



2020 Multifamily Uniform Application

REVISED February 20, 2020



2020 Multifamily Uniform Application Certification

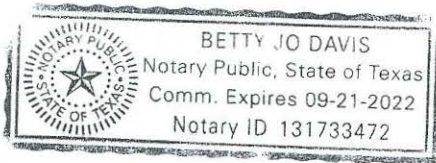
Development Name: Heritage Heights at Big Spring

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

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

TX Big Spring 2019, Ltd
Applicant Entity Name
By: [Signature]
Signature of Authorized Representative
Adrian Iglesias
Printed Name
Authorized Representative
Title
03/25/2020
Date

Sworn to and subscribed before me on the 25 day of March, 2020
by Adrian Iglesias
(Personalized Seal)



[Signature]
Notary Public Signature
Texas
Notary Public, State of
Denton
County of
9-21-2022
My Commission Expires:
~~9-21-2022~~ 3-25-2020
Date

Not Applicable



Required for Tax Exempt Bond Developments only

4% Housing Tax Credit/Bond Application Filing

Development Name:



Lottery Application

For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.



Non-Lottery Application



Priority 1 or 2 Application with advance notice of a Certificate of Reservation:

Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.



Priority 3 Application

Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. **A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.**



Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.

Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.



An Inducement Resolution has been approved by the Bond Issuer and a copy is provided here or behind Tab 8.

See Board Meeting and Corresponding Submission Dates on Next Page

Board Meeting and Corresponding Submission Dates. *(Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).*

Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

- The *Certification, Acknowledgement, and Consent of Development Owner* is included behind this tab.

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

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

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

10 TAC §11.101(a)(2) - Undesirable Site Features.

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

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

10 TAC §11.101(a)(3) - Neighborhood Risk Factors (NRF). Insert NRF Report Packet behind this Tab.

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

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

10 TAC §11.202(1)(N) - Voluntary Compliance Agreement

(or any similar agreement resulting from negotiations regarding noncompliance)

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

Submit documentation regarding any disclosures behind this Tab.

Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov't Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even

if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

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

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

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

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

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

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

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order

to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

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

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

Accessibility Requirements

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

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

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

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include a complete assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.

Unused Credit or Penalty Fee *(select one box as applicable)*

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

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

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

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

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

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

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

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

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

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

_____ The Development **is not** located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs ("VA") and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

_____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.

_____ The proposed Development **is** located in an area with an undesirable site feature and a request for waiver with all supporting documentation is included in the Application (select all that apply):

_____ within 300 feet of junkyards

_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

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

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

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

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

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

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

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

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

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

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

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

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development

A Neighborhood Risk Factors Report Packet was submitted for blight with the original 2019 9% HTC application and the TDHCA board found the site eligible at the April 25, 2019 board meeting.

2020 Development Owner's Certification

Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

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

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

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

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

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

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

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

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

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

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

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

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

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



February 14, 2019

TDHCA
221 East 11th Street
Austin, Texas 78701-2410
Attention: Marni Holloway

RE: Disclosure of Termination of Existing Affordable Housing Participation

Dear Ms. Holloway:

As required pursuant to the current rules and regulations for participants applying for 2019 state of TX LIHTCs, I am writing to disclose the potential future removal of one of the principals of our current applications from an existing affordable housing development. This disclosure is in relation to the following 2019 LIHTC applications:

- 19216 – Heritage Heights at Abilene; 19365 - Heritage Estates at Huntsville
- 19202 – Heritage Heights at Big Spring

Daniel Winters, one of the partners of Hill Tide Development, is currently involved in the ownership structure of a previous 2017 TDHCA application in Lago Vista, TX called Vista Bella (TDHCA application 17204). This project was originated and developed by KCG development and ADC Communities, LLC. Dan, via 2 entities he controlled (DH Affordable Investor, LLC and DH Affordable Partner, LLC) was awarded a small ownership piece of Vista Bella as part of his compensation package as an employee of Alliant Capital. This small percentage is held in DH Affordable Partner, LLC. He also invested in a small part of the project via DH Affordable Investor, LLC. The ownership percentages given to him as part of his compensation were subject to a three year vesting period.

Dan left Alliant prior to the completion of his three year vesting period. As a result, and to avoid future conflicts of interest, it is Dan's intent to transfer 100% of his ownership interest in the above entities over to ADC Communities, LLC at the earliest point allowed by TDHCA. Dan currently has no control of the project and receives no benefit. Dan's interest in the project was a function of his role as an employee for Alliant Capital and he had no prior decision making authority in the deal or provided any guaranties. The guaranties and management of the project were provided by the principals of Alliant Capital and KCG development, and the project continues to rely solely on their strength as it did at the time Dan worked for Alliant.

Since Dan received only a minority interest in the deal (11% or less) and was not involved in the guaranties or development of the transaction, it is our belief that his future removal has no material

effect on the transaction or his ability to perform on the applications listed above. However, in compliance with TDHCA rules, we wanted to fully disclose this intent.

Please let me know if you have any additional questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'R Long', with a stylized flourish extending to the right.

Robert Long

Partner

Hill Tide Development, LLC

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
GOVERNING BOARD MEETING

A G E N D A
8:00 AM
APRIL 25, 2019

William B. Travis Building
1701 Congress Avenue
Room 1-111
Austin, Texas 78701

CALL TO ORDER

ROLL CALL

J.B. Goodwin, Chair

CERTIFICATION OF QUORUM

Pledge of Allegiance - I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Texas Allegiance - Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

Resolution recognizing May as *National Mobility Awareness Month*

Resolution recognizing May as *Community Action Month*

CONSENT AGENDA

Items on the Consent Agenda may be removed at the request of any Board member and considered at another appropriate time on this agenda. Placement on the Consent Agenda does not limit the possibility of any presentation, discussion or approval at this meeting. Under no circumstances does the Consent Agenda alter any requirements under Chapter 551 of the Tex. Gov't Code, Texas Open Meetings Act. Action may be taken on any item on this agenda, regardless of how designated.

ITEM 1: APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS:

LEGAL

- a) Presentation, discussion, and possible action regarding the adoption of an Agreed Final Order concerning Homes of Persimmons (HTC 98170 / CMTS 2026)
- b) Presentation, discussion, and possible action regarding the adoption of an Agreed Final Order concerning Fountains at Chimney Rock (HTC 93048 / CMTS 1129)

Jeffrey T. Pender
Deputy General Counsel

COMMUNITY AFFAIRS

- c) Presentation, discussion, and possible action on awards for 2019 Community Services Block Grant discretionary funds for education and employment services to Native American and Migrant Seasonal Farmworker populations

Michael DeYoung
Director of
Community Affairs

BOND FINANCE

- d) Presentation, discussion, and possible action on Resolution No. 19-030 regarding the annual approval of the Department's Investment Policy
- e) Presentation, discussion, and possible action on Resolution No. 19-031 regarding the annual approval of the Department's Interest Rate Swap Policy

Monica Galuski
Director of
Bond Finance

MULTIFAMILY FINANCE

Marni Holloway
Director of
MF Finance

- f) Presentation, discussion and possible action on staff determinations regarding Application disclosures under 10 TAC §11.101(a)(2) related to Applicant Disclosure of Undesirable Site Characteristics

19051	Casa de Manana Apartments	Corpus Christi
19078	Provision at Patriot Place	Hurst
19079	Provision at Patriot Parkway	Venus
19126	3104 Division Lofts	Arlington
19132	Village at Boyer	San Antonio
19139	Hamilton Wolfe Lofts	San Antonio
19214	Lakeridge Villas	Ennis
19239	Talavera Lofts	Austin
19285	Everly Plaza	Fort Worth
19296	McKee City Living	Houston
19319	Bardin Apartments	Arlington
19332	Avanti at South Bluff	Corpus Christi

- g) Presentation, discussion and possible action on staff determinations regarding Application disclosures under 10 TAC §11.101(a)(3) related to Neighborhood Risk Factors

19040	Vista East	Houston
19047	Parkway Meadows	Houston
19085	Gala at MacGregor	Houston
19088	Metro Tower Lofts	Lubbock
19132	Village at Boyer	San Antonio
19134	Village at Nogalitos	San Antonio
19136	Luna Flats	San Antonio
19159	Mid Tule Village Apartments	Tulia
19202	Heritage Heights at Big Spring	Big Spring

- h) Presentation, discussion, and possible action on a Determination Notice for Housing Tax Credits with another Issuer

19403	Mesa West	San Antonio
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- i) Presentation, Discussion, and Possible Action regarding an Update to the State of Texas 2008 Action Plan Substantial Amendment for the Neighborhood Stabilization Program

ASSET MANAGEMENT

- j) Presentation, discussion, and possible action regarding a Material Amendment to the Housing Tax Credit Land Use Restriction Agreement

Rosalio Banuelos
Director of
Asset Management

02097	Grove Park Terrace	Waxahachie
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RULES

- k) Presentation, discussion, and possible action on an order proposing an amendment to 10 TAC, Subchapter D, Uniform Guidance for Recipients of Federal and State Funds, §1.410 Determination of Alien Status for Program Beneficiaries, and directing publication for public comment in the *Texas Register*

Brooke Boston
Director of
Programs

- l) Presentation, discussion, and possible action on an order adopting the repeal of 10 TAC §5.802, Local Operators for the Section 8 Housing Choice Voucher Program, and directing its publication for adoption in the *Texas Register*

BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
APRIL 25, 2019

Presentation, discussion and possible action on staff determinations regarding Neighborhood Risk Factors

19040 Vista East	Houston
19047 Parkway Meadows	Houston
19085 Gala at MacGregor	Houston
19088 Metro Tower Lofts	Lubbock
19132 Village at Boyer	San Antonio
19134 Village at Nogalitos	San Antonio
19136 Luna Flats	San Antonio
19159 Mid Tule Village Apartments	Tulia
19202 Heritage Heights at Big Spring	Big Spring

RECOMMENDED ACTION

WHEREAS, pursuant to 10 TAC §11.101(a)(3) of the 2019 Qualified Allocation Plan (QAP) related to Neighborhood Risk Factors, if a Development Site has any of the characteristics described in subparagraph B of the subsection, the Applicant must disclose the presence of each such characteristic to the Department at the time the Application is submitted to the Department;

WHEREAS, Applicants have disclosed the presence of Neighborhood Risk Factors and staff has conducted a further review of the proposed sites and the surrounding neighborhoods pursuant to 10 TAC §11.101(a)(3) and prepared a summary for the Board; and

WHEREAS, pursuant to 10 TAC §11.101(a)(3), acceptable mitigation for such neighborhood risk factors, in accordance with the rule, was submitted for the Applications noted;

NOW, therefore, it is hereby,

RESOLVED, that the Board find the Development Sites for the Applications presented at this meeting eligible under the requirements of 10 TAC §11.101(a)(3).

Applicant Eligibility Certification-10 TAC §11.204(2)

The *Applicant Eligibility Certification(s)* is included behind this tab.

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

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

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

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

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

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

Applicant Eligibility Certification

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

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

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

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

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,

misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

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

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

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

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

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

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

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov't Code §2306.6733, or a provision of Tex. Gov't Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

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

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

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

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

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

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

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in

less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov't Code are met.

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

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

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

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

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the

materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.

Multifamily Direct Loan Certification (10 TAC Chapter 13)

Multifamily Direct Loan Certification is included behind this tab.



Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

Multifamily Direct Loan Certification

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the “Department”) for an award of Multifamily Direct Loan funds, which may be composed of HOME Investment Partnerships Program (“HOME”), Tax Credit Assistance Program Repayment Funds (“TCAP RF”), Neighborhood Stabilization Program Round 1 Program Income (“NSP1 PI”), and/or National Housing Trust Fund (“NHTF”). The undersigned hereby acknowledges that an award by the Department does not warrant that the Development is deemed qualified to receive such award. I (We) agree 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 Multifamily Direct Loan; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save 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 decision concerning this application for Multifamily Direct Loan funds or the use of information concerning the Multifamily Direct Loan.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the state Rules, as published in 10 TAC Chapters 1, 2, 10, 11, and 13, as well as Chapter 12 as applicable. I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the Multifamily Direct Loan program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct 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).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Direct Loan funds or until any issue of restitution is resolved. If false information is discovered after the award of

Multifamily Direct Loan funds, the Department may terminate the Applicant's written agreement and recapture all Multifamily Direct Loan funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Direct Loan agreement and any and all future Multifamily Direct Loan commitments and contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within 30 days of the person authorized to execute agreements, commitment and/or contracts on behalf of the Applicant.

I (We) certify that no person or entity that would benefit from the award of Multifamily Direct Loan funds has committed to providing a source of match.

I (We) certify that I (We) will meet, Texas Minimum Construction Standards, 2010 ADA Standards for Accessible Design, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 as further detailed in 10 TAC Chapter 1, Subchapter B. I (We) certify that the Development will meet all local building codes or standards that may apply as well as the Uniform Physical Conditions Standards in 24 CFR §5.705

I (We) certify that if refinancing is a component of the proposed development the Applicant must confirm that Multifamily Direct Loan funds will not be used to replace loans, grants or other financing provided or insured by any other Federal program, or in violation of the provisions of 10 TAC §13.3(e).

I (We) certify that if other federal or governmental assistance is used in the financing of this development I (We) will notify the Texas Department of Housing and Community Affairs.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy, I (We), am convicted of a violation under 8 U.S.C Section 1324a (f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Applicant of the violation.

If applying for HOME or TCAP-RF funds, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program and all Developments eligible to receive HOME funds will comply with such rules during the application process and, in the event of award of HOME funds, for the duration of the proposed Development.

If applying for NHTF funds, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the interim Housing Trust Fund rule, as published in 24 CFR Part 93, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the NHTF and all Developments eligible to receive NHTF funds will comply with such rules during the application process and, in the event of award of NHTF funds, for the duration of the proposed Development

Lead Based Paint

I (We) certify that documentation of compliance with the Texas Environmental Lead Reduction Rules in 25 TAC Chapter 295, Subchapter I or 24 CFR Part 35 (Lead Safe Housing Rule), as applicable, will be maintained in project files. I (We) understand that for Developments subject to 24 CFR Part 25, standard forms are available in the Federal Register , as indicated by the sources noted below.

- 1) Applicability 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from Lead Safe Housing Rule.
 - a) If the property is exempt, the file should include the reason for the exemption and no further documentation is required.
 - b) if the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:
 - i) Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to \$5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;
 - ii) Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing;
 - iii) Clearance Report 24 CFR §35.930(b) (3) – A report indicating a “clearance examination” was performed of the work site upon completion; and
 - iv) Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the applicable Multifamily Direct Loan Notice of Funding Availability (NOFA) approved by the Department’s Governing Board for which I (We) am applying.

I (We) understand that housing units subsidized by Multifamily Direct Loan funds must be affordable to low, very low or extremely low-income persons. I (We) understand that mixed income rental developments may only receive funds for units that meet the Multifamily Direct Loan affordability standards. I (We) understand that all Applications intended to serve persons with disabilities must adhere to the Department’s Integrated Housing Rule at 10 TAC §1.15.

I (We) understand that, pursuant to 10 TAC §13.11(b)(13), all contractors, consulting firms, Borrowers, Development Owners and Contract Administrators must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Direct Loan funds is for the actual cost of providing a service and that the service does not violate any conflict of interest provisions in 24 CFR Part 92, or 24 CFR Part 93, as applicable.

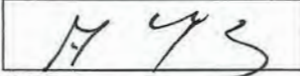
I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the Department in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.403.

I (We) certify that, the Development will meet the broadband infrastructure requirements of 81 FR 92626, and that these costs are included in the Application.

All applicants applying under a Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.

HUD Section 3

I (We) hereby agree that the work to be performed in connection with any award of HOME or NHTF funds is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. I (We) agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. For more information about HUD Section 3, please reference the TDHCA website dedicated to Section 3 at: <http://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm>


 (initial)

Environmental

I (We) understand that the environmental effects of each activity carried out with an award of HOME or NHTF funds must be assessed in accordance with the applicable provisions of National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.) and the related activities listed in HUD's implementing regulations at 24 CFR. parts 50, 51, 55, and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. **No loan may close or funds be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, and the Department has provided written clearance.**

The Department as the Responsible Entity must ensure that environmental effects of the property are assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.

I (We) certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than as allowed in 24 CFR. Part 58, has ceased.

I (We) understand that the environmental effects of each activity carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.

I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that **acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.**

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR Part 58, as applicable. **Choice-limiting activities include but are not limited to these examples:**

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

A 7 3
(initial)

Relocation and Anti-Displacement

The property proposed for this Application is _____ is not occupied. (check one)

If occupied, the occupant(s) are owners _____ tenants (residential) _____ tenants (commercial) _____ (check all that apply).

The property will have a transfer of federal assistance from an existing multifamily development _____ yes no.

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, and implementing regulations at 49 CFR Part 24. HOME, CDBG, and NSP are also subject to the relocation requirements of 24 CFR Part 42. Consistent with the goals and objectives of activities assisted under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

- 1) A detailed explanation of the reasons for displacement relocation;
- 2) A detailed plan of the relocation, including evidence of comparable replacement housing;
- 3) Copies of the General Information Notices (signed by the tenant or sent Certified Mail, return recipient requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
- 4) Estimated costs and funding sources available to complete the permanent relocation.

Demolition and Conversion

I (We) certify that when the work is to be performed in connection with any award of federal funds that are subject to 24 CFR Part 42 (CDBG, and HOME), then Development Owner will replace all occupied and vacant occupiable low-income housing that is demolished or converted to a use other than low-income housing as a direct result of the project. All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before receiving a commitment of federal funds for a project that will directly result in demolition or conversion, the project owner will make the information public in accordance with 24 CFR Part 42 and submit the information to TDHCA along with the following information in writing at application:

- 1) The location map, address, and number of dwelling units by bedroom size of lower income housing that will be demolished or converted to use other than as lower income housing as a direct result of the project;
- 2) A time schedule for the commencement and completion of the demolition and conversion;
- 3) To the extent known, the location, map, address, and number of dwelling units by bedroom size of the replacement housing that has been or will be provided;
- 4) The amount and source of funding and a time schedule for the provision of the replacement housing;
- 5) The basis for concluding that the replacement housing will remain lower income housing beyond the date of initial occupancy;
- 6) Information demonstrating that any proposed replacement of housing units with similar dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or SRO units with units of a different size is appropriate and consistent with the housing needs of the community; and
- 7) The name and title of the person or persons responsible for tracking the replacement of lower income housing and the name and title of the person responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any housing or the conversion of lower-income housing to another use.

A J S

 (initial)

Applications for Developments Previously Awarded Department Funds

This Application has X has not previously received Department funds. (check one)

If this Application has previously received Department funds and construction has already started or been completed, and acquisition and rehabilitation is not being proposed, a letter from the Applicant that seeks to explain why this Application should be found eligible in accordance with 10 TAC §13.5(h)(2) is provided behind this tab.

(initial)

By: A Iglesias
Signature of Authorized Representative

Adrian Iglesias
Printed Name

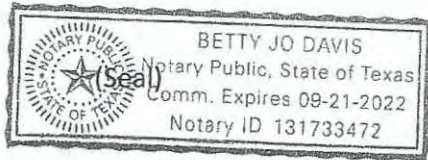
Authorized Representative
Title

03/25/2020
Date

THE STATE OF TEXAS §
COUNTY OF Denton §

Before me, a notary public, on this day personally appeared Adrian Iglesias, 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 25 day of March, 2020



Betty Jo Davis
Notary Public Signature



Generation Housing Development

April 15, 2020

Andrew Sinnott
Multifamily Loan Programs Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Heritage Heights at Big Spring, TDHCA #20502
Eligibility for Award of Multifamily Direct Loan Funds

Dear Mr. Sinnott:

In accordance with 10 TAC 13.5(h)(2), please accept this letter as a request for a finding of eligibility for Heritage Heights at Big Spring, TDHCA #20502. Heritage Heights at Big Spring was previously awarded Competitive Housing Tax Credits ("HTC") in the amount of \$900,000 and Multifamily Direct Loan Funds ("MFDL") in the amount of \$2,745,000 by the Texas Department of Housing and Community Affairs ("TDHCA") during the 2019 funding cycle. The applicant for Heritage Heights at Big Spring, TX Big Spring 2019, Ltd, has purchased the land for the development and is proceeding forward to close on the financing for the development.

TX Big Spring 2019, Ltd respectfully requests that the TDHCA Board find Heritage Heights at Big Spring eligible for an additional award of \$255,000 in MFDL. Construction pricing increased dramatically in Big Spring area since the time construction costs were estimated for the HTC application, and the additional MFDL award is needed to address these increased construction costs.

These adverse factors were beyond the applicant's control because labor and material costs have continued to increase at a rate much higher than the rest of the state. Further, these circumstances could not have been prevented, as the cost increases have been largely driven by low unemployment and incredibly high demand for building materials. Additionally, we have found that the majority of the construction-related demand is currently being met by out-of-town subcontractors. In addition to the increasing cost of materials, these companies are incurring additional overhead for lodging and transportation. Due to the fact that the construction contract is nearing finalization, additional exceptional conditions and cost increases are not expected.

Under the MFDL application, the applicant is proposing to restrict two additional units to the High HOME rent levels, as compared to the original application. Furthermore, the applicant is deferring additional developer fee in order to address construction cost increases.



Generation Housing Development

We are grateful for TDHCA's assistance and partnership in TX Big Spring 2019, Ltd's efforts to provide high-quality affordable housing in Big Spring, and respectfully request a finding of eligibility for an award of MFDL funds to Heritage Heights at Big Spring.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Applequist', with a long horizontal flourish extending to the right.

Chris Applequist
Authorized Representative, TX Big Spring 2019, Ltd

Applicant Information Page

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

1. Applicant Contact Information

Name:	<u>Adrian Iglesias</u>	Phone:	<u>(512) 971-9127</u>	
			Office	Extension
Email:	<u>Aiglesias@GHDevelopment.com</u>		Mobile	
Mailing Address:	<u>17440 North Dallas Pkwy, Suite 226</u>			
	Street			
	<u>Dallas</u>	<u>TX</u>	<u>75287</u>	
	City	State	Zip	

2. Second Contact

Name:	<u>Chris Applequist</u>	Phone:	<u>(817) 501-9577</u>	
			Office	Extension
Email:	<u>Chris.Applequist@GHDevelopment.com</u>		Mobile	

3. Consultant Contact (if applicable)

Name:	<u>Audrey Martin</u>	Phone:	<u>(512) 653-6386</u>	
			Office	Extension
Email:	<u>audrey@purplemartinre.com</u>		<u>(512) 653-6386</u>	
			Mobile	
Mailing Address:	<u>2110 W. Slaughter Ln.</u>			
	Street			
	<u>Austin</u>	<u>TX</u>	<u>78748</u>	
	City	State	Zip	

N/A to MFDL Application

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

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

Criteria Promoting Development of High Quality Housing

Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	0
Unit and Development Features	§11.9(b)(1)(B)	0
Sponsor Characteristics	§11.9(b)(2)	0
High Quality Housing Total		0

Criteria to Serve and Support Texans Most In Need

Point Item Description	QAP Reference	Points Selected
Income Levels of Residents	§11.9(c)(1)	0
Rent Levels of Residents	§11.9(c)(2)	0
Resident Services	§11.9(c)(3)	11
Opportunity Index	§11.9(c)(4)	7
Underserved Area	§11.9(c)(5)	4
Residents with Special Housing Needs	§11.9(c)(6)	0
Proximity to Job Areas	§11.9(c)(7)	0
Readiness to Proceed in Disaster Impacted Counties	§11.9(c)(8)	
Serve and Support Texans Most in Need Total		22

Criteria Promoting Community Support and Engagement

Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	
Commitment of Development Funding by Local Political Subdivision	§11.9(d)(2)	0
Declared Disaster Area	§11.9(d)(3)	0
Quantifiable Community Participation	§11.9(d)(4)	
Community Support from State Representative	§11.9(d)(5)	
Input from Community Organizations	§11.9(d)(6)	
Concerted Revitalization Plan	§11.9(d)(7)	
Community Support and Engagement Total		0

Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	0
Cost of Development per Square Foot	§11.9(e)(2)	0
Pre-application Participation	§11.9(e)(3)	0
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	0
Extended Affordability	§11.9(e)(5)	0
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	0
Funding Request Amount	§11.9(e)(8)	0
Efficient Use of Limited Resources and Applicant Accountability Total		0
Point Deductions	§11.9(f)	
Total Application Self Score		22

Multifamily Direct Loan Self-Score-10 TAC §13.6

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.

Point Item Description		10 TAC Reference	Points Selected
Subsidy Per Unit			
	MFDL Request/ MFDL or NHTF Units = 80,001-100,000	§13.6(4)	0
	MFDL Request/ MFDL or NHTF Units = 60,001-80,000		0
	MFDL Request/ MFDL or NHTF Units ≤ 60,000		0
Rent Levels of Residents		§13.6(5)	0
Resident Services		§11.9(c)(3)	11
Opportunity Index		§11.9(c)(4)	7
Underserved Area		§11.9(c)(5)	4
Total Application Self Score			22
Tiebreaker		§13.6(6)	0%

Site Information Form Part I

Self Score Total: **22**

1. Development Address (All Programs)

120 Airbase Rd

Big Spring

ETJ?

No

Address

City

12

79720

Howard

Rural

Rural via §11.204(5)(B) Rural

Region

Zip

County

Rural/Urban

Designation

2. Census Tract Information (All Programs)

48227950802

No

Median Household Income:

47147

Quartile:

3q

Poverty Rate:

15.2

11-digit Census Tract Number

QCT?

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

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

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

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))

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

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

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

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

The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.

The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

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

The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.

The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

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

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

The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

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

Development Site is appropriately zoned? Yes Zoning Designation: Multifamily Dwelling (MF)

Flood Zone Designation: X Entire Development Site is outside the 100 year floodplain. Yes

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

Important Farmland

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

Confirm the following supporting documents are provided behind this tab.

Statement explaining **how** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

9. School Rating (All Programs) [Tex. Gov't Code §2306.6710(a)]; [10 TAC §11.101(a)(3)(B)(iv)]

Children of the proposed development will attend:

School Name	Grades X through X			TEA Rating	
				2018	2019
Marcy Elementary	KG	through	2	MS	D
Washington El & Goliad El	3	through	4	MS	F
Big Spring Intermediate	5	through	6	IR	D
Big Spring Junior High	7	through	8	MS	C
Big Spring High School	9	through	12	MS	D

Account for each year for each school.

School district has no attendance zones and the closest schools are listed.

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted **behind Tab 2.** [§11.101(a)(3)(D)(iv)]

The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**

Elderly Development

Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)

Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units

The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. Waiver of Rules [10 TAC §11.207]

Applicant requests waiver of rules.

Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and

Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.

Supporting Documentation for the Site Information Form Part I

Maps:

Street Map with Site Drawn and Identified

Census Tract Map with Development Site Identified



https://www.huduser.gov/portal/sadda/sadda_gct.html

<https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>

Resolutions:

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

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain

Evidence of Zoning and/or Evidence of Re-Zoning Process



Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation

Information is included in the ESA.

Information is included behind this tab.

Go to <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx> and

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

Site and Neighborhood Standards (New Construction Direct Loan Only)

Statement regarding promoting housing choice explains **HOW** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)

School Attendance Zone Map with Development labeled;



2019 TEA accountability information for each school;

Neighborhood Risk Factors Report, if applicable, **is behind Tab 2;**



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

Waiver of Rules

The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.

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

Heritage Heights at Big Spring



700

Old State Hwy 80

Old State Hwy 80

W 13th St

Airbase Rd

Google Earth

© 2018 Google

1000 ft





48227950802 Go

Select a State Select a County Go

Map Options : Clear | Reset | Full Screen

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
- SADDA Legend: FMR Boundary SADDA Boundary 2020 Small DDA Non Metro DDA

Hide the overview

The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019

Map Options

- 13 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Select Year

- 2020
- 2019

Heritage Heights at Big Spring



Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

QCT for 2020	
Tract	9508.02
County	Howard County
State	TX
Status (2020)	Not Qualified
Poverty Rate	15.3%
Ratio of Tract Median Income to Tract Income Limit	0.690
Full Tract Number	48227950802

HUD at 50

Sustainable Construction in Indian Country

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse



2019 and 2020 Small DDAs and QCTs

48227950802

Select a State Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
- SADDA Legend: FMR Boundary SADDA Boundary 2020 Small DDA Non Metro DDA

[Hide the overview](#)

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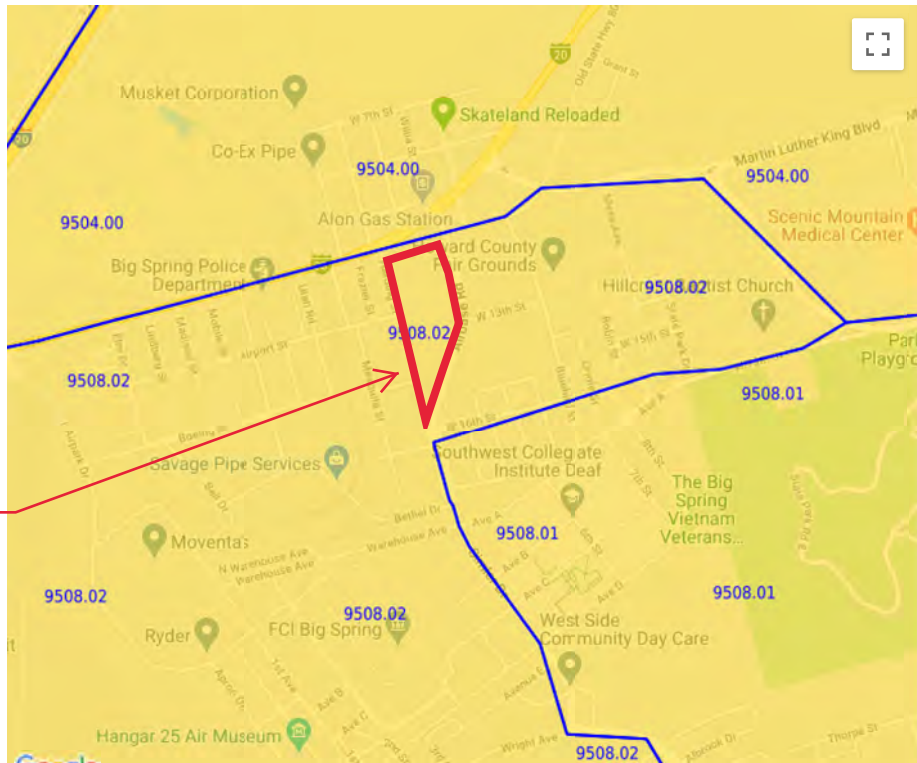
Map Options

- 15 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2020
- 2019



Heritage Heights at Big Spring

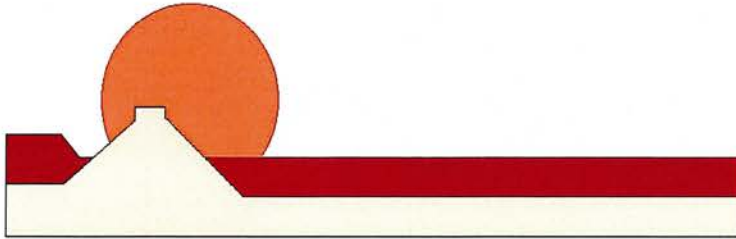
Map data ©2020

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Research

- Case Studies
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City of Big Spring
217 E. 3rd St., Big Spring, TX 79720
Planning Department

January 24, 2019

Generation Housing Development
17440 North Dallas Parkway, Suite 226
Dallas, TX 75287

SUBJECT: Zoning Verification Letter

PROPERTY: 120 Airbase Road located near the intersection of Airbase Road and Old Highway 1, respectively. More specifically, these properties occupy approximately 14.92 acres in the Big Spring Villa Addition, Block 1, Lot 1 (9.43 acres) and Block 2, Lot 1(4.50 acres) in Big Spring, Howard County, Texas. A zoning map of the properties and surrounding area is provided, below.

To Whom It May Concern:

This letter is to acknowledge that the property listed above is located in the City of Big Spring's Multifamily Dwelling (MF) Zoning District. Article 6, Section 6-6 of the City of Big Spring Zoning Ordinance lists a variety of uses allowed in MF Zoning Districts. Such zoning allows is tailored for multifamily housing, which is defined in Article 6, Section 6-4 as

“(a) zone designed to accommodate multiple-family residential development at a density of not more than one dwelling unit per 1,200 square feet on tracts no smaller than 7,500 square feet.”

Given the above definition, the use proposed for multifamily dwelling development targeted to attract ages 55+ residents would be considered an approved use allowed by right in the MF Dwelling Zoning District and therefore requires no additional zoning action to bring the property into compliance.

Should you have further questions regarding allowed uses in the City of Big Spring Zoning Ordinance, or any other matter related to land development, please contact our office at 432-264-2319. You may also access our Zoning Ordinance at <http://mybigspring.com> and follow the links “Government > Departments >Development> Planning and Zoning> Zoning Ordinance.”

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roxanne Johnston', is written over a light blue horizontal line. The signature is fluid and cursive.

Roxanne Johnston, City Planner

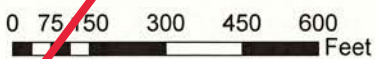


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Zoning Verification Map - Multi-Family Dwelling (MF)
120 Airbase Road
Big Spring Villa Addition, Bk 1, Lot 1 & Bk 2, Lot 1
Approx. 14.02 Acres near SW and SE intersection of Airbase and Old State Highway 1

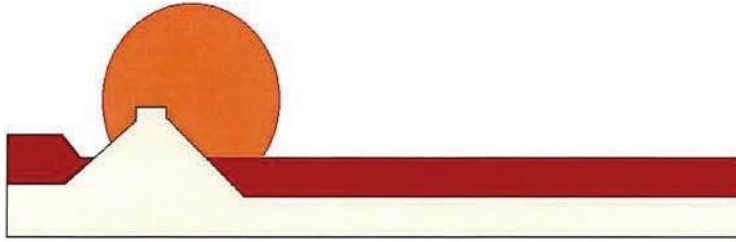
Legend

Subject Properties:



CITY OF BIG SPRING GIS /MAPPING DEPARTMENT 1/19





City of Big Spring
217 E. 3'd St., Big Spring, TX 79720
Planning Department

April 16, 2020

Generation Housing Development
17440 North Dallas Parkway, Suite 226
Dallas, TX 75287

SUBJECT: Zoning Verification Letter

PROPERTY: 120 Airbase Road located near the intersection of Airbase Road and Old Highway 1, respectively. More specifically, these properties occupy approximately 14.02 acres in the Big Spring Villa Addition, Block 1, Lot 1 (9.43 acres) and Block 2, Lot 1 (4.50 acres) in Big Spring, Howard County, Texas. A zoning map of the properties and surrounding area is provided, below.

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Roxanne Johnston, City Planner



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Zoning Verification Map- Multi-Family Dwelling (MF)
 120 Airbase Road
 Big Spring Villa Addition, Bk 1, Lot 1 & Bk 2, Lot 1
 Approx. 14.02 Acres near SW and SE intersection of Airbase and Old State Highway 1

Legend

Subject Properties: —

0 75 150 300 450 600
 Feet

CITY OF BIG SPRING GIS /MAPPING DEPARTMENT 1/19



Underlying Aquifer(s)	
Aquifer Name	Aquifer Description
Ogallala Aquifer	"The Ogallala Aquifer is the largest aquifer in the United States and is a major aquifer of Texas underlying much of the High Plains region. The aquifer consists of sand, gravel, clay, and silt and has a maximum thickness of 800 feet. Freshwater saturated thickness averages 95 feet. Water to the north of the Canadian River is generally fresh, with total dissolved solids typically less than 400 milligrams per liter. However, water quality diminishes to the south with large areas containing total dissolved solids in excess of 1,000 milligrams per liter. Naturally occurring high levels of arsenic, radionuclides, and fluoride in excess of the primary drinking water standards are also present. The Ogallala Aquifer provides significantly more water for users than any other aquifer in the state, primarily for irrigation. Although water level declines in excess of 300 feet have occurred in several areas over the last 50 to 60 years, the rate of decline has slowed, and water levels have risen in a few areas. The planning groups for Region A and Region O recommended numerous water management strategies using the Ogallala Aquifer, including drilling new wells, developing well fields, overdrafting, and reallocating supplies."
<p>Definition Source: Texas Major Aquifers Geodatabase (Updated December, 2006): Texas Water Development Board (TWDB) GIS Data, http://www.twdb.state.tx.us/mapping/gisdata and Texas Water Development Board, Water for Texas 2007, Chapter 7 Groundwater Resources, pg. 176-238 http://www.twdb.state.tx.us/wrpi/swp/swp.htm</p>	

Flood Zone(s)	
Zone Designation	Zone Description
Zone X (Unshaded)	Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)
<p>Source: Federal Emergency Management Agency (FEMA) Howard County, Texas Flood Insurance Rate Map (FIRM).</p> <p>This data was obtained from the most current FEMA information available on line. Actual flood elevation should be obtained by a qualified survey or other professional.</p> <p>During a flood event, the potential exists for the migration of hazardous substances and / or petroleum products to and / or from the subject property.</p>	

National Flood Hazard Layer FIRMette



32°14'24.53"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|------------------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| | | Regulatory Floodway |
| | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| OTHER AREAS OF FLOOD HAZARD | | Area with Reduced Flood Risk due to Levee. See Notes. Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| OTHER AREAS | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard Zone D |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/27/2019 at 6:13:56 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

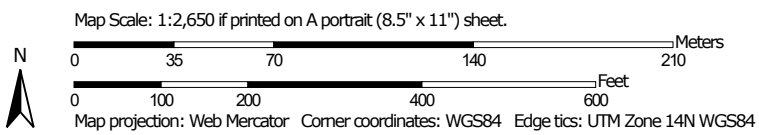
USGS The National Map: Orthoimagery, Data refreshed October, 2017.

0 250 500 1,000 1,500 2,000 Feet 1:6,000 32°13'54.10"N

Farmland Classification—Howard County, Texas




Soil Map may not be valid at this scale.











MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
































-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available




















Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Howard County, Texas

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer	
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	Soil Rating Points		Not prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Prime farmland if drained		Prime farmland if irrigated and reclaimed of excess salts and sodium	
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance	
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season	
	Farmland of statewide importance, if irrigated				Farmland of local importance		Prime farmland if irrigated and drained		Farmland of statewide importance, if irrigated	
					Farmland of local importance, if irrigated		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season			

Farmland Classification—Howard County, Texas

<ul style="list-style-type: none">  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if irrigated and drained  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60 	<ul style="list-style-type: none">  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season  Farmland of statewide importance, if warm enough  Farmland of statewide importance, if thawed  Farmland of local importance  Farmland of local importance, if irrigated 	<ul style="list-style-type: none">  Farmland of unique importance  Not rated or not available <p>Water Features</p> <ul style="list-style-type: none">  Streams and Canals <p>Transportation</p> <ul style="list-style-type: none">  Rails  Interstate Highways  US Routes  Major Roads  Local Roads <p>Background</p> <ul style="list-style-type: none">  Aerial Photography 	<p>The soil surveys that comprise your AOI were mapped at 1:24,000.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Warning: Soil Map may not be valid at this scale.</p> <p>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</p> </div> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Howard County, Texas Survey Area Data: Version 17, Sep 12, 2019</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: Feb 22, 2017—Dec 12, 2017</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>
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Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
MkB	Mansker loam, 1 to 3 percent slopes	Farmland of statewide importance, if irrigated	9.5	100.0%
Totals for Area of Interest			9.5	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Site and Neighborhood Standards – Statement Regarding Housing Choice

Heritage Heights at Big Spring will be located in census tract 48227950802, in Big Spring, Howard county. Heritage Heights at Big Spring will provide greater housing choice by offering new construction units serving elderly households at income levels of 30%, 50%, and 60% of the Area Median Income. Heritage Heights at Big Spring will promote housing choice because census tract 48227950802 and all surrounding census tracts do not have any existing housing tax credit developments for elderly populations. Furthermore, the census tract containing Heritage Heights at Big Spring has a low concentration of low income persons, with a poverty rate of only 15.2%. Additionally, the development site is located in close proximity to many desirable amenities as further documented within Tab 10 of the application.



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DP-1 | **Profile of General Population and Housing Characteristics: 2010** ⓘ
2010 Census Summary File 1

Table View

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NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.

Geography:

	Subject	Number	Percent
1 - 186 of 186 186	SEX AND AGE		
	Total population	6,703	100.0
	Under 5 years	184	2.7
	5 to 9 years	196	2.9
	10 to 14 years	155	2.3
	15 to 19 years	435	6.5
	20 to 24 years	670	10.0
	25 to 29 years	676	10.1
	30 to 34 years	689	10.3
	35 to 39 years	340	5.1
	40 to 44 years	628	9.4
	45 to 49 years	928	13.8
	50 to 54 years	1,061	15.8
	55 to 59 years	380	5.7
	60 to 64 years	89	1.3
	65 to 69 years	138	2.1
	70 to 74 years	46	0.7
	75 to 79 years	45	0.7
80 to 84 years	26	0.4	
85 years and over	17	0.3	
	Median age (years)	40.0	(X)
	16 years and over	6,146	91.7
	18 years and over	6,022	89.8
	21 years and over	5,481	81.8
	62 years and over	326	4.9
	65 years and over	272	4.1
	Male population	5,623	83.9
	Under 5 years	98	1.5
	5 to 9 years	101	1.5
	10 to 14 years	77	1.1
	15 to 19 years	371	5.5
	20 to 24 years	595	8.9
	25 to 29 years	575	8.6
	30 to 34 years	585	8.7
	35 to 39 years	264	3.9
	40 to 44 years	560	8.4
	45 to 49 years	860	12.8
	50 to 54 years	999	14.9
	55 to 59 years	339	5.1
	60 to 64 years	45	0.7
	65 to 69 years	105	1.6
	70 to 74 years	17	0.3
	75 to 79 years	19	0.3
	80 to 84 years	8	0.1
	85 years and over	5	0.1
	Median age (years)	41.0	(X)
	16 years and over	5,331	79.5
	18 years and over	5,234	78.1
	21 years and over	4,742	70.7
	62 years and over	181	2.7

65 years and over	154	2.3
Female population	1,080	16.1
Under 5 years	86	1.3
5 to 9 years	95	1.4
10 to 14 years	78	1.2
15 to 19 years	64	1.0
20 to 24 years	75	1.1
25 to 29 years	101	1.5
30 to 34 years	104	1.6
35 to 39 years	76	1.1
40 to 44 years	68	1.0
45 to 49 years	68	1.0
50 to 54 years	62	0.9
55 to 59 years	41	0.6
60 to 64 years	44	0.7
65 to 69 years	33	0.5
70 to 74 years	29	0.4
75 to 79 years	26	0.4
80 to 84 years	18	0.3
85 years and over	12	0.2
Median age (years)	31.6	(X)
16 years and over	815	12.2
18 years and over	788	11.8
21 years and over	739	11.0
62 years and over	145	2.2
65 years and over	118	1.8
RACE		
Total population	6,703	100.0
One Race	6,651	99.2
White	3,443	51.4
Black or African American	1,046	15.6
American Indian and Alaska Native	63	0.9
Asian	79	1.2
Asian Indian	3	0.0
Chinese	0	0.0
Filipino	1	0.0
Japanese	0	0.0
Korean	2	0.0
Vietnamese	0	0.0
Other Asian [1]	73	1.1
Native Hawaiian and Other Pacific Islander	1	0.0
Native Hawaiian	1	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	2,019	30.1
Two or More Races	52	0.8
White; American Indian and Alaska Native [3]	17	0.3
White; Asian [3]	1	0.0
White; Black or African American [3]	10	0.1
White; Some Other Race [3]	12	0.2
Race alone or in combination with one or more other races: [4]		
White	3,483	52.0
Black or African American	1,065	15.9
American Indian and Alaska Native	82	1.2
Asian	86	1.3
Native Hawaiian and Other Pacific Islander	5	0.1
Some Other Race	2,037	30.4
HISPANIC OR LATINO		
Total population	6,703	100.0
Hispanic or Latino (of any race)	2,864	42.7
Mexican	1,176	17.5
Puerto Rican	23	0.3
Cuban	2	0.0
Other Hispanic or Latino [5]	1,663	24.8
Not Hispanic or Latino	3,839	57.3
HISPANIC OR LATINO AND RACE		
Total population	6,703	100.0
Hispanic or Latino	2,864	42.7
White alone	809	12.1
Black or African American alone	31	0.5
American Indian and Alaska Native alone	4	0.1
Asian alone	1	0.0
Native Hawaiian and Other Pacific Islander alone	1	0.0
Some Other Race alone	1,986	29.6
Two or More Races	32	0.5
Not Hispanic or Latino	3,839	57.3
White alone	2,634	39.3
Black or African American alone	1,015	15.1
American Indian and Alaska Native alone	59	0.9

Asian alone	78	1.2
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	33	0.5
Two or More Races	20	0.3
RELATIONSHIP		
Total population	6,703	100.0
In households	1,789	26.7
Householder	619	9.2
Spouse [6]	261	3.9
Child	633	9.4
Own child under 18 years	498	7.4
Other relatives	176	2.6
Under 18 years	87	1.3
65 years and over	11	0.2
Nonrelatives	100	1.5
Under 18 years	18	0.3
65 years and over	1	0.0
Unmarried partner	53	0.8
In group quarters	4,914	73.3
Institutionalized population	4,914	73.3
Male	4,757	71.0
Female	157	2.3
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	619	100.0
Family households (families) [7]	452	73.0
With own children under 18 years	229	37.0
Husband-wife family	261	42.2
With own children under 18 years	117	18.9
Male householder, no wife present	61	9.9
With own children under 18 years	26	4.2
Female householder, no husband present	130	21.0
With own children under 18 years	86	13.9
Nonfamily households [7]	167	27.0
Householder living alone	143	23.1
Male	59	9.5
65 years and over	13	2.1
Female	84	13.6
65 years and over	39	6.3
Households with individuals under 18 years	271	43.8
Households with individuals 65 years and over	154	24.9
Average household size	2.89	(X)
Average family size [7]	3.37	(X)
HOUSING OCCUPANCY		
Total housing units	765	100.0
Occupied housing units	619	80.9
Vacant housing units	146	19.1
For rent	93	12.2
Rented, not occupied	1	0.1
For sale only	8	1.0
Sold, not occupied	3	0.4
For seasonal, recreational, or occasional use	1	0.1
All other vacants	40	5.2
Homeowner vacancy rate (percent) [8]	2.2	(X)
Rental vacancy rate (percent) [9]	25.8	(X)
HOUSING TENURE		
Occupied housing units	619	100.0
Owner-occupied housing units	353	57.0
Population in owner-occupied housing units	937	(X)
Average household size of owner-occupied units	2.65	(X)
Renter-occupied housing units	266	43.0
Population in renter-occupied housing units	852	(X)
Average household size of renter-occupied units	3.20	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.



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DP-1 **Profile of General Population and Housing Characteristics: 2010** ⓘ
2010 Census Summary File 2

Table View

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NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf2.pdf>.
Summary File 2 has a population threshold of 100. Data are available only for the population groups having a population of 100 or more of that specific group within a particular geographic area.

Geography:

Population Group:

	Subject	Number	Percent
1	SEX AND AGE [1]		
121 of 121	Total population	6,703	100.0
	Under 5 years	184	2.7
	5 to 9 years	196	2.9
	10 to 14 years	155	2.3
	15 to 19 years	435	6.5
	20 to 24 years	670	10.0
	25 to 29 years	676	10.1
	30 to 34 years	689	10.3
	35 to 39 years	340	5.1
	40 to 44 years	628	9.4
	45 to 49 years	928	13.8
	50 to 54 years	1,061	15.8
	55 to 59 years	380	5.7
	60 to 64 years	89	1.3
	65 to 69 years	138	2.1
	70 to 74 years	46	0.7
	75 to 79 years	45	0.7
	80 to 84 years	26	0.4
	85 years and over	17	0.3
	Median age (years)	40.0	(X)
	16 years and over	6,146	91.7
	18 years and over	6,022	89.8
	21 years and over	5,481	81.8
	62 years and over	326	4.9
	65 years and over	272	4.1
	Male population	5,623	83.9
	Under 5 years	98	1.5
	5 to 9 years	101	1.5
	10 to 14 years	77	1.1
	15 to 19 years	371	5.5
	20 to 24 years	595	8.9
	25 to 29 years	575	8.6
	30 to 34 years	585	8.7
	35 to 39 years	264	3.9
	40 to 44 years	560	8.4
	45 to 49 years	860	12.8
	50 to 54 years	999	14.9
	55 to 59 years	339	5.1
	60 to 64 years	45	0.7
	65 to 69 years	105	1.6
	70 to 74 years	17	0.3
	75 to 79 years	19	0.3
	80 to 84 years	8	0.1
	85 years and over	5	0.1
	Median age (years)	41.0	(X)

16 years and over	5,331	79.5
18 years and over	5,234	78.1
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20 to 24 years	75	1.1
25 to 29 years	101	1.5
30 to 34 years	104	1.6
35 to 39 years	76	1.1
40 to 44 years	68	1.0
45 to 49 years	68	1.0
50 to 54 years	62	0.9
55 to 59 years	41	0.6
60 to 64 years	44	0.7
65 to 69 years	33	0.5
70 to 74 years	29	0.4
75 to 79 years	26	0.4
80 to 84 years	18	0.3
85 years and over	12	0.2
Median age (years)	31.6	(X)
16 years and over	815	12.2
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RELATIONSHIP [1]		
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Unmarried partner	53	0.8
In group quarters	4,914	73.3
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HOUSING TENURE [3]		
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Population in owner-occupied housing units	937	(X)
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Population in renter-occupied housing units	852	(X)
Average household size of renter-occupied units	3.20	(X)

X Not applicable.

- [1] When a category other than Total Population is selected, all persons in the household are classified by the race, Hispanic or Latino origin, or tribe/tribal grouping of the person.
- [2] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."
- [3] When a category other than Total Population is selected, all persons in the household are classified by the race, Hispanic or Latino origin, or tribe/tribal grouping of the householder.
- [4] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.
- [5] As part of the release of Summary File 2 (SF2) data, the Census Bureau released quick-table DP-1 for 38 states between December 15, 2011 and April 5, 2012. Some of the data cells in these tables were found to be erroneous (the male institutionalized population count and percentage). The tables were removed on April 9, 2012, and the data cells were corrected and re-released on April 26, 2012.

Source: U.S. Census Bureau, 2010 Census.

Summary File 2, Tables PCT3, PCT4, PCT7, PCT9, PCT10, PCT15, PCT18, PCT22, PCT24, PCT28, PCT31, PCT32, PCT36, PCT37, PCT39, HCT2, HCT4, HCT5, and HCT7.



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DP-1 | **Profile of General Population and Housing Characteristics: 2010** ⓘ
2010 Demographic Profile Data

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NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/dpsf.pdf>.

