of Application and officially continues for a minimum of three years thereafter.

Plan has been adopted by the municipality or county and resolution or certification is attached.

Letter from appropriate local official, target area map, and supporting documentation are provided.

Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.

Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.

No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

- Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.
- 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.
- 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.

OR
Development is in a Rural Area. Rehabilitation Demolition/Reconstruction

Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA);

AND

Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG;

AND, if applicable,

demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.

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; letter from Governing Body stating such is provided behind this tab.

No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

Application is seeking points for Concerted Revitalization. Total Points Claimed: 0

5. §11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)

NA Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).

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

6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)

NA Application meets all of the following requirements:

Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year preceding the Full Application Delivery Date.

Application includes evidence that the Applicant will close all financing on or before October 31, 2018.

Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.

Application includes evidence that appropriate zoning will be in place at award.

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.

Application is seeking points for Readiness to Proceed. Total Points Claimed: 0
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for
Site Information Form Part II
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>boundaries; and contiguous census tract with evidence of no physical barriers</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>between the tracts</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Distances are measured from the nearest boundary of the Development Site</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>to the nearest boundary of the property or easement containing the facility</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>unless otherwise noted. All measurements include ingress/egress and any</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>easements</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>For each amenity, supporting documentation to evidence how the amenity meets</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>each requirement for the amenity</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>age groups</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>(<a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacility">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacility</a></td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>SearchDayCare.asp)</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>NA</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Crime rate information for census tract from Neighborhood Scout or local</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>data source dated after October 1, 2017, including the computation used to</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>determine the crime rate</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>(<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Print-out from THECB website confirming accreditation of university or</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>community college</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Evidence of regular and recurring substantive services provided by</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>community, civic or service organization, as applicable</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Evidence amenity is operational or has started site work (for instance:</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>website postings, news paper ads, etc.); evidence of costs or membership</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>fees, age restrictions, as applicable</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>For Colonia:</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>n/a Evidence from Attorney General of Colonia boundaries; and</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>n/a Letter from the appropriate local government official or other evidence</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>that the colonia lacks infrastructure and the Development will enable the</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>current dwellings to connect to such infrastructure; and</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>n/a Map showing development site boundaries, relative to Colonia boundaries</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>and distance from Rio Grande river border.</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>For Economically Distressed Areas:</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>n/a A letter or correspondence from Texas Water Development Board</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>indicating the boundaries of the EDA; and</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td><a href="https://www.twdb.texas.gov/financial/programs/EDAP/index.asp">https://www.twdb.texas.gov/financial/programs/EDAP/index.asp</a></td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>n/a Map showing development site boundaries, relative to EDA boundaries.</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>For other items:</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Development must be awarded 2002 or earlier for 15-year threshold and</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>1987 or earlier for 30-year threshold. The Site Demographic Characteristics</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Report is posted on the Department's website at</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td><a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>boundaries</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Map with census tract boundaries indicated, relative to boundaries of</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>incorporated area, if applicable</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>NA Map with all contiguous census tracts, if applicable</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>Map with the appropriate radius, City Hall location, and evidence of</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>meetings regularly scheduled for City Council, City Commission, or similar</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
<tr>
<td>governing body.</td>
<td><img src="image.png" alt="Map" /></td>
</tr>
</tbody>
</table>

Supporting Documentation for the Site Information Form Part II

For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity.

Print-out from DFPS website confirming daycare licensed to serve relevant age groups (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)

NA Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate (https://www.neighborhoodscout.com)

Print-out from THECB website confirming accreditation of university or community college http://www.txhighereddata.org/Interactive/Institutions.cfm

Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable

Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

For Colonia:
- Evidence from Attorney General of Colonia boundaries; and
  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.

For Economically Distressed Areas:
- A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
- Map showing development site boundaries, relative to EDA boundaries.

For other items:
Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department's website at 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

Proximity to Urban Core (Competitive HTC Only)

Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

Urban:
- Copy of the plan, or link to electronic copy. Plan must document that paragraphs (A)(I)(V) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding

For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Rural:
- Current rent roll
- Evidence Development constructed 25 or more years prior to application (1992 or earlier)
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG

Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.

- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.

- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Declared Disaster Area:
- The county in which the Development Site is located is listed on the 2018 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 the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed

- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).

- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).

  Application includes evidence that appropriate zoning will be in place at award.

  Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.

  Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:

  - Loan or equity commitments with evidence of completed due diligence

  - Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider

  - Documentation from lender of the lenders’ critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.

  - Evidence from lender that the lenders’ third party reports have been ordered
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
<table>
<thead>
<tr>
<th>Service</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porters Supermarket</td>
<td>1201 N. Main St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Kiddie Kollege Learning Center</td>
<td>1309 N. Main St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Neighborhood Pharmacy</td>
<td>801 N. Main St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Andrews County Library</td>
<td>109 NW 1st St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Odessa College at Andrews</td>
<td>201 NW Ave. D</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Permian Regional Medical Center ER</td>
<td>720 Hospital Dr.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>301 E. Broadway</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Second Baptist Church</td>
<td>107 NW 7th St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Carter Park</td>
<td>SW Ave. D</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Lakeside Park</td>
<td>305 NW 7th St.</td>
<td>Andrews</td>
<td>TX</td>
<td>79714</td>
</tr>
<tr>
<td>Andrews Senior Citizen Center MOW</td>
<td>Services Andrews, TX</td>
<td>Andrews, TX</td>
<td>79714</td>
<td></td>
</tr>
</tbody>
</table>
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
Census Tract 48003950300 has a median household income within the two highest quartiles of region with a poverty percentage of less than 20%.

<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>Income Q1 Median</th>
<th>Income Q2 Median</th>
<th>Income Q3 Median</th>
<th>Income Q4 Median</th>
<th>Quarterly Median Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>4957</td>
<td>11</td>
<td>Zavala</td>
<td>48507</td>
<td>34.6</td>
<td>19323</td>
<td>24449</td>
<td>31155.5</td>
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<tr>
<td>4958</td>
<td>11</td>
<td>Zavala</td>
<td>48507</td>
<td>34.6</td>
<td>28519</td>
<td>32819</td>
<td>40744.2</td>
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<tr>
<td>4959</td>
<td>12</td>
<td>Andrews</td>
<td>48003</td>
<td>3.9</td>
<td>12.85</td>
<td>OK</td>
<td>12.85</td>
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<tr>
<td>4960</td>
<td>12</td>
<td>Andrews</td>
<td>48003</td>
<td>13.3</td>
<td>12.85</td>
<td>OK</td>
<td>12.85</td>
</tr>
<tr>
<td>4961</td>
<td>12</td>
<td>Andrews</td>
<td>48003</td>
<td>16.5</td>
<td>12.85</td>
<td>OK</td>
<td>12.85</td>
</tr>
<tr>
<td>4962</td>
<td>12</td>
<td>Andrews</td>
<td>48003</td>
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<tr>
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<td>12.85</td>
<td>OK</td>
<td>12.85</td>
</tr>
</tbody>
</table>
Find Your Store

Search by City and State:

Search by Zip Code:

Zip Code:

Within 5 Miles

Search

Porter's

Address: 1201 N. Main
Andrews, TX 79714

Phone: (432) 529-9023

Store Hours: M-SU - 7:00 AM - 10:00 PM

Weekly Ad  Directions

Porter's

1201 N. Main
Andrews, TX 79714

Phone: (432) 529-9023

Store Hours: M-SU - 7:00 AM - 10:00 PM

Weekly Ad  Directions

Locations

Showing 1

Weekly Ad  Store Info  Directions
NEIGHBORHOOD PHARMACY

License Information
License Status: Active
License #: 27994
Expiration Date: 04/30/2018
Date License Issued: 04/11/2012

Address
801 N MAIN ST STE F
ANDREWS, TX 79774
County: ANDREWS
Phone: (432) 523-7000

Pharmacy Details
Prior Disciplinary Orders: No
Class of Pharmacy: Community Pharmacy
Type of Ownership: LLC
Type of Pharmacy: Community Independent
# of Hospital beds

Employment Information
Pharmacist in Charge
PATEL, SANKET

Pharmacy Profile
Accessible to disabled persons: Yes
Participates in the Texas Medicaid program: Yes
Translating services (Listed Below if Available)
Spanish

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
No Compounding Non-Sterile
No 24 Hour Service
No Closed Door
No Compounding, Office Use
Yes Home Delivery
No Infusion
Yes Pharmacist Administered Immunizations
No Veterinary Prescriptions

<table>
<thead>
<tr>
<th>Texas Pharmacist Employment Information</th>
<th>License #</th>
<th>Regstr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
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<tbody>
<tr>
<td>DARUI, HIREN S.</td>
<td>48334</td>
<td>02/17/2010</td>
<td>02/20/2018</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>PATEL, VATSAL</td>
<td>54939</td>
<td>07/10/2014</td>
<td>07/31/2018</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>PATEL, SANKET</td>
<td>42748</td>
<td>04/17/2014</td>
<td>04/30/2018</td>
<td>Staff</td>
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## Operation Details

You may click on the question mark image (?) to view the [Frequently Asked Questions (FAQ)](#) page.

<table>
<thead>
<tr>
<th><strong>Operation Number:</strong></th>
<th>1321187</th>
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</thead>
<tbody>
<tr>
<td><strong>Operation Type:</strong></td>
<td>Licensed Center</td>
</tr>
<tr>
<td><strong>Program Provided:</strong></td>
<td>Child Care Program</td>
</tr>
<tr>
<td><strong>Operation/Caregiver Name:</strong></td>
<td>Kiddie Kollege Learning Center</td>
</tr>
</tbody>
</table>
| **Location Address:** | 1309 N MAIN ST
ANDREWS, TX 79714 |
| **Mailing Address:** | 1309 N MAIN ST
ANDREWS, TX 79714 |
| **Phone Number:** | 432-524-7772 |
| **County:** | ANDREWS |
| **Website Address:** |  |
| **Email Address:** |  |
| **Administrator/Director Name:** | Elsie Moralez |
| **Type of Issuance:** | Full Permit |
| **Issuance Date:** | 11/7/2011 |
| **Conditions on Permit:** | Yes |
| **Accepts Child-Care Subsidies:** | Yes |
| **Hours of Operation:** | 06:30 AM-05:30 PM |
| **Days of Operation:** | Monday - Friday |
| **Total Capacity:** | 138 |
| **Licensed to Serve Ages:** | Infant, Toddler, Pre-Kindergarten, School |
| **Total Capacity:** | 138 |
| **Number Of Admin Penalties:** | 0 |
| **Corrective Action:** | No |
| **Adverse Action:** | No |
| **Temporarily Closed:** | No |
Two 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 two years, Licensing conducted the following:
  
  - 21 - Inspections
  - 0 - Assessments
  - 7 - Self Reported Incidents
  - 0 - 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 two year history.

Two Year Compliance Summary

- During the last two years, 1756 standards were evaluated for compliance at this operation.

- Of the standards evaluated 7 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 two years are as follows:
  
  4 were weighted as High
  2 were weighted as Medium - High
  1 was 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.
<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
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<tr>
<td>ALCANTAR, LUZ MARINA</td>
<td>115152</td>
<td>05/01/2004</td>
<td>09/30/2019</td>
<td>Staff</td>
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<tr>
<td>ARANDA, ANNA MARIE</td>
<td>228032</td>
<td>02/20/2014</td>
<td>09/30/2019</td>
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<td>BALDERRAMA, JESSICA</td>
<td>269097</td>
<td>04/12/2017</td>
<td>04/30/2019</td>
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<td>GOMEZ, MARTHA</td>
<td>130059</td>
<td>11/12/2009</td>
<td>02/28/2018</td>
<td>Staff</td>
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<tr>
<td>MADRID, CESAR AUDEN</td>
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<td>01/06/2015</td>
<td>01/31/2017</td>
<td>Staff</td>
<td>Expired</td>
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<tr>
<td>MAHOLLY JR, JESUS</td>
<td>232305</td>
<td>09/12/2013</td>
<td>09/30/2019</td>
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<td>Active</td>
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<tr>
<td>MURRY, APRIL ELIZABETH</td>
<td>127875</td>
<td>05/02/2005</td>
<td>02/28/2019</td>
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<tr>
<td>RICH, VICKIE RENEE</td>
<td>206330</td>
<td>03/07/2012</td>
<td>10/31/2018</td>
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<td>SANTANA, SELENA ANNE</td>
<td>106552</td>
<td>06/28/2004</td>
<td>01/31/2018</td>
<td>Staff</td>
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<tr>
<td>TORRES, KADEE N</td>
<td>256025</td>
<td>05/23/2016</td>
<td>05/31/2018</td>
<td>Staff</td>
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<td>WHITE, JAZMINE</td>
<td>245009</td>
<td>07/02/2015</td>
<td>09/30/2019</td>
<td>Staff</td>
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</tbody>
</table>

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.
Our Services

- Family Birthplace
- Emergency Care
- Home Health
- Hospice
- Intermediate Care
- Laboratory
- Medical Surgical Unit
- Permian Place
- Permian Residential Care Center
- Pharmacy
- Physical Therapy
- Pulmonary Rehabilitation
- Radiology
- Respiratory Care
- Surgery

If you have any more questions about the services we render here at Permian Regional Medical Center, please, contact us here.
Search Health Information

Search our FastHealth page for all your basic needs and healthcare information to keep your family healthy.

Online Health Dictionary
General Health Center
FastNurse™ Coordinator
Top Health Conditions

Permian Regional Medical Center is an Equal Opportunity Employer
It is the policy of Permian Regional Medical Center to provide equal opportunity to persons regardless of race, religion, age, gender, disability or any other classification in accordance with federal, state and local statutes, regulations and ordinances.
Library Information

About Andrews County Library

Library Cards
Lending Policy
Internet & Computer Usage
Databases and Resources
Available Services
Additional Policies
Book Sales
Library Holiday Closings
For Visitors
Location & Hours
Staff
Recommend a Volunteer

Hours of Operation

Fall/Winter Hours

Monday 9:00 AM - 7:00 PM
Tuesday 9:00 AM - 7:00 PM
Wednesday 9:00 AM - 6:00 PM
Thursday 9:00 AM - 7:00 PM
Friday 9:00 AM - 6:00 PM
Saturday 10:00 AM - 1:00 PM
Sunday - Closed

Summer Hours

Monday 9:00 AM - 6:00 PM
Tuesday 9:00 AM - 6:00 PM
Wednesday 9:00 AM - 6:00 PM
Thursday 9:00 AM - 6:00 PM
Friday 9:00 AM - 6:00 PM
Saturday - Closed
Sunday - Closed

See our Address and Location on our contact page, Click Here!
Library Information

Services Available

Children's Programs: include a wide variety of programs such as weekly story time, arts & crafts, and other special programs.

Computer Services: including Internet, online databases, and Microsoft Office Suite software is available.

Interlibrary Loan Service: is a division of the West Texas Library System. Materials not located in the Andrews County Library may be requested through Interlibrary Loan. Contact the library for details.

Local History/Genealogy: is available and contains materials in three collections: local history, Texas History, and genealogy. Material in these collections must be used in the library.

Meeting/Study Rooms: are available. Contact the library for details.

Accessible Resources: include equipment and software for use by patrons with disabilities.

Laminating: sizes available range from business card size to 25" x 37" (with or without foam board backing).

Die Cut Equipment: dies available are the alphabet, numbers, several bookmarks, picture frames, the state of Texas, and other. The user must provide the paper.

Overhead/Video Projectors: these are available and have a 3-day checkout period.

Test Proctoring: there are several qualified staff members to proctor tests for anyone that requires a proctor and a place to take the test. An appointment must be made in order to ensure the proctor is available.

Copiers: the library has a copier that produces Black & White or Color copies, as well as transparencies for the overhead projectors. Prices are posted for all copying and printing projects.
Parks and Recreation

In 2005, the City received a grant from Texas Parks and Wildlife Department allowing construction of a bird viewing area. In addition, a separate Wetland park, which includes a walking track and playground equipment, located on the northeast side of town at NE Mustang Dr just south of NE Ave K.


Carter Park, located on the southwest side of town is owned and maintained by the city and includes playground equipment and a walking trail.

Kids Kingdom playground is centrally located on the west side of Lakeside Park in the northwest side of town. In addition, Andrews residents can also enjoy several other parks owned and maintained by Andrews County.

ANDREWS SPLASH PARK - 2017 SEASON

Hours of Operation: | Closed on Monday
---|---
Tuesday - Saturday | 1:00 p.m. to 6:00 p.m.
Sunday | 1:00 p.m. to 5:00 p.m.

Admission:
- Adults: $2.00
- Under 12 years of age: $1.00

KIDDIE HOURS
3RD GRADE AND UNDER ONLY
(MUST BE ACCOMPANIED BY AN ADULT)

Tuesday - Friday
SEASON PASSES
$20.00/child under 12 $40.00/persons 13 and older. Replacement cards will cost $5.00 each.
You can purchase your season pass from 4:00 - 4:30, Monday - Friday. Passes will include a picture so please be sure and bring your children.

POOL PARTIES
The pool can be reserved for private parties in the evenings beginning on Sunday, May 20th. Last day for pool party is Saturday, August 18th. Reservations are accepted beginning April 7th. Once the pool opens, reservations are made at the pool.

No pool parties can be reserved on May 20th, May 29th, June 19th, June 30th, July 4th, July 17th, Aug. 7th, August 12th and August 17th. Last Day to have a pool party is August 18th. Pool closes for the season on August 13th.

FYI: A $7.50 FEE WILL BE CHARGED IF YOU CHOOSE TO PAY WITH A CREDIT CARD.

CHANGE TO POOL PARTY RESERVATIONS!
Solo Pool Parties will be held on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday evening.
Cost is $250.00

Split Night Parties will be held on Sunday evenings.
Cost if $150.00

A total of two (2) parties will be booked at the same time; first to book gets the choice of the grill area.
All rates are based on a total of 50 swimmers. $2.00 for each additional swimmer.

Pool grounds feature a covered picnic area with tables and gas BBQ grill, toddler splash pool, splash and play area, diving board, large three-tubed slide, several shaded structures, a snack bar, showers and restrooms. You are allowed to bring in your own food and drinks, birthday cake, etc. NO GLASS CONTAINERS.

POOL RULES:

- Swim ONLY when LIFEGUARD is on duty.
- Obey Lifeguard's Instructions at all times.
- U.S. Coast Guard Approved Life Jackets Only. Parent or guardian must be within arm's reach at all times.
- Children under the age of 8 MUST have parent or guardian present at all times.
- Swimsuits must be Worn.
- Only White T-Shirts allowed.

NO RUNNING, PUSHING OR HORSEPLAY DUNKING OR GETTING ON SHOULDERS DIVING FROM POOL SIDE SPITTING WATER SITTING OR STANDING ON SAFETY ROPE GLASS CONTAINERS

NO SMOKING, DIPPING OR VAPEING (Cigars, Pipes, Cigarettes, Dip, Snuff, Chewing Tobacco, E-Cigarettes or any other article resembling these products is prohibited.

IF YOU ARE CAUGHT USING THESE PRODUCTS, YOU COULD BE BANNED FROM THE PREMISES
Contact Information:
Scott Wallace
Director of Community Services
432-523-4820
swallace@cityofandrews.org

Call us today: 432-523-4820          111 Logsdon Andrews, Texas 79714

Powered By Revize       Login       © 2017 Andrews, Texas
Welcome to Waymarking.com!

We hope you've been able to find what you are looking for. We would also like to encourage you to take some time to browse some of the other aspects of our site. We recommend viewing our featured waymarks, or perhaps the newest waymarks. You can also create a free membership to track your progress online and share your locations with others.

[Click here to view the complete waymark directory]

---

Lakeside Park - Andrews, TX

in Municipal Parks and Plazas

Posted by: WalksfarTX

N 32° 19.253 W 102° 33.358
135 E 730073 N 3578628

Quick Description: City park that takes up 3 city blocks on the north side of Andrews. Has a duck pond with a waterfall and is circled by a walking path.

Location: Texas, United States
Date Posted: 4/8/2016 9:04:19 AM
Waymark Code: WMQWZD
Published By: DougK
Views: 0

Download this waymark:
- GPX File
- LOC File
- KML File (Google Earth)

Long Description:
A community park with softball fields. It has outdoor grills and picnic tables, playgrounds, and small lake with an island and fountains spraying water. You can take a brisk walk around a park on paved trail or try your hand at fishing.

Name: Lakeside Park
Street Location: 503 NW 8th Street
Local Municipality: Andrews
State/Province, etc.: TX
Country: USA
Web Site: [Web Link]
Date Established: 2005
Picnic Facilities: Four Picnic Tables with BBQ pits
Recreational Facilities:
Huge lumber play ground with multi levels, walking trail around lake, 4 softball fields, and a skatepark.
Fountains: Two spray fountains in the pond.
Ponds/Lakes/Streams/Rivers/Beach: Duck Pond
Traditional Geocaches:
None
Memorial/Commemoration: Not listed
Monuments/Statues: Not listed
Art (murals/sculpture, etc.): Not listed
Special Events: Not listed

Visit Instructions:
One photo of the park that is a different view from the one on the page, and give the date and description your visit.

Add any additional information that you may have about this park. A GPSr photo is NOT required.

Search for...
Geocaching.com Google Map  Nearest Waymarks
Google Maps  Nearest Municipal Parks and Plazas
ManQuest  Nearest Geocaches
Bing Maps  Nearest Benchmarks
Trails.com Maps  Nearest Hotels
Create a scavenger hunt using this waymark as the center point

Recent Visits/Logs:
There are no logs for this waymark yet.
Weekly Schedule

SUNDAYS
Sunday School - 9:15am
Worship Services - 10:30am & 5:00pm

WEDNESDAYS
Family Meal - 5:00pm
Adult Bible Studies & Children’s Choir - 6:00pm
Summit Youth Bible Study - 7:00pm

Location - Main Building

First Baptist Church is located in the heart of Andrews, TX on NE 2nd Street just off of East Broadway St. From Broadway you can see our Main Church Building.

201 NE 2nd St, Andrews, TX. 79714
Office Hours
Monday-Thursday  8:30am to 5:00pm
   (closed for lunch from Noon-1:00pm)
Friday   8:30am to Noon

Contact Us
Phone  432-523-9390
Fax    432-523-7729
Mail   First Baptist Church
       301 E Broadway St
       Andrews, TX 79714

Location - Church Office
The Church Office is facing E Broadway St, located on the opposite side of NE 2nd St.

301 E Broadway St, Andrews, TX 79714
Campus Map

Find out where to go at FBC by clicking on our Campus Map.
Adult Ministry

God has designed each person to grow within an authentic and caring community. At First Baptist Church, it is our goal to point people to the hope and healing power of Jesus Christ and help them to mature in their relationship with God. We accomplish this through our many small group Bible studies and family events. Browse through our many groups below. We want you to find a place to belong.
Bible Studies
Sunday & Wednesday Nights

**Sunday Night Discipleship**
*The Forgotten Jesus* - by Robby Gallaty  
Sunday Nights at 5:00pm in Rm 209  
Led by Alex Moss. Suggested donation: $15

**Sunday Night Discipleship**
*The Apostles' Creed* - by Matt Chandler  
Sunday Nights at 5:00pm in Rm 109  
Led by Chris Etheredge. Suggested Donation: $15

**Women's Bible Study**
*Discerning the Voice of God* - by Priscilla Shirer  
Tuesday Mornings, 10am at Linda Frazier's House  
Led by Kelly Rogers. Suggested donation: $15

**Men's Bible Study**
Wednesday Nights at 6:00pm  
Upstairs in the Man Cave  
Led by Brant O'Connor

**Women's Bible Study**
*The Book of 2 Timothy*  
Wednesday Nights at 6:00pm Rm 109  
Led by Ashley Cumble and Dana Davis

**Prayer Meeting**
All are welcome for a time of prayer and short Bible study  
Wednesday Nights at 6:00pm Rm 112 - Led by Austin Hinson  
Sunday Nights at 5:00pm in Rm 112 - Led by Sera Rodriguez
Sunday School

Adult Sunday School is the core ministry of our church. No matter what stage of life you’re in, we have a group for you. They meet on Sunday mornings at 9:15am in the rooms below.

**Adult 1 - ages 71+**
- Ladies - Room 109
- Men - Room 108

**Adult 2 - ages 61-70**
- Ladies - Room 110
- Men - Room 111

**Adult 3 - ages 51-60**
- Room 211

**Adult 4 - ages 41-50 or Parents of Children/Youth**
- Room 209/210

**Adult 5 - ages 21-40 or Parents of Preschool/Children**
- Room 205

Mature Adult Ministry

Our Mature Adults stay active and have lots of fun! They encourage each other in Christ through the following activities:

- Senior Adult Luncheon every third Wednesday of the Month
- Going to the Movie Theater to see the Latest Christian Films
- Hosting the Annual Fish Fry every April here at First Baptist
- Travelling across Texas to see bluebonnets, historical sites, and antique stores
- Celebrating Senior Adult Day and Banquet every May
- Visiting and singing at the local nursing home (PRCC)
SECOND BAPTIST CHURCH
Andrews, Texas

Welcome

LOOKING FOR SOMETHING?
A place to find God’s plan for your life?
A place where people genuinely care?
A place to hear practical life-changing truth?
A place where you can grow in your faith?
A place where you can feel God’s presence?
A place to find the joy of serving God?
A place where families can grow stronger?
A place to truly belong?
A place where EVERYONE MATTERS?

If you found yourself answering “yes” to any of these questions, then you're right in your faith! This website contains information about our church.”

Contact Us
Second Baptist Church
107 Northwest 7th Street
Andrews, Texas 79714
Phone (432) 523-4969
Fax (915) 496-0830
Email

Regular Schedule
- Office Hours: Monday thru Thursday - 8:30 AM to 4:30 PM
- Sunday Morning Worship - 9:30 AM
- Small Group Bible Studies for all ages - 11:00 AM
- Friends Night for Kids - 6:00 PM
- Sunday Evening Service - 6:00 PM

Wednesday
- Bible Drill - 5:00 PM
- Youth Snack Supper - 6:15 PM

Announcements
- Upcoming at SBC
  - Aug 20: Promotion Sunday
  - Sept 1-2: Fellowship Hall/Kitchen Floor Cleaning
  - Sept 3: No evening activities (Labor Day Weekend)
  - Sept 4: Church Office Closed (Labor Day Holiday)
  - Sept 5: Senior Seekers Lunch Bunch Mi Pueblo
  - Sept 6: Children’s Bible Drill Fall Kick-Off (6:00 PM)
  - Sept 9: Men’s Fellowship Breakfast (9:00 AM)
  - Sept 24: City-wide Worship Service (AHS Performance Center)

Ephesians 4:2 - “Be completely humble and gentle; be patient, bearing with one another in love.”

Mission Fact of the Day
Only 60 people groups comprise 50% of the world’s population.
Provided by: The Joshua Project

Christianity Today
- The Enneagram for Pastors
- Three European Alliances Warn Evangelical-Catholic Unity Is Going Too Far
- I Sent My Kids to a Better School. But Was It the Right Choice?

more...
ANDREWS

Address
201 NW Ave. D, Andrews, TX 79714
Phone: 432.523.3300 FAX: 432.524.9643
LVN: 432.524.4022 (tel:432.524-4022)

College Credit Courses
Click HERE (/programs/catalog/courselist.aspx?c=CREDET.18.SP) to view the class schedule. Call 432.523.3300 for more information.

Vocational Nursing
Visit the OC LVN home page (/programs/Career.Technical-and-Workforce-Education/Nursing/LVN/index.html) or call 432.524.4022 (tel:432.524-4022) for more information.

Continuing Education Classes
Click HERE (https://www.odessa.edu/community/co/CEClassSchedule/index.html) to view or download the CE Schedule.

Ready to Register? Click HERE (../../../ce/register-now/index.html)!

Andrews area residents can now choose from both online & face-to-face offerings.
- FREE GED Classes in Andrews: Click HERE for more information
- College Credit Course Offerings
- Continuing Education Course Offerings
- Hybrid (1/2 face to face, 1/2 online)

OC Andrews Scholarship Fund

Scholarship requirements: The applicant must be a current resident of Andrews County; The applicant must be a graduate of Andrews High School; Andrews Adult Literacy Program (G.E.D.), or Andrews Home School program; Scholarship funding will only be used for courses/programs offered through the Andrews Business and Technology Center; The applicant must maintain a 2.5 GPA to reapply for future OC Andrews scholarships; The applicant must complete 5 hours of community service during the semester upon which they receive scholarship funding; The applicant must enroll a minimum of 6 credit hours per semester (fall, spring, and/or summer).

Click HERE (AndrewsScholarshipApplicationInstructions.pdf) for Andrews Scholarship Application Instructions.

Scholarship award:
Enrollment hours/Scholarship award
- 6 hours / $ 500.00
- 7 hours / $ 575.00
- 8 hours / $ 650.00
- 9 hours / $ 700.00
- 10 hours/ $ 775.00
- 11 hours/ $ 850.00
- 12 hours/ $ 900.00

Click HERE (../../../oo-foundation/scholarships/index.html) to apply and learn more about OC Scholarships.

Student Services in Andrews

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• High School Dual Credit information
• T.S.I.A. information and testing center

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LVN: 432,524,4022 (tel:432-524-4022)

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Phone: 432,523,3300 FAX: 432,524,6643

Ann Leach
Andrews Center Director
Office: ABTC 130
Phone: 432,523,3300
E-mail: aleach@odessa.edu (mailto:aleach@odessa.edu)

Nicole Hays, RN
Director of Vocational Nursing
Office: HS- 210; ABTC- Seminar A
Phone: 432-355-6464; 432-524-4022
E-mail: nhays@odessa.edu (mailto:nhays@odessa.edu) (mailto:nhays@odessa.edu)

Kandice Garza
Administrative Assistant, Andrews
Office: ABTC - Lobby
Phone: 432,523,3300
E-mail: kgarza@odessa.edu (mailto:kgarza@odessa.edu)
(kmailto:kbnewbrough@odessa.edu) (mailto:kgarza@odessa.edu)

Whitney Hice, LVN
Nursing Instructor
Office: ABTC- 127
Phone: 432-524-4022
E-mail: whico@odessa.edu (mailto:whico@odessa.edu)

Yasenia Walsh, RN, MSN
Nursing Instructor
Office: ABTC- 131
Phone: 432-524-4022
E-mail: ywalsh@odessa.edu (mailto:ywalsh@odessa.edu) (mailto:ywalsh@odessa.edu)

Rena Reed, LVN
Nursing Instructor
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E-mail: rreedd@odessa.edu (mailto:rreedd@odessa.edu) (mailto:rreedd@odessa.edu)

Donna Duke
LVN Secretary
Office: ABTC - Admin
Phone: 432-524-4022
E-mail: dduke@odessa.edu (mailto:dduke@odessa.edu)

Andrews Advisory Committee
Russell Tippen - CEO, Permian Regional Medical Center
Hope Reese - AEDC Director
Glen Hackler - City Manager
Scott Wallace - Director of Community Services
Julie Wallace - Chamber of Commerce
Laura Carter - Andrews High School Counselor
### Public Community Colleges

**Download the Excel Version**

<table>
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<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia, President</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Basar, President</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Ruben Michael &quot;Mike&quot; Flores, President</td>
<td>(210) 486-3880</td>
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<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Vela, President</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. Philip's College</td>
<td>Adena Loston, President</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>Alamo Community College District</td>
<td>Bruce Leslie, Chancellor</td>
<td>(210) 485-0020</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Christal Albrecht, President</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart, President</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon, President</td>
<td>(936) 639-1301</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes, President/CEO</td>
<td>(512) 223-7000</td>
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<td>Mary Hensley, Chancellor</td>
<td>(979) 830-4000</td>
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<tr>
<td>Brazosport College</td>
<td>Millicent Valek, President</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yenonopoulos, Chancellor</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin, President</td>
<td>(254) 442-5000</td>
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<tr>
<td>Clarendon College</td>
<td>Robert Keith Riza, President/CEO</td>
<td>(806) 874-3571</td>
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<tr>
<td>Coastal Bend College</td>
<td>Beatriz T. Espinoza, President</td>
<td>(361) 356-2838</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols, President</td>
<td>(409) 938-1211</td>
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<td>Collin County Community College District</td>
<td>H. Neil Matkin, President</td>
<td>(972) 758-3801</td>
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<td>Dallas County Community College - Brookhaven College</td>
<td>Thom Chesney, President</td>
<td>(972) 860-4700</td>
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<td>Joe Seabrooks, President</td>
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<td>Jean Conway, President</td>
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<td>Jose Adames, President</td>
<td>(214) 860-2000</td>
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<td></td>
<td>Robert Garza, President</td>
<td>(972) 860-8700</td>
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<tr>
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<td>Christa Slejko</td>
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<tr>
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<td>5001 North MacArthur Boulevard, Irving, TX 75038-3899</td>
<td>Kay Eggleston</td>
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<td>12800 Abrams Road, Dallas, TX 75243-2199</td>
<td>Joe May</td>
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<td>1001 South Lamar St., Dallas, TX 75215-1816</td>
<td>Mark Escamilla</td>
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<td>101 Baldwin Boulevard, Corpus Christi, TX 78404</td>
<td>William Serrata</td>
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<td>Jud Hicks</td>
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<td>4015 Avenue Q, Galveston, TX 77550</td>
<td>Myles Shelton</td>
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<td>2101 Highway 691, Denison, TX 75020</td>
<td>Jeremy McMillen</td>
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<td>Hill College</td>
<td>112 Lamar Drive, Hillsboro, TX 76645</td>
<td>Pamela Boehm</td>
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<td>1300 Holman, Houston, TX 77004</td>
<td>Muddassir Siddiqi</td>
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<td>401 Northline Mall, Houston, TX 77022</td>
<td>Margaret Ford Fisher</td>
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<td>Southwest Collegiate Institute for the Deaf</td>
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<tr>
<td>Tarrant County College - Trinity River Campus</td>
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<td>S. Sean Madison President</td>
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<td>Tarrant County College District</td>
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<td>Eugene Giovannini Chancellor</td>
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<tr>
<td>Temple College</td>
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<td>Glenda O. Barron President</td>
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<td>Texarkana College</td>
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<td>James Russell President</td>
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<td>Jesus R. Rodriguez President</td>
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<td>Jerry King President</td>
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<tr>
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<td>Mike Metke President</td>
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<td></td>
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<tr>
<td>College</td>
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<td>Vernon College</td>
<td>4400 College Drive</td>
<td>Dusty Johnston</td>
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<td></td>
<td>Vernon, TX 76384</td>
<td>President</td>
</tr>
<tr>
<td>Victoria College</td>
<td>2200 East Red River</td>
<td>David Hinds</td>
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<td>Victoria, TX 77901</td>
<td>President</td>
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<tr>
<td>Weatherford College</td>
<td>225 College Park Drive</td>
<td>Brent Baker</td>
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<td></td>
<td>Weatherford, TX 76086</td>
<td>Interim President</td>
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<tr>
<td>Western Texas College</td>
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<td>Barbara Beebe</td>
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<td>Snyder, TX 79549</td>
<td>President</td>
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<tr>
<td>Wharton County Junior College</td>
<td>911 Boling Highway</td>
<td>Betty A. McCrohan</td>
</tr>
<tr>
<td></td>
<td>Wharton, TX 77488</td>
<td>President</td>
</tr>
</tbody>
</table>
Andrews Senior Center

Andrews Senior Citizens Center
310 W. Broadway Ave.
P.O. Box 327
Andrews, TX 79714

Phone: 432-523-5911
Fax: 432-523-4991
Email: asac@windstream.net

Director: Mildred Spencer

Hours: Mon-Fri 8am-4pm


Do you suspect abuse, neglect or exploitation of a child or adult?
Report Abuse in MH/DD Facilities
Report Abuse In Nursing Facilities
Report Abuse of a Child or Adult

Call: 1-855-937-2372
GET STARTED TODAY
Find the program closest to you or a loved one and give them a call. They can help guide you and get you started.

Andrews Senior Activity Center, Inc.
310 W Broadway Street
Andrews, TX 79714
432-523-5911

FIND YOUR LOCAL PROGRAM

* Texas
* Andrews

Andrews Senior Activity Center, Inc.
310 W. Broadway Street
Andrews, TX 79714
432-523-5911
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
Avenue Commons
Underserved Area

This application qualifies for 3 points for Underserved Area under the following subsection:

(C) The Development Site is located entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report; (3 points);

This application is located in census tract 48003950300. According to the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
2018 HTC Full Application

Part 2 Tab 10

Supporting Documents: Concerted Revitalization Plan

NA
Supporting Documents:
Readiness to Proceed

NA
2018 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
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>
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<td>8.567</td>
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<td>8.567</td>
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   (*) 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:

   contract amendment finalizes site acreage.

2. **Site Control - §10.204(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>James Blakemore</td>
<td>James Blakemore</td>
<td>P.O. Box 9185</td>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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<tr>
<td>Midland</td>
<td>TX</td>
<td>79705</td>
<td>1/15/10</td>
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</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? No

   Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? No

   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 last 36 months</td>
<td>none</td>
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</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [ ] Contract for lease.
   - Expiration of Contract or Option: 6/29/19
   - Anticipated Closing Date: 6/29/19

   [x] Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

3. **Site Control - §10.204(10)**

   Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7

   Is land for ingress and/or egress and any easements held separate from the property described in the site control documents? No

   If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.
4. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- 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 is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*
- Development includes an additional 10% of units at 30% AMI. *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. *(Competitive HTC only)*
- 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**

** Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

If a revised form is submitted, date of submission: ____________________________
2018 HTC Full Application

Part 2 Tab 12

Supporting Documentation for Site Information Form Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

<table>
<thead>
<tr>
<th></th>
<th>Site Control Documentation</th>
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<tbody>
<tr>
<td></td>
<td>Title Commitment or Policy</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
<td></td>
</tr>
</tbody>
</table>

Increase in Eligible Basis (30% Boost)

<table>
<thead>
<tr>
<th></th>
<th>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</th>
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<tbody>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
</tr>
</tbody>
</table>

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

<table>
<thead>
<tr>
<th></th>
<th>Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.</th>
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<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
</tr>
<tr>
<td></td>
<td>A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT (the "Assignment") is made and entered into as of this 22nd day of January, 2018, by and between Commonwealth Development Corporation of America, a Wisconsin corporation ("Buyer" or Assignor) and Avenue Commons Apartments, LLC, a Wisconsin limited liability company ("Assignee").

RECITALS

A. Assignor has certain rights and obligations as a result of that certain Real Estate Purchase Agreement dated December 29, 2017 (the "Agreement") with respect to real property and improvements located in Andrews, Texas and commonly known as 0 SE 4th Street, bounded by SE 6th Street, SE Avenue E, and SE Mustang Drive, which includes approximately 6.99 acres, and altogether as more particularly described on Exhibit A to the Agreement (the "Property").

B. Assignor desires to assign to Assignee, as expressly allowed by the Agreement, and Assignee desires to assume from Assignor, all rights and obligations relating to the Property.

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

1. Assignment. Assignor assigns to Assignee all of Assignor’s right, title, and interest in and to, and all of Assignor’s obligations under, any and all agreements relating to the Property, including the Agreement.

2. Acceptance. Assignee accepts the assignment hereby made and agrees to assume all of Assignor’s rights and obligations thereunder from and after the date of this Assignment.

3. Indemnification by Assignor. Assignor shall indemnify and hold Assignee harmless from and against any and all liability arising under the Property including liability for costs and attorneys’ fees, which liability arises from, or is based upon, any facts or circumstances that occurred or existed during any period before the date of this agreement.

4. Indemnification by Assignee. Assignee shall indemnify and hold Assignor harmless from and against any and all liability arising under the Property, including liability for costs and attorneys’ fees, which liability arises from, or is based upon, any facts or circumstances that occur or exist on or after the date of this agreement.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment as of the date first above written.

Rest of page intentionally left blank.
ASSIGNOR:
COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA

By: [Signature]
David Ritchay, Senior Vice President

ASSIGNEE:
AVENUE COMMONS APARTMENTS, LLC

BY:
AVENUE COMMONS APARTMENTS MM, LLC, ITS MANAGING MEMBER

BY:
COMMONWEALTH MANAGEMENT CORPORATION, ITS SOLE MEMBER

By: [Signature]
Louie A. Lange III, President
Exhibit A

Lots 1-28, Block 4 and Lots 1-15, Block 5 Avalon, a subdivision located in the city of Andrews, Andrews County, Texas.

PROPERTY ID: 193 & 221, Andrews County Appraisal District

GEOGRAPHIC ID: 00400-01250-0000 & 00400-01390-0000, Andrews County Appraisal District
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of this 7th day of December, 2017, by and between James Blakemore ("Seller"), and Commonwealth Development Corporation of America, a Wisconsin corporation and/or its assigns, ("Buyer").

RECATLALS

A. Seller owns the property commonly known and marketed as 0 SE 4th Street, bounded by SE 6th Street, SE Avenue E, and SE Mustang Drive, Andrews, Texas 79714 and which includes approximately 6.99 acres, and is further described on Exhibit A attached hereto and incorporated herein (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to all of the covenants, provisions and other terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, pursuant to the covenants, provisions and other terms and conditions contained in this Agreement. The Property shall include that certain parcel(s) of land described in Section A of the Recitals and the improvements, fixtures, easements, licenses, permits and all of Seller's other rights, title and interest appurtenant and otherwise relating thereto, as well as any personal property owned by Seller and used exclusively in the operation of the Property.

2. PURCHASE PRICE; EARNEST MONEY.

   (a) Subject to prorations and adjustments pursuant to this Agreement, the purchase price shall be One Hundred Seventy-Five Thousand Dollars ($175,000.00) (the "Purchase Price"). Buyer shall deposit earnest money in the amount of Seventeen Thousand Five Hundred and 00/100ths Dollars ($17,500.00) (the "Earnest Money") into the escrow described below within five (5) business days following the Acceptance Date (as defined below). The Earnest Money shall be refundable until March 1, 2018, at which time the Earnest Money shall be non-refundable, except as provided herein, but shall remain applicable to the Purchase Price at Closing (as defined below).

   (b) The Earnest Money shall be deposited in escrow with American Title Insurance Company or another title insurance company selected by Buyer (the "Title Company") to be held in accordance with this Agreement. All interest earned on the Earnest Money shall be credited to Buyer upon Closing.

3. PROPERTY INFORMATION; CONTRACTS. In addition to all other obligations of Seller under this Agreement, Seller shall provide Buyer, within fifteen (15) business days of the Acceptance Date, copies of any and all reports, contracts, leases, guaranties, warranties, information, correspondence, notes, memoranda and surveys relating to the Property or relevant to a reasonable Buyer's determination whether to purchase the Property.
Seller further agrees to deliver promptly to Buyer copies of any additional Property Information that Seller obtains prior to Closing. Prior to Closing, Seller shall terminate any and all property management, maintenance, lawn care and other contracts and agreements relating to the Property.

4. INVESTIGATION; COOPERATION; AND CONDITIONS PRECEDENT.

(a) Seller acknowledges that Buyer contemplates acquiring the Property for the Intended Uses. From and after the Acceptance Date, Buyer and its agents shall have the right, but no obligation: (i) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement at any time and from time to time (collectively, "Tests"); and (ii) to make such Tests of the Property and information with respect to the Property, the Intended Uses (as defined below) and/or this Agreement, all as Buyer may deem desirable, including, without limitation: [a] any environmental assessment, evaluation or study (including "Phase I" assessments and "Phase II" assessments, including laboratory testing of soil, water and other substances); [b] soil, boring, percolation and other similar tests; and [c] topographic, engineering, traffic, parking and other feasibility studies. Notwithstanding the foregoing, Buyer will not conduct any invasive Tests, including, without limitation, Phase II environmental assessments or soil borings, without Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer shall conduct all Tests at a time and in a manner as to reasonably minimize interference with Seller's and any tenants of the Property operation on or about the Property. Buyer shall indemnify, defend and hold Seller, its employees, agents, contractors, lessees, licensees, invitees, successors and assigns harmless from any and all liabilities, claims, damages and expenses (including attorneys' fees, court costs, and costs of investigation) arising out of or in connection with the Tests or the entry on to the Property by Buyer or its agents. The indemnity and hold harmless provisions of this Section 4 shall survive the Closing or any termination of this Agreement.

(b) From and after the Acceptance Date, Seller agrees that Seller shall, at the request of Buyer and without cost to Seller, cooperate with Buyer in connection with any and all private and governmental approvals, rezoning, land subdivisions, historic approvals, tax credit applications and other matters relating to Buyer's intended uses of the Property as Multifamily Residential Housing (the "Intended Uses"), including without limitation Buyer's application to the Texas Department of Housing and Community Affairs ("TDHCA"); provided, that Seller shall have no obligation to incur any out of pocket cost or expense in so doing.

(c) Within fifteen (15) days following Buyer's receipt of written notice of an award (or denial) of Low Income Housing Tax Credits ("LIHTC") from the TDHCA or August 15, 2018, whichever occurs later (the "Contingency Date"), if Buyer determines, for any reason or no reason, in Buyer's sole discretion, that the Property or the transaction described herein is unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time on or before the Contingency Date in which event all Earnest Money shall be retained by Seller ("Buyer's Contingency"). Any failure by Buyer to give such notice shall constitute an election by Buyer to not so terminate. Following any termination of this Agreement pursuant to this Section 4(c), the parties shall be relieved of any further obligations or liabilities under this Agreement, except those obligations that expressly survive termination hereof.

(d) In addition to any and all other conditions and contingencies in this Agreement, Buyer's obligations under this Agreement are hereby conditioned upon Buyer's receipt of a low income housing tax credit ("LIHTC") award from TDHCA (an "Award") for the
Intended Uses. In the event Buyer fails to submit its application to TDHCA prior to the published deadline, for any reason Buyer may, at its sole discretion, elect to declare this Agreement null and void. In the event that Buyer is unable to obtain a commitment for an equity investment from a tax credit investor on terms that are satisfactory to Buyer, in Buyer's sole discretion and in an amount sufficient for the Intended Uses, within ninety (90) days after receiving an Award from TDHCA, despite Buyer's reasonable efforts, this Agreement shall become null and void. In the event that this Agreement becomes null and void all Earnest Money and any Additional Earnest Money shall be immediately returned to Buyer.

(e) On or before the Contingency Date, Buyer, at its sole expense may file for rezoning of the property to a classification that enhances the Intended Use. Seller will cooperate and execute any necessary documents required for rezoning. If Buyer elects to terminate the Agreement by the Contingency Date, but after a rezoning petition has been filed, Seller will have the right to withdraw the zoning petition. Seller may delay the final hearing on the rezoning petition until after the Contingency Date. Once the property is rezoned, Buyer is obligated to purchase the Property, unless this Agreement becomes null and void pursuant to Section 4(d) of this Agreement. All Earnest Money is non-refundable without conditions and is disbursable to Seller after the Property is rezoned, termination of the purchase obligation pursuant to Section 4(d) notwithstanding.

5. ADDITIONAL EARNEST MONEY. On or before August 15, 2018, Buyer shall deposit an additional Thirty-Five Thousand and 00/100ths Dollars ($35,000.00) into the escrow (the "Additional Earnest Money"). Except as otherwise set forth herein, the Additional Earnest Money shall be non-refundable (except as expressly provided herein) but shall be credited against the Purchase Price.

6. TITLE INSURANCE; SURVEY. Within fifteen (15) days of the Acceptance Date, Seller shall deliver a written commitment of the Title Company to issue to Buyer a current ALTA Form owner's policy of title insurance with respect to the Property in the amount of the Purchase Price (the "Title Commitment"). Seller shall provide Buyer with a copy of its existing survey. If Seller's existing survey is not acceptable to the Title Company, Buyer or any third party may obtain a survey meeting ALTA/ACSM Land Title Surveys standards (the "Survey"). Seller's warranty of title set forth in the deed and Seller's other representations and warranties, if any, with respect to the Property shall be subject to all exceptions set forth elsewhere in this Agreement and all matters disclosed on the Title Commitment or Survey including, without limitation, all easements, covenants, conditions, restrictions, requirements, standard exceptions and special exceptions, except for monetary liens which will be paid out of Closing. If the Title Commitment or Survey discloses any matters unacceptable to Buyer, in Buyer's sole discretion, (the "Title Defects"), Buyer shall notify Seller of such Title Defects on or before the Contingency Date. If within fifteen (15) days after receiving notice from Buyer (regardless of whether such fifteen (15) day period ends after the Inspection Date), Seller fails to correct the Title Defects to Buyer's satisfaction, Buyer may elect any of the following: (a) terminate this Agreement upon written notice to Seller in which case, anything in this Agreement to the contrary notwithstanding, the Earnest Money shall be returned to Buyer, and thereupon this Agreement shall be terminated without further action of the parties and without any further liability to either Seller or Buyer except those obligation that expressly survive termination hereof, or (b) waive Buyer's objection to such Title Defects and take title subject to the same, with the right to have any definite, monetary liens paid from the Seller's proceeds. Any title exceptions contained on the Title Commitment and not objected to by Buyer, or a title exception that shall be objected to initially, but such objection thereto is later waived by Buyer, shall be deemed a "Permitted Exception" hereunder.
7. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SELLER.

(a) Seller hereby represents and warrants to Buyer that all of the following are true, correct and complete on and as of the date hereof, shall continue to be true, correct and complete as of the Closing Date and shall survive the Closing and delivery of the Warranty Deed (as defined below):

(i) Seller has no knowledge of: (a) any orders from or agreements with any governmental authority or private party or any judicial or administrative proceedings or investigations, whether pending or threatened, respecting any environmental, health or safety requirements under federal, state or local laws or regulations relating to the Property, or (b) any pending, asserted or threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened or alleged release of any Hazardous Substances at, on or beneath the Property.

(ii) To the best of Seller's knowledge: (a) the Property has at all times been operated in accordance with all Environmental Laws; (b) no Hazardous Substances have been treated, recycled, transported, stored or disposed of (intentionally or unintentionally) on, under or at the Property; (c) the Property has never appeared on any federal or state registry of active or inactive hazardous waste sites; (d) there has been no release or threatened release of any Hazardous Substances from, at or to the Property; (e) there have not been nor are there now any Hazardous Substances present on, at, in, upon or migrating to or from the Property; (f) there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or common law theory of liability; (g) no property adjacent to the Property has ever been used for the treatment, recycling, transportation, storage or disposal (intentional or unintentional) of Hazardous Substances nor has there been a release or threatened release of any Hazardous Substances from such adjacent property; and (h) there are no, and have not ever been any, underground storage tanks or wells on, at or beneath the Property. "Environmental Laws" shall mean any international, federal, state or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, ordinance or other requirement currently in effect and to which the Property and/or the Seller is subject relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, or to the use and handling of Hazardous Substances. "Hazardous Substances" shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is defined as a hazardous substance or hazardous waste under any Environmental Laws.

(iii) Seller has no notice or knowledge of any violation of any law or any building, zoning, environmental, health or other ordinance, code, rule or regulation relating to the Property. No notice from any governmental body or other person has been served upon Seller or upon the Property claiming the violation of any such law, ordinance, code, rule or regulation. There are no legal actions, suits or administrative proceedings, including condemnation cases, eminent domain proceedings, historic designations or rezoning of all or any portion of the Property commenced, pending or threatened against the Property or any portion thereof. Seller has not received notice of any negotiations for purchase in lieu of condemnation relating to the Property or any portion thereof.

(iv) Seller is not a party to any agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, any part of the Property or any interest therein other than this Agreement.
Neither Seller nor any person or entity claiming by, through or under Seller has done or suffered anything whereby any lien, encumbrance, claim or right of another has been created against the Property or any portion thereof or any interest therein other than this Agreement, the Permitted Exceptions and possible construction or materialmen's lien claims which will be removed at or before the Closing.

(v) There is no action, proceeding or investigation pending or to the best of Seller's knowledge, threatened against Seller or with respect to the Property or any portion thereof before any court or governmental or quasi-governmental department, commission, board, agency or instrumentality. Seller has no notice or knowledge of any basis for any such action, proceeding or investigation.

(vi) Seller has no actual knowledge of any existing special assessments, deferred water or sewer charges, deferred special assessments or special charges pertaining to the Property or planned, contemplated or commenced public improvements which may result in special assessments or special charges pertaining to the Property. Seller has not received notice of any contemplated special assessments relating to the Property or any portion thereof.

(vii) The Land is assessed for taxes as a separate parcel, and not as part of a larger tract, parts of which are not within the Land.

(viii) The signatories to this Agreement on behalf of Seller have full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein. Proof of Seller's authority will be provided contemporaneously with the execution of this Agreement. This Agreement is valid and enforceable against Seller in accordance with its terms. Each instrument to be executed by Seller pursuant hereto or in connection herewith will, when executed and delivered, be valid and enforceable in accordance with its terms.

(ix) To the best of Seller's actual knowledge and belief all documentation and information provided to Buyer by or on behalf of Seller pursuant to this Agreement is true, correct and complete in all material respects. Notwithstanding the foregoing, Seller shall have no obligation to and does not warrant or guaranty the accuracy of any documentation and information provided to Seller by third parties and subsequently provided by Seller to Buyer ("Third Party Information"), and Buyer acknowledges Buyer's duty and obligation to conduct its own investigations and to confirm the accuracy of such Third Party Information.

(b) The accuracy of all Seller representations and warranties contained in this Agreement shall be a condition to Buyer's obligations under this Agreement. If any of the representations or warranties contained in this Agreement is untrue in any material respect and is not cured (at no cost to Buyer) prior to the scheduled Closing, then Buyer may elect to (i) purchase the Property as it then is or, (ii) terminate this Agreement and, anything in this Agreement to the contrary notwithstanding, receive a refund of all Earnest Money, paid hereunder and all accrued interest thereon. Buyer's rights set forth in the immediately preceding sentence shall be in addition to, not in lieu of, any other rights and remedies available to Buyer for default by Seller and shall include, without limitation, the right to recover from Seller any and the damages described in Section 10 (a) of this Agreement.
Notwithstanding the foregoing, except for such representations and warranties specifically made herein, Buyer acknowledges that the Property is being sold “as is, where is” and “with all faults” and with no representations or warranties of any kind, including but not limited to any warranty of fitness for a particular purpose or any warranty of merchantability.

8. CONDITIONS PRECEDENT TO CLOSING. Seller and Buyer understand that each of the following conditions must be satisfied prior to Closing:

(a) Buyer shall have received firm commitments for all necessary financing and commitments for purchasing low income housing tax credits. Financing includes all necessary loan commitments, investor commitments and other financial commitments necessary to finance the purchase of the Property, construction necessary to put the Property to its Intended Uses, and otherwise ensure that the project is economically feasible.

(b) All necessary governmental approvals and permits necessary for Buyer to construct the intended project and to put the Property to its Intended Uses shall be issued.

In the event any of these conditions precedent is not satisfied on or before the Closing Date or waived by Buyer, Buyer may extend the Closing Date as provided in 10(a) and 10(b) herein. Nothing in this Section 8 is intended to modify the provisions regarding the refunding of Earnest Money or Additional Earnest Money or application of Earnest Money or Additional Earnest Money to the Purchase Price.

9. CLOSING.

(a) Provided that all conditions of closing hereunder, including, without limitation, all condition precedent, if any, have been satisfied or waived, the closing of the transaction described herein (the "Closing") shall occur at the offices of the Title Company on the Closing Date. At Buyer's option, the Closing shall take place as an escrow closing, with the Title Company acting as the closing escrow agent. Notwithstanding the foregoing, to the extent required by Texas law, a Texas licensed attorney shall oversee the Closing. Subject to the extensions provided in this Agreement, the "Closing Date" shall be December 31, 2018, or such earlier or later date as may be agreed to in writing by Seller and Buyer.

(b) The following shall occur on or before the Closing Date:

(i) Seller shall deliver all of the following to Buyer, all of which shall be fully-executed by Seller, as appropriate:

[a] A warranty deed in recordable form sufficient to convey and warrant to Buyer fee simple absolute title to the Property subject only to the Permitted Exceptions (the "Warranty Deed");

[b] An assignment of Seller's right, title and interest in and to all leases affecting the Property. The document accomplishing such assignment (the "Lease Assignment") shall include an assumption of the leases by Buyer as well as a reciprocal indemnification whereby Seller indemnifies Buyer for any claims arising under the leases attributable to the period prior to the Closing Date and Buyer indemnifies Seller for any claims arising under the leases attributable to the period on or after the Closing Date;
Tenant notice letter(s) prepared by Buyer for the purpose of informing each tenant of the Property of the transfer of the Property and assignment of each lease to Buyer, and including instructions for future rental payments;

An affidavit of title in customary form covering the Closing Date and showing title in Seller, subject only to the Permitted Exceptions;

Any required real estate transfer declarations and stamps, and Seller shall pay the amount of any state, county and local transfer taxes imposed;

Four copies of the closing statement;

A sworn affidavit stating Seller's Federal Employer Identification Number or Social Security Number and that Seller is not a foreign person for purposes of the Foreign Investors Real Property Tax Act of 1980, as amended, and as decided in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto (the “FIRPTA Affidavit”); and if Seller fails to furnish a FIRPTA Affidavit, Buyer may withhold from the Purchase Price an amount sufficient to comply with the provisions of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto;

A general warranty bill of sale for any personal property included as part of the Property; and

Such other documents as may be reasonably necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

Buyer shall deliver all of the following to Seller, all of which shall be fully-executed by Buyer, as appropriate:

The balance of the Purchase Price, plus or minus prorations, credits and other adjustments, by wire transfer or otherwise in immediately available funds;

The Lease Assignment, if applicable;

Any required real estate transfer declarations and stamps;

Four copies of the closing statement; and

Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

Buyer shall cause the Title Company to issue to Buyer at Closing a current ALTA Form owner's policy of title insurance, with extended coverage, pursuant to the Title Commitment and containing all amendments and endorsements required by this Agreement or otherwise reasonably required by Buyer, which endorsements shall be at Buyer's cost, unless otherwise agreed.
(iv) Occupancy of the Property shall be delivered to Buyer, subject to the rights of current tenants of the Property.

10. EXTENSIONS. Notwithstanding any other provision of this Agreement Seller hereby grants Buyer the following extensions to the Closing Date:

(a) Buyer may extend the Closing Date for a single period of ninety (90) days by providing Seller written notice of Buyer's intent to extend for ninety (90) days and depositing Twenty-Five Thousand and 00/100ths Dollars ($25,000.00) with the Title Company on or before the Closing Date (the "Extension Fee"). The Extension Fee shall be treated as Additional Earnest Money and shall be credited against the Purchase Price.

(b) At any time after exercising the ninety (90) day extension set forth above, Buyer may further extend the Closing Date for a period of ninety (90) days by providing written notice to Seller and depositing a Twenty-Five Thousand and 00/100ths Dollars ($25,000.00) non-refundable extension fee (the "Additional Extension Fee") with the Title Company on or before the extended Closing Date. The Additional Extension Fee is non-refundable and shall be applied toward the Purchase Price.

11. PRORATIONS; REAL ESTATE TAXES AND ASSESSMENTS; CLOSING COSTS.

(a) At Closing, general real estate taxes shall be prorated on an accrual basis as of the Closing Date on the basis of one hundred percent (100%) of the then most recent ascertainable tax bill whether for the year of Closing or preceding year.

(b) Special assessments, if any, for work actually commenced or levied against the Property prior to the Closing Date shall be paid by Seller no later than the Closing Date. All other special assessments shall be paid by Buyer.

(c) Buyer shall receive at Closing a credit to the Purchase Price equal to any rents, operating charges or other similar amounts (other than real estate taxes prorated above) due to Landlord under any lease of the Property attributable to periods including or after the Closing Date, and any security deposits required by such Leases. All other rents and charges received from tenants after the Closing shall belong to Buyer, and Buyer shall have no obligation to collect rents on Seller's behalf that may have been delinquent at the time of Closing. The obligations under this Section 9 shall survive the Closing and delivery of the Warranty Deed.

(d) At Closing, Seller shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) the cost of recording any documents relating to title cleanup, (iii) all recording fees for all conveyance documents to be recorded, or any state, county and local transfer taxes imposed, and (iv) all other costs to be paid by Seller under this Agreement.

At Closing, Buyer shall pay (i) all the fees and costs due Title Company for its closing and/or escrow services, (ii) the cost of all endorsements to the Title Policy, (iii) the cost of the Survey, (iv) the cost of any lender's policy of title insurance or endorsements thereto, (v) all intangibles taxes and all recording fees for any mortgage and loan documents to be recorded and (vi) all other costs to be paid by Buyer under this Agreement.
Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein. Any other closing costs not specifically designated as the responsibility of either party in this Agreement shall be paid by Seller and Buyer according to the usual and customary allocation of the same for the county in which the Property is located. Except as provided in this Section 8(d), Seller and Buyer shall each bear their own costs in regard to this Agreement.

12. DEFAULT.

(a) If Seller defaults under this Agreement, Buyer shall have any and all remedies available to it under this Agreement and otherwise at law or in equity including, without limitation: (i) the right of specific performance; and (ii) the right to terminate this Agreement at any time after such default by delivering written notice of termination to Seller and/or sue for damages. In the event of any such termination, all Earnest Money, Additional Earnest Money, Extension Fees, Additional Extension Fees and any and all interest accrued thereon shall be immediately returned to Buyer. All of Buyer's remedies shall be cumulative and not exclusive.

(b) If Buyer defaults under this Agreement, Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money and any and all accrued interest thereon. Such Earnest Money and any and all accrued interest thereon shall constitute liquidated damages due and payable to Seller, the amount thereof being the parties' good faith and reasonable estimate of the damages which Seller would suffer in the event of the termination of this Agreement by reason of Buyer's fault. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. Seller acknowledges Buyer will spend substantial sums of money in reliance on the enforceability of this Agreement and Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

13. CASUALTY, EMINENT DOMAIN, HISTORIC DESIGNATION OR REZONING.

(a) In the event, after the Acceptance Date, fire or other casualty damages or destroys any portion of the Property, an eminent domain action is commenced or threatened against any portion of the Property, a designation of the Property or any portion thereof as a historic structure or other historic designation is threatened, commenced or finalized, or there is a threatened, commenced or finalized rezoning of the Property, Buyer may elect to (i) terminate this Agreement (in which event Buyer and Seller shall be released from any further obligation or liability hereunder, and this Agreement shall be null and void and the Earnest Money and any and all accrued interest thereon shall be immediately returned to Buyer); or (ii) consummate this transaction and require Seller to deliver to Buyer a duly executed assignment of Seller's right, title and interest in and to any insurance proceeds (plus a credit toward the Purchase Price equal to the amount of Seller's deductible on such insurance policy) and any awards or compensation paid by the governmental authority in connection with an eminent domain action or rezoning of the Property or historic designation.

(b) Buyer shall have thirty (30) days from the date of its receipt of written notice of such casualty or institution of proceedings within which to exercise its rights under Section 11(a) hereof. If the Closing Date is scheduled to occur within such thirty (30) day period, the Closing shall be delayed until Buyer makes such election, and if Buyer elects to consummate
the transaction, the Closing Date shall be adjusted accordingly and Buyer shall be entitled to settle the loss with the governmental entity and to participate in the eminent domain proceeding and receive awards as the case may be. Seller agrees to execute and deliver all necessary proofs of loss and assignments of claims and other documents as reasonably requested by Buyer.

14. COVENANTS OF SELLER. Between the date of this Agreement and the Closing Date, Seller shall:

(a) not, without first obtaining the written consent of Buyer, enter into any leases, contracts or other agreements, nor grant or permit any rights to any other party, pertaining to the Property or any portion thereof;

(b) comply with all private and governmental laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements, liens and agreements affecting the Property or any portion thereof including, without limitation, the use thereof;

(c) provide reasonable access to the Property for Buyer's due diligence;

(d) cooperate with Buyer's efforts to rezone the Property (if necessary) and obtain approval of a site development plan for the Buyer's Intended Uses of the Property;

(e) except as it necessary to cooperate with Buyer obtaining necessary approvals from TDHCA and any local governments with respect to zoning and site development approvals keep confidential the terms of this Agreement and Buyer's Intended Use;

(f) shall maintain the Property in the same condition as on the date of this Agreement, ordinary wear and tear excepted; and

(g) comply with all reasonable and customary requirements of the Title Company in connection with its insurance of fee simple title to the Property in Buyer as required under Section 5 hereof and elsewhere herein.