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	Subject	Number	Percent
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	40 to 44 years	628	9.4
	45 to 49 years	928	13.8
	50 to 54 years	1,061	15.8
	55 to 59 years	380	5.7
	60 to 64 years	89	1.3
	65 to 69 years	138	2.1
	70 to 74 years	46	0.7
	75 to 79 years	45	0.7
80 to 84 years	26	0.4	
85 years and over	17	0.3	
	Median age (years)	40.0	(X)
	16 years and over	6,146	91.7
	18 years and over	6,022	89.8
	21 years and over	5,481	81.8
	62 years and over	326	4.9
	65 years and over	272	4.1
	Male population	5,623	83.9
	Under 5 years	98	1.5
	5 to 9 years	101	1.5
	10 to 14 years	77	1.1
	15 to 19 years	371	5.5
	20 to 24 years	595	8.9
	25 to 29 years	575	8.6
	30 to 34 years	585	8.7
	35 to 39 years	264	3.9
	40 to 44 years	560	8.4
	45 to 49 years	860	12.8
	50 to 54 years	999	14.9
	55 to 59 years	339	5.1
	60 to 64 years	45	0.7
	65 to 69 years	105	1.6
	70 to 74 years	17	0.3
	75 to 79 years	19	0.3
	80 to 84 years	8	0.1
	85 years and over	5	0.1
	Median age (years)	41.0	(X)
	16 years and over	5,331	79.5
	18 years and over	5,234	78.1
	21 years and over	4,742	70.7
	62 years and over	181	2.7

65 years and over	154	2.3
Female population	1,080	16.1
Under 5 years	86	1.3
5 to 9 years	95	1.4
10 to 14 years	78	1.2
15 to 19 years	64	1.0
20 to 24 years	75	1.1
25 to 29 years	101	1.5
30 to 34 years	104	1.6
35 to 39 years	76	1.1
40 to 44 years	68	1.0
45 to 49 years	68	1.0
50 to 54 years	62	0.9
55 to 59 years	41	0.6
60 to 64 years	44	0.7
65 to 69 years	33	0.5
70 to 74 years	29	0.4
75 to 79 years	26	0.4
80 to 84 years	18	0.3
85 years and over	12	0.2
Median age (years)	31.6	(X)
16 years and over	815	12.2
18 years and over	788	11.8
21 years and over	739	11.0
62 years and over	145	2.2
65 years and over	118	1.8
RACE		
Total population	6,703	100.0
One Race	6,651	99.2
White	3,443	51.4
Black or African American	1,046	15.6
American Indian and Alaska Native	63	0.9
Asian	79	1.2
Asian Indian	3	0.0
Chinese	0	0.0
Filipino	1	0.0
Japanese	0	0.0
Korean	2	0.0
Vietnamese	0	0.0
Other Asian [1]	73	1.1
Native Hawaiian and Other Pacific Islander	1	0.0
Native Hawaiian	1	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	2,019	30.1
Two or More Races	52	0.8
White; American Indian and Alaska Native [3]	17	0.3
White; Asian [3]	1	0.0
White; Black or African American [3]	10	0.1
White; Some Other Race [3]	12	0.2
Race alone or in combination with one or more other races: [4]		
White	3,483	52.0
Black or African American	1,065	15.9
American Indian and Alaska Native	82	1.2
Asian	86	1.3
Native Hawaiian and Other Pacific Islander	5	0.1
Some Other Race	2,037	30.4
HISPANIC OR LATINO		
Total population	6,703	100.0
Hispanic or Latino (of any race)	2,864	42.7
Mexican	1,176	17.5
Puerto Rican	23	0.3
Cuban	2	0.0
Other Hispanic or Latino [5]	1,663	24.8
Not Hispanic or Latino	3,839	57.3
HISPANIC OR LATINO AND RACE		
Total population	6,703	100.0
Hispanic or Latino	2,864	42.7
White alone	809	12.1
Black or African American alone	31	0.5
American Indian and Alaska Native alone	4	0.1
Asian alone	1	0.0
Native Hawaiian and Other Pacific Islander alone	1	0.0
Some Other Race alone	1,986	29.6
Two or More Races	32	0.5
Not Hispanic or Latino	3,839	57.3
White alone	2,634	39.3
Black or African American alone	1,015	15.1
American Indian and Alaska Native alone	59	0.9

Asian alone	78	1.2
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	33	0.5
Two or More Races	20	0.3
RELATIONSHIP		
Total population	6,703	100.0
In households	1,789	26.7
Householder	619	9.2
Spouse [6]	261	3.9
Child	633	9.4
Own child under 18 years	498	7.4
Other relatives	176	2.6
Under 18 years	87	1.3
65 years and over	11	0.2
Nonrelatives	100	1.5
Under 18 years	18	0.3
65 years and over	1	0.0
Unmarried partner	53	0.8
In group quarters	4,914	73.3
Institutionalized population	4,914	73.3
Male	4,757	71.0
Female	157	2.3
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	619	100.0
Family households (families) [7]	452	73.0
With own children under 18 years	229	37.0
Husband-wife family	261	42.2
With own children under 18 years	117	18.9
Male householder, no wife present	61	9.9
With own children under 18 years	26	4.2
Female householder, no husband present	130	21.0
With own children under 18 years	86	13.9
Nonfamily households [7]	167	27.0
Householder living alone	143	23.1
Male	59	9.5
65 years and over	13	2.1
Female	84	13.6
65 years and over	39	6.3
Households with individuals under 18 years	271	43.8
Households with individuals 65 years and over	154	24.9
Average household size	2.89	(X)
Average family size [7]	3.37	(X)
HOUSING OCCUPANCY		
Total housing units	765	100.0
Occupied housing units	619	80.9
Vacant housing units	146	19.1
For rent	93	12.2
Rented, not occupied	1	0.1
For sale only	8	1.0
Sold, not occupied	3	0.4
For seasonal, recreational, or occasional use	1	0.1
All other vacants	40	5.2
Homeowner vacancy rate (percent) [8]	2.2	(X)
Rental vacancy rate (percent) [9]	25.8	(X)
HOUSING TENURE		
Occupied housing units	619	100.0
Owner-occupied housing units	353	57.0
Population in owner-occupied housing units	937	(X)
Average household size of owner-occupied units	2.65	(X)
Renter-occupied housing units	266	43.0
Population in renter-occupied housing units	852	(X)
Average household size of renter-occupied units	3.20	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."



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DP-1 Profile of General Population and Housing Characteristics: 2010 **2010 Census Summary File 1**

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NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.

Geography: ▼

	Subject	Number	Percent
1 186 of 186	SEX AND AGE		
	Total population	27,282	100.0
	Under 5 years	1,834	6.7
	5 to 9 years	1,756	6.4
	10 to 14 years	1,502	5.5
	15 to 19 years	1,964	7.2
	20 to 24 years	2,160	7.9
	25 to 29 years	2,103	7.7
	30 to 34 years	1,876	6.9
	35 to 39 years	1,499	5.5
	40 to 44 years	1,761	6.5
	45 to 49 years	2,311	8.5
	50 to 54 years	2,482	9.1
	55 to 59 years	1,650	6.0
	60 to 64 years	1,154	4.2
	65 to 69 years	929	3.4
	70 to 74 years	703	2.6
	75 to 79 years	661	2.4
80 to 84 years	488	1.8	
85 years and over	449	1.6	
	Median age (years)	36.5	(X)
	16 years and over	21,927	80.4
	18 years and over	21,204	77.7
	21 years and over	19,650	72.0
	62 years and over	3,845	14.1
	65 years and over	3,230	11.8
	Male population	15,836	58.0
	Under 5 years	937	3.4
	5 to 9 years	889	3.3
	10 to 14 years	738	2.7
	15 to 19 years	1,126	4.1
	20 to 24 years	1,373	5.0
	25 to 29 years	1,291	4.7
	30 to 34 years	1,178	4.3
	35 to 39 years	859	3.1
	40 to 44 years	1,114	4.1
	45 to 49 years	1,580	5.8
	50 to 54 years	1,733	6.4
	55 to 59 years	987	3.6
	60 to 64 years	566	2.1
	65 to 69 years	495	1.8
	70 to 74 years	301	1.1
	75 to 79 years	284	1.0
	80 to 84 years	211	0.8
	85 years and over	174	0.6
	Median age (years)	37.5	(X)
	16 years and over	13,141	48.2
	18 years and over	12,727	46.6
	21 years and over	11,734	43.0
	62 years and over	1,771	6.5

65 years and over	1,465	5.4
Female population	11,446	42.0
Under 5 years	897	3.3
5 to 9 years	867	3.2
10 to 14 years	764	2.8
15 to 19 years	838	3.1
20 to 24 years	787	2.9
25 to 29 years	812	3.0
30 to 34 years	698	2.6
35 to 39 years	640	2.3
40 to 44 years	647	2.4
45 to 49 years	731	2.7
50 to 54 years	749	2.7
55 to 59 years	663	2.4
60 to 64 years	588	2.2
65 to 69 years	434	1.6
70 to 74 years	402	1.5
75 to 79 years	377	1.4
80 to 84 years	277	1.0
85 years and over	275	1.0
Median age (years)	35.4	(X)
16 years and over	8,786	32.2
18 years and over	8,477	31.1
21 years and over	7,916	29.0
62 years and over	2,074	7.6
65 years and over	1,765	6.5
RACE		
Total population	27,282	100.0
One Race	26,664	97.7
White	19,013	69.7
Black or African American	2,123	7.8
American Indian and Alaska Native	246	0.9
Asian	248	0.9
Asian Indian	39	0.1
Chinese	46	0.2
Filipino	34	0.1
Japanese	4	0.0
Korean	8	0.0
Vietnamese	18	0.1
Other Asian [1]	99	0.4
Native Hawaiian and Other Pacific Islander	11	0.0
Native Hawaiian	1	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	10	0.0
Some Other Race	5,023	18.4
Two or More Races	618	2.3
White; American Indian and Alaska Native [3]	96	0.4
White; Asian [3]	39	0.1
White; Black or African American [3]	141	0.5
White; Some Other Race [3]	196	0.7
Race alone or in combination with one or more other races: [4]		
White	19,525	71.6
Black or African American	2,335	8.6
American Indian and Alaska Native	384	1.4
Asian	331	1.2
Native Hawaiian and Other Pacific Islander	49	0.2
Some Other Race	5,313	19.5
HISPANIC OR LATINO		
Total population	27,282	100.0
Hispanic or Latino (of any race)	11,751	43.1
Mexican	8,291	30.4
Puerto Rican	71	0.3
Cuban	22	0.1
Other Hispanic or Latino [5]	3,367	12.3
Not Hispanic or Latino	15,531	56.9
HISPANIC OR LATINO AND RACE		
Total population	27,282	100.0
Hispanic or Latino	11,751	43.1
White alone	6,271	23.0
Black or African American alone	93	0.3
American Indian and Alaska Native alone	73	0.3
Asian alone	11	0.0
Native Hawaiian and Other Pacific Islander alone	2	0.0
Some Other Race alone	4,947	18.1
Two or More Races	354	1.3
Not Hispanic or Latino	15,531	56.9
White alone	12,742	46.7
Black or African American alone	2,030	7.4
American Indian and Alaska Native alone	173	0.6

Asian alone	237	0.9
Native Hawaiian and Other Pacific Islander alone	9	0.0
Some Other Race alone	76	0.3
Two or More Races	264	1.0
RELATIONSHIP		
Total population	27,282	100.0
In households	21,202	77.7
Householder	8,267	30.3
Spouse [6]	3,527	12.9
Child	6,427	23.6
Own child under 18 years	4,932	18.1
Other relatives	1,825	6.7
Under 18 years	943	3.5
65 years and over	153	0.6
Nonrelatives	1,156	4.2
Under 18 years	112	0.4
65 years and over	33	0.1
Unmarried partner	653	2.4
In group quarters	6,080	22.3
Institutionalized population	5,768	21.1
Male	5,440	19.9
Female	328	1.2
Noninstitutionalized population	312	1.1
Male	179	0.7
Female	133	0.5
HOUSEHOLDS BY TYPE		
Total households	8,267	100.0
Family households (families) [7]	5,479	66.3
With own children under 18 years	2,494	30.2
Husband-wife family	3,527	42.7
With own children under 18 years	1,404	17.0
Male householder, no wife present	571	6.9
With own children under 18 years	289	3.5
Female householder, no husband present	1,381	16.7
With own children under 18 years	801	9.7
Nonfamily households [7]	2,788	33.7
Householder living alone	2,378	28.8
Male	1,069	12.9
65 years and over	274	3.3
Female	1,309	15.8
65 years and over	670	8.1
Households with individuals under 18 years	2,954	35.7
Households with individuals 65 years and over	2,210	26.7
Average household size	2.56	(X)
Average family size [7]	3.15	(X)
HOUSING OCCUPANCY		
Total housing units	9,640	100.0
Occupied housing units	8,267	85.8
Vacant housing units	1,373	14.2
For rent	423	4.4
Rented, not occupied	17	0.2
For sale only	104	1.1
Sold, not occupied	40	0.4
For seasonal, recreational, or occasional use	32	0.3
All other vacants	757	7.9
Homeowner vacancy rate (percent) [8]	2.0	(X)
Rental vacancy rate (percent) [9]	11.6	(X)
HOUSING TENURE		
Occupied housing units	8,267	100.0
Owner-occupied housing units	5,068	61.3
Population in owner-occupied housing units	13,068	(X)
Average household size of owner-occupied units	2.58	(X)
Renter-occupied housing units	3,199	38.7
Population in renter-occupied housing units	8,134	(X)
Average household size of renter-occupied units	2.54	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.



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DP-1 | **Profile of General Population and Housing Characteristics: 2010** ⓘ
2010 Census Summary File 2

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NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf2.pdf>.
Summary File 2 has a population threshold of 100. Data are available only for the population groups having a population of 100 or more of that specific group within a particular geographic area.

Geography: Big Spring city, Texas ▼

Population Group: Total population ▼

	Subject	Number	Percent
1	SEX AND AGE [1]		
121 of 121	Total population	27,282	100.0
<<<	Under 5 years	1,834	6.7
	5 to 9 years	1,756	6.4
	10 to 14 years	1,502	5.5
	15 to 19 years	1,964	7.2
	20 to 24 years	2,160	7.9
	25 to 29 years	2,103	7.7
	30 to 34 years	1,876	6.9
	35 to 39 years	1,499	5.5
	40 to 44 years	1,761	6.5
	45 to 49 years	2,311	8.5
	50 to 54 years	2,482	9.1
	55 to 59 years	1,650	6.0
	60 to 64 years	1,154	4.2
	65 to 69 years	929	3.4
	70 to 74 years	703	2.6
	75 to 79 years	661	2.4
	80 to 84 years	488	1.8
	85 years and over	449	1.6
	Median age (years)	36.5	(X)
	16 years and over	21,927	80.4
	18 years and over	21,204	77.7
	21 years and over	19,650	72.0
	62 years and over	3,845	14.1
	65 years and over	3,230	11.8
	Male population	15,836	58.0
	Under 5 years	937	3.4
	5 to 9 years	889	3.3
	10 to 14 years	738	2.7
	15 to 19 years	1,126	4.1
	20 to 24 years	1,373	5.0
	25 to 29 years	1,291	4.7
	30 to 34 years	1,178	4.3
	35 to 39 years	859	3.1
	40 to 44 years	1,114	4.1
	45 to 49 years	1,580	5.8
	50 to 54 years	1,733	6.4
	55 to 59 years	987	3.6
	60 to 64 years	566	2.1
	65 to 69 years	495	1.8
	70 to 74 years	301	1.1
	75 to 79 years	284	1.0
	80 to 84 years	211	0.8
	85 years and over	174	0.6
	Median age (years)	37.5	(X)

16 years and over	13,141	48.2
18 years and over	12,727	46.6
21 years and over	11,734	43.0
62 years and over	1,771	6.5
65 years and over	1,465	5.4
Female population	11,446	42.0
Under 5 years	897	3.3
5 to 9 years	867	3.2
10 to 14 years	764	2.8
15 to 19 years	838	3.1
20 to 24 years	787	2.9
25 to 29 years	812	3.0
30 to 34 years	698	2.6
35 to 39 years	640	2.3
40 to 44 years	647	2.4
45 to 49 years	731	2.7
50 to 54 years	749	2.7
55 to 59 years	663	2.4
60 to 64 years	588	2.2
65 to 69 years	434	1.6
70 to 74 years	402	1.5
75 to 79 years	377	1.4
80 to 84 years	277	1.0
85 years and over	275	1.0
Median age (years)	35.4	(X)
16 years and over	8,786	32.2
18 years and over	8,477	31.1
21 years and over	7,916	29.0
62 years and over	2,074	7.6
65 years and over	1,765	6.5
RELATIONSHIP [1]		
Total population	27,282	100.0
In households	21,202	77.7
Householder	8,267	30.3
Spouse [2]	3,527	12.9
Child	6,427	23.6
Own child under 18 years	4,932	18.1
Other relatives	1,825	6.7
Under 18 years	943	3.5
65 years and over	153	0.6
Nonrelatives	1,156	4.2
Under 18 years	112	0.4
65 years and over	33	0.1
Unmarried partner	653	2.4
In group quarters	6,080	22.3
Institutionalized population	5,768	21.1
Male	5,440	19.9
Female	328	1.2
Noninstitutionalized population	312	1.1
Male	179	0.7
Female	133	0.5
HOUSEHOLDS BY TYPE [3]		
Total households	8,267	100.0
Family households (families) [4]	5,479	66.3
With own children under 18 years	2,494	30.2
Husband-wife family	3,527	42.7
With own children under 18 years	1,404	17.0
Male householder, no wife present	571	6.9
With own children under 18 years	289	3.5
Female householder, no husband present	1,381	16.7
With own children under 18 years	801	9.7
Nonfamily households [4]	2,788	33.7
Householder living alone	2,378	28.8
Male	1,069	12.9
65 years and over	274	3.3
Female	1,309	15.8
65 years and over	670	8.1
Households with individuals under 18 years	2,954	35.7
Households with individuals 65 years and over	2,210	26.7
Average household size	2.56	(X)
Average family size	3.15	(X)
HOUSING TENURE [3]		
Occupied housing units	8,267	100.0
Owner-occupied housing units	5,068	61.3
Population in owner-occupied housing units	13,068	(X)
Average household size of owner-occupied units	2.58	(X)
Renter-occupied housing units	3,199	38.7

Population in renter-occupied housing units	8,134	(X)
Average household size of renter-occupied units	2.54	(X)

X Not applicable.

[1] When a category other than Total Population is selected, all persons in the household are classified by the race, Hispanic or Latino origin, or tribe/tribal grouping of the person.

[2] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[3] When a category other than Total Population is selected, all persons in the household are classified by the race, Hispanic or Latino origin, or tribe/tribal grouping of the householder.

[4] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[5] As part of the release of Summary File 2 (SF2) data, the Census Bureau released quick-table DP-1 for 38 states between December 15, 2011 and April 5, 2012. Some of the data cells in these tables were found to be erroneous (the male institutionalized population count and percentage). The tables were removed on April 9, 2012, and the data cells were corrected and re-released on April 26, 2012.

Source: U.S. Census Bureau, 2010 Census.

Summary File 2, Tables PCT3, PCT4, PCT7, PCT9, PCT10, PCT15, PCT18, PCT22, PCT24, PCT28, PCT31, PCT32, PCT36, PCT37, PCT39, HCT2, HCT4, HCT5, and HCT7.

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Advanced Search - Search all data in American FactFinder

1 [Advanced Search](#) 2 [Table Viewer](#)

◀ **Result 1 of 1** ▶ [VIEW ALL AS PDF](#)

DP-1 Profile of General Population and Housing Characteristics: 2010 **2010 Demographic Profile Data**

Table View

◀ [BACK TO ADVANCED SEARCH](#)

Actions: [Modify Table](#) | [Add/Remove Geographies](#) | [Bookmark/Save](#) | [Print](#) | [Download](#) | [Create a Map](#)

[View Geography Notes](#) | [View Table Notes](#)

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/dpsf.pdf>.

Geography: ▼

	Subject	Number	Percent
1 - 186 of 186	SEX AND AGE		
	Total population	27,282	100.0
	Under 5 years	1,834	6.7
	5 to 9 years	1,756	6.4
	10 to 14 years	1,502	5.5
	15 to 19 years	1,964	7.2
	20 to 24 years	2,160	7.9
	25 to 29 years	2,103	7.7
	30 to 34 years	1,876	6.9
	35 to 39 years	1,499	5.5
	40 to 44 years	1,761	6.5
	45 to 49 years	2,311	8.5
	50 to 54 years	2,482	9.1
	55 to 59 years	1,650	6.0
	60 to 64 years	1,154	4.2
	65 to 69 years	929	3.4
	70 to 74 years	703	2.6
	75 to 79 years	661	2.4
80 to 84 years	488	1.8	
85 years and over	449	1.6	
	Median age (years)	36.5	(X)
	16 years and over	21,927	80.4
	18 years and over	21,204	77.7
	21 years and over	19,650	72.0
	62 years and over	3,845	14.1
	65 years and over	3,230	11.8
	Male population	15,836	58.0
	Under 5 years	937	3.4
	5 to 9 years	889	3.3
	10 to 14 years	738	2.7
	15 to 19 years	1,126	4.1
	20 to 24 years	1,373	5.0
	25 to 29 years	1,291	4.7
	30 to 34 years	1,178	4.3
	35 to 39 years	859	3.1
	40 to 44 years	1,114	4.1
	45 to 49 years	1,580	5.8
	50 to 54 years	1,733	6.4
	55 to 59 years	987	3.6
	60 to 64 years	566	2.1
	65 to 69 years	495	1.8
	70 to 74 years	301	1.1
	75 to 79 years	284	1.0
	80 to 84 years	211	0.8
	85 years and over	174	0.6
	Median age (years)	37.5	(X)
	16 years and over	13,141	48.2
	18 years and over	12,727	46.6
	21 years and over	11,734	43.0
	62 years and over	1,771	6.5

65 years and over	1,465	5.4
Female population	11,446	42.0
Under 5 years	897	3.3
5 to 9 years	867	3.2
10 to 14 years	764	2.8
15 to 19 years	838	3.1
20 to 24 years	787	2.9
25 to 29 years	812	3.0
30 to 34 years	698	2.6
35 to 39 years	640	2.3
40 to 44 years	647	2.4
45 to 49 years	731	2.7
50 to 54 years	749	2.7
55 to 59 years	663	2.4
60 to 64 years	588	2.2
65 to 69 years	434	1.6
70 to 74 years	402	1.5
75 to 79 years	377	1.4
80 to 84 years	277	1.0
85 years and over	275	1.0
Median age (years)	35.4	(X)
16 years and over	8,786	32.2
18 years and over	8,477	31.1
21 years and over	7,916	29.0
62 years and over	2,074	7.6
65 years and over	1,765	6.5
RACE		
Total population	27,282	100.0
One Race	26,664	97.7
White	19,013	69.7
Black or African American	2,123	7.8
American Indian and Alaska Native	246	0.9
Asian	248	0.9
Asian Indian	39	0.1
Chinese	46	0.2
Filipino	34	0.1
Japanese	4	0.0
Korean	8	0.0
Vietnamese	18	0.1
Other Asian [1]	99	0.4
Native Hawaiian and Other Pacific Islander	11	0.0
Native Hawaiian	1	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	10	0.0
Some Other Race	5,023	18.4
Two or More Races	618	2.3
White; American Indian and Alaska Native [3]	96	0.4
White; Asian [3]	39	0.1
White; Black or African American [3]	141	0.5
White; Some Other Race [3]	196	0.7
Race alone or in combination with one or more other races: [4]		
White	19,525	71.6
Black or African American	2,335	8.6
American Indian and Alaska Native	384	1.4
Asian	331	1.2
Native Hawaiian and Other Pacific Islander	49	0.2
Some Other Race	5,313	19.5
HISPANIC OR LATINO		
Total population	27,282	100.0
Hispanic or Latino (of any race)	11,751	43.1
Mexican	8,291	30.4
Puerto Rican	71	0.3
Cuban	22	0.1
Other Hispanic or Latino [5]	3,367	12.3
Not Hispanic or Latino	15,531	56.9
HISPANIC OR LATINO AND RACE		
Total population	27,282	100.0
Hispanic or Latino	11,751	43.1
White alone	6,271	23.0
Black or African American alone	93	0.3
American Indian and Alaska Native alone	73	0.3
Asian alone	11	0.0
Native Hawaiian and Other Pacific Islander alone	2	0.0
Some Other Race alone	4,947	18.1
Two or More Races	354	1.3
Not Hispanic or Latino	15,531	56.9
White alone	12,742	46.7
Black or African American alone	2,030	7.4
American Indian and Alaska Native alone	173	0.6

Asian alone	237	0.9
Native Hawaiian and Other Pacific Islander alone	9	0.0
Some Other Race alone	76	0.3
Two or More Races	264	1.0
RELATIONSHIP		
Total population	27,282	100.0
In households	21,202	77.7
Householder	8,267	30.3
Spouse [6]	3,527	12.9
Child	6,427	23.6
Own child under 18 years	4,932	18.1
Other relatives	1,825	6.7
Under 18 years	943	3.5
65 years and over	153	0.6
Nonrelatives	1,156	4.2
Under 18 years	112	0.4
65 years and over	33	0.1
Unmarried partner	653	2.4
In group quarters	6,080	22.3
Institutionalized population	5,768	21.1
Male	5,440	19.9
Female	328	1.2
Noninstitutionalized population	312	1.1
Male	179	0.7
Female	133	0.5
HOUSEHOLDS BY TYPE		
Total households	8,267	100.0
Family households (families) [7]	5,479	66.3
With own children under 18 years	2,494	30.2
Husband-wife family	3,527	42.7
With own children under 18 years	1,404	17.0
Male householder, no wife present	571	6.9
With own children under 18 years	289	3.5
Female householder, no husband present	1,381	16.7
With own children under 18 years	801	9.7
Nonfamily households [7]	2,788	33.7
Householder living alone	2,378	28.8
Male	1,069	12.9
65 years and over	274	3.3
Female	1,309	15.8
65 years and over	670	8.1
Households with individuals under 18 years	2,954	35.7
Households with individuals 65 years and over	2,210	26.7
Average household size	2.56	(X)
Average family size [7]	3.15	(X)
HOUSING OCCUPANCY		
Total housing units	9,640	100.0
Occupied housing units	8,267	85.8
Vacant housing units	1,373	14.2
For rent	423	4.4
Rented, not occupied	17	0.2
For sale only	104	1.1
Sold, not occupied	40	0.4
For seasonal, recreational, or occasional use	32	0.3
All other vacants	757	7.9
Homeowner vacancy rate (percent) [8]	2.0	(X)
Rental vacancy rate (percent) [9]	11.6	(X)
HOUSING TENURE		
Occupied housing units	8,267	100.0
Owner-occupied housing units	5,068	61.3
Population in owner-occupied housing units	13,068	(X)
Average household size of owner-occupied units	2.58	(X)
Renter-occupied housing units	3,199	38.7
Population in renter-occupied housing units	8,134	(X)
Average household size of renter-occupied units	2.54	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

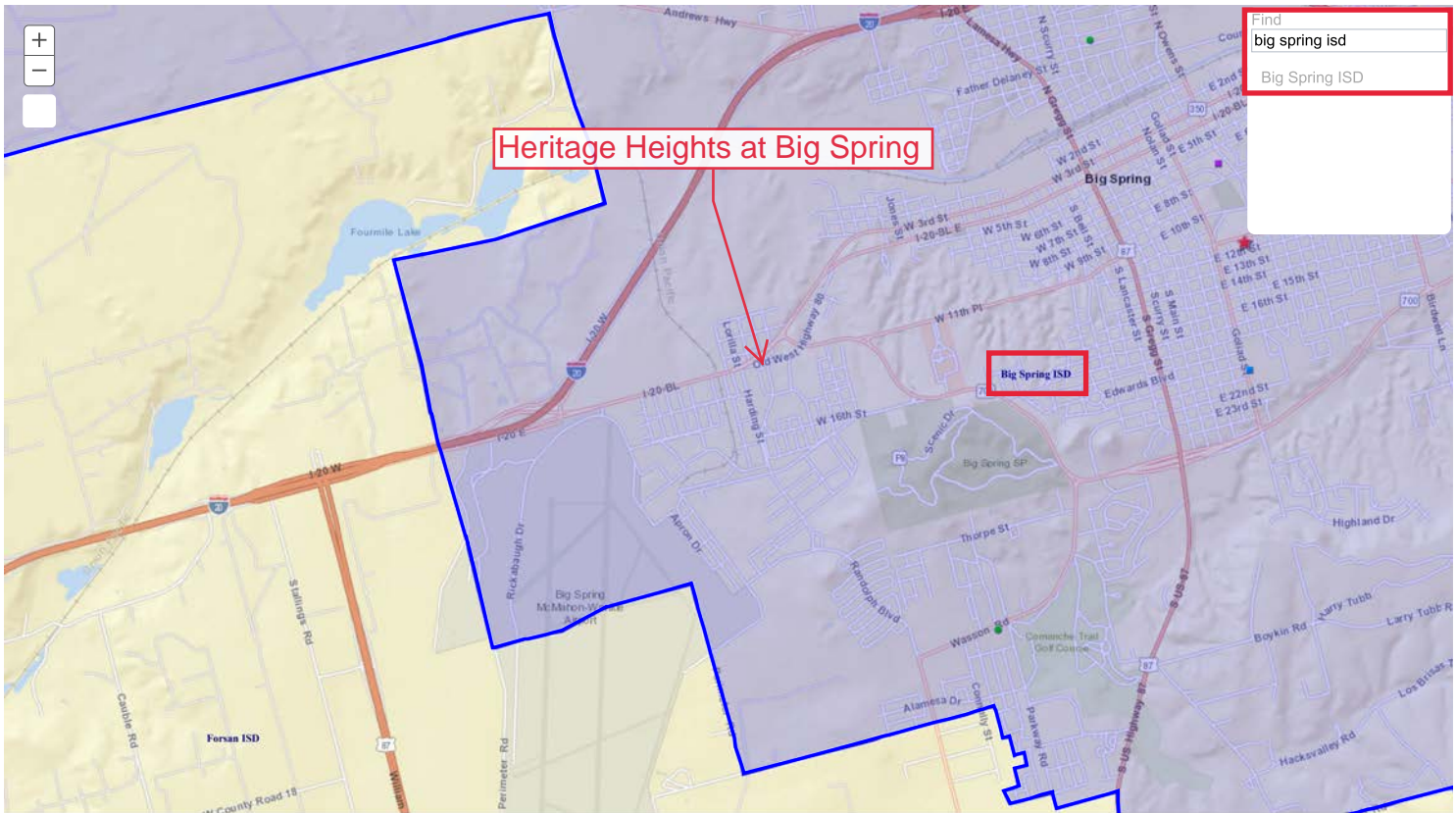
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."



Big Spring ISD only has one grade level where an attendance zone map applies; that is Kinder - 2nd. All other grade levels have one school that service the entire district.

NEW TO BSISD?

Welcome to Big Spring ISD!

In Steer Nation, our highly professional and incredibly dedicated teachers, support staff, administrators, and School Board are focused upon delivering the BEST public education experience available! Complementing our district's team are engaged parents and community members who support the BSISD through volunteerism, fundraising, and support. The collective efforts of our entire educational community have resulted in award winning students, which are leading the way to even higher levels of college and career readiness! We are so glad you are here!

Let's Get Started!

Step 1 - Find Your School by Grade Level

[Expand All](#)

Pre-Kindergarten >

Kindergarten to Second (K-2) Grade ∨

Campus determined by residence of location - click here for zone map.

Marcy Elementary School

2101 Wasson Rd
Big Spring, TX 79720
432-264-4134

[Marcy Elementary Website](#)

[Principal: Dana Pannell](#)

Moss Elementary School

3200 Fordham
Big Spring, TX 79720
432-264-4148

[Moss Elementary Website](#)

[Principal: Carman Wommack](#)

Third (3) Grade ∨

Washington Elementary

1201 S. Birdwell Ln.
Big Spring, TX 79720
432-264-4128

[Washington Elementary Webpage](#)

[Principal: Kaitlin Jeffrey](#)

Fourth (4) Grade ∨

Goliad Elementary School

1801 S. Goliad
Big Spring, TX 79720
432-264-4111

[Goliad Elementary Website](#)

[Principal: Rosie Lain](#)

Fifth and Sixth (5-6) Grade ∨

Step 2 - Gather Your Documents

To enroll your K-12th grade student:

You will need to bring the following documents to your assigned campus:

- Official Birth Certificate (not a hospital copy)
- Official Social Security Card
- Current Immunization Records
- Enrolling parent's valid Driver's License
- Enrolling parent's Proof of Residence (ex: water, electric, or gas bill, or lease or mortgage in the enrolling parent's name)
- If enrollment is by a non-birth parent, you must have Legal Guardianship documents

To enroll your Pre-Kindergarten student:

You will need additional paperwork in order to qualify for the BSISD Pre-K program. [Click here to view a list of requirements.](#) You will need to present the additional paperwork at the time of enrollment.

Step 4 - What About a Bus and Lunch?

Once your student is enrolled, you will be able to visit with the staff at the district office to enroll your student in the lunch program. The Food Service office is located in the Central Administration building at 708 E 11th Place to contact the Food Service office, (432) 264-3635 or [click here to view the Food Service webpage.](#)

To register your student to be able to ride a bus, please visit in person the Transportation Department, located at 3600 11th Place. To contact the Transportation department, call (432) 264-4108 or [click here to view the Transportation webpage.](#)

Big Spring Intermediate School
2000 S. Goliad
Big Spring, TX 79720
432-264-4121

[Big Spring Intermediate Website](#)
Principal: Patsy Sanchez

Seventh and Eighth (7-8) Grade ∨

Big Spring Junior High School
624 E. 6th St.
Big Spring, TX 79720
432-264-4135

[Big Spring Junior High Website](#)
Principal: Becky Otto

Ninth to Twelfth (9-12) Grade ∨

Big Spring High School
708 E. 11th Place
Big Spring, TX 79720
432-264-3641

[Big Spring High School Website](#)
Principal: Mike Ritchey

Step 3 - Begin the Enrollment Processes

Before taking the above documents to your student's campus, please download the enrollment application (approximately 6 pages) and fill it out in its entirety. If you do not have access to a printer, blank applications will be available at the campus, but please allow extra time during the process to fill them out.

[Click here to download the Enrollment Application](#)

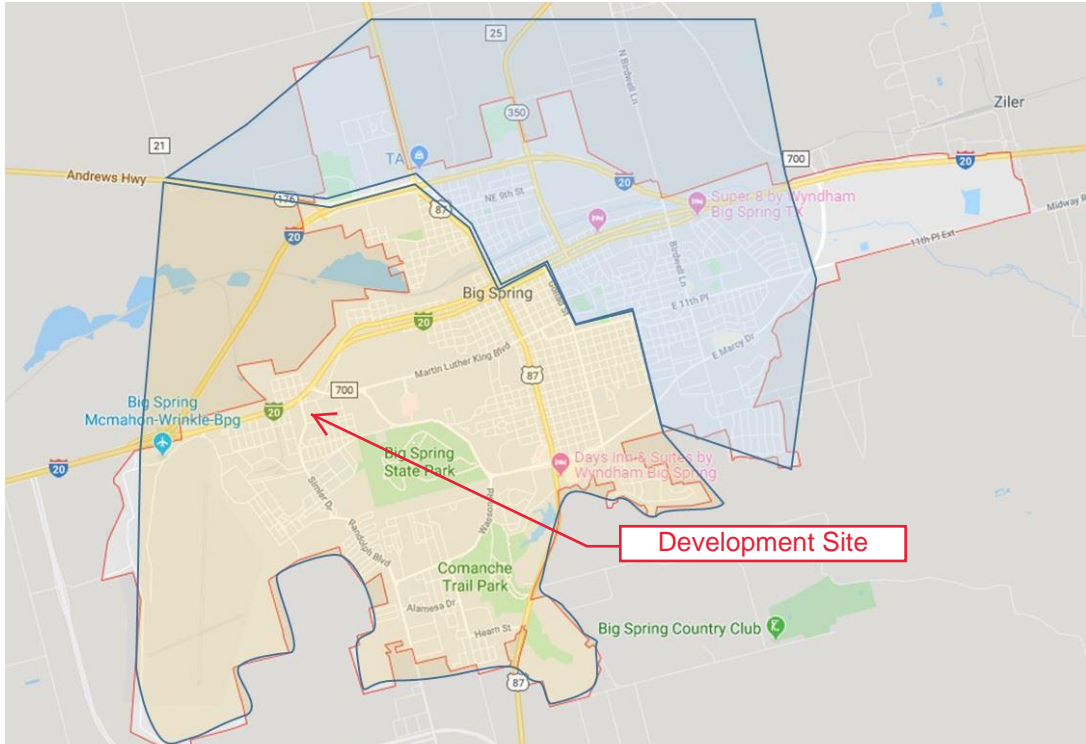
Once you have the application filled out, take all the required documents and the application to your student's campus. Please check the school website ahead of time for enrollment dates and times. Depending upon how many parents are enrolling at that time, this process could take from 15 minutes to an hour.

If you are missing any of the required items, you will have to keep all your documents and application and return at a later time when you have gathered them all. The campus cannot keep partial applications and paperwork.

It is not necessary to have your student with you at this time as they will not be meeting staff/faculty or be able to tour the building.

Disclaimer: Falsification of Enrollment Documentation

Under Section 37.10 of the Texas Penal Code (Tampering with Governmental Records), any person who knowingly falsifies information on a form required by the district for enrollment of a student commits an offense that carries monetary as well as possible criminal liability. That person is liable for the maximum tuition fee the District may charge [see FDA] or the amount the District has budgeted per student as maintenance and operating expense, whichever is greater. The District retains the right to investigate the validity of any documents submitted for enrollment.



K-2 Grade Attendance Map

BSISD Kinder - 2nd Grade Attendance Zone Map

Outside of the Red Line is Not in BSISD zone of attendance. For K-2, please reference the two colors above.

- Orange is Marcy Elementary School attendance zone.
- Blue is Moss Elementary School attendance zone.

For questions about homes on Goliad Street, Settles Street, or North Gregg Street (Hwy 87), please contact one of the campus offices for assistance.

> [Return to New to BSISD Page](#)



Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes

Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary MARCY EL (114901110) - BIG SPRING ISD

This campus is paired with BIG SPRING ISD (114901)

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		63	D
Student Achievement			Not Rated
STAAR Performance			
College, Career and Military Readiness			
Graduation Rate			
School Progress			Not Rated
Academic Growth			Not Rated
Relative Performance (Eco Dis: 73.7%)			Not Rated
Closing the Gaps			Not Rated

Grades Served K-2 **Student Enrollment Details** 426 Students Enrolled **District** BIG SPRING ISD

Address 708 E 11TH PL, BIG SPRING, TX 79720

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



63 out of 100



This campus is paired with BIG SPRING ISD

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Met Standard
64 out of 100

2018-19
D
63 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS



STUDENT ACHIEVEMENT

This domain is not rated.

Student Achievement shows how much students know and are able to do at the end of the school year.



SCHOOL PROGRESS

This domain is not rated.

School Progress shows how students perform over time and how that growth compares to similar schools.



CLOSING THE GAPS

This domain is not rated.

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

Grades Served K-2 **Student Enrollment Details** 426 Students Enrolled **District** BIG SPRING ISD

Address 708 E 11TH PL, BIG SPRING, TX 79720



HOW ARE SCORES CALCULATED?



STUDENT ACHIEVEMENT

This school is a paired school and does not have sufficient data for their own rating.



SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

This school is a paired school and does not have sufficient data for their own rating.



CLOSING THE GAPS

This school is a paired school and does not have sufficient data for their own rating.



- Accountability Data
- Performance
- Participation
- Attendance and Graduation
- Postsecondary Readiness
- Profile
- KG Readiness
- Postsecondary Outcomes
- Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary WASHINGTON EL (114901113) - BIG SPRING ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		56	F
Student Achievement		60	D
STAAR Performance	35	60	
College, Career and Military Readiness			
Graduation Rate			
School Progress		60	D
Academic Growth			Not Rated
Relative Performance (Eco Dis: 73.7%)	35	60	D
Closing the Gaps	13	47	F

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

ELA/Reading	Not Earned
Mathematics	Not Earned
Science	Not Eligible
Social Studies	Not Eligible
Comparative Academic Growth	Not Eligible
Postsecondary Readiness	Not Earned
Comparative Closing the Gaps	Not Earned

Grades Served 3-3 **Student Enrollment Details** 316 Students Enrolled **District** BIG SPRING ISD
Address 708 E 11TH PL, BIG SPRING, TX 79720

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



56 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Met Standard
61 out of 100

2018-19
F
56 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS

STUDENT ACHIEVEMENT



60 out of 100

Student Achievement shows how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS



60 out of 100

School Progress shows how students perform over time and how that growth compares to similar schools.

CLOSING THE GAPS



47 out of 100

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

WHERE DID THIS SCHOOL PERFORM EXCEPTIONALLY WELL?

- ✗ ACADEMIC ACHIEVEMENT IN MATHEMATICS
- ✗ POST-SECONDARY READINESS

- ✗ ACADEMIC ACHIEVEMENT IN ENGLISH LANGUAGE ARTS/READING
- ✗ TOP 25%: COMPARATIVE CLOSING THE GAPS

Grades Served 3-3 **Student Enrollment Details** 316 Students Enrolled **District** BIG SPRING ISD
Address 708 E 11TH PL, BIG SPRING, TX 79720

HOW ARE SCORES CALCULATED?

STUDENT ACHIEVEMENT

Component	Score	% of grade
STAAR Performance	60	100%
Total	60	100%

SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

Component	Score	% of grade
Relative Performance	60	100%
Total	60	100%

CLOSING THE GAPS

Component	Score	% of grade
Grade Level Performance	14	75.0%
Student Achievement	11	25.0%
Total	47	100%



Accountability Data

Performance

Participation

Attendance and Graduation

Postsecondary Readiness

Profile

KG Readiness

Postsecondary Outcomes

Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary GOLIAD EL (114901102) - BIG SPRING ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		51	F
Student Achievement		57	F
STAAR Performance	32	57	
College, Career and Military Readiness			
Graduation Rate			
School Progress		57	F
Academic Growth	55	55	F
Relative Performance (Eco Dis: 72.4%)	32	57	F
Closing the Gaps	5	37	F

Identification of Schools for Improvement

This campus is identified for comprehensive support and improvement.

Distinction Designations

ELA/Reading	Not Earned
Mathematics	Not Earned
Science	Not Eligible
Social Studies	Not Eligible
Comparative Academic Growth	Not Earned
Postsecondary Readiness	Not Earned
Comparative Closing the Gaps	Not Earned

Grades Served 4-4 Student Enrollment Details 293 Students Enrolled District BIG SPRING ISD

Address 708 E 11TH PL, BIG SPRING, TX 79720

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



51 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Met Standard
69 out of 100

2018-19
F
51 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS

STUDENT ACHIEVEMENT



57 out of 100

Student Achievement shows how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS



57 out of 100

School Progress shows how students perform over time and how that growth compares to similar schools.

CLOSING THE GAPS



37 out of 100

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

WHERE DID THIS SCHOOL PERFORM EXCEPTIONALLY WELL?

- ✗ TOP 25%: COMPARATIVE ACADEMIC GROWTH
- ✗ ACADEMIC ACHIEVEMENT IN MATHEMATICS
- ✗ POST-SECONDARY READINESS

- ✗ ACADEMIC ACHIEVEMENT IN ENGLISH LANGUAGE ARTS/READING
- ✗ TOP 25%: COMPARATIVE CLOSING THE GAPS

Grades Served 4-4 **Student Enrollment Details** 293 Students Enrolled **District** BIG SPRING ISD

Address 708 E 11TH PL, BIG SPRING, TX 79720



HOW ARE SCORES CALCULATED?



STUDENT ACHIEVEMENT

Component	Score	% of grade
STAAR Performance	57	100%
Total	57	100%



SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

Component	Score	% of grade
Academic Growth	55	
Relative Performance	57	100%
Total	57	100%



CLOSING THE GAPS

Component	Score	% of grade
Grade Level Performance	13	33.3%
Academic Growth/Graduation Rate	0	55.6%
Student Achievement	10	11.1%
Total	37	100%



Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary BIG SPRING INT (114901044) - BIG SPRING ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		69	D
Student Achievement		65	D
STAAR Performance	35	65	
College, Career and Military Readiness			
Graduation Rate			
School Progress		70	C
Academic Growth	61	59	F
Relative Performance (Eco Dis: 75.0%)	35	70	C
Closing the Gaps	20	65	D

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

ELA/Reading	Not Earned
Mathematics	Not Earned
Science	Not Earned
Social Studies	Not Eligible
Comparative Academic Growth	Not Earned
Postsecondary Readiness	Not Earned
Comparative Closing the Gaps	Not Earned

Grades Served 5-6 **Student Enrollment Details** 624 Students Enrolled **District** BIG SPRING ISD
Address 708 E 11TH PL, BIG SPRING, TX 79720

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



69 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Improvement Required
59 out of 100

2018-19
D
69 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS

STUDENT ACHIEVEMENT



65 out of 100

Student Achievement shows how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS



70 out of 100

School Progress shows how students perform over time and how that growth compares to similar schools.

CLOSING THE GAPS



65 out of 100

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

WHERE DID THIS SCHOOL PERFORM EXCEPTIONALLY WELL?

- ✗ ACADEMIC ACHIEVEMENT IN SCIENCE
- ✗ TOP 25%: COMPARATIVE ACADEMIC GROWTH
- ✗ ACADEMIC ACHIEVEMENT IN MATHEMATICS
- ✗ POST-SECONDARY READINESS

- ✗ ACADEMIC ACHIEVEMENT IN ENGLISH LANGUAGE ARTS/READING
- ✗ TOP 25%: COMPARATIVE CLOSING THE GAPS

Grades Served 5-6 **Student Enrollment Details** 624 Students Enrolled **District** BIG SPRING ISD
Address 708 E 11TH PL, BIG SPRING, TX 79720

HOW ARE SCORES CALCULATED?

STUDENT ACHIEVEMENT

Component	Score	% of grade
STAAR Performance	65	100%
Total	65	100%

SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

Component	Score	% of grade
Academic Growth	59	
Relative Performance	70	100%
Total	70	100%

CLOSING THE GAPS

Component	Score	% of grade
Grade Level Performance	11	33.3%
Academic Growth/Graduation Rate	28	55.6%
Student Achievement	9	11.1%
Total	65	100%



Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary BIG SPRING J H (114901043) - BIG SPRING ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		73	C
Student Achievement		64	D
STAAR Performance	34	64	
College, Career and Military Readiness			
Graduation Rate			
School Progress		74	C
Academic Growth	68	74	C
Relative Performance (Eco Dis: 65.8%)	34	60	D
Closing the Gaps	37	72	C

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

ELA/Reading	Not Earned
Mathematics	Not Earned
Science	Not Earned
Social Studies	Not Earned
Comparative Academic Growth	Not Earned
Postsecondary Readiness	Not Earned
Comparative Closing the Gaps	Not Earned

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



73 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Met Standard
 73 out of 100

2018-19
C
 73 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS

STUDENT ACHIEVEMENT



64 out of 100

Student Achievement shows how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS



74 out of 100

School Progress shows how students perform over time and how that growth compares to similar schools.

CLOSING THE GAPS



72 out of 100

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

WHERE DID THIS SCHOOL PERFORM EXCEPTIONALLY WELL?

- ✗ ACADEMIC ACHIEVEMENT IN SCIENCE
- ✗ TOP 25%: COMPARATIVE ACADEMIC GROWTH
- ✗ ACADEMIC ACHIEVEMENT IN MATHEMATICS
- ✗ POST-SECONDARY READINESS

- ✗ ACADEMIC ACHIEVEMENT IN ENGLISH LANGUAGE ARTS/READING
- ✗ TOP 25%: COMPARATIVE CLOSING THE GAPS
- ✗ ACADEMIC ACHIEVEMENT IN SOCIAL STUDIES



HOW ARE SCORES CALCULATED?



STUDENT ACHIEVEMENT

Component	Score	% of grade
STAAR Performance	64	100%
Total	64	100%



SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

Component	Score	% of grade
Academic Growth	74	100%
Relative Performance	60	
Total	74	100%



CLOSING THE GAPS

Component	Score	% of grade
Grade Level Performance	22	33.3%
Academic Growth/Graduation Rate	50	55.6%
Student Achievement	18	11.1%
Total	72	100%



Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes Finance Data

Search

Texas Education Agency 2019 Accountability Ratings Overall Summary BIG SPRING H S (114901001) - BIG SPRING ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		68	D
Student Achievement		68	D
STAAR Performance	35	60	
College, Career and Military Readiness	44	76	
Graduation Rate	92.1	70	
School Progress		71	C
Academic Growth	63	70	C
Relative Performance (Eco Dis: 60.9%)	40	71	C
Closing the Gaps	12	61	D

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

ELA/Reading	Not Earned
Mathematics	Not Earned
Science	Not Earned
Social Studies	Not Earned
Comparative Academic Growth	Not Earned
Postsecondary Readiness	Not Earned
Comparative Closing the Gaps	Not Earned

Grades Served 9-12 **Student Enrollment Details** 1,086 Students Enrolled **District** BIG SPRING ISD
Address 707 E 11TH PALCE, BIG SPRING, TX 79720

CHANGE OVER TIME

HOW WELL DID THIS SCHOOL PERFORM OVERALL?



68 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

CHANGE OVER TIME

2017-18
Met Standard
66 out of 100

2018-19
D
68 out of 100

This section showcases annually the overall grade of this campus to showcase their improvement over time. The overall grade is based on performance in the three domains listed below.

OVERALL PERFORMANCE DETAILS

STUDENT ACHIEVEMENT



68 out of 100

Student Achievement shows how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS



71 out of 100

School Progress shows how students perform over time and how that growth compares to similar schools.

CLOSING THE GAPS



61 out of 100

The Closing the Gaps domain tells us how well different populations of students in a district are performing.

WHERE DID THIS SCHOOL PERFORM EXCEPTIONALLY WELL?

- ✗ ACADEMIC ACHIEVEMENT IN SCIENCE
- ✗ TOP 25%: COMPARATIVE ACADEMIC GROWTH
- ✗ ACADEMIC ACHIEVEMENT IN MATHEMATICS
- ✗ POST-SECONDARY READINESS

- ✗ ACADEMIC ACHIEVEMENT IN ENGLISH LANGUAGE ARTS/READING
- ✗ TOP 25%: COMPARATIVE CLOSING THE GAPS
- ✗ ACADEMIC ACHIEVEMENT IN SOCIAL STUDIES

Grades Served 9-12 **Student Enrollment Details** 1,086 Students Enrolled **District** BIG SPRING ISD

Address 707 E 11TH PALCE, BIG SPRING, TX 79720


HOW ARE SCORES CALCULATED?