15. NOTICES.

(a) All notices, demands and communications required or which either party desires to give or make hereunder shall be effective (at the time set forth in Section 12(b)) if in writing signed by or on behalf of the party giving or making the same, and if served/delivered to the addresses and/or fax numbers set forth below and in any of the following manners: (i) personally; (ii) by United States registered or certified mail, return receipt requested; (iii) by a national courier service for next business day delivery; or (iv) by facsimile transmission.

To Seller:  
James Blakemore  
801 N. Main, Suite A  
Andrews, TX 79714

To Buyer:  
Commonwealth Development Corporation of America  
9 Sheboygan Street  
Fond Du Lac, WI 54935  
Attn: Craig B. Alter
Telephone: 512-956-5432
Telefax: 512-956-5432
Email: c.alten@commonwealthco.net

With a copy to:

Lance Mueller
9 Sheboygan Street
Fond du Lac, WI 54935
Telephone: (920) 922-8170
Email: l.mueller@commonwealthco.net

(b) Notice may be sent via confirmed delivery service (UPS, FedEx, US Certified Mail Return Receipt, etc.), facsimile or email. Notices sent by confirmed delivery service shall be effective upon the date of the delivery confirmation. Notices sent by facsimile transmission shall be deemed to have been given at the time of transmission; provided, the sending party has a facsimile confirmation report. Notices by email shall be deemed to have been given at the time of transmission; provided, the sending party has a send confirmation report. Under no circumstances shall notice to counsel constitute notice to a party. Any party hereto may change its address or fax number for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this Section 16.

16. MISCELLANEOUS.

(a) This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements which can or will modify this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

(b) With respect to real estate brokers and agents, each party represents and warrants to the other party that other than RE/MAX Southwest Realty and its agent Stephanie Miller ("Seller's Broker") and/or subagents of them, neither party has engaged or dealt with any broker or other person who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Each party agrees to indemnify, defend and hold harmless the other with respect to any claim for any fee or commission from any person claiming to have been engaged by such party. Seller agrees to pay Seller's Broker's fee or commission at Closing, and as may be set forth in a separate agreement. Buyer is not responsible to pay any Broker's or Agent's fee or commission.

(c) This Agreement shall be construed and enforceable in accordance with the laws of the state where the Property is located.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Buyer shall not assign its rights and obligations under this Agreement without Seller's consent, provided that Buyer may assign its rights and obligations to another entity in which Buyer or the majority interest owning principal of Buyer also owns a majority or controlling interest. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

(e) It is the intent of Buyer and Seller that this Agreement shall be binding on both parties and not illusory. Buyer and Seller acknowledge that Buyer will expend
significant time, effort and expense in attempting to satisfy the Buyer's Contingencies and the conditions precedent and that such time, effort and expense is full and adequate consideration for the Agreement and Buyer's right to terminate hereunder.

(f) In the event of a default under this Agreement, the nondefaulting party hereto shall be entitled to recover reasonable costs and attorneys' fees incurred by the nondefaulting party as a result of such default.

(g) This Agreement and any and all documents and signatures relating thereto may be transmitted by facsimile or electronic mail. All of such documents and signatures transmitted by facsimile or electronic mail shall deemed to be originals. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

(h) Time is of the essence as to all terms and conditions of this Agreement.

(i) This Agreement shall be binding upon Buyer and Seller only if each party delivers a signed copy hereof to the other party on or before December 24, 2017. The "Acceptance Date" shall mean the latest date upon which all parties to this Agreement execute the Agreement and deliver such executed Agreement to all other parties hereto.

(j) Notwithstanding any provision of this Agreement, if U.S. Department of Housing and Urban Development (HUD) funds are used, including, but not limited to HOME funds, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt of a release of funds notice from the U.S. Dept. of HUD under 24 CFR Part 58. The parties further agree that the provision of any federal funds to the project is conditioned on the determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. If no HUD funds are utilized in regard to this property, this provision shall be considered null and void.

Signatures on the following page(s)
Dated the 20th day of Dec., 2017.

SELLER:
James Blakemore
By: ____________________________
Name: __________________________
Its: ____________________________

BUYER:
COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA
By: ____________________________
David Ritchay, Senior Vice President

Dated this 24th day of Dec., 2017.
Exhibit A

Lots 1-28, Block 4 and Lots 1-15, Block 5 Avalon, a subdivision located in the city of Andrews, Andrews County, Texas.

PROPERTY ID: 193 & 221, Andrews County Appraisal District

GEOGRAPHIC ID: 00400-01250-0000 & 00400-01390-0000, Andrews County Appraisal District
This was the email confirming the receipt dates.

From: Ave Annel Hays [mailto:ahays@pbabstract.com]
Sent: Wednesday, February 14, 2018 3:18 PM
To: Craig Alter <c.alter@commonwealthco.net>
Cc: Tana Wahtola <t.wahtola@commonwealthco.net>
Subject: RE: title commitment - 0 SE 4th & SE 6th/0 SE 6 & SE Ave E - Blakemore/Commonwealth Dvp Corp - GF 1812877

The agreement for this transaction was received on 1/8/18. The assignment of this transaction was received on 1/31/18. The earnest money wire was received on 1/8/18.

Thank you,

Ave Annel

Ave Annel Hays
Escrow Assistant
Permian Basin Abstract Co.
432.523.2295 phone
432.523.3929 fax
FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment to Real Estate Purchase Agreement (this "First Amendment") is entered into by and between James Blakemore ("Seller") and Avenue Commons Apartments, LLC, a Wisconsin limited liability company ("Buyer"), dated effective as of February 20, 2018 ("Effective Date").

RECITALS

A. Seller and Commonwealth Development Corporation of America, a Wisconsin corporation ("Commonwealth") and/or its assigns entered into that certain Real Estate Purchase Agreement, dated effective December 29, 2017 (the "Agreement"), pursuant to which Seller agreed to sell and Commonwealth and/or its assigns agree to purchase that certain real property located at SE 4th Street, bounded by SE 6th Street, SE Avenue E, and SE Mustang Drive, Andrews, Andrews County, Texas, as illustrated on Exhibit "A" attached to the Agreement (the "Original Land"). Commonwealth subsequently assigned all right, title, and interest in and to, and all of its obligations under, any and all agreements relating to the Original Land including the Agreement to the Buyer, and Buyer assumed those rights, interests and obligations.

B. Seller and Buyer now desire to make changes to the Agreement, and now enter into this First Amendment upon the terms and conditions as set forth herein, to provide for, among other items, the acquisition of additional land that comprises a portion of the Land (as hereinafter defined), to accommodate the development plans of Buyer.

NOW THEREFORE, for good and valuable consideration received by each of the parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Property.** The Land, as defined in this First Amendment, shall include in addition to the Original Land, the Additional Land (hereafter defined); it being understood that the parties anticipate the that the total acreage of the premises shall be approximately 8.567 acres, together with all and singular rights, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (together with the Original Land, the "Land"). The Land being sold hereunder is more fully illustrated on Exhibit A which is attached hereto and incorporated herein by reference.

2. **Additional Provisions.** The Agreement is amended and modified to add the following terms and conditions:

   a. **Additional Land.** Seller acknowledges that Buyer has had discussions with the City of Andrews regarding (i) abandonment of the 20' alleys in Blocks "4" and "5" and the S.E 6th Place 60' street right of way as set forth on the Avalon Addition subdivision plat recorded in Volume 1, Page 91, Plat Records, Andrews County, Texas (the "Additional Land"), and as more fully illustrated on Exhibit A, which is attached hereto and incorporated herein by reference.
b. Abandonment and Conveyance. The City acquired the Additional Land at no cost to the City, therefore, the Additional Land will be abandoned and conveyed, at no cost, in accordance with the City’s policies and the laws of the State of Texas.

c. City Conveyance. The Parties acknowledge and agree that the City intends to take such action as may be necessary to vest ownership of the Additional Land in Seller prior to the Closing Date (the “City Conveyance”) and provide to Buyer evidence of such abandonment and conveyance of the Additional Land to Seller. The City Conveyance is a condition precedent that must be satisfied or waived prior to Closing.

d. Amendment. In order to correct a scrivener’s error, Section 16(i) of the Agreement is hereby revised by replacing "December 24, 2017" with "December 29, 2017."

3. Entire Agreement. Seller and Buyer acknowledge and agree that the Agreement is a legal, valid and binding contract between the parties that is enforceable against each of the parties in accordance with its respective terms, all of which are hereby affirmed, ratified and incorporated by reference. The terms and provisions set forth in the Amendment constitute the entire agreement and understanding between Seller and Buyer with respect to the subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Agreement to the extent inconsistent with the terms and provisions of this First Amendment and any prior oral or written communications between Seller and Buyer, or their respective agents or representatives) concerning the specific subject matter hereof.

4. Counterparts. To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this First Amendment, (a) the signature pages taken from separate individually executed counterparts of this First Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this First Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

5. Miscellaneous. The capitalized terms used in this First Amendment shall have the same meanings herein as defined in the Agreement. Except as specifically modified by this First Amendment, the terms and conditions of the Agreement shall, as amended hereby, continue in full force and effect.

[Remainder of Page Intentionally Left Blank]
Executed effective as of the date set forth above.

SELLER:

James Blakemore

BUYER:

Avenue Commons Apartments, LLC, a Wisconsin limited liability company

By: Avenue Commons Apartments MM, LLC, Its Managing Member

By: Commonwealth Management Corporation, Its Sole Member

By: Louie A. Lange, III, President
EXHIBIT "A"
Original Land Description

Lots 1-28, Block 4 and Lots 1-15, Block 5, AVALON ADDITION, a replat of the Miller Heights Subdivision out of the N ¼ of Section 4, Block A-44, PSL, Andrew County, Texas, recorded in Volume 1, Page 91, Plat Records, Andrews County, Texas.

Additional Land Description

The twenty (20) foot alley separating Lots 1-16 from Lots 17-28, Block 4, the twenty (20) foot alley separating Lots 1-9 from Lots 10-15, Block 5, together with the S.E. 6th Place sixty (60) foot right of way, AVALON ADDITION, a replat of the Miller Heights Subdivision out of the N ¼ of Section 4, Block A-44, PSL, Andrew County, Texas, recorded in Volume 1, Page 91, Plat Records, Andrews County, Texas.

Land Description

Lots 1-28, Block 4 inclusive of the twenty (20) foot alley separating Lots 1-16 from Lots 17-28, Lots 1-15, Block 5 inclusive of the twenty (20) foot alley separating Lots 1-9 from Lots 10-15, and including the S.E. 6th Place sixty (60) foot right of way, AVALON ADDITION, a replat of the Miller Heights Subdivision out of the N ¼ of Section 4, Block A-44, PSL, Andrew County, Texas, recorded in Volume 1, Page 91, Plat Records, Andrews County, Texas.
RESOLUTION 682

RESOLUTION OF SUPPORT
TDHCA APPLICATION
PROPOSED AVENUE COMMONS AFFORDABLE HOUSING PROJECT

WHEREAS, a primary objective of the Andrews City Council has been to develop a viable community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Andrews desires to increase the availability, financial accessibility, and support for safe, decent, and affordable housing to enhance the quality of life for economically disadvantaged citizens; and

WHEREAS, there is a need for affordable housing for the City of Andrews’ citizens of modest means; and

WHEREAS, the City of Andrews understands that the applicant is eligible for these incentive; and

WHEREAS, Commonwealth Development Corporation has proposed a development for affordable rental housing at the northwest corner of SE Mustang Drive and SE Ave E, bounded on the north by SE 4th Street and on the west by SE 6th Street, named Avenue Commons Apartments in the City of Andrews; and

WHEREAS, Commonwealth Development Corporation intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Low Income Housing Tax Credit Program funds for the Avenue Commons Apartments;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANDREWS, TEXAS:

This resolution affirms the City of Andrews’ support for the above named development; and

FURTHER, the City of Andrews has contributed $250 of value in the form of a tap fee waiver and will work with the developer in the platting process to abandon unneeded right-of-ways to allow for the development of said property.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 8th day of February 2018.

Flora Braly, Mayor

ATTEST:

Sara Copeland, City Secretary
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

ALAMO TITLE INSURANCE

SCHEDULE A

Effective Date: January 26, 2018, 07:00 am

Commitment No. ______________________, issued January 31, 2018, 07:00

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: $175,000.00
      PROPOSED INSURED: Avenue Commons Apartments, LLC

   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:

   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: Fee Simple in the surface estate only.

3. Record title to the land on the Effective Date appears to be vested in:
   JAMES M. BLAKEMORE, A MARRIED PERSON

4. Legal description of land:

FORM T-7: Commitment for Title Insurance
SEE ATTACHED EXHIBIT "A"

Countersigned
Permian Basin Abstract Company

By [Signature]

GF No. 1812877
EXHIBIT "A"

An 8.567 acre tract of land, being all of Lots 1 through 28, Block 4 and Lots 1 through 15, Block 5 AVALON ADDITION, a replat of the Miller Heights Subdivision out of the N 1/4 of Section 4, Block A-44, PSL, Andrews County, Texas, as shown on a plat recorded on Slide 91 of the Andrews County Plat Records or recorded in Volume 1 on Page 91 of the Deed Records of Andrews County, Texas, and being more particularly described as follows:

BEGINNING at a three quarter inch (I.D.) iron pipe found and accepted as the northwest corner of said Lot 1, Block 4, Avalon Addition, and being at the South Intersection of Southeast Sixth Street and Southeast fourth drive as shown on said plat and being the northwest corner hereof;

THENCE S.67°47'30"E., along the North line of said Block 4, being the South line of said Southeast fourth drive 531.35 feet to a one-half inch iron rod with red plastic cap marked "GWS 5356" (RPC), set in the West right of way of Southeast Mustang Drive for the Southeast corner of Lot 8, Block 4, and being the Northeast corner of Lot 9, Block 4, of said Avalon Addition for the Northeast corner hereof;

THENCE S.12°40'01"E., along said West Right of Way Line 441.88 feet to a RPC, set in the North right of way line of Southeast Avenue E and being the Southeast corner of Lot 16, Block 4 for the Southeast corner hereof;

THENCE S.76°54'05"W., along the South line of said Block 4, being the North Right of Way line of said Southeast Avenue E 640.00 feet to a RPC, set in the North right of way line of said Southeast Avenue E and being the Southwest corner of Lot 10, Block 5, of said Avalon Addition for the Southwest corner hereof;

THENCE N.13°07'38"W., along the West line of said Block 5, being the East right of way line of Southeast 6th Street 130.00 feet to a Three-Quarter Inch (I.D.) Iron Pipe, found and accepted for the Point of Curvature for a curve to the right having a radius of 1020.17 feet and a Long Chord Bearing of N.05°37'26"E., a distance of 653.55;

THENCE along said East right of way line and said curve to the right an arc length of 665.27 feet, to the POINT OF BEGINNING and containing 8.567 acres of land.
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. Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety '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 2018, 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. Any easement, roadway dedication, or pipeline or other right of way servitudes on, under, over or across the property herein described, or any part thereof, visible, invisible, similar or dissimilar, if any, so as to give notice thereof, but not of record.

   b. 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 minerals interest that are not listed.

   c. Rights of parties in possession.
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. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, and a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions. (Commonwealth Development Corporation of America)

6. As to Avenue Commons Apartments, a Limited Liability Company, we will require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the company.

7. NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

8. Company requires the City of Andrews to abandon and vacate the street and alley right-of-ways for SE 6th PI and those alleys numbered "4" and "5" as referenced on survey plat dated February 5, 2018 by Gregory W. Shoults, RPLS No. 5356.

9. If Seller(s) are married, require spouse(s) join in conveyance, or require Seller(s) to execute instrument(s) of conveyance as separate and non-homestead
property, if not married, Seller(s) to execute as single person(s), whose marital status has not changed since subject property was acquired.

10. The right is reserved to make and insert additional exceptions and/or requirements based upon an examination of the survey and loan documents, up to and including the issuance of said policy.

11. Require Seller to properly execute an Affidavit of Debts and Liens stating there are no outstanding liens against subject property other than those described in this commitment and original of said Affidavit to be furnished to Permian Basin Abstract Company.

12. NOTE: Procedural Rule P-27 as provided for in Article 9.39a of the Texas Insurance Code requires "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account, therefore you will be required to bring a cash, cashier's check or make arrangements to wire funds to cover your closing costs.

13. Require picture ID's for all signatories.

14. In addition to the Title Insurance Premium shown in Schedule D, an additional fee will be due for Tax Certificates and for State of Texas Guaranty Fees.

Countersigned
Permian Basin Abstract Company

By
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 1812877

Effective Date: January 26, 2018, 07:00 am

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

   *Robert J. Grubb, President and Chief Executive Officer
   Robert Scott Hendrickson, Treasurer and Chief Financial Officer
   Phyllis J. Mulder, Secretary and Chief Legal Officer
   *David D. Ginger
   *Bruce Williamson
   * John R. Baumgart
   * Dawn Enoch Moore
   * Ed Haselden
   * James O. Hutcherson

   * Indicates Director

2. As to each Commitment for Title Insurance issued by Permian Basin Abstract Company (Title Insurance Agent) the following disclosures are made:

   A. A listing 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:

      100% of the Stock of Permian Basin Abstract Company is owned by The National Bank of Andrews

   B. A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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:

      100% of the Stock of The National Bank of Andrews is owned by Andrews Bancshares, Inc.

   C. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the name of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent:

      Russell Shannon, Director
      Trey Duncan President/COB
      Ricky D. Kidd, Director
      Deborah Rulcasted, Director
      Lance Lovelady Vice President 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:

   Owner's Policy $1,291.00
   Loan Policy $100.00
   Endorsement Charges $50.00
   Other $0.00
   Total $1,441.00

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:

   Amount To Whom For Services

FORM T-7: Commitment for Title Insurance
"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."
Commitment for Title Insurance (Form T-7)

Texas Title Insurance Information

Title insurance insures you against loss resulting from certain risks to your title.

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.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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.

Your Commitment of 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 (800) 292-5320 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.
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
<table>
<thead>
<tr>
<th>Premium Amount</th>
<th>Rate Rules</th>
<th>Property Type</th>
<th>County Code</th>
<th>Liability at Reissue Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,441.00</td>
<td>2</td>
<td>3</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>1200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3210</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0710</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0810</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0885</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 2 Tab 12

QCT/SADDA Map

NA
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
MFDL Site and Neighborhood Standards

NA
2018 HTC
Full Application

Part 2 Tab 13
Multiple Site Information

NA
2018 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected officials were identified in the *Pre-Application*, and there have been no changes.

(If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Letter</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>County Judge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</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.
2018 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. 
(If above is checked, these forms may be left **BLANK**) 

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
<tr>
<td>5.</td>
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<td></td>
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</tr>
</tbody>
</table>

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.
2018 HTC Full Application

Part 2 Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 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 §10.203 of the Uniform Multifamily Rules, 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): The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

 Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

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 Parts 5 and 6 of the Application are 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 §10.203 of the Multifamily Uniform Rules. 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.

No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4.

Certification

By: ____________________________
Signature of Applicant/Development Owner

[Signature]

Date: 2/21/18

Printed Name

Louie A. Lange III

Notarize on next page
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 21st day of February, 2018.
Development Narrative

1. The proposed Development is: (Check all that apply)
   - New Construction
   - and/or:
     - (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA #   NA   If Acquisition/Rehab or Rehab, original construction year:   NA
   If Reconstruction, Units Demolished   NA   Units Reconstructed   NA
   If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. The Target Population will be:
   - General

   Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.

   If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

   Elderly Preference is based on funding from:

3. Staff Determinations regarding definitions of development activity obtained?
   - If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

   Briefly describe the proposed Development, including any relevant information not already identified above.

   The development site is located on the west side of Mustang Drive and north of SE Ave E within the city limits of the City of Andrews in Andrews County, Texas. The Avenue Commons parcel is currently zoned Single Family (SF), and rezoning will be required.

   Avenue Commons Apartments serve the general population and will consist of 60 units mix of one, two, and three bedroom apartments in 3 buildings, and a separate Clubhouse which will serve as the leasing office and amenity center.

   Storm water detention will not be required. Runoff can be directed on-site and discharged directly to adjacent storm water drainage channels located on the east and south sides of the subject property. Development of the project will require the following off-site improvements: Extension of SE 6thSt, 6-inch water line from SE Ave. E to SE 4th street, 10-inch water line along SE Ave E, 12-inch sanitary sewer along SE Mustang Drive, and 10-inch sanitary sewer along SE Ave E, concrete curb and gutter and hot-mix asphalt pavement at entrances on Mustang Drive and SE Ave E.

   If a revised form is submitted, date of submission: 
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>Interest Rate (%)</th>
<th>Amortization (Years)</th>
<th>Permanent Term (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$750,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. §11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)
Identify any and all set-asides the application will be applying under with an “x”.
Set-Asides can not 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>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td></td>
<td>USDA</td>
</tr>
<tr>
<td></td>
<td>CHDO</td>
</tr>
<tr>
<td></td>
<td>SH/SH</td>
</tr>
</tbody>
</table>

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? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: NA and TDHCA funding source: NA
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) & (B), the term “qualified low income housing development” means any project or residential rental 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.
- X 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.

If a revised form is submitted, date of submission: ________________________
2018 HTC
Full Application

Part 3 Tab 18

Development Activities Part I
Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>7</td>
</tr>
</tbody>
</table>

   Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**

   **A. Unit Sizes**
   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     | Bedroom Size | Square Footage |
     |--------------|----------------|
     | 0            | 500            |
     | 1            | 600            |
     | 2            | 800            |
     | 3            | 1,000          |
     | 4            | 1,200          |
   
   OR:
   - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

   **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
   - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

   **Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)**

   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.
     - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(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 §10.101(b)(8)(B).
Development Activities Part II
1. Size and Quality of Units (Competitive HTC Applications only) [$11.9(b)]

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
  - Points claimed: 8

<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 tenant;
  - Points claimed: 7

  "Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 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."

- * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [$13.6(e) and (f)]

- 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 40% 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.

3. Income Levels of Tenants (Competitive HTC Applications only) [$11.9(c)(1)]

- Total Number of Units at 50% or less of AMGI
  - 14
- Number of 30% Units used to score points under $11.9(c)(2)*
  - CHECK YOUR MATH!
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
  - 4
- Percentage of 30% Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - 10
- 20.00% Percentage used for calculation of eligible points under §11.9(c)(1)

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - Points Claimed: 16

- Developments proposed in all other areas.
  - Points Claimed: 16

- * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.

4. Rent Levels of Tenants (Competitive HTC Applications only) [$11.9(c)(2)]

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
  - Points Claimed: 0

- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or
  - Points Claimed: 0

- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or
  - Points Claimed: 11

- At least 5% of all low-income Units at 30% or less of AMGI
  - Points Claimed: 0

5. Tenant Services (Competitive HTC Applications and Direct Loan Applications) [$11.9(c)(3) and §13.6(d)]

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit
  - Points Claimed: 0

- All other Developments
  - Points Claimed: 9
The 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.

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select only one scoring scenario below:

A  
- Applicant or Affiliate Owns or Controls an **Existing Development** that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §§8.3 and 10 TAC 8.4)
  
  - Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

B  
- If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program
  
  - Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;
  
  - Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

C  
- If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. **MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.
  
  - Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor *(please explain)*

---

**Application is seeking points for Tenant Populations.**
<table>
<thead>
<tr>
<th></th>
<th>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✗ Development is requesting Pre-Application Points.</td>
</tr>
<tr>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
</tr>
<tr>
<td></td>
<td>✗ Development will maintain a 35 year Affordability Period.</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
</tr>
<tr>
<td></td>
<td>Application requests points for Historic Preservation.</td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
</tr>
<tr>
<td></td>
<td>Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
</tr>
<tr>
<td></td>
<td>Application is eligible for five (5) points.</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
</tr>
<tr>
<td></td>
<td>✗ Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
</tr>
<tr>
<td></td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
Tenant Populations with Special Housing Needs
Section 811 Explanation

This Application is unable to score points and meet the requirements of subparagraph (A).

The Applicant does not have an Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs.

Louie A. Lange III

2/21/18
Date
2018 HTC
Full Application

Part 3 Tab 20

Existing Development Information

NA
2018 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
2018 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]
(If development is scattered site, consult staff.)

- **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, stating sizes, etc.
  - identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
  - clearly delineates the flood plain boundary lines or states there is no floodplain
  - identifies all easements, regardless of how they are held
  - indicates placement of detention/retention pond(s) or states there are no detention ponds
  - indicates the location and number of parking spaces, garages and carports
  - indicates the location and number of accessible parking spaces (review application webinar)
  - includes information regarding local parking requirements
  - indicates compliant accessible routes
  - includes a unit and building type table matrix that indicates the distribution of accessible Units
  - describes if applicable how flood mitigation or other required mitigation will be accomplished.

- **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, porches and patios, and any other square footage not included in NRA
  - location of accessible units

- **Common Building** floor plans should include the following, building by building:
  - tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
  - tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
  - tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
  - tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)
  - NA For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

- **Unit floor plans for each type of Unit**
  - 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
  - All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

- **Elevations for each side of each building type** and must include:
  - a percentage estimate of the exterior composition of each elevation
  - roof pitch
  - NA Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
## Project Information

### Clubhouse SF Breakdown

<table>
<thead>
<tr>
<th>Type</th>
<th>Unit Net SF</th>
<th>Total Unit Net SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Bed</td>
<td>668</td>
<td>16,388</td>
</tr>
<tr>
<td>2-Bed</td>
<td>900</td>
<td>18,000</td>
</tr>
<tr>
<td>3-Bed</td>
<td>1,080</td>
<td>21,288</td>
</tr>
</tbody>
</table>

### Project Requirements

- **Unit Accessibility and Hearing Impaired:**
  - Unit Types: 1-Bed, 2-Bed, 3-Bed
  - Number of type B units: 60 - 3 Bed
  - Number of type A units: 60 - 2 Bed

## Sheet Index

<table>
<thead>
<tr>
<th>Sheet</th>
<th>Title</th>
</tr>
</thead>
</table>
| 1.1a | Building No. 1 Floor Plan
| 1.1b | Building No. 2 Floor Plan
| 1.1c | Building No. 3 Floor Plan
| 1.1d | Building No. 4 Clubhouse Floor Plan
| 2.0a | Building No. 1 & No. 2 - Exterior Building Elevation
| 2.0b | Building No. 3 - Exterior Building Elevation
| 2.0c | Building No. 4 - Clubhouse Exterior Building Elevation
| 5.1 | Enlarged Unit Plans

## Location Map

[Location Map Image]

---

**Project Contacts**

- **Architectural:**
  - Lucus Petrie
  - mt@madesigninc.net
  - (920) 922-8170

- **Civil & Landscape:**
  - Chad Tompkins
  - ct@madesigninc.net
  - (920) 922-8170

---

**Project Information**

- **Clubs House SF Breakdown:**
  - 1-Bed $668
  - 2-Bed $900
  - 3-Bed $1,080

- **Total Unit Types:**
  - 1-Bed 16
  - 2-Bed 30
  - 3-Bed 5
  - Total 51

- **Total Non-Residential SF:**
  - 2,043

- **Total Conditioned Area SF:**
  - 111

- **Mailbox Covered Porch:**
  - 312

- **3-12:**
  - 62

- **54:**
  - 62

---

**Architectural & Civil & Landscape Companies**

- M+A Design, Inc.
  - Fond du Lac, Wisconsin 54935
  - Fax: (920) 922-8171

---

**Commonwealth Companies**

- Commonwealth Companies
  - Andrew, TX
  - Contact:
    - L. Petrie
    - M+A Design, Inc.
    - (920) 922-8170
60 FAMILY UNITS + CLUBHOUSE FOR:
AVENUE COMMONS
SE 6TH AND SE AVE. E
ANDREWS, TX

PROJECT REQUIREMENTS

UNIT ACCESSIBILITY AND HEARING IMPAIRED:

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>NUMBER OF UNITS</th>
<th>ACCESSIBILITY</th>
<th>HEARING IMPAIRED</th>
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</thead>
<tbody>
<tr>
<td>1 BED</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 BED</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 BED</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL UNIT TYPE BREAKDOWN

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>NUMBER OF UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BED</td>
<td>15</td>
</tr>
<tr>
<td>2 BED</td>
<td>25</td>
</tr>
<tr>
<td>3 BED</td>
<td>4</td>
</tr>
</tbody>
</table>

SHEET INDEX

LOCATION MAP
SECOND
FLOOR PLAN - BUILDING #3

FIRST
FLOOR PLAN - BUILDING #3

PROJECT REQUIREMENTS

(A) PERFORMANCE AND PERFORMANCE-RELATED FEATURES REQUIRED FOR DATA AND PHONE; 

(B) LAUNDRY CONNECTIONS; 

(C) EXHAUST/VENT FANS (VENTED TO THE OUTSIDE) IN THE BATHROOMS; 

(F) ENERGY-STAR RATED REFRIGERATOR; 

(G) OVEN/RANGE; 

(J) ENERGY-STAR RATED LIGHTING IN ALL UNITS WHICH MAY INCLUDE COMPACT FLUORESCENT OR LED LIGHT BULBS; 

(K) PLUMBING FIXTURES MUST MEET PERFORMANCE STANDARDS OF TEXAS HEALTH AND SAFETY CODE, CHAPTER 372; 

(L) ALL AREAS OF THE UNIT (EXCLUDING EXTERIOR STORAGE SPACE ON AN OUTDOOR PATIO/BALCONY) MUST HAVE HEATING AND AIR-CONDITIONING; AND 

(M) ADEQUATE PARKING SPACES CONSISTENT WITH LOCAL CODE, UNLESS THERE IS NO LOCAL CODE, IN WHICH CASE THE REQUIREMENT WOULD BE ONE AND A HALF (1.5) SPACES PER UNIT FOR NON-ELDERLY DEVELOPMENTS AND ONE (1) SPACE PER UNIT FOR ELDERLY DEVELOPMENTS. THE MINIMUM NUMBER OF REQUIRED SPACES MUST BE AVAILABLE TO THE TENANTS AT NO COST.
UNIT #3 FLOOR PLAN
2 BED, 1 BATH - TYPE 'B' / STANDARD

UNIT #2 FLOOR PLAN
1 BED, 1 BATH - TYPE 'B' / STANDARD

UNIT #1 FLOOR PLAN
1 BED, 1 BATH - TYPE 'B' / STANDARD

UNIT #5 FLOOR PLAN
3 BED, 2 BATH - TYPE 'B' / STANDARD

UNIT #4 FLOOR PLAN
2 BED, 1 BATH - TYPE 'B' / STANDARD

FLOOR PLAN NOTES:
- ALL UNITS ACCESSED BY THE GROUND FLOOR OR BY ELEVATION WILL COMPLY WITH THE VISITABILITY SYSTEM THROUGHOUT PUBLIC AND COMMON USE AREAS
- VERIFY KNOX BOX REQUIREMENTS AND LOCATIONS WITH THE FIRE DEPARTMENT.