STUDENT ACHIEVEMENT

Component	Score	% of grade
STAAR Performance	60	40%
College, Career, and Military Readiness	76	40%
Graduation Rate	70	20%
Total	68	100%



SCHOOL PROGRESS

The higher score of Academic Growth or Relative Performance is used.

Component	Score	% of grade
Academic Growth	70	
Relative Performance	71	100%
Total	71	100%



CLOSING THE GAPS

Component	Score	% of grade
Grade Level Performance	0	50.0%
Academic Growth/Graduation Rate	20	10.0%
English Language Proficiency	0	10.0%
Student Achievement	33	30.0%
Total	61	100%

Site Information Form Part II

Self Score Total: 22

No Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

AND

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

OR

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

Contiguous Census Tract # 48227950801

Contiguous Tract Quartile 2nd

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.

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.

full service grocery store (1 point)(4 miles)	university or community college (1 point)(15 miles)
pharmacy (1 point)(4 miles)	outdoor recreation facility available to public (1 point) (3 miles)
licensed center serving children (1 point)(4 miles)	health-related facility (1 point)(4 miles)
public library (1 point)(4 miles)	
public park w/playground (1 point)(4 miles)	
indoor recreation facility available to public (1 point)(4 miles)	

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

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

- Wholly or partially within a Colonia (2 points);
(Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point);
(Note: Not eligible if application qualifies for Opportunity Index points)
- Yes** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (4 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (2 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);
- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

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

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

A. Proximity to the Urban Core

- Application is *not* in the At-Risk Set-Aside; **AND**
- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) **OR**
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

OR

B. Proximity to Jobs (select one)

- Application is *not* in the At-Risk *or* USDA Set-Aside; **AND**
- The Development is located within 1 mile of 16,500 jobs. (6 points)
- The Development is located within 1 mile of 13,500 jobs. (5 points)
- The Development is located within 1 mile of 10,500 jobs. (4 points)
- The Development is located within 1 mile of 7,500 jobs. (3 points)
- The Development is located within 1 mile of 4,500 jobs. (2 points)
- The Development is located within 1 mile of 2,000 jobs. (1 point)

Application is seeking points for Proximity to Job Areas Total Points Claimed:

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

Region:

- Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed **and is included behind Tab 10.**

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

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

- Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)

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

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


- Application meets all of the following requirements: (5 points)
 - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
 - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
 - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
 - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
 - Application includes evidence that appropriate zoning will be in place at award.
 - Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.
 - Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

Application is seeking points for Readiness to Proceed. **Total Points Claimed:** 

Supporting Documentation for the Site Information Form Part II

Opportunity Index (Competitive HTC and Direct Loan Only)




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

n/a 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.

n/a For Economically Distressed Areas: <http://www.twdb.texas.gov/financial/programs/EDAP/index.asp>

- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; *and*
- Map showing development site boundaries, relative to EDA boundaries. 

For other items:

Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Report 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
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

n/a Proximity to Job Areas (Competitive HTC Only)



Proximity to Urban Core

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

OR

Proximity to Jobs

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



n/a Concerted Revitalization Plan (Competitive HTC Only)

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

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

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

The List of Declared Disaster Areas is posted on the Department's website at

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



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

n/a Readiness to Proceed (Competitive HTC Only)

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

Certification regarding closing deadline



Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

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

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

Development Site Census Tract

Opportunity Index Data (§11.9(c)(4) of the 2020 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at <http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm>. Please contact jason.burr@tdhca.state.tx.us with any questions.

Census Tract	Geography	County FIPS	County	Region	Median Household Income	Q3 Income	Q2 Income	Q1 income	Median Household Income Quartile	Median Poverty Rate by Region	Poverty Rate Rank*	Poverty Rate
48227950802	Census Tract 9508.02, Howard County, Texas	48227	Howard	12	47147	46864.75	55482.5	67805	3q	11.6	OK	15.2

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)

Adjacent Census Tract

Opportunity Index Data (§11.9(c)(4) of the 2020 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at <http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm>. Please contact jason.burr@tdhca.state.tx.us with any questions.

Census Tract	Geography	County FIPS	County	Region	Median Household Income	Q3 Income	Q2 Income	Q1 income	Median Household Income Quartile	Median Poverty Rate by Region	Poverty Rate Rank*	Poverty Rate
48227950801	Census Tract 9508.01, Howard County, Texas	48227	Howard	12	59265	46864.75	55482.5	67805	2q	11.6	OK	14

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)



2019 and 2020 Small DDAs and QCTs

48227950802

Select a State Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
- SADDA Legend: FMR Boundary SADDA Boundary 2020 Small DDA Non Metro DDA

[Hide the overview](#)

The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019

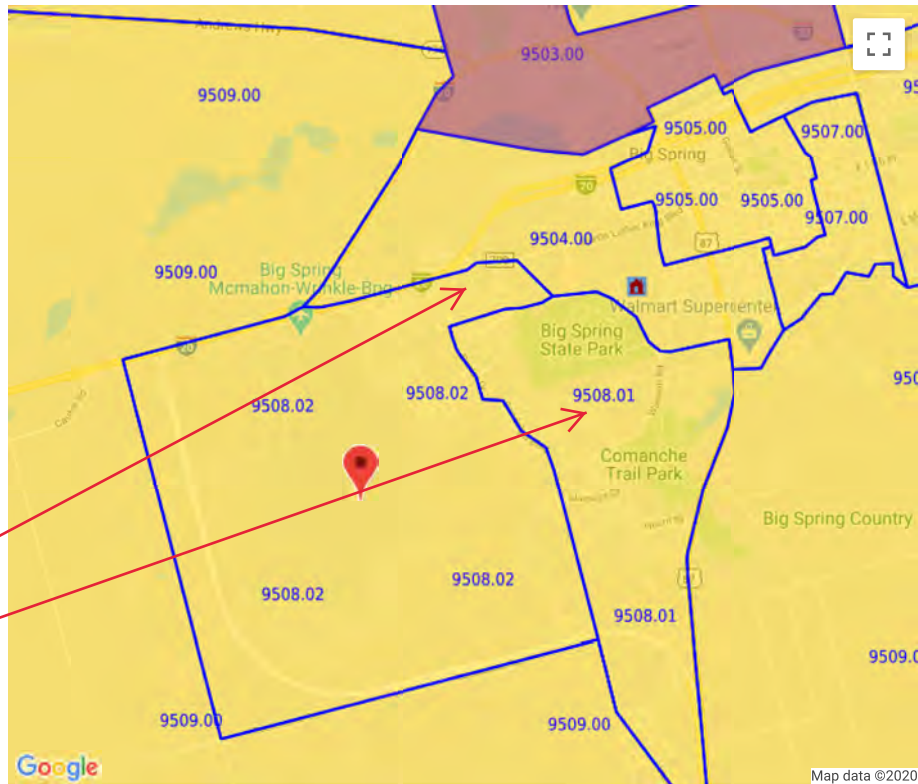
Map Options

- 13 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
 - Color QCT Qualified Tracts (Zoom 7+)
 - Show Tracts Outline (Zoom 11+)
 - Show FMR Outlines (Zoom 4+)
 - Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2020
- 2019



Heritage Heights at Big Spring Census Tract 48227950802

Adjacent Census Tract 48227950801 (2nd Quartile)

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

QCT for 2020	
Tract	9508.02
County	Howard County
State	TX
Status (2020)	Not Qualified
Poverty Rate	15.3%
Ratio of Tract Median Income to Tract Income Limit	0.690
Full Tract Number	48227950802

and Resources
rs Clearinghouse

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse



2019 and 2020 Small DDAs and QCTs

48227950802

Select a State Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
- SADDA Legend: FMR Boundary SADDA Boundary 2020 Small DDA Non Metro DDA

[Hide the overview](#)

The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019

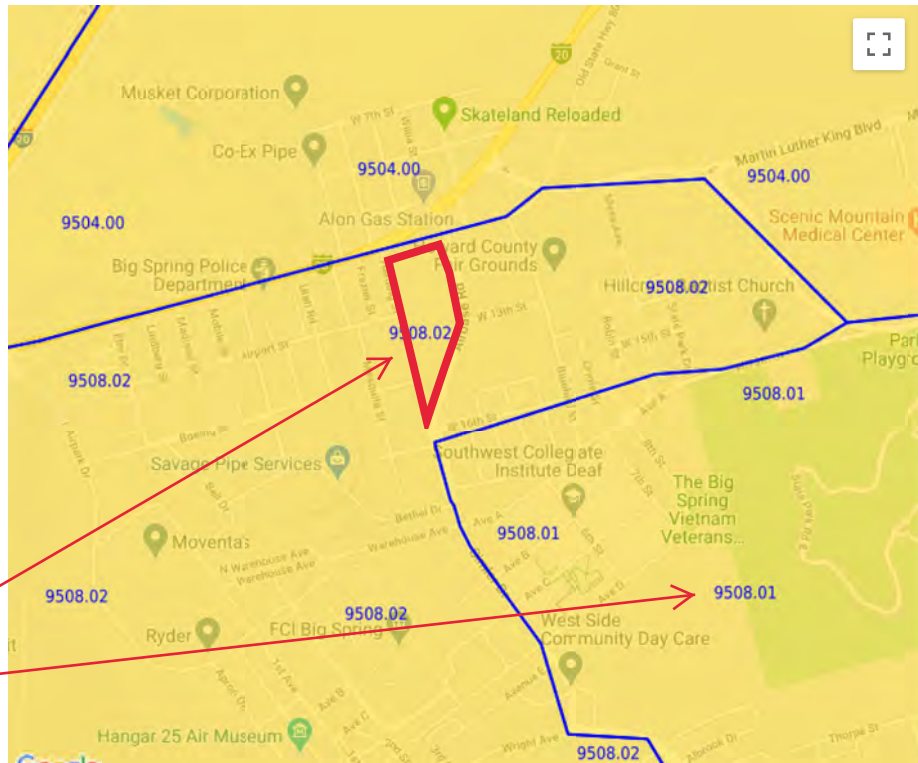
Map Options

- 15 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2020
- 2019



Map data ©2020

Heritage Heights at Big Spring Census Tract 48227950802

Adjacent Census Tract 48227950801 (2nd Quartile)

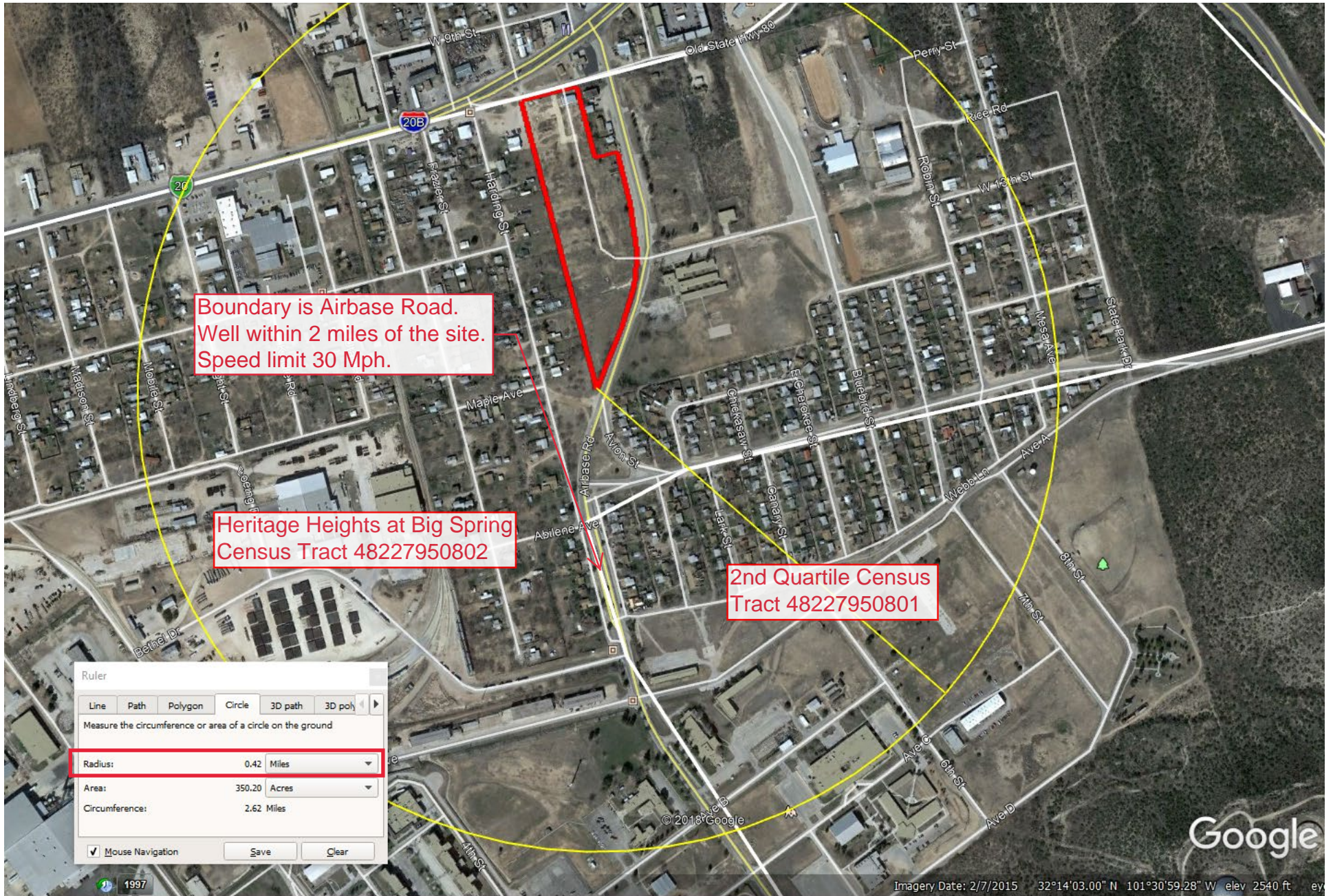
Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

QCT for 2020	
Tract	9508.02
County	Howard County
State	TX
Status (2020)	Not Qualified
Poverty Rate	15.3%
Ratio of Tract Median Income to Tract Income Limit	0.690
Full Tract Number	48227950802

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse

No physical barriers between the Subject Census Tract and the adjacent 2nd Quartile Census Tract, and it is within 2 miles of Heritage Heights at Big Spring.

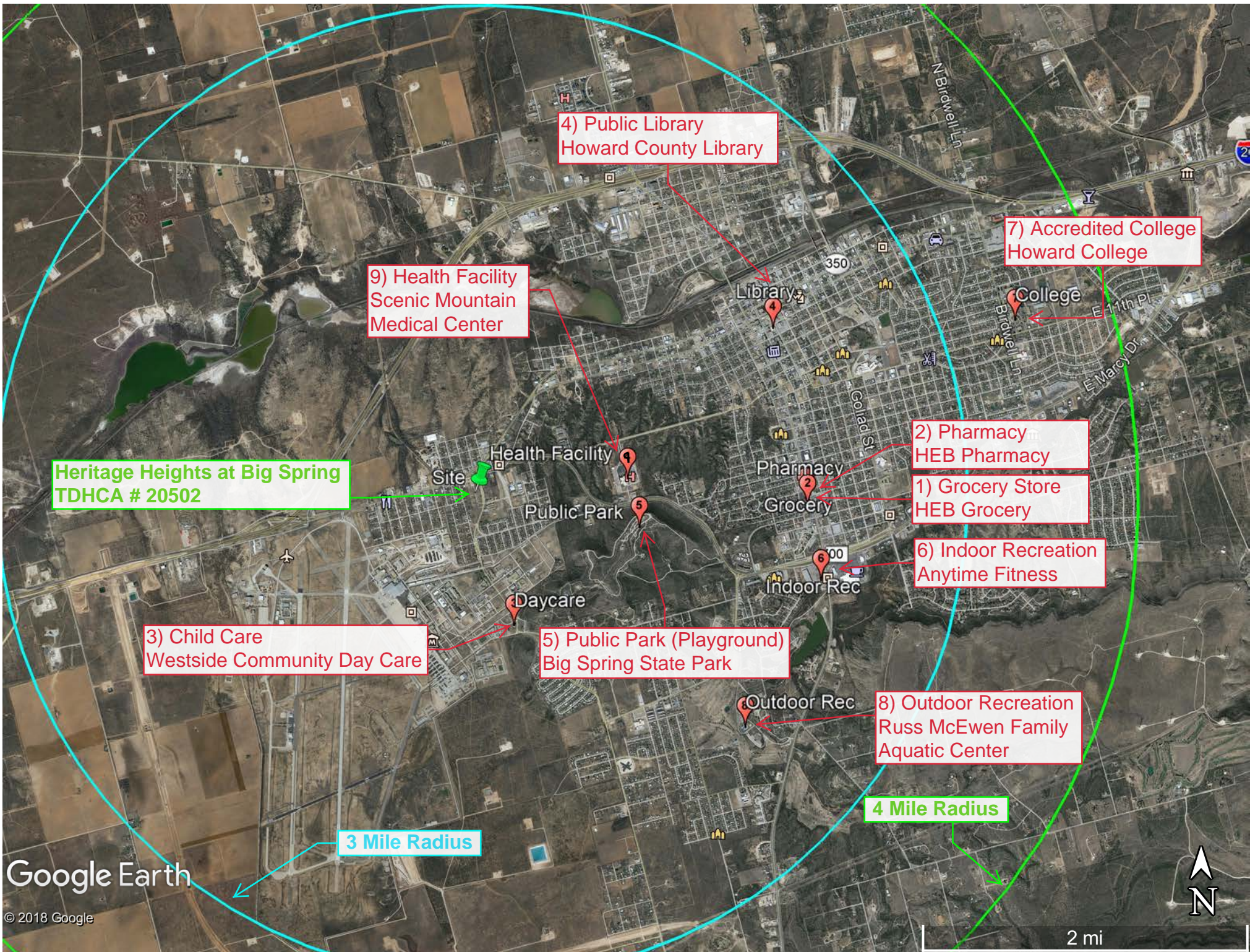


Speed limit sign on Airbase Rd.



Opportunity Index Amenities – Rural
Heritage Heights at Big Spring – 20502

- 1. Full Service Grocery Store – 4 Miles**
HEB Grocery
2000 S. Gregg St.
Big Spring, TX 79720
- 2. Pharmacy – 4 Miles**
HEB Pharmacy
2000 S. Gregg St.
Big Spring, TX 79720
- 3. Child Care (DFPS) – 4 Miles**
Westside Community Day Care
2400 Simler Ave
Big Spring, TX 79720
- 4. Public Library – 4 Miles**
Howard County Library
500 Main Street
Big Spring, TX 79720
- 5. Public Park – 4 Miles**
Big Spring State Park
1 State Park Rd 8
Big Spring, TX 79720
- 6. Indoor Recreation – 3 Miles**
Anytime Fitness
2602 S. Gregg St.
Big Spring, TX 79720
- 7. Accredited Community College – 15 Miles**
Howard College
1001 Birdwell Lane
Big Spring, TX 79720
- 8. Outdoor Recreation – 3 Miles**
Russ McEwen Family Aquatic Center
911 Golf Course Road
Big Spring, TX 79720
- 9. Health Facility – 4 Miles**
Scenic Mountain Medical Center
1601 W 11th Pl
Big Spring, TX 79720





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Big Spring H-E-B



Mon-Sun 06:00 AM - 12:00 AM
Store Phone: (432) 263 - 3000
Pharmacy Phone: (432) 263 - 3020

2000 SOUTH GREGG
BIG SPRING, TX 79720-5437
Corporate #51
[Get directions](#)

[Weekly Ad](#) [Coupons](#) [Make My H-E-B Store](#)

Pharmacy

Pharmacy Phone: (432) 263 - 3020
Mon-Fri 08:00 AM - 08:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM
Compounding
Immunizations
Pharmacy

Available Store Services

- Grocery
Showtime
- Meat Market
Custom Meat Cutting
Prime Beef
- Seafood
Fish Market
Gulf Shrimp
Sushi
- Store Services
Bissell Green Carpet Cleaner
Business Center
Coin Star
Gas Station

[Store Layout](#)

Nearby Stores [View All Stores](#)

Midland H-E-B
3325 WEST WADLEY 41.07 miles
MIDLAND, TX 79707-5714
Store Phone: (432) 697 - 1471
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy Phone: (432) 697 - 1484
Pharmacy Hours: Mon-Fri 08:00 AM - 08:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Curbside Pickup

[Store Details](#) [Make My H-E-B Store](#)

Midland Loop 250 H-E-B
5407 ANDREWS HIGHWAY 43.29 miles
MIDLAND, TX 79706-2851
Store Phone: (432) 699 - 8201
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy Phone: (432) 699 - 2331
Pharmacy Hours: Mon-Fri 08:00 AM - 08:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Curbside Pickup

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No Store Does More™ to bring families in Texas the very best locally grown produce, 100% pure beef, and hundreds of products made around the world - all at great low prices.
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Customer Service

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More from H-E-B

- Primo Picks
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What can we help you find?



My H-E-B Find a Store

Shop Curbside >

Shop Delivery >



Shop Recipes Weekly Ad Coupons Pharmacy

Home Shop

Shop by Department



Fruit & Vegetables

Fruit
Vegetables



Meat & Seafood

Meat
Seafood
Tofu & Meat Alternatives



Bakery & Bread

Bread
Breading & Crumbs
Cakes
See All



Dairy & Eggs

Butter & Margarine
Cottage Cheese
Cream
See All



Deli & Prepared Food

Cheese
Dip
Meat
See All



Pantry

Baking Ingredients
Broth & Bouillon
Canned & Dried Food
See All



Frozen Food

Bread & Baked Goods
Fruit
Ice Cream & Treats
See All



Beverages

Beer & Wine
Coconut Water
Coffee
See All



Everyday Essentials

Air Fresheners & Candles
Batteries
Cleaners
See All



Health & Beauty

Bath & Skin Care
Cotton Balls & Swabs
Diet & Fitness
See All



Home & Outdoor

Bedding & Bath
Clothes & Shoes
Decor
See All



Baby & Kids

Baby Safety
Bath Tubs & Accessories
Clothes
See All



Pets



- | | | |
|----------------|--------------------|--------------------|
| | Our Brands | Primo Picks |
| Birds | Fruit & Vegetables | Fruit & Vegetables |
| Cats | Meat & Seafood | Meat & Seafood |
| Dogs | Bakery & Bread | Bakery & Bread |
| See All | See All | See All |

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What can we help you find?



Select your Preferred H-E-B Store >

Home Find a Store Big Spring H-E-B

Big Spring H-E-B



Mon-Sun 06:00 AM - 12:00 AM
Store Phone: (432) 263 - 3000
Pharmacy Phone: (432) 263 - 3020

2000 SOUTH GREGG
BIG SPRING, TX 79720-5437
Corporate #51

[Get directions](#)

[Weekly Ad](#) [Coupons](#) [Make My H-E-B Store](#)

Pharmacy

Pharmacy Phone:	(432) 263 - 3020	Compounding
Mon-Fri	08:00 AM - 08:00 PM	Immunizations
Sat	09:00 AM - 06:00 PM	Pharmacy
Sun	10:00 AM - 05:00 PM	

Available Store Services

- Grocery**
 - Showtime
- Meat Market**
 - Custom Meat Cutting
 - Prime Beef
- Seafood**
 - Fish Market
 - Gulf Shrimp
 - Sushi
- Store Services**
 - Bissell Green Carpet Cleaner
 - Business Center
 - Coin Star
 - Gas Station

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TEXAS
Health and Human Services



Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page

< 4

Operation Details

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

Operation Number:	114556
Operation Type:	Licensed Center
Program Provided:	Child Care Program
Operation/Caregiver Name:	Westside Community DCC
Location Address:	2300 SIMLER BIG SPRING IND PAR BLDG 449 BIG SPRING, TX 79720
Mailing Address:	PO BOX 2296 BIG SPRING, TX 79721
Phone Number:	432-263-7841
County:	HOWARD
Website Address:	
Email Address:	rhondaparez@suddenlinkmail.com
Administrator/Director Name:	Rhonda Paredes
Type of Issuance: ?	Full Permit
Issuance Date:	2/5/1987
Permit Renewal Due By Date:	2/5/2019
Conditions on Permit: ?	Yes
Accepts Child-Care Subsidies: ?	Yes
Hours of Operation:	07:00 AM-05:30 PM
Days of Operation:	Monday - Friday
Total Capacity:	85
Licensed to Serve Ages:	Infant, Toddler, Pre-Kindergarten, School
Total Capacity:	85
Number Of Admin Penalties:	0
Corrective Action: ?	No
Adverse Action: ?	No
Temporarily Closed:	No

Three 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 three years, Licensing conducted the following:
 - 7 - Inspections ?
 - 0 - Assessments ?
 - 1 - Self Reported Incidents ?
 - 3 - 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.

Three Year Compliance Summary

- During the last three years, 1721 standards were evaluated for compliance at this operation.
- Of the standards evaluated 12 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 three years are as follows:

2 were weighted as [High](#)
 8 were weighted as [Medium - High](#)
 2 were weighted as [Medium](#)
 0 were weighted as [Medium - Low](#)
 0 were weighted as [Low](#)

Click on the weight to see additional details about each deficiency.

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.

Email or Phone Password

[Forgot account?](#)



Explore local businesses on Facebook

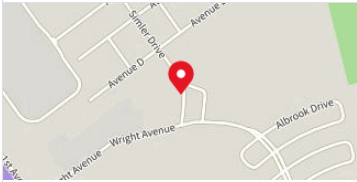
Sign up for Facebook today to discover local businesses near you.

**West Side Community Day
Care Center**
Child Care Service

5.0 * · 1 public rating

Unofficial Page · Located in Big Spring, Texas

About



Address 2400 Simler Ave
Big Spring, Texas 79720
Phone (432) 263-7841
Website Suggest a website

22 likes 30 visits

REVIEWS



Kyrie Beth reviewed West Side Community Day Care Center

March 24, 2016 ·

This daycare & the people that work there have been a HUGE blessing in mine & my families lives!!!!!!! WE LOVE WEST SIDE COMMUNITY DAY CARE CENTER!!!!!!!!!! XOXOXOXOXO

Posts about West Side Community Day Care Center

There are no stories available

Near West Side Community Day Care Center



Abilene Gymnastics Sport Center
Gym/Physical Fitness Center
4.6 * · 73 public ratings

YMCA of Abilene
Gym/Physical Fitness Center

Antioch Christian Education Center
School
5.0 * · 38 public ratings

Child Care in Big Spring, Texas

Related Pages

Little Learners Christian Daycare
Day Care · Preschool · Child Care Service

Amits Craft Korner
Art

Jill Houser, Arbonne Independent Cons...
Health/Beauty

Places Big Spring, Texas Child Care Service
West Side Community Day Care Center

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Howard County Library

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- Web & Research Resources
- Español
- News & Events
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- About Us

News

- Story Time Program
Dec 13, 2018
- Director's Message
Nov 29, 2016

Welcome to the Howard County Library, Big Spring, Texas!

New in the Library! OverDrive is here!!!!

Borrow eBooks & audiobooks

Howard County Library is now part of the West Texas Digital Library giving you access to downloadable Ebooks and audiobooks from 20 West Texas libraries. To learn more about OverDrive see our Digital Collections page.



Login to your account

with your library card and phone number (including area code)

Search the library catalog:

Advanced Search

Location & Hours



HOURS

M,W,F 9:00-6:00
T & TH 10 - 7
Closed Saturdays & Sundays
Computer Room closes 30 min. prior to library closing.

LOCATION

500 Main Street
Big Spring, TX 79720
432-264-2260
Fax: 432-264-2263
e-mail: reference@howardcountytexas.com
Map our Library



Read to Me
Tuesdays 11:00

Story Time
Wednesdays 10:15

« January 2019 »

Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2


Upcoming Events

- Presidents' Day
Feb 18, 2019 12:00 AM
(US/Central)
- Good Friday
Apr 19, 2019 12:00 AM
(US/Central)
- Memorial Day

Web and Research Resources - Work and research from the office or from home, anytime:

- TexShare Databases:** books, articles, research databases, and more
- Selected Sites:** what's good on the Web
- Community Organizations:** local, nonprofit groups and services
- Good Reads:** book reviews, top sellers, author interviews, and news headlines
- Social Security Online:** the official website of the U.S. Social Security Administration
- Texas State Securities Board:** For information on wise and safe investing access: <http://TexasInvestorEd.org> or call: (888) 663-0009 to request a free background check on anyone selling securities or rendering investment advice to a Texan.
- Texas State Law Library:** The Texas State Law Library has librarians on staff who will help you find legal information. We are open from 8 am to 5 pm Monday through Friday. You can contact us by telephone at 1-844-829-2843 or by email or by chatting with a librarian via our website: www.sll.texas.gov. From our website you can research for free a number of databases for legal information not readily available through a Google search.
- Peoplesmart.com:** A database of public records searchable by name, state, city, and other identifying characteristics.
- <http://www.cypressresume.com/index.php?c=howardcountylibrary>: Easy online resume builder that lets you create professional-quality resumes in three quick and simple steps.
- <http://collections.swco.ttu.edu/>: Big Spring Herald archives from 1921 to 1955 and the Big Spring Enterprise from 1908 to 1911 are now available online. The Southwest Collection/Special Collections Library (SWC/SCL) at Texas Tech University in a

cooperative project with Howard County Library has made this project possible.

- 
TexShare Databases Try these databases filled with magazine articles, encyclopedia entries, and other materials to help you discover more on any subject, from general interest to business, hobbies, and more. Please see your librarian for a username and password.

May 27, 2019 [12:00 AM](#) (US/Central)

Independence Day
Jul 04, 2019 [12:00 AM](#) (US/Central)

Labor Day
Sep 02, 2019 [12:00 AM](#) (US/Central)

[Previous events...](#)

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The library would also like to let patrons know that it has acquired four new children's literacy computers. Two of the computers are early literacy station computers for children ages two to eight. The other two are after school literacy station computers for children ages six to twelve. These computers are pre-loaded with fifty to sixty fun software programs that cover all areas of the curriculum. These computers are safe for children to use as they do not require internet connection. Bring you children into the library and let them experience learning at their individual pace and in a fun environment. These computers were made possible by a grant from the Ladd and Katherine Hancher Foundation.

[Staff Login](#)



Big Spring State Park

- Overview
- Maps
- Fees & Facilities
- Nature
- History
- Events



Facebook Twitter

No. 1 Scenic Drive
Big Spring, TX 79720

Latitude: 32.232288
Longitude: -101.490728

[View map and directions](#)

(432) 263-4931

Reserve by phone: (512) 389-8900

New Ways to Plan Park Visits
Coming in 2019

Things to Do

Dramatic views off of the 200-foot bluff and from the CCC-built loop road are among the featured attractions of this 382-acre park. Early morning or sunset, joggers, walkers and cyclists circle the loop, enjoying these views as they exercise. An elaborate Fourth of July fireworks display is one of the largest in the region. Other activities include picnicking, nature study and sightseeing.

The park has a [Group Pavilion](#) available for reservation; it is on top of the hill and holds up to 50 people.

Ranger Programs

A seasonal interpretive center displays area Indian artifacts and fossils.

Get more information on the Civilian Conservation Corps, which helped develop this park and numerous others over 70 years ago, by visiting our [CCC page](#) that includes the interactive online exhibits and education resource, "The Look of Nature: Designing Texas State Parks During the Great Depression" and "A New Deal for Texas Parks."

Area Attractions

Nearby attractions include [Lake Colorado City State Park](#), Comanche Trail Park and Historical Spring, Moss Creek Lake, Heritage Museum/Potton House, One Mile Lake (Sandhill Crane Sanctuary - Observation Area), a unique 18-hole golf course, and the cities of Midland and Odessa.

Entrance Fees
Entrance Fee: Free

Hours
Open daily, 8 a.m. to sunset.

- Maps & Publications**
- [Map of Park \(PDF\)](#)
 - [Birds of Big Spring SP: A Field Checklist \(PDF\)](#)

Climate

Climate is warm and dry, with a yearly mean temperature of 63 degrees. January average low is 40 degrees. July average high is 82 degrees. Average rainfall is 18.4 inches. Growing season is approximately 231 days. [National Weather Service forecast for this area](#)

Elevation
2,810 feet

- Nearby State Parks, Historic Sites and State Natural Areas**
- [Lake Colorado City State Park](#)

Texas Parks and ...
[Like Page](#)

Tweets by @TPWDparks

Texas State Parks
@TPWDparks

We had a tie for featured #HikingDog of the month. 🐾 #HikingFamily 📷: @SQLTex #GoliadSPAdventure 📷: @MartinHeather93

Find a #TXStateParks near you at TexasStateParks.org and don't forget to capture your adventure for a chance to be featured.



31m

Texas State Parks
@TPWDparks

Replying to @TPWDparks

#BeaverForTheWin



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4200 Smith School Road, Austin, TX 78744
(512) 389-4800 | (800) 792-1112
Operation Game Thief. (800) 792-GAME



TPW Foundation
Official Non-Profit Partner

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Big Spring State Park



#TxStateParks #BetterOutside



/texasparksandwildlife



@texasparkswildlife



@TPWDparks



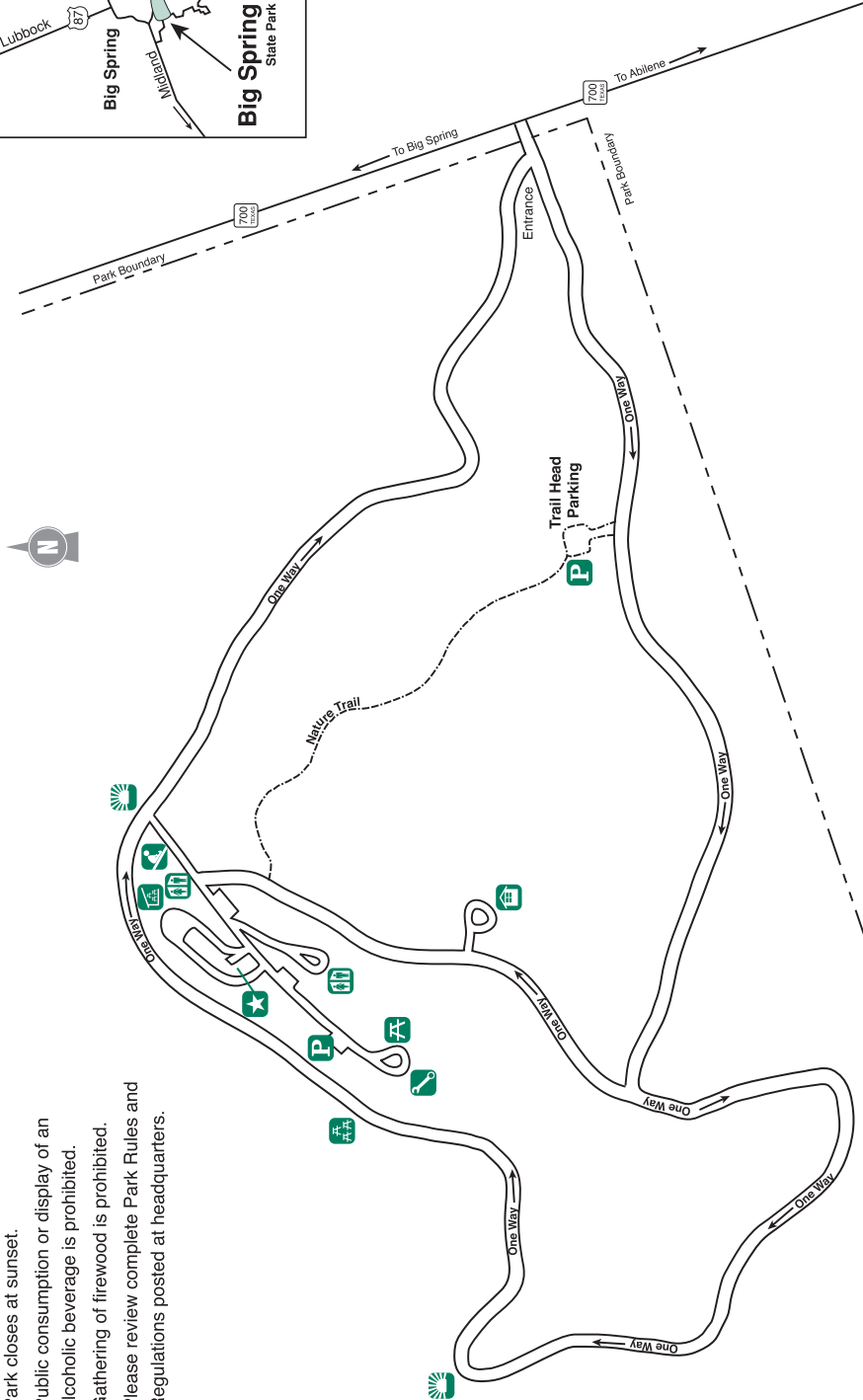
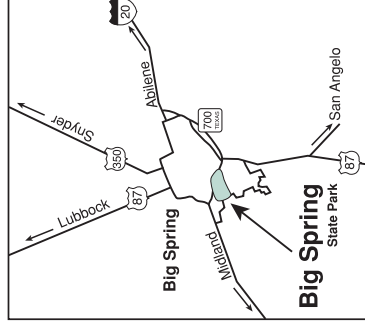
TexasStateParks.org/App

PLEASE NOTE

- Park closes at sunset.
- Public consumption or display of an alcoholic beverage is prohibited.
- Gathering of firewood is prohibited.
- Please review complete Park Rules and Regulations posted at headquarters.

LEGEND

- ★ Headquarters
- 🚻 Restrooms
- P Parking
- 🌳 Picnic Area
- 🏠 Group Picnic Area
- 🏠 Group Pavilion
- 🎮 **Playground**
- 🌄 Scenic Overlook
- 🏠 Residence
- 🔧 Maintenance



100 Scenic Drive
 Big Spring, TX 79720
 (432) 263-4931



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TexasStateParks.org ParquesDeTexas.org (512) 389-8900



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public park big spring texas

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Big Spring State Park
4.5 · 203 reviews · Directions
Park


SAVE NEARBY SEND TO YOUR PHONE SHARE

This 382-acre recreation area includes a 200-ft. bluff, a 3-mile loop road & picnic tables.

1 State Park Rd 8, Big Spring, TX 7972C
6GH6+V2 Big Spring, Texas
tpwd.state.tx.us
(432) 263-493
Open now 8AM-7PM
Add a label

[Suggest an edit](#)

Popular times Wednesdays ▾



Photos

201+ Photos

[Add a photo](#)

Review summary

5
4
3
2
1

4.5

203 reviews

"It's a relaxing place to sit and enjoy the town!"

"Wonderful place to Camp go hiking for outside people 🏕️ 🌲 🌳"

"Enjoy cooking out with friends and family and a very pleasant walk."

[Write a review](#)

People also search for

Comanche Trail Park	Texas RV Park of Big Spring	Southridge RV Park in Big Spring	South Haven RV Park Campground
---------------------	-----------------------------	----------------------------------	--------------------------------

[View more](#)

Upcoming Events

Run2LOVE2run 2019
Sat, Feb 9 • 12:00 AM

Master The Mountain 5k Run
Sat, Apr 13 • 9:00 AM



Big Spring

2602 S Gregg St
Big Spring, TX 79720

(432) 264-7222

Open 24/7 to Members
Staffed Hours

7 DAY FREE TRIAL

MEMBERSHIP INQUIRY

CONTACT US

View Gym

Why Anytime Fitness



GET TO A HEALTHIER PLACE®

Get to a healthier place at Anytime Fitness! Our friendly, professional staff is trained to help you along your fitness journey, no matter how much support you need. Membership includes a free, no-pressure fitness consultation, global access to more than 4,000 gyms, and always open 24/7 convenience. All in a welcoming club and supportive member community. Let's get started! Visit during staffed hours or call for an appointment today!!!

Local Offers & Announcements

Refer a Friend and Get 1 Month Free

Members, for each friend or family member who joins, you'll get a free month of membership. There's no limit—refer 12 friends and you could get a year free!

Hero Discount

Free enrollment, discounted key fob, & 1 month FREE. Our Hero rate is for active duty military, veterans, law enforcement, fire department, & teachers. Thank you for serving our country & communities.

Coaching & Training Services

Whether you're new to working out or a fitness pro, we are here to provide a variety of training options, guidance, and support to help you stay on track and reach your goals. See a staff member for schedule and pricing details.

CONSULTATION

Through a short survey, conversation and a movement assessment, our team will prescribe the perfect program to get you started and on track to meet your fitness goals.



[LEARN MORE](#)

Gym Amenities

24-HOUR ACCESS	24-HOUR SECURITY	CONVENIENT PARKING	WORLDWIDE CLUB ACCESS
PRIVATE RESTROOMS	PRIVATE SHOWERS	TANNING	HDTVS
WELLNESS PROGRAMS	WATER MASSAGE BED	FREE CLASSES	

Cardio

TREADMILLS	ELLIPTICAL CROSS-TRAINERS	CARDIO TVS	EXERCISE CYCLES
STAIR CLIMBERS	AMT	ROWING MACHINES	SPIN BIKES

Strength/Free Weights

FREE WEIGHTS	SQUAT RACKS	CIRCUIT/SELECTORIZED	DUMBBELLS
PLATE LOADED	BARBELLS	SMITH MACHINE	HACK SQUAT

Functional Training

KETTLEBELLS	TRX	BATTLE ROPES	BOSU
DUMBBELLS	JUMP ROPES	MEDICINE BALLS	PLYOMETRIC BOXES
RESISTANCE BANDS			

Training and Coaching Services

SPECIALIZED CLASSES	VIRTUAL STUDIO CLASSES	ZUMBA
---------------------	------------------------	-------

Memberships starting at \$39.95 per month

Rates subject to change according to location of the club and current promotions/offers.

Whether you're new to working out or a fitness regular, we've got the right staff, state-of-the-art equipment and services to meet your needs. Stop in today and we'll build a customized membership that is right for you.

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08/30/2018	2016-2017 ASALFS Students Pursuing Additional Education
08/30/2018	2016-2017 Automated Student and Adult Learner Follow-Up System Results

e-UPDATES 

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Institution	Administrative Officer	Main Telephone
Alamo Community College - Northeast Lakeview College 1201 Kitty Hawk Rd Universal City, TX 78148	Veronica Garcia President	(210) 485-0000
Alamo Community College - Northwest Vista College 3535 North Ellison Drive San Antonio, TX 78251	Ric Baser President	(210) 486-4900
Alamo Community College - Palo Alto College 1400 West Villaret Boulevard San Antonio, TX 78224	Robert Garza President	(210) 486-3880
Alamo Community College - San Antonio College 1300 San Pedro Avenue San Antonio, TX 78212	Robert Vela President	(210) 486-0959
Alamo Community College - St. Philip's College 1801 Martin Luther King Boulevard San Antonio, TX 78203	Adena Loston President	(210) 486-2900
Alamo Community College District 201 West Sheridan San Antonio, TX 78204-1429	Bruce Leslie Chancellor	(210) 485-0020
Alvin Community College 3110 Mustang Road Alvin, TX 77511	Christal Albrecht President	(281) 756-3500
Amarillo College P.O. Box 447 Amarillo, TX 79178	Russell Lowery-Hart President	(806) 371-5000
Angelina College 3500 South First Lufkin, TX 75904	Michael Simon President	(936) 639-1301
Austin Community College 5930 Middle Fiskville Road Austin, TX 78752	Richard Rhodes President/CEO	(512) 223-7000
Blinn College District 902 College Avenue Brenham, TX 77833	Mary Hensley Chancellor	(979) 830-4000
Brazosport College 500 College Drive Lake Jackson, TX 77566	Millicent Valek President	(979) 230-3000
Central Texas College 6200 West Central Texas Expwy Killeen, TX 76549	Jim Yeonopolus Chancellor	(254) 526-7161
Cisco College 101 College Heights Cisco, TX 76437	Thad Anglin President	(254) 442-5000
Clarendon College 1122 College Drive Clarendon, TX 79226	Robert Keith Riza President/CEO	(806) 874-3571
Coastal Bend College 3800 Charco Road Beeville, TX 78102	Beatriz T. Espinoza President	(361) 358-2838
College of the Mainland Community College District 1200 Amburn Road Texas City, TX 77591	Warren Nichols President	(409) 938-1211
Collin County Community College District 2800 East Spring Creek Parkway Plano, TX 75074	H. Neil Matkin President	(972) 758-3801
Dallas County Community College - Brookhaven College 3939 Valley View Lane Farmers Branch Dallas, TX 75244-4906	Thom Chesney President	(972) 860-4700
Dallas County Community College - Cedar Valley College 3030 North Dallas Avenue Lancaster, TX 75134	Joe Seabrooks President	(972) 860-8200
Dallas County Community College - Eastfield College 3737 Motley Drive Mesquite, TX 75150	Eddie Tealer President	(972) 860-7001
Dallas County Community College - El Centro College 801 Main Street Dallas, TX 75202	Jose Adames President	(214) 860-2000
Dallas County Community College - Mountain View College 4849 West Illinois Avenue Dallas, TX 75211-6599	Sharon Davis Interim President	(972) 860-8700
Dallas County Community College - North Lake College 5001 North MacArthur Boulevard Irving, TX 75038-3899	Christa Slejko President	(972) 273-3010
Dallas County Community College - Richland College 12800 Abrams Road Dallas, TX 75243-2199	Kay Eggleston President	(972) 238-6106
Dallas County Community College District 1601 South Lamar St.	Joe May Chancellor	(214) 378-1824

Dallas, TX 75215-1816		
Del Mar College 101 Baldwin Boulevard Corpus Christi, TX 78404	Mark Escamilla President	(361) 698-1200
El Paso Community College District P.O. Box 20500 El Paso, TX 79998	William Serrata President	(915) 831-2000
Frank Phillips College P.O. Box 5118 Borger, TX 79008-5118	Jud Hicks President	(806) 457-4200
Galveston College 4015 Avenue Q Galveston, TX 77550	Myles Shelton President	(409) 944-4242
Grayson College 6101 Highway 691 Denison, TX 75020	Jeremy McMillen President	(903) 465-6030
Hill College 112 Lamar Drive Hillsboro, TX 76645	Pamela Boehm President	(254) 659-7500
Houston Community College - Central Campus 1300 Holman Houston, TX 77004	Muddassir Siddiqi President	(713) 718-6040
Houston Community College - Northeast Campus 401 Northline Mall Houston, TX 77022	Margaret Ford Fisher President	(713) 718-8010
Houston Community College - Northwest College 1550 Foxlake Drive, Suite 101 Houston, TX 77084	Zachary R. Hodges President	(713) 718-5721
Houston Community College - Southwest College 6815 Rustic Houston, TX 77087	Madeline Burrillo President	(713) 718-7071
Houston Community College System 3100 Main Street Houston, TX 77002	Cesar Maldonado Chancellor	(713) 718-5059
Howard College 1001 Birdwell Lane Big Spring, TX 79720	Cheryl T. Sparks President	(915) 264-5000
Kilgore College 1100 Broadway Kilgore, TX 75662	Brenda Kays President	(903) 984-8531
Laredo College West End Washington Street Laredo, TX 78040-4395	Ricardo J. Solis President	(956) 722-0521
Lee College 200 Lee Drive Baytown, TX 77520-4703	Dennis Brown President	(281) 427-5611
Lone Star College - Cy-Fair 9191 Barker Cypress Road Houston, TX 77433	Seelpa Keshvala President	(281) 290-3200
Lone Star College - Kingwood 20000 Kingwood Drive Kingwood, TX 77339	Katherine Persson President	(281) 312-0440
Lone Star College - Montgomery 3200 College Park Drive Conroe, TX 77384	Rebecca L. Riley President	(936) 273-7000
Lone Star College - North Harris 2700 West West Thorne Drive Houston, TX 77073	Gerald F. Napoles President	(281) 312-1660
Lone Star College - Tomball 30555 Tomball Parkway Tomball, TX 77375	Lee Ann Nutt President	(281) 351-3300
Lone Star College - University Park 20515 SH249 (SH 249 and Louetta Road) Houston, TX 77070	Shah Ardalan President	(281)290-2600
Lone Star College System District 5000 Research Forest Drive The Woodlands, TX 77381-4399	Stephen C. Head Chancellor	(832) 813-6500
McLennan Community College 1400 Collette Drive Waco, TX 76708	Johnette McKown President	(254) 299-8000
Midland College 3600 North Garfield Midland, TX 79705	Steve Thomas President	(432) 685-4500
Navarro College 3200 West 7th Avenue Corsicana, TX 75110	Kevin Fegan President	(903) 874-6501
North Central Texas College 1525 West California Street Gainesville, TX 76240	Brent Wallace President	(940) 668-7731
Northeast Texas Community College 2886 FM 1735 Chapel Hill Road Mount Pleasant, TX 75456-1307	Bradley W. Johnson President	(903) 572-1911
Odessa College 201 West University Odessa, TX 79764	Gregory Williams President	(432) 335-6400
Panola College 1109 West Panola Street Carthage, TX 75633	Gregory Powell President	(903) 693-2000
Paris Junior College 2400 Clarksville Street Paris, TX 75460	Pamela Anglin President	(903) 785-7661

Ranger College 1100 College Circle Ranger, TX 76470	William Campion President	(254) 647-3234
San Jacinto College Central Campus 8060 Spencer Highway Pasadena, TX 77505	Van Wigginton Provost	(281) 476-1501
San Jacinto College North Campus 5800 Uvalde Road Houston, TX 77049	William Raffetto Provost	(281) 458-4050
San Jacinto College South Campus 13735 Beamer Road Houston, TX 77089	Brenda Jones Provost	(713) 484-1900
San Jacinto Community College 4624 Fairmont Parkway Suite 200 Pasadena, TX 77504	Brenda Hellyer Chancellor	(281) 998-6100
South Plains College 1401 College Avenue Levelland, TX 79336	Robin Satterwhite President	(806) 894-9611
South Texas College 3201 West Pecan McAllen, TX 78502-9701	Shirley Reed President	(956) 872-8311
Southwest Collegiate Institute for the Deaf 3200 Avenue C Big Spring, TX 79720	Cheryl T. Sparks President	(915) 264-3700
Southwest Texas Junior College 2401 Garner Field Road Uvalde, TX 78801	Hector Gonzales President	(830) 278-4401
Tarrant County College - Connect Campus 1500 Houston Street Fort Worth, TX 76102	Carlos Morales President	(817) 515-1650
Tarrant County College - Northeast Campus 828 Harwood Road Hurst, TX 76054	Allen Goben President	(817) 515-8223
Tarrant County College - Northwest Campus 4801 Marine Creek Parkway Fort Worth, TX 76179-3599	Zarina Blankenbaker President	(817) 515-8223
Tarrant County College - South Campus 5301 Campus Drive Fort Worth, TX 76119	Peter Jordan President	(817) 515-8223
Tarrant County College - Southeast Campus 2100 Southeast Parkway Arlington, TX 76018-2907	Bill Coppola President	(817) 515-8223
Tarrant County College - Trinity River Campus 300 Trinity Campus Circle Fort Worth, TX 76102	S. Sean Madison President	(817) 515-8223
Tarrant County College District 1500 Houston Street Fort Worth, TX 76102	Eugene Giovanini Chancellor	(817) 515-8223
Temple College 2600 South First Street Temple, TX 76504-7435	Glenda O. Barron President	(254) 298-8282
Texarkana College 2500 North Robison Road Texarkana, TX 75501	Jason Smith President	(903) 838-4541
Texas Southmost College 80 Fort Brown Brownsville, TX 78520	Jesus R. Rodriguez President	(956) 544-8200
Trinity Valley Community College 100 Cardinal Drive Athens, TX 75751	Jerry King President	(903) 677-8822
Tyler Junior College P.O. Box 9020 Tyler, TX 75711	Mike Metke President	(903) 510-2200
Vernon College 4400 College Drive Vernon, TX 76384	Dusty Johnston President	(940) 552-6291
Victoria College 2200 East Red River Victoria, TX 77901	David Hinds President	(361) 573-3291
Weatherford College 225 College Park Drive Weatherford, TX 76086	Tod A. Farmer President	(817) 594-5471
Western Texas College 6200 College Avenue Snyder, TX 79549	Barbara Beebe President	(325) 573-8511
Wharton County Junior College 911 Boling Highway Wharton, TX 77488	Betty A. McCrohan President	(979) 532-4560



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About HC

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FOR LEARNING, FOR EARNING, FOR LIFE!

Howard College believes that education is the primary purpose of the institution and that the programs and services of the college should be available to all citizens who are able to benefit from them. The college is committed to excellence in carrying out its purpose of education and in the efficient and effective use of its resources in meeting the educational needs of its students and the community.

The college seeks to treat each person of the college community as a unique individual and provide a positive, encouraging, and success-oriented environment. As we make every effort to help our students reach their maximum potential, we are integrating core concepts of critical thinking into our daily business and our classrooms. We are striving to be a beacon of education and life-long learning by thinking, teaching and acting with purpose, skill and confidence.

Our service area includes 13 counties and hosts 29 independent school districts – proof that we touch many lives, both young and old, in our efforts to provide a top quality higher education option in West Texas. We have varied educational opportunities available to meet the ever-changing needs of all learners through our four campuses: Big Spring, Lamesa, San Angelo and Southwest Collegiate Institute for the Deaf (SWCID).

Our top rate faculty and staff are eager to help all learners reach their educational goals, whatever they may be. Howard College offers basic core or occupation-specific classes for students who want to begin or rekindle their higher education experience. Still other classes are available for professionals wanting to sharpen their skills or possibly make a career change.

It is the policy of Howard College to adhere to the highest ethical standards in carrying out its mission within the spirit and letter of federal law and regulations, state law and regulations, local ordinances, national and regional accrediting regulations, and the policies of the college district. Howard College accepts its responsibilities to those it serves and will meet those responsibilities with balance, fairness, accountability, and ethical integrity.

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Regular Hours: Monday to Thursday 8:00 AM – 5:00 PM, Fridays 8:00 AM to 3:00 PM. Howard College does not discriminate on the basis of race, color, national origin, sex, disability, age, religion, veteran's status or any other protected class in its programs, activities, admission, or employment practices. The following person has been designated to handle inquiries regarding the non-discrimination policies: Director of Human Resources, 1001 Birdwell Lane, Big Spring, TX 79720, 432-264-5100. For further information on the policy of non-discrimination, [visit this link](#) for the address and phone number of the office that serves your area.

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HC Degrees and Certificates



Howard College offers a variety of programs. Associate degree transfer programs prepare students for further education at four-year colleges or universities. Career technical education and health professions programs equip students with the skills and knowledge needed for successful placement in a career field. Utilize the links below to review specific program requirements.

[Associate Degree Transfer Programs](#)

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[HC Health Professions Programs](#)



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CONTACT INFO

Address:
1001 Birdwell Lane Big Spring, TX 79720

Phone:
432-264-5000

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Recent News



In Honor of President George Herbert Walker Bush June 12, 1924 – November 30, 2018
Mick Sudano // December 4, 2018

Texas Governor Greg Abbott has declared Wednesday, December 5, 2018 as an official day of mourning across the State of Texas to allow the people

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Howard College and TTU provide a fast track to becoming a teacher
Mick Sudano // November 30, 2018

The new Howard College Techteach program filled the Student Union Building Thursday, Nov. 29th. The evening was host to an informational session for anyone interested

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ADN Pinning Ceremony Recognizes 12 Students
Mick Sudano // November 15, 2018

At 1:30 today, 12 deserving graduates of the School of Nursing stood and received their pins from friends and family. Around 200 community and family members attended

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Accreditations



Accreditation

Howard College is accredited by the [Southern Association of Colleges and Schools Commission on Colleges](#) to award associate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, or call (404) 679-4500 for questions about the accreditation of Howard College.

The Commission on Colleges is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard. All normal inquiries about the institution, such as admission requirements, financial aid, educational programs, and other college related information should be addressed directly to the College and not to the office of the Commission on Colleges.

Other Accreditations

Associate Degree in Nursing (ADN) - Big Spring Location	
Accreditation Commission for Education in Nursing (ACEN)	3343 Peachtree Road NE Suite 850 Atlanta, GA 30326 (404) 975-5000 / Fax (404) 975-5020 info@acenursing.org / www.acenursing.org
Dental Hygiene	
The Commission on Dental Accreditation of the American Dental Association	211 East Chicago Avenue Chicago, IL 60611-2678 (312) 440-2500
Surgical Technology, Emergency Medical Services (EMS)	
The Commission on Accreditation of Allied Health Education Programs	25400 U.S. Highway 19 North, Suite 158 Clearwater, FL 33763 (727) 210-2350 / Fax (727) 210-2354 mail@caahep.org / www.caahep.org
Respiratory Care	
The Howard College Respiratory Care – Advanced Level AAS program (200442), located in San Angelo, is accredited by The Commission on Accreditation for Respiratory Care (CoARC) (www.coarc.ocm). The program has been placed on Probationary Accreditation as of November 2017.	P.O. Box 54876 Hurst, TX 76054-4876USA (817) 283-2835 www.coarc.com
Radiologic Technology	
The Joint Review Committee on Education in Radiologic Technology (JRCERT)	20 N. Wacker Drive, Suite 2850 Chicago, IL 60606-3182 (312) 704-5300 mail@jrcert.org / www.jrcert.org
Surgical Technology	
Accreditation Review Council on Education in Surgical Technology and Surgical Assisting (ARC/STSA)	6 West Dry Creek Circle, Suite 110 Littleton, CO 80120 (303) 694-9262 / Fax (303) 741-3655 info@arcstsa.org / www.arcstsa.org
Emergency Medical Services (EMS)	
The Howard College Emergency Medical Services Program is accredited by the Commission on Accreditation of Allied Health Education Programs (www.caahep.org) upon recommendation of the Committee on Accreditation of	To Contact CAAHEP 25400 U.S. Highway 19 North, Suite 158

Educational Programs for the Emergency Medical Services Professions (CoAEMSP).	Clearwater, FL 33763 www.caahep.org To Contact CoAEMSP 8301 Lakeview Parkway, Suite 111-312 Rowlett, TX 75088 (214) 703-8445 Fax (214) 703-8992 www.coaemsp.org
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Approved by The Texas Higher Education Coordinating Board and The Texas Veterans Commission for Veteran's Educational Training

Howard College does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Director of Human Resources, 1001 Birdwell Lane, Big Spring, TX 79720, 432-264-5100. For further information on the notice of non-discrimination, visit [this link](#) for the address and phone number of the office that serves your area, or call 1-800-421-3481.



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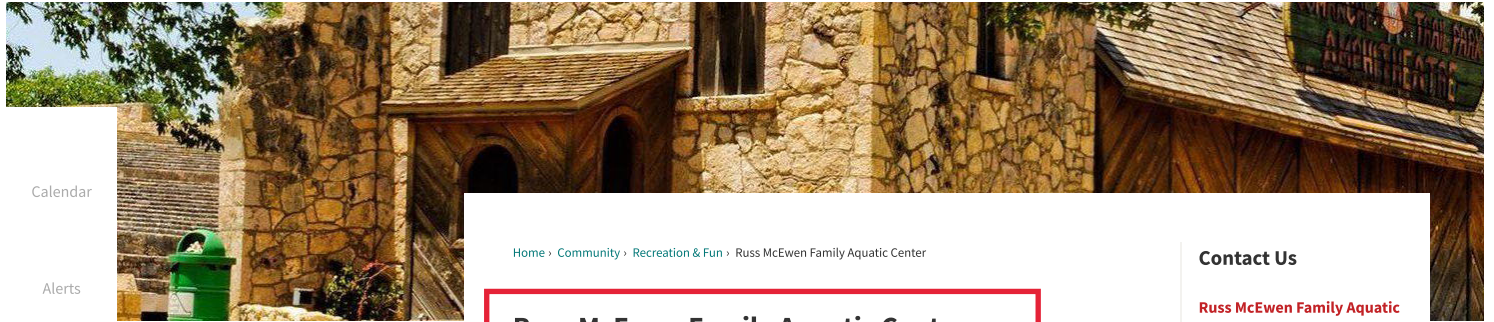
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Russ McEwen Family Aquatic Center



Tickets

Item	Price
Children age 2 and Under	Free
Adults and Children Age 3 and Up	\$5
Punch Pass (Good for 12 Entries)	\$50
Pavilion Deposit	\$25
Pavilion Rental	\$25 per Hour (2 Hour Minimum)
Center Rental Deposit	\$200 Deposit
Center Rental Fees	\$200 per Hour (2 Hour Minimum)

Entrance fees can be paid by cash, debit or credit cards only - **Sorry, NO checks accepted.**

Contact Us

Russ McEwen Family Aquatic Center

Physical Address

911 Golf Course Road
Inside Comanche Trail Park
Big Spring, TX 79720

Phone: 432-264-0037

For group or facility reservations,
please call 432-264-2323.

Daily Operating Hours

Tuesday - Friday
Noon - 8 p.m.

Saturday
11 a.m. - 8 p.m.

Sunday
1-8 p.m.

Closed on Mondays

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Aquatic Center Rules

Aquatic Center Rules are found in Section 6-195 of the City of Big Spring Code of Ordinances:

1. Every person entering the Aquatic Center (whether swimming or not) must pay or present a valid punch pass.
2. Permitted swimming items include:
 - a. Wacky noodles
 - b. Water shoes
 - c. U.S. Coast Guard approved life vests only
 - d. Goggles
3. Prohibited swimming items include:
 - a. Swim fins, water wings or large floats (including those approved by the U.S. Coast Guard)
 - b. Full face masks
 - c. Snorkels
 - d. Denim or cut-off shorts
4. The following items are strictly prohibited inside the Aquatic Center:
 - a. Weapons of any kind
 - b. Alcohol and illegal substances
 - c. Tobacco of any kind, electronic cigarettes, lighters, and matches
 - d. Glass or metal containers
 - e. Ice chests
 - f. Pets of any kind. Exception: Official service animals are permitted
 - g. Outside food or drink. Exception: Guests who have reserved a pavilion for celebratory purposes are permitted to bring a cake or similar food item, plastic utensils, and plates for the occasion
5. The following activities are adverse to a safe and fun environment and shall not be permitted:
 - a. Abusive or profane behavior or language
 - b. Running, fighting or rough play
 - c. Communication with Aquatic Center lifeguards, except to report an emergency
 - d. Loitering on Aquatic Center property, including the parking lot
 - e. Leaning, sitting or playing on or near ropes and guard stands.
6. Proper attire is required for entry into the Aquatic Center. The following are deemed inappropriate and are therefore, not permitted:
 - a. G-string swimwear or clothing and other revealing swimwear
 - b. Clothing or articles that depict:
 1. Profanity
 2. Pornography or pornographic images
 3. Graphic violence
 4. Support of drugs or drug use
 5. Gang symbols
 6. Discrimination against any group
 - c. Tattoos that depict the following must be securely and completely covered at all times:
 1. Profanity
 2. Pornography or pornographic images
 3. Graphic violence
 4. Support of drugs or drug use
 5. Gang symbols

6. Discrimination against any group

- 7. Children ages 3 and under must wear swim diapers at all times when in the water.
- 8. Children ages 11 and under must be accompanied by a person that is 16 years of age or older.
- 9. Life guards and Aquatic Center staff may require any person to perform a swim test if, at their discretion, an unsupervised person is in the water and the person appears incapable of swimming and likely to endanger themselves or others.
- 10. A parent or guardian must accompany any child under 5 years of age or under 48 inches tall at all times, whether in or out of the water.
- 11. Guest must obey all rules and follow the directions of lifeguards and Aquatic Center staff.
- 12. Aquatic Center staff and lifeguards may eject and/or deny future entrance to any person for violation of these rules or for any act or threatened act they deem hazardous to the health and safety of any person, potentially harmful to property or detrimental to good order.

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City Government Office
310 Nolan Street
Big Spring, TX 79720

Phone: 432-264-2346

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aquatic centre near Big Spring,



Russ McEwen Family Aquatic Center

4.2 - 38 reviews
Water park

Directions

SAVE NEARBY SEND TO YOUR PHONE SHARE

911 Golf Course Road, Big Spring, TX 7972C
667C+V9 Big Spring, Texas
mybigspring.com
(432) 264-0037
Add a label

Suggest an edit

Add missing information

Add hours

Photos

15 Photos

Add a photo

Review summary

5
4
3
2
1
4.2
38 reviews

"Better to go during the week, fewer people."

"And very reasonably priced"

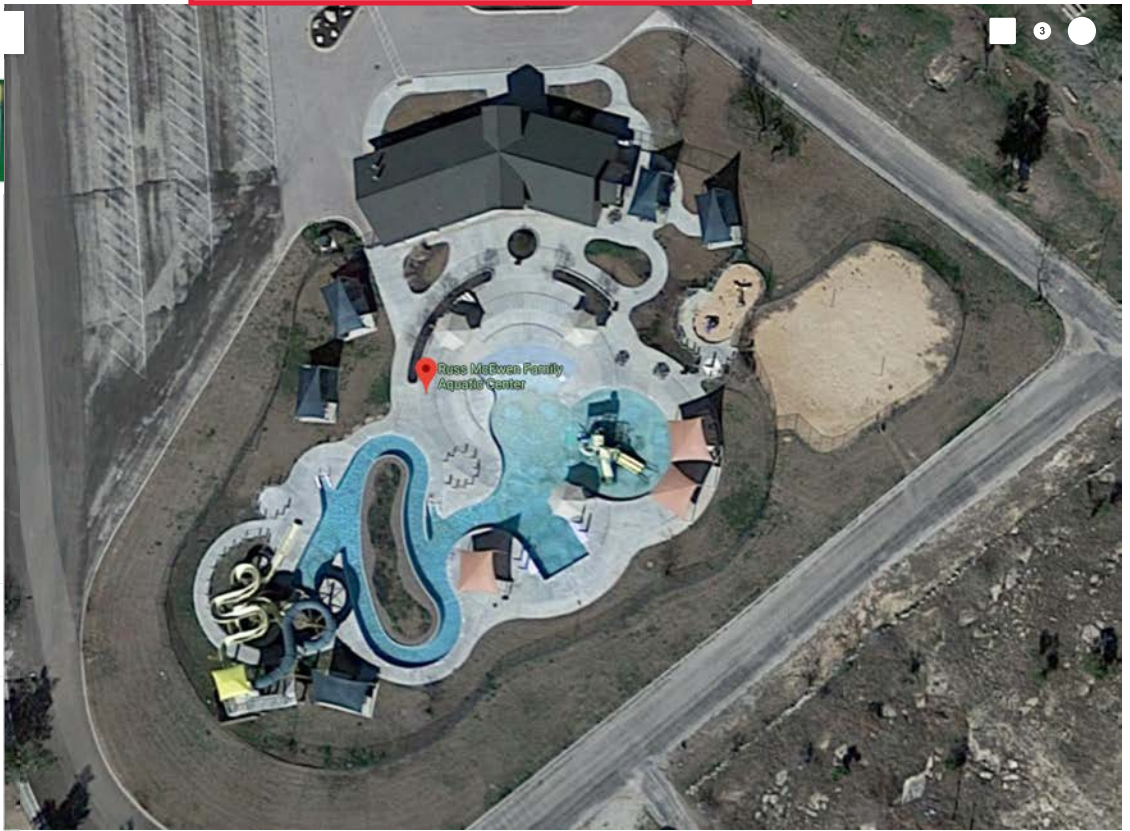
"Only thing missing is an actual pool"

Write a review

People also search for

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SERVICES PATIENTS VISITORS COMMUNITY ABOUT US EMPLOYMENT

30-Minute ER Pledge

Experienced. Local. Emergency care. Centered on you.

Find A Doctor **A TO Z LIST**

Specialty

and/or My Doctor's Name is (optional)

My Zip Code (optional)

Gender M F

SEARCH button

ER WAIT TIME
14Min
Current average ER Wait Time



Seasons Greetings

Thanks for attending our Tree Lighting Ceremony.

[SEE PHOTOS ON FACEBOOK](#)



Pink the Basin Partnership

SMMC has partnered with Pink the Basin!

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1. Choose a provider
2. Choose a reason
3. Choose a time and date

With Online Self-Scheduling, Making a Primary Care Appointment is Easy as 1-2-3.

Take control and schedule a doctor appointment *on your schedule.*

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Finding ways to help you get a better, safer night's rest.

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Supporting the health, and wellness, for women of all ages.

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Health Insurance Marketplace Assistance

Let us help you explore your options for insurance coverage. We want to help you get the information you need when you need it.

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Search our hospital's physicians by name, specialty and location to find what you need.

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We're interested in hearing from you—especially if you have questions about our website, our facility, staff, or your health.

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Health Record Home Patient Portal

Health Record Home patient portal is a secure online home for your inpatient hospital health information.

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Health Insurance Marketplace Assistance

Let us help you explore your options for insurance coverage. Scenic Mountain Medical Center wants to help you get the information you need when you need it.

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Patients

We're here to help you heal—and to make certain your experience with us is as safe, restful and restorative as possible.

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Visitor Information

Spending time with someone who cares during a hospital stay stimulates smiles on both sides of the hospital bed.

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Sign up for our eNewsletter

Sign up for our e-mail newsletter to receive health and wellness information and healthcare resources.

[SIGN UP NOW >](#)

News

September 28, 2018

WHITE SOCK CAMPAIGN

One white sock can draw attention and even raise some questions, and that is exactly what Scenic Mountain Medical Center staff members were going for, when they joined the White Sock Campaign. For thr...

September 27, 2018

SAVE A LIFE: KNOW THE SCOOP ON SEPSIS

Sepsis, sometimes incorrectly called "blood poisoning" is the body's overwhelming, and often deadly, response to infection. Sepsis can result from an infection anywhere in the body, including the lung...

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Employment

1601 W. 11th Place, Big Spring, TX 79720

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Find A Doctor **A TO Z LIST**

I Need a Specialist in _____

and/or My Doctor's Name is (optional) _____

My Zip Code (optional) _____

Gender M F

Services

We're here for you and your family.

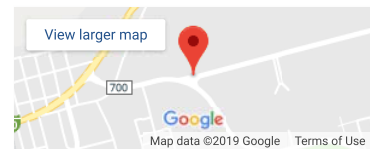
Get to know the caring face of healthcare in your community at Scenic Mountain Medical Center. Our highly skilled team of healthcare professionals is dedicated to keeping you and your family healthy.

Select a service from our list on the right to learn more about how we're here to help.

Services Topics

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- CARDIOPULMONARY SERVICES ▶
- DIAGNOSTIC IMAGING ▶
- EMERGENCY DEPARTMENT ▶
- ENT PROCEDURES ▶
- FAMILY MEDICINE ▶
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- GYNECOLOGICAL SURGICAL PROCEDURES ▶
- HEARTBURN SURGERY ▶
- HOSPITALIST ▶
- LABOR AND DELIVERY ▶
- LABORATORY SERVICES ▶
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- ORTHOPEDIC SERVICES ▶
- PODIATRY SERVICES ▶
- REHABILITATION SERVICES ▶
- SLEEP DISORDERS CENTER ▶
- SURGICAL SERVICES ▶
- UROLOGY ▶
- WOMEN'S HEALTH ▶
- WOUND CARE ▶

ER WAIT TIME
14Min
Current average ER Wait Time



GET DIRECTIONS

1601 W. 11th Place
Big Spring, TX 79720

VIEW MAP ▶

More Helpful Tools

Community

Underserved Area Support – 4 points

No Developments Awarded within 30 Years (Heritage Heights at Big Spring is on the list due to 2019 award)

48227950802 – Heritage Heights at Big Spring

The screenshot shows an Excel spreadsheet with a search filter applied to the 'Census Tract' column. The filter results are displayed in a dropdown menu, showing a list of census tracts with their corresponding population and other data. The entry '48227950802' is highlighted in yellow, indicating it is the selected result.

Row	TDHC#	Program Type	Original TDHC#	Year	Board Approv	Development Name	Project Address	Project City	Project Cot	Zip C	LIHTC Amt Awarded	Total Unit	LIHTC Uni	Population Ser	Apt# Phone	Census Trac	CMTS_II	Latitude	Longitude	
1																				
2	70005	9% HTC		1990	1990	814 S. Kentucky	814 S. Kentucky St.	Amarillo	Potter	79106	\$1,726	1	1				874	N35 12.4846	W101 52.1261	
3	70008	9% HTC		1990	1990	Timpson Seniors Apartments	329 Marcus St.	Timpson	Shelby	75975	\$33,856	28	28				876	N31 54.513	W94 23.670	
4	70009	9% HTC		1990	1990	Hughes Springs Seniors	202 Keasler St. #33	Hughes Springs	Cass	75656	\$40,430	32	32				877	N30 0.813	W94 37.288	
5	70010	9% HTC		1990	1990	Colorado City Seniors	1324 East 10th St.	Colorado City	Mitchell	79512	\$22,549	0	0				878	N32 23.793	W100 51.491	
6	70011	9% HTC		1990	1990	Fredericksburg Seniors	591 E. Highway St.	Fredericksburg	Gillespie	78624	\$45,095	48	48				879	N30 15.717	W98 51.836	
7	70012	9% HTC		1990	1990	Sonora Seniors Apartments	1901 Taylor	Sonora	Sutton	76950	\$39,320	32	32				880	N30 33.322	W100 38.255	
8	70013	9% HTC		1990	1990	Ozona Seniors	1304 Sheffield Rd.	Ozona	Crockett	76943	\$31,080	24	24				881	N30 42.723	W101 10.025	
9	70014	9% HTC		1990	1990	Brackettville Seniors Apartments	600 W. Spring Street	Brackettville	Kinney	78832	\$43,110	32	32				882	N29 18.661	W100 25.339	
10	70017	9% HTC		1990	1990	Whispering Pines Apartments	600 Bellaire Drive	Hurst	Tarrant	76053	\$89,004	108	106				883	N32 49.110	W97 9.571	
11	70018	9% HTC		1990	1990	Wellesley Park Apartments	365 E. Pecan	Hurst	Tarrant	76053	\$150,214	197	197				884	N32 49.157	W97 9.776	
12	70021	9% HTC		1990	1990	Fitzhugh Place Apartments	1428-1518 N. Fitzhugh	Dallas	Dallas	75204	\$56,160	52	52				886	N32 48.300	W96 46.469	
13	70025	9% HTC		1990	1990	Misty Court Duplexes	100-102 & 101-103 Misty Ct.	Wahachie	Ellis	75165	\$18,312	4	4				890	N32 25.080	W96 51.065	
14	70027	9% HTC		1990	1990	Saint Charles Apartments	1090 S. Charles St.	Lewisville	Denton	75067	\$148,589	126	126				891	N33 2.062	W96 59.789	
15	70035	9% HTC		1990	1990	Market Apartments	7001 Fair Oaks Ave.	Dallas	Dallas	75231	\$347,471	131	131				2308	N32 52.2935	W96 45.6088	
16	70036	9% HTC		1990	1990	Junction Apartments	7111 Fair Oaks Ave.	Dallas	Dallas	75231	\$72,630	208	206				2309	N32 52.365	W96 45.541	
17	70038	9% HTC		1990	1990	Santa Fe Trails	6318 Ridgecrest Rd.	Dallas	Dallas	75231	\$41,940	88	88				895	N32 51.971	W96 45.254	
18	70040	9% HTC		1990	1990	Vickery Square Apartments	3015 V. Pipeline Rd.	Euless	Tarrant	76040	\$78,031	60	60				2321	N32 49.315	W97 7.984	
19	70046	9% HTC		1990	1990	2512 Thorne	2512 Thorne Dr.	Amarillo	Potter	79107	\$1,161	1	1				2344	N35 14.296	W101 48.951	
20	70049	9% HTC		1990	1990	Red River Apartments	2704 W Main	County)	Red River	75426	\$22,245	24	24				896	N33 36.755	W95 6.743	
21	70050	9% HTC		1990	1990	Detroit Apartments	522 Fair NE	Detroit	Red River	75436	\$22,084	24	16				897	N33 39.951	W95 15.891	
22	70054	9% HTC		1990	1990	2904 Walnut Street	2904 Walnut St.	Amarillo	Potter	79107	\$1,164	1	1				2345	N35 14.552	W101 49.417	
23	70056	9% HTC		1990	1990	Live Oak Manor Apartments	1870 East King Drive	Three Rivers	Live Oak	78071	\$42,394	36	36				898	N28 28.300	W98 10.596	
24	70058	9% HTC		1990	1990	Winnie Square	218 W. Magnolia Ave.	Winnie	Chambers	77665	\$34,431	32	32				899	N29 49.478	W94 22.786	
25	70062	9% HTC		1990	1990	1209 Keralum	1209 Keralum	Mission	Hidalgo	78572	\$6,333	4	4				901	N26 13.0296	W98 19.1139	
26	70064	9% HTC		1990	1990	Candle Chase Apartments	6822 S. Hulen	Fort Worth	Tarrant	76133	\$75,948	116	116				903	N32 38.855	W97 23.753	
27	70071	9% HTC		1990	1990	Autumn Creek	10765 E. North West Highway	Dallas	Dallas	75238	\$43,020	82	82				906	N32 51.894	W96 41.934	
28	70076	9% HTC		1990	1990	Manor On The Park	3122 Park Lane	Dallas	Dallas	75220	\$55,886	108	86				908	N32 52.539	W96 52.432	
29	70079	9% HTC		1990	1990	Copper Creek	7500 Maplewood Rd.	North Richland Hills	Tarrant	76118	\$49,599	108	108				2320	N32 50.335	W97 13.370	
30	70080	9% HTC		1990	1990	Northside Senior Citizens	1749 V. Henderson Rd.	Angleton	Brazoria	77515	\$138,729	48	48				909	N31 11.662	W95 24.309	
31	70081	9% HTC		1990	1990	White Oak Ford Road Apartments	24341 Ford Rd.	Porter	Montgomery	77365	\$66,804	56	56				910	N30 5.792	W95 11.752	
32	70082	9% HTC		1990	1990	Manor	5825 Delant Rd.	Hitchcock	Galveston	77563	\$46,512	40	40				911	N29 21.781	W95 12.15	



2019 and 2020 Small DDAs and QCTs

48227950802

Select a State Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
- SADDA Legend: FMR Boundary SADDA Boundary 2020 Small DDA Non Metro DDA

[Hide the overview](#)

The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019

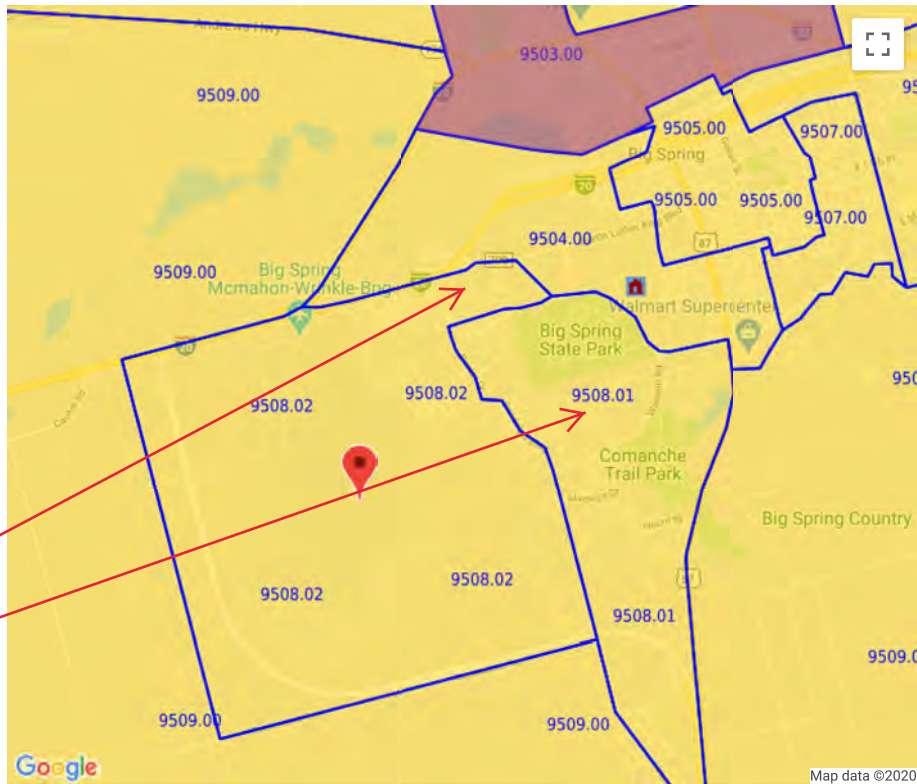
Map Options

- 13 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2020
- 2019



Heritage Heights at Big Spring Census Tract 48227950802

Adjacent Census Tract 48227950801 (2nd Quartile)

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

QCT for 2020	
Tract	9508.02
County	Howard County
State	TX
Status (2020)	Not Qualified
Poverty Rate	15.3%
Ratio of Tract Median Income to Tract Income Limit	0.690
Full Tract Number	48227950802

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse



2019 and 2020 Small DDAs and QCTs

48227950802

Select a State Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend: Tract Outline LIHTC Project 2020 Qualified Census Tracts
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[Hide the overview](#)

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Map Options

- 15 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

- 2020
- 2019



Map data ©2020

Heritage Heights at Big Spring Census Tract 48227950802

Adjacent Census Tract 48227950801 (2nd Quartile)

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse

Site Information Form Part III

Self Score Total: 22

1. Site Acreage

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

Site Control: 9.43 Site Plan: 9.43 Appraisal: N/A ESA: 13.985
Feasibility Report Survey: 9.43 Feasibility Report Engineer's Plan: 9.43

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

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

The Phase I ESA was performed for a larger parcel than was ultimately acquired for the development site.

2. Site Control [10 TAC §11.204(10)]

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

TX Big Spring 2019, Ltd

Adrian Iglesias

Entity Name

Contact Name

17440 North Dallas Pkwy, Suite 226

Address

Dallas

TX

75287

12/18/2019

City

State

Zip

Date of Last Sale

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

Yes

If "Yes," please explain: Applicant has purchased development site

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

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

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:

Name:

Relationship:

Fair Oaks Investments, LLC

None

Site Control is in the form of:

Contract for sale.

If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).

Recorded Warranty Deed with corresponding executed closing/settlement statement.

Contract for lease.

Expiration of Contract or Option: _____

Anticipated Closing Date: _____

Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

The Property has the following encumbrance(s):

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

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

- Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
- Evidence of an easement, leasehold, or similar documented access; and
 - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

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

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

Development qualifies for the boost for:

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


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

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

If a revised form is submitted, date of submission: _____

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

Site Control Documentation

- Evidence of Site Control as described in 10 TAC §11.204(10) 
- Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
- Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
- If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Ingress/Egress and Easements

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


Re-platting or Vacating Requirement

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

Title Commitment or Policy

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

Increase in Eligible Basis (30% Boost)

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable. 
- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at :

<https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx>



When Recorded, Return To:

Carol Erick
17304 Preston Road, Suite 110
Dallas, Texas 75252

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ALL OR ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD §

THAT FAIROAKS INVESTMENT LIMITED LIABILITY COMPANY, a limited liability company duly formed in the State of Texas (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid by TX BIG SPRING 2019, LTD., a Texas limited partnership (the "Grantee"), whose address is 17440 North Dallas Parkway, Suite 226, Dallas, Texas 75287, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee all of the following: (i) that certain land (the "Land") situated in Howard County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference for all purposes, (ii) all buildings, structures, fixtures and other improvements located on the Land (collectively, the "Improvements"); and (iii) all of Grantor's right, title, and interest to all rights and appurtenances pertaining to the Land, including, without limitation, all roads, alleys, easements, streets and ways adjacent to or serving the Land, strips and gores and rights of ingress and egress thereto, benefits, privileges, easements, tenements, hereditaments, riparian rights, rights to air, oil, gas and other minerals and all other appurtenances thereon or in anywise appertaining thereto (the "Rights"); (the Improvements, Land and the Rights being sometimes referred to hereinafter as the "Real Property" or the "Property").

This conveyance and the warranties of title contained herein are expressly made subject to those certain encumbrances, easements, and other matters more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions"), but only to the extent that such Permitted Exceptions are valid, subsisting, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto the Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the

Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

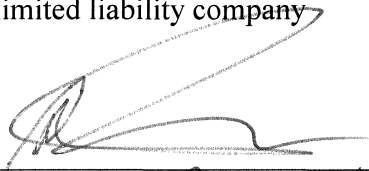
Ad valorem taxes relating to the Property have been finally prorated between Grantor and Grantee as of the date hereof and Grantee assumes payment of such ad valorem taxes, and any ad valorem taxes subsequently assessed for prior years because of Grantee's change of the use of the property.

[Signature Page Follows]

SINGED to be effective on the 18th day of December, 2019.

GRANTOR:

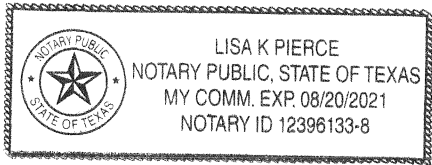
**FAIROAKS INVESTMENT LIMITED
LIABILITY COMPANY,**
a Texas limited liability company

By: 
Name: AL Rajabi
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Bexar §

I HEREBY CERTIFY that on or about this 18th day of December, 2019, before me, a Notary Public for the state aforesaid, personally appeared Al Rajabi, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Special Warranty Deed, who acknowledged that he/she is the Manager of Fair Oaks Investments Limited Liability Company; that he/she has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth; and that the same is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



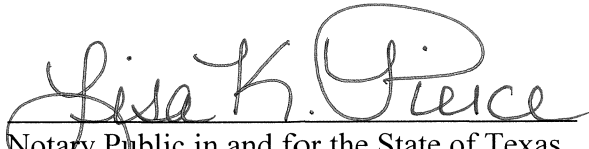

Notary Public in and for the State of Texas
My commission expires on 8/20/2021

EXHIBIT "A"

Legal Description of the Land

Being an area of 9.43 acres of land out of the East ½ of Section 2, Abstract 1029, Block 33, T-1-S, of the T. & P.R. R. Survey, Howard County, Texas and said 9.43 acre tract being described as "Third Tract" in Volume 1089, Page 38, Deed Records of Howard County, Texas and said 9.43 acre tract being that same Tract 1 (9.43 Acres) described and recorded in Volume 1332, Page 437, Official Public Records of Howard County, Texas and said 9.43 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" in the south line of Old State Highway 1;

Thence with the north line of this tract, same Tract 1 (9.43 Acres) and same said 9.43 acre tract (Tract 3) and the south line of said Old State Highway 1, N. 75° 31' 31" E. 287.10 feet (Called N. 75° 23' E. 287.1 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" found for the north northeast corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence with the northerly east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract", S. 14° 19' 29" E. (Called S. 14° 28' E.) 343.00 feet to a 5/8" iron rod found for an interior corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence N. 75° 31' 31" E. (Called N. 75° 23' E.) 115.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the south northeast corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" in the west line of Airbase Road;

Thence with the east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" and the west line of said Airbase Road, S. 14° 19' 29" E. 297.32 feet (Called S. 14° 28' E. 295.2 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 666.20 feet, central angle of 33° 56' 00", arc length of 394.56 feet and whose long chord bears S. 02° 38' 31" W. 388.81 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve;

Thence continuing with the east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" and the west line of said Airbase Road, S. 19° 36' 31" W. 505.13 feet (Called S. 19° 28' W. 506.6 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence with the west line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract", N. 14° 35' 29" W. 1430.28 feet (Called N. 14° 44' W. 1429.5 feet) to the place of beginning and containing an area of 9.43 acres of land.

EXHIBIT "B"

Permitted Exceptions

Location of overhead electric lines, power poles and gas meters, as shown on survey dated February 20, 2019, prepared by Russel T. Gully, Register Professional Land Surveyor No. 5636.

Document Number 2019-00012527

Recording Date: 12/20/2019 02:04:39 PM

First B/V/P of this recording: B: OPR V: 1879 P: 633 Page 6 of 6



STATE OF TEXAS
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County, as stamped hereon by me.

Brent Zitterkopf, County Clerk

Recorded By: Nancy Porter, Deputy

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To: STEWART TITLE
JORDAN GRONHOLZ/CAROL ERICK
15950 DALLAS PARKWAY, STE. 100
DALLAS, TX 75248

File No./Escrow No.: 333641 - TDHCA
 Print Date & Time: 12/19/2019 8:47:53 AM
 Officer/Escrow Officer: Carol Erick

Stewart Title Company
15950 Dallas Parkway, Ste 100
Dallas, TX 75248
(214) 556-5487

Property Address: 120 AIRBASE ROAD
 BIG SPRING, TX 79720 (HOWARD)
 (R000049996)

Buyer: TX BIG SPRING 2019, LTD., A TEXAS LIMITED PARTNERSHIP
 17440 Dallas Parkway
 Suite 226
 Dallas, TX 75287

Seller: FAIROAKS INVESTMENT LIMITED LIABILITY COMPANY, A TEXAS LIMITED LIABILITY COMPANY
 128 Westcourt Lane
 San Antonio, TX 78257

Lender: M1 Bank
 41 State Road W, PO Box 180, Macks Creek, MO 65786

Settlement Date: 12/18/2019

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Deposits, Credits, Debits		
	\$375,000.00	Contract sales price	\$375,000.00	
	\$403.48	Water Bills	\$403.48	
		Deposit or Earnest Money		\$10,000.00
		Additional Earnest Money from TX Big Spring 2019, Ltd		\$5,000.00
		Closing Extension Fee Deposit per Addendum A - Section 3 from TX Big Spring 2019, Ltd		\$10,000.00
		Closing Extension Fee Deposit per Addendum A from TX Big Spring 2019, Ltd		\$10,000.00
		Non Applicable Closing Extension Fee per 2nd Amendment (POC \$40,000.00 by TX Big Springs 2019, Ltd.)		
		Prorations		
	\$60.26	County taxes 12/18/2019 to 12/31/2019 @ \$1,691.83/Year	\$60.26	
		New Loans		
		Principal amount of new loan		\$925,000.00
		Remaining Loan Funds to M1 Bank	\$544,137.26	
		Title Charges		
		Lender's coverage \$925,000.00 Premium \$2,999.00 to Stewart Title Company	\$2,999.00	
\$2,281.00		Owner's coverage \$375,000.00 Premium \$2,281.00 to Stewart Title Company		
\$342.15		Area and Boundary Coverage (Non-Residential 15%) (Owner's) Endorsement(s) to Stewart Title Company		
\$55.84		Tax Certificate Fee to Stewart Title Company		
\$2.00		TX Policy Guaranty Fee to TX Guaranty Assessment Recoupment Charge	\$2.00	

		Government Recording and Transfer Charges			
		Recording Fees: Deed \$46.00		\$46.00	
		Recording Fees: Deed of Trust \$62.00		\$62.00	
		Additional Settlement Charges			
\$10,000.00		Release of Initial Earnest Money per Addendum A Section 1. to Fair Oaks Investments, LLC			
\$25,000.00		Release of Remaining Earnest Money & Extension Fees per 2nd Amendment to Fair Oaks Investments, LLC			
\$1,691.83		2019 Property Taxes to HOWARD COUNTY TAX COLLECTOR			
		Listing Agent Commission to Home Realtors		\$11,250.00	
		Selling Agent Commission to C Larson Real Estate		\$11,250.00	
		Water & Sewer Line Installation to Evans Construction, Inc.		\$10,040.00	
		Attorney's Fees to Shackelford, Bowen, McKinley & Norton, LLP		\$4,750.00	
\$1,417.50		Attorney's Fees to Granstaff, Gaedke and Edgmon, P.C.			
Seller			Buyer		
Debit	Credit		Debit	Credit	
\$40,790.32	\$375,463.74	Subtotals	\$960,000.00	\$960,000.00	
		Due From Buyer		\$0.00	
\$334,673.42		Due To Seller			
\$375,463.74	\$375,463.74	Totals	\$960,000.00	\$960,000.00	

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

TX Big Spring 2019, Ltd., a Texas limited partnership

By: TX Big Spring 2019 GP, LLC, a Texas limited liability company,
General Partner of TX Big Spring 2019, Ltd., a Texas limited partnership

By: Generation Housing Partners, LLC, a Texas limited liability company,
Manager of TX Big Spring 2019 GP, LLC, a Texas limited liability company

By: _____
Adrian Iglesias, Managing Member of Generation
Housing Partners, LLC, a Texas limited liability company

SELLER(S)

FairOaks Investment Limited Liability Company,
a Texas limited liability company

By: _____

Name: Al Rajabi

Title: Manager

SETTLEMENT COORDINATOR

Carol Erick

stewart title

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



Authorized Countersignature
Stewart Title Company
15950 Dallas Parkway, Suite 100
Dallas, TX 75246





Matt Morris
President and CEO



Denise Carraux
Secretary

STEWART TITLE GUARANTY COMPANY
Dallas, TX

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance

without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

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.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment,

endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your title insurance agent at (214) 556-5487
3. You may call Stewart Title Guaranty Company's toll-free number for information or to make a complaint at:

(800) 729 1902

4. You may also write to Stewart Title Guaranty Company at P.O. Box 2029, Houston, TX 77252-2029
5. You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at:

(800) 252-3439

6. You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104**

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: Consumerprotection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1. AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

2. Usted puede comunicarse con su agente al: (214) 556-5487
3. Usted puede llamar al numero de telefono gratuito de Stewart Title Guaranty Company's para obtener informacion o para presentar una queja al:

1-800-729-1902

4. Usted tambien puede escribir a Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029
5. Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos, o quejas al:

(800) 252-3439

6. Usted puede escribir al Departamento de Seguros de Texas a:

**P.O. Box 149104
Austin, TX 78714-9104**

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: Consumerprotection@tdi.texas.gov

7. DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion usted debe comunicarse con (el agente) (la compania) (el agente o la compania) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas (TDI).

8. ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para proposito informativos y no se convierte en parte o en condicion del documento adjunto.

**T-1 OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252-2029

File No.: 333641 - TDHCA (TRACT A)

Policy No.:

O-5966-226277

Address for Reference only: 120 Airbase Road, Big Spring, TX 79720

Amount of Insurance: \$375,000.00

Premium: \$2,623.15

Date of Policy: December 20, 2019 at 2:04PM

1. Name of Insured:

TX Big Spring 2019, Ltd., a Texas limited partnership

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is insured as vested in:

TX Big Spring 2019, Ltd., a Texas limited partnership

4. The land referred to in this policy is described as follows:

See Exhibit "A" Attached Hereto

**T-1 OWNER'S POLICY OF TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 333641 - TDHCA (TRACT A)

Policy No.: O-5966-226277

Being an area of 9.43 acres of land out of the East ½ of Section 2, Abstract 1029, Block 33, T-1-S, of the T. & P. R. R. Survey, Howard County, Texas and said 9.43 acre tract being described as "Third Tract" in Volume 1089, Page 38, Deed Records of Howard County, Texas and said 9.43 acre tract being that same Tract 1 (9.43 Acres) described and recorded in Volume 1332, Page 437, Official Public Records of Howard County, Texas and said 9.43 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" in the south line of Old State Highway 1;

Thence with the north line of this tract, same Tract 1 (9.43 Acres) and same said 9.43 acre tract (Tract 3) and the south line of said Old State Highway 1, N. 75° 31' 31" E. 287.10 feet (Called N. 75° 23' E. 287.1 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" found for the north northeast corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence with the northerly east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract", S. 14° 19' 29" E. (Called S. 14° 28' E.) 343.00 feet to a 5/8" iron rod found for an interior corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence N. 75° 31' 31" E. (Called N. 75° 23' E.) 115.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the south northeast corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" in the west line of Airbase Road;

Thence with the east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" and the west line of said Airbase Road, S. 14° 19' 29" E. 297.32 feet (Called S. 14° 28' E. 295.2 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" set for the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 666.20 feet, central angle of 33° 56' 00", arc length of 394.56 feet and whose long chord bears S. 02° 38' 31" W. 388.81 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve;

Thence continuing with the east line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract" and the west line of said Airbase Road, S. 19° 36' 31" W. 505.13 feet (Called S. 19° 28' W. 506.6 feet) to a ½" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract, same Tract 1 (9.43 Acres) and said "Third Tract";

Thence with the west line of this tract, same Tract 1 (9.43 Acres) and said "Third Tract", N. 14° 35' 29" W. 1430.28 feet (Called N. 14° 44' W. 1429.5 feet) to the place of beginning and containing an area of 9.43 acres of land.

**T-1 OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 333641 - TDHCA (TRACT A)

Policy No.: O-5966-226277

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any shown in Schedule A, and the following matters:

 1. ~~The following restrictive covenants of record itemized below:~~

~~(The Company must either insert specific recording data or delete this exception)~~

2. Shortages in area.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
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 right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):
 - a. Rights of parties in possession.
 - b. All leases, grants, exceptions or reservations of coal, lignite, oil and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - c. Location of fences, overhead electric lines, power poles, guys, sanitary sewer, gas manifold and gas meters, as shown on survey dated February 20, 2019, prepared by Russel T. Gully, Registered Professional Land Surveyor No. 5636.
 - d. Deed of Trust executed by TX Big Spring 2019, LTD., a Texas limited partnership to Erik Bergmanis, Trustee for M1 Bank securing the original principal amount of \$925,000.00 dated December 4, 2019 and recorded on December 20, 2019 as Document Number 2019-00012528, Official Public Records Howard County, Texas.
 - e. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts

Not Applicable

Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

1	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Contract Number	Census Tract	Acreage	Date of Sale
	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
	Street Address		City	
	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
	Contact Name for Seller	Name of Seller Entity		
	<i>Only list if owner has owned <36 mos.</i>	<i>Only list if owner has owned <36 mos.</i>		
	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? <input style="width: 95%;" type="text"/>			
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? <input style="width: 95%;" type="text"/>			
	If yes above, describe relationship: <input style="width: 95%;" type="text"/>			
	<input type="checkbox"/>	Contract includes more than one tract/lot. Address, legal description, and acreage are below.		
	a.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>
	b.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>
	c.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>

2	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Contract Number	Census Tract	Acreage	Date of Sale
	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
	Street Address		City	
	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
	Contact Name for Seller	Name of Seller Entity		
	<i>Only list if owner has owned <36 mos.</i>	<i>Only list if owner has owned <36 mos.</i>		
	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? <input style="width: 95%;" type="text"/>			
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? <input style="width: 95%;" type="text"/>			
	If yes above, describe relationship: <input style="width: 95%;" type="text"/>			
	<input type="checkbox"/>	Contract includes more than one tract/lot. Address, legal description, and acreage are below.		
	a.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>
	b.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>
	c.	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
		<i>Address</i>	<i>Abbreviated Legal</i>	<i>Acres</i>

If a revised form is submitted, date of submission:

Elected Officials

- Elected officials **were identified in the Pre-Application**, and there have been no changes.
(If box above is checked, the rest of the form may be left **BLANK**.)
- Elected officials have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.
- No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

Jodey Arrington 19
**** US Representative** **District**

** 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.

Kel Seliger 31
State Senator **District**
Support Letter
Shannon Thomason
City Mayor

Drew Darby 72
State Representative **District**
Support Letter
Kathryn G. Wiseman
County Judge

Jay McWilliams Big Spring ISD jmcwilliams@bsisd.esc18.net
School Superintendent **District Name** **Email**
708 11th Street Big Spring 79720
Address **City** **Zip**

Fabian Serrano fserrano@bsisd.esc18.net
Presiding officer of Board of Trustees **Email**
708 11th Street Big Spring 79720
Address **City** **Zip**

<u>Raul Marquez, Jr.</u> City Council Member	<u>District 1</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Hartman Doug, Jr.</u> City Council Member	<u>District 2</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Terry McDaniel</u> City Council Member	<u>District 3</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Gloria McDonald</u> City Council Member	<u>District 4</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Camila Strande</u> City Council Member	<u>District 5</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Jim DePauw</u> City Council Member	<u>District 6</u> District/Precinct	<u>council@mybigspring.com</u> Email or Phone
<u>Oscar Garcia</u> County Commissioner	<u>Precinct 1</u> District/Precinct	<u>Oscar.garcia@howardcountytexas.com</u> Email or Phone
<u>Craig Bailey</u> County Commissioner	<u>Precinct 2</u> District/Precinct	<u>craig.bailey@howardcountytexas.com</u> Email or Phone

Elected Officials (Continued)

<u>Jimmie Long</u> County Commissioner	<u>Precinct 3</u> District/Precinct	<u>jimmiewayne@suddenlink.net</u> Email or Phone
<u>John Cline</u> County Commissioner	<u>Precinct 4</u> District/Precinct	<u>hc4commish@yahoo.com</u> Email or Phone

Neighborhood Organizations

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

Organizations have **changed since the Pre-Application was submitted** , and information regarding notifications or re-notifications is entered below. **Insert an explanation beind this tab.**

No Pre-Application was submitted .

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

1.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

2.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

3.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

4.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

5.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.