PROJECT REQUIREMENTS:
- ALL BEDROOMS, THE DINING ROOM AND LIVING ROOM IN UNITS MUST BE WIRED WITH CURRENT CABLING TECHNOLOGY FOR DATA AND PHONE;
- LAUNDRY CONNECTIONS;
- EXHAUST/VENT FANS (VENTED TO THE OUTSIDE) IN THE BATHROOMS;
- SCREENS ON ALL OPERABLE WINDOWS;
- DISPOSAL AND ENERGY-STAR RATED DISHWASHER (NOT REQUIRED FOR USDA; REHABILITATION DEVELOPMENTS EXEMPT FROM DISHWASHER IF ONE WAS NOT ORIGINALLY IN THE UNIT);
- BLINDS OR WINDOW COVERINGS FOR ALL WINDOWS;
- AT LEAST ONE ENERGY-STAR RATED CEILING FAN PER UNIT;
- ENERGY-STAR RATED LIGHTING IN ALL UNITS WHICH MAY INCLUDE COMPACT FLUORESCENT OR LED LIGHT BULBS;
- PLUMBING FIXTURES MUST MEET PERFORMANCE STANDARDS OF TEXAS HEALTH AND SAFETY CODE, CHAPTER 372;
- ALL AREAS OF THE UNIT (EXCLUDING EXTERIOR STORAGE SPACE ON AN OUTDOOR PATIO/BALCONY) MUST HAVE SPACE PER UNIT FOR ELDERLY DEVELOPMENTS. THE MINIMUM NUMBER OF REQUIRED SPACES MUST BE AVAILABLE TO
- COVERED ENTRIES;
- SELF-CLEANING OR CONTINUOUS CLEANING OVENS;
- LOADNG WASHER AND DRYER IN REQUIRED ACCESSIBLE UNITS;
- 14 SEER HVAC (OR GREATER) OR FOR REHABILITATION (EXCLUDING RECONSTRUCTION) WHERE SUCH SYSTEMS ARE
- BUILT-IN (RECESSED INTO THE WALL) SHELVING UNIT;
- THIRTY (30) YEAR ROOF;
- CEILING FANS IN ALL BEDROOMS;
- FURNISHED FITNESS CENTER. EQUIPPED WITH A VARIETY OF FITNESS EQUIPMENT THAT INCLUDES AT LEAST ONE OF THE FOLLOWING FOR EVERY 40 UNITS: STATIONARY BICYCLE, ELLIPTICAL TRAINER, TREADMILL, ROWING MACHINE, UNIVERSAL GYM, MULTI-FUNCTIONAL WEIGHT BENCH, STAIR-CLIMBER, OR OTHER SIMILAR EQUIPMENT. EQUIPMENT COMPUTERS NEEDED) LOADED WITH BASIC APPLICATIONS/PROGRAMS TO ENABLE EMAIL/INTERNET ACCESS, WORD
- BART BARBECUE GRILL AND PICNIC TABLE WITH AT LEAST ONE OF EACH FOR EVERY 50 UNITS;
- FURNISHED COMMUNITY ROOM;
- COVERED ENTRIES;
- SELF-CLEANING OR CONTINUOUS CLEANING OVENS;
- LOADNG WASHER AND DRYER IN REQUIRED ACCESSIBLE UNITS;
- 14 SEER HVAC (OR GREATER) OR FOR REHABILITATION (EXCLUDING RECONSTRUCTION) WHERE SUCH SYSTEMS ARE
- BUILT-IN (RECESSED INTO THE WALL) SHELVING UNIT;
- THIRTY (30) YEAR ROOF;
- CEILING FANS IN ALL BEDROOMS;
- FURNISHED FITNESS CENTER. EQUIPPED WITH A VARIETY OF FITNESS EQUIPMENT THAT INCLUDES AT LEAST ONE OF THE FOLLOWING FOR EVERY 40 UNITS: STATIONARY BICYCLE, ELLIPTICAL TRAINER, TREADMILL, ROWING MACHINE, UNIVERSAL GYM, MULTI-FUNCTIONAL WEIGHT BENCH, STAIR-CLIMBER, OR OTHER SIMILAR EQUIPMENT. EQUIPMENT COMPUTERS NEEDED) LOADED WITH BASIC APPLICATIONS/PROGRAMS TO ENABLE EMAIL/INTERNET ACCESS, WORD
- BART BARBECUE GRILL AND PICNIC TABLE WITH AT LEAST ONE OF EACH FOR EVERY 50 UNITS;
- FURNISHED COMMUNITY ROOM;
2018 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)

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42)((3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>x</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

Development will have: x Fire Sprinklers

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Garage Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor Composition/Wall Height:</th>
<th>% Carpet/ Vinyl/ Resilient Flooring</th>
<th>% Ceramic Tile</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Other</td>
<td>Describe:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Unit Types

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Building Label</th>
<th>Number of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>668</td>
</tr>
<tr>
<td>Unit 2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>656</td>
</tr>
<tr>
<td>Unit 3</td>
<td>2</td>
<td>1</td>
<td>900</td>
<td>11</td>
</tr>
<tr>
<td>Unit 4</td>
<td>2</td>
<td>1</td>
<td>900</td>
<td>6</td>
</tr>
<tr>
<td>Unit 5</td>
<td>3</td>
<td>2</td>
<td>1,080</td>
<td>1</td>
</tr>
<tr>
<td>Unit 6</td>
<td>1</td>
<td>1</td>
<td>668</td>
<td>1</td>
</tr>
<tr>
<td>Unit 7</td>
<td>2</td>
<td>1</td>
<td>900</td>
<td>1</td>
</tr>
<tr>
<td>Unit 8</td>
<td>3</td>
<td>2</td>
<td>1,080</td>
<td>1</td>
</tr>
</tbody>
</table>

Totals: 24 24 12 - - - - - - 60 51,960

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:

Ensure that this number matches your architectural drawings.

Enter 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)

If a revised form is submitted, date of submission:

Net Rentable Square Footage from Rent Schedule

51,960
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 10.101(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>A</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>60</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.5</strong></td>
<td><strong>4</strong></td>
<td><strong>3</strong></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>
</tr>
<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>
</tr>
<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>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></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: ____________________________  Stan Ramaker
Signature                               Printed Name
02-23-2018                               M+A Design Inc.
Date                                    Firm Name (If applicable)
# 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 10.101(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>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (668 SF)</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (900 SF)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,080 SF)</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>3</td>
<td>3.5</td>
<td>3</td>
<td></td>
<td></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>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<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>
</tr>
<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>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></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

4-19-2018
Date

Stan Ramaker
Printed Name

M+A Design, Inc.
Firm Name (If applicable)
**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 10.101(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</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
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<td></td>
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<tr>
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<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</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: ____________________________  Stan Ramaker
Signature                          Printed Name
02-23-2018                        M+A Design Inc.
Date                               Firm Name (If applicable)
**Accessible Hearing/Visual Units Calculation**

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### Hearing/Visual

<table>
<thead>
<tr>
<th>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 (668 SF)</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (900 SF)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
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<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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### EXAMPLE

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
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<td>1</td>
<td>1</td>
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<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>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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By: ________________________  Signature: __________________________

Printed Name: __________________________

Date: 4-19-2018  
Firm Name (If applicable): __________________________
### Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

**Use this chart to indicate number of parking spaces provided.**

Enter the total number of parking spaces.

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

Make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>120 100</td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>120</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300 0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100 0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50 0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
</tr>
<tr>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

*chart above must be completed first*

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td>1</td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td></td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td></td>
</tr>
<tr>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
<td>8</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
</tr>
<tr>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
</tr>
</tbody>
</table>

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 spot 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.

By: [Signature]

Date: 02-23-2018

[Printed Name]

Firm Name (If applicable): M+A Design Inc.
2018 HTC
Full Application

Part 4 Tab 24
Rent Schedule
# Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size," then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

### Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):

Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size [Net Rentable Sq. Ft.]</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>1.0</td>
<td>656</td>
<td>1,312</td>
<td>383</td>
<td>35</td>
<td>696</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>1.0</td>
<td>668</td>
<td>2,672</td>
<td>638</td>
<td>35</td>
<td>2,412</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>11</td>
<td>1.0</td>
<td>668</td>
<td>7,348</td>
<td>766</td>
<td>35</td>
<td>8,041</td>
<td></td>
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<tr>
<td>MR</td>
<td>1</td>
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<td>668</td>
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<td></td>
<td></td>
<td>941</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>1</td>
<td>2.0</td>
<td>900</td>
<td>900</td>
<td>459</td>
<td>42</td>
<td>417</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>5</td>
<td>2.0</td>
<td>900</td>
<td>4,500</td>
<td>766</td>
<td>42</td>
<td>3,620</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>9</td>
<td>2.0</td>
<td>900</td>
<td>900</td>
<td>459</td>
<td>42</td>
<td>827</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>1</td>
<td>3.0</td>
<td>1080</td>
<td>1,080</td>
<td>531</td>
<td>58</td>
<td>472</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
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<td>3.0</td>
<td>1080</td>
<td>10,800</td>
<td>1,062</td>
<td>58</td>
<td>1,004</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Rent Schedule

<table>
<thead>
<tr>
<th>%</th>
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<th>1</th>
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### Calculation

- **Non Rental Income**: $0.00 per unit/month for: late/app fees and retained deposits $600
- **TOTAL NONRENTAL INCOME**: $10.00 $600
- **POTENTIAL GROSS MONTHLY INCOME**: $10.00 $51,077
- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% $3,331
- **Rental Concessions (enter as a negative number)**
- **EFFECTIVE GROSS MONTHLY INCOME**: $47,746

\[ \times 12 = \text{EFFECTIVE GROSS ANNUAL INCOME} \]

\[ 566,955 \]

If a revised form is submitted, date of submission:
### Rent Schedule (Continued)

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<thead>
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<th>% of Total</th>
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<tbody>
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<td>TC30%</td>
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</tr>
<tr>
<td>TC40%</td>
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<tr>
<td>TC50%</td>
<td>20%</td>
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<tr>
<td>TC60%</td>
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<tr>
<td>HTC Li Total</td>
<td>50</td>
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<tr>
<td>EO</td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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<tr>
<td>MRB Li Total</td>
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<td>MRBMR Total</td>
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<td>MR Total</td>
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<tr>
<td>Direct Loan Total</td>
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<table>
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<tr>
<th>% of Li</th>
<th>% of Total</th>
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<tbody>
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<td>OTHER</td>
<td>Total OT Units</td>
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| ACQUISITION + HARD | Cost Per Sq Ft | $103.70 |
| HARD             | Cost Per Sq Ft | $103.70 |
| BUILDING         | Cost Per Sq Ft | $89.47 |

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.
## Utility Allowances [§10.614]

Applicant must attach to this form as documentation 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. 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.

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<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
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<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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<td>$18</td>
<td>$19</td>
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<td>$16</td>
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<td>Tenant</td>
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<td>$4</td>
<td>$6</td>
<td>$7</td>
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<tr>
<td>Water</td>
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<tr>
<td>Sewer</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
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<td></td>
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<tr>
<td>Other</td>
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<td></td>
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</tr>
<tr>
<td>Total Paid by Tenant</td>
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<td></td>
<td>$-</td>
<td>$35</td>
<td>$42</td>
<td>$58</td>
<td>$-</td>
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</tr>
</tbody>
</table>

*Other (Describe)*

If a revised form is submitted, date of submission: ____________________________
February 28, 2018

Kit Sarai
Sarah Anderson Consulting
Austin, Texas
kit@sarahandersonconsulting.com

RE: 2018 HTC Application – proposed site located in Andrews, Texas

HTC File#: 18347

Dear Mr. Sarai:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2018 Housing Tax Credit (“HTC”), located in Andrews, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 28, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-2330, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Compliance Administrator
<table>
<thead>
<tr>
<th>Locality</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
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<td>Larger Apartment Bldgs. (5+ units)</td>
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### Utility or Service

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<td>Bottled Gas</td>
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<tr>
<td>Electric Resistance</td>
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<tr>
<td>Electric Heat Pump</td>
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<td>Fuel Oil</td>
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<tr>
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<td>Other</td>
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<tr>
<td><strong>Other Electric</strong></td>
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<td>Fuel Oil</td>
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<td><strong>Water</strong></td>
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<tr>
<td><strong>Sewer</strong></td>
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</tr>
<tr>
<td><strong>Trash Collection</strong></td>
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<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
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<tr>
<td><strong>Other - specify</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td>$31.60</td>
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</table>

**Total Allowance (Rounded Up):**

- $32.00
- $35.00
- $42.00
- $58.00
- $113.00
- $171.00
2018 HTC Full Application

Part 4 Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses
- Accounting: $5,636
- Advertising: $1,379
- Legal fees: $2,601
- Leased equipment: $
- Postage & office supplies: $1,448
- Telephone: $3,122
- Other: Bank charges & computer/software: $2,695
- Other: Travel, meals/entertainment, training: $1,119

Total General & Administrative Expenses: $18,000

### Management Fee:
- Percent of Effective Gross Income: 6.00%
- $34,017

### Payroll, Payroll Tax & Employee Benefits
- Management: $29,011
- Maintenance: $32,807
- Other: benefits and taxes: $19,432

Total Payroll, Payroll Tax & Employee Benefits: $81,250

### Repairs & Maintenance
- Elevator: $
- Exterminating: $6,011
- Grounds: $19,236
- Make-ready: $10,219
- Repairs: $7,334
- Pool: $
- Other: describe: $

Total Repairs & Maintenance: $42,800

### Utilities (Enter Only Property Paid Expense)
- Electric: portfolio: $8,800
- Natural gas: $
- Trash: portfolio: $7,200
- Water/Sewer: portfolio: $20,000
- Other: describe: $

Total Utilities: $36,000

### Annual Property Insurance:
- Rate per net rentable square foot: $0.40
- Andrews: $21,000

### Property Taxes:
- Published Capitalization Rate: 10.00%
- Source: Andrews
- Annual Property Taxes: $59,164
- Payments in Lieu of Taxes: $

Total Property Taxes: $59,164

### Reserve for Replacements:
- Annual reserves per unit: $300
- Andrews: $18,000

### Other Expenses
- Cable TV: $
- Supportive Services (Staffing/Contracted Services): $3,600
- TDHCA Compliance fees: $2,000
- TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only): $
- Security: $

Total Other Expenses: $5,600

### TOTAL ANNUAL EXPENSES
- Expense per unit: $5264
- Expense to Income Ratio: 55.71%

### NET OPERATING INCOME (before debt service)
- Andrews: $251,123

### Annual Debt Service
- PR Mortgage & Investments: $203,669
- MIP: $9,110

Total Annual Debt Service: $212,779

### NET CASH FLOW
- Andrews: $38,345

If a revised form is submitted, date of submission: ___________
Operating Account, nor shall Management Agent be obligated to incur any extraordinary liability or obligation unless Owner shall furnish Management Agent with the necessary funds for the discharge thereof. If Management Agent shall voluntarily advance any amount of its own funds on behalf of Owner for the payment of any obligation or necessary expense connected with the maintenance or operation of the Project or otherwise, Owner shall reimburse Management Agent therefor within 30 calendar days.

SECTION 9
COMPENSATION & REIMBURSEMENT

9.1 Compensation. Management Agent shall be compensated for its services under this Agreement by monthly fees, to be paid out of the Operating Account. Such fees will accrue on the first day of each month of the agreement. The management fee will be six (6%) percent of the Gross Revenues collected. Compensation (including fringe benefits) payable to the Management Agent's off-site managerial, bookkeeping, and clerical personnel, as well as all local, state, and Federal taxes and assessments incident to the employment of such personnel will be borne solely by the Management Agent and not paid from the Development Operating Account or treated as a Development expense.

9.2 Reimbursement. Management Agent shall be reimbursed from the Operating Account for reimbursable expenses incurred by Management Agent in connection with management, operation, repair, and maintenance of the Project to the extent that Management Agent is entitled to incur such expenses under this Agreement, except to the extent that such expenses are to be borne by the Management Agent under this Agreement or are appropriately characterized as “overhead” expenses. Reimbursable Expenses for purposes of this Agreement include: (i) fees payable to independent and unaffiliated professionals for services in connection with the Project, such as attorneys, accountants, contractors, architects and engineers, (ii) costs of repairs and maintenance to the Project and (iii) costs of office supplies, postage, (iv) all other such bona fide expenses of a similar character incurred pursuant to this Agreement. Expenses that shall be treated as non-reimbursable “overhead” include, without limitation: (i) off-site office rent, (ii) telephone charges, and (iii) travel costs. Management Agent shall maintain statements of all such Reimbursable Expenses, together with receipts and/or statements verifying payment thereof, for inspection by Owner.

Complete document is saved in the application file under REA Requests For Information (18347 Avenue Commons RFI #1 response received 5-30-18). GK

Management Company is a related entity.
### 18347 Avenue Commons

**PAYROLL**

<table>
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<th>Position</th>
<th>Regular Rate</th>
<th>Reg. Hours</th>
<th>O/T Hours</th>
<th>Full Time</th>
<th>Total Pay</th>
<th>D/F</th>
<th>Full Time</th>
<th>Total Pay</th>
<th>Annual Wages</th>
<th>FICA</th>
<th>Medicare</th>
<th>FUTA</th>
<th>Medical</th>
<th>SUI</th>
<th>Work Comp</th>
<th>Total Taxes</th>
<th>Total Comp</th>
<th>Last Review</th>
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<td></td>
<td>Rate</td>
<td>IA</td>
<td>6.30%</td>
<td>29,300.00</td>
</tr>
<tr>
<td>Medicare</td>
<td>1.45%</td>
<td>IN</td>
<td>2.63%</td>
<td>9,500.00</td>
</tr>
<tr>
<td>FUTA</td>
<td>0.60%</td>
<td>OK</td>
<td>1.58%</td>
<td>17,700.00</td>
</tr>
<tr>
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<td>Rate with a 5% Estimated Increase</td>
<td>OK</td>
<td>1.58%</td>
<td>17,700.00</td>
</tr>
<tr>
<td>Medical Insurance</td>
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<td>MI</td>
<td>16.73%</td>
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<tr>
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<td>MI</td>
<td>16.73%</td>
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</tr>
<tr>
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<td>4.20%</td>
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<tr>
<td>Workers Comp Managers</td>
<td>2.53%</td>
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<tr>
<td>Workers Comp Maint.</td>
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<td>NY</td>
<td>1.74%</td>
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<td>Rate with a 5% Estimated Increase</td>
<td>NY</td>
<td>1.74%</td>
<td>32,000.00</td>
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</table>

**Notes:**
- **WI:** 4.78% with a 5% Estimated Increase
- **IA:** 6.30% with a 5% Estimated Increase
- **IN:** 2.63% with a 5% Estimated Increase
- **OK:** 1.58% with a 5% Estimated Increase
- **MI:** 16.73% with a 5% Estimated Increase
- **LA:** 3.41% with a 5% Estimated Increase
- **IL:** 6.30% with a 5% Estimated Increase
- **NY:** 1.74% with a 5% Estimated Increase
<table>
<thead>
<tr>
<th>INCOME</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>$605,724</td>
<td>$617,838</td>
<td>$630,195</td>
<td>$642,799</td>
<td>$655,655</td>
<td>$723,896</td>
<td>$799,240</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$7,200</td>
<td>$7,344</td>
<td>$7,491</td>
<td>$7,641</td>
<td>$7,794</td>
<td>$8,605</td>
<td>$9,500</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$612,924</td>
<td>$625,182</td>
<td>$637,686</td>
<td>$650,440</td>
<td>$663,449</td>
<td>$732,501</td>
<td>$808,740</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($45,969)</td>
<td>($46,889)</td>
<td>($47,826)</td>
<td>($48,763)</td>
<td>($49,709)</td>
<td>($54,939)</td>
<td>($60,656)</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>$566,955</td>
<td>$578,294</td>
<td>$589,860</td>
<td>$601,657</td>
<td>$613,690</td>
<td>$677,563</td>
<td>$748,085</td>
</tr>
</tbody>
</table>

| EXPENSES                                  |          |          |          |          |          |          |          |
| General & Administrative Expenses         | $18,000  | $18,540  | $19,096  | $19,669  | $20,259  | $23,486  | $27,227  |
| Management Fee                            | $34,017  | $34,698  | $35,392  | $36,099  | $36,821  | $40,654  | $44,885  |
| Payroll, Payroll Tax & Employee Benefits  | $81,250  | $83,688  | $86,198  | $88,784  | $91,448  | $106,013 | $122,898 |
| Repairs & Maintenance                     | $42,800  | $44,084  | $45,407  | $46,769  | $48,172  | $55,844  | $64,739  |
| Electric & Gas Utilities                  | $8,800   | $9,064   | $9,336   | $9,616   | $9,904   | $11,482  | $13,311  |
| Water, Sewer & Trash Utilities           | $27,200  | $28,016  | $28,856  | $29,722  | $30,614  | $35,490  | $41,142  |
| Annual Property Insurance Premiums        | $21,000  | $21,630  | $22,279  | $22,947  | $23,636  | $27,400  | $31,764  |
| Property Tax                              | $50,164  | $60,939  | $62,767  | $64,650  | $66,590  | $77,196  | $89,491  |
| Reserve for Replacements                  | $18,000  | $18,540  | $19,096  | $19,669  | $20,259  | $23,486  | $27,227  |
| Other Expenses                            | $5,600   | $5,768   | $5,941   | $6,119   | $6,303   | $7,307   | $8,471   |
| TOTAL ANNUAL EXPENSES                     | $315,831 | $324,966 | $334,368 | $344,045 | $354,006 | $408,357 | $471,154 |
| NET OPERATING INCOME                      | $251,123 | $253,328 | $255,492 | $257,612 | $259,684 | $269,206 | $276,931 |

| DEBT SERVICE                              |          |          |          |          |          |          |          |
| First Deed of Trust Annual Loan Payment    | $203,669 | $203,669 | $203,669 | $203,669 | $203,669 | $203,669 | $203,669 |
| Second Deed of Trust Annual Loan Payment   | 9,110    | 9,032    | 8,950    | 8,864    | 8,774    | 8,244    | 7,582    |
| Third Deed of Trust Annual Loan Payment    |          |          |          |          |          |          |          |
| Other Annual Required Payment             |          |          |          |          |          |          |          |
| Other Annual Required Payment             |          |          |          |          |          |          |          |
| ANNUAL NET CASH FLOW                      | $38,345  | $40,627  | $42,873  | $45,079  | $47,242  | $57,294  | $65,680  |
| CUMULATIVE NET CASH FLOW                  | $38,345  | $78,972  | $121,845 | $166,924 | $214,166 | $475,505 | $782,940 |
| Debt Coverage Ratio                       | 1.18     | 1.19     | 1.20     | 1.21     | 1.22     | 1.27     | 1.31     |
| Other (Describe)                          |          |          |          |          |          |          |          |
| Other (Describe)                          |          |          |          |          |          |          |          |

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
Printed Name
Phone:
Email:
Date

Signature, Authorized Representative, Syndicator
Printed Name
Date
If a revised form is submitted, date of submission:

The proforma 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.
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.

<table>
<thead>
<tr>
<th>INCOME</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>$605,724</td>
<td>$617,838</td>
<td>$630,195</td>
<td>$642,799</td>
<td>$655,655</td>
<td>$723,836</td>
<td>$799,240</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$7,200</td>
<td>$7,344</td>
<td>$7,491</td>
<td>$7,641</td>
<td>$7,794</td>
<td>$8,605</td>
<td>$9,500</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$612,924</td>
<td>$625,182</td>
<td>$637,686</td>
<td>$650,440</td>
<td>$663,449</td>
<td>$732,501</td>
<td>$808,740</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($45,969)</td>
<td>($46,889)</td>
<td>($47,826)</td>
<td>($48,783)</td>
<td>($49,759)</td>
<td>($54,938)</td>
<td>($60,655)</td>
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<td>Rental Concessions</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$566,955</td>
<td>$578,294</td>
<td>$589,860</td>
<td>$601,657</td>
<td>$613,690</td>
<td>$677,563</td>
<td>$748,085</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$34,017</td>
<td>$34,598</td>
<td>$35,392</td>
<td>$36,099</td>
<td>$36,821</td>
<td>$40,654</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$81,250</td>
<td>$83,688</td>
<td>$86,198</td>
<td>$88,784</td>
<td>$91,448</td>
<td>$106,013</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$42,800</td>
<td>$44,084</td>
<td>$45,407</td>
<td>$46,769</td>
<td>$48,172</td>
<td>$55,844</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$8,800</td>
<td>$9,064</td>
<td>$9,336</td>
<td>$9,616</td>
<td>$9,904</td>
<td>$11,482</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$27,200</td>
<td>$28,016</td>
<td>$28,856</td>
<td>$29,722</td>
<td>$30,614</td>
<td>$35,490</td>
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<td>Annual Property Insurance Premiums</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$27,400</td>
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<td>Property Tax</td>
<td>$59,164</td>
<td>$60,939</td>
<td>$62,767</td>
<td>$64,650</td>
<td>$66,590</td>
<td>$77,196</td>
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<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,600</td>
<td>$5,768</td>
<td>$5,941</td>
<td>$6,119</td>
<td>$6,303</td>
<td>$7,307</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$315,831</td>
<td>$324,966</td>
<td>$334,368</td>
<td>$344,045</td>
<td>$354,006</td>
<td>$408,357</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$251,123</td>
<td>$253,328</td>
<td>$255,492</td>
<td>$257,612</td>
<td>$259,624</td>
<td>$269,206</td>
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<th></th>
<th></th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>9,110</td>
<td>9,032</td>
<td>8,950</td>
<td>8,864</td>
<td>8,774</td>
<td>8,244</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$38,345</td>
<td>$40,627</td>
<td>$42,873</td>
<td>$45,079</td>
<td>$47,242</td>
<td>$57,294</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$38,345</td>
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<td>$121,845</td>
<td>$166,924</td>
<td>$214,166</td>
<td>$475,505</td>
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<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.27</td>
</tr>
</tbody>
</table>

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 $11.96(1) relating to Financial Feasibility)

[Signature] [Printed Name] [Phone: 317-569-7420] [Email: mkaecher@primc.com]
2018 HTC Full Application

Part 4 Tab 28

Offsite Cost Breakdown
Offsite Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction costs, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

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 offsite 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.

**Note: ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
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</thead>
<tbody>
<tr>
<td>12-inch Tapping Saddle and Valve</td>
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<td>3</td>
<td>$ 20,550.00</td>
<td></td>
<td>$ 2,608.84</td>
<td>$ 23,158.84</td>
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<tr>
<td>10-inch C900 Water Line</td>
<td>$ 45.00</td>
<td>625</td>
<td>$ 28,125.00</td>
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<td>$ 3,570.49</td>
<td>$ 31,695.49</td>
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<tr>
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<td>$ 33.00</td>
<td>950</td>
<td>$ 31,350.00</td>
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<td>$ 3,979.91</td>
<td>$ 35,329.91</td>
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<tr>
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<td>$ 70.00</td>
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<td>$ 5,950.00</td>
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<td>$ 755.36</td>
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<td>$ 27,000.00</td>
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<td>$ 3,427.67</td>
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<tr>
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<td>5</td>
<td>$ 31,250.00</td>
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<td>$ 3,967.21</td>
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<tr>
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<td>800</td>
<td>$ 20,000.00</td>
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<td>$ 22,539.01</td>
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<td>$ 72,124.85</td>
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<td>$ 4,000.00</td>
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<tr>
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<td>$ 29,481.13</td>
<td></td>
<td>$ 261,706</td>
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</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name: [NAME]

Date: 2-22-2018

Seal
2018 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**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>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-inch C900 Water Line</td>
<td>$33.00</td>
<td>200</td>
<td>$6,600.00</td>
<td>$</td>
<td>$686.75</td>
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<tr>
<td>10-inch C900 Water Line</td>
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<td>$6,750.00</td>
<td>$</td>
<td>$702.36</td>
<td>$7,452</td>
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<tr>
<td>Fire Hydrant, Valve and Box</td>
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<td>$4,250.00</td>
<td>$</td>
<td>$442.22</td>
<td>$4,692</td>
</tr>
<tr>
<td>12-inch Sewer Line (6-8 feet deep)</td>
<td>$70.00</td>
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<td>$28,000.00</td>
<td>$</td>
<td>$2,913.47</td>
<td>$30,913</td>
</tr>
<tr>
<td>8-inch Sewer Line (6-8 feet deep)</td>
<td>$60.00</td>
<td>150</td>
<td>$9,000.00</td>
<td>$</td>
<td>$936.47</td>
<td>$9,936</td>
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<tr>
<td>Concrete Curb &amp; Gutter</td>
<td>$25.00</td>
<td>1925</td>
<td>$48,125.00</td>
<td>$</td>
<td>$5,007.54</td>
<td>$53,133</td>
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<tr>
<td>1.5-inch Hot-Mix Asphalitic Pavement</td>
<td>$6.00</td>
<td>44000</td>
<td>$264,000.00</td>
<td>$</td>
<td>$27,469.91</td>
<td>$291,470</td>
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<tr>
<td>Site Grading</td>
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<td>3000</td>
<td>$37,500.00</td>
<td>$</td>
<td>$3,901.98</td>
<td>$41,402</td>
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<tr>
<td>Concrete Sidewalk</td>
<td>$10.00</td>
<td>5075</td>
<td>$50,750.00</td>
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<td>$5,280.67</td>
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<td>Total</td>
<td>$454,975.00</td>
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<td>$47,341.37</td>
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<td>$502,316</td>
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</table>
2018 HTC
Full Application

Part 4 Tab 30

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 development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$175,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>$0</td>
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<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$175,000</td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>$20,000</td>
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<tr>
<td>Storm drains &amp; devices</td>
<td>$80,025</td>
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<tr>
<td>Water &amp; fire hydrants</td>
<td>$32,950</td>
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<tr>
<td>Off-site utilities</td>
<td>$64,000</td>
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<tr>
<td>Off-site paving</td>
<td>$4,000</td>
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<tr>
<td>grading</td>
<td>$31,250</td>
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<tr>
<td>manhole</td>
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<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$232,225</td>
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<tr>
<td>Demolition</td>
<td>$37,500</td>
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<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$0</td>
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<tr>
<td>Detention</td>
<td></td>
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<tr>
<td>Rough grading</td>
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<tr>
<td>Fine grading</td>
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<tr>
<td>On-site concrete</td>
<td>$264,000</td>
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<tr>
<td>On-site electrical</td>
<td>$54,600</td>
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<tr>
<td>Decorative masonry</td>
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<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$454,975</td>
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<tr>
<td>Landscaping</td>
<td>$155,000</td>
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<tr>
<td>Pool and decking</td>
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<tr>
<td>Athletic court(s), playground(s)</td>
<td>$25,000</td>
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<tr>
<td>Fencing</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
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</table>
## BUILDING COSTS*

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<thead>
<tr>
<th>Item</th>
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<th>$0</th>
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<tbody>
<tr>
<td>Concrete</td>
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<tr>
<td>Masonry</td>
<td>371,315</td>
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<tr>
<td>Metals</td>
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<td>13,357</td>
<td>13,357</td>
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<tr>
<td>Woods and Plastics</td>
<td>1,194,696</td>
<td>1,194,696</td>
<td>1,194,696</td>
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<td>Thermal and Moisture Protection</td>
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<td>66,817</td>
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<tr>
<td>Roof Covering</td>
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<td>129,559</td>
<td>129,559</td>
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<td>Doors and Windows</td>
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<td>Finishes</td>
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<td>629,165</td>
<td>629,165</td>
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<tr>
<td>Specialties</td>
<td>15,552</td>
<td>15,552</td>
<td>15,552</td>
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<tr>
<td>Equipment</td>
<td>130,895</td>
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<tr>
<td>Furnishings</td>
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<tr>
<td>Special Construction</td>
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<td>100,175</td>
<td>100,175</td>
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<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
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<td>548,624</td>
<td>548,624</td>
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<tr>
<td>Electrical</td>
<td>422,070</td>
<td>422,070</td>
<td>422,070</td>
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<td>Detached Community Facilities/Building</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></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

Subtotal Building Costs

<table>
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<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>$0</th>
<th>After 11.9(e)(2)</th>
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</thead>
</table>

$4,648,668

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

$72.79 psf

$3,782,300

**TOTAL BUILDING COSTS & SITE WORK**

**(including site amenities)**

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<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>$0</th>
<th>After 11.9(e)(2)</th>
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</thead>
</table>

$5,283,643

Contingency 7.00%

$386,111

$309,209

**TOTAL HARD COSTS**

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<tr>
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<th>Before 11.9(e)(2)</th>
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</thead>
</table>

$5,901,979

**OTHER CONSTRUCTION COSTS**

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<tr>
<th></th>
<th>%THC</th>
<th>%EHC</th>
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</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>283,589</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
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</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>94,530</td>
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<tr>
<td>G &amp; A Field (within overhead limit)</td>
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<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>283,589</td>
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</table>

$826,277

**TOTAL CONTRACTOR FEES**

<table>
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<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>$0</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
</table>

$6,728,256

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))

Enter amount to be used to achieve desired score.