As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the *Application Notification Template*. All of the following entities were notified and are correctly listed on the *Elected Officials Form* and *Neighborhood Organizations Form*:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page

Development Narrative

1. The proposed Development is: (Check all that apply)

New Construction

(adaptive reuse select New Construction here and adaptive reuse in next box)

and/or:

Adaptive Reuse
NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

Previous TDHCA #

If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction,

Units Demolished

Units Reconstructed

2. The Target Population will be:

Elderly

NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

If Elderly is selected (10 TAC §11.1(d)(47)):

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
Selection is based on funding from (select from list):
- Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
 - Homeless or Persons at-risk of homelessness
 - Persons with physical, intellectual, and/or developmental disabilities
 - Youth aging out of foster care
 - Persons eligible to receive primarily non-medical home or community-based services
 - Persons transitioning out of institutionalized care
 - Persons unable to secure permanent housing elsewhere due to high barriers
 - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
 - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- Services will be provided by the Applicant or an Affiliate of the Applicant.
- Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

- Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.
- Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development's operations throughout the entire Affordability Period is included behind this Tab.
- Evidence of the Applicant's or General Partner's history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.
- As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
- Development *is not* financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).
- Development has permanent foreclosable, must-pay debt sourced from federal funds.
- Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.
- If the Development is financed with debt that does not meet the requirements above, Application must include:
 - Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
 - Documentation of how resident feedback has been incorporated into Development design;
 - Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
 - Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

 - Multiple systems will be in place for residents to provide feedback to Development staff;
 - A resident is or will be a member of the Development Owner or service provider board of directors;
 - The Development's Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria:
 - The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
 - The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
 - The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
 - Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

If a revised form is submitted, date of submission:

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Heritage Heights at Big Spring is a 66-unit new construction elderly development on 9.43 acres. The development received an award of 9% housing tax credits and Multifamily Direct Loan funds in 2019. The current application is for additional Multifamily Direct Loan funds. All selections made in the application related to the original 9% housing tax credit and Multifamily Direct Loan funds remain the same; however, this application is structured as a Multifamily Direct Loan-only application; therefore, all selections made in this application are attributable to the new MFDL request only. Note that while the MFDL request is listed as \$3,000,000, this is the total of the original award, \$2,745,000, and the current MFDL request, \$255,000.

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.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm (Repayable)	\$ 3,000,000	2.50%	30	30
Multifamily Direct Loan: Construction Only (Repayable)		0.00%		
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)		0.00%		
CHDO Operating Expenses Grant				
Housing Tax Credits				
Private Activity Mortgage Revenue				

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only				Multifamily Direct Loan Only	
Select Set-Aside if applicable				Select NOFA and Set-Aside	
At-Risk	Nonprofit	USDA		Select NOFA	Select Set-Aside
				2020-1 (Annual)	General

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? Yes

Has this site/activity previously received TDHCA funds? Yes

If "Yes" Enter Project Number: 19202 and TDHCA funding source: 9% HTC and MFDL

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: _____

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. Qualified Low Income Housing Development Election (HTC Applications only)

Pursuant to §42(g)(1)(A) - (C), the term "qualified low income housing development" means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.

At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: _____

Development Activities I

1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

of Units must qualify for Points

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]

A. Unit Sizes

Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

Bedroom Size	0	1	2	3	4
Square Footage	500	600	800	1,000	1,200

OR;

Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

B. Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)

Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

Application is requesting **Direct Loan and not concurrently layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

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

3. Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)

Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]

Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

and

Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

N/A to MFDL Application

Development Activities II

Self Score Total: 22

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points) Points claimed: 0

Bedroom Size	0	1	2	3	4
Square Footage	550	650	850	1,050	1,250

Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points) Points claimed: 0

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0

At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0

At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). **Points claimed here will appear on the MFDL Self Score tab.**

Application is seeking points for Rent Levels of Residents.

Direct Loan Points Claimed: 0

3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 Direct Loan Points: 0

Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 Direct Loan Points: 0

Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 Direct Loan Points: 0

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: <https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>. **Points claimed here will appear on the MFDL Self Score tab.**

Application is seeking points for Subsidy Per Unit.

Direct Loan Points Claimed: 0

4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

*30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application's scoring elections here.

Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

19 Total Number of Units at 50% or less of AMGI

Number of 30% Units used to score points under §11.9(c)(2)*

Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)

19 Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

28.79% Percentage used for calculation of eligible points under §11.9(c)(1)

**COMPLETE THIS SECTION!
CHECK YOUR MATH!**

A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and

Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0

Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 0

B. Development proposed in all other areas.

Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0

Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 0

These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.

OR (DO NOT COMPLETE BOTH)

Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

This box will populate after the calculation is completed.

C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

Average Income
from Tab 24
0.00

- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

0

OR

D. Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

0

Application is seeking points for Income Levels of Residents.

Points Claimed:

0

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. **These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:**

- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points) 0
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 0
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 0
- At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points) 0

Application is seeking points for Rent Levels of Residents.

Points Claimed:

0

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

- Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA. 10
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

Application is seeking points for Resident Services.

Points Claimed:

11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

- A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points) 0
- B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA set-asides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point) 0

Application is seeking points for Residents with Special Housing Needs.

Points Claimed:

0

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

- Development is requesting Pre-Application Points. 0

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]



- Development will maintain a 35 year Affordability Period. 0
- Development will maintain a 40 year Affordability Period. 0
- Development will maintain a 45 year Affordability Period. 0

Application is seeking points for Extended Affordability.

Points Claimed:

0

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

- Application requests points for Historic Preservation. 
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure. 
- Attached behind this tab are the THC letter and other documentation described above.**
- Application is eligible for five (5) points. 0

11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period. 0

12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019. 0

Not Applicable

EXISTING DEVELOPMENT INFORMATION

1. At-Risk Set-Aside (*Competitive HTC Applications Only*) [§11.5(3)]

Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan.

Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.

The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.

Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)

Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):

The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.

OR

The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); **OR**

Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**

Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; **OR**

Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; **OR**

Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA's plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**

The Application proposes the same number of restricted units;


AND EITHER

The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; **OR**

Not Applicable

Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or 
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.



AND

- UPLOAD SEPARATELY FROM THE APPLICATION**, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
<https://www.tdhca.state.tx.us/program-services/ura/relocation.htm>
- Number of housing units (including Manufactured Housing Units) on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of businesses on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of nonprofit organizations on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of farms on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt; 
- Dated Voluntary Acquisition Notification to Owner; and 
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

PURPLE MARTIN REAL ESTATE

April 30, 2019

Multifamily Finance Division
Texas Department of Housing and Community Affairs
Attn: Andrew Sinnott, Multifamily Loan Programs Administrator
221 East 11th Street
Austin, Texas 78701

Re: TDHCA Application #19202 Heritage Heights at Big Spring – Applicant Response to Administrative Deficiency Dated April 30, 2019

Dear Mr. Sinnott:

Please accept this letter on behalf of TX Big Spring 2019, Ltd as a formal response to your Administrative Deficiency dated April 30, 2019.

1. Existing Building – There is an existing building on the property that is not leased and is not occupied. The building will be finished out as part of the development plan and will provide community space within the development. The demolition line item within the Development Cost Schedule is not related to the existing building. Rather, it is for demolition of existing utility lines and limited existing concrete on the site, which are existing site features that will not be used for the proposed development.
2. Utility Allowances – A response to this deficiency will be submitted under separate cover.

Please contact me at (512) 658-6386 or Audrey@purplemartinre.com with any questions.

Sincerely,



Audrey Martin
Principal, Purple Martin Real Estate, LLC

**Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)**

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

- Site Plan which:
 - states the size of the site on its face;
 - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
 - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
 - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
 - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
 - indicates the location and number of parking spaces, garages and carports, as applicable;
 - indicates the location and number of accessible parking spaces, including van accessible spaces;
 - includes information regarding local parking requirements, as applicable;
 - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
 - indicates placement of detention/retention pond(s) or states there are no detention ponds;
 - clearly delineates the flood plain boundary lines or states there is no floodplain;
 - describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
 - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)); and
 - identifies all Amenities.
- Residential Building floor plans should include the following, building by building:
 - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
 - location of accessible units (unless included on Site Plan).
- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
 - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
 - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
 - For Supportive Housing only**, specification of space to be used for 75 sq. ft./unit common space. **NOTE:** In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.
- Unit floor plans for each type of Unit:
 - must include the square footage of each type of Unit; and
 - must include floor plans for the accessible Units.
- Elevations for each side of each building type which include:
 - a percentage estimate of the exterior composition of each elevation; and
 - roof pitch.
- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

Heritage Heights at Big Spring					#19119	
UNIT TABULATION					CREATED 02.20.2019	
TYPE	AREA	NO.	%	TOTAL AREA		
A1	724	27	40.91%	19,548	45.45%	
A1(ansi)	724	2	3.03%	1,448		
A1(h/v)	724	1	1.52%	724		
B1	987	33	50.00%	32,571	54.55%	
B1(ansi)	987	2	3.03%	1,974		
B1(h/v)	987	1	1.52%	987		
TOTAL		66	100.00%	57,252		

NO. BLDGS		A	A-HC	A-HV	B	B-HC	B-HV	C	
A1									17
A1(ansi)									2
A1(h/v)									2
B1		4	3	3					33
B1(ansi)			1						2
B1(h/v)				1					1
UNITS/BLDG		4	4	4	4	4	4	2	66
UNITS/BLDG TYPE		24	8	4	16	8	4	2	

AVERAGE UNIT SIZE : 867.45

SITE IS NOT IN THE FLOODPLAIN.

SITE LEGEND:

- # BUILDING NUMBER
- X BUILDING TYPE
- ♿ HANDICAP ACCESSIBLE
- HV HEARING/VISUAL IMPAIRED
- EM ELECTRICAL METER LOCATION (REF. TO MEP)
- ★ FIRE SPRINKLER ROOM LOCATION
- ⬇ BUILDING ORIENTATION
- ⊞ TRANSFORMER LOCATION (REF. TO MEP)
- ACCESSIBLE ROUTE

PARKING TABULATION: PROVIDED 108 SPACES | 1.55 P/U

PARKING REQUIRED: ALL TYPES - 1.5 SPACES PER DU 99 SPACES REQ'D
TOTAL 99 SPACES REQ'D

PARKING BREAKDOWN: (FANDER AND VISITOR NOT INCLUDED BY TOTAL COUNTY)

SURFACE PARKING	99
HC SURFACE PARKING	5
VAN ACCESSIBLE RESIDENT PARKING	3
VISITOR	3
VISITOR HC	2
TOTAL PROVIDED	108

SITE NOTES:

- LEGAL DESCRIPTION: 0.43 ACRES
- SEE CIVIL ENGINEER'S DRAWINGS FOR EASEMENTS, GRADING, DRAINAGE, DIMENSION CONTROL, METES AND BOUNDS, AND UTILITY DRAWINGS.
- SEE MECHANICAL AND ELECTRICAL ENGINEER'S DRAWINGS FOR ELECTRICAL METER, TRANSFORMERS, AND HVAC COMPRESSOR LOCATIONS.
- SEE LANDSCAPE DRAWINGS FOR FINE GRADING, SIDEWALKS, PLANTING, RETAINING WALL LOCATIONS, FENCING MATERIAL AND LOCATION, HANDICAP PARKING SPACE DESIGN, POOL, ACCESSIBLE ROUTE PLAN, AND SITE SIGNAGE.
- THE ARCHITECT'S SITE PLAN IS DIAGRAMATIC AND SHOULD BE USED FOR REFERENCE. CONFIRM ALL BOUNDARY, SETBACK, AND PARKING INFORMATION IS CONSISTENT WITH THE CIVIL ENGINEER PRIOR TO CONSTRUCTION. NOTIFY THE ARCHITECT SHOULD A DISCREPANCY EXIST.

TYPE	OUTLINE	QTY
# A	BUILDING 'A' ONE-STORY	9
# B	BUILDING 'B' ONE-STORY	7
# C	BUILDING 'C' ONE-STORY	1
# L	LEASING CLUB ONE-STORY	1

REVISIONS

NO.	DATE	DESCRIPTION

HERITAGE HEIGHTS AT BIG SPRING
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

REVIEW PRINTS NOT TO BE USED FOR REGULATORY APPROVAL PERMIT OR CONSTRUCTION

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DATE
03-27-2020

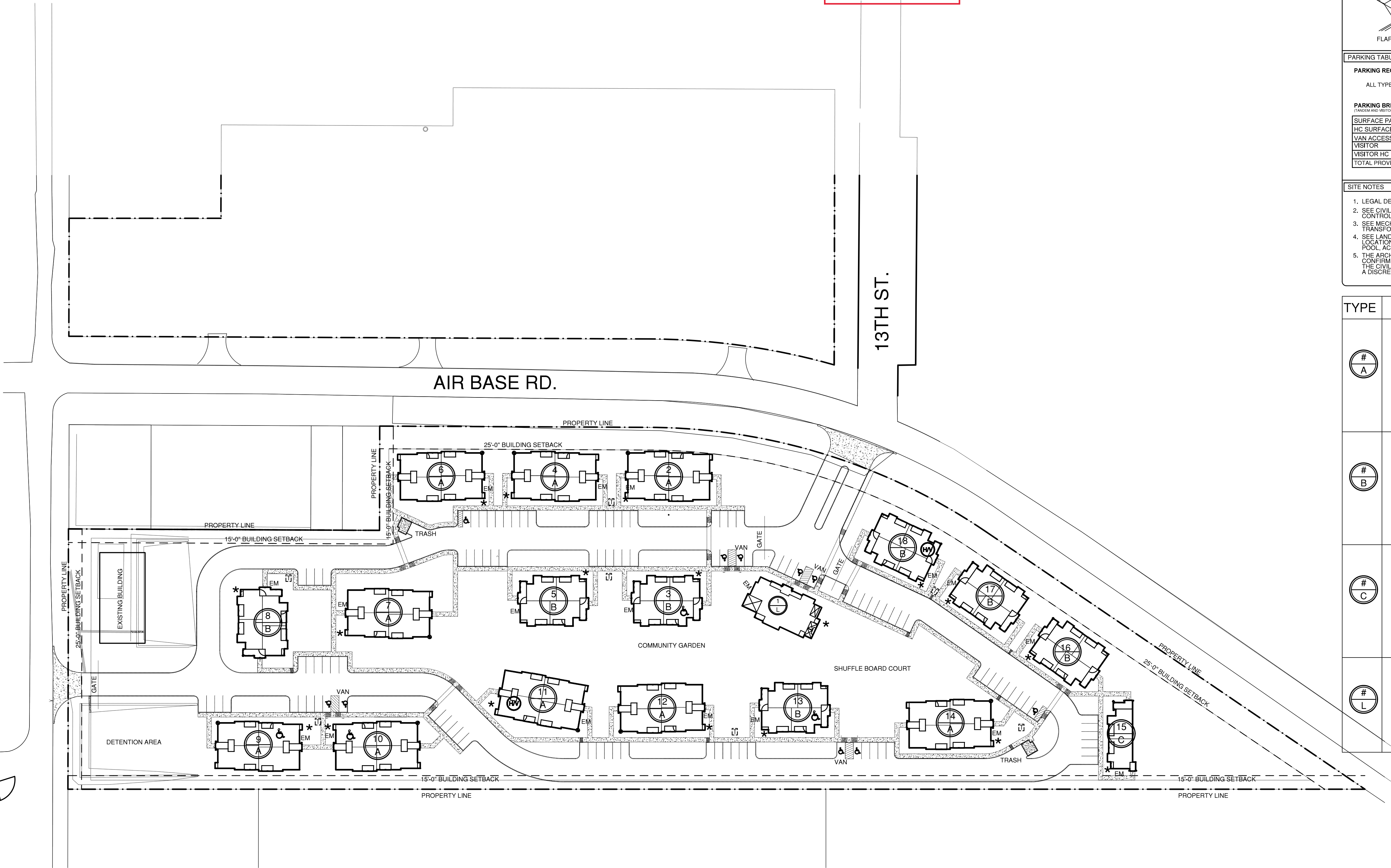
PROJECT
19119

SHEET NUMBER

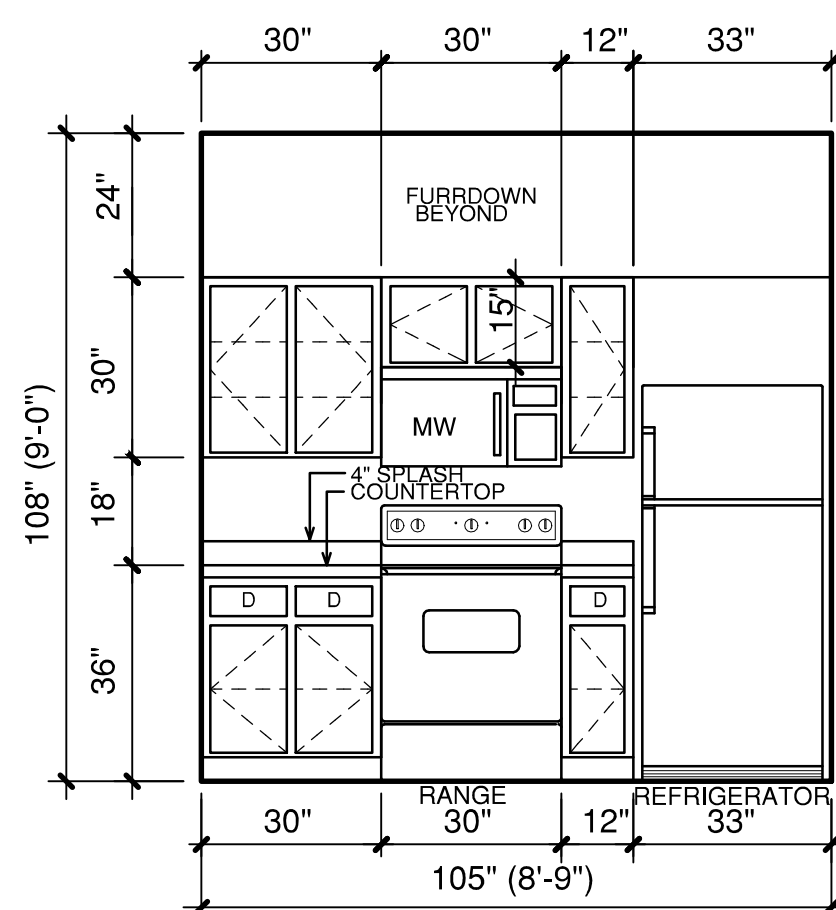
A1-01

SITE PLAN

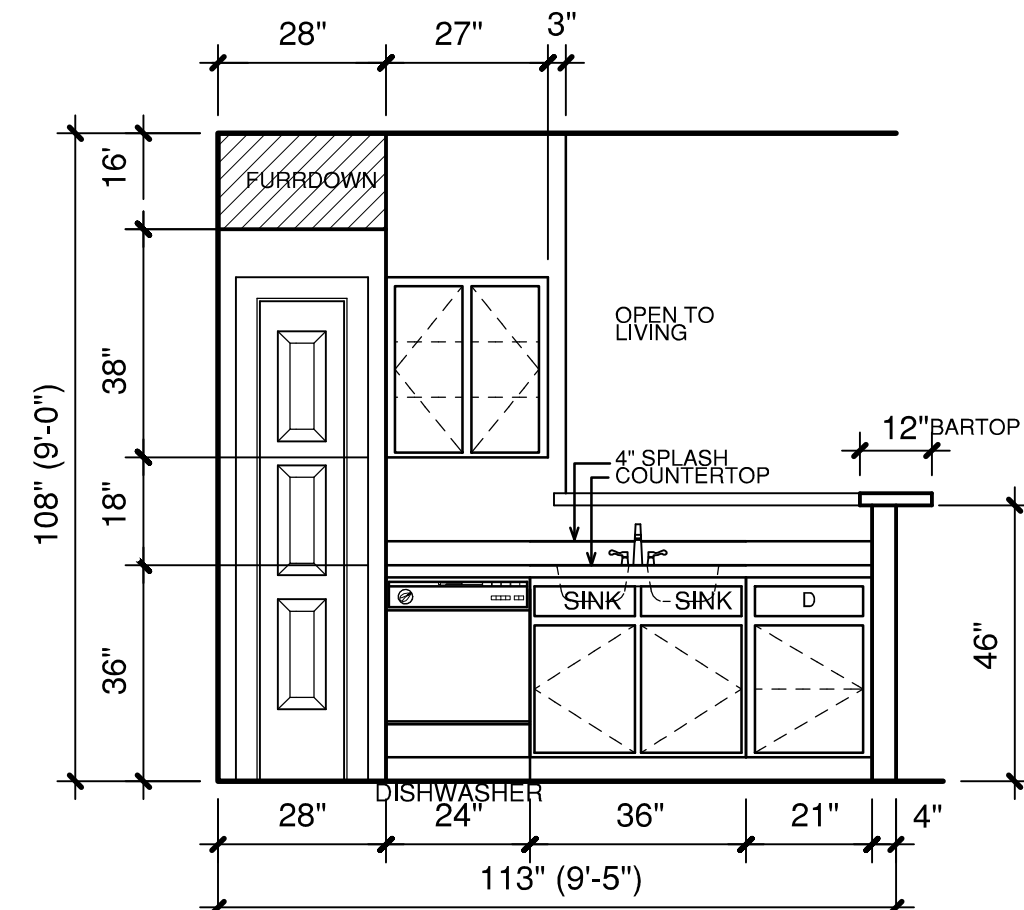
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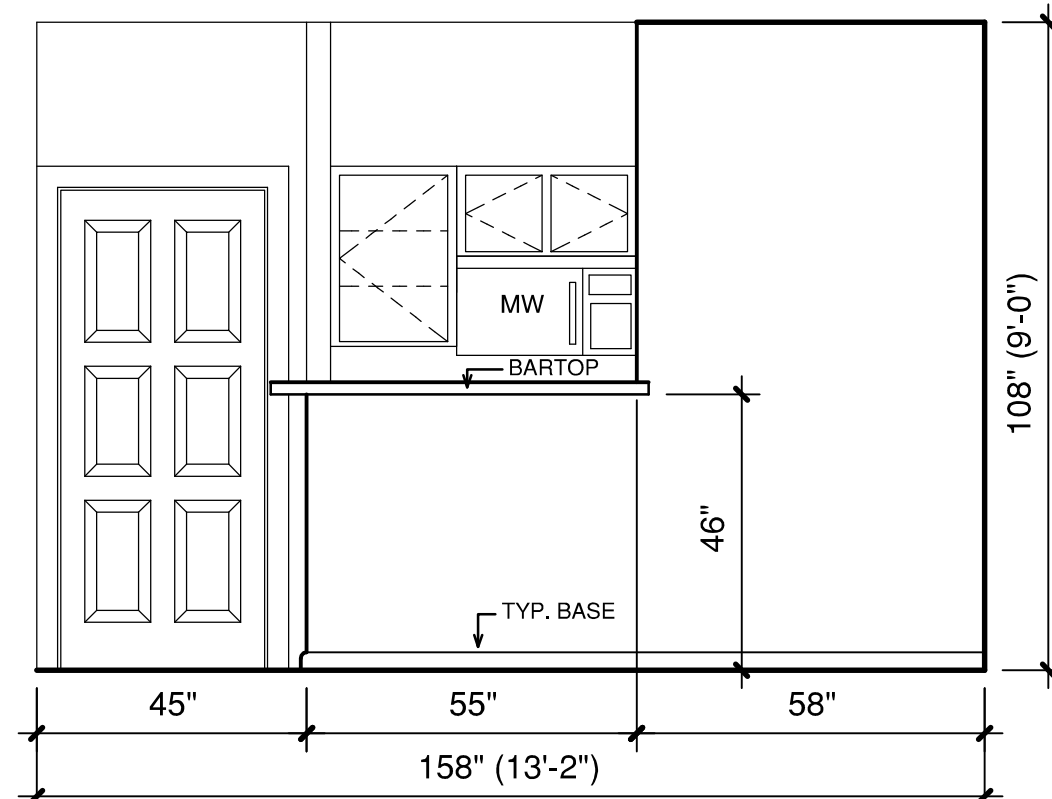
1 SITE PLAN
SCALE 60"=1'-0"



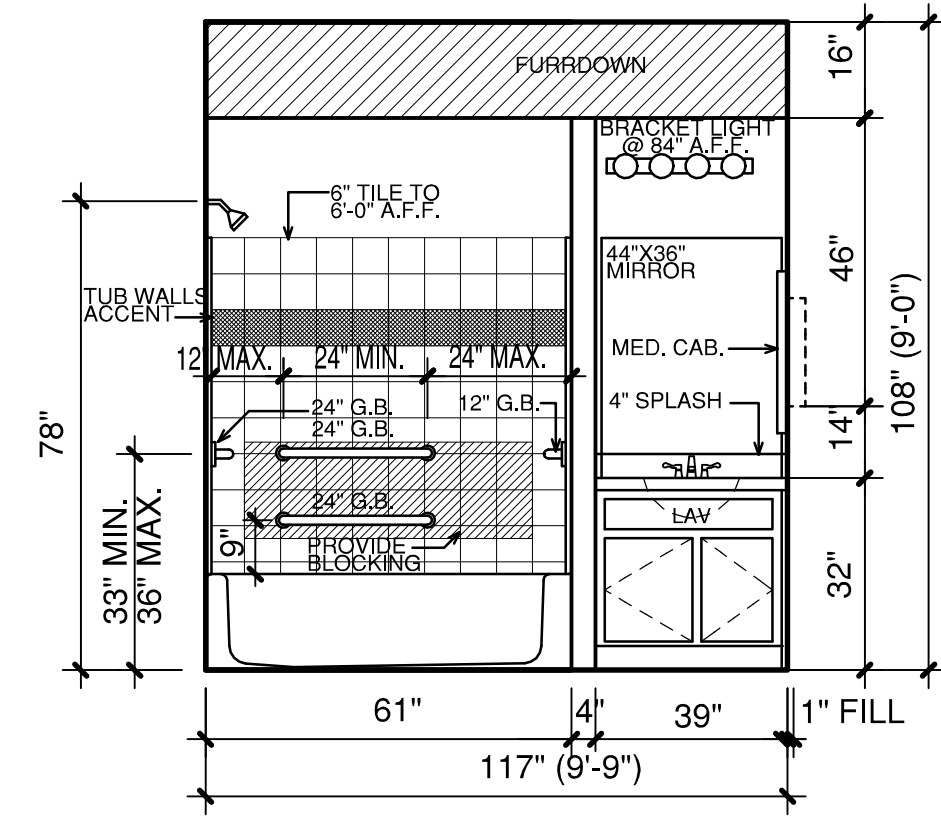
1 KITCHEN
SCALE 3/8"=1'-0"



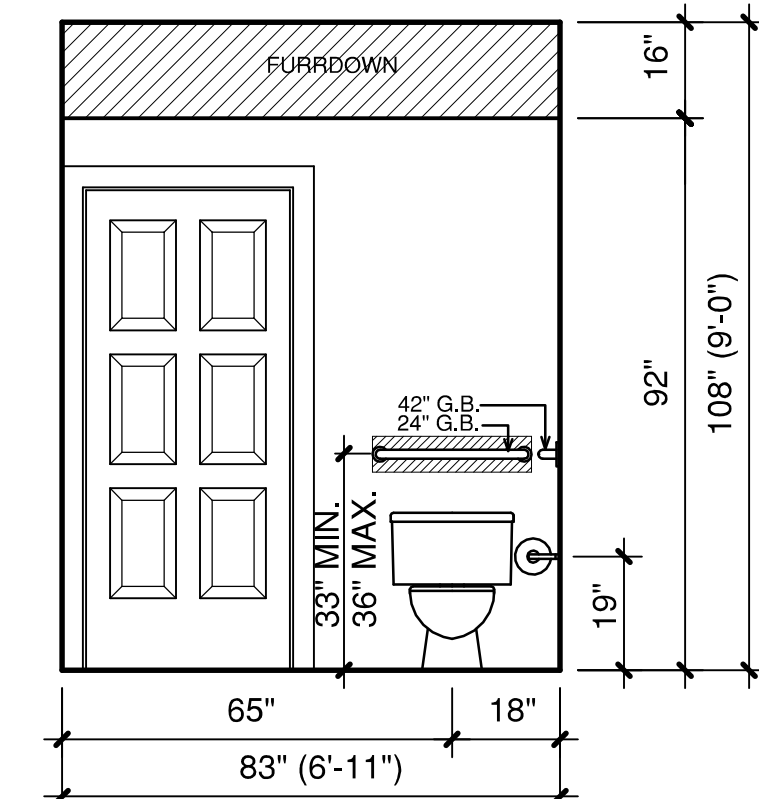
2 KITCHEN
SCALE 3/8"=1'-0"



3 KITCHEN
SCALE 3/8"=1'-0"



4 BATH
SCALE 3/8"=1'-0"

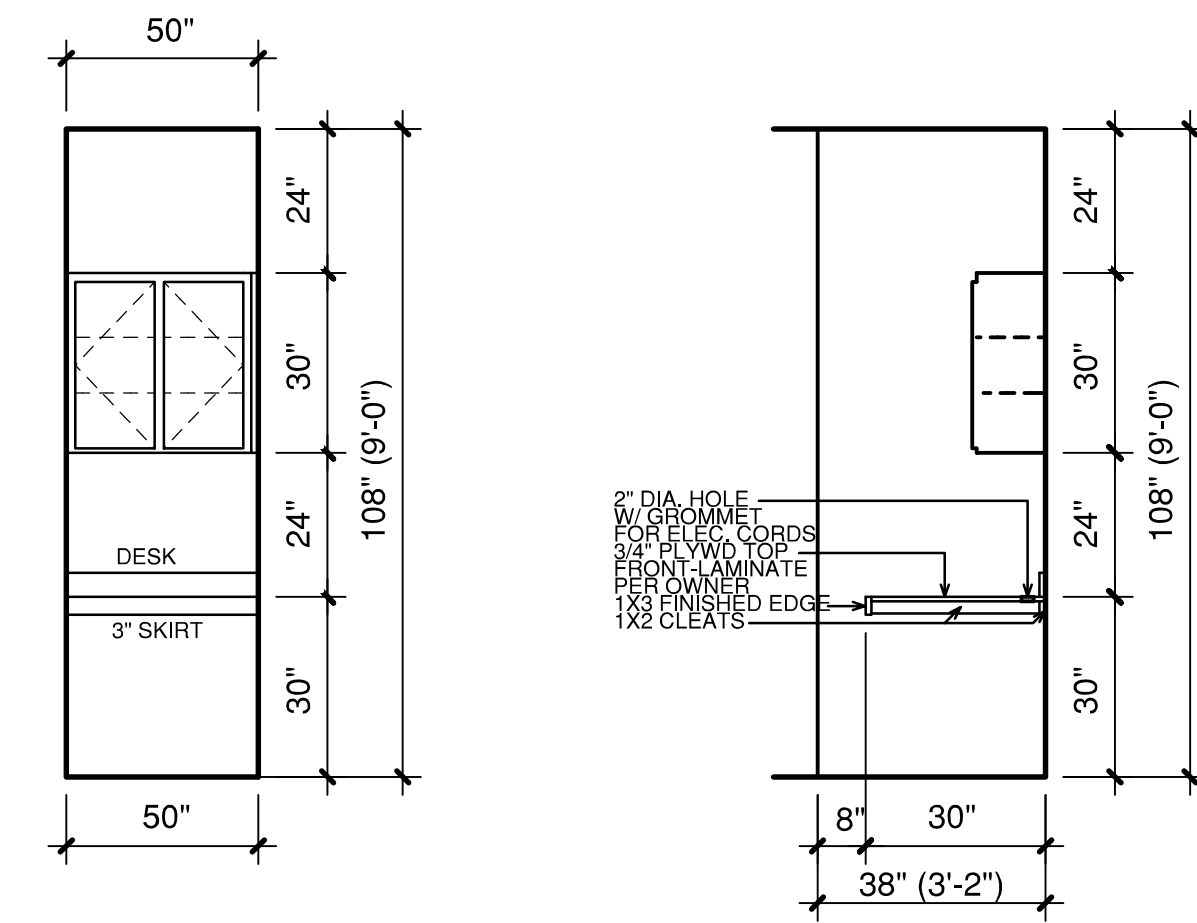


5 BATH
SCALE 3/8"=1'-0"

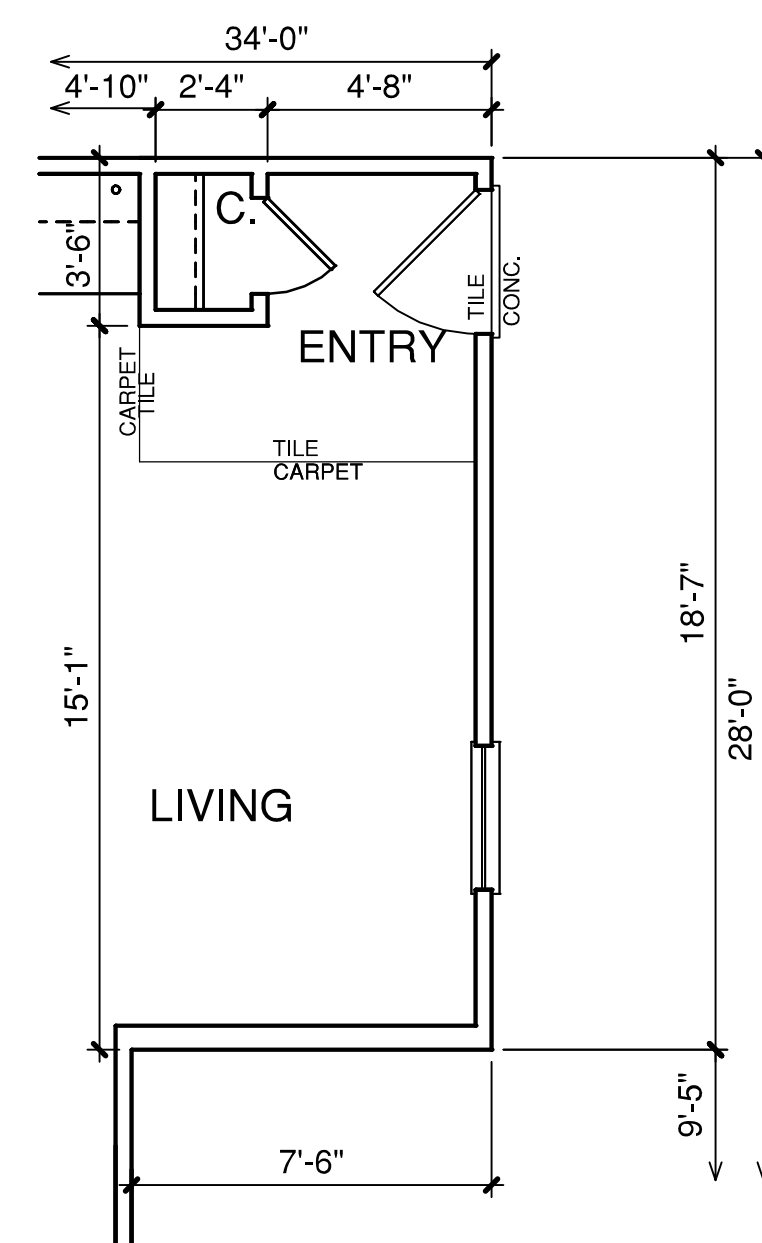
DESIGNATES AREA TO PROVIDE BLOCKING FOR GRAB BAR INSTALLATION (ALL UNITS)

DESIGNATES AREA TO PROVIDE BLOCKING FOR GRAB BAR INSTALLATION (ALL UNITS)

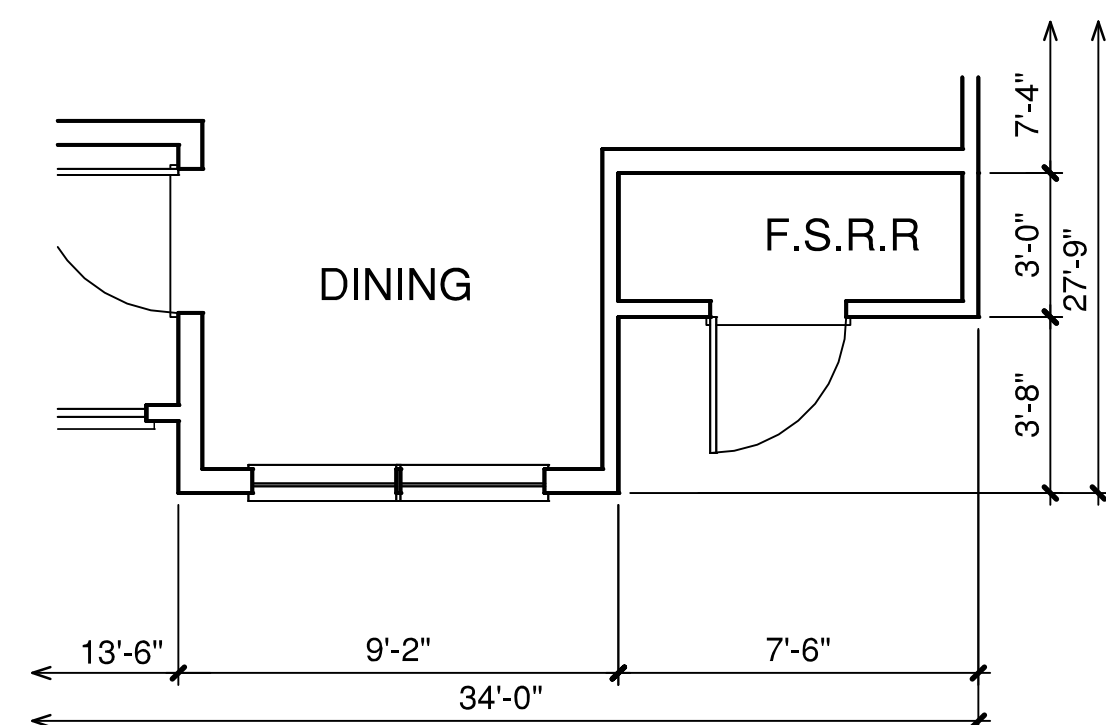
NOTES:
CROSSHATCHING ON PLAN INDICATES AREAS TO BE BLOCKED FOR GRAB BARS. REF. TO SHEET 1.0
30" X 48" TILE LAYOUT SPACE



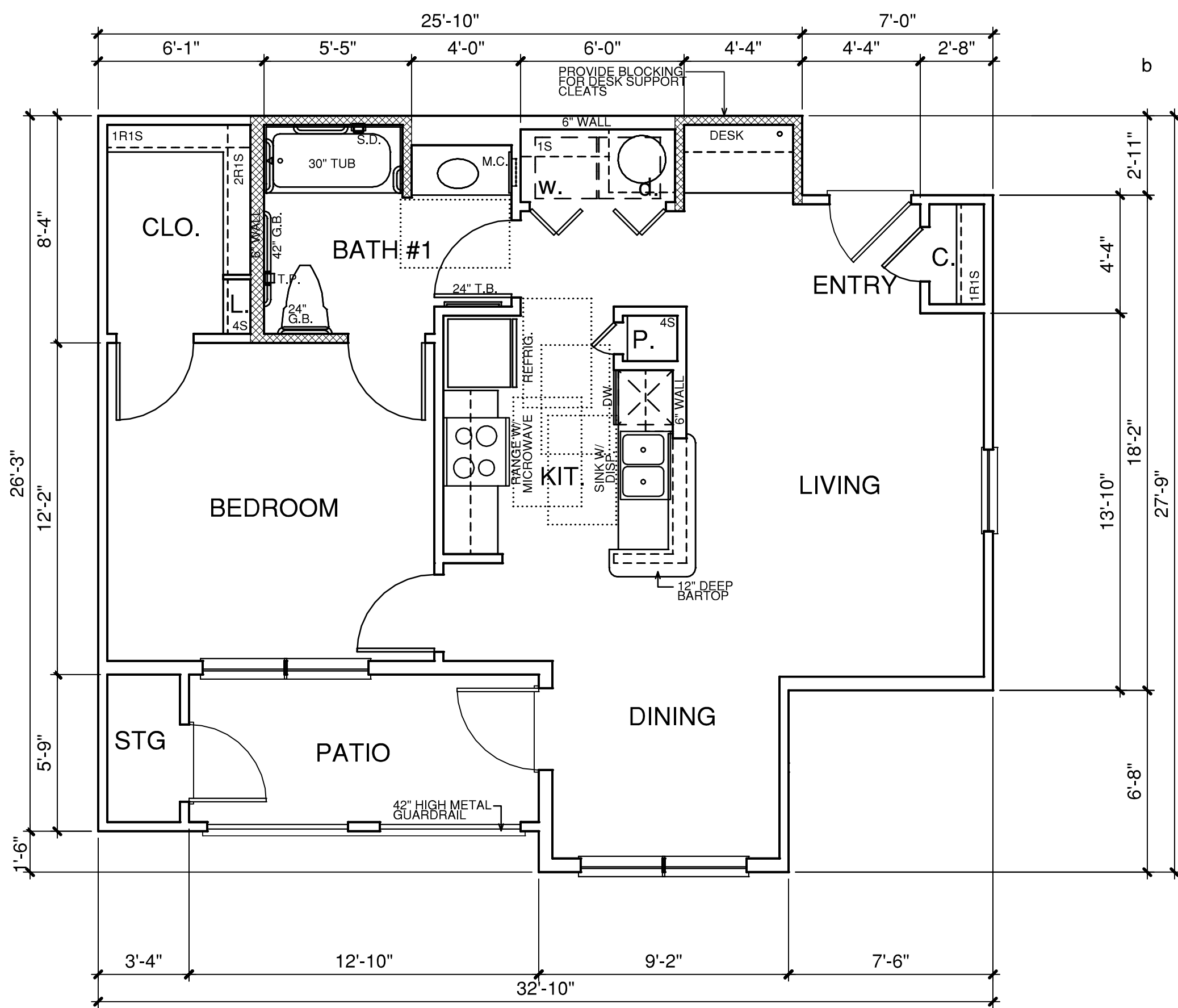
6 DESK
SCALE 3/8"=1'-0"



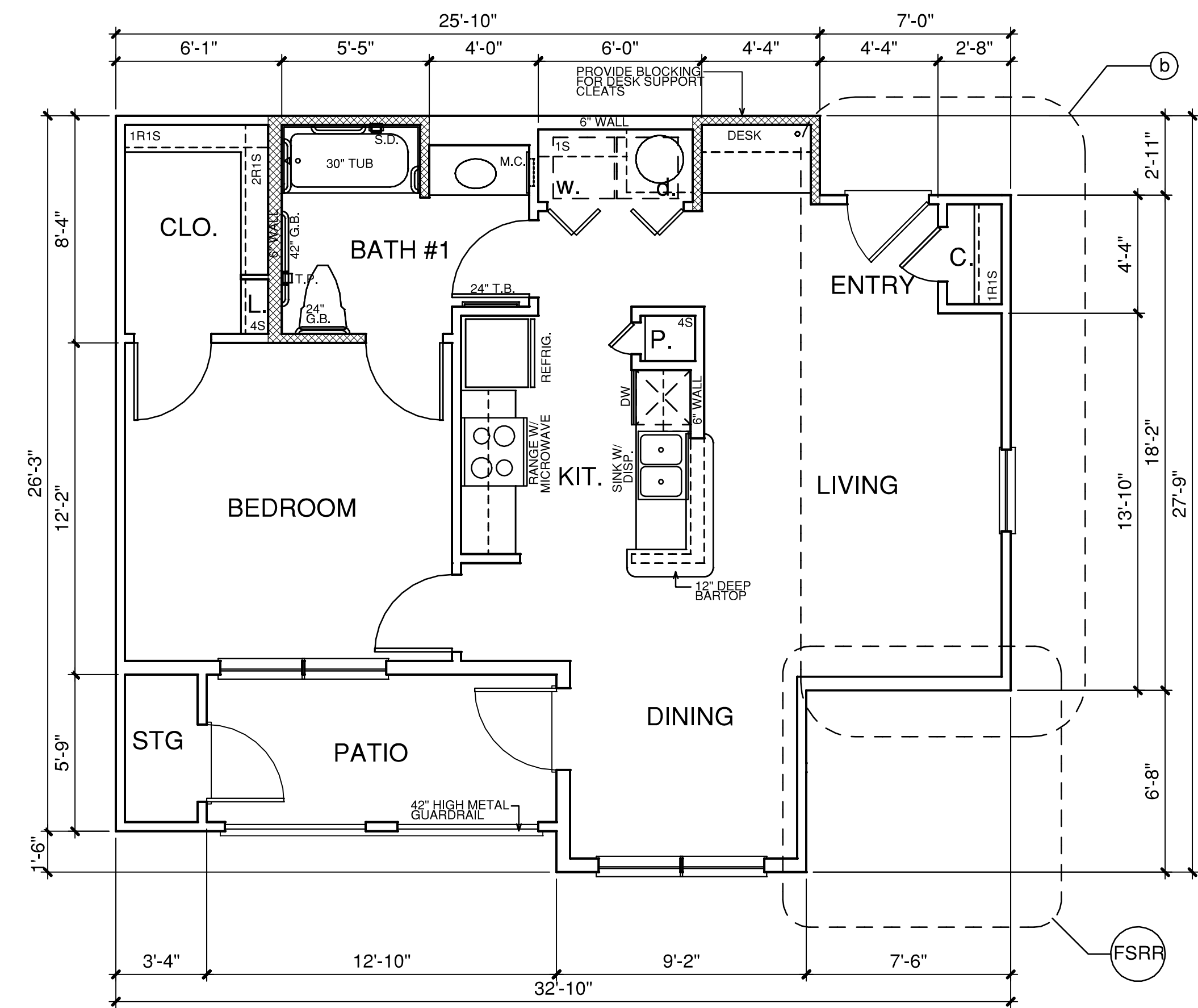
A1(b) ONE BEDROOM ONE BATH
SCALE 1/4"=1'-0"



AT FSRR PARTIAL @ F.S.R.R.
SCALE 1/4"=1'-0"



A1(ansi) ONE BEDROOM ONE BATH 724 S.F.
SCALE 1/4"=1'-0"



A1(a) ONE BEDROOM ONE BATH 724 S.F.
SCALE 1/4"=1'-0"

NO.	REVISIONS

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

REVIEW PRINTS NOT TO BE USED FOR REGULATORY APPROVAL PERMIT OR CONSTRUCTION

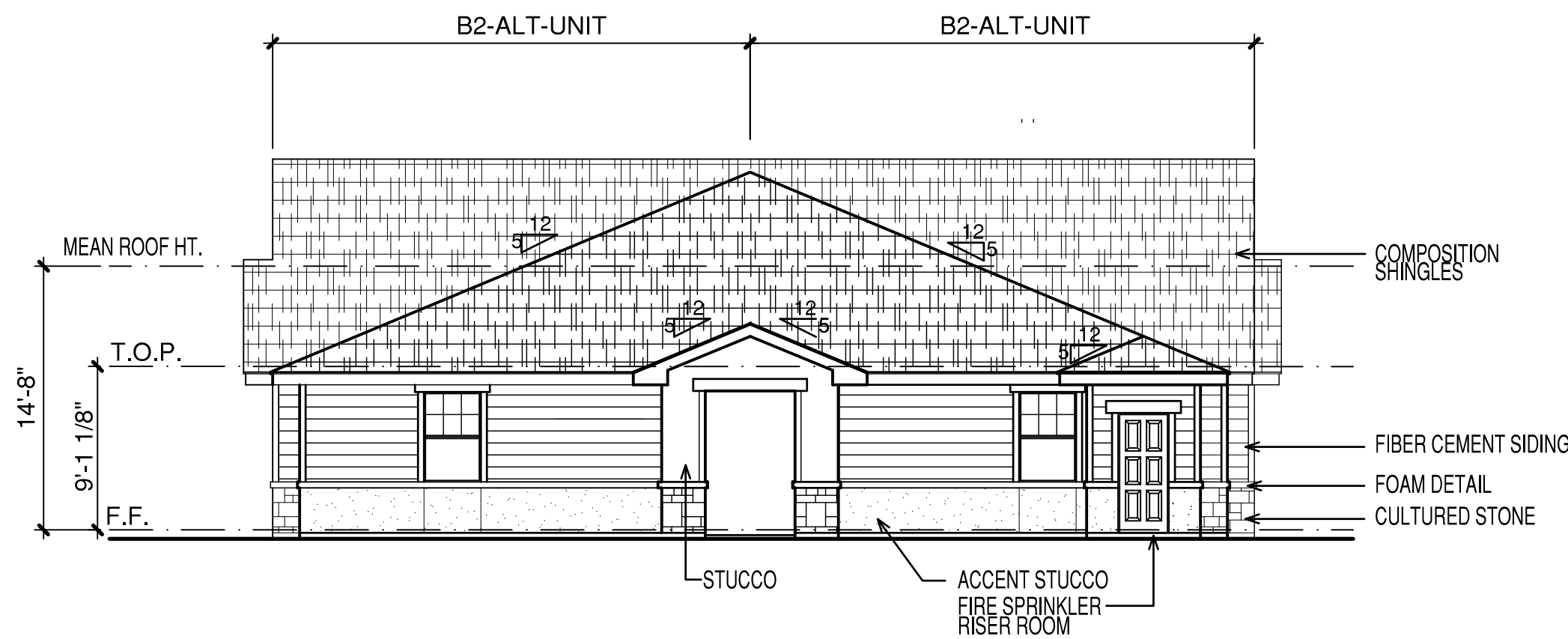
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02-25-19

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19119
SHEET NUMBER

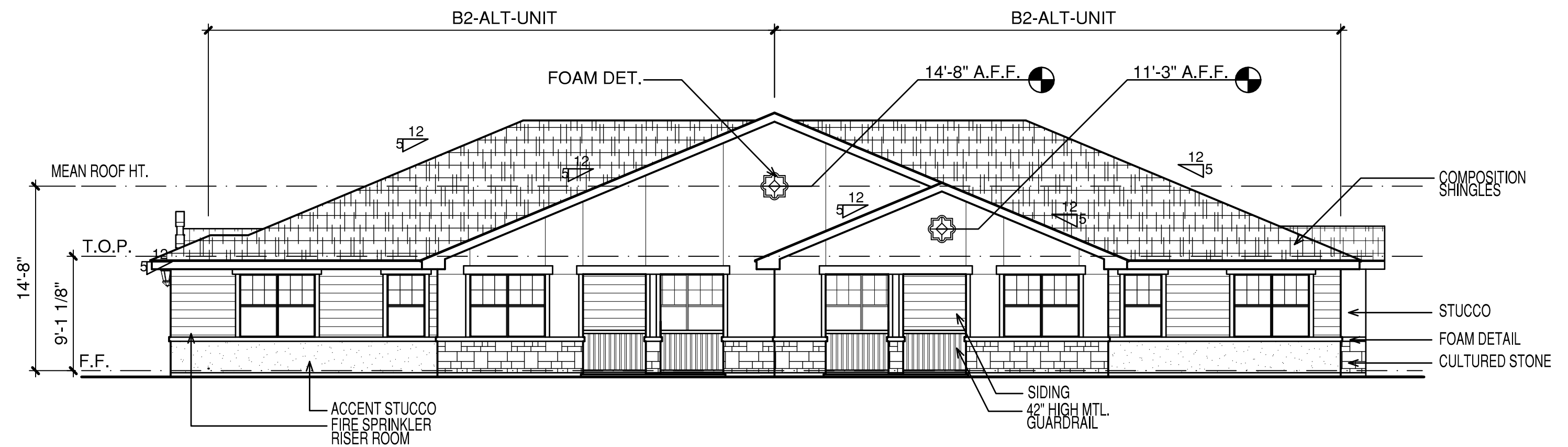
A2-10
A1 UNIT

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MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	55	18%
STUCCO	89	30%
SIDING	158	52%

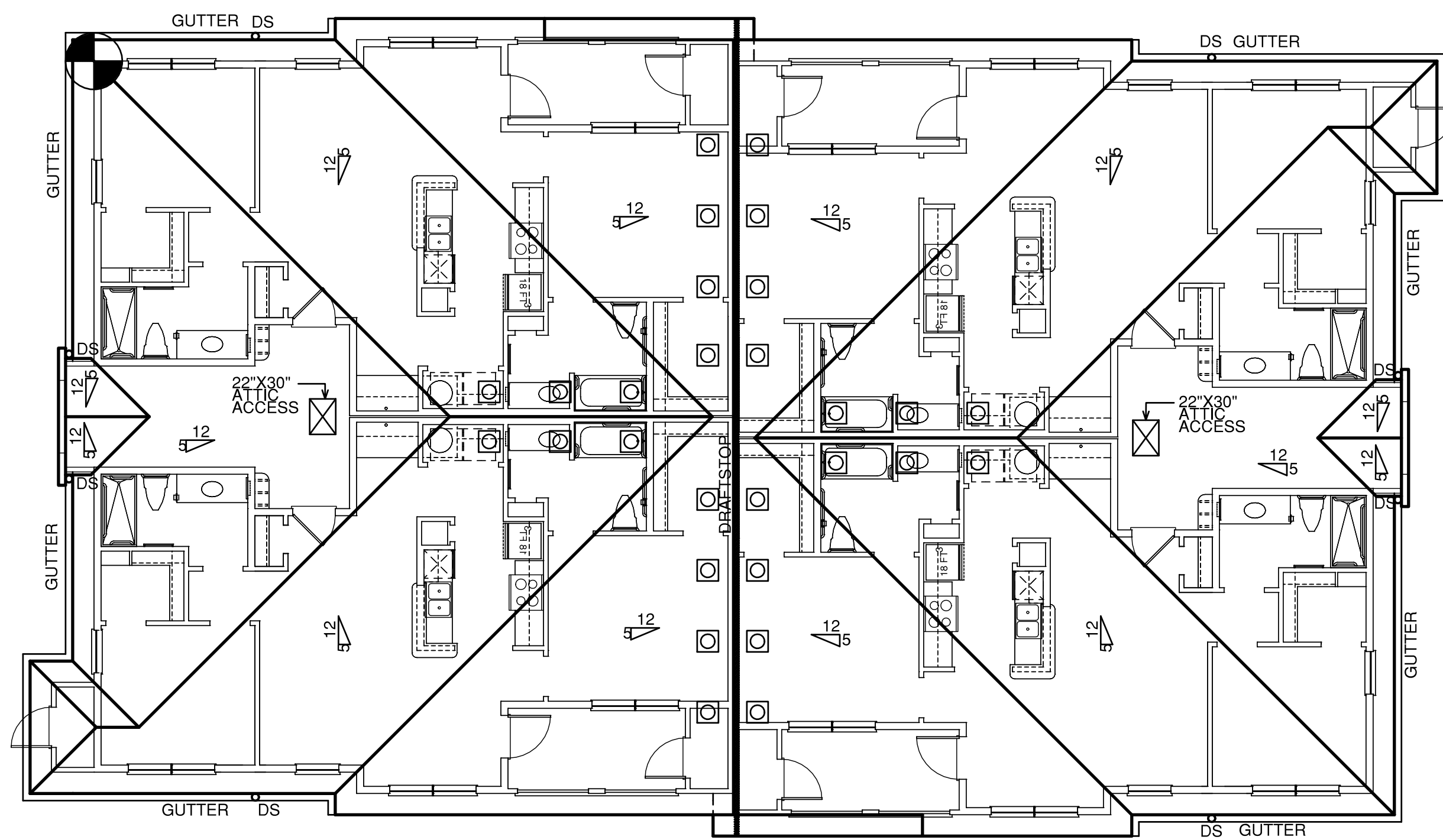
4 BUILDING 'A' END ELEVATION
SCALE 1/8"=1'-0"



MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	86	13%
STUCCO	516	78%
SIDING	60	9%

3 BUILDING 'A' FRONT/REAR ELEVATION
SCALE 1/8"=1'-0"

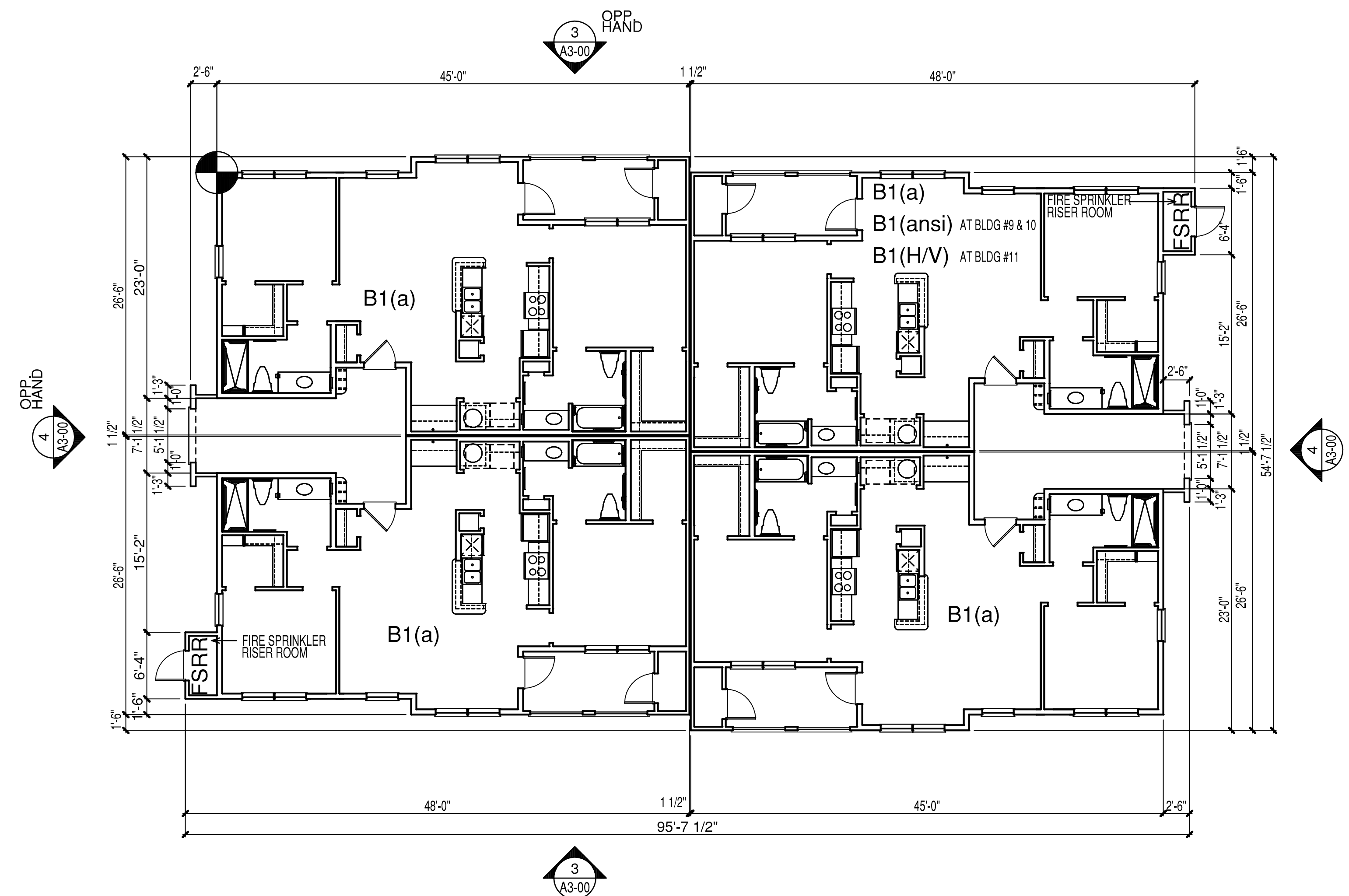
UNCONDITIONED SPACES ACCESSIBLE TO TENNANTS	CORRIDOR	BALCONY	BALCONY STORAGE	FSRR	
1ST FLOOR	368	284	60	15	S.F.
TOTAL	368	284	60	15	S.F.



NOTE: ALL DOWNSPOUTS LOCATIONS ARE CONCEPTUAL IN NATURE AND MUST BE COORDINATED BY THE CONTRACTOR ON SITE WITH THE LANDSCAPING, RETAINING WALLS, SIDEWALKS AND INDIVIDUAL BUILDING ORIENTATION AND DRAINAGE TO INSURE THAT OUTFLOW FROM DOWNSPOUTS DOES NOT CROSS WALKING OR DRIVING SURFACES.

ALL TRUSS DESIGNS ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SIGNED AND SEALED BY A REGISTERED ENGINEER.

2 BUILDING TYPE 'A' ROOF PLAN
1/8"=1'-0"



1 BUILDING TYPE 'A' FIRST FLOOR PLAN
1/8"=1'-0"

REVISIONS

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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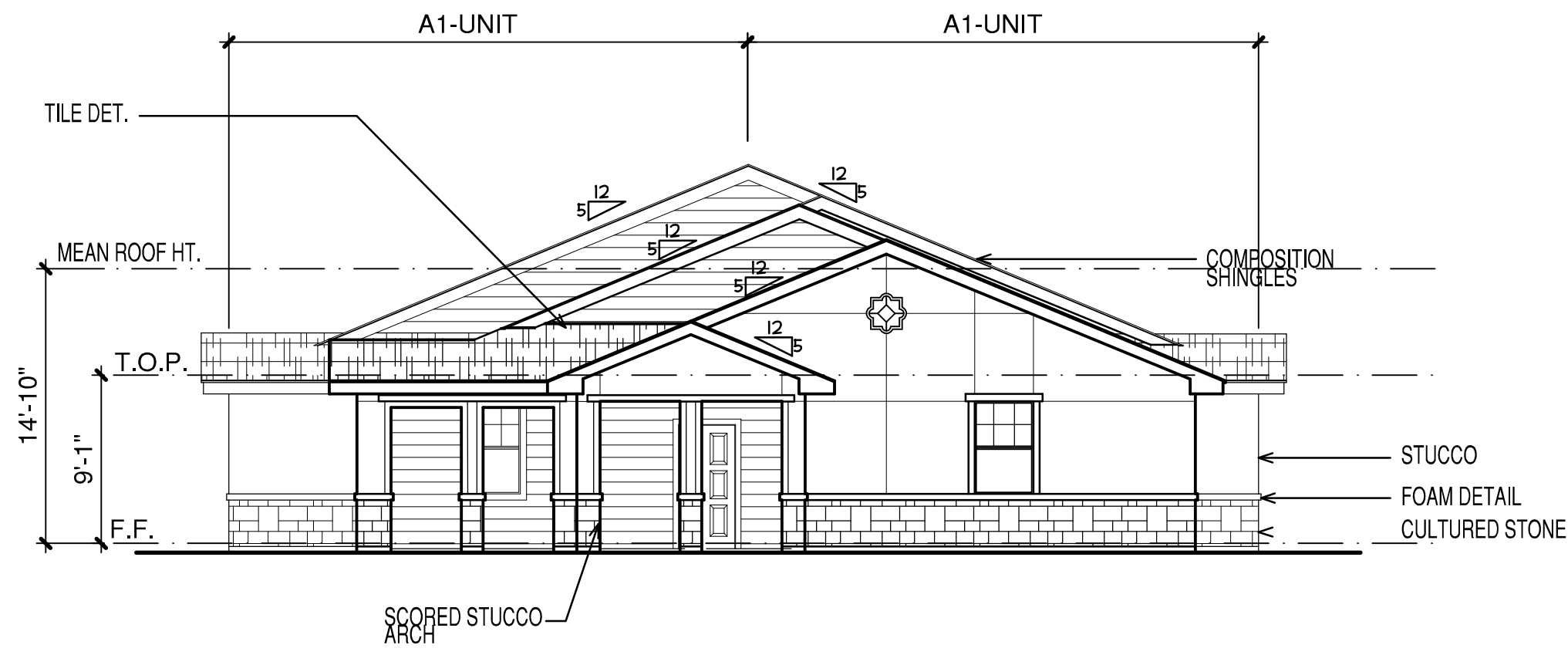
DATE
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PROJECT
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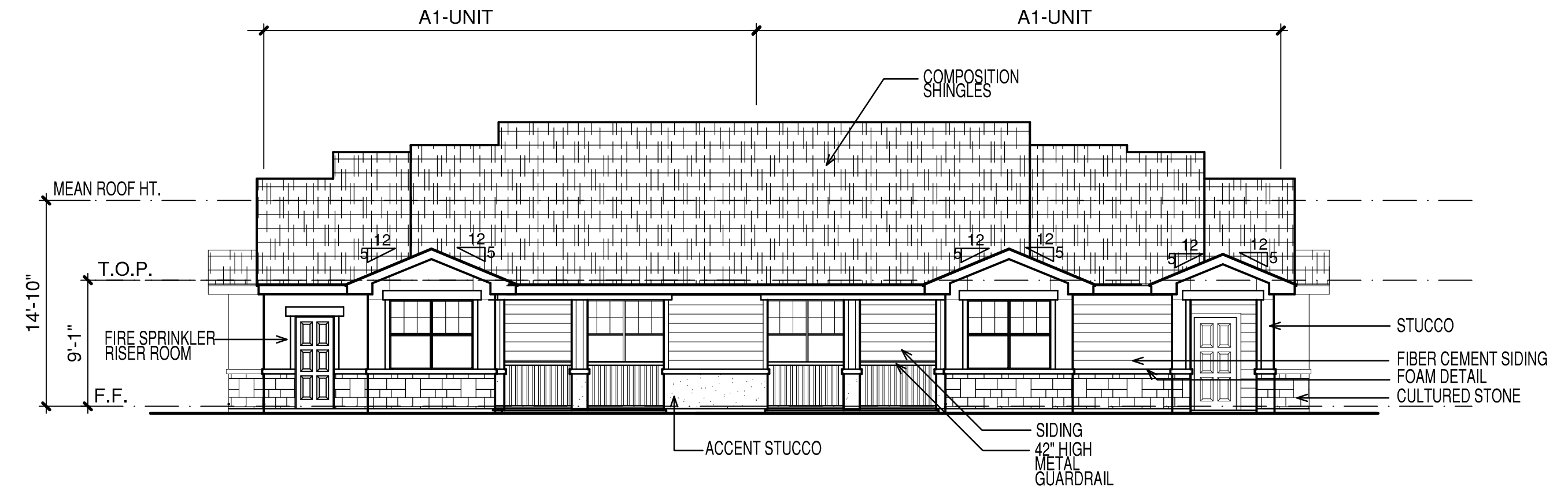
A3-01

BLDG. 'A'



MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	145	28%
STUCCO	376	72%

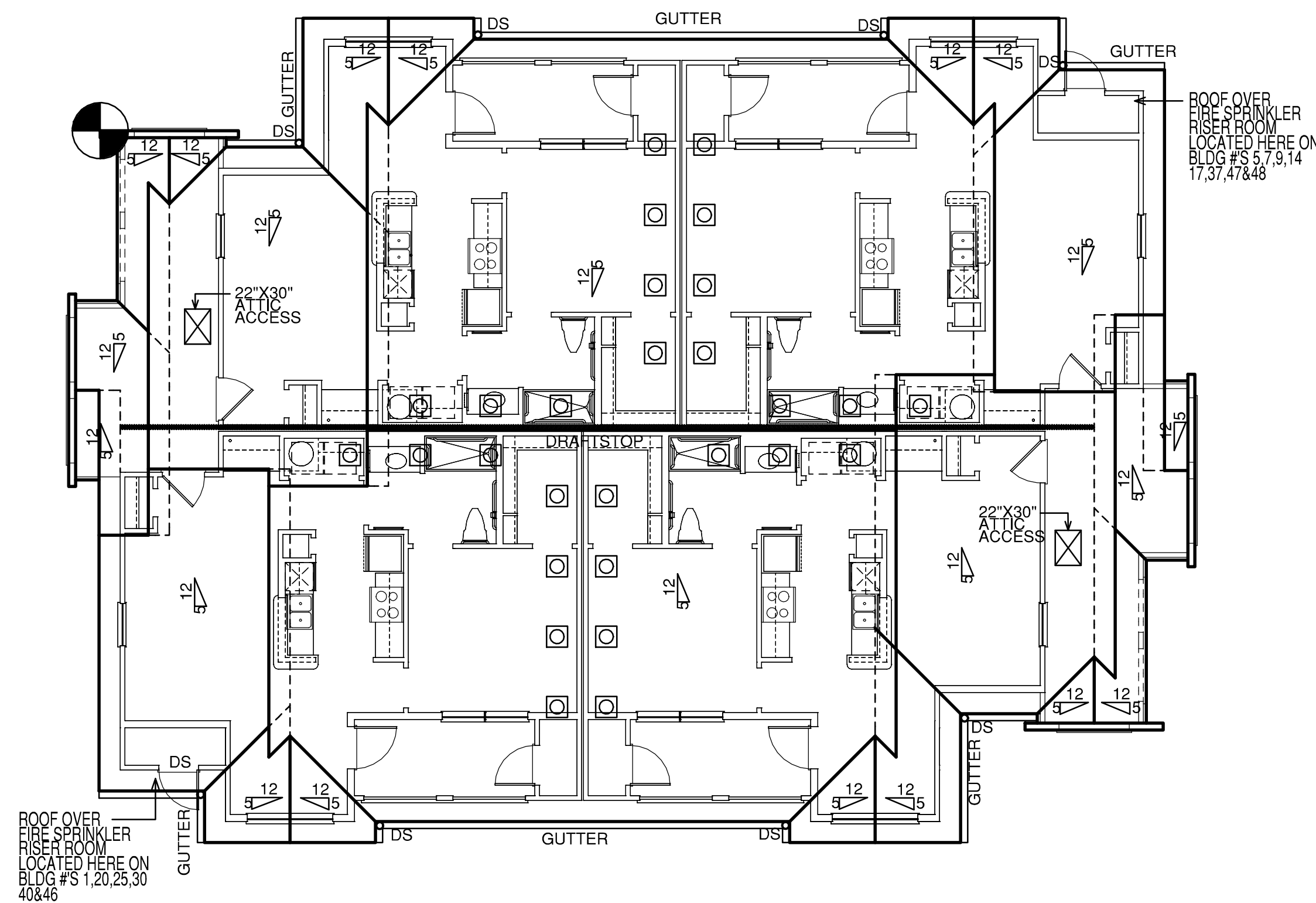
4 BUILDING 'B' END ELEVATION
SCALE 1/8"=1'-0"



MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	147	40%
STUCCO	154	43%
SIDING	60	17%

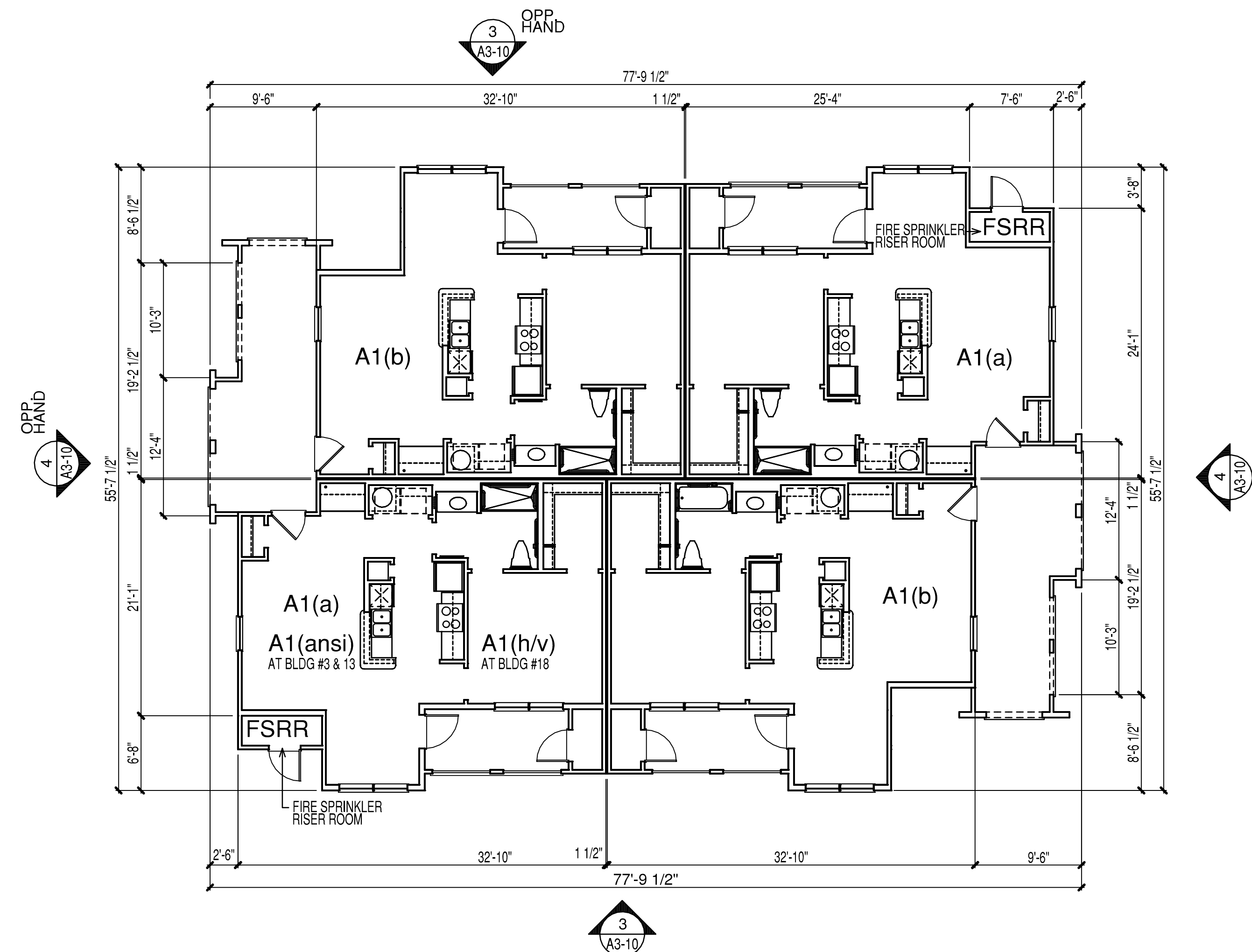
3 BUILDING 'B' FRONT/REAR ELEVATION
SCALE 1/8"=1'-0"

UNCONDITIONED SPACES ACCESSIBLE TO TENNANTS	CORRIDOR	BALCONY	BALCONY STORAGE	FSRR	S.F.
1ST FLOOR	386	280	76	19	S.F.
TOTAL	386	280	76	19	S.F.



NOTE: ALL DOWNSPOUTS SHALL BE AWAY FROM THE BUILDING FOUNDATION. AND DESIGN ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SIGNED AND SEALED BY A REGISTERED ENGINEER.

2 BUILDING TYPE 'B' ROOF PLAN
1/8"=1'-0"



1 BUILDING TYPE 'B' FIRST FLOOR PLAN
1/8"=1'-0"

REVISIONS

HERITAGE HEIGHTS

66 APARTMENTS IN BIG SPRING, TEXAS FOR GENERATION HOUSING DEVELOPMENT

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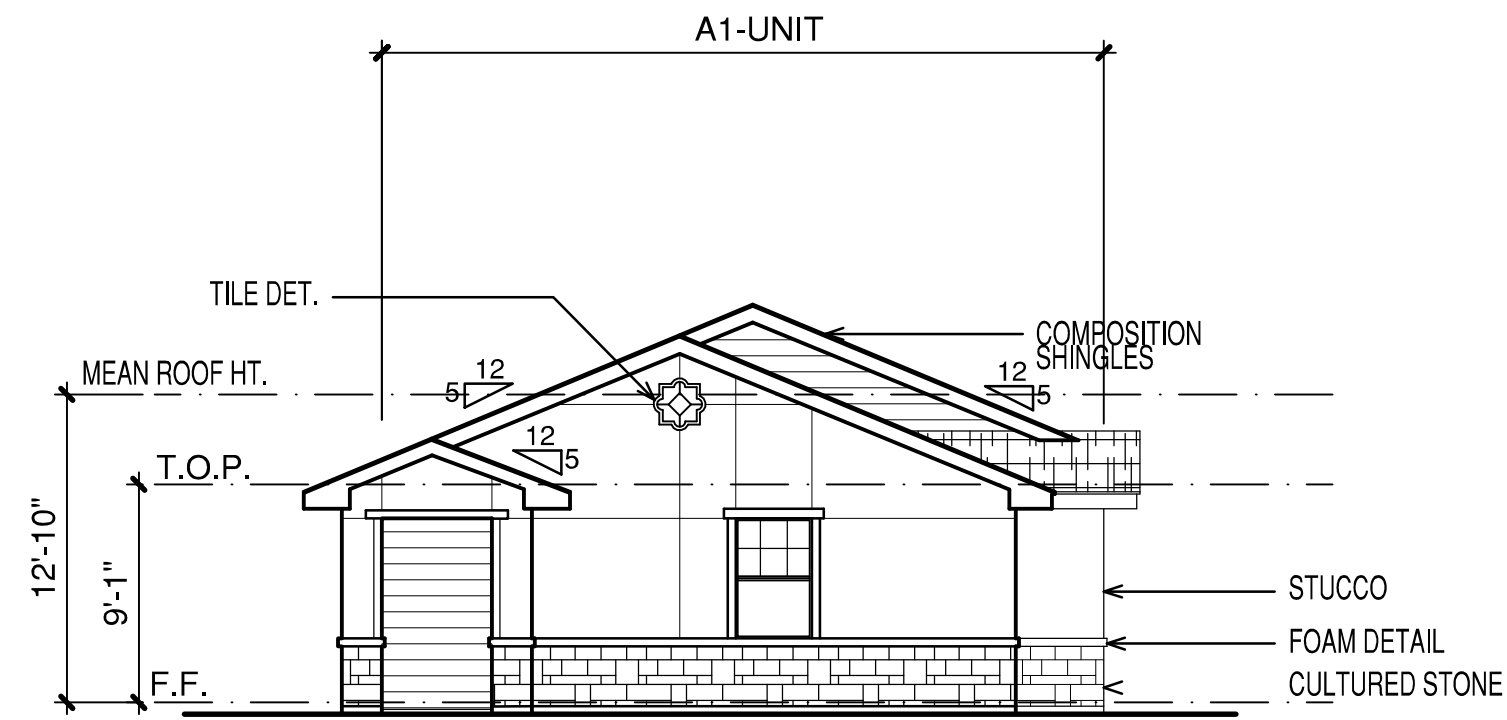
DATE
03-27-2020

PROJECT
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SHEET NUMBER
A3-10

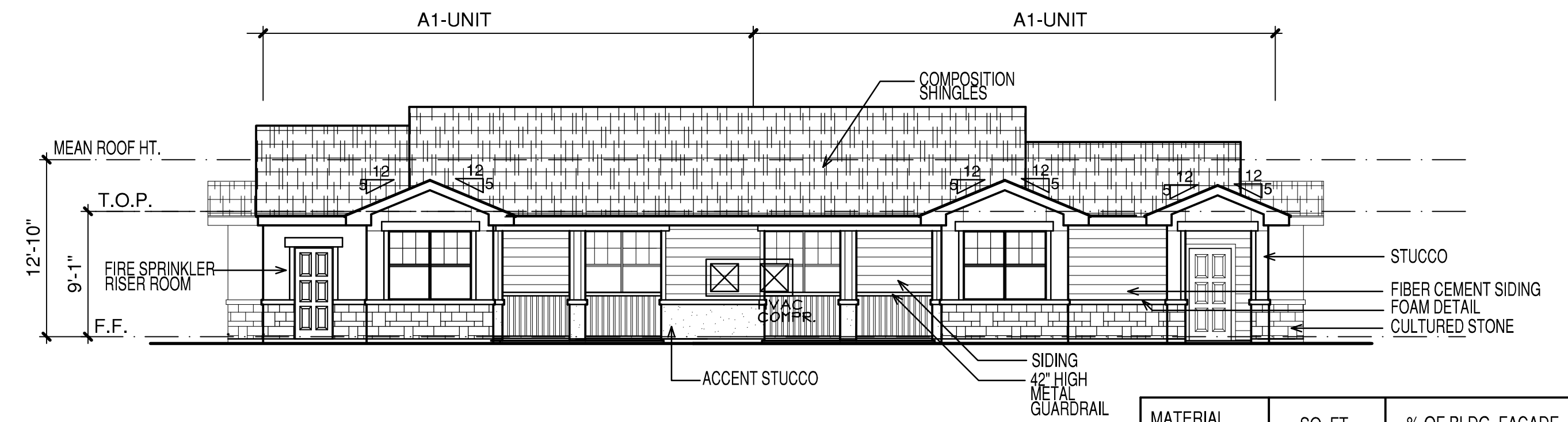
BLDG. 'B'

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MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	68	23%
STUCCO	228	77%

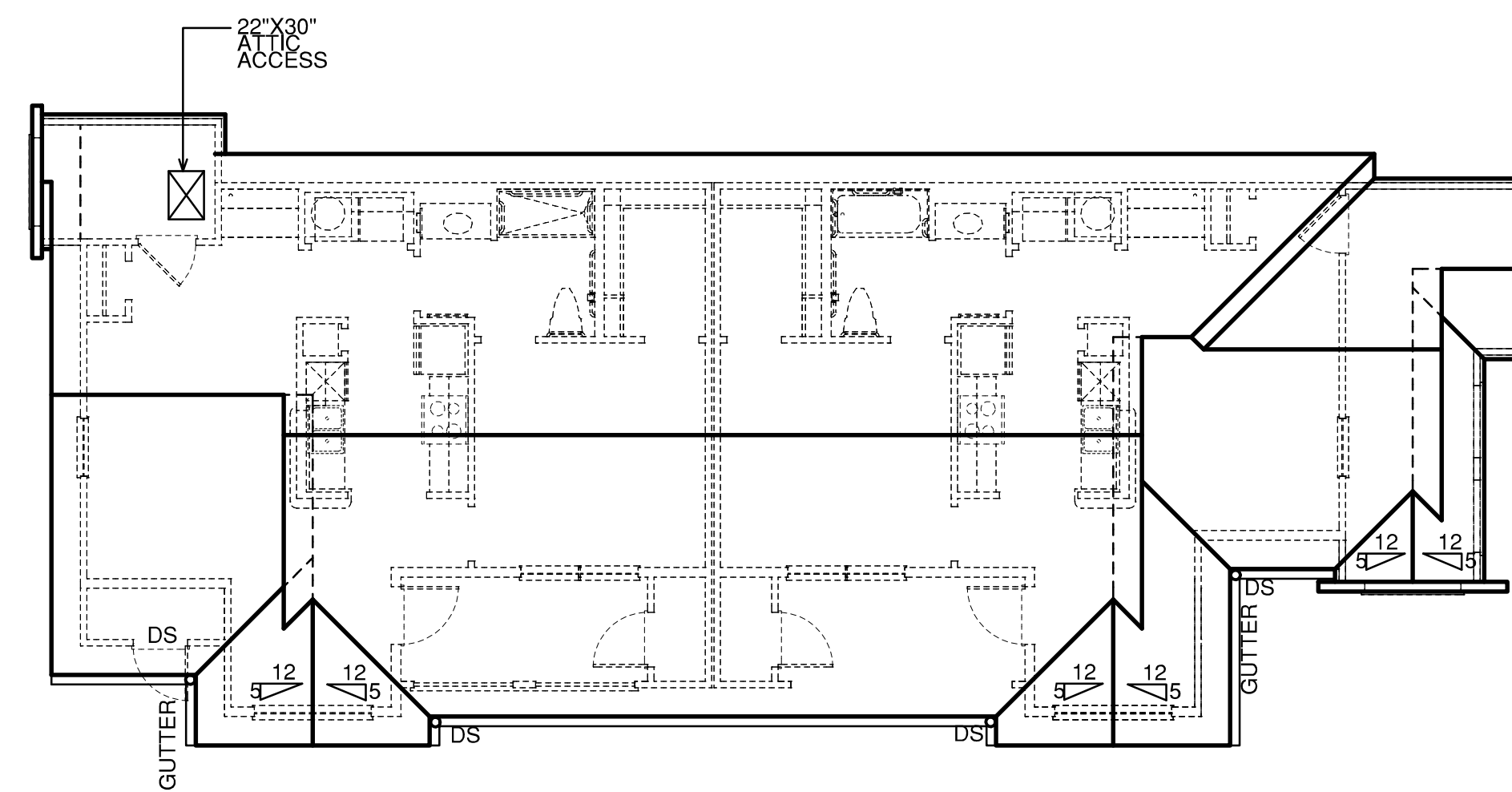
4 BUILDING 'C' END ELEVATION
SCALE 1/8"=1'-0"



MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	147	40%
STUCCO	154	43%
SIDING	60	17%

3 BUILDING 'C' FRONT/REAR ELEVATION
SCALE 1/8"=1'-0"

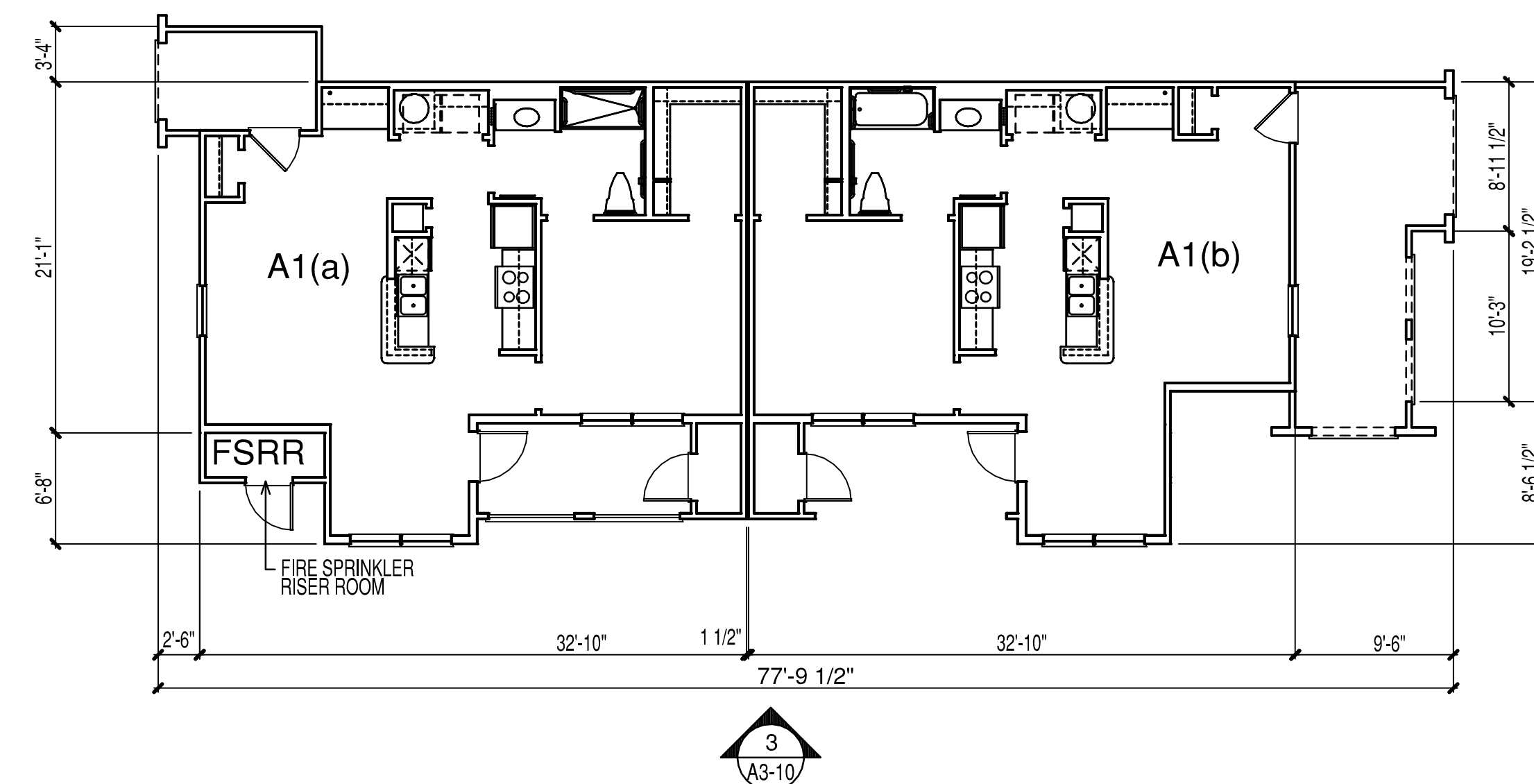
ALL ELEVATIONS NOT SHOWN TO BE OF SIMILAR COMPOSITION AS THE FRONT ELEVATION AND INCLUDE THE SAME MATERIAL PERCENTAGES.



NOTE: ALL DOWNSPOUTS SHALL BE AWAY FROM THE BUILDING FOUNDATION. AND DESIGN ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SIGNED AND SEALED BY A REGISTERED ENGINEER.

2 BUILDING TYPE 'C' ROOF PLAN
SCALE 1/8"=1'-0"

UNCONDITIONED SPACES ACCESSIBLE TO TENNANTS	CORRIDOR	BALCONY	BALCONY STORAGE	FSRR	S.F.
1ST FLOOR	229	140	38	19	S.F.
TOTAL	229	140	38	19	S.F.



1 BUILDING TYPE 'C' FIRST FLOOR PLAN
SCALE 1/8"=1'-0"

REVISIONS

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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PROJECT

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SHEET NUMBER

A3-20

BLDG. 'C'

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BUILDING LEGEND

DX = DOOR TYPE
 X = WINDOW TYPE
 HV = HEARING AND VISUAL (REFER TO MEP FOR ADDITIONAL REQUIREMENTS)
 EM = ELECTRIC METER LOCATION (REFER TO MEP)
 FSRR = FIRE SPRINKLER RISER ROOM
 GS = GYP. SHEATHING
 FCS = FIBER CEMENT SIDING

SYMBOL INDICATES LOCATION OF FIRE EXTINGUISHER
 SP INDICATES LOCATION OF STAND PIPE

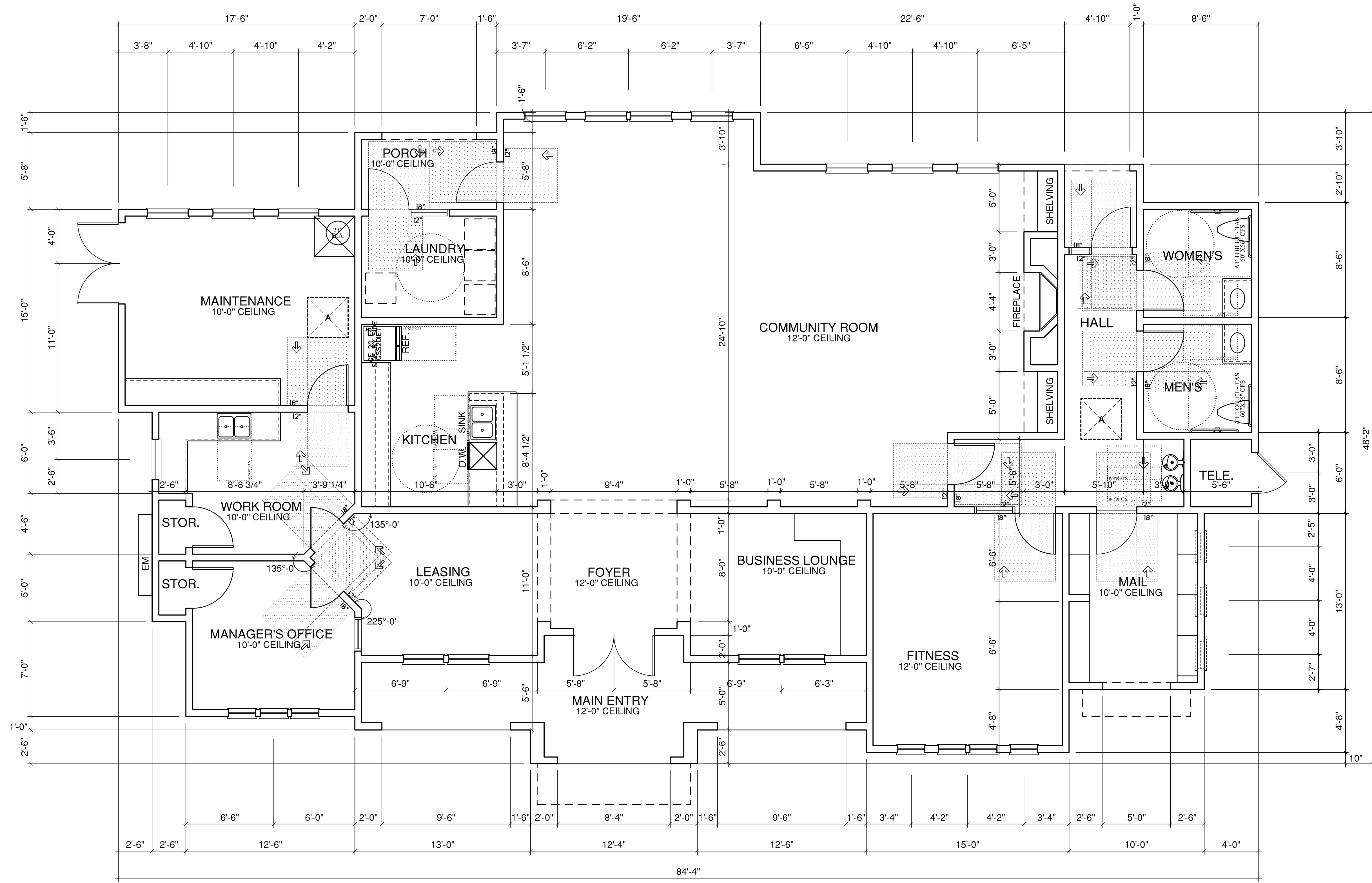
LINETYPE LEGEND

----- OUTLINE OF FLOOR ABOVE/BELOW

INDICATES SLOPED CONCRETE AT FIRST FLOOR AND SLOPED TRUSSES AT UPPER FLOORS

GENERAL NOTES:

- UNITS LABELED ANSI 'A' TO MEET ANSI A117.1 FOR TYPE A(1003) DWELLING UNIT
- REFER TO FHA AND ANSI SHEETS FOR ACCESSIBILITY REQUIREMENTS.
- ALL PRIMARY ENTRY DOOR HARDWARE TO BE LEVER HANDLE.
- CHANGES IN FLOORING SURFACE TO BE 1/4" MAX. 1/2" MAX. CARPET PILE THICKNESS.
- THRESHOLD AT DOORWAYS TO BE 1/4" MAX. OR 1/2" W/45 BEVEL.
- MAXIMUM FORCE FOR PULLING OR PUSHING SHALL BE 5 LBFT.
- ALL CONTROLS AND OPERATING MECHANISMS SHALL BE MOUNTED BETWEEN 15'-48" FOR A FORWARD APPROACH, AND BETWEEN 15'-48" FOR A SIDE APPROACH.
- GENERAL CONTRACTOR TO INSURE CONTROL EXPANSION JOINTS IN ARCHITECTURAL FINISH ARE COORDINATED WITH STRUCTURAL LOCATIONS. REFER TO MANUFACTURER FOR SPECIFIC REQUIREMENTS PERTAINING TO MATERIAL USED.
- REFER TO A7-01 FOR TYPICAL CORRIDOR DECORATIVE TRIM DETAILS.
- END OF CORRIDORS SHALL (AT ALL FLOORS) HAVE A SLOPE FOR WATER DRAINAGE STARTING MIN 10'-0" FROM EDGE OF SLAB



CONDITIONED SPACES ACCESSIBLE TO TENNANTS	SQ. FT.
COMMUNITY ROOM	1,115
KITCHEN	135
FOYER	93
RESTROOMS	158
BUSINESS	149
FITNESS	265
HALL	203
LAUNDRY	85
TOTAL	2,203

UNCONDITIONED SPACES ACCESSIBLE TO TENNANTS	SQ. FT.
PORCH	59
MAIL ROOM	120
MAIN ENTRY	240
TOTAL	419

CONDITIONED SPACES RESTRICTED TO EMPLOYEES	SQ. FT.
LEASING	176
WORK ROOM	148
MANAGER OFFICE	138
STORAGE	29
TOTAL	491

UNCONDITIONED SPACES RESTRICTED TO EMPLOYEES	SQ. FT.
MAINTENANCE ROOM	33
TELECOM	269
TOTAL	302

1 CLUB PLAN
 1/4"=1'-0"

GROSS - 3,415 S.F.
NET - 2,987 S.F.

REVISIONS

HERITAGE HEIGHTS
 66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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A3-31

CLUB FLOOR PLAN

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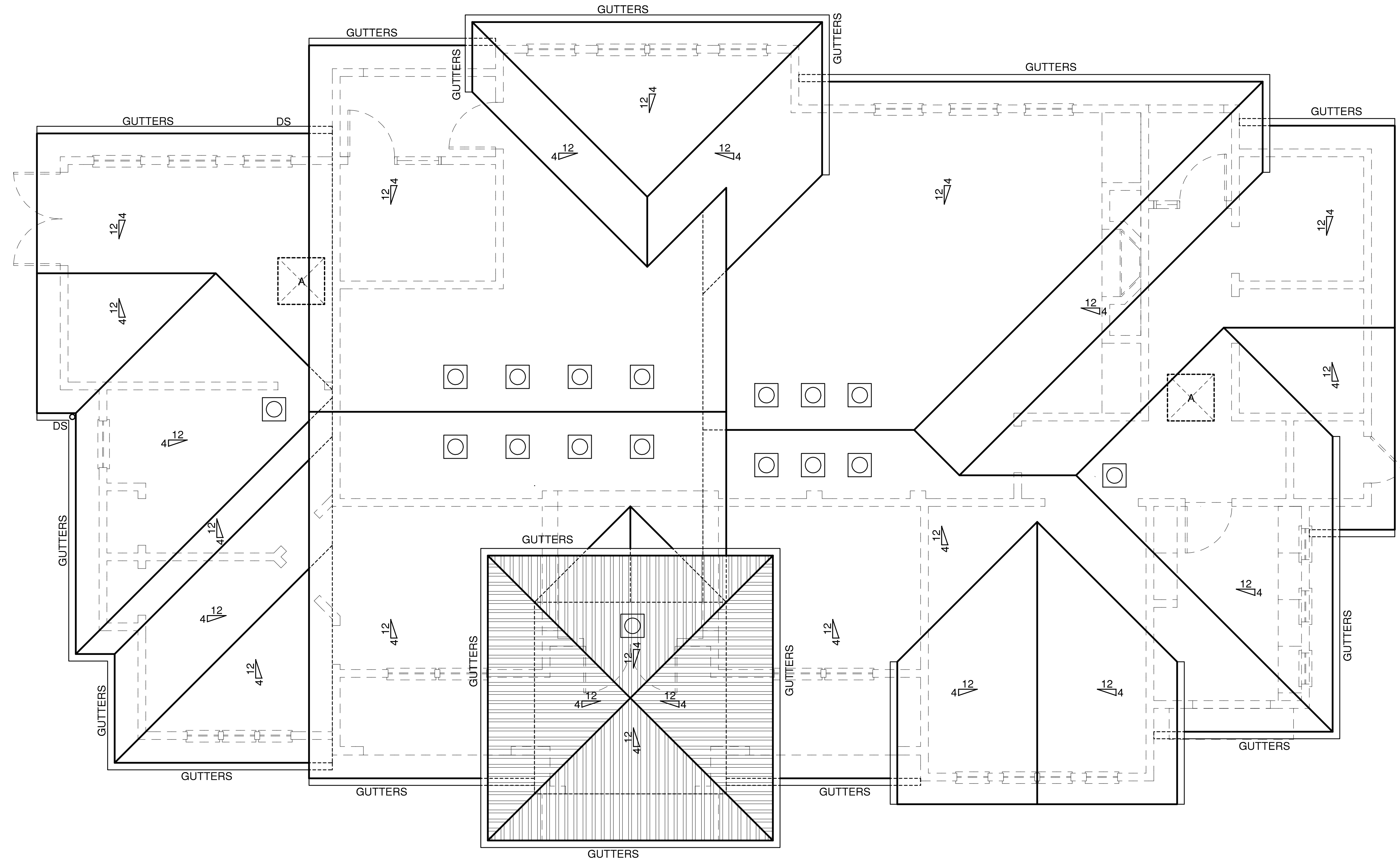
ROOF LEGEND:

- EXHAUST VENT (HIGH)
- 22"X30" ONE-HOUR RATED ATTIC ACCESS (LOCKABLE)
- METAL ROOF
- DOWNSPOUT
- DRAFTSTOP W/ ACCESS

GENERAL NOTES:

- DOWNSPOUT LOCATIONS ARE CONCEPTUAL IN NATURE AND MUST BE COORDINATED BY THE CONTRACTOR ON SITE WITH THE LANDSCAPING, RETAINING WALLS, SIDEWALKS AND INDIVIDUAL BUILDING ORIENTATION AND DRAINAGE TO INSURE THAT OUTFLOW FROM DOWNSPOUTS DOES NOT CROSS WALKING OR DRIVING SURFACES. IT IS THE INTENT OF THE ARCHITECT THAT GUTTER DOWNSPOUTS TERMINATE IN UNDERGROUND DRAINAGE PIPING AND CARRIED AWAY FROM THE BUILDING AND OTHER FINISHED SURFACES WHERE POSSIBLE.
- ROOF TRUSS LAYOUT, PROFILES AND DESIGN ARE TO BE PROVIDED BY THE TRUSS MANUFACTURER BY WAY OF SHOP DRAWINGS, AND ARE TO BE SIGNED AND SEALED BY A REGISTERED ENGINEER.
- REFER TO ELEVATIONS FOR HEEL HEIGHTS.
- ROOF VENT CALCULATIONS HAVE BEEN PROVIDED TO SHOW THE REQUIRED NFVA.
- DRAFTSTOP NOT APPLICABLE, ATTIC AREA UNDER 3,000SF.