$0.00 psf

$5,388,192

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Buildine OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
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<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>175,832</td>
<td>175,832</td>
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<tr>
<td>Architectural - Supervision fees</td>
<td>76,111</td>
<td>76,111</td>
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<tr>
<td>Engineering fees</td>
<td>292,000</td>
<td>292,000</td>
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<tr>
<td>Real estate attorney/other legal fees</td>
<td>190,000</td>
<td>190,000</td>
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<tr>
<td>Accounting fees</td>
<td>15,000</td>
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<tr>
<td>Impact Fees</td>
<td>6,761</td>
<td>6,761</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,000</td>
<td>5,000</td>
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<tr>
<td>Market analysis</td>
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<tr>
<td>Environmental assessment</td>
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<tr>
<td>Soils report</td>
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<tr>
<td>Survey</td>
<td>63,000</td>
<td>63,000</td>
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<tr>
<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
<td>26,913</td>
<td>26,913</td>
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<tr>
<td>Real property taxes</td>
<td>59,164</td>
<td>29,582</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td>90,000</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
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### FINANCING:

#### CONSTRUCTION LOAN(S)

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<th>Amount 1</th>
<th>Amount 2</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
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<td>285,120</td>
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<tr>
<td>Loan origination fees</td>
<td>43,354</td>
<td>43,354</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>23,925</td>
<td>23,925</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>28,000</td>
<td>28,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
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<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal</td>
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<tr>
<td>Bond premium</td>
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</tr>
<tr>
<td>Credit report</td>
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<td></td>
</tr>
<tr>
<td>Discount points</td>
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<td></td>
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<tr>
<td>Credit enhancement fees</td>
<td>29,152</td>
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<tr>
<td>Prepaid MIP</td>
<td>18,220</td>
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<tr>
<td>FHA Processing, Init. &amp; Final Endorse Legal</td>
<td>25,000</td>
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</tr>
<tr>
<td>FHA Plan Review, exam and inspection fee</td>
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#### BRIDGE LOAN(S)

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</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
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</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>$75,000</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$75,000</td>
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<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>$30,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
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<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

**Subtotal Financing Cost**

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<td></td>
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<td></td>
<td>$490,399</td>
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### DEVELOPER FEES

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<td>Profit or fee</td>
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<tr>
<td></td>
<td>$1,029,711</td>
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</table>

**Subtotal Developer Fees**

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<th>Amount</th>
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<tbody>
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<td></td>
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<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$1,029,711</td>
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</tbody>
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### RESERVES

<table>
<thead>
<tr>
<th>Reserve Type</th>
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<tr>
<td>Operating</td>
<td>$109,544</td>
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<tr>
<td>Replacement</td>
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<tr>
<td>Escrows</td>
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**Subtotal Reserves**

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<th>Amount</th>
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<td>$0</td>
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</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
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<th>Amount</th>
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</thead>
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<tr>
<td></td>
<td>$0</td>
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<tr>
<td></td>
<td>$7,894,001</td>
</tr>
</tbody>
</table>

---

*The following calculations are for HTC Applications only.*

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**

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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$7,894,001</td>
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</tbody>
</table>

**Total Adjusted Basis**

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<th>Amount</th>
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<tr>
<td></td>
<td>$10,262,201</td>
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### Applicable Fraction

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<tbody>
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<td>83%</td>
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### Total Qualified Basis

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<td>$0</td>
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<td>$8,530,968</td>
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</table>

### Applicable Percentage

<table>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$767,787</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$767,787</td>
</tr>
</tbody>
</table>

---

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*

**Requested Score for 11.9(e)(2)**

12

Name of contact for Cost Estimate:

**Brent Schumacher**

Phone Number for Contact:

**920-238-3745**

If a revised form is submitted, date of submission:

---
### Contractor's and/or Mortgagor's
**U.S. Department of Housing and Urban Development**
Office of Housing
Federal Housing Commissioner

CMB No. 2502-0044 (exp. 9/30/2014)

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Section 227 of the National Housing Act (Section 128 of the Housing Act of 1954, Public Law 560, 12 U.S.C., 1716c), authorizes the collection of this information. The information is required for a general contractor when an identity of interest exists between the general contractor and the mortgagor or when the mortgagor is a non-profit entity and a cost plus contract has been used. The information is used by HUD to facilitate the advances of mortgage proceeds and their monitoring.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

**Date:** 7/19/2015
**Sponsor:** Mission Village of Monahans, LLC
**Project No.:** 13-35646
**Building Identification:** All Building-Summary
**Location:** 1210 East Sealy Ave., Monahans, Texas

This form represents the Contractors and/or Mortgagor firm costs and services as a basis for disbursing dollar amounts when insured advances are requested. Detailed Instructions for completing this form are included on the reverse side.

<table>
<thead>
<tr>
<th>LINE</th>
<th>DIV</th>
<th>TRADE ITEM</th>
<th>COST</th>
<th>TRADE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>Concrete</td>
<td>560,000</td>
<td>Foundations and slabs</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>Masonry</td>
<td>1,500</td>
<td>Brick Veneer</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>Metals</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>Rough Carpentry</td>
<td>570,000</td>
<td>Lumber and Trusses</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>Finish Carpentry</td>
<td>95,000</td>
<td>Case Work and Hardware</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>Waterproofing</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>Insulation</td>
<td>120,000</td>
<td>Building Insulation</td>
</tr>
<tr>
<td>8</td>
<td>7</td>
<td>Roofing</td>
<td>140,000</td>
<td>Asphalt Shingles Roof</td>
</tr>
<tr>
<td>9</td>
<td>7</td>
<td>Sheet Metal</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>10</td>
<td>8</td>
<td>Doors</td>
<td>155,000</td>
<td>Exterior/Interior Doors, Hardware and Frames</td>
</tr>
<tr>
<td>11</td>
<td>8</td>
<td>Windows</td>
<td>56,000</td>
<td>Aluminum Window Units</td>
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<tr>
<td>12</td>
<td>8</td>
<td>Glass</td>
<td>13,000</td>
<td>Mirrors and Glazing</td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>Lath and Plaster</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>9</td>
<td>Drywall</td>
<td>380,000</td>
<td>Unit Drywall, Mud, Texture</td>
</tr>
<tr>
<td>15</td>
<td>9</td>
<td>Tile Work</td>
<td>5,000</td>
<td>Public Restroom Tile</td>
</tr>
<tr>
<td>16</td>
<td>9</td>
<td>Acoustical</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>17</td>
<td>9</td>
<td>Wood Flooring</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>18</td>
<td>9</td>
<td>Resilient Flooring</td>
<td>60,000</td>
<td>Unit Vinyl Sheet Flooring</td>
</tr>
<tr>
<td>19</td>
<td>9</td>
<td>Painting and Decorating</td>
<td>120,000</td>
<td>Unit Painting</td>
</tr>
<tr>
<td>20</td>
<td>10</td>
<td>Specialties</td>
<td>17,420</td>
<td>Toilet Accessories, Mailboxes</td>
</tr>
<tr>
<td>21</td>
<td>11</td>
<td>Special Equipment</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>22</td>
<td>11</td>
<td>Cabinets</td>
<td>115,000</td>
<td>Unit Cabinetry</td>
</tr>
<tr>
<td>23</td>
<td>11</td>
<td>Appliances</td>
<td>135,000</td>
<td>Unit Appliances</td>
</tr>
<tr>
<td>24</td>
<td>12</td>
<td>Blinds and Shades, Artwork</td>
<td>12,000</td>
<td>Unit Blinds</td>
</tr>
<tr>
<td>25</td>
<td>12</td>
<td>Carpets</td>
<td>60,000</td>
<td>Unit Carpentry</td>
</tr>
<tr>
<td>26</td>
<td>13</td>
<td>Fire Protection</td>
<td>100,000</td>
<td>Unit Fire Protection</td>
</tr>
<tr>
<td>27</td>
<td>14</td>
<td>Elevators</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>28</td>
<td>15</td>
<td>Plumbing and Hot Water</td>
<td>440,000</td>
<td>Unit Plumbing</td>
</tr>
<tr>
<td>29</td>
<td>15</td>
<td>Heat and Ventilation</td>
<td>140,000</td>
<td>Unit HVAC</td>
</tr>
<tr>
<td>30</td>
<td>15</td>
<td>Air Conditioning</td>
<td>110,000</td>
<td>Unit HVAC</td>
</tr>
<tr>
<td>31</td>
<td>16</td>
<td>Electrical</td>
<td>460,000</td>
<td>Unit Electrical</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>Subtotal (Structures)</td>
<td>3,854,920</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td></td>
<td>Accessory Structures</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>Total (Lines 32 &amp; 33)</td>
<td>3,854,920</td>
<td></td>
</tr>
<tr>
<td>LINE</td>
<td>DIV</td>
<td>Trade Item</td>
<td>Cost</td>
<td>Trade Description</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>-----------------------------</td>
<td>--------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>35</td>
<td>2</td>
<td>Earthwork</td>
<td>349,635</td>
<td>Site Excavation and Grading</td>
</tr>
<tr>
<td>36</td>
<td>2</td>
<td>Site Utilities</td>
<td>143,612</td>
<td>Site Storm, Water, Sewer</td>
</tr>
<tr>
<td>37</td>
<td>2</td>
<td>Roads and Walks</td>
<td>300,000</td>
<td>Sidewalks and Roads</td>
</tr>
<tr>
<td>38</td>
<td>2</td>
<td>Site Improvements</td>
<td>10,500</td>
<td>Horseshoe pit/BBQ area/Dumpster enclosures</td>
</tr>
<tr>
<td>39</td>
<td>2</td>
<td>Lawns and Planting</td>
<td>46,680</td>
<td>Landscaping</td>
</tr>
<tr>
<td>40</td>
<td>2</td>
<td>Unusual Site Conditions</td>
<td></td>
<td>Nonsidential and Special Exterior Land Improvement (costs included in trade item breakdown)</td>
</tr>
<tr>
<td>41</td>
<td></td>
<td>Total Land Improvements</td>
<td>850,427</td>
<td>Offsite Costs (costs not included in trade item breakdown)</td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>Total Struct. &amp; Land Improvs.</td>
<td>4,705,347</td>
<td>Description</td>
</tr>
<tr>
<td>43</td>
<td>1</td>
<td>General Requirements</td>
<td>287,677</td>
<td>Curb and Gutter</td>
</tr>
<tr>
<td>44</td>
<td></td>
<td>SUBTOTAL (Lines 42 and 43)</td>
<td>4,993,024</td>
<td>Grading and Paving</td>
</tr>
<tr>
<td>45</td>
<td></td>
<td>Builder's Overhead</td>
<td>95,572</td>
<td>Sign/landscaping</td>
</tr>
<tr>
<td>46</td>
<td></td>
<td>Builder's Profit</td>
<td>287,677</td>
<td>TOTAL $ 46,700</td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>SUBTOTAL (LINES 44 thru 45)</td>
<td>5,376,723</td>
<td>Other Fees</td>
</tr>
<tr>
<td>48</td>
<td></td>
<td>Demolition</td>
<td></td>
<td>(Costs not included in trade item breakdown)</td>
</tr>
<tr>
<td>49</td>
<td></td>
<td>Other Fees</td>
<td>0</td>
<td>Description</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td>Bond Premium</td>
<td>50,565</td>
<td>Description</td>
</tr>
<tr>
<td>51</td>
<td></td>
<td>Total for All Improvements</td>
<td>5,426,838</td>
<td>TOTAL $ 46,700</td>
</tr>
<tr>
<td>52</td>
<td></td>
<td>Builder's Profit Paid by Means Other Than Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td></td>
<td>Total for All Improvements</td>
<td>5,426,838</td>
<td>TOTAL $ 46,700</td>
</tr>
</tbody>
</table>

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 21 U.S.C. 3726, 3702)

Mortgagor
Mission Village of Monahans, LLC
Contractor
Mission Village of Monahans Joint Venture
FHA (Processing Analyst)
FHA (Chief Underwriter)

Instructions for Completing Form HUD-2328

This form is prepared by the contractor and/or mortgagor as a requirement for the issuance of a firm commitment. The firm replacement cost of the project also serves as a basis for the disbursement of dollar amounts when insured advances are requested. A detailed breakdown of trade items is provided along with spaces to enter dollar amounts and trade descriptions.

A separate form is prepared through line 32 for each structure type. A summation of these structure costs are entered on line 32 of a master form. Land improvements, General Requirements and Fees are completed through line 53 on the master 2328 only.

Date-Date form was prepared.
Sponsor-Name of sponsor or sponsoring organization
Project No.-Eight-digit assigned project number.
Building Identification-Number(s) or Letter(s) of each building as designed on plans.
Name of Project-Sponsors designated name of project.
Location-Street address, city and state.
Division-Division numbers and trade items have been developed from the cost accounting section of the uniform system.
Accessory Structures-this item reflects structures, such as: community, storage, maintenance, mechanical, laundry and project office buildings. Also included are garages and carports or other buildings. When the amount shown on line 33 is $20,000.00 or 2% of line 32 whichever is the lesser, a separate form HUD-2328 will be prepared through line 32 for Accessory Structures.

Unusual Site Conditions-This trade item reflects rock excavation, high water table, excessive cut and fill, retaining walls, erosion, poor drainage and other on-site conditions considered unusual.
Cost-Enter the cost being submitted by the Contractor or bids submitted by a qualified subcontractor for each trade item. These costs will include, as a minimum, prevailing wage rates as determined by the Secretary of Labor.
Trade Description-Enter a brief description of the work included in each trade item.
Other Fees-Inlatable fees are to be paid by the Contractor, such as sewer tap fees not included in the plumbing contract. Fees paid or to be paid by the Mortgagor are not to be included on this form.
Total For All Improvements-This is the sum of lines 1 through 50 and is to include the total builder's profit (line 46).
2018 HTC
Full Application

Part 4 Tab 31

Financing Narrative and Summary of Sources and Uses
## Financing Narrative and Summary of Sources and Uses

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>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan Position</th>
<th>Permanent Period</th>
<th>Interest Rate (%)</th>
<th>Amortization (Yrs)</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Loan Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PR Mortgage &amp; Investments</td>
<td>Conventional Loan</td>
<td>$4,335,350</td>
<td>5.25%</td>
<td>1st</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conventional/FHA</td>
<td>$3,644,036</td>
<td>4.75%</td>
<td>1st</td>
<td>$6,599,340</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>1st</td>
<td></td>
</tr>
</tbody>
</table>

**Third Party Equity**

- Richman Group Affordable Housing Corp: HTC $750,000 | 1,649,835 | 6,599,340 | 0.88

**Grant**

- City of Andrews: In Kind Contribution $250

**Deferred Developer Fee**

- Commonwealth: Direct Loan Match $380,603

**Other**

Total Sources of Funds $9,625,221 | 10,624,229

**TOTAL HOUSING DEVELOPMENT COSTS** $10,624,229

---

**INSTRUCTIONS:** Describe the sources 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). For Local Government Financing, specify the status of the Financing Reserve Fund (FRF). For PR Mortgage & Investments, specify the status of the project as of date of Application.

Describe the replacement reserves: Annual replacement reserves will be $300/unit. Additionally, $169,544 in up-front replacement reserves will be required, as will $145,761 in rent-up reserves.

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:}
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.

Signature, Authorized Representative, Construction or Permanent Lender

Matthew Kaerecher

Printed Name

Date

Telephone: 317-969-2420

Email address: m.kaerecher@pmhc.com

If a revised form is submitted, date of submission: 
2018 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2018 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds

NA
2018 HTC Full Application

Part 4 Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

**Self Score Total:** 108

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

**Name of the Local Political Subdivision providing the funding:**

- **City of Andrews**

- **X** 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.

- **X** 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.

- **X** 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.

**Total Points Claimed:** 1

### 2. Financial Feasibility (§11.9(e)(1))

- **☐** Eligible Pro-Forma and letter stating the Development is financially feasible.

- **X** Eligible Pro-Forma and letter stating Development and Principals are acceptable.

**Total PointsClaimed:** 18

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- **☐** Percent of Units restricted to serve households at or below 30% of AMGI

- **☐** HTC funding request as a percent of Total Housing Development Cost

**Percent of Units restricted to serve households at or below 30% of AMGI:** 6.67%

**HTC funding request as a percent of Total Housing Development Cost:** 7.06%

**Eligibility for points:**

- **☐** Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding

- **☐** Housing Tax Credit Request

- **☐** Housing Tax Credit Request

- **☐** Housing Tax Credit Request

* Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
2018 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
**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)
- 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
2018 HTC Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 26, 2018

Mr. Craig Alter
Vice President of Development
The Commonwealth Companies
11612 Bee Caves Road, Bldg. 2, Ste 152
Austin, TX 78738

Re: Avenue Commons
Financing Proposal

Dear Mr. Alter:

P/R Mortgage & Investment Corp. recognizes that Avenue Commons is a Low-Income Housing Tax Credit development located in Andrews, TX. We expressly acknowledge that the development will be subject to specific income limits and the 40-60 set aside.

It is our understanding that Avenue Commons will consist of sixty (60) units, providing affordable rental housing to families, subject to various special use restrictions:

- Four (4) units will be set aside for those earning at or below thirty percent (30%) of the Andrews County area median income.
- Ten (10) units will be set aside for those earning at or below fifty percent (50%) of the Andrews County area median income.
- Thirty-six (36) units will be set aside for those earning at or below sixty percent (60%) of the Andrews County area median income.
- Ten (10) units will be set aside as unrestricted units.

P/R Mortgage will provide construction financing through its Parent Merchants Bank of Indiana for Avenue Commons under the following terms and conditions:

| Borrower: | Avenue Commons Apartments, LLC |
| Loan Amount: | $4,335,350 |
| Interest Rate: | Floating 325 Basis Points over the 30-Day LIBOR (estimated 5.25%) |
| Term: | 30 Months |
| Amortization: | Interest Only |
| Financing Fee: | 1.00% |
| Collateral: | Assignment of future tax credit equity installments after initial closing and assignment of additional GP interest as acceptable by HUD. |

P/R Mortgage will provide permanent financing for Avenue Commons under the following terms and conditions concurrent with the **FHA 221(d)(4) program**: 


BORROWER: Avenue Commons Apartments, LLC
LOAN AMOUNT: $3,644,036
INTEREST RATE: Estimated 4.75%
TERM: 40 Years
AMORTIZATION: 40 Years
FINANCING FEE: 2.00%
COLLATERAL First mortgage on the subject parcel(s) and all improvements including sixty (60) rental units known as Avenue Commons.

Anticipated costs are as follows (projected and subject to change):
- Initial MIP: $18,220 (2 yrs)
- Legal Fee: $25,000
- Application Fee: $10,932
- 3rd Party Reports: $40,000

Other sources include:
- Tax credit equity from The Richman Group Affordable Housing Corporation in the amount of $6,599,340
- Deferred developer fee of $380,602
- $250.00 City of Andrews contribution

The attached 15-year pro forma was prepared by the Applicant for Avenue Commons located in Andrews, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PR Mortgage & Investments’ current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Avenue Commons Apartments, LLC and its Principals. At this time, PR Mortgage & Investments has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

This proposal is subject to the borrower’s ability to obtain and syndicate IRS Section 42 Low-Income Housing Tax Credits for the development, in an amount and under terms satisfactory to P/R Mortgage & Investment Corp. and the following conditions:

1. Final review and approval of the financial forecasts;

2. Final review and approval of plans and specifications;

3. Review and approval of appraisal and environmental reports;
4. Completion of constructions and satisfactory inspection by an authorized architect as approved by P/R Mortgage & Investment Corp.;

5. Verification of funding of equity and any other funding sources;

6. Full due diligence and approval by P/R Mortgage & Investment Corp.

Please understand this is a letter of intent to provide financing and is not a commitment. Thank you for the opportunity to participate in this development.

Sincerely,

Matthew E. Kaercher, Senior Vice President
P/R Mortgage & Investment Corp.

Accepted and agreed to this 28th day of February, 2018.

Louie A. Lange, Ill, President, The Commonwealth Companies
# 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 pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</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>$605,724</td>
<td>$617,838</td>
<td>$630,195</td>
<td>$642,799</td>
<td>$655,655</td>
<td>$723,836</td>
<td>$799,240</td>
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<tr>
<td>Secondary Income</td>
<td>$7,200</td>
<td>$7,344</td>
<td>$7,491</td>
<td>$7,641</td>
<td>$7,794</td>
<td>$8,605</td>
<td>$9,500</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$612,924</td>
<td>$625,182</td>
<td>$637,686</td>
<td>$650,440</td>
<td>$663,449</td>
<td>$732,501</td>
<td>$808,740</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($45,969)</td>
<td>($46,889)</td>
<td>($47,826)</td>
<td>($48,783)</td>
<td>($49,759)</td>
<td>($54,938)</td>
<td>($60,656)</td>
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<tr>
<td>Rental Concessions</td>
<td>0</td>
<td></td>
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<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$566,955</td>
<td>$578,294</td>
<td>$589,860</td>
<td>$601,657</td>
<td>$613,690</td>
<td>$677,563</td>
<td>$748,085</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
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<tr>
<td>Management Fee</td>
<td>$34,017</td>
<td>$34,598</td>
<td>$35,392</td>
<td>$36,099</td>
<td>$36,821</td>
<td>$40,654</td>
<td>$44,885</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$81,250</td>
<td>$83,688</td>
<td>$86,198</td>
<td>$88,784</td>
<td>$91,448</td>
<td>$105,013</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$42,800</td>
<td>$44,084</td>
<td>$45,407</td>
<td>$46,769</td>
<td>$48,172</td>
<td>$50,644</td>
<td>$64,739</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$8,800</td>
<td>$9,064</td>
<td>$9,336</td>
<td>$9,616</td>
<td>$9,904</td>
<td>$11,482</td>
<td>$13,311</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$27,220</td>
<td>$28,016</td>
<td>$28,856</td>
<td>$29,722</td>
<td>$30,614</td>
<td>$35,490</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$24,400</td>
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<td>Property Tax</td>
<td>$59,164</td>
<td>$60,939</td>
<td>$62,767</td>
<td>$63,350</td>
<td>$65,900</td>
<td>$77,196</td>
<td>$89,491</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
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<tr>
<td>Other Expenses</td>
<td>$5,600</td>
<td>$5,768</td>
<td>$5,941</td>
<td>$6,119</td>
<td>$6,303</td>
<td>$7,307</td>
<td>$8,471</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$315,831</td>
<td>$324,966</td>
<td>$334,368</td>
<td>$344,045</td>
<td>$354,006</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$251,123</td>
<td>$253,328</td>
<td>$255,492</td>
<td>$257,612</td>
<td>$259,684</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>9,110</td>
<td>9,032</td>
<td>8,950</td>
<td>8,864</td>
<td>8,774</td>
<td>8,244</td>
<td>7,582</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
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<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>$38,345</td>
<td>$40,627</td>
<td>$42,873</td>
<td>$45,079</td>
<td>$47,242</td>
<td>$57,294</td>
<td>$65,680</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$38,345</td>
<td>$79,072</td>
<td>$121,845</td>
<td>$166,924</td>
<td>$214,166</td>
<td>$475,505</td>
<td>$782,940</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
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<td>1.31</td>
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<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

[Signature]

Printed Name: __________________________

Phone: 317-569-7920
Email: akascher@primel.com
<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$50,000</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
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</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$50,000</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
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<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
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<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$50,000</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
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<tr>
<td>PR Mortgage &amp; Investments</td>
<td>Conventional</td>
<td>$4,335,350</td>
<td>5.25%</td>
<td>1st</td>
<td>$6,599,340</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
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<tr>
<td></td>
<td>Conventional/FHA</td>
<td>$3,649,036</td>
<td>4.75%</td>
<td>1st</td>
<td>$5,649,036</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
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<tr>
<td>Third Party Equity</td>
<td>Richman Group Affordable Housing Corporation</td>
<td>$750,000</td>
<td>1,649,835</td>
<td>$6,599,340</td>
<td>0.88</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>City of Andrews</td>
<td>In Kind Contribution</td>
<td>$250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Commonwealth</td>
<td>$380,603</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td>$380,603</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Sources of Funds</td>
<td>$9,629,221</td>
<td>$10,624,229</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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 reserve placements. 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).

Construction financing will be provided by PR Mortgage & Investments in the form of a construction loan. The construction loan will be in the amount of $4,335,350 and will carry a 30 month term. The interest rate on the construction loan will be equal to floating 325 basis points over the 30-day LIBOR, currently estimated to be 5.75%. PR Mortgage & Investments will also provide the permanent financing for the project in the form of a FHA loan. The FHA loan will be in the amount of $3,649,036 at an interest rate of 4.75%, not including an MIP rate of 0.25%. The FHA loan will carry a 40 year term and be amortized over 40 years. Equity will be provided by Richman Group Affordable Housing Corp. The Richman Group will provide a total equity contribution of $6,599,340, based on a syndication rate of 0.88. The Richman Group will provide 25% of the equity during construction, or $1,649,835. The City of Andrews will provide a local funding contribution of $250 which will go towards the reduction of the required equity and reserves.

Describe the replacement reserves:
Annual replacement reserves will be $300/unit. Additionally, $169,544 in replacement reserves will be required, as will $145,761 in rent-up reserves.

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):
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.

Signature, Authorized Representative, Construction or Permanent Lender: [Signature]

Matthew Kaehner
Printed Name

317-869-7420
Telephone:

mkaehner@pmic.com
Email address:

2-28-2018
Date

If a revised form is submitted, date of submission: [ ]
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 23, 2018

Craig Alter
Commonwealth Development Corporation
11612 Bee Caves Road, Bldg 2, Suite 152
Austin, TX 78738

Re: Avenue Commons Apartments, Andrews, TX

Dear Mr. Alter:

The Richman Group Affordable Housing Corporation ("TRG") is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits ("Low-Income Housing Tax Credits") pursuant to Section 42 of the Internal Revenue Code of 1986 (the "Tax Code") by investing in limited liability companies that own such apartment complexes.

You have advised us that Avenue Commons Apartments MM, LLC (the "Managing Member") has formed Avenue Commons Apartments, LLC, a Texas limited liability company (the "Company"), which intends to construct a multi-family apartment complex in Andrews, TX (the "Apartment Complex").

TRG is pleased to provide you with this letter of intent for the acquisition by an affiliated limited partnership, which will be sponsored by TRG ("Investor"), of a 99.99% membership interest in the Company, subject to the terms and conditions hereof. Upon the execution of this letter, TRG will commence its due diligence review and will hold an initial investment committee meeting. Upon approval of the initial investment committee TRG will continue its due diligence and will seek an investor to acquire the membership interest. Receipt of initial investment committee approval is not, and should not be construed as, an indication that the transaction will receive final investment committee approval. Only upon (i) the receipt of final investment committee approval, (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor, will the parties execute an amended and restated operating agreement of the Company in the Investor's standard form (the "Operating Agreement") which is expected to have terms similar to the operating agreement for Station Square, LLC, admitting the Investor to the Company. Commonwealth Development Corporation of America, Commonwealth Construction Corporation and Commonwealth Management Corp. (collectively, the "Guarantor") will guarantee the Managing Member's obligations to the Investor.

1. **Financing**: Financing of the Apartment Complex will be subject to Investor approval. You have informed us that the Apartment Complex will receive a first mortgage loan from a conventional lender in the anticipated amount $3,644,036 with an interest rate not to exceed 4.75% per annum, a term of 40 years and principal payments based on a 40-year amortization schedule. To the extent that a change in financing structure changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The Managing Member must deliver any required approval of the admission of the Investor to
the Company prior to such admission (the "Closing"). The preparation, filing and processing of such application and all costs and expenses thereof, shall be the sole responsibility of the Managing Member and/or the Company. All loan documents shall provide that notices of default and foreclosure shall be sent to the Managing Member, as well as to the Investor.

2. **Capital Contributions of the Investor:** The amounts and timing of the installments described in the “Capital Contribution” as set forth below reflect current market conditions and an income tax rate to the Investor of 21%. The Capital Contribution may be adjusted prior to Closing to reflect rising interest rates or other changing market conditions and the Investor’s then-current yield requirements. Subject to the terms and conditions set forth herein and in the Operating Agreement, the Investor will make capital contributions to the Company in the total amount of **$6,599,340** (the “Capital Contribution”) including amounts payable under Section 15 as set forth below.

<table>
<thead>
<tr>
<th>Installment No.</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>25%</td>
<td>$1,649,835</td>
</tr>
<tr>
<td>No. 2</td>
<td>45%</td>
<td>$2,969,703</td>
</tr>
<tr>
<td>No. 3</td>
<td>10%</td>
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<tr>
<td>No. 4</td>
<td>15%</td>
<td>$989,901</td>
</tr>
</tbody>
</table>

**Installment No. 1:** Paid at Closing.

**Installment No. 2:**

Paid upon the latest of:

(i) Completion of construction of the Apartment Complex, as certified by the contractor for the Apartment Complex (the "Contractor") and the architect for the Apartment Complex (the “Architect”), and receipt of temporary or permanent certificates of occupancy for all units;

(ii) Receipt of a payoff letter from the Contractor which states that upon receipt of Installment No. 2 the contract will be paid in full by Installment No. 2, excluding amounts for remaining approved punch list items, or the Contractor will defer any amounts owed to it until receipt of Installment No. 3;

(iii) Receipt of an estoppel letter from each lender to the Company; and

(iv) July 1, 2019.

**Installment No. 3:**

Paid upon the latest of:

(i) Achievement of 93% qualified occupancy by tenants who qualify under Section 42 and who are paying rents (net of concessions) that are at least equal to the Monthly Gross Aggregate Rents as set forth on Attachment A;

(ii) Receipt of permanent certificates of occupancy for all units if not previously provided;

(iii) Receipt of an estoppel letter from each lender to the Company; and

(iv) January 1, 2019.

**Installment No. 4:**

Paid upon the latest of:

(i)
(i) Achievement of 100% qualified occupancy by tenants who qualify under Section 42 and who are paying rents (net of concessions) at least equal to the Monthly Gross Aggregate Rents as set forth on Attachment A;

(ii) Achievement of “Breakeven Operations” (as defined below);

(iii) Final closing of all permanent loans to the Company, which may occur simultaneously and out of the payment of this Installment;

(iv) Funding of the “Operating Reserve” described below in Paragraph 7, which may be funded simultaneously and out of this Installment;

(v) Receipt of draft Low-Income Housing Tax Credit certification by the Accountants other than Form 8609 and review and approval of such by Cohn Reznick on behalf of the Investor (the cost of the Reznick review will be paid by the Investor);

(vi) Receipt of an estoppel letter from each lender to the Company; and

(vii) April 1, 2020.

Installment No. 5:

Paid upon the latest of: (5%) $329,968

(i) Receipt of Form 8609 for each building in the Apartment Complex;

(ii) Receipt of final Low-Income Housing Tax Credit certification by the Accountants and review and approval of such by Cohn Reznick on behalf of the Investor (the cost of the Reznick review will be paid by the Investor);

(iii) Receipt of an estoppel letter from each lender to the Company; and

(iv) April 1, 2020.

Total Equity to Company (including amounts payable under Section 15 below): $6,599,340

Installment No. 4 will only be released upon the achievement of Breakeven Operations. "Breakeven Operations" is generally defined as the earlier of the following: (i) the date upon which income from the normal operation of the Apartment Complex, received on a cash basis, for each of three (3) consecutive calendar months ending not prior to the month before Final Closing occurs, less all mandatory debt service payments that would be due for each month if Final Closing had occurred, exceeds all accrued operational costs for each month or, if the above is not verifiable for such three (3) month period, (ii) the date upon which income from the normal operation of the Apartment Complex (as reported under GAAP) equals or exceeds all operational costs (as reported under GAAP), as evidenced by an audited financial statement for a 12 month period prepared by the accountants of the Company. In addition, Breakeven Operations shall not have occurred unless, at the end of such three (3) month period, the Company shall have (i) sufficiently funded segregated reserves to pay one (1) year’s property insurance premiums (minus any prepaid premiums on the existing insurance policy and amounts to be escrowed monthly with the first mortgage lender prior to the end of the current policy period) and, unless there is a PILOT, the next full installment of real estate taxes payable (minus any prepaid taxes with respect to such installment and amounts to be escrowed monthly with the first mortgage lender prior to the due date of the next installment of real estate taxes) and (ii) liquid assets not committed to the payment of any other expense or reserve fund in an amount sufficient to pay (a) one (1) month’s mandatory debt service payment, if any, plus (b) any other accrued unpaid expenses. It is our
understanding that there is a budgeted rent-up reserve in the amount of $150,000 and funds remaining in this reserve at the time that Installment No. 4 is requested may be counted toward such liquid asset requirements.

3. **Adjuster Clause:** The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits of $750,000 ("LIHTC") which in turn is based upon certain of the assumptions and projections provided herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the LIHTC, the Capital Contribution will be adjusted as set forth in the following paragraph and as will be more particularly set forth in the Operating Agreement.