REVISIONS



1 CLUB ROOF PLAN
1/4"=1'-0"

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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PROJECT
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SHEET NUMBER

A3-32

CLUB ROOF PLAN

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ELEVATION LEGEND

T.O.H. = TOP OF HEEL
T.O.D. = TOP OF DECK
T.O.P. = TOP OF PLATE
T.O.S. = TOP OF SLAB

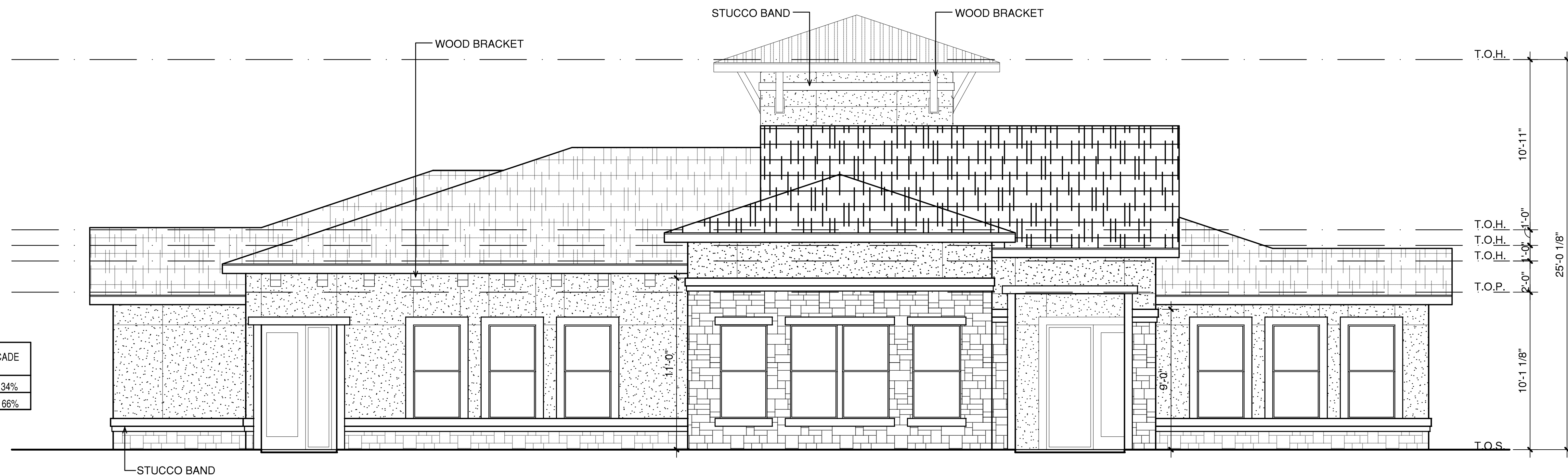
MATERIALS KEY

COMPOSITION ROOF
STANDING SEAM METAL ROOF
STUCCO
ACCENT STUCCO
STONE

NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE SURROUNDING SIDING FEATURE

REVISIONS

MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	177	34%
STUCCO	344	66%



2 CLUB ELEVATIONS
SCALE: 1/4"=1'-0"

MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	317	56%
STUCCO	241	44%



1 CLUB ELEVATIONS
SCALE: 1/4"=1'-0"

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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SHEET NUMBER

A4-31

CLUB ELEVATIONS

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ELEVATION LEGEND

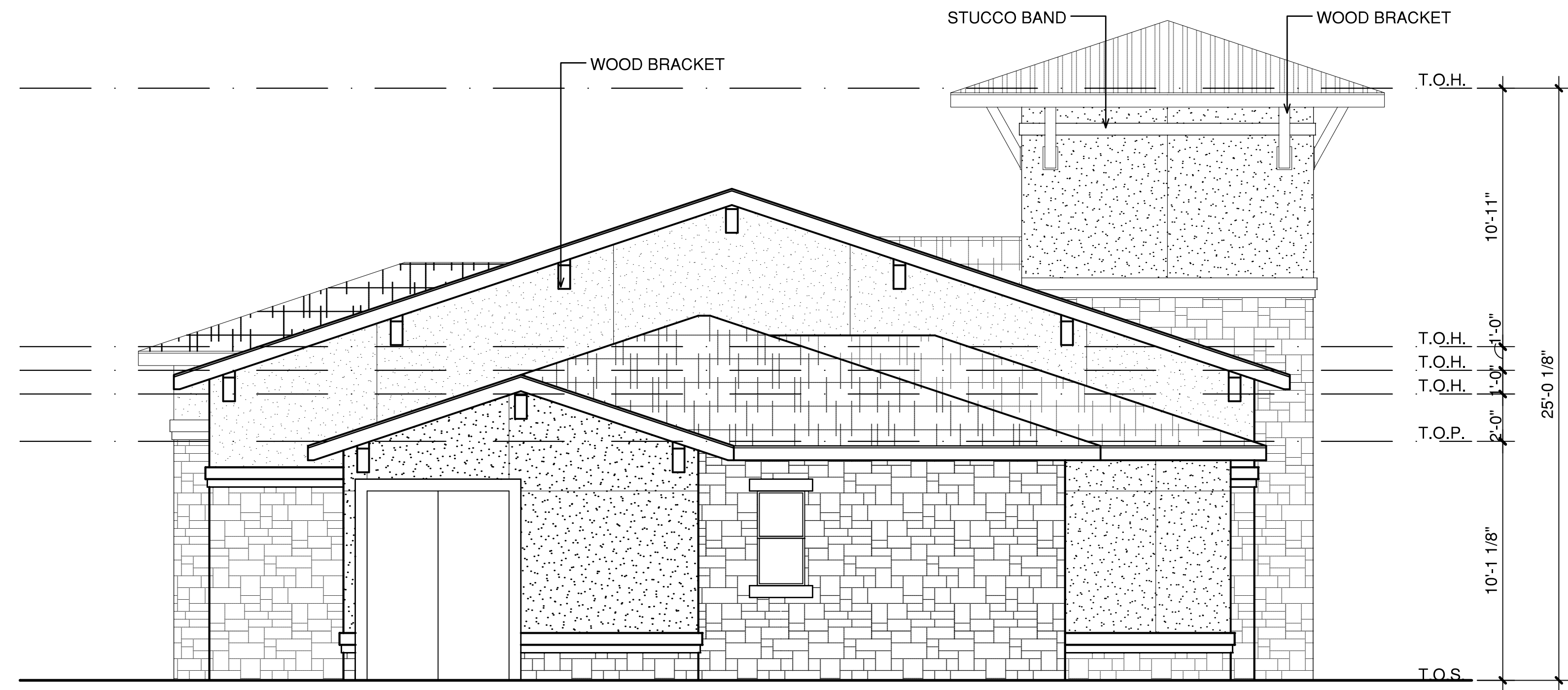
T.O.H. = TOP OF HEEL
T.O.D. = TOP OF DECK
T.O.P. = TOP OF PLATE
T.O.S. = TOP OF SLAB

MATERIALS KEY

COMPOSITION ROOF
STANDING SEAM METAL ROOF
STUCCO
ACCENT STUCCO
STONE

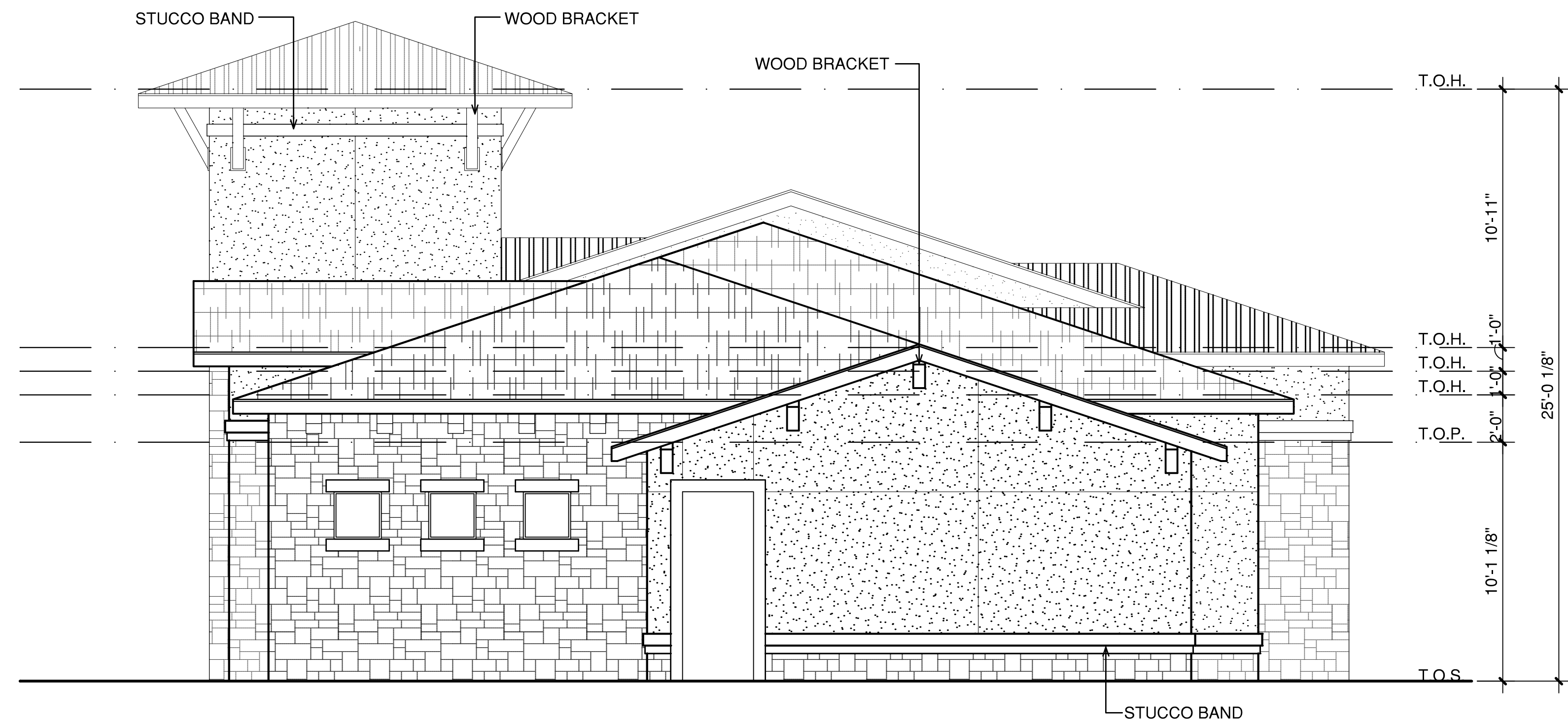
NOTE: CONTRACTOR TO VERIFY ELECTRICAL METER BOX SIZES AND COORDINATE SURROUNDING SIDING FEATURE

MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	204	40%
STUCCO	299	60%



2 CLUB ELEVATIONS
SCALE: 1/4"=1'-0"

MATERIAL	SQ. FT.	% OF BLDG. FACADE
STONE	182	45%
STUCCO	219	55%



1 CLUB ELEVATIONS
SCALE: 1/4"=1'-0"

REVISIONS

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

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SHEET NUMBER

A4-32

CLUB
ELEVATIONS

GENERAL NOTES:

- T.O.H. = TOP OF HEEL
- T.O.D. = TOP OF DECKING
- T.O.P. = TOP OF PLATE
- T.O.F. = TOP OF FOUNDATION
- REFER TO SHEET A7-00 FOR WALL KEY INFORMATION
- FOR SIMILAR CONDITIONS COMPARE TO ELEVATIONS
- REFER TO ELEVATION FOR HEEL HEIGHT VARIATIONS

REVISIONS

NO.	DATE	DESCRIPTION

HERITAGE HEIGHTS
66 APARTMENTS IN BIG SPRING, TEXAS FOR
GENERATION HOUSING DEVELOPMENT

REVIEW PRINTS NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION

BGO ARCHITECTS

4202 Beltway Rd.
Addison, TX 75001
214.520.8878
bgoarchitects.com

DATE
02-25-19

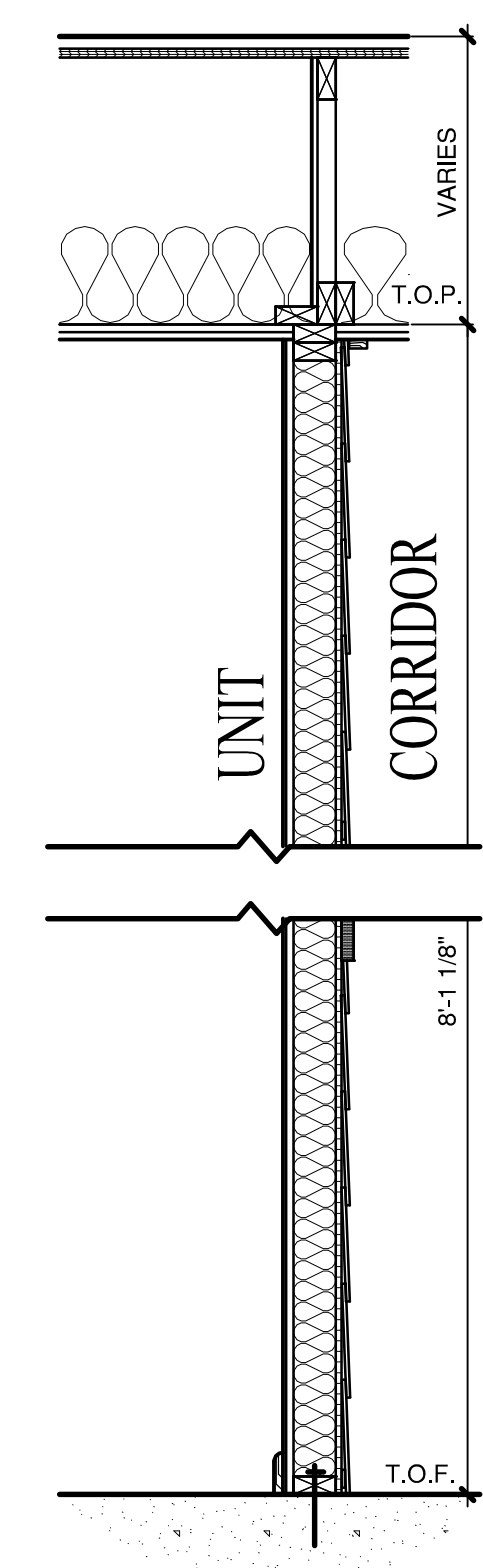
PROJECT
19119

SHEET NUMBER

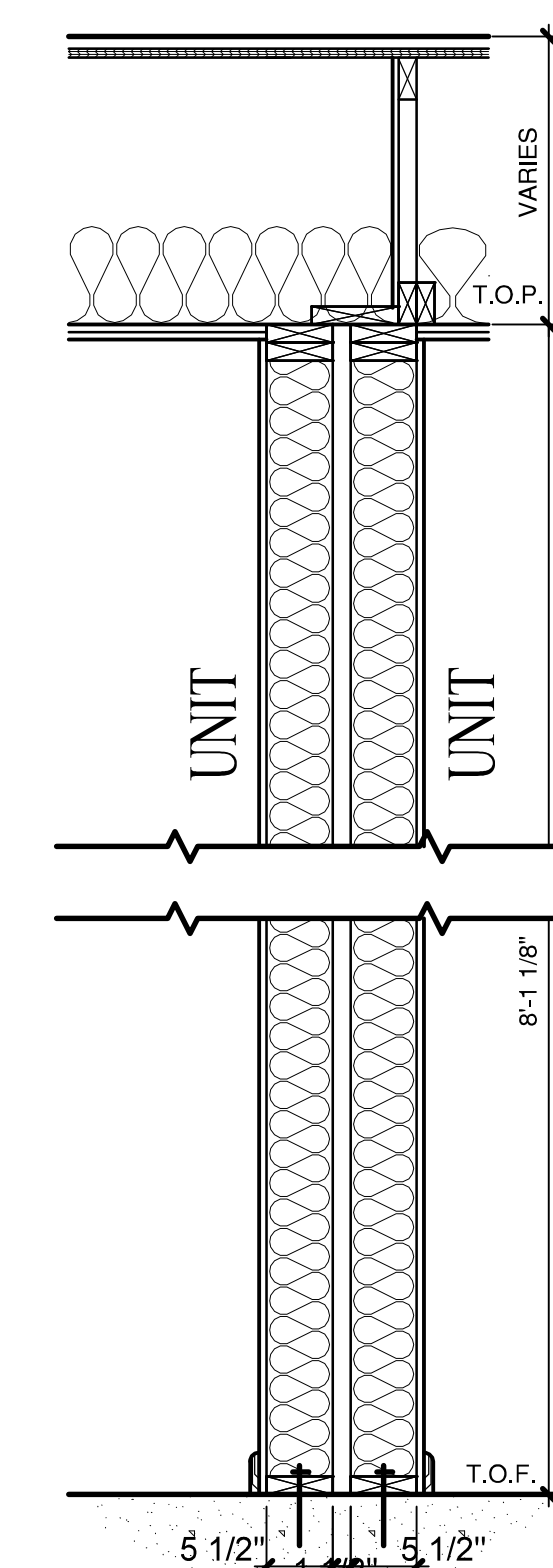
A5-01

INTERIOR WALL SECTIONS

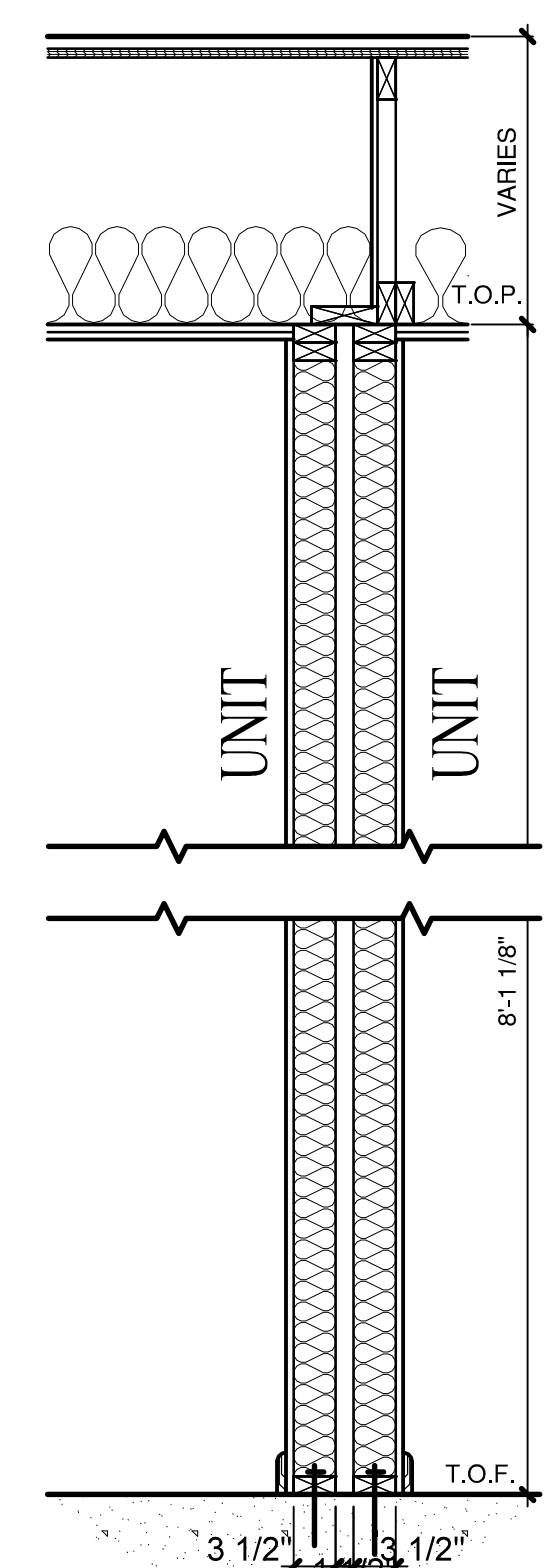
COPYRIGHT © BGO Architects ALL RIGHTS RESERVED



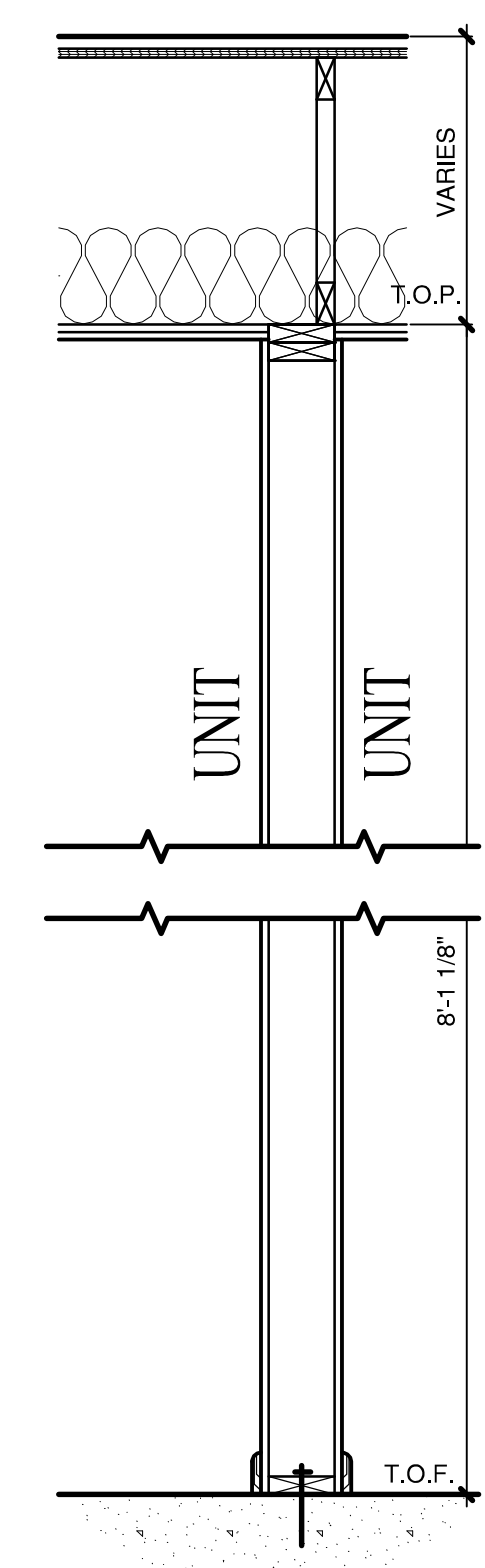
5 CORRIDOR AT SIDING
SCALE: 3/4"=1'-0"



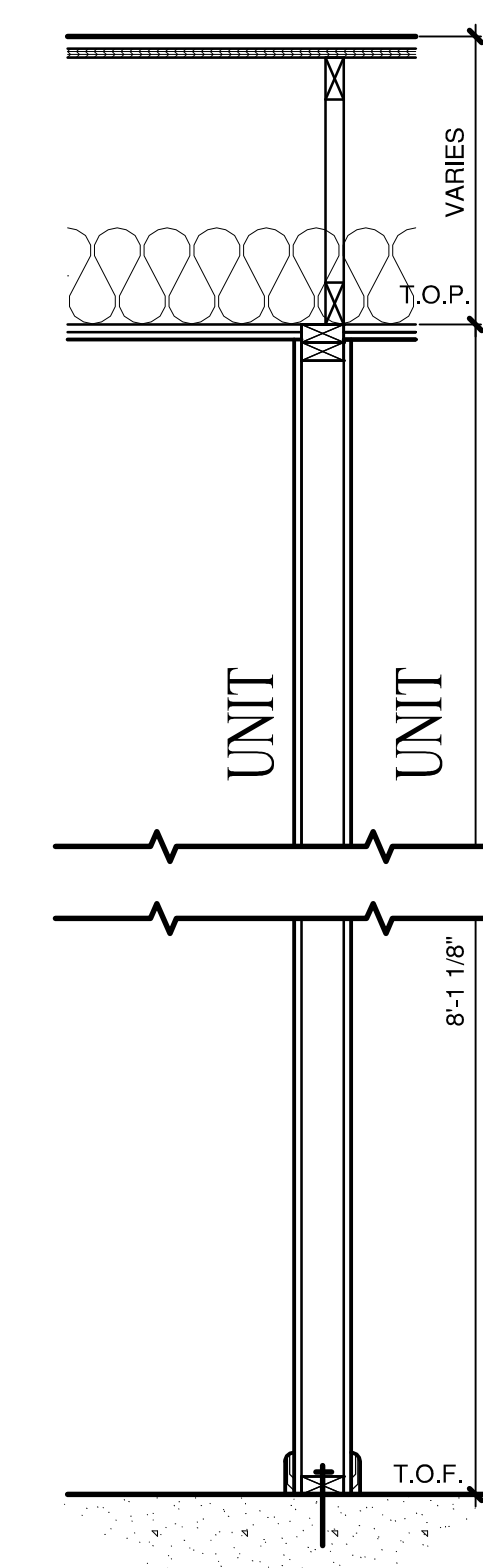
4 TENANT SEPARATION
SCALE: 3/4"=1'-0" PLUMBING WALL



3 TENANT SEPARATION
SCALE: 3/4"=1'-0"



2 INTERIOR PARTITION
SCALE: 3/4"=1'-0" PLUMBING WALL



1 INTERIOR PARTITION
SCALE: 3/4"=1'-0"

Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

- (1) Distributed throughout the Unit types **AND** the Development; and
- (2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

Mobility	Total Units	Required %	Calculated Units	Units Required	Units Proposed
Unit Description		5%	0	0	
1BR	30	5%	1.5	1.5	2
2BR	36	5%	1.8	1.8	2
		5%	0	0	
		5%	0	0	
		5%	0	0	
	66		3.3	3.3	4

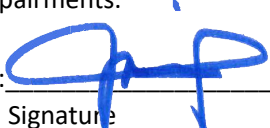
***NOTE:** If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

EXAMPLE:

Unit Description	Total Units	Required %	Calculated Units	Units Required	Units Proposed
	68	5%	3.4	4	4
1/1 (874sqft & 806	28	5%	1.4	1.4	1
2/2 (950 sqft & 100	36	5%	1.8	1.8	2
3/2 (1120 sqft & 11	4	5%	0.2	1	1
D		5%	0	0	
E		5%	0	0	
	68		3.4	4.2	4

***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

Jaron Daily
Printed Name

03-27-2020
Date

HEDK Architects
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 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

Hearing/Visual	Total Units	Required %	Calculated Units	Units Required (Rounded)	Units Proposed
Unit Description		2%	0	0	
1BR	30	2%	0.6	1	1
2BR	36	2%	0.72	1	1
		2%	0	0	
		2%	0	0	
		2%	0	0	
	66		1.32	2	2

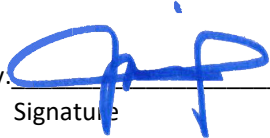
*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

EXAMPLE

Hearing/Visual	Total Units	Required %	Calculated Units	Units Required (Rounded)	Units Proposed
Unit Description	68	2%	1.36	2	2
1/1	28	2%	0.56	1	1
2/2	36	2%	0.72	1	1
3/3	4	2%	0.08	1	
D		2%	0	0	
E		2%	0	0	
	68		1.36	3	2

*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 _____
 03-27-2020
 Date _____

Jaron Daily
 Printed Name _____
 HEDK Architects
 Firm Name (If applicable) _____

Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional .

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208: [-https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf](https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf)

FHA Design Manual Page 2.23: [-https://www.huduser.gov/publications/pdf/fairhousing/fairch2.pdf](https://www.huduser.gov/publications/pdf/fairhousing/fairch2.pdf)

Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

Amenity:	Identification of amenity, or amenities of a group, that the APS serves	APSs:
Office, etc.:	Leasing Office	2
Amenity 1:		
Amenity 2:		
Amenity 3:		
Amenity 4:		
Amenity 5:		
Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:		2

Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development:		66
Total surface parking spaces (including non-residential):		109
Total carports (including non-residential):		0
Total garages (including non-residential):		0
Total parking spaces of all types:	Calculated from above:	109
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):	Calculated on prior page:	2
Total of all types of parking spaces that serve dwelling units:	Calculated from above:	107
APSs for mobility accessible units (5% of unit count, if spaces are sufficient):	Calculated from above:	4
Parking spaces that serve dwelling units in excess of one per unit (if applicable):	Calculated from above:	41
APSs required in excess of one per mobility accessible unit:	Calculated from above:	1
Total APSs required (including dwelling units and facilities/amenities):	Calculated from above:	7

Distribution of APSs Among the Various Types of Parking

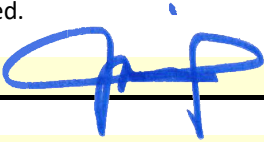
All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Minimum number of surface parking spaces (include dwelling unit <u>and</u> amenity spaces) that must be APSs:	7
Minimum number of carports that must be APSs:	0
Number of garages that must be APSs:	0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:	Calculated from above:	2
Minimum number of surface parking spaces that must be van APSs:	Calculated from above:	2
Minimum number of carports that must be van APSs:	Calculated from above:	0
Minimum number of garages that must be van APSs:	Calculated from above:	0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.



 Signature

 Jaron Daily

 Printed Name

 3/27/2020

 Date:

 HEDK Architects

 Firm Name (if applicable)

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". You are not required to distinguish the HC or AV Units from other Units that are the same size/floor plan.

Self Score Total:

22

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

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

Rent Designations (select from Drop down menu)													
HTC Units	MFDL - HOME Units	MFDL -NHTF Units	TDHCA MRB Units	Other/ Subsidy Units	# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Program Rent Limit	Tenant Paid Utility Allow.	Rent Collected /Unit	Total Monthly Rent
					(A)			(B)	(A) x (B)			(E)	(A) x (E)
TC 30%	LH/50%				1	1	1.0	724	724	379	53	326	326
TC 30%					2	1	1.0	724	1,448	379	53	326	652
TC 50%	LH/50%				8	1	1.0	724	5,792	631	53	578	4,624
TC 60%					18	1	1.0	724	13,032	758	53	705	12,690
TC 60%	HH/60%				1	1	1.0	724	724	716	53	663	663
TC 30%					2	2	2.0	987	1,974	454	69	385	770
TC 50%	LH/50%				6	2	2.0	987	5,922	757	69	688	4,128
TC 60%	HH/60%				6	2	2.0	987	5,922	881	69	812	4,872
TC 60%					22	2	2.0	987	21,714	909	69	840	18,480
									0				-
									0				-
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									0				-
									0				-
									0				-
									0				-
									0				-
AMFI %													
	0	1	2										
20	\$236	\$252	\$303					20					
30	\$354	\$379	\$454					30	\$353	\$379	\$455		
40	\$472	\$505	\$606					40	\$472	\$505	\$606		
50	\$590	\$631	\$757					Low	\$590	\$631	\$757		
60	\$708	\$758	\$909					High	\$662	\$716	\$881		
									0				-
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									0				-
TOTAL					66				57,252				47,205
Non Rental Income					\$10.00	per unit/month for:		Vending, Laundry, Maintenance Charges					660
Non Rental Income					0.00	per unit/month for:							
Non Rental Income					0.00	per unit/month for:							
+ TOTAL NONRENTAL INCOME					\$10.00	per unit/month							660
= POTENTIAL GROSS MONTHLY INCOME												47,865	
- Provision for Vacancy & Collection Loss									%		of Potential Gross Income: 7.50%		(3,590)
- Rental Concessions <i>(enter as a negative number)</i>									Enter as a negative value				
= EFFECTIVE GROSS MONTHLY INCOME												44,275	
x 12 = EFFECTIVE GROSS ANNUAL INCOME												531,302	

124947.075

If a revised form is submitted, date of submission:

Rent Schedule (Continued)

		% of LI	% of Total	
HOUSING	TC20%			0
	TC30%	8%	8%	5
	TC40%			0
	TC50%	21%	21%	14
	TC60%	71%	71%	47
	TC70%			0
	TC80%			0
	TAX CREDITS	HTC LI Total		
	EO			0
	MR			0
	MR Total			0
Total HTC Units				66
DIRECT LOAN (NHTF)	HTF30%			0
	NHTF LI Total			0
	MR			0
	MR Total			0
	HTF Total			0

		% of LI	% of Total	
MORTGAGE REVENUE	MRB20%			0
	MRB30%			0
	MRB40%			0
	MRB50%			0
	MRB60%			0
	MRB70%			0
	MRB80%			0
	BOND	MRB LI Total		
	MRBMR			0
	MRBMR Total			0
	MRB Total			0
DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)	30%			0
	40%			0
	LH/50%	68%	68%	15
	HH/60%	32%	32%	7
	HH/80%			0
	Direct Loan LI Total			22
	EO			0
	MR			0
	MR Total			0
	Direct Loan Total			22
OTHER	Total OT Units			0

BEDROOMS	0			0
	1			30
	2			36
	3			0
	4			0
	5			0

ACQUISITION + HARD		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.
Cost Per Sq. Ft	\$ 113.55	
HARD		
Cost Per Sq. Ft	\$ 113.55	
BUILDING		
Cost Per Sq. Ft	\$ 75.85	

Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

Utility	Who Pays	Energy Source	0BR	1BR	2BR	3BR	4BR	Source of Utility Allowance & Effective Date
Heating	Tenant	Electric		\$ 13	\$ 15			HUD Utility Model Schedule
Cooking	Tenant	Electric		\$ 4	\$ 5			Energy Star
Other Electric	Tenant			\$ 16	\$ 23			Approved by TDHCA 3/24/20
Air Conditioning	Tenant	Electric		\$ 9	\$ 13			
Water Heater	Tenant	Electric		\$ 10	\$ 13			
Water	Landlord							
Sewer	Landlord							
Trash	Landlord							
Flat Fee	Tenant							
Other	Tenant							
Total Paid by Tenant			\$ -	\$ 53.0	\$ 69.0	\$ -	\$ -	



Other (Describe)

If a revised form is submitted, date of submission:

--



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

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March 24, 2020
revised

Writer's direct phone # (512) 475 -3821
Email: cara.pollei@tdhca.state.tx.us

Audrey Martin
Purple Martin Real Estate
Houston, TX
audrey@purplemartinre.com

RE: 2020 HTC and MFDL Application – proposed site
located in Big Spring, Texas

HTC File: 19202

Dear Ms. Martin:

The Texas Department of Housing and Community Affairs (the Department) has calculated the utility allowance a proposed 2020 Housing Tax Credit (HTC) and Multifamily Direct Loan (MFDL) application, located in Big Spring, Texas using the HUD Utility Schedule Model in accordance with 10TAC §10.614(k). This allowance is calculated based on the following representations:

1. 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,
2. That the only building type is Apartments (2-4 units).

As a reminder, HTC buildings with MFDL units are considered to be HUD Regulated buildings under Treasury Regulation §1.42-10 and, as such, the applicable utility allowance for all rent restricted Units in the building is the applicable this utility allowance calculated for the MFDL program. No other utility method described in this section can be used by HUD-regulated buildings.

Please see attached schedule dated March 24, 2020. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, the Owner may elect to use the Written Local Estimate, HUD Utility Schedule Model, Energy Consumption Model, or the Agency Estimate for leasing; however, a request identifying the chosen method to establish the utility allowance must be submitted to the Department for review and approval, at minimum, 90 days prior to the commencement of leasing activities. Please see §10.614(d) for guidance.

The Department has calculated both the Green Discount and the non-Green Discount results for application purposes; however, to utilize the Green Discount allowance for leasing activities, the Owner must evidence that the Units and buildings have met the Green Discount elected when the request is submitted. Please note that although we have provided both utility allowances, the Department's Real Estate Analysis division will determine which one is the most appropriate to use for underwriting purposes.



If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor

**Allowances for
Tenant-Furnished Utilities
and Other Services**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date (mm/dd/yyyy)
Heritage Heights at Big Spring		ENERGY STAR	Lowrise Apartment (2 - 4 units)					3/24/2020
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas							
	Bottled Gas							
	Electric Resistance							
	Electric Heat Pump	□11.44	□12.86	□14.62	□16.01	□17.39	□18.78	
	Fuel Oil							
Cooking	Natural Gas							
	Bottled Gas							
	Electric	□3.04	□3.58	□5.17	□6.77	□8.37	□9.97	
	Other							
Other Electric		□14.00	□16.47	□22.92	□29.37	□35.81	□42.26	
Air Conditioning		□7.72	□9.08	□12.73	□16.39	□20.04	□23.69	
Water Heating	Natural Gas							
	Bottled Gas							
	Electric	□8.88	□10.45	□13.33	□16.22	□19.10	□21.99	
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Range/Microwave								
Refrigerator								
Other - specify								
Total		□45.08	□52.44	□68.78	□84.75	□100.71	□116.68	
Total Allowance (Rounded Up)		□46.00	□53.00	□69.00	□85.00	□101.00	□117.00	

**Allowances for
Tenant-Furnished Utilities
and Other Services**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date (mm/dd/yyyy)
Heritage Heights at Big Spring		None	Lowrise Apartment (2 - 4 units)					3/24/2020
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas							
	Bottled Gas							
	Electric Resistance							
	Electric Heat Pump	□15.35	□17.45	□20.07	□22.13	□24.18	□26.24	
	Fuel Oil							
Cooking	Natural Gas							
	Bottled Gas							
	Electric	□4.52	□5.31	□7.69	□10.06	□12.44	□14.81	
	Other							
Other Electric		□20.81	□24.48	□34.06	□43.64	□53.22	□62.80	
Air Conditioning		□11.47	□13.50	□18.92	□24.35	□29.78	□35.20	
Water Heating	Natural Gas							
	Bottled Gas							
	Electric	□13.20	□15.52	□19.81	□24.10	□28.39	□32.68	
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Range/Microwave								
Refrigerator								
Other - specify								
Total		□65.34	□76.27	□100.56	□124.28	□148.01	□171.74	
Total Allowance (Rounded Up)		□66.00	□77.00	□101.00	□125.00	□149.00	□172.00	

ANNUAL OPERATING EXPENSES

General & Administrative Expenses			
Accounting	\$	8,500	
Advertising	\$	2,500	
Legal fees	\$	2,500	
Leased equipment	\$	3,000	
Postage & office supplies	\$	3,500	
Telephone	\$	3,000	
Other	\$	2,500	
Other	\$		
Total General & Administrative Expenses:			\$ 25,500
Management Fee:	Percent of Effective Gross Income:	5.00%	\$ 26,565
Payroll, Payroll Tax & Employee Benefits			
Management	\$	55,500	
Maintenance	\$	36,000	
Other	\$	12,810	
Other	\$		
Total Payroll, Payroll Tax & Employee Benefits:			\$ 104,310
Repairs & Maintenance			
Elevator	\$		
Exterminating	\$	4,000	
Grounds	\$	6,000	
Make-ready	\$	10,000	
Repairs	\$	10,000	
Pool	\$	0	
Other	\$	7,500	
Other	\$		
Total Repairs & Maintenance:			\$ 37,500
Utilities (Enter Only Property Paid Expense)			
Electric	\$	14,800	
Natural gas	\$	0	
Trash	\$	8,500	
Water/Sewer	\$	31,000	
Other	\$		
Other	\$		
Total Utilities:			\$ 54,300
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.35	\$ 19,800
Property Taxes:			
Published Capitalization Rate:		Source:	
Annual Property Taxes	\$	51,900	
Payments in Lieu of Taxes	\$		
Total Property Taxes:			\$ 51,900
Reserve for Replacements:	Annual reserves per unit:	\$ 250	\$ 16,500
Other Expenses			
Cable TV	\$		
Supportive Services (Staffing/Contracted Services)	\$		
TDHCA Compliance fees (\$40/HTC unit)	\$	2,640	
TDHCA Direct Loan Compliance Fees (\$34/MDL unit)	\$	748	
TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - \$25/MRB unit)	\$		
Bond Trustee Fees (ALL Tax-Exempt Bond Developments)	\$		
Security	\$		
Other	\$		
Other	\$		
Total Other Expenses:			\$ 3,388
TOTAL ANNUAL EXPENSES	Expense per unit:	\$ 5148	\$ 339,763
	Expense to Income Ratio:	63.95%	
NET OPERATING INCOME (before debt service)			\$ 191,539
Annual Debt Service			
	\$	142,244	
	\$		
	\$		
	\$		
TOTAL ANNUAL DEBT SERVICE	Debt Coverage Ratio:	1.35	\$ 142,244
NET CASH FLOW			\$ 49,295

If a revised form is submitted, date of submission: _____

15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$566,460	\$577,789	\$589,345	\$601,132	\$613,155	\$676,972	\$747,432
Secondary Income	\$ 7,920	\$ 8,078	\$ 8,240	\$ 8,405	\$ 8,573	\$ 9,465	\$ 10,450
POTENTIAL GROSS ANNUAL INCOME	\$574,380	\$585,868	\$597,585	\$609,537	\$621,727	\$686,437	\$757,882
Provision for Vacancy & Collection Loss	(\$43,079)	(\$43,940)	(\$44,819)	(\$45,715)	(\$46,630)	(\$51,483)	(\$56,841)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$531,302	\$541,928	\$552,766	\$563,821	\$575,098	\$634,954	\$701,041
EXPENSES							
General & Administrative Expenses	\$25,500	\$26,265	\$27,053	\$27,865	\$28,700	\$33,272	\$38,571
Management Fee	\$ 26,565	\$ 27,096	\$ 27,638	\$ 28,191	\$ 28,755	\$ 31,748	\$ 35,052
Payroll, Payroll Tax & Employee Benefits	\$ 104,310	\$ 107,439	\$ 110,662	\$ 113,982	\$ 117,402	\$ 136,101	\$ 157,778
Repairs & Maintenance	\$ 37,500	\$ 38,625	\$ 39,784	\$ 40,977	\$ 42,207	\$ 48,929	\$ 56,722
Electric & Gas Utilities	\$ 14,800	\$ 15,244	\$ 15,701	\$ 16,172	\$ 16,658	\$ 19,311	\$ 22,386
Water, Sewer & Trash Utilities	\$ 39,500	\$ 40,685	\$ 41,906	\$ 43,163	\$ 44,458	\$ 51,539	\$ 59,747
Annual Property Insurance Premiums	\$ 19,800	\$ 20,394	\$ 21,006	\$ 21,636	\$ 22,285	\$ 25,835	\$ 29,949
Property Tax	\$ 51,900	\$ 53,457	\$ 55,061	\$ 56,713	\$ 58,414	\$ 67,718	\$ 78,503
Reserve for Replacements	\$ 16,500	\$ 16,995	\$ 17,505	\$ 18,030	\$ 18,571	\$ 21,529	\$ 24,958
Other Expenses	\$ 3,388	\$ 3,490	\$ 3,594	\$ 3,702	\$ 3,813	\$ 4,421	\$ 5,125
TOTAL ANNUAL EXPENSES	\$339,763	\$349,690	\$359,910	\$370,431	\$381,262	\$440,400	\$508,792
NET OPERATING INCOME	\$191,539	\$192,237	\$192,856	\$193,391	\$193,836	\$194,554	\$192,249
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$142,244	\$142,244	\$142,244	\$142,244	\$142,244	\$142,244	\$142,244
Second Deed of Trust Annual Loan Payment							
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
ANNUAL NET CASH FLOW	\$49,295	\$49,994	\$50,613	\$51,147	\$51,592	\$52,311	\$50,005
CUMULATIVE NET CASH FLOW	\$49,295	\$99,289	\$149,901	\$201,048	\$252,641	\$512,399	\$768,190
Debt Coverage Ratio	1.35	1.35	1.36	1.36	1.36	1.37	1.35
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:

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.

A. Activity	B. Labor or Unit Price	C. Materials or # of Units	D. Total Construction Costs	E. Acquisition Costs	F. Engineering / Architectural Costs	G. Total Activity Costs
Demolition	\$10,000.00	1	\$10,000.00		In A/E Design Fee	\$ 10,000
Asbestos Abatement (Demolition Only)	\$0.00	1	\$0.00		In A/E Design Fee	\$ -
Detention	\$10,000.00	1	\$10,000.00		In A/E Design Fee	\$ 10,000
Rough grading	\$189,684.00	1	\$189,684.00		In A/E Design Fee	\$ 189,684
Fine grading	\$83,680.00	1	\$83,680.00		In A/E Design Fee	\$ 83,680
On-site concrete	\$63,162.00	1	\$63,162.00		In A/E Design Fee	\$ 63,162
On-site electrical	\$99,000.00	1	\$99,000.00		In A/E Design Fee	\$ 99,000
On-site paving	\$208,125.00	1	\$208,125.00		In A/E Design Fee	\$ 208,125
On-site utilities	\$156,123.00	1	\$156,123.00		In A/E Design Fee	\$ 156,123
Decorative masonry	\$21,780.00	1	\$21,780.00		In A/E Design Fee	\$ 21,780
Bumper stops, striping & signs	\$22,176.00	1	\$22,176.00		In A/E Design Fee	\$ 22,176
Other (specify) - see footnote 1						
Total						\$ 863,730

[Handwritten Signature]

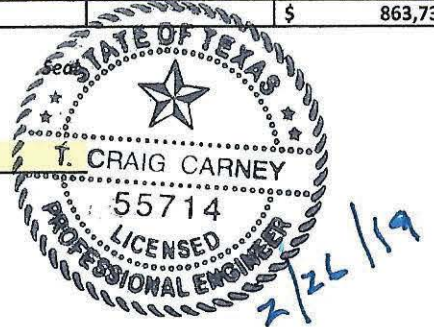
Signature of Registered Engineer
2-26-19

Date

T. Craig Carney, P.E.

Printed Name

If a revised form is submitted, date of submission:



BUILDING COSTS*:

Concrete	972,055		972,055
Masonry	190,111		190,111
Metals	44,699		
Woods and Plastics	1,270,800		
Thermal and Moisture Protection	106,937		106,937
Roof Covering	137,491		137,491
Doors and Windows	239,902		239,902
Finishes	801,747		801,747
Specialties	62,804		62,804
Equipment	158,426		158,426
Furnishings			
Special Construction			
Conveying Systems (Elevators)			
Mechanical (HVAC; Plumbing)	802,313		802,313
Electrical	531,292		531,292

Individually itemize costs below:

Detached Community Facilities/Building	282,903		282,903
Carports and/or Garages			
Lead-Based Paint Abatement			
Asbestos Abatement (Rehabilitation Only)			
Structured Parking			
Commercial Space Costs			
Cameras/Project Signage	56,581		56,581
Subtotal Building Costs Before 11.9(e)(2)	\$5,658,061	\$0	\$4,342,562

Voluntary Eligible Building Costs (After 11.9(e)(2))* \$75.85 psf \$4,342,562
 Enter amount to be used to achieve desired score.

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

TOTAL BUILDING COSTS & SITE WORK (including site amenities) \$6,756,421 \$0 \$5,430,922

Contingency	5.00%	\$337,521		271,546	5%
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TOTAL HARD COSTS \$7,094,242 \$0 \$5,702,468

OTHER CONSTRUCTION COSTS	%THC				%EHC
General requirements (<6%)	6.00%	425,654		342,148	6.00%
Field supervision (within GR limit)					
Contractor overhead (<2%)	2.00%	141,884		114,049	2.00%
G & A Field (within overhead limit)					
Contractor profit (<6%)	6.00%	425,654		342,148	6.00%

TOTAL CONTRACTOR FEES \$993,192 \$0 \$798,345

TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2) \$8,087,434 \$0 \$6,500,813

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))* \$0.00 psf
 Enter amount to be used to achieve desired score.

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

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Masonry	190,111		190,111
Metals	44,699		
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Thermal and Moisture Protection	106,937		106,937
Roof Covering	137,491		137,491
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Lead-Based Paint Abatement			
Asbestos Abatement (Rehabilitation Only)			
Structured Parking			
Commercial Space Costs			
Cameras/Project Signage	56,581		56,581
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Voluntary Eligible Building Costs (After 11.9(e)(2))*	\$75.85 psf	\$4,342,562
Enter amount to be used to achieve desired score.		

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

TOTAL BUILDING COSTS & SITE WORK (including site amenities)	\$6,756,421	\$0	\$5,430,922
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Contingency	5.00%	\$337,821	271,546	5%
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TOTAL HARD COSTS	\$7,094,242	\$0	\$5,702,468
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OTHER CONSTRUCTION COSTS	%THC			%EHC
General requirements (<6%)	6.00%	425,654	342,148	6.00% 6%
Field supervision (within GR limit)				
Contractor overhead (<2%)	2.00%	141,884	114,049	2.00% 2%
G & A Field (within overhead limit)				
Contractor profit (<6%)	6.00%	425,654	342,148	6.00% 6%

TOTAL CONTRACTOR FEES	\$993,192	\$0	\$798,345
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TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)	\$8,087,434	\$0	\$6,500,813
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Voluntary Eligible "Hard Costs" (After 11.9(e)(2))*	\$0.00 psf	
Enter amount to be used to achieve desired score.		

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Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	MF Direct Loan Const. to Perm. (Repayable)	\$3,000,000		1	\$ 3,000,000	2.50%	30	30		1
TDHCA	MF Direct Loan Const. Only (Repayable)	\$0	0.00%							
TDHCA	Multifamily Direct Loan (Soft Repayable)	\$0	0.00%		\$ -	0.00%	0	0		
TDHCA	Mortgage Revenue Bond	\$0	0.00%		\$ -	0.00%	0	0		
M1 Bank	Conventional/FHA	\$6,100,000	5.75%							
Third Party Equity										
Aegon	HTC	\$ -	\$ 1,201,380		\$ 8,009,199				0.89	
Grant										
City of Big Spring	§11.9(d)(2)LPS Contribution	\$ 250			\$ 250					
Deferred Developer Fee										
TX Big Spring Development 2019, LLC		\$ 1,068,541			\$ 551,391					
Other										
BGO Architects	Direct Loan Match	\$ 150,000			\$ 150,000					
Total Sources of Funds		\$ 11,520,171			\$ 11,710,840					
Total Uses of Funds					\$ 11,710,840					

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).

Sources of funds include a construction loan provided by M1 Bank, a construction to permanent loan provided by TDHCA Multifamily Direct Loan Funds, tax credit equity provided by Aegon, match funds provided by the development architect, a local political subdivision funding of \$250, and deferred developer fee. The construction loan provided by M1 Bank will have an interest rate currently estimated to be 5.75%. Tax credit equity will be provided at a rate of \$0.89 per credit dollar. Match funds are equal to 5% of the amount of the TDHCA Multifamily Direct Loan, as required by TDHCA rules.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

There are no existing replacement reserves. The annual deposit to replacement reserve is \$250/unit/year.

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.

There are no operating subsidies proposed.

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.


Type text here

Signature, Authorized Representative, Construction or Permanent Lender;
Equity Provider

Corey Poteet

Printed Name

3/26/2020

Date

Telephone: 573-429-5362

Email address: corey.poteet@m1bank.net

If a revised form is submitted, date of submission: _____

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).

Sources of funds include a construction loan provided by M1 Bank, a construction to permanent loan provided by TDHCA Multifamily Direct Loan Funds, tax credit equity provided by Aegon, match funds provided by the development architect, a local political subdivision funding of \$250, and deferred developer fee. The construction loan provided by M1 Bank will have an interest rate currently estimated to be 5.75%. Tax credit equity will be provided at a rate of \$0.89 per credit dollar. Match funds are equal to 5% of the amount of the TDHCA Multifamily Direct Loan, as required by TDHCA rules.

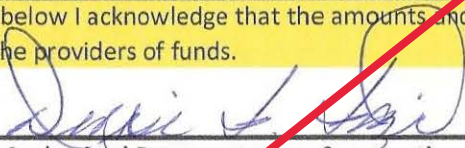
Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

There are no existing replacement reserves. The annual deposit to replacement reserve is \$250/unit/year.

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.

There are no operating subsidies proposed.

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;
Equity Provider


Printed Name


Date

Telephone: (854) 370-9402

Email address: dfazio@aegonusa.com

If a revised form is submitted, date of submission: _____

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).