If the final amount of Low-Income Housing Tax Credits ("Final LIHTC") is greater or less than the LIHTC then the Capital Contribution shall be adjusted so that the ratio of the Capital Contribution attributable to the Low-Income Housing Tax Credits divided by the Final LIHTC allocable to Investor is equal to 88.00% ("LIHTC Ratio") which is based on pricing of $0.88 per LIHTC to the Investor. However, in the case of an increase, such increase in Capital Contribution will take place only if the Investor has funds available which are not committed otherwise. If the Investor does not have funds available to pay for the higher amount of Low-Income Housing Tax Credits, then the Investor's interest in the Company will be adjusted downward accordingly, but in no event below a 90% interest. If the adjustment would result in an adjustment below 90% then TRG shall endeavor to cause an affiliated investment partnership to purchase an interest in the Company, but shall have no liability if it is unable to do so.

4. **Timing Differences:** In the event that the actual Final Reported Credit for 2020 is more or less than 23.33% of the LIHTC or for 2021 is more or less than 23.33% of the LIHTC or for 2022 is less than 100.00% of the LIHTC (or LIHTC as adjusted pursuant to paragraph 2 above) then the Capital Contribution of the Investor Member to the Company shall be increased or decreased, as appropriate (a "Timing Change"), by an amount sufficient to maintain an Internal Rate of Return to the Investor Member equal to a rate agreed upon at Closing; such adjustment to be based upon the methodology assuming for this purpose that (i) the amount and timing of projected losses and deductions and (ii) the timing of the Capital Contributions will be fixed at the amounts shown in the projections attached to the Operating Agreement. With respect to the calculation of the losses in the parenthetical above, the Investor Member shall, for the years in which it has sufficient tax information, make the calculation for those years using the lesser of the actual losses or the projected losses. In the years in which there is not sufficient tax information to calculate actual losses, the projected losses shall be used. In the event that the Timing Change exceeds the then unpaid Capital Contribution of the Investor Member, the Managing Member shall pay to the Investor Member, immediately upon demand, the amount by which the Timing Change exceeds such then unpaid Capital Contributions. In the event that the Timing Change and/or the LIHTC Ratio adjuster described in Paragraph 3 results in an increase in the Capital Contribution, such combined increase will be capped at 5% of the original Capital Contribution.

5. **Cash Flow Distributions:** Cash flow of the Company after expenses and debt service will be distributed, to the extent available, according to the following priority:

   - **First:** to pay any credit adjuster due;
   - **Second:** a priority asset management fee distribution to the Investor in the amount of $3,000 annually;
   - **Third:** to pay any deferred development fee to the developer plus interest accrued at 4.0% per annum;
   - **Fourth:** to repay any operating deficit loans made by the Managing Member;
Fifth: remaining amounts split 10% to the Investor and 90% to the Managing Member.

6. Sale or Refinance: Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

First: Expenses of the sale and refinancing and satisfaction of underlying financing plus any other third-party obligations and debts;

Second: Return of the outstanding balance of any operating deficit loans previously made by the Managing Member (See Guarantees); and

Third: Balance of proceeds split 10% to the Investor, 90% to the Managing Member.

7. Guarantees: The Managing Member and the Guarantor shall jointly and severally guarantee the following:

(A) Against recapture of the Low-Income Housing Tax Credits for 15 years except for recapture caused by (i) subsequent changes in the Tax Code or (ii) transfers of the Investor’s interest in the Company.

(B) The payment in full of all costs and expenses of the acquisition and construction of the Apartment Complex in excess of the proceeds of all the construction period sources of funds and any operating deficits prior to the achievement of Breakeven Operations.

(C) To fund operating deficits for a five (5) year period (the “Operating Deficit Period”) from the later of Breakeven Operations or funding of the permanent mortgage loan up to a maximum of 6 months of operating expenses, replacement reserve deposits and mandatory debt service, estimated to be $255,305 (the “Operating Deficit Guaranty”). The Operating Deficit Period shall be deemed extended until (x) the Managing Member has provided the Investor with evidence that the Company has sufficient cash reserves to pay any accrued expenses as of the expiration of the Operating Deficit Period and (y) the Apartment Complex has achieved the “DSC Requirement” as hereinafter defined. The “DSC Requirement” means that the Apartment Complex has demonstrated a debt service coverage ratio of 1.15:1 for year five of the Operating Deficit Period. If the Apartment Complex has not demonstrated a 1.15:1 debt service coverage for such year the Operating Deficit Period will be extended until the Apartment Complex demonstrated a 1.15:1 debt service coverage over a 12-month period. For purposes of the Operating Deficit Guaranty, the term “Operating Deficits” shall include amounts withdrawn from the reserve for replacements for non-capital costs during such five (5) year period. A further assurance will be an agreement by the managing agent for the Apartment Complex, typically the Managing Member or an affiliate, (the “Managing Agent”) to (i) defer and accrue its management fee, if necessary, to prevent a default under the permanent mortgage loan and (ii) to defer its fee to the extent necessary to avoid an Operating Deficit. If the Managing Agent elects not to defer its fee pursuant to subparagraph (ii) above, it must send a notice to the Managing Member and the Investor offering to resign. If no such notice is sent, the Managing Agent will be deemed to have ratified its agreement to defer its fee. If a notice is sent refusing to defer its fee, such refusal shall be grounds for removal of the Managing Agent.

The Company shall fund an operating reserve in the amount of the Operating Deficit Guaranty, estimated at $255,305 (the “Operating Reserve”) prior to or out of payment of Installment No. 4. Withdrawals made from the Operating Reserve after the achievement of Breakeven Operations will count toward fulfillment of the Operating Deficit Guaranty described in the preceding paragraph. However, withdrawals from the Operating Reserve during the Operating Deficit Period may not drop the balance of the Operating Reserve below 50% of the amount originally funded. The Operating Deficit Guaranty Period shall be extended until such time that the Operating Reserve has been replenished to a balance of no less than the amount originally funded.

An amount of up to 1/15th of the Operating Reserve may be withdrawn each year to fund Operating Deficits, if any, provided however that notice of such withdrawal must be provided to the Investor.
The consent of the Investor in its reasonable discretion shall be required for any withdrawal exceeding 1/15th of the Operating Reserve. Upon termination of the Operating Deficit Period, if the remaining balance in the Operating Reserve exceeds an amount equal to one third of the actual operating expenses and mandatory debt service during the final year of the Operating Deficit Period, then any remaining funds in excess of such amount shall be released as Net Cash Flow.

(D) Repurchase of the Investor’s interest in the Company by payment to the Investor of the full amount of the gross Capital Contribution paid to such date, if the Managing Member fails to (i) place the Apartment Complex in service by December 31, 2020, (ii) complete Final Closing by December 31, 2020, (iii) achieve at least 70% of the aggregate projected LIHTC as set forth herein or (iv) achieve Breakeven Operations within 24 months of Substantial Completion (to be defined in the Operating Agreement) of the Apartment Complex.

8. **Representations and Warranties:** The Managing Member shall provide the representations and warranties to the Investor more particularly set forth in the Operating Agreement and currently has no basis to believe that such representations and warranties cannot be given at Closing. The Managing Member shall be obligated to recertify to the continued truth and accuracy of such representations and warranties at the time of each installment of capital contributions.

9. **Duties and Obligations:** The Managing Member shall be obligated to assume the duties and obligations as are set forth in the Operating Agreement.

10. **Legal Opinions:** The Managing Member shall cause the attorneys for the Company to provide the legal opinions more particularly set forth in the Operating Agreement.

11. **Sale or Conversion:** Beginning 15 years from the date of the closing of the permanent mortgage loan, if the Investor requests the Managing Member to sell the Apartment Complex, the Managing Member will consent, provided such sale meets the approval of the lender and applicable tax credit agency. In the event the Managing Member does not consent to a sale at that time, the Managing Member will be granted an option to purchase the Apartment Complex at fair market value (as restricted by the uses mandated by the lender and the Tax Credit Agency). In the event that the Managing Member chooses not to exercise this purchase option, the Investor shall reserve the right to: (i) sell its interest in the Company to the Managing Member for $1 or (ii) transfer its membership in the Company to an affiliated entity. Provided however, a qualified non-profit Managing Member or its qualified non-profit designee will be granted a right of first refusal to purchase the Apartment Complex at the “Minimum Purchase Price” as defined in Section 42(i)7 of the Internal Revenue Code of 1986 and in accordance with requirements mandated by the lender and the Tax Credit Agency.

12. **Accountants and Financial Reporting:** The “Accountants” for the Company shall be SVA Certified Public Accountants, S.C., Tidwell Group, Baker Tilly Virchow Krause, LLP, or Rubin Brown, or such other firm acceptable to the Investor. Financial information will be required to be submitted to the Investor by the 25th day after the end of each quarter, for the first three calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the Managing Member in draft form by February 15 of each year and in final form by February 28 of each year.

13. **Removal Rights:** The Investor shall have the right to remove the Managing Member for cause as will be set forth in the Operating Agreement. No removal right without cause shall exist.

14. **Indemnity:** In the Operating Agreement the Managing Member shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the Managing Member or their agents set forth in any document delivered by the Managing Member or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Company and the execution of the Operating Agreement.
15. **Reserve Requirements**: The Company will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) $300 per unit per year, or (ii) the amount utilized in the underwriting of the mortgage loans by the lenders. The Investor may require that additional reserves be funded to cover potential cash deficiencies. The Operating Deficit Guaranty shall be increased by amounts withdrawn from the reserve for replacements for non-capital cost items during the Operating Deficit Period.

16. **Due Diligence**: TRG and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Company. As a condition of closing, the Company shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) engineering report by an engineer acceptable to the Investor and (iii) a Phase 1 environmental report. The Company shall bear the costs of Investor's, market study, engineering review and other syndication costs and Investors legal counsel, subject to a maximum of $—–$. A sample (but not exhaustive) list of due diligence documents shall be forward upon receipt of a fully executed copy of this letter of intent. Additionally, approval of this transaction is subject to satisfaction and completion of due diligence (including site visit, review, and final investment committee approval) by both the Investor and TRG, and receipt by the Company of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

17. **Title Insurance**: The Managing Member shall provide, at Company expense, title insurance in favor of the Company in an amount not less than the sum of (i) all mortgage loans, and (ii) the amount of the Capital Contribution with only those exceptions as may be approved by Investor.

18. **Execution of Operating Agreement**: As a condition to the Closing, the Managing Member will execute the Operating Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.

19. **Hazard and Liability Insurance**: As a condition to receipt of Installment No. 1 of Capital Contributions, the Company shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than $5,000,000.

20. **Escrows**: To the extent not required by any mortgage lender, the Company shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.

21. **Payment and Performance Bond or Letter of Credit**: The Contractor shall provide one of the following (i) payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the general contract naming the Company as obligee issued by a bonding company acceptable to Investor (ii) a letter of credit in the amount of not less than 15% of the general contract issued by a bank acceptable to Investor or (iii) a guarantee of the Contractor (or its principal) with a net worth of not less than $5,000,000. TRG will endeavor to have the Investor waive the payment and performance bond or letter of credit requirement and in lieu of these items accept payment and performance bonds from subcontractors to be determined.

22. **Brokers**: Any and all fees due to any broker involved in this transaction will be the responsibility of the Managing Member. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the Managing Member, its principals and TRG. You further acknowledge and agree that neither TRG nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor’s investment in the Project unless otherwise specifically agreed to in writing by TRG.
If the above is acceptable to the Managing Member, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within thirty (30) days, this letter shall be considered withdrawn and shall be of no further force or effect.

Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Operating Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the Managing Member (i) fails to negotiate the Operating Agreement or other closing documents in good faith and/or (ii) offers the membership interest contemplated hereby to a third party, then the Managing Member shall be obligated to reimburse Investor and/or TRG for all fees, costs and expenses incurred by Investor and/or TRG in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

The Closing of the acquisition of the membership interest is subject to the availability of funds and the ability of TRG to identify an Investor. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut. This agreement shall not create any liability on the part of TRG or the Investor. All rights and obligation of the Investor shall be set forth in the Operating Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Operating Agreement to the Managing Member.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of TRG, the Investor, the Managing Member and/or the Company with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by TRG’s counsel. No oral agreements shall ever be binding on TRG and/or the Investor.

*Signatures on following page*
Sincerely,

The Richman Group Affordable Housing Corporation

By:  
Name: Richard McCauley  
Title: Executive Vice President

Agreed to and accepted as of  
FEBRUARY 26, 2018  
by the undersigned

By: Avenue Commons Apartments, LLC, a Texas limited liability company
By: Avenue Commons Apartments MM, LLC, its managing member

By:  
Name: Louis A. Lange III  
Title: Managing Member

Avenue Commons LOI.doc
# Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (e.g. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</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>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</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>
<td>$0</td>
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<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
<td>$0</td>
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<tr>
<td>PR Mortgage &amp; Investments</td>
<td>Conventional Loan</td>
<td>$4,335,350</td>
<td>5.25%</td>
<td>3rd</td>
</tr>
<tr>
<td></td>
<td>Conventional/FHA</td>
<td>$3,644,036</td>
<td>4.75%</td>
<td>1st</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Richman Group Affordable Housing</td>
<td>$790,000</td>
<td>1,649,835</td>
<td>$6,399,340</td>
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<tr>
<td>Grant</td>
<td>City of Andrews</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Commonwealth</td>
<td>$380,603</td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Sources of Funds</td>
<td>$9,629,221</td>
<td>$10,624,229</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Uses of Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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).

Construction financing will be provided by PR Mortgage & Investments in the form of a construction loan. The construction loan will be in the amount of $4,335,350 and will carry a 30 month term. The interest rate on the construction loan will be equal to floating 325 basis points over the 30-day LIBOR, currently estimated to be 5.25%. PR Mortgage & Investments will also provide the permanent financing for the project in the form of a FHA loan. The FHA loan will be in the amount of $3,644,036 at an interest rate of 4.75%, not including an MIP rate of 0.25%. The FHA loan will carry a 40 year term and be amortized over 40 years. Equity will be provided by Richman Group Affordable Housing Corp. The Richman Group will provide a total equity contribution of $6,399,340, based on a syndication rate of 0.88. The Richman Group will provide 25% of the equity during construction, or $1,649,835. The City of Andrews will provide a local funding contribution of $250 which will go towards the reduction in equity.

Describe the replacement reserves:

Annual replacement reserves will be $300/unit. Additionally, $169,544 in up-front replacement reserves will be required, as will $145,761 in rent-up reserves.

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):
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.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: ____________________________

Email address: ____________________________

If a revised form is submitted, date of submission: ________________

Richard McCauley

Signature, Authorized Representative, Syndicator

Printed Name

Date

Executive Vice President, The Richman Group Affordable Housing Corporation

Telephone: (203) 869-0900 ext. ________________

Email address: mccauleyr@richmancapital.com
# 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.

<table>
<thead>
<tr>
<th>INCOME</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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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$605,724</td>
<td>$617,838</td>
<td>$630,195</td>
<td>$642,799</td>
<td>$655,655</td>
<td>$723,896</td>
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<td>Secondary Income</td>
<td>$7,200</td>
<td>$7,344</td>
<td>$7,491</td>
<td>$7,641</td>
<td>$7,794</td>
<td>$8,605</td>
<td>$9,500</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$612,924</td>
<td>$625,182</td>
<td>$637,686</td>
<td>$650,440</td>
<td>$663,449</td>
<td>$732,501</td>
<td>$808,740</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($45,969)</td>
<td>($46,889)</td>
<td>($47,826)</td>
<td>($48,783)</td>
<td>($49,759)</td>
<td>($54,938)</td>
<td>($60,656)</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>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$566,955</td>
<td>$578,294</td>
<td>$589,860</td>
<td>$601,657</td>
<td>$613,690</td>
<td>$677,563</td>
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<table>
<thead>
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<th>EXPENSES</th>
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<th></th>
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<th></th>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
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<td>Management Fee</td>
<td>$34,017</td>
<td>$34,698</td>
<td>$35,392</td>
<td>$36,099</td>
<td>$36,821</td>
<td>$40,654</td>
<td>$44,855</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$81,250</td>
<td>$83,688</td>
<td>$86,198</td>
<td>$88,784</td>
<td>$91,448</td>
<td>$106,013</td>
<td>$122,898</td>
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<td>Repairs &amp; Maintenance</td>
<td>$42,800</td>
<td>$44,084</td>
<td>$45,407</td>
<td>$46,769</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$8,800</td>
<td>$9,064</td>
<td>$9,336</td>
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<td>$9,904</td>
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<td>$13,311</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$27,200</td>
<td>$28,016</td>
<td>$28,856</td>
<td>$29,722</td>
<td>$30,614</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
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<tr>
<td>Property Tax</td>
<td>$59,164</td>
<td>$60,939</td>
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<td>$66,590</td>
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<td>Reserve for Repairs</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
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<tr>
<td>Other Expenses</td>
<td>$5,600</td>
<td>$5,768</td>
<td>$5,941</td>
<td>$6,119</td>
<td>$6,303</td>
<td>$7,307</td>
<td>$8,471</td>
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<td>TOTAL ANNUAL EXPENSES</td>
<td>$315,831</td>
<td>$324,966</td>
<td>$334,368</td>
<td>$344,045</td>
<td>$354,006</td>
<td>$408,357</td>
<td>$471,154</td>
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<td>NET OPERATING INCOME</td>
<td>$251,123</td>
<td>$253,328</td>
<td>$255,492</td>
<td>$257,612</td>
<td>$259,684</td>
<td>$269,206</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
<td>$203,669</td>
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<tr>
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<td>9,110</td>
<td>9,032</td>
<td>8,950</td>
<td>8,864</td>
<td>8,774</td>
<td>8,244</td>
<td>7,582</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<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>$38,345</td>
<td>$40,627</td>
<td>$42,873</td>
<td>$45,079</td>
<td>$47,242</td>
<td>$57,294</td>
<td>$65,680</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
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<td>$121,845</td>
<td>$166,924</td>
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<td>$475,505</td>
<td>$782,940</td>
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<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.27</td>
<td>1.31</td>
</tr>
</tbody>
</table>

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*

*Printed Name*

*Phone:*

*Email:*
Richard McCauley
Signature, Authorized Representative, Syndicator

Executive Vice President,
The Richman Group Affordable Housing Corporation

Date
2/28/18

Printed Name
Richard McCauley

If a revised form is submitted, date of submission:
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
RESOLUTION 682

RESOLUTION OF SUPPORT
TDHCA APPLICATION
PROPOSED AVENUE COMMONS AFFORDABLE HOUSING PROJECT

WHEREAS, a primary objective of the Andrews City Council has been to develop a viable community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Andrews desires to increase the availability, financial accessibility, and support for safe, decent, and affordable housing to enhance the quality of life for economically disadvantaged citizens; and

WHEREAS, there is a need for affordable housing for the City of Andrews' citizens of modest means; and

WHEREAS, the City of Andrews understands that the applicant is eligible for these incentive; and

WHEREAS, Commonwealth Development Corporation has proposed a development for affordable rental housing at the northwest corner of SE Mustang Drive and SE Ave E, bounded on the north by SE 4th Street and on the west by SE 6th Street, named Avenue Commons Apartments in the City of Andrews; and

WHEREAS, Commonwealth Development Corporation intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Low Income Housing Tax Credit Program funds for the Avenue Commons Apartments;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANDREWS, TEXAS:

This resolution affirms the City of Andrews' support for the above named development; and

FURTHER, the City of Andrews has contributed $250 of value in the form of a tap fee waiver, will work with the developer in the platting process to abandon unneeded right-of-ways to allow for the development of said property.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 8th day of February 2018.

Flora Braly, Mayor

ATTEST:

Sara Copeland, City Secretary
February 8, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18347 (Avenue Commons)

Dear Mr. Irvine:

I am writing this letter to confirm contribution of development funding by the City of Andrews for the Avenue Commons apartment development. The City of Andrews has contributed $250 in the form of a tap fee waiver. This funding is for the benefit of the development.

Sincerely,

[Signature]
Scott Wallace
Assistant City Manager
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
2018 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
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:**
   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - 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
   - 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:** CANNOT BE LESS THAN 5%
     - **Cash flow from operations:** CANNOT BE LESS THAN 5%
     - **Developer Fee:** CANNOT BE LESS THAN 5%
     - **Total:** 0.00%

   - The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.

   - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance

   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 0

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**
   - 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.

   - 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.

   - No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   - 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:** 1

   **Total Points Claimed:** 1
2018 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[Signature]

Director, Exempt Organizations

Enclosure: Publication-4221-PC
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

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<tr>
<th>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
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</thead>
<tbody>
<tr>
<td>81-1178984</td>
<td>Better Education for All Inc.</td>
<td>Flower Mound</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>82-3169817</td>
<td>Better Everything Surrounding Thyself Foundation</td>
<td>Channelview</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>81-5234840</td>
<td>Better Family for Health and Relationship Services</td>
<td>Richmond</td>
<td>TX</td>
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<td>PC</td>
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<tr>
<td>76-0440195</td>
<td>Better Houston</td>
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<td>TX</td>
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<td>PC</td>
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<tr>
<td>45-5622817</td>
<td>Better Life Activity Center Inc.</td>
<td>Houston</td>
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<td>United States</td>
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<tr>
<td>37-1025192</td>
<td>Better Life Foundation Inc.</td>
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<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>46-5679660</td>
<td>Better Parks for Galveston</td>
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<td>TX</td>
<td>United States</td>
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<td>35-2322333</td>
<td>Better Promises</td>
<td>Dallas</td>
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<td>United States</td>
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<td>46-2209019</td>
<td><strong>Better Texans Foundation</strong></td>
<td>Fort Worth</td>
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<td>20-1903514</td>
<td>Better Understanding of Down Syndrome</td>
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<td>75-2129909</td>
<td>Better Way Restoration Ministry Inc.</td>
<td>Arlington</td>
<td>TX</td>
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<tr>
<td>47-2039261</td>
<td>Betterment of Community</td>
<td>Mount Vernon</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>74-2920996</td>
<td>Building A Better World</td>
<td>San Antonio</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<td>27-1671906</td>
<td>Camp Better America Inc.</td>
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<td>TX</td>
<td>United States</td>
<td>PC</td>
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<td>74-2071160</td>
<td>Coalition of Texans With Disabilities Inc.</td>
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<td>74-3017895</td>
<td>College for All Texans Foundation</td>
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<td>TX</td>
<td>United States</td>
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<td>47-1899699</td>
<td>Committee for A Better Galena Park</td>
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<td>TX</td>
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<td>75-2082918</td>
<td>Consumer Education Foundation of Better Business Bureau at Ft Worth</td>
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<td>D Town Texans Community Outreach Inc.</td>
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<td>PC</td>
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<td>26-4607676</td>
<td>Dallas Can Do Better</td>
<td>Dallas</td>
<td>TX</td>
<td>United States</td>
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<td>45-3935217</td>
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<td>Heath</td>
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<td>46-3550185</td>
<td>Education Reach for Texans</td>
<td>Flowermound</td>
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<td>27-1553324</td>
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<td>11-3081306</td>
<td>For A Better World Inc.</td>
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</table>
2018 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation Statements
**On-Site Nonprofit Tenant Services During Development’s Affordability Period**

The Avenue Commons will engage Better Texans Foundations as its on-site nonprofit tenant services provider. The Developer will work with the service provider to create a robust tenant services program that meets the tenants’ specific needs. It is anticipated that they will provide initial services such as:

- Health and nutrition courses
- Notary services
- Exercise classes
- Arts and crafts activities
- Social events
- Home chore services
- Title IV-A programs
- Other activities allowed under Section 10.619 of Subchapter A

As residents lease units and more specific needs are identified, the Developer will continue to work with the service provider to update services as necessary.

Confirmation of provision of services, anticipated fees, experience of the nonprofit provider, and their nonprofit status are attached.
February 21, 2018

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

Re: Tenant Supportive Services
Avenue Commons
Andrews, TX
TDHCA #18347

To Whom It May Concern:

Better Texans Foundation is a non-profit tenant services coordinator that serves apartment complexes that have received low-income housing tax credit funding. Better Texans Foundation is able to offer coordination and documentation services to Avenue Commons in Andrews, TX should they received a tax credit award.

We anticipate that the initial services would include: health and nutrition courses, notary services, exercise classes, arts & crafts activities, social events, home chore services and Title IV-A programs. While we have found that residents generally benefit from and participate in these types of activities, the programs would be subject to change to other qualified programs under §10.619 of Subchapter A, based on the needs and availability at Avenue Commons.

Our fee structure is based on the number of units in a complex. Our standard fee is $60 per unit per year. The fee is prorated and billed/paid monthly.

If you should have any problems or questions, please feel free to contact me.

Sincerely,

Aubrea Hance

Digitally signed by Aubrea A. Hance
Date: 2018.02.21 10:37:28 -06'00'
Better Texans Services is a resident services provider for low-income housing properties. Created in 2008 specifically to coordinate empowerment services for residents at apartment communities, Better Texans strives to provide quality service at an affordable rate. Our mission is to provide residents opportunities to gain the knowledge and skills they need to change their lives and improve their communities.

It is our goal to provide these opportunities to property owners by coordinating services through onsite distance-learning, local third-party providers and onsite computer-based training. By doing this we are able to match expertise in an area with the needs of individual complexes. At the heart of our efforts is the commitment to maintain clear, concise evidence that the LURA requirements have been met both technically and in the spirit intended. We provide the following for each of the LURA requirements of the tax credit complex:

1. Access to educational material
2. Assistance encouraging participation
3. Assistance with scheduling
4. “Class Flyers” for tenant notification
5. Methods and confirmation of recording evidence that the service was provided

Better Texans currently serves 53 complexes, 4,766 units in Texas and New Mexico.

The principal of Better Texans is Aubrea Hance. Ms. Hance has extensive experience in the development, financing and operations of tax credit properties. She understands the challenges of owning and operating affordable housing communities while at the same time addressing the needs of lower income families. Ms. Hance received her Masters in Tax Accounting from Texas Tech University.
2018 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org 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 §10.204(13)(A) of the Uniform Multifamily Rules, 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:**

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
Avenue Commons Apartments
OWNERSHIP ENTITY

Avenue Commons Apartments, LLC

Special Investor Member (.001%):

Investor Member (99.99%):

Managing Member (0.009%):
Avenue Commons Apartments MM, LLC

Managing Member (100%):
Commonwealth Management Corporation dba Commontex Management, Inc.

Louie A. Lange III, 100%
Avenue Commons Apartments
DEVELOPER

Developer (100%):
Commonwealth Development
Corporation of America dba Commontex
Development, Inc.

Louie A. Lange III
100%
Avenue Commons Apartments
Guarantor

50%
Commonwealth Development Corporation of America dba Commontex Development, Inc.

Louie A. Lange III 100%

50%
Commonwealth Management Corporation dba Commontex Management, Inc.

Louie A. Lange III 100%
2018 HTC
Full Application

Part 5 Tab 38

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 (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note: Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

**Applicant Legal Name:** Avenue Commons Apartments, LLC  
**Address:** 11612 Bee Cave Road, Bldg. 2, Suite 152  
**City:** Austin  
**State:** TX  
**Zip:** 78738

<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls</th>
<th>Ownership %</th>
<th>Legal Org is or will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commonwealth Management Corporation dba Commontex Management, Inc.</td>
<td>0.009%</td>
<td>Limited Liability Company</td>
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<tr>
<td>Avenue Commons Apartments MM, LLC</td>
<td>100%</td>
<td>Development Owner</td>
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</table>

<table>
<thead>
<tr>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>TDHCA Experience</th>
<th>Legal Org is or will be:</th>
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</thead>
<tbody>
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<td>TBF</td>
<td>NA</td>
<td>Limited Liability Company</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
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<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>(512) 956-5432</td>
<td><a href="mailto:c.alter@commonwealthco.net">c.alter@commonwealthco.net</a></td>
</tr>
</tbody>
</table>

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development:** Yes

**List of Sub-Entities or Principals:**

1. **Role/Title:** Managing Member  
   **Name:** Louie A. Lange III  
   **TDHCA Experience:** Yes  
   **Date formed:** 12/19/11  
   **Email:** c.alter@commonwealthco.net

2. **Role/Title:** Member  
   **Name:**  
   **TDHCA Experience:** NA

3. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

4. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

5. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

6. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

### Org. 1

**Organization Legal Name:** Avenue Commons Apartments MM, LLC  
**Address:** 11612 Bee Cave Road, Bldg. 2, Suite 152  
**City:** Austin  
**State:** TX  
**Zip:** 78738

**Name(s) of Entities the Organization Owns or Controls:** 100% of Avenue Commons Apartments MM, LLC and Guarantor

<table>
<thead>
<tr>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>TDHCA Experience</th>
<th>Legal Org is or will be:</th>
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<tbody>
<tr>
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<td>12/19/11</td>
<td>NA</td>
<td>Corporation</td>
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<table>
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<tr>
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<th>Email</th>
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</thead>
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<tr>
<td>Yes</td>
<td>512-956-5432</td>
<td><a href="mailto:c.alter@commonwealthco.net">c.alter@commonwealthco.net</a></td>
</tr>
</tbody>
</table>

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development:** Yes

**List of Sub-Entities or Principals:**

1. **Role/Title:** Managing Member  
   **Name:** Louie A. Lange III  
   **TDHCA Experience:** Yes

2. **Role/Title:** Member  
   **Name:**  
   **TDHCA Experience:** NA

3. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

4. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

5. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

6. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

### Org. dev

**Organization Legal Name:** Commonwealth Development Corporation of America dba Commontex Development, Inc.  
**Address:** 11612 Bee Cave Road, Bldg. 2, Suite 152  
**City:** Austin  
**State:** TX  
**Zip:** 78738

**Name(s) of Entities the Organization Owns or Controls:** 100% Developer and Guarantor

<table>
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<tr>
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<th>Date formed</th>
<th>TDHCA Experience</th>
<th>Legal Org is or will be:</th>
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<tbody>
<tr>
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<tbody>
<tr>
<td>Yes</td>
<td>512-956-5432</td>
<td><a href="mailto:c.alter@commonwealthco.net">c.alter@commonwealthco.net</a></td>
</tr>
</tbody>
</table>

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development:**

**List of Sub-Entities or Principals:**

1. **Role/Title:** Dev and Guarantor  
   **Name:** Louie A. Lange III  
   **TDHCA Experience:** Yes

2. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

3. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

4. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

5. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA

6. **Role/Title:**  
   **Name:**  
   **TDHCA Experience:** NA
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2018 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: | Avenue Commons Apartments, LLC  
| Avenue Commons MM, LLC |
| Email Address: | c.alter@commonwealthco.net |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Avenue Commons Apartments, LLC |

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, 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.

<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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</thead>
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<tr>
<td>NA</td>
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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.**

   
   
   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
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<tr>
<td>ESG</td>
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<td>LIHEAP</td>
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<tr>
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<td>HRA</td>
<td>SFD</td>
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<table>
<thead>
<tr>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
</tr>
</thead>
</table>

| Other:             |      |           |      | NSP       |
## 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:
- Commonwealth Management Corporation dba Commontex Management, Inc.
- Commonwealth Development Corporation of America dba Commontex Development, Inc.

### Email Address:
- l.lange@commonwealthco.net

### City & State of Home Addr:
- Fond Du Lac, WI

### Applicant Legal Name:
- Avenue Commons Apartments, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, 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.

<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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</thead>
<tbody>
<tr>
<td>13180</td>
<td>Mission Village of Pecos</td>
<td>Pecos</td>
<td>HTC</td>
<td>in 07/13</td>
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<tr>
<td>14132</td>
<td>Mission Village of Monahans</td>
<td>Monahans</td>
<td>HTC</td>
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<tr>
<td>14133</td>
<td>Mission Village of Jacksonville</td>
<td>Jacksonville</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
</tbody>
</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.

<table>
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<tr>
<th>Community Affairs:</th>
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<tr>
<td>Other:</td>
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<td>NSP</td>
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</table>
2018 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
Nonprofit Support Documentation

NA
# 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>Commonwealth Development Corporation of America d/b/a Commonwealth Development, Inc</th>
<th>Craig Alter</th>
<th>(512) 956-5432</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:c.alter@commonwealthco.net">c.alter@commonwealthco.net</a></td>
<td>Contact Name</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td></td>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Commonwealth Construction Corporation d/b/a Commontex Construction, Inc</th>
<th>Brent Schumacher</th>
<th>(920) 238-3745</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:b.schumacher@commonwealthco.net">b.schumacher@commonwealthco.net</a></td>
<td>Contact Name</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td>Proposed Fee</td>
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<td>Certified Texas HUB?</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

## Infrastructure General Contractor:

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<th>Brent Schumacher</th>
<th>(920) 238-3745</th>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

## Cost Estimator:

<table>
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<tr>
<th>Commonwealth Construction Corporation d/b/a Commontex Construction, Inc</th>
<th>Brent Schumacher</th>
<th>(920) 238-3745</th>
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<td><a href="mailto:b.schumacher@commonwealthco.net">b.schumacher@commonwealthco.net</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

## Architect:

<table>
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<tr>
<th>M+A Design INC</th>
<th>Stan Ramaker</th>
<th>(920) 922-8172</th>
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<tr>
<td><a href="mailto:s.ramaker@madesigninc.net">s.ramaker@madesigninc.net</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |
<table>
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<th>Email</th>
<th>Proposed Fee</th>
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<td>Engineer:</td>
<td>J Chad Tompkins</td>
<td>J Chad Tompkins</td>
<td>(432) 523-2181</td>
<td><a href="mailto:chad.tompkins@wtcinc.com">chad.tompkins@wtcinc.com</a></td>
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<td>Civil Engineer:</td>
<td>West Texas Consultants Inc.</td>
<td>Darrell G Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
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<td>Market Analyst:</td>
<td>Apartment Market Data, LLC</td>
<td>Darrell G Jack</td>
<td>(210) 530-0040</td>
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<tr>
<td>Attorney:</td>
<td>Reinhart Boerner Van Deuren S.C.</td>
<td>William Cummings</td>
<td>(414) 298-8330</td>
<td><a href="mailto:w.cummings@reinhartlaw.com">w.cummings@reinhartlaw.com</a></td>
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<td>39-1126909</td>
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<tr>
<td>Accountant:</td>
<td>Tidwell Group</td>
<td>Joshua D. Northcut</td>
<td>(470) 273-6611</td>
<td><a href="mailto:Joshua.Northcut@tidwellgroup.com">Joshua.Northcut@tidwellgroup.com</a></td>
<td>TBD</td>
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<tr>
<td><strong>Commonwealth Management Corporation</strong></td>
<td><strong>Karen Fischer</strong></td>
<td>(920) 238-3762</td>
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<td><strong><a href="mailto:k.fischer@commonwealthco.net">k.fischer@commonwealthco.net</a></strong></td>
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<tr>
<td><strong>PR Mortgage and Investments</strong></td>
<td><strong>Matthew Kaercher</strong></td>
<td>(317) 569-7420</td>
</tr>
<tr>
<td><strong><a href="mailto:mkaercher@prm.com">mkaercher@prm.com</a></strong></td>
<td><strong>TBD</strong></td>
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<tr>
<td><strong>The Richman Group Affordable Housing Corp.</strong></td>
<td><strong>Richard McCauley</strong></td>
<td>(203) 869-0900</td>
</tr>
<tr>
<td><strong><a href="mailto:rmccauley@richmacfunding.com">rmccauley@richmacfunding.com</a></strong></td>
<td><strong>TBD</strong></td>
<td><strong>TBD</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
<td><strong>Certified Texas HUB?</strong></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td><strong>No</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services Provider:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Better Texans Foundation</strong></td>
<td><strong>Aubrea Hance</strong></td>
<td>(817) 585-1195</td>
</tr>
<tr>
<td><strong>aubrea@better texans.com</strong></td>
<td><strong>TBD</strong></td>
<td><strong>46-2209019</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
<td><strong>Certified Texas HUB?</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
<td><strong>Tax ID Number (TIN)</strong></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td><strong>No</strong></td>
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</table>

<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NA</strong></td>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
<td><strong>Tax ID Number (TIN)</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Ave Annel Hays</td>
<td>(432) 523-2295</td>
<td>20-2006633</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td><a href="mailto:ahays@pbabstract.com">ahays@pbabstract.com</a></td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

**Application Consultant:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td>46-2015199</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

**ESA Provider:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachelle Christian</td>
<td>(503) 289-1778</td>
<td>42-1249917</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td><a href="mailto:rachelle.christian@terracon.com">rachelle.christian@terracon.com</a></td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

**PCA Provider:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

**Other:**

<table>
<thead>
<tr>
<th>Contact Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

**Other:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>TBD</td>
<td>Email</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, Architect, and Property Manager are related entities through a principal.
2018 HTC
Full Application

Part 5 Tab 43

Architect Certification
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.
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 C.F.R. 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 C.F.R. 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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

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 §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

[Date]

[Printed Name]

[License Number and State]

[Firm Name (If applicable)]
### 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 10.101(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>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>3</td>
<td>3.5</td>
<td>3</td>
<td></td>
<td></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>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>1</td>
</tr>
<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>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></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

02-23-2018
Date

Stan Ramaker
Printed Name

M+A Design Inc.
Firm Name (If applicable)
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 10.101(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.

### Hearing/Visual

<table>
<thead>
<tr>
<th>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>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>3</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>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>
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<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>0</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>
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<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

02-23-2018
Date

_____________________________________________________
Stan Ramaker
Printed Name

M+A Design Inc.
Firm Name (If applicable)
Parking requirements based on:


There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

**Use this chart to indicate number of parking spaces provided.**

Enter the total number of parking spaces.

Enter the total number of accessible spaces required

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>120 100</td>
</tr>
<tr>
<td>Carports</td>
<td>100 0.666666667</td>
</tr>
<tr>
<td>Garages</td>
<td>50 0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0 0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0 0</td>
</tr>
<tr>
<td>Total</td>
<td>450 100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>8 8</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>#DIV/0! #DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Garages</td>
<td>#DIV/0! #DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Facility 4</td>
<td>#DIV/0! #DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Facility 5</td>
<td>#DIV/0! #DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>8 8</td>
<td>1</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10 1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.555556</td>
<td>4 1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2 1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0 0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0 0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16 16</td>
<td>3</td>
</tr>
</tbody>
</table>

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 spot 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.

By: ____________________________

Stan Ramaker
Printed Name

02-23-2018

M+A Design Inc.
Firm Name (If applicable)
2018 HTC
Full Application

Part 5 Tab 44

Evidence of Experience
### Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, 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:**

- X An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(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(d)(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](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](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.

### Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

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):

- NA Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.

  The Section 811 PRA units and Direct Loan Units are **not cumulative**. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.

- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at [http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm](http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm)

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

### Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at [http://www.tdhca.state.tx.us/home-division/mf-home/index.htm](http://www.tdhca.state.tx.us/home-division/mf-home/index.htm)

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
2018 HTC
Full Application

Part 5 Tab 44

Experience Certificate
January 31, 2014

Mr. Louie A. Lange, III
c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Lange:

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
2018 HTC Full Application

Part 5 Tab 44

Multifamily Direct Loan
Affirmative Marketing Plan

NA
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

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 I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Avenue Commons Apartments, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2. Avenue Commons Apartments MM, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Commonwealth Management Corporation dba CommonTex Management, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>4. Commonwealth Development Corporation of America dba CommonTex Development, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>5. Louie A. Lange III</td>
<td>No</td>
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</table>

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] 2/21/18  Its: [Member] Date
2018 HTC
Full Application
Part 7 Tab 46

Community Input Scoring Items
# Community Input Scoring Items

## TDHCA#:
18347

### 1. Local Government Support - §11.9(d)(1)
- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - ** Note that resolutions are due March 1, 2018

### 2. Community Support from State Representative - §11.9(d)(5)
- Letter of either "support" or "opposition" is included behind this tab.**
  - ** Note that letters are due March 1, 2018

### 3. Input from Community Organizations - §11.9(d)(6)
- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. The Life Center</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Betty Yarbrough</td>
<td>X</td>
</tr>
<tr>
<td>Contact Name</td>
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</tbody>
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<tr>
<th>B. Crisis Center of West Texas</th>
<th>Support</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Karen Pieper Hildebrand</td>
<td>X</td>
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<tr>
<td>Contact Name</td>
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<tr>
<th>C. Samaritan Counseling Center</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Risse B. Rogers</td>
<td>X</td>
</tr>
<tr>
<td>Contact Name</td>
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<th>Support</th>
<th>Opposition</th>
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<td>Name of Community Organization</td>
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<td>Contact Name</td>
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</table>
2018 HTC
Full Application

Part 7 Tab 46

Local Government Support
and
Support from State Representative
RESOLUTION 682

RESOLUTION OF SUPPORT
TDHCA APPLICATION
PROPOSED AVENUE COMMONS AFFORDABLE HOUSING PROJECT

WHEREAS, a primary objective of the Andrews City Council has been to develop a viable community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Andrews desires to increase the availability, financial accessibility, and support for safe, decent, and affordable housing to enhance the quality of life for economically disadvantaged citizens; and

WHEREAS, there is a need for affordable housing for the City of Andrews’ citizens of modest means; and

WHEREAS, the City of Andrews understands that the applicant is eligible for these incentive; and

WHEREAS, Commonwealth Development Corporation has proposed a development for affordable rental housing at the northeast corner of SE Mustang Drive and SE Ave E, bounded on the north by SE 4th Street and on the west by SE 6th Street, named Avenue Commons Apartments in the City of Andrews; and

WHEREAS, Commonwealth Development Corporation intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Low Income Housing Tax Credit Program funds for the Avenue Commons Apartments;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANDREWS, TEXAS:

This resolution affirms the City of Andrews’ support for the above named development; and

FURTHER, the City of Andrews has contributed $250 of value in the form of a tap fee waiver and will work with the developer in the platting process to abandon unneeded right-of-ways to allow for the development of said property.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 8th day of February 2018.

Flora Braly, Mayor

ATTEST:

Sara Copeland, City Secretary
February 16, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing & Community Affairs
221 East 11th Street
Austin, Texas 78701

*Dear Mr. Irvine:

I received the Public Notification for Avenue Commons, a proposed multi-family community to be located in Andrews, Texas, which I represent in the Texas House of Representatives.

I am pleased to join the Andrews City Council in support of this development that will serve the constituents in my district.

Sincerely,

Brooks Landgraf
2018 HTC
Full Application

Part 7 Tab 46

Input from Community Organizations
February 14, 2018

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Avenue Commons, TDHCA #18347

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #18347, Avenue Commons, to be located at the northwest corner of SE Mustang Drive and SE Avenue E, in Andrews, TX.

The Life Center 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. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Betty Yarbrough
Director
The Life Center-Andrews
February 14, 2018

PERMIAN BASIN WOMEN’S RESOURCE CENTER THE LIFE CEN
2101 W WALL ST
MIDLAND, TX 79701-6425

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 05-19-2009
- Sales and use tax, as of 04-08-2013
  (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: 32039548063

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.orga@cpa.texas.gov, or call us at (800) 252-5555.
Internal Revenue Service

Date: July 21, 2003

Permian Basin Women's Resource Center, Inc.
The Life Center
2100 W Tennessee
Midland, TX 79701-5933

Dear Sir or Madam:

This is in response to your request of June 20, 2003, regarding your organization's tax exempt status.

In October 1979, we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

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 sections 509(a)(1) and 170(b)(1)(A)(vi).

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.

Section 6104 of the Internal Revenue Code 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. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999-17.

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
The Life Center | Midland, TX
2101 West Wall Street
Midland TX 79701
(432) 570-7745

The Life Center | Odessa, TX
802 N. Washington Ave
Odessa TX 79761
(432) 617-8378

The Life Center | Andrews, TX
1412 Northeast Mustang Drive
Andrews TX 79714
(432) 523-2859
The Life Center | Big Spring, TX
1801 S. Main Street
Big Spring TX 79720
(432) 606-5041

Andrews, TX
(432) 523-2859

Midland, TX
(432) 570-7745

Odessa, TX
(432) 617-8378

Big Spring, TX
(432) 606-5041

Permian Basin Womens Resource Center is a 501(c)(3) nonprofit organization.
We offer these services:

- free urine pregnancy testing
- free STI/STD consultation and testing referrals
- free limited obstetrical ultrasound scan
- free prenatal classes
- free parenting education
- free consultations with a registered nurse
- free baby care items you can earn through our Baby Bucks incentive program. You can redeem Baby Bucks for new baby items by participating in educational support classes at The Life Center.
- free adoption information and referrals
Materials assistance (diapers, wipes, formula, gently-used maternity and baby clothes and other baby care items)

24-hour confidential hotline
1-800-712-HELP

schedule a free & confidential appointment

Andrews, TX
(432) 523-2859

Midland, TX
(432) 570-7745

Odessa, TX
(432) 617-8378

Big Spring, TX
(432) 606-5041

Permian Basin Womens Resource Center is a 501(c)(3) nonprofit organization.
February 20, 2018

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Avenue Commons, TDHCA #18347

Dear Ms. Gamble:
I am writing this letter to voice my support for TDHCA Tax Credit Application #18347, Avenue Commons, to be located at the northwest corner of SE Mustang Drive and SE Avenue E, in Andrews, TX.

Crisis Center of West Texas 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. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Karen Pieper Hildebrand
Executive Director
CRISIS CENTER OF WEST TEXAS  
910 S GRANT AVE STE B  
ODESSA, TX 79761-6663  

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 06-10-1981  
Sales and use tax, as of 06-10-1981  
(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: 17517672048  

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.  

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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.
Abuse thrives in silence
It’s never too late to speak up, speak out and seek help

- 1500 women are killed by their partner every year
- 1 in 3 women are abused or stalked sometime in their lifetime
- 85 percent of domestic violence victims are women
- 1 in 4 teens have experienced some form of dating violence
- 1 out of 6 American women have been the victim of attempted or completed acts of rape
- 73 percent of rapes are committed by someone known to the victim
- 70 percent of domestic violence-related murders occur when victims try to leave their abusers.

Toll-free hotline available 24/7, 365 days for domestic violence or sexual assault support services.

1-866-627-4747

The Crisis Center Administrative Office
910-B South Grant
Odessa, Texas 79761
(432) 333-2527

www.odessacrisiscenter.org
24-Hour Hotline
Our 24/7 hotline is answered by a trained staff member 365 days a year for issues related to domestic violence or sexual assault. Crisis intervention and advocacy are available on a walk-in basis during regular business hours (8 a.m. to 5 p.m.) at 910-B S. Grant. Call the hotline at 1-866-627-4747 for more info.

Crisis Response Team
Our CRT is activated by law enforcement or hospital personnel to respond when there is a sexual assault. This team provides support services like a hand to hold, a change of clothing and transportation following the exam if needed.

Resident Services
The Louise Wood Angel House in Odessa and the Lilah Smith Safe House in Fort Stockton are open 24/7, 365 days a year to ensure the safety of our residents. Both emergency shelters provide safe, comfortable, home-like environments for adult victims of family violence or sexual assault and their minor children. Besides meeting the basic necessities of food, shelter and safety, we also provide case management, counseling, accompaniment to law enforcement, prosecutors and court appointments and referrals for other services.

Community Services
The best predictor of whether someone will grow up to be a batterer is if they witness abuse as a child. In an effort to break this cycle, our community services department provides evidence-based prevention programs for local schools and community groups.

Programs Include:
- WHO (We Help Ourselves): a personal safety program offered for students in K-2nd grade
- Bullying Prevention: offered for all grades
- Healthy relationships: offered at 6th-12th grade levels
- Dating violence: offered from 6th-12th grade
- Domestic Violence 101: offered to the community
- Sexual Assault 101: offered to the community

Non-Resident Services
Case management, counseling, accompaniment and referrals for other services are also available for those that need support but don’t need to stay at the shelter. The services are available in Andrews, Crane, Ector, Gaines, Loving, Pecos, Reeves, Ward and Winkler counties. These services are available on a walk-in basis from 8 a.m. - 5 p.m. at our outreach center at 910-B S. Grant.

reStart BIPP:
reStart is our 18-week rehabilitation course for men who batter. This evidence-based and credentialed program offers weekly classes on Sundays throughout the year.
Our Donation Wish List

Every Dollar Counts
Every dollar counts. It takes $84 to provide one night of shelter for one survivor in the Louise Wood Angel House. We believe all women, men, and children deserve to be treated with respect, and no one deserves to suffer at the hands of another. Donate today.

Services

24-hour Hotline
Crisis Intervention and Advocacy are available during regular business hours (Monday through Friday, 8 a.m. to 5 p.m.).

Shelters
The Louise Wood Angel House in Odessa and the Lilah Smith Safe House in Fort Stockton are open 24/7, 365 days a year to ensure the safety of our residents.

Sexual Assault
Survivors are encouraged to call our Hotline (1-866-627-4747) for immediate assistance. Crisis Intervention and Advocacy are available during regular business hours on a walk-in basis, no appointment necessary.

Domestic Violence
We provide individual and group counseling and support services for survivors of domestic violence. Crisis Intervention and Advocacy are available during regular business hours on a walk-in basis, no appointment necessary.

Counseling
Crisis Center of West Texas’ Counseling and Support Group Program creates safe and therapeutic environments of healing for survivors of domestic and sexual violence.

Legal Advocacy
Advocates educate, support and accompany victims as they prepare for the court process. All services are free of charge.
Shelter Campaign

Crisis Center of West Texas is building a new shelter in order to continue serving families adequately and to serve more families. Help break the cycle so that these families can live free from violence. [Contribute to New Shelter (shelter-campaign)]

Prevention

Prevention Curriculum

Crisis Center of West Texas uses evidence-based curriculum to educate students and adults across the Permian Basin.

Prevention Education & Training

We firmly believe that we can end the cycle of abuse by realistically discussing and learning the truth about domestic and sexual violence.

What is Domestic Violence?

Domestic violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another person through fear and intimidation.

What is Sexual Assault?

Sexual assault is any unwanted, non-consensual sexual contact against any individual by another using manipulation, pressure, tricks, coercion or physical force.

Donations

We believe all women, men, and children deserve to be treated with respect, and no one deserves to suffer at the hands of another. Join us to create a community free from violence. [Make a Donation (donations)]

Volunteer

Volunteering is a proud tradition at Crisis Center of West Texas. We are always seeking highly motivated volunteers to join our Mission in Motion Team. [Be a Volunteer]
Contact Us
Crisis Center of West Texas
910 S. Grant
Odessa, TX 79761
432.333.2527
866.627.4747 (Toll Free)
February 22, 2018

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Avenue Commons, TDHCA #18347

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #18347, Avenue Commons, to be located at the northwest corner of SE Mustang Drive and SE Avenue E, in Andrews, TX.

Samaritan Counseling Center 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. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Risse’ B. Rogers
Executive Director
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 05-01-1978
- 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: 17514379910

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.
SAMARITAN COUNSELING CENTER

Provides licensed, professional counseling services in a caring and confidential environment. We offer faith-based counseling to those who prefer it.

OUR GOAL

Our goal is to provide hope and healing with mind, body and spirit for optimal wellness.

OUR HISTORY

Samaritan Counseling Center opened its doors in 1973, and has been serving the Permian Basin area for over 40 years. In 1983 Samaritan Counseling Center became an accredited affiliate of the Samaritan Institute of Colorado. Samaritan Counseling Center participates in a thorough evaluation process to receive accreditation standards every three years.

To ensure best clinic practices and quality of care for our clients, clinicians from Samaritan Counseling Center consult monthly with a local psychiatrist and psychologist for staffing and with Samaritan Institute. At Samaritan Counseling Center we are committed to providing the highest standard of counseling care available. We continually evaluate the mental health care needs of our community and provide services and programs that match those needs.

OKAY TO SAY

We are proud to be a partner with Okay To Say, a historic public awareness campaign empowering Texans to speak up about mental health issues. Sign your name. Share your story. Learn more at OkayToSay.org
OUR STAFF

CLINICAL
Brian Wingfield, LMFT
Karen R. Edmondson, MS, LPC, NCC
Gary Casebier, MA, LPC

ADMINISTRATIVE
Rissé Rogers, Executive Director
Olga Coe, Development Director
Teresa Alexander, Business Director
Pamela Mounts, Intake Specialist

Call for an appointment: 432.563.4144 (tel:+14325634144)

SAMARITAN COUNSELING CENTER OF WEST TEXAS

Find us on (https://www.facebook.com/SamaritanWTX/)

Copyright Samaritan Counseling Center 2016

Built By CVA Advertising & Marketing
WE OFFER MANY COUNSELING SERVICES INCLUDING COUNSELING FOR:

- Individual and Families
- Military and Families
- Children (ages 5+) and Adolescents
- Elderly
- Play Therapy for Children
- Parenting
- Premarital and Marriage – More Information //counseling/programs/
- Family Relationships
- Life Challenges – Divorce, Career Transitions, Retirement
- Grief and Loss
- Depression, Anxiety, Trauma, Anger, Stress
- ADD/ADHD
- Personality Disorders
- Crisis Intervention Management

SAMARITAN'S COUNSELORS CAN OFFER FAITH-BASED COUNSELING TO ANYONE WHO WOULD LIKE IT INCORPORATED INTO THEIR COUNSELING.

Call for an appointment: 432.563.4144
OUR COUNSELING PROGRAMS INCLUDE:

FOR KIDS’ SAKE PROGRAM

The for Kids’ Sake program helps parents and guardians nurture their children through the transition of divorce. Each facilitator from Samaritan is licensed through Practical Parent Education to offer monthly programs. Participants in the program may voluntarily enroll or be referred from local attorneys and family court judges. Please contact our office for program cost and registration dates.

Classes are offered in English and Spanish.

• STAR Program – Survivorship Training and Rehab Program for cancer survivors
• DARS Program – TX Department of Assistive and Rehabilitation Services
• Workshops for Clergy

PREMARITAL AND MARRIAGE COUNSELING

Samaritan Counseling Center’s counselors offer premarital and marital counseling. Those seeking premarital counseling may take part in the Prepare/Enrich (https://www.prepare-enrich.com) program combined with counseling. The program uses a customized, online assessment which helps identify couple’s strengths and growth areas. The Prepare/Enrich assessment has been effectively used with proven results for over 30 years. It has been shown that those completing the program may reduce their chance of divorce by 30% and learn lifetime communication and resolution skills. Our counselors also provide marriage counseling for couples seeking to improve and strengthen their marriage.

Visit the Prepare/Enrich program website for more information. (https://www.prepare-enrich.com)

Call for an appointment: 432.563.4144 (tel:+14325634144)
Outreach Services

American Association of Retired Persons (AARP)
Andrews Senior Center
310 W. Broadway
(432) 523-5911
### Providers

**American Red Cross of the Southwest**
- P. O. Box 60310
- 9601 Wright Drive
- Midland, Texas 79711
- Jimmie Birden - (432) 563-2267

### Outreach Services

#### Andrews Adult Literacy Program - Volunteers and Participants Welcome
- Monday - Wednesday
- 106 NE Ave E Pl
- 9:00 A.M. - 12:00 P.M.; 6:00 P.M. - 9:00 P.M.
- **Purpose:** Provides essential adult classes such as English as a Second Language and G.E.D. Preparation Courses. For more information, please call (432) 523-4007

#### Andrews Caring Hands - Volunteers and Financial Contributions Welcome
- **Purpose:** Provides caring services for those less fortunate. For more information, please call (432) 523-2995

#### Andrews County Adult Probation Department
- Courthouse Annex - Monday - Friday
- (432) 524-1416
- 8:00 A.M. - 12:00 P.M.; 1:00 P.M. - 5:00 P.M.

#### Andrews County Juvenile Probation Department
- Courthouse Monday - Friday
- (432) 524-1415
- 8:00 A.M. - 12:00 P.M.; 1:00 P.M. - 5:00 P.M.

#### Andrews County Mental Health (MHMR)
- Courthouse Annex Monday - Friday
- (432) 523-7340
- 8:00 A.M. - 6:00 P.M.
- Emergency Hotline 1-800-375-4357

#### Andrews County Youth Recreation Center - Volunteers Welcome
- 300 NE 6th
Purpose: Provides a safe place to learn and grow. Offers seasonal sports activities for children...

Andrews Food Pantry - Volunteers Welcome
Purpose: Provides food and nutrition for those less fortunate. For more information, please call (432) 524-7051.

Andrews Foster Parents
Contact Child Protective Services at (432) 524-4111. Foster parents are urgently needed in Andrews.

Andrews Health Department
(432) 524-1434
208 NW 2nd Tuesday, Thursday & Friday 8:00 A.M. - 12:00 P.M.; 1:00 - 5:00 P.M. Monday 8:00 A.M. - 12:00 P.M.; 1:00 - 4:30 P.M. Wednesday 8:00 A.M. - 12:00 P.M.

Andrews Senior Activity Center - Volunteers and Participants Welcome
Purpose: Reaching out, providing necessary services to persons 60 & over, to enhance and enrich their quality of life. For more information, please call (432) 523-5911.

Home-Delivered Meals:
Through the Senior Center. For those unable to come to the center, we offer this service for eligible seniors 60 and older. Contribution is welcome for seniors 60 and older. A fee is charged for a meal for persons under 60 years of age.

Daily activities include: games, cards, quilting, dominoes, computer classes, jam sessions and a low impact exercise. Indoor walking path is also available.

Transportation Service:
Is provided for local use only for seniors 60 and older. For further information on any of these services, contact the center.
Andrews United Way - Volunteers Welcome

**Purpose:** United Way engages the community to identify the underlying causes of the most significant local issues, develops strategies and pulls together financial and human resources to address them and measures the results. For more information, please call the Chamber of Commerce at (432) 523-2695.

CASA of West Texas

(432) 683-1114

**Purpose:** To promote and support quality volunteers who speak for the best interest of abused and neglected children in court in an effort to find each child a safe, nurturing, permanent home.

Serves Andrews, Dawson, Gaines, Glasscock, Howard, Martin and Midland Counties.

Child Protective Services

Courthouse Annex, Room 22

Children’s Advocacy Center

**Purpose:** Ease and heal the emotional trauma of the victim and the family; guide the victim through the maze of the medical and legal systems; provide support for making informed decisions; and advocate for victim’s needs.

Department of Protective and Regulatory Services

Courthouse Annex

Monday - Friday

8:00 A.M. - 5:00 P.M.

(432) 524-4111

Odessa Rape Crisis Center

(432) 333-2527 or (432) 366-7273

Emergency Hotline - 1-800-658-6779

Operation Blessing - Volunteers Welcome

**Purpose:** Provide caring services for those less fortunate. For more information, please call the Chamber of Commerce at (432) 523-2695.
Project ADAM  
(432) 522-2700  
**Purpose:** Educational group for persons who batter. Curriculum based batter's intervention program that meets the guidelines of Texas Counsel on Family Violence. Serves 15 counties.  
**Mission:** To end domestic violence, promote education, counseling and shelter, present alternatives and promote hope and dignity for men.

Safe Place of the Permian Basin  
Midland - (432) 570-6148; Odessa - (432) 580-5970  
Emergency Hotline - (432) 570-1465 or 1-800-967-8928

Samaritan Counseling Center of West Texas, Inc.  
Midland - (432) 563-4144 or 1-800-329-4144  
Services offered at either the Midland or Andrews location

Call us today:  432.523.4820

The Life Center  
1412 NE Mustang  
(432) 523-2859  
Non-profit, faith-based organization offering free urine pregnancy tests, STI/STD consultations/referrals, limited obstetrical ultrasounds, prenatal pregnancy and parenting classes, nutrition education courses and free spiritual restoration courses and mentoring.  
**Mission:** To promote sexual integrity for life.

Texas Department of Health & Human Services  
Courthouse  
Monday - Friday  
8:00 A.M. - 12:00 P.M.; 1:00 P.M. - 5:00 P.M.  
(432) 523-2118

West Texas Opportunities
**Required Third Party Reports**

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§10.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Terracon
   - Date of Report: 2/9/18
   - [X] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [X] 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.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 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.

   - [ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFH Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] 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.

   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   - Name of Firm: 
   - Contact Person: 
   - Contact Telephone: 
   - Email: 

3. **Primary Market Area Map**
   - [X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Apartment Market Data, LLC
   - Date of Report: TBD

4. **Property Condition Assessment (PCA)**
   - Prepared by: NA
   - Date of Report: 

5. **Appraisal**
   - Prepared by: NA
   - Date of Report: 

6. **Site Design and Development Feasibility Report**
   - Prepared by: WTC Inc
   - Date of Report: 2/15/18
Avenue Commons
Additional ESA Certification

Per the ESA prepared for Avenue Commons, Avenue Commons Apartments, LLC certifies that it will comply with any and all recommendations made by the ESA provider.

Louie A. Lange III

2/21/18
Date
2018 HTC
Full Application

Part 6 Tab 47

Market Study Map and
Definition
## MARKET ANALYSIS SUMMARY

<table>
<thead>
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<th>Provider:</th>
<th>Apartment MarketData, LLC</th>
<th>Date:</th>
<th>1/8/2018</th>
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<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone:</td>
<td>(210) 530-0040</td>
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<tr>
<td>Development</td>
<td>Avenue Commons</td>
<td>Target Population:</td>
<td>General</td>
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<td>Site Location</td>
<td>NWC of SE Ave E and SE Mustang Dr</td>
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<td>Andrews</td>
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<td>County:</td>
<td>Andrews</td>
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<td></td>
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</table>
2018 HTC
Full Application

Part 8

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
18347 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Liz Cline <liz.cline@tdhca.state.tx.us> Thu, Apr 19, 2018 at 10:16 AM
To: "c.alter@commonwealthco.net" <c.alter@commonwealthco.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 §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 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.

1. Site Plan: The unit breakdown on sheet T1.0 seems to indicate there are 16 one bedroom units. This does not agree with the Rent Schedule or Building/Unit Type Configuration Form. Please clarify.

2. Site Plan: Please identify the location of the van accessible parking spaces.

3. Accessible Hearing/Visual Calculation Worksheet: Please clarify the number of baths for each unit type in the unit descriptions.

4. ESA: The report references the 2017 Rules and Guidelines. Please submit clarification from the report provider that §10.305 of the 2018 Uniform Multifamily Rules was read as well.

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 §10.201(7)(B) of the 2018 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 at 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 2018 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 10.2(b) of the 2018 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 April 26, 2018. Please respond to this email as confirmation of receipt.**

---

### About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

### Liz Cline-Rew

Multifamily Finance Housing Specialist

Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

**Office: 512.475.3227**

**Fax: 512.475.1895**

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)).
1. Please find the revised sheet T1.0 that corrects this typo.

2. Please find the revised Site Plan with the location of the van accessible parking spaces.

3. Please find revised Accessible Calculation worksheets clarifying the number of baths and van accessible parking spaces.

4. Please find clarification from the ESA provider regarding §10.305 of the 2018 Uniform Multifamily Rules.
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 10.101(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></td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (668 SF)</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
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<tr>
<td>2/1 (900 SF)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
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<tr>
<td>3/2 (1,080 SF)</td>
<td>12</td>
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<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
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<td>E</td>
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<tr>
<td></td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3.5</td>
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</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>
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<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874 sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1.4</td>
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<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</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>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
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</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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]

Stan Ramaker

Date: 4-19-2018

M+A Design, Inc.
# 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 10.101(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>
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<tr>
<th>Hearing/Visual</th>
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<th>Calculated Units</th>
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<p>| | | | | | |</p>
<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1/1 (668 SF)</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (900 SF)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,080 SF)</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
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</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</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>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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<th></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></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
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</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]  

[Date]  

[Printed Name]  

Firm Name (If applicable)
Parking requirements based on:
https://www.huduser.gov/publications/pdf/fairhousing/

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.
When calculating additional spaces needed, use whichever yields the larger number of spaces.
If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.
If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.
enter the total number of parking spaces
enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)
make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>120</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.
chart above must be completed first
In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)
In D33, enter the number of units required per accessible Unit in the surface lot
In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution</td>
<td>8</td>
</tr>
<tr>
<td>Van Spaces</td>
<td>2</td>
</tr>
<tr>
<td>Surface lot</td>
<td>8</td>
</tr>
<tr>
<td>Carports</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Garages</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Facility 4</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Facility 5</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
</tr>
</tbody>
</table>

EXAMPLE:

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution</td>
<td>16</td>
</tr>
<tr>
<td>Van Spaces</td>
<td>3</td>
</tr>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
</tr>
</tbody>
</table>

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 spot 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.

By: ____________________________
Signature

Date: 4-19-2018

Printed Name: Stan Ramaker
Firm Name (If applicable): M+A Design, Inc.
April 20, 2018

Commonwealth Development Corporation
9 Sheboygan Street
Fond Du Lac, Wisconsin 54935

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX. 78711-3941

Attn: Ms. Tana Wahtola
E: T.Wahtola@commonwealthco.net

Re: Phase I Environmental Site Assessment
Blakemore Property
0 Southeast (SE) 4th Street
Andrews, Andrews County, Texas
Terracon Project No. AR187015

Dear Ms. Wahtola:

This document serves as an addendum to the Terracon Consultants, Inc. (Terracon) Phase I Environmental Site Assessment (ESA) report, issued on February 9, 2018, for the above-referenced site. This assessment was performed in accordance with our Master Services Agreement, dated November 22, 2017, the Environmental Site Assessment Rules and Guidelines in the 2018 Texas Department of Housing and Community Affairs (TDHCA) Uniform Multifamily Rules ($10.305).

We appreciate the opportunity to be of service to you on this project. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon’s services please visit our website at www.terracon.com. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

Wenisha Gabriel
Staff Environmental Scientist

Rachelle K. Christian, P.G.
Due Diligence Manager
Envirornental Professional
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 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) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes 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(e)(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 §10.902 of the Uniform Multifamily Rules. 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: 18347, Avenue Commons

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 108
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 108
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: 0

Section 3:
Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 141

Section 5:
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 §10.902 of the Uniform Multifamily Rules. 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, Monday, May 7, 2018. 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
May 1 2018

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

RE: Application #18347 Avenue Commons, located in Andrews Texas

Dear Ms. Holloway:

In accordance with §11.10 of the 2018 Qualified Allocation Plan (“QAP”) concerning Third Party Request for Administrative Deficiency for Competitive Housing Tax Credit Applications, Salem Clark Development presents the following concerns with the application referenced above. It is our belief that these items are not correctable based on the rules set forth in the 2018 QAP and Uniform Multifamily Rules. Enclosed is a check in the amount of $500.00 as required by Subchapter G, §10.901(5) of the Uniform Multifamily Rules.

The entire development site for application #18347 Avenue Commons is located within the proximity of an undesirable site characteristic, as it is located within the accident zone of the Andrews County Airport. Salem Clark Development verified this with the Andrews County Airport manager, Robert Vargas, on February 6, 2018. Mr. Vargas provided documentation (See Exhibit 1a 2a) that shows runway information, including Clear Zones (Clear Zones or CZ) and Accident Zones (Accident Potential Zones, APZ or AZ), for the airport. After reviewing the documents supplied by Mr. Vargas, the proposed site, and the 2018 Uniform Multifamily Rules, it is evident that the entire development site for the proposed development falls within the “Accident Zone” of the Andrews County Airport’s runway #2/20, a Class “A” designated runway.

The 2018 Uniform Multifamily Rules state:

10.101(a)(2) Undesirable Site Features. Development Sites within the applicable distance of any of the undesirable features identified in subparagraphs (A) - (K) of this paragraph will be considered ineligible unless it is determined by the Board that information regarding mitigation of the applicable undesirable site feature(s) is sufficient and supports Site eligibility. Rehabilitation (excluding Reconstruction) Developments with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) may be granted an exemption by the Board; however, depending on the undesirable site feature(s) staff may recommend mitigation still be provided as appropriate. Such an exemption must be requested at the time of or prior to the filing of an Application. Historic Developments that would otherwise qualify under §11.9(e)(6) of this title (relating to the Qualified Allocation Plan) may be granted an exemption by the Board, and such exemption must be requested at the time of or prior to the filing of an Application. The distances are to be measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the undesirable feature, unless otherwise noted below. Where there is a local ordinance that regulates the proximity of such undesirable feature to a multifamily development that has smaller distances than the minimum distances noted below, such smaller distances may be used and documentation such as a copy of the local ordinance identifying such distances relative to the Development Site must be included in the Application. If a state or federal cognizant agency would require a new facility under its jurisdiction to have a minimum separation from housing, the Department will defer to that agency and require the same separation for a new housing facility near an existing regulated or registered facility. In addition to these limitations, a Development Owner must ensure that the proposed Development Site and all construction thereon comply with all applicable state and federal requirements regarding separation for safety purposes. If Department staff identifies what it believes would constitute an undesirable site feature not listed in this paragraph or covered under subparagraph (K) of this paragraph, staff may request a determination from the Board as to whether such feature is acceptable or not. If the Board determines such feature is not acceptable and that, accordingly, the Site is ineligible, the Application shall be terminated and such determination of Site ineligibility and termination of the Application cannot be appealed.
(A) Development Sites located within 300 feet of junkyards. For purposes of this paragraph, a junkyard shall be defined as stated in Transportation Code, §396.001;

(B) Development Sites located within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites (as such dumping sites are identified by the local municipality);

(C) Development Sites located within 300 feet of a sexually-oriented business. For purposes of this paragraph, a sexually-oriented business shall be defined in Local Government Code, §243.002, or as zoned, licensed and regulated as such by the local municipality;

(D) Development Sites in which the buildings are 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. This does not apply to local service electric lines and poles;

(E) Development Sites located within 500 feet of active railroad tracks, measured from the closest rail to the boundary of the Development Site, unless the Applicant provides evidence that the city/community has adopted a Railroad Quiet Zone or the railroad in question is commuter or light rail;

(F) Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations);

(G) Development Sites located within 10 miles of a nuclear plant;

(H) Development Sites in which the buildings are located within the accident zones or clear zones of any airport;

(I) Development Sites that contain one or more pipelines, situated underground or aboveground, which carry highly volatile liquids. Development Sites located adjacent to a pipeline easement (for a pipeline carrying highly volatile liquids), the Application must include a plan for developing near the pipeline(s) and mitigation, if any, in accordance with a report conforming to the Pipelines and Informed Planning Alliance (“PIPA”);

(J) Development Sites located within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily; or

(K) Any other Site deemed unacceptable, which would include, without limitation, those with exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated.

Direction of flight path and accident zone. The accident zones and clear zones are set up around airports to protect civilians and structures from an airplane crash or debris from a crash. There are guidelines that regulate how far the crash zones and accident zones of an airport should be. Most of these guidelines limit the construction of residential construction in some form or another. This project is less than 3,500 liner feet from the end of the runway and less than 2,000 liner feet from the property line of the airport. Not only is the development site within close proximity to the end of the runway, it is directly in line with the end of the runway (See Exhibit 3). This would put every resident of this proposed development in the flight path of every airplane that takes off or lands from this runway. Should a crash occur the apartments would be directly within the path of the accident.

Distance. It has been established by the 2018 Multifamily Rules, Staff and the Board that if evidence of a smaller or shorter distance to an undesirable site characteristic can be produced from a local authority or federal authority, by the applicant, then the application may not be terminated.
The Uniform Multifamily Rules Section 10.101(a)(2) states:

“... Where there is a local ordinance that regulates the proximity of such undesirable feature to a multifamily development that has smaller distances than the minimum distances noted below, then such smaller distances may be used and documentation such as a copy of the local ordinance identifying such distances relative to the Development Site must be included in the Application. If a state or federal cognizant agency would require a new facility under its jurisdiction to have a minimum separation from housing, the Department will defer to that agency and require the same separation for a new housing facility near an existing regulated or registered facility...”

This should not be the case for this application. Section 10.101(a)(2)(H), clearly states that a site “within” the accident zone is an undesirable site characteristic. There is no distance to be mitigated by a local or federal authority on this issue, except to be outside of the accident zone. The airport has set the required distance, based on distances prescribed by federal agencies, and this is the distance Staff must use to determine eligibility of the application. Should this applicant request that Staff use the HUD, DOD or FAA distances, they are as follows for a Class A Runway:

Office of the Secretary of Defense § 256.8

§ 256.7 Accident potential zone guidelines.

As evident from the detail above and the proximity map (Exhibit 3), the development site sits just outside of the Clear Zone and within APZ I (Accident Protection Zone I) at a distance of less than 5,500 liner feet from the end of the runway. Regardless of the distance between the proposed site and the airport runway, the documentation that depicts the CZ and APZ shows that the site is indeed in the APZ and as such the application should be terminated.

Variance and Additional Documentation Precedence. At the board meeting on July 13, 2017, the Board heard three challenges regarding the proximity of a development to an undesirable site characteristic. In that meeting one application was reinstated and two others were terminated due to the proximity of the site to the undesirable site characteristic and lack of documentation to mitigate the distance. The development site that was approved had, in their resolution of support from the local City Council, language stating that there was no minimum distance regarding apartments near the railroad track easement. The other developers attempted to supplement documentation to support their argument, but the rules clearly state that it must be included “at the time of Application”, and the information was not included. The other two developments did not have any information regarding this and were subsequently terminated due to lack of mitigating evidence to support their claim. The Applicant for Avenue Commons did not include any information in their application disclosing this undesirable site characteristic or mitigating the fact that they are in the Accident Protection Zone. It is our position that, similar to the two developments last year that were not allowed to supplement any additional language or variances from local authorities, this applicant should not be allowed to either.

Airport Exclusion Due to Characteristics. This is an active airport. Should the argument arise that this airport should not require mitigation due to its size, traffic volume or designation as a civilian airport, we would point back to the Section 10.101(a)(2)(H) that says this rule applies to “any” airport. This is an airport and the rules clearly state that a development that is applying for funds from the TDHCA cannot be within the accident zone or clear zone of any airport. The rule does not differentiate between airport sizes or the number of takeoffs and landings a particular airport may have.
For the reasons outlined above Salem Clark Development believes that this site has an undesirable site characteristic and is unsuitable for a multifamily development. It is impossible for the developer to mitigate the fact that the site falls entirely within the Accident Zone of the Andrews County Airport. For these reasons, we respectfully request that the application be terminated.

We would like to thank you for the opportunity to present the information above. Upon request, we will provide any additional information or documentation. We trust that the Department will find this information appropriate for review and helpful in the selection process.

Sincerely,

[Signature]

Kelly Garrett
Salem Clark Development

Cc:
Sharon Gamble – sharon.gamble@tdhca.state.tx.us
Mark Mayfield – mmayfield@tahfc.com
John Shackelford - jshackelford@shackelfordlaw.net
Craig Alter – c.alter@commonweltco.net
Alyssa Carpenter – ajcarpen@gmail.com
Airport Runway Glide Paths

Exhibit 1a
Exhibit 1b

Airport Runway Glide Paths
**All deficiencies must be corrected or clarified by 5:00 pm Austin local time on May 15, 2018.**

Please respond to this email as confirmation of receipt.**

---

The Department has received a Third Party Request for Administrative Deficiency ("RFAD") regarding HTC Application **18347 Avenue Commons**. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please review the attached.

1. Considering the data provided in the request, submit mitigating information regarding the airport accident zone.

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. Submit all documentation via email to the person that issued this deficiency notice, named below.

**All applicants should review §§11.1(b) and 10.2(b) of the 2018 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.**

---

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Let us know how we are doing! Take the 2018 TDHCA Customer Service Survey here:  
https://www.surveymonkey.com/r/2018CustServ

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(a)).
About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us
The Development Site is not located within an airport accident zone, clear zone, or runway protection zone. Mr. Kelly Garrett, the RFAD requestor, has submitted incorrect information to TDHCA and misrepresented the Development Site.

The RFAD provides two sources of information: (1) Accident potential zone guidelines from Section 256.7, which is quoted from the Department of Defense and (2) Information purported to be from the Andrews County Airport. Neither of these sources of information are correctly applied to and/or are relevant to this airport and development requirements associated with the airport.

**Appropriate Airport Guidelines**

First, HUD discusses airport hazards in 24 CFR 51 Subpart D. In the Definitions section (attached), it is specifically noted that Accident Potential Zones are areas at military airfields beyond the Clear Zone and that “There are no Accident Potential Zones at civil airports.” Furthermore, the standards for clear zones are established by different regulations for civil airports than military airfields. HUD has provided clarification that “The term in 24 CFR Part 51, Runway Clear Zones, was redefined in FAA’s Airport Design Advisory Circular (AC) 150/5300-13 to refer to Runway Protection Zones for civil airports” (see attached).

The Andrews County Airport is not a military airfield, so it is not regulated by Section 256 and as such does not have Accident Potential Zones. The information provided in the RFAD quoting Department of Defense regulations regarding Clear Zones and Accident Potential Zones for the Andrews County Airport is completely incorrect and misleading because such regulations do not pertain to the Andrews County Airport. As a civilian airport, the airport would have Runway Protection Zones.

The Texas Department of Transportation, which oversees the Andrews County Airport, has reviewed both the RFAD and the proximity of the Development Site to the Airport and provided the attached letter and map. TXDOT confirms that Department of Defense regulations apply to military airports only and the Andrews County Airport would fall under FAA regulations. The letter specifically gives the distance of the FAA Runway Protection Zone for the runway in question, which is 1,000 feet in length starting 200 feet from the end of runway 2. The letter also confirms that the Development Site is “well outside of the RPZ.” When viewing the map provided by TXDOT, the RPZ is indicated by a trapezoid shape with horizontal black lines spanning a length of 1000 feet. We have overlaid the drawing onto a Google Earth map, which shows that the RPZ is fully contained north of E Broadway Street and not near the Development Site.

The TXDOT letter does note that the Development Site will need to comply with Navigable Airspace standards, which would be triggered upon structure heights of 41’ or 205’. The proposed Development as submitted with the Application has a height of 40’ 6 1/2”, which is below the 41’ that would require an airspace study and below the 205’ that would be an airspace/aircraft hazard (see building height confirmation letter from the Architect). As stated in the TXDOT letter, if the proposed development is outside the RPZ and airspace standards are met, then TXDOT and FAA regulations are met.

**Information from Andrews County Airport**

Second, the RFAD provides information purported to be from the Andrews County Airport. Mr. Garrett claims to have spoken with Airport Manager Robert Vargas and, as quoted in the RFAD, “Mr. Vargas provided documentation (See Exhibit 1a2a) that shows runway information, including Clear Zones (Clear Zones or CZ) and Accident Zones (Accident Potential Zones, APZ or AZ), for the airport.”
It is clear from the documentation provided that this is a false statement. Exhibits 1a and 2a are maps called “Airport Runway Glide Paths” that Mr. Garrett has personally labeled “Accident Zone.” Nothing on the original Glide Path map says “clear zone” or “accident zone” or “accident potential zone” or “runway protection zone.” TXDOT and HUD regulations have already established that civilian airports do not have Accident Potential Zones and that civilian airports have “Runway Protection Zones” instead of “Clear Zones.” By personally labeling the map with incorrect and misleading information, Mr. Garrett has appeared to make false statements and purposeful misrepresentation of the facts. The RFAD provides nothing from Mr. Vargas with actual information about the Runway Protection Zone.

We have spoken with Mr. Robert Vargas and he has provided correct information in the form of the attached letter. Mr. Vargas reiterates information from TXDOT and confirms (1) that accident zones and clear zones are military terms that are not applicable to the Andrews County Airport, (2) that the RPZ for Runway 2 is 1000’ and that the Development Site is outside of the RPZ, and (3) that the Glide Path map (submitted in the RFAD) was “to determine the allowable height of a structure from a specific distance from the runway end or edge” and that “it does not impose a blanket prohibition of land use within the entire area.” We do not know whether Mr. Kelly Garrett intentionally misrepresented the Glide Path as being an “Accident Zone” or misunderstood Mr. Vargas, but Mr. Garrett’s statements and map submitted with the RFAD were negligent misrepresentations of the facts. Using the Glide Path map, Mr. Vargas confirms that the Development’s buildings would need to be over 200’ in height to become a hazard to the airspace and he states that “After reviewing the proposed area of the development in the Avenue Commons district, the Andrews County Airport does not object to the development in the proposed area.”

Finally, the Applicant has had several predevelopment discussions with the City of Andrews regarding the proposed Development and the City has reviewed the proximity of the Development Site in relation to the Airport. Please find the attached letter from the City of Andrews that confirms that the Development Site is outside of the RPZ and that the City does “not consider the location to be a safety concern.”

Conclusion
In conclusion, the Development Site is not located within the Runway Protection Zone of the Andrews County Airport and the Andrews County Airport is not a military airfield that would have clear zones or accident potential zones. The Development Site is not ineligible per 10.101(a)(2)(H) which lists “Development Sites in which the buildings are located within the accident zones or clear zones of any airport.” The location of Avenue Commons has been reviewed by the City of Andrews, TXDOT, and the Andrews County Airport and has been deemed to be an allowable multifamily site without safety concerns.

We also believe that the Department should investigate whether Mr. Kelly Garrett has purposely made false statements and misrepresentations in his RFAD. At best, the submission shows a complete lack of integrity to the research and understanding of the subject matter; at worst, the information was purposely manipulated to give a false impression to TDHCA about the facts. Section 10.202(1)(K) of the 2018 Uniform Multifamily Rules states that an Applicant is ineligible if the Applicant “has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application.” Mr. Garrett has provided false and misleading documentation and apparent intentional or negligent material misrepresentations in connection with Application 18347 Avenue Commons.
**Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields**


**SOURCE:** 49 FR 880, Jan. 6, 1984, unless otherwise noted.

**§51.300 Purpose.**

It is the purpose of this subpart to promote compatible land uses around civil airports and military airfields by identifying suitable land uses for Runway Clear Zones at civil airports and Clear Zones and Accident Potential Zones at military airfields and by establishing them as standards for providing HUD assistance, subsidy or insurance.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

**§51.301 Definitions.**

For the purposes of this regulation, the following definitions apply:

(a) **Accident Potential Zone.** An area at military airfields which is beyond the Clear Zone. The standards for the Accident Potential Zones are set out in Department of Defense Instruction 4165.57, "Air Installations Compatible Use Zones," November 8, 1977, 32 CFR part 256. There are no Accident Potential Zones at civil airports.

(b) **Airport Operator.** The civilian or military agency, group or individual which exercises control over the operations of the civil airport or military airfield.

(c) **Civil Airport.** An existing commercial service airport as designated in the National Plan of Integrated Airport Systems prepared by the Federal Aviation Administration in accordance with section 504 of the Airport and Airway Improvement Act of 1982.

(d) **Runway Clear Zones and Clear Zones.** Areas immediately beyond the ends of a runway. The standards for Runway Clear Zones for civil airports are established by FAA regulation 14 CFR part 152. The standards for Clear Zones for military airfields are established by DOD Instruction 4165.57, 32 CFR part 256.
This Worksheet was designed to be used by those “Partners” (including Public Housing Authorities, consultants, contractors, and nonprofits) who assist Responsible Entities and HUD in preparing environmental reviews, but legally cannot take full responsibilities for these reviews themselves. Responsible Entities and HUD should use the RE/HUD version of the Worksheet.

Airport Runway Clear Zones (CENST) – PARTNER
https://www.hudexchange.info/environmental-review/airport-hazards

1. Does the project involve the sale or acquisition of developed property?
   ☐ No →  If the RE/HUD agrees with this recommendation, the review is in compliance with this section. Continue to the Worksheet Summary below.

   ☐ Yes →  Continue to Question 2.

2. Is the project in the Runway Protection Zone/Clear Zone (RPZ/CZ)\(^1\)?
   ☐ No →  If the RE/HUD agrees with this recommendation, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within either zone.

   ☐ Yes →  Written notice must be provided to prospective buyers to inform them of the potential hazards from airplane accidents as well as the potential for the property to be purchased as part of an airport expansion project. A sample notice is available through the HUD Exchange. Provide a map showing that the site within RPZ/CZ. Work with the RE/HUD to provide written notice to the prospective buyers. Continue to the Worksheet Summary below.

Worksheet Summary
Provide a full description of your determination and a synopsis of the information that it was based on, such as:
- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your program or region

Include all documentation supporting your findings in your submission to HUD.
Click here to enter text.

\(^1\) Runway Protection Zone/Clear Zones are defined as areas immediately beyond the ends of runways. The standards are established by FAA regulations. The term in 24 CFR Part 51, Runway Clear Zones, was redefined in FAA’s Airport Design Advisory Circular (AC) 150/5300-13 to refer to Runway Protection Zones for civil airports. See link above for additional information.
310. Runway Protection Zone (RPZ).

The RPZ’s function is to enhance the protection of people and property on the ground. This is best achieved through airport owner control over RPZs. Control is preferably exercised through the acquisition of sufficient property interest in the RPZ and includes clearing RPZ areas (and maintaining them clear) of incompatible objects and activities.

a. RPZ background.

(1) Approach protection zones were originally established to define land areas underneath aircraft approach paths in which control by the airport operator was highly desirable to prevent the creation of air navigation hazards. Subsequently, a 1952 report by the President’s Airport Commission (chaired by James Doolittle), entitled The Airport and Its Neighbors, recommended the establishment of clear areas beyond runway ends. Provision of these clear areas was not only to preclude obstructions potentially hazardous to aircraft, but also to control building construction as a protection from nuisance and hazard to people on the ground. The Department of Commerce concurred with the recommendation on the basis that this area was “primarily for the purpose of safety and convenience to people on the ground.” The FAA adopted “Clear Zones” with dimensional standards to implement the Doolittle Commission’s recommendation. Guidelines were developed recommending that clear zones be kept free of structures and any development that would create a place of public assembly.

(2) In conjunction with the introduction of the RPZ as a replacement term for Clear Zone, the RPZ was divided into “extended object free” and “controlled activity” areas. The extended object free area has subsequently been renamed as the “central portion of the RPZ.” The RPZ function is to enhance the protection of people and property on the ground. Where practical, airport owners should own the property under the runway approach and departure areas to at least the limits of the RPZ. It is desirable to clear the entire RPZ of all above-ground objects. Where this is impractical, airport owners, as a minimum, should maintain the RPZ clear of all facilities supporting incompatible activities. See FAA Memorandum, Interim Guidance on Land Uses Within a Runway Protection Zone, dated 9/27/2012, for guidance on incompatible activities.

b. Standards.

(1) RPZ Configuration/Location. The RPZ is trapezoidal in shape and centered about the extended runway centerline. The central portion and controlled activity area are the two components of the RPZ (see Figure 3-16).

(a) Central Portion of the RPZ. The central portion of the RPZ extends from the beginning to the end of the RPZ, centered on the runway centerline. Its width is equal to the width of the runway OFA (see Figure 3-16). Interactive Table 3-3 contains the dimensional standards for the OFA and RPZ.

(b) Controlled Activity Area. The controlled activity area is the remaining area of the RPZ on either side of the central portion of the RPZ.
Mr. Craig Alter  
V.P. of Development, Commonwealth Development Corp.  
11612 Bee Cave Road, Bldg. 2, Suite 152  
Austin, TX 78738  
May 9, 2018  

RE: Improvements in vicinity of Andrews County Airport  

Mr. Alter,  

We are in receipt of your request to clarify federal standards for Andrews County Airport of Runway Protection Zones RPZ and height hazard requirements for civilian airports. The requirement standard for Department of Defense DOD airports such as an air force base or naval air base is different than airports used for civilian purposes. DOD rules are only applied to military installations controlled or jointly controlled by the military. Andrews County is strictly a non-commercial service civilian airport controlled by the County of Andrews and falls under the design standards rules of the Federal Aviation Administration FAA.  

The FAA design advisory circular 150/5300-13 states the RPZ’s function is to enhance the protection of people and property on the ground. Outside of RPZ is suitable for, in the case of Runway 2-20 at Andrews County Airport, whatever the local controlling government deems appropriate (except for some exclusions such as landfills which attract wildlife).  

Attached is the Airport Layout Diagram ALD depicting the dimensions of the RPZ which is 1,000’ in length starting 200’ from the end of runway 2 with a starting width of 500’ and increasing to 700’ until the end of the 1,000’. The proposed development, which you depicted its location, is at least 2,200’ from the start of the RPZ making it well outside of the RPZ.  

Next, the owner of the proposed structure must ensure that they comply with Title14, Chapter 1, Subchapter E, Part 77 which is the federal regulation for Safe, Efficient Use, and
Preservation of the Navigable Airspace. Part 77 should mirror the height hazard zoning ordinance that Andrews County adopted. The owner or owner’s representative will need to submit an airspace study to the FAA for an airspace review if the structure will penetrate the 100:1 surface (100’ horizontally to 1’ vertically) which is the trigger to submit for an airspace determination. My unofficial estimate and by using the assigned approach slope of 100’ to 1’ the structure will need to be at least 41’ in height for the required air space study. If a study is required then the structure would then need to penetrate a 20’ to 1’ approach surface for the FAA to determine it a hazard to airspace/aircraft. At a 20’ to 1’, in my unofficial estimate, the structure would need to be in excess of 205’ before it would impact the approach of runway 2.

If the proposed development falls outside the RPZ and the airspace standards are met then all obligations required to Andrews County by TxDOT Aviation & the FAA are met.

Additionally, you can use the link:

https://oeaaa.faa.gov/oeaaa/external/glsTools/glsAction.jsp?action=showNoNoticeRequire dToolForm to determine if an airspace filing is required.

Thank you,

Wade H. Troth

Cc: Greg Miller
    Robert Vargas
    Robert Jackson
Runway Protection Zone indicated by black horizontal lines

Development Site not located in Runway Protection Zone
Date: 5-11-18

To: Sharon Gamble, TDHCA,
PO Box 13941
Austin, Tx 78711-3941

From: M+A Design, Inc.

RE: Avenue Commons
Mustang Dr. and SE Ave
Andrews, TX

Dear Sharon Gamble,

I am writing this letter to address the building height for the project Avenue Commons in Andrews, TX. The tallest building on the site, which is a 3 story multi-family apartment building with a pitched roof, will not exceed 41'-0" at the tallest ridge line.

Please see the attached Exhibit A for a drawing that depicts the height of 40'-6 1/2" of the proposed building.

If you have any questions or concerns please feel free to contact me directly at anytime.

Sincerely,

Stan Ramaker
Architect
Exhibit A

SIDE ELEVATION
BUILDING #1 & #2

SCALE: 1/8" = 1'-0"
Mr. Craig Alter  
Commonwealth Development Corp.  
May 14, 2018  
RE: Proposed Construction in vicinity of E11 Andrews County Airport  

Mr. Alter,  

After reviewing the proposed area of development in the Avenue Commons district, the Andrews County Airport does not object to the development in the proposed area.

Accident zones or clear zones are terms non-applicable to the Andrews County Airport as we are a non-commercial airport and these terms are associated with military airports.

The Runway Protection Zone (RPZ) extends out from the Airport’s Runway 2 for 1000’ and your proposed area of development is well outside of this zone. Your structure would need to be over 200’ in height in order to be determined a hazard to the airspace in the vicinity. The trapezoidal shape of the RPZ can be seen on the Airport Layout Drawing. (see attachment)

The Airport’s height hazard zoning ordinance prohibits the development around the airport that has the potential to penetrate the Part 77 approach surface. There are 5 different surfaces illustrated on the glide path map. The purpose of the map is to determine the allowable height of a structure from a specific distance from the runway end or edge. It does not impose a blanket prohibition of land use within the entire area.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal.

Thank you,

Robert Vargas

Robert Vargas  
Airport Manager  
Andrews County Airport  
853 E Broadway  
Andrews, TX 79714
Runway in question
May 11, 2018

Mr. Craig Alter  
VP of Development, Commonwealth Development Corp.  
11612 Bee Caves Rd, Bldg. 2, Ste. 152  
Austin, TX 78738

Mr. Alter,

I am writing this letter to help clear up some misinformation that has come up regarding the site of the proposed Avenue Commons development and its proximity to the Andrews County Airport.

As has already been confirmed by you, through your discussions with and letter dated May 9th from TXDoT, your development’s location is not within the Runway Protection Zones (RPZs) per TXDoT and FAA, and that the Andrews County Airport is not a military airport. Additionally, it has been confirmed that development outside of the RPZ should mirror the height hazard zoning ordinance that Andrews County has adopted, and the heights of your buildings look to be well within the allowable heights as initially estimated by TXDoT.

The City of Andrews spent a significant amount of time reviewing eligible multifamily applications for the 2018 Tax Credit round -- this review included appropriateness of the site. We do not have concerns about the location of this multifamily development’s proximity to the airport. As you will note, there are numerous other residential properties located near the airport. Residential development is allowable at your site and we do not consider the location to be a safety concern.

Sincerely,

[Signature]

Steven Gallier  
Building Official
**All deficiencies must be corrected or clarified by 5:00 pm Austin local time on May 15, 2018.**

Please respond to this email as confirmation of receipt.

The Department has received a Third Party Request for Administrative Deficiency ("RFAD") regarding HTC Application **18347 Avenue Commons**. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please review the attached.

1. Considering the data provided in the request, submit mitigating information regarding the airport accident zone.

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. Submit all documentation via email to the person that issued this deficiency notice, named below.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 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.

Regards,

Sharon D. Gamble MSW, PMP

Competitive Housing Tax Credit Program Administrator

Texas Department of Housing and Community Affairs

(512) 936-7834
Let us know how we are doing! Take the 2018 TDHCA Customer Service Survey here:
https://www.surveymonkey.com/r/2018CustServ

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(a)).

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us

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18347 Request for Administrative Deficiency - Avenue Commons.pdf
1878K
May 31, 2018

M. Kelly Garrett
Salem Clark Development
7801 Jack Finney Blvd., #101
Greenville, TX 75402

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18347 AVENUE COMMONS

Dear Mr. Garrett:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Application above to determine whether Applicant should have disclosed that the Development Site is within an airport “Accident Zone” and, if so, the Development Site should be found ineligible under 10 TAC §10.101(a)(2) related to Undesirable Site Features. Staff determined that an Administrative Deficiency was appropriate for the request and issued a deficiency notice to the Applicant on May 8, 2018. The Applicant responded timely.

In the response, the Applicant provided evidence from the Texas Department of Transportation, the Andrews County Airport, and the City of Andrews that the Development Site as presented does not violate any of their proximity requirements. The response explains the different requirements related to military airports versus civilian airports. The information you provided appears to relate to military airports, which the Andrews County Airport is not.

I find that the issues raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency. Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.
For purposes of staff's review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

Marni Holloway
Multifamily Division Director

Cc: Craig Alter
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Underwriting RFI - TDHCA #:

Development Name: Avenue Commons

Underwriter: Gregg Kazak

Phone: (512) 475-2050

In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Wednesday, May 30, 2018 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole 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 Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. Please provide a draft management agreement that reflects your budgeted 6.00% management fee.

   Response:
   Please see the enclosed draft management agreement which reflects a management fee of 6.00%.

2. Please provide a staffing plan that supports your budgeted payroll & payroll tax expense of $81,250.

   Response:
   Please see the enclosed staffing plan. While the expense estimate for the management and maintenance staff differs in our application, note that the total payroll estimate in the enclosed staffing plan supports our total payroll estimate in the application.

3. What is the mortgage insurance premium (as a percentage) on your FHA 221(d)(4) permanent loan, and is it included or in addition to the 4.75% rate?
4. Your budgeted vertical building cost ($89.47/sf or $77,478/unit) is approximately 36% higher than our initial estimate using Marshall & Swift’s model for average quality construction. Please provide documentation to support your estimate (for example, actual costs on other similarly designed projects that you have previously built or construction bids on this project, each with a corresponding schedule of values).

Response:

Please see the enclosed SOV from the construction contract for #14132 Mission Village of Monahans, the most recent property we have developed also located in Rural Region 12. Per the contract, building costs for Mission Village of Monahans was $78,671/unit or $71.81/sf. The cost per unit is relatively equal to our current projections for the subject development ($77,474/unit). Please note that the cost per sf of both projects vary as a result of the much larger average unit size of the property in Monahans (1095 sf vs. 866 sf). The variance between the cost per sf of both projects is essentially equal to the variance of the average unit size. If Mission Village of Monahans had the same average unit size as the subject property, the cost per sf would be $90.80 which is relatively equal to our current cost per sf estimate for the subject. Note that had Mission Village of Monahans been a 2018 application, the project would have cost significantly more to develop as a result of the increases to the cost of labor and materials in the area since the property was developed.

Additionally, please also see the enclosed SOV from BC Contracting Co, LLC a third party contractor that we are almost certainly moving forward with for the development of the subject property. While this bid is slightly higher than our application estimate, we intend to meet the application construction cost through reallocation of value engineering as required.

5. The buildings and parking lot appear to take up a relatively small part of the site being acquired. What is the planned use for the rest of the acreage?

Response:

The rest of the acreage will remain undeveloped but will be maintained.

6.

Response:

7.

Response:

8.

Response:

9.

Response:
Multifamily Finance Division 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