Sources of funds include a construction loan provided by M1 Bank, a construction to permanent loan provided by TDHCA Multifamily Direct Loan Funds, tax credit equity provided by Aegon, match funds provided by the development architect, a local political subdivision funding of \$250, and deferred developer fee. The construction loan provided by M1 Bank will have an interest rate currently estimated to be 5.75%. Tax credit equity will be provided at a rate of \$0.89 per credit dollar, and is calculated based on the original HTC award amount of \$900,000. Match funds are equal to 5% of the original amount of the TDHCA Multifamily Direct Loan plus 7.5% of the new \$255,000 MFDL request, as required by TDHCA rules.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

There are no existing replacement reserves. The annual deposit to replacement reserve is \$250/unit/year.

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.

There are no operating subsidies proposed.

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;
Equity Provider

Corey Poteet

Printed Name

4/17/2020

Date

Telephone: 573-429-5362

Email address: corey.poteet@m1bank.net

If a revised form is submitted, date of submission:

Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amortization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	<u>MF Direct Loan Const. to Perm. (Repayable)</u>	\$3,000,000		1	\$ 3,000,000	2.50%	30	30		1
TDHCA	<u>MF Direct Loan Const. Only (Repayable)</u>	\$0	0.00%							
TDHCA	<u>Multifamily Direct Loan (Soft Repayable)</u>	\$0	0.00%		\$ -	0.00%	0	0		
TDHCA	<u>Mortgage Revenue Bond</u>	\$0	0.00%		\$ -	0.00%	0	0		
M1 Bank	Conventional/FHA	\$6,100,000	5.75%							
Third Party Equity										
Aegon	<u>HTC</u>	\$ -	\$ 1,201,380		\$ 8,009,199				0.89	
Grant										
City of Big Spring	<u>§11.9(d)(2)LPS Contribution</u>	\$ 250			\$ 250					
Deferred Developer Fee										
TX Big Spring Development 2019, LLC		\$ 1,068,541			\$ 387,895					
Other										
BGO Architects	<u>Direct Loan Match</u>	\$ 156,375			\$ 156,375					
Total Sources of Funds		\$ 11,526,546			\$ 11,553,719					
Total Uses of Funds					\$ 11,553,719					

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).

Sources of funds include a construction loan provided by M1 Bank, a construction to permanent loan provided by TDHCA Multifamily Direct Loan Funds, tax credit equity provided by Aegon, match funds provided by the development architect, a local political subdivision funding of \$250, and deferred developer fee. The construction loan provided by M1 Bank will have an interest rate currently estimated to be 5.75%. Tax credit equity will be provided at a rate of \$0.89 per credit dollar, and is calculated based on the original HTC award amount of \$900,000. Match funds are equal to 5% of the original amount of the TDHCA Multifamily Direct Loan plus 7.5% of the new \$255,000 MFDL request, as required by TDHCA rules.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

There are no existing replacement reserves. The annual deposit to replacement reserve is \$250/unit/year.

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.

There are no operating subsidies proposed.

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.

Daniel F. Fazio
Signature, Authorized Representative, Construction or Permanent Lender;
Equity Provider

Daniel F. Fazio
Printed Name

April 17, 2020
Date

Telephone: 804-370-9402

Email address: drazio@aegonusa.com

If a revised form is submitted, date of submission: _____

Financial Capacity, Owner Equity, and Loan-to-Cost Requirements

[10 TAC §13.8(c)(8) and (9) and/or 10 TAC §11.204(7)(C) as applicable]

Not Applicable

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**
- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and
- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.



Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

Type of Match Pledged	Pledged Amount	Source of Funds
Non-Federal Grants		
Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) **CANNOT INCLUDE DEVELOPER FEES**		
Below Market Interest Rate Loan		
Property Tax Abatement		
Donated Non-Professional Labor	\$ 150,000	Donated architect fee
Non-Federally Funded Infrastructure		
Rental Value of Donated Use of Site Preparation or Construction Equipment		
Donated Construction Materials		
Donated Site Preparation		
Donated Demolition Services		
Donated Real Property		
Total Value of Match Pledged	\$ 150,000	
Total Amount of MF Direct Loan funds Requested	\$ 3,000,000	
Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)	5.00%	



February 14, 2019

TX Big Spring 2019, Ltd
c/o Generation Housing Partners, LLC
Attn: Adrian Iglesias
17440 North Dallas Pkwy, Suite 226
Dallas, Texas 75287

Re: Heritage Heights at Big Spring, TDHCA #19202 – Donated Professional Services as Match
for TDHCA Multifamily Direct Loan Funds

Dear Mr. Iglesias,

We are the Architect of record for the above-referenced 2019 tax credit application. It is our understanding that TX Big Spring 2019, Ltd is also applying for TDHCA Multifamily Direct Loan funds in the amount of approximately \$3,000,000. Our normal fee for a project of this type is \$274,000 however, our fee for this project has been reduced by \$150,000 which represents our donation of professional architectural services and provides a savings to the partnership of \$150,000. We understand this sum will be used as match for this application. I am hopeful that this will help you in your excellent work for affordable housing.

If you have any questions, please do not hesitate to call.

Sincerely,

Jaron Daily
HEDK Architects



Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

Type of Match Pledged	Pledged Amount	Source of Funds
Non-Federal Grants		
Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) **CANNOT INCLUDE DEVELOPER FEES**		
Below Market Interest Rate Loan		
Property Tax Abatement		
Donated Non-Professional Labor	\$ 156,375	Donated architect fee
Non-Federally Funded Infrastructure		
Rental Value of Donated Use of Site Preparation or Construction Equipment		
Donated Construction Materials		
Donated Site Preparation		
Donated Demolition Services		
Donated Real Property		
Total Value of Match Pledged	\$ 156,375	
Total Amount of MF Direct Loan funds Requested	\$ 3,000,000	
Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)	5.21%	



April 20, 2020

TX Big Spring 2019, Ltd
c/o Generation Housing Partners, LLC
Attn: Adrian Iglesias
17440 North Dallas Pkwy, Suite 226
Dallas, Texas 75287

Re: Heritage Heights at Big Spring, TDHCA #19202 – Donated Professional Services as Match
for TDHCA Multifamily Direct Loan Funds

Dear Mr. Iglesias,

We are the Architect of record for the above-referenced 2019 tax credit application. It is our understanding that TX Big Spring 2019, Ltd is also applying for TDHCA Multifamily Direct Loan funds in the amount of approximately \$3,000,000. Our normal fee for a project of this type is \$274,000 however, our fee for this project has been reduced by \$156,375 which represents our donation of professional architectural services and provides a savings to the partnership of \$156,375. We understand this sum will be used as match for this application. I am hopeful that this will help you in your excellent work for affordable housing.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaron Daily', with a stylized flourish at the end.

Jaron Daily
HEDK Architects

Finance Scoring (for Competitive HTC Applications ONLY)

Self Score Total: 22

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

Name of the Local Political Subdivision providing the funding:

Not Applicable

loan,
ed is in

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.

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: 0

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

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

0

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

0

Total Points Claimed: 0

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 8%

HTC funding request as a percent of Total Housing Development Cost 0.00%

Eligibility for points:

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

0

Housing Tax Credit Request

3

Housing Tax Credit Request

2

Housing Tax Credit Request

1

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

Total Points Claimed: 0

Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of **all** Permanent and Construction Financing (term sheets, loan agreements)

NOTE: Term sheets and/or loan documents from debt and equity providers must **include a statement confirming they are aware the Applicant intends to elect income averaging.** If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy



M1 BANK

March 27, 2020

TX Big Spring 2019, LTD
c/o Adrian Iglesias
17440 North Dallas Parkway, Suite 226
Dallas, Texas 75287

RE: TX Big Spring 2019, LTD
Heritage Heights at Big Spring
Big Spring, TX 79720

Dear Mr. Iglesias,

M1 Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

Construction Loan:

Borrower: TX Big Spring 2019, LTD

Guarantor(s): Hill Tide Development, LLC
Generation Housing Partners, LLC
Monarch Private Investments, LLC

Amount: Up to \$6,100,000

Type: Construction Draw

Term: 24 months

Repayment: Interest-only payments due monthly; Principal due at Maturity

Rate: 5.75% Fixed

Origination Fee: 1.00%

Collateral: Assignment of tax credits, syndication payments, and capital contributions;
First Deed of Trust with assignment of rents on the subject property and
improvements to be constructed thereon, legal description to govern.

Disbursement: All funds shall be disbursed by M1 Bank or a 3rd party title company. Date down
endorsements are required with each draw.

Advances under this Agreement are subject to:

- 1) Credit and economic conditions being acceptable to M1 Bank on an ongoing basis.
- 2) Borrower's compliance of all requirements stated in this proposal.
- 3) Borrowers compliance with any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Programs.

Additional Conditions:

- 1) This proposal is non-assignable.
- 2) Receipt of an annual allocation of Low-Income Housing Tax Credits from the requisite allocation agency.
- 3) Full and complete adherence with any and all applicable State and/or Federal agencies program rules, regulations and/or requirements.
- 4) The attached 15-year pro forma was prepared by Generation Housing Partners and Hill Tide Development for TX Big Spring 2019, LTD, located in Big Spring, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on M1 Bank's underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review.
- 5) The debt service for each year maintains no less than a 1.15 debt coverage ratio.
- 6) Tax Credit Investor and equity terms, including price and pay-in schedule, subject to Bank approval.
- 7) Borrower and Guarantors agree upon written request of M1 Bank to provide current financial statements and current copies of recent Federal income tax returns.
- 8) All closing documents are subject to review and approval of M1 Bank and its attorney's.
- 9) All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees shall be paid by borrower.
- 10) Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount satisfactory to M1 Bank.
- 11) Mortgage title insurance policy insuring the bank's lien shall contain no objectionable liens, including matters of the survey.
- 12) Subject to final board or loan committee approval.
- 13) We have performed a preliminary review of the credit worthiness of TX Big Spring 2019, Ltd, Generation Housing and Hill Tide Development, as well as, its Principals. At this time, M1 Bank 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.

Sincerely,



Corey Poteet
Director & Senior Vice President | *Founding Member*

Accepted this _____ day of _____, 2020.

By: _____
Authorized signer of Borrower

March 30, 2020

Hill Tide Development, LLC
Generation Housing Partners, LLC
c/o Bob Long, Managing Partner, Hill Tide Development
100 2nd Avenue N, Suite 240
St. Petersburg, FL 33701

Re: Letter of Intent – Heritage Heights at Big Spring, Big Spring, TX

Dear Bob and Dan,

Thank you for providing information on the Heritage Heights at Big Spring low-income housing development (the “**Project**”). AEGON USA Realty Advisors, LLC (“**Aegon**”), acting for itself or as an agent of an affiliated life company or limited liability company (the “**Investor**”), is pleased to submit this non-binding letter of intent (the “**Letter**”) advising you that the Investor is interested in making an equity investment in the Project, subject to various terms and conditions and approval by Aegon’s Investment Committee in its sole discretion. This Letter supersedes that certain letter dated October 21, 2019 and all terms and conditions contained therein. (Further information about Aegon and its affiliated life companies and limited liability companies is set forth in Attachment C).

1. Assumptions. The terms of this Letter are based on preliminary financial information about the Project received by Aegon from the Sponsor. We have not yet reviewed detailed plans or specifications for the Project, financial statements of the parties, including any guarantors, loan commitments, the property management agreement, the development agreement, or other Project materials, although we have, for purposes of this Letter, assumed that these will be acceptable to Aegon. In addition, some of the information we have received to date about the Project is preliminary. Nevertheless, we issue this Letter to describe the anticipated pricing and terms of the Investor’s proposed equity investment in the Project so that we may move forward with our due diligence regarding this investment.
2. Project Description. Based on the information that you have provided to us, our understanding of the Project is summarized on Attachment A.
3. Principal Parties.
 - A. Sponsor: The sponsor of the Project is Hill Tide Development, LLC, a Georgia limited liability company, and Generation Housing Partners, LLC, a Texas limited liability company (collectively the “**Sponsor**”).

March 30, 2020

- B. Developer: The developer of the Project is Hill Tide Development, LLC and Generation Housing Partners, LLC (collectively the “**Developer**”).
- C. Project Owner: The Project will be TX Big Spring 2019, Ltd, a Texas limited partnership (the “**Partnership**”).¹
- D. General Partner: The general partner of the Partnership will be TX Big Spring 2019 GP, LLC, a Texas limited liability company (the “**General Partner**”).² The General Partner shall timely file an election on behalf of the Partnership to be treated as an “electing real property trade or business” under Section 168(g)(1)(F) of the Code.
- E. Limited Partners: The Investor will be a limited partner of the Partnership. Transamerica Affordable Housing, Inc., an entity affiliated with Aegon, will be a special limited partner (the “**Special Limited Partner**”).³ Collectively, the Investor and the Special Limited Partner are referred to as the “Limited Partners”.
- F. Guarantors: The Sponsor, the Developer, the General Partner and Monarch Private Investments, LLC will be the guarantors (collectively, the “**Guarantors**”). The Guarantors will provide current financial statements evidencing minimum net worth and liquidity requirements as needed to cover the Guaranties as generally described in Paragraph 9 below. The Guarantors shall be jointly and severally liable under all of the Guaranties. Monarch Private Investments, LLC may be released as a Guarantor at any time during the credit period so long as the remaining Guarantors will continue to meet the required net worth and liquidity covenants as noted in Section G below.
- G. Guarantor Liquidity/Net Worth Requirements:
 - i. Liquidity During Construction – 15% of total construction hard costs (Est. \$1.17MM). This can be comprised of a combination of: (1) hard cost contingency (which we require to be a minimum of 5% of hard cost construction costs), (2) non-deferred developer fee held back until construction completion or later and (3) liquid net worth of guarantor.

If the Project Owner is a limited liability company:

¹ The term “Partnership” shall refer to a limited liability company rather than a limited partnership

² The term “General Partner” shall refer to the managing member of the limited liability company.

³ The terms “Investor” and “Special Limited Partner” shall refer to the investor member and special member of the limited liability company.

- ii. Liquidity Following Stabilized Operations - Guarantor's liquidity, when combined with funded Operating Reserves, must equal 12 months debt plus operating expenses (Est. \$482K).
- iii. Net Worth During Construction – must be at least 60% of total construction hard costs (Est. \$4.68MM).
- iv. Net Worth During Operations – \$2.0 million

Additional parties are described in Attachment A.

- 4. Partnership Agreement and Percentage Interests. The General Partner and the Limited Partners will enter into a partnership agreement (the “**Closing**”) based on a form provided by and acceptable to Aegon (the “**Partnership Agreement**”).⁴ The ownership interests of the Partnership will be as follows: General Partner 0.01%, Investor 99.99%, and Special Limited Partner 0.00% (collectively, the “**Percentage Interests**”).
- 5. Tax Credits.
 - A. Federal Tax Credits. The Partnership owning the Project has, or anticipates receiving, an allocation of federal low-income housing tax credits (the “**Federal Tax Credits**”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”) from the state credit allocating agency (the “**Credit Agency**”). The total amount of Federal Tax Credits is expected to be \$9,000,000 (the “**Projected Federal Tax Credits**”) which assumes a Federal Tax Credit Rate of 9% with respect to new construction costs.
- 6. Economic Projections. The terms set forth in this Letter are based upon financial forecasts dated March 30, 2020, prepared by Aegon (with information from the Sponsor). Concurrent with the Closing, the parties shall agree on final economic projections to be prepared by Aegon and attached as an exhibit to the documents executed at Closing (the “**Economic Projections**”).
- 7. Capital Contributions.
 - A. Original Commitment. Assuming that the Projected Federal Tax Credits and other benefits are delivered to the Investor, the Investor will make a total capital contribution to the Partnership of approximately \$8,009,199 (the “**Original Commitment**”) or \$0.89 per dollar of the Projected Federal Tax Credits (the “**Credit Price**”). The Investor's capital contribution will be paid in installments as follows:

⁴ The term “Partnership Agreement” shall refer to the operating agreement or limited liability company agreement.

- i. 15% or \$1,256,380 will be paid upon (1) the admission of the Limited Partners as limited partners of the Partnership, and (2) satisfaction of the following: (a) the Partnership's closing of the construction loan(s) and permanent loan(s), as applicable, for the Project, (b) the Partnership's receipt of acceptable permanent loan commitment(s), as applicable, (c) the Credit Agency's issuance of a valid reservation of Federal Tax Credits for the Project, and (d) acquisition of the land and development rights by the Partnership. It is estimated that this installment will be due no earlier than June 1, 2020.
 - ii. 50% or \$4,004,600 will be paid upon (1) the lien-free completion of the Project ("**Completion**") as evidenced by the following: (a) delivery of certificates of occupancy for the Project, (b) delivery of the Architect's Certificate of Completion for 100% of the units in the Project, (2) evidence that the applicable reserves (namely the lease-up reserve) described in the Partnership Agreement (summarized below) are, or will be, concurrently fully funded, and (3) satisfaction of all other related conditions set forth in the Partnership Agreement for this installment. It is estimated that this installment (the "**Completion Installment**") will be due no earlier than October 1, 2021.
 - iii. 25% or \$2,002,300 will be paid upon the satisfaction of the following (1) achievement of a physical occupancy level of at least 93%, with each tax credit unit having been occupied at least once by a qualified tenant so that 100% of the Projected Federal Tax Credits are available (this shall be evidenced by delivery of a copy of the initial tenant files and the compliance audit), (2) repayment in full of the construction loan(s), as applicable, (3) completion of a draft cost certification acceptable to the Investor, and (4) satisfaction of all other related conditions set forth in the Partnership Agreement for this installment. It is estimated that this installment (the "**Qualified Occupancy Installment**") will be due no earlier than May 1, 2022.
 - iv. 8.75% or \$700,805 will be paid upon the satisfaction of the following: (1) closing of the permanent loan(s), (2) completion of a final cost certification acceptable to the Investor, (3) an accountant's certificate or tax return detailing the Federal Tax Credits for the first year and supporting the Federal Tax Credits delivered to the Investor, (4) delivery of as-built drawings, including an as-built ALTA survey, (5) evidence that the applicable reserves (namely the operating reserve) described in the Partnership Agreement
-

(summarized below) are, or will be, concurrently fully funded, (6) the minimum debt service coverage ratio of 1.15:1.00 on the must-pay permanent loan(s) has been met on average for the most recent three consecutive months with no month below a 1.10:1.00, and the final month being at least a 1.15:1.00, and (7) satisfaction of all other related conditions set forth in the Partnership Agreement for this installment. It is estimated that this installment (the “**Occupancy Installment**”) will be due no earlier than May 1, 2022.

- v. The final 1.25% or \$100,115 will be paid upon the satisfaction of the following: (1) Receipt of a signed IRS form 8609 for each building in the Project, (2) evidence that the applicable reserves described in the Partnership Agreement (summarized below) are, or will be, concurrently fully funded, and (3) satisfaction of all other related conditions in the Partnership Agreement for this installment. It is estimated that this installment (the “**Final Installment**”) will be due no earlier than July 1, 2022.

The final amount of Original Commitment and the timing and the amount of the installments shall be based on the Economic Projections at the Closing, subject to the adjustments as set forth in Paragraph 7B below.

B. Adjustments to Tax Credits.

- i. Amount of Federal Tax Credits. If the actual amount of Federal Tax Credits delivered to the Investor, as determined by the Partnership Accountants, is greater or less than the Projected Federal Tax Credits, then the Investor’s capital contribution will be adjusted from the Original Commitment as of the Occupancy Installment and the Final Installment based on the Credit Price for the Federal Tax Credits, subject to the limitation in Paragraph 7(B)(vi).
- ii. Change in First Year Federal Tax Credits. If actual Federal Tax Credits delivered in year 2021 (the “**First Year**”) are less than \$254,520 (the “**Projected First Year Federal Tax Credits**”), but the shortfall is shifted to year eleven, the Investor’s capital contribution will be reduced from the Original Commitment by \$0.41 per dollar of shifted Federal Tax Credit.

If actual Federal Tax Credits delivered in the First Year are more than the Projected First Year Federal Tax Credits, the Investor’s capital contribution will be increased from the Original Commitment by \$0.41 per dollar of shifted Federal Tax Credit, subject to the limitation in Paragraph 7(B)(vi).

- iii. Change in Second Year Federal Credits. If actual Federal Tax Credits delivered in year 2022 (the “**Second Year**”) are less than \$897,638 (the “**Projected Second Year Federal Tax Credits**”), but the shortfall is shifted to year twelve, the Investor’s capital contribution will be reduced from the Original Commitment by \$0.41 per dollar of shifted Federal Tax Credit.

If actual Federal Tax Credits delivered in the Second Year are more than the Projected Second Year Federal Tax Credits, the Investor’s capital contribution will be increased from the Original Commitment by \$0.41 per dollar of shifted Federal Tax Credit, subject to the limitation in Paragraph 7(B)(vi).

- iv. Personal Property Depreciation Adjuster. The Economic Projections assume \$875,000 in development costs will qualify as depreciable personal property (currently projected at \$13,257 per unit) which will be placed in service on a pro rata basis as completed residential units are placed in service. The depreciable basis assumptions will be subject to verification by a segregated cost study to be prepared by the Project Accountants paid for by the Partnership. To the extent the Accountants determine as of the Occupancy Installment that the actual depreciable personal property is less than 90% of the projected amount, the capital contribution shall be reduced by \$0.10 for every dollar the actual amount is less than the projected amount.
- v. Site Work Depreciation Adjuster. The Economic Projections assume \$853,730 in development costs will qualify as depreciable site work (currently projected at \$12,935 per unit) which will be placed in service on a pro rata basis as completed residential units are placed in service. The depreciable basis assumptions will be subject to verification by a segregated cost study to be prepared by the Project Accountants paid for by the Partnership. To the extent the Accountants determine as of the Occupancy Installment that the actual depreciable site work is less than 90% of the projected amount, the capital contribution shall be reduced by \$0.09 for every dollar the actual amount is less than the projected amount.
- vi. Limitation on Upward Adjuster. Under no circumstances shall the cumulative upward adjuster for the Federal Tax Credits exceed 5% of the Original Commitment as approved by the Aegon Investment Committee.

- 8. Project Financing. It is anticipated that the Project will be financed in the manner described in Attachment A (the “**Project Financing**”). The amount, terms and documentation of Project Financing will be subject to the approval of Aegon and
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Aegon's counsel. Any subsequent changes to the Project Financing will require the prior written consent of the Investor.

9. Obligations of Guarantors. The Guarantors will guarantee certain obligations of the General Partner and the Developer under the Partnership Agreement and Development Services Agreement pursuant to an unconditional guaranty which shall be secured by the General Partner's interest in the Partnership and a pledge of the Developer Fee and the Property Management Fee. Such guaranteed obligations shall include, but not be limited to, the following:
 - A. Financing Guaranty. The General Partner shall cause the Partnership to take all actions necessary to allow the Partnership to achieve Permanent Loan Conversion including advances any and all funds necessary to allow the Partnership to achieve Permanent Loan Conversion. This obligation shall be guaranteed by the Guarantors.
 - B. Completion and Development Deficiency Guaranty. The Guarantors will guaranty the lien-free completion of the Project on or before November 1, 2021 (the "**Required Completion Date**") and that construction will stay reasonably on schedule to ensure that the Project is completed by the Required Completion Date (the "**Completion Guaranty**"). The Completion Guaranty will require that the Project be completed by the Required Completion Date in a good and workmanlike manner, in accordance with the plans, specifications and budget approved by the Investor. The Completion Guaranty will require that the Guarantors provide any funds in excess of Project sources required to complete the Project or fund any Development Deficiency (as defined in the Partnership Agreement) prior to the date the Project has reached its full expected qualified occupancy, break-even operations and permanent loan conversion (the "**Rent-Up Date**"). Any funds advanced under the Completion Guaranty may be treated as a General Partner capital contribution to the Partnership, provided such treatment does not result in loss or reallocation of any tax benefits intended for the Investor to the General Partner.
 - C. Repurchase Option. The Guarantors will be required to purchase the Investor's interest in the Partnership at any time if (i) the Project fails to be placed in service on or before the date necessary to preserve the Federal Tax Credits or satisfy the Project Financing, (ii) it becomes apparent that more than 30% of the projected tax benefits are not likely to be realized; (iii) proceedings are commenced, filed or initiated to foreclose any loans prior to the Rent-Up Date or permanently enjoin construction or rehabilitation of the Project and such proceedings have not been stayed or vacated within sixty (60) days of commencement, filing or initiation; (iv) the failure of the Partnership to obtain and deliver to the Investor Forms 8609 for each building in the Project by the date required to enable the Investor to claim
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Tax Credits for the First Year; (v) there is not a valid Extended Use Agreement recorded against the Project prior to the end of the First Year; (vi) the construction schedule of the Project is delayed in excess of nine (9) months from the construction schedule agreed to at Closing, or as approved by the Investor after closing, or construction completion will not occur in time to meet the placed-in-service date; (vii) the failure of less than ninety percent (90%) of the rental units to be a qualified rental unit within 12 months of the Required Completion Date; (viii) the failure of the Partnership and/or the Project to satisfy any of the housing tax credit conditions necessary to enable the Investor to claim the Federal Tax Credits for the First Year; (ix) a commitment for any loan is terminated or materially altered without the consent of the Investor and no alternative loan commitment is provided by the General Partner and approved by the Investor; (x) the Rent-Up Date does not occur on or before May 1, 2022; (xi) prior to the Rent-Up Date, the occurrence of a casualty or condemnation of the Project and the insurance proceeds shall be insufficient to restore the Project within 24 months of the casualty; (xii) a material default occurs under any of the Project documents that is not cured within applicable cure periods prior to the Rent-Up Date; (xiii) a loss or reduction in any grant, tax exemption or abatement, or rental subsidy that is necessary to construct or operate the Project or that has been relied upon by the Investor in making its determination to invest in the Partnership, and such default or condition is not cured within the lesser of 30 days or one-half of any applicable cure period set forth in the Loan Documents and/or Project documents; (xiv) fails to get a carryover allocation, or (xv) fails to meet 10% test. The purchase price shall equal the Investor's capital contribution installments paid to date, plus interest per annum at a rate equal to the Prime Rate + 125bps, compounded monthly, plus the actual out-of-pocket costs of the Investor (including legal, accounting, and consulting) less any tax benefits actually received by the Investor.

- D. Operating Deficit Guaranty. For a period of 60 months following the date of payment of the final equity contribution of the Investor (the “**Operating Deficit Guaranty Period**”), the Guarantors will provide an operating deficit guaranty (the “**Operating Deficit Guaranty**”) pursuant to which the Guarantors will advance any amounts necessary to fund operating deficits of the Partnership arising after the Rent-Up Date once the Operating Reserve (defined below) is depleted. Any amounts so advanced will constitute interest-free loans to the Partnership (“**Operating Loans**”) repayable only out of future available cash flow or the proceeds of a sale or refinancing. The Guarantors will not be required to advance further Operating Loans at any time when the total of all outstanding Operating Loans equals or exceeds eight months debt and expenses (currently estimated to be \$321,338 (the “**Deficit Guaranty Threshold**”)); provided
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however, the Deficit Guaranty Threshold shall not apply to any Operating Loans necessary to pay operating deficits as a result of the failure to attain, the termination of, or the reduction of, any anticipated property tax exemption. Upon the expiration of the Operating Deficit Guaranty Period, the guaranty will be released so long as the following conditions are satisfied: (1) the Project has achieved an average debt service coverage ratio of 1.15:1.00 for the preceding twelve-month period, with no month below a 1.00:1.00 debt service coverage ratio, based on the audited financial report, (2) no material defaults exist under the Project Documents, (3) the Operating Deficit Reserve is fully funded, (4) all current and accrued asset management fees have been fully paid, (5) no recapture event has occurred, and (6) all reports required under the Partnership Agreement have been provided.

- E. Tax Credit Guaranty. The Guarantors will guaranty to make the Investor whole for (1) any shortfall in Federal Tax Credits as compared to the Projected Federal Tax Credits, (2) any deferral of Federal Tax Credits, and (3) any recapture, loss or other disallowance of Federal Tax Credits (the "**Tax Credit Guaranty**"). The Guarantors will not be liable to the Investor for a recapture of Federal Tax Credits resulting from a change in tax law, or solely from the Investor's actions or tax status.
- F. The Guarantors will advance any monies necessary to pay any taxes payable by the Investor due to an allocation of net income from the Partnership in any year (provided that amounts due under this clause shall be payable only to the extent there is insufficient operating cash flow in such year to pay these costs, and in all events will be calculated on an after-tax basis).
- G. The Guarantors will indemnify the Investor and the Partnership from any environmental concerns or issues raised from the review of the environmental reports.

10. Reserves.

- A. Operating Reserve. The General Partner will cause the Partnership to create and hold an operating reserve at the time of the closing of the permanent loan(s) of at least \$160,669 (the "**Operating Reserve**"). The Operating Reserve must maintain a minimum balance of four months' operating expenses, debt service and replacement reserves, currently estimated to be \$160,669 (the "**Minimum Balance**"). The Operating Reserve may be used to pay operating expenses or debt service. Any withdrawals from the Operating Reserve shall require the Investor's consent. After the end of the Credit Period and at such time as the Project has achieved an average 1.15:1.00 Debt Service Coverage Ratio for the most recent audited period of 12 consecutive months, with no month falling below a 1.00:1.00 Debt
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Service Coverage Ratio, funds in the Operating Reserve may be reduced to a minimum balance equal to three months' operating expenses, debt service and replacement reserves, currently estimated to be \$120,502. Funds in the Operating Reserve may be released after the end of the Compliance Period at such time as the Project has achieved an average 1.15:1.00 Debt Service Coverage Ratio for the most recent audited period of 12 consecutive months, with no month falling below a 1.00:1.00 Debt Service Coverage Ratio.

- B. Lease-Up Reserve. The General Partner will, by the time the Project is placed in service as evidenced by the certificates of occupancy, cause the Partnership to create and hold a lease-up reserve of at least \$30,000 (the "**Lease-Up Reserve**") to fund deficits during lease-up. Any amount remaining in the Lease-Up Reserve as of the Rent-Up Date will be released to cover other Project costs.
 - C. Capital Replacement Reserve. Following the issuance of certificates of occupancy for the Project, the General Partner will cause the Partnership to fund a capital replacement reserve in the amount of \$250 per unit per year (the "**Capital Replacement Reserve**"). The Capital Replacement Reserve will be funded pro-rata in the initial year of occupancy for the period following the initial rent-up. The annual deposit to this Capital Replacement Reserve will increase at 3% per year for the term of the Partnership. The Capital Replacement Reserve shall be available for the General Partner to make necessary repairs and improvements, with notice to the Investor. Prior written consent of the Investor will be required for expenditures in excess of \$10,000, and any expenditure that would reduce the balance of the Capital Replacement Reserve below \$16,500.
11. Distribution of Cash Flow. Annual operating cash flow of the Partnership, after payment of operating expenses, debt service on the payment of must-pay permanent loan(s), payment of any partner loan made by the Investor and funding of the Capital Replacement Reserve, shall be utilized in the following order:
- A. to payment of any unpaid tax credit adjusters due to the Investor;
 - B. to payment of the current and any accrued and unpaid annual Asset Management Fee to Aegon;
 - C. to the Investor an amount equal, on an after-tax basis, to any taxes payable by the Investor due to an income allocation from the Partnership;
 - D. 100% to payment of any deferred Developer Fee Note until paid;
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- E. in the event the Operating Reserve falls below the minimum amount stated in Section 10.A., to the replenishment of the Operating Reserve to such minimum amount;
- F. to repayment of any subordinated Property Management Fees (including accrued, but unpaid, Property Management Fees);
- G. to repayment of any Operating Loans;
- H. to payment of any current annual Partnership Management Fee to the General Partner;
- I. 90% to the General Partner, to pay the Incentive Management Fee; and
- J. to the Partners, distributed 10% to the Investor and 90% to the General Partner.

Notwithstanding the foregoing, cash flow amounts distributable to the General Partner (or its affiliates) as an Incentive Management Fee, a Partnership Management Fee, and/or pursuant to the final cash flow split will be reduced, and cash flow amounts distributable to the Investor will be increased, to the extent necessary to ensure that the Investor receives a distribution of cash flow in each year equal to 10% of the total amount distributable to the Investor and General Partner in such year (provided that the total distributable amount for this purpose will not include payment of the Developer Fee Note, repayment of Operating Loans, repayment of any subordinated Property Management Fees, Investor tax payments, or payment of the Asset Management Fee).

12. Distribution of Sale or Refinance Proceeds. Distribution of net proceeds, after satisfaction of all transaction costs and third-party debt from a refinancing or a sale of the Project to a third party shall be utilized in the following order:

- A. to payment of any partner loan made by the Investor;
 - B. to payment of any unpaid tax credit adjusters due to the Investor;
 - C. to the Investor an amount equal to, on an after-tax basis, the federal, state and local taxes (if any) owed by it as a result of the sale or refinancing;
 - D. to payment of any deferred Developer Fee Note outstanding;
 - E. to payment of any current and any accrued and unpaid Asset Management Fee due to Aegon;
 - F. to payment of any Operating Loan;
 - G. to the Investor a disposition fee of \$50,000, and
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H. to the Partners, distributed 10% to the Investor and 90% to the General Partner.

13. Allocation of Tax Credits, Losses and Cash Flow. The Partnership Agreement will specify that profits, losses, and Federal Tax Credits, will be allocated to the Partners in accordance with the Percentage Interests, subject to special allocation provisions required by the Regulations issued under Section 704(b) of the Internal Revenue Code.

14. Purchase Rights.

A. Option to Purchase Project After Compliance Period. The General Partner shall have an option for two (2) years beginning the year following the end of the compliance period as defined in Code Section 42 (the “**Compliance Period**”) to purchase the Project from the Partnership for (A) the greater of (i) the fair market value of the Project (including the real property), subject to applicable rent restrictions, or (ii) the assumption of outstanding debt plus any tax obligation of the Limited Partners as a result of the sale, plus (B) any unpaid credit adjusters.

B. Option to Purchase Limited Partner Interest After Credit Period. The General Partner shall have an option for two (2) years beginning the year following the end of the Credit Period to purchase the Partnership Interest of the Limited Partners’ for the greater of (A) the fair market value of the Limited Partner interest, or (B) (i) any tax obligation of the Limited Partners as a result of the sale plus (ii) any unpaid credit adjusters plus (iii) any unpaid Asset Management Fees. In the event that the Limited Partners exercise such Early Put Option, the Partnership, the General Partner and the Guarantor shall execute such documents as the Limited Partners deem necessary to protect against any adverse tax consequences, including without limitation any potential tax credit recapture. Such documentation shall include, but not be limited to, a guaranty and/or indemnity (which shall contain among other things, an ongoing reporting obligation to the Limited Partners) in such forms as reasonably approved by the Limited Partners.

C. Early Put Option. At any time after the 10-year Credit Period, the Investor and the Special Limited Partner shall have the right, but not the obligation, to put their limited partnership interests back to the General Partner for the greater of: (i) \$100 (Investor Limited Partner) and \$10 (Special Limited Partner) respectively or (ii) any unpaid credit adjusters plus any tax obligation of the Limited Partners and reasonable fees and expenses as a result of the sale (the “**Early Put Option**”). In the event that the Limited Partners exercise such Early Put Option, the Partnership, the General Partner and the Guarantor shall execute such documents as the Limited Partners deem necessary to protect against any adverse tax consequences,

including without limitation any potential tax credit recapture. Such documentation shall include, but not be limited to, a guaranty and/or indemnity (which shall contain among other things, an ongoing reporting obligation to the Limited Partners) in such forms as reasonably approved by the Limited Partners.

15. Fees. The Partnership shall pay the following fees:

- A. Developer Fee. The Developer will earn a fee (the “**Developer Fee**”) which shall not exceed the maximum amount allowed by the Credit Agency. **The Developer Fee is expected to be \$1,386,828, with \$551,390 deferred.** The paid portion of the Developer Fee (\$835,438) will be paid as follows: 30% (\$250,631) at Closing Installment, 30% (\$250,631) at Completion Installment, 28.02% (\$234,060) at Stabilization Installment and 11.98% (\$100,115) at Final Installment. This amount may increase or decrease depending on actual development costs and available sources, but the Developer Fee shall not be increased by savings due to a change in the scope of work, or reduction in quality of the Project. The Developer Fee will have been earned no later than the end of the first year of the Credit Period, even if not paid in full at that time, so that the Developer Fee can be included in eligible basis. The Developer Fee shall be paid in accordance with a schedule approved by the Investor. If the Deferred Developer Fee is not paid within 13 years of the date of Completion, the General Partner will contribute the capital needed to the Partnership to pay off the Deferred Developer Fee in full. This obligation will be guaranteed by the Guarantors.
 - B. Asset Management Fee. To the extent available from annual cash flows, Aegon shall receive a fee (the “**Asset Management Fee**”) of \$5,000 per year (which shall increase at 3% per annum), payable in the priority set forth in the “**Distribution of Cash Flow**” above. This fee will begin after Completion. The fee will accrue to the extent it is unpaid in any given year during the term of the Partnership.
 - C. Construction Monitoring Fee. Until completion of the Project is achieved, Aegon shall receive a fee of up to [TBD] per month to cover the cost of monthly construction inspection from the Closing to lien-free Completion of the Project. In the event Aegon and the Construction Lender are able to share a construction inspector which meets Aegon’s requirements in its sole discretion, this fee may be subject to reduction.
 - D. Partnership Management Fee. To the extent available from annual cash flows, and after the delivery of annual financial reports and Partnership tax returns to the Investor, the General Partner will earn an annual fee (the “**Partnership Management Fee**”) in the amount of \$25,000 (which shall increase at 3% per annum). The Partnership Management Fee will be
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payable in the priority set forth in the “**Distribution of Cash Flow**” above. Under no circumstances will this fee accrue if unpaid.

- E. Incentive Management Fee. To the extent available from annual cash flow after all other priorities, and if the General Partner is in compliance with all of its obligations under the Partnership Agreement, the General Partner shall receive a fee of up to 90% of surplus cash (the “**Incentive Management Fee**”). Under no circumstances will this fee accrue if unpaid.
- F. Property Management Fee. The Property Manager of the Project shall earn an annual fee up to a maximum of 5.0% of the Project’s gross collected income (the “**Property Management Fee**”). The Property Manager may be terminated in the event of the removal of the General Partner.

Notwithstanding anything to the contrary contained herein, in no event shall the sum of the Incentive Management Fee, Partnership Management Fee exceed twelve percent (12%) of gross cash receipts from operations.

- 16. General Partner Duties and Obligations. The General Partner shall be responsible for the day-to-day management of the Partnership and all other General Partner obligations in the Partnership Agreement. The Investor will have certain consent rights set forth in the Partnership Agreement.
 - 17. Removal. The Investor shall have the right to remove the General Partner and replace it with the Special Limited Partner if a material default occurs. A material default shall include any of the following events:
 - A. bankruptcy of the General Partner, affiliates of the General Partner, or any of the Guarantors provided, however, that the bankruptcy of a Guarantor shall not immediately result in the Investor’s right to exercise removal if the General Partner can demonstrate, in the Investor’s sole and absolute discretion, that the remaining Guarantors have sufficient net worth and liquidity to satisfy the Investors or if the General Partner provides a substitute Guarantor that is satisfactory to the Investor in its sole and absolute discretion;
 - B. an uncured breach by the General Partner in the performance of any of its obligations under the Partnership Agreement upon notice granted in the Partnership Agreement;
 - C. failure by the General Partner to have taken all steps necessary to assure completion of the Project on or before the Required Completion Date within 45 days of notice of the determination by the Special Limited Partner that completion is unlikely to occur by the Required Completion Date;
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- D. an uncured breach by the Guarantors of any obligation under any Guaranty;
- E. an uncured default by the Partnership or the General Partner under any Project document (including obligations under any of the Project Financing);
- F. the violation by the General Partner of any law, regulation or order applicable to the Partnership which has or may have a material adverse effect on the Partnership or the Project; or
- G. the violation by the General Partner of its fiduciary duties as a general partner of the Partnership.

18. Self-Dealing Provisions: General Partner or Affiliates Dealing With the Partnership. The General Partner or any affiliate of the General Partner (an “**Affiliate**”) shall have the right to contract or otherwise deal with the Partnership for the sale of goods or services to the Partnership under the following circumstances:

- A. any and all payments to the General Partner or an Affiliate shall be fully disclosed to the Investor;
- B. the fees, terms and conditions associated with the goods and services purchased are as favorable to the Partnership as would be obtainable in an arm’s-length transaction; and
- C. any required lender or governmental consent is obtained.

Upon execution of the Partnership Agreement, the Investor shall be deemed to have approved the Developer Fee, the Partnership Management Fee, the Incentive Management Fee and the Property Management Fee, as described above in this Letter.

The Partnership shall furnish to the Investor copies of all agreements between the Partnership and the General Partner or an Affiliate, in advance of the effective date of such agreements. The Investor shall have the right to object and void any such contract within 30 days of the Investor’s receipt of such agreement, for those agreements which would result in projected payments by the Partnership to the General Partner or an Affiliate of \$15,000 or more in any 12-month period or upon the removal of the General Partner.

19. Reporting. The Partnership will prepare quarterly and annual reports as set forth in the Partnership Agreement in form and substance satisfactory to the Investor. The General Partner shall prepare and deliver to the Investor (i) quarterly reports within thirty (30) days after the end of each quarter and (ii) annual reports within forty-five (45) days after the end of each fiscal year.

20. Representations and Warranties. The General Partner shall provide the Investor with certain representations and warranties in the Partnership Agreement.
 21. Indemnity Agreements. The Partnership Agreement shall provide that the General Partner shall indemnify Aegon, the Limited Partners, and their officers, directors and affiliates for any untrue statement of fact or omission in connection with the development of the Project, the investment by the Investor in the Partnership and the execution of the Partnership Agreement. The General Partner shall also indemnify Aegon, the Limited Partners, the Partnership, and their officers, directors and affiliates against any environmental liabilities, and for acts by the General Partner and the Partnership of gross negligence, willful misconduct and malfeasance. These indemnity obligations shall be guaranteed by the Guarantors. This Indemnity shall survive the execution of the contemplated Partnership Agreement and all other Closing matters set forth in the “**Conditions to Closing**”.
 22. Transfer of the Investor Interest. Prior to Closing, the Investor will have the right to substitute one or more Approved Affiliates as the limited partner without the consent of the General Partner. After Closing, the Investor may assign its interest in the Partnership to one or more Approved Affiliates without the consent of the General Partner. “**Approved Affiliate**” is defined to mean (i) an Aegon insurance company, (ii) a limited partnership whose general partner is an Aegon affiliated company, (iii) a limited liability company whose managing member or non-member manager is an Aegon affiliated company, or (iv) any entity that Aegon, or an affiliate of Aegon, directly or indirectly has the power to direct the management, financial, legal, beneficial and/or day-to-day operations of, either by ownership or contract.
 23. Transfer of General Partner Interests in the Partnership and the General Partner. The General Partner shall not sell, transfer, assign, pledge or encumber any portion of its interests in the Partnership without the prior written consent of the Investor. Certain transfers of interest in the General Partner among the holders of such interests may be approved by the Investor, so long as there is no change in the management or control of the General Partner.
 24. Insurance. The Partnership shall maintain insurance satisfactory to the Investor. The Investor and Special Limited Partner shall be an additional named insured. The qualifications of the insurers must be acceptable to Aegon.
 25. Investment Committee Approval. The proposed investment by the Investor is subject to the approval of the Aegon Investment Committee, in its sole and absolute discretion, which currently meets weekly. It is necessary for Aegon to receive the documents listed on Attachment B prior to seeking approval of the Aegon Investment Committee. Subject to receipt of the foregoing documents, approval of the Aegon Investment Committee will be sought at the earliest feasible date but not
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later than the later of (i) four weeks after the execution of this Letter or (ii) three weeks after receipt of all of the documents listed on Attachment B.

26. Conditions to Closing. Closing shall be subsequent to the approval of the Aegon Investment Committee and the satisfaction of certain closing conditions, which include but are not limited to:

A. Due Diligence: Aegon's satisfactory due diligence review of the Project, which shall include, but not be limited to:

- i. Development Team Experience Information: the due diligence review of the Sponsor, the Developer, the General Partner, and any other Guarantors, if any, the Property Manager and the Contractor, including the qualifications and financial statements of the Developer, the General Partner, and the Guarantors and qualifications and insurance capacity of the Property Manager and the Contractor.
 - ii. Feasibility Operating Information: the Project pro forma with operating budget statements of prior or comparable operating history, and a market study or appraisal acceptable to Aegon, and a Project development schedule.
 - iii. Finance: (a) financing letters of commitment for all construction loan(s) and permanent loan(s) and (b) loan documents for all loans to close on or before the Closing.
 - iv. Tax Credit Information: copies of all applications for tax credits and/or tax exempt bond volume cap, the credit reservation letter, correspondence with the Credit Agency, any carryover allocation agreement, tax credit modification agreement, and 10% test submission, including any cost certification, back-up information, and accountant and/or attorney opinion.
 - v. Environmental and Engineering: (a) an acceptable Phase I (and Phase II, if needed) site assessment report on the Project, and evidence that any identified environmental hazards have been fully abated, or submission of a plan acceptable to Aegon to remediate the environmental hazard; (b) review of all engineering reports, environmental documents, construction documents and/or as-built drawings, or property condition reports, as applicable and (c) evidence that the Project will satisfy all applicable municipal codes and Aegon's criteria for construction quality, seismic resistance, and life safety. At Aegon's option, Aegon may hire its own
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environmental consultant to perform a Phase I (and Phase II, if needed) site assessment report on the Project.

- vi. Survey and Title: an acceptable ALTA survey, title report and title commitment for title insurance in an amount and with endorsements acceptable to Aegon.
 - vii. Insurance: evidence of all insurance for Partnership, Architect, Contractor and other third parties acceptable to Aegon.
- B. Satisfactory Documentation: preparation of a Partnership Agreement, the Guaranties and related documents (collectively the “**Documents**”). The form of the Documents will be provided by Aegon’s counsel.
- C. Opinions: Aegon’s review of corporate and tax opinions, in form and substance acceptable to Aegon. Aegon’s counsel shall provide the tax opinion.
- D. Milestones Necessary to Closing the Partnership: evidence of the closing of the construction loan(s) and permanent loan(s), as applicable, and commitment of the fixed permanent loan(s); evidence of the Federal Tax Credit reservation; evidence of title insurance and other required insurance; a construction permit; a signed construction contract with payment and performance bonding, and satisfaction of certain other conditions precedent to be set forth in the Partnership Agreement.
- E. Identification of an Investor: identifying and receiving a commitment from a third-party investor to invest in an Aegon sponsored fund that will invest in the Project described in this Letter.
27. Transaction Expenses. The Sponsor, the General Partner and the Developer will be responsible for transaction expenses commissioned in connection with the proposed investment in the Project. Under no circumstances shall Aegon or the Investor be responsible for any of these expenses, whether or not the proposed investment is closed. These expenses shall include, without limitation:
- A. The cost of any appraisal or market study of the Project;
 - B. The cost of all environmental reports and additional testing;
 - C. The cost of an ALTA survey;
 - D. Any brokerage, consulting or legal fees and expenses of the General Partner, including the fees for any legal opinions rendered by the General Partner’s counsel;
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March 30, 2020

- E. Accountant's fees and expenses for preparing the financial statements of the General Partner and the Guarantors;
- F. Any taxes or fees imposed on the transfer of the limited partnership interest to the Investor;
- G. Premiums for title insurance policies or endorsements to existing title insurance policies updating the insurance coverage and, if necessary, increasing the amount of its coverage to the full amount of the equity and debt for the Project.

If the Closing occurs, the foregoing expenses shall be borne by the Partnership to the extent reflected in the Economic Projections for the Project.

Furthermore, all the Investor's third-party due diligence and legal fees and expenses incurred in connection with the Closing of this transaction by the Investor shall be paid for by the Partnership at Closing. The Investor will increase its initial equity installment to compensate the Partnership for having to incur these costs.

28. Confidentiality/Cease to Market. Until Closing, the Sponsor, the General Partner and the Developer agree not to disclose any of the terms of this Letter to anyone who is not a participant or potential lender to the transaction. Notwithstanding anything to the contrary contained herein, (i) each party to this Letter may disclose the tax structure of the proposed transaction to any party without restriction, and (ii) Aegon shall have the right to disclose any information received in conjunction with their proposed investment in the Partnership to (i) any entity holding, either directly or indirectly, an ownership interest in the Investor, and (ii) any entity who is considering acquiring, either directly or indirectly, an interest in the Investor. Such disclosure may include, without limitation, any or all documents received in conjunction with Aegon's due diligence review (including, but not limited to, personal identifiable information and financial statements for the Sponsor, the General Partner, the Developer, and the Guarantors). Furthermore, upon execution of this Letter, the Sponsor, the General Partner and the Developer agree not to further solicit and/or market the Project and the investment to other third-party tax credit investors and shall suspend any current negotiations with such third-party tax credit investors.

29. Termination. This Letter reflects our mutual understanding, but each party acknowledges that the provisions of the Letter (other than the Transaction Expenses, Confidentiality/Cease to Market and Termination Sections) are non-binding, and not intended to create or constitute any legally binding obligation between the parties. Neither party shall have any liability or obligation with respect to these non-binding provisions. Neither party, nor any third-party, shall take any action, or refrain from taking any action, in reliance on this Letter. The proposed general terms set forth in this Letter shall expire seven (7) calendar days from the

date of this Letter. Furthermore, in the event that the proposed transaction does not close on or before April 30, 2020, this Letter shall be deemed terminated and the pricing and other terms contained herein shall be subject to adjustment to reflect the then-current market conditions.

Both parties acknowledge their intention to use commercially reasonable efforts to diligently work together in good faith to cause the terms of this letter to be carried out despite any possible impacts from Force Majeure (as defined in the Partnership Agreement). However if the transaction materially changes due to Force Majeure and, after working together in good faith, the parties cannot reach an agreement on the possible changes to the project, either party may terminate this letter by providing written notice to the other and any costs actually incurred as part of the due diligence process will be paid by the General Partner.

Notwithstanding the foregoing in the event the Investor fails to invest in the Project due to (i) a material change in the assumptions, economic projections, or structure of the investment as stated in this Letter or (ii) some other third-party tax credit investor or syndicator invests in the Project in lieu of the Investor without the consent of the Investor, the Guarantors shall reimburse the Investor for its third-party due diligence, legal fees and expenses incurred in connection with this transaction in an amount not to exceed \$50,000.

Heritage Heights at Big Spring – Big Spring, TX
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March 30, 2020

We look forward to discussing this Letter with you and to a successful partnership.

AEGON USA Realty Advisors, LLC



By: _____
Linda Hill
Vice President

By: *Denise F. Fazio* _____
Denise F. Fazio
Senior Director

cc: Aron Hansen, Esq., In-house Counsel
Blaine Shaffer, Vice President

Agreed and Accepted this ____ day of _____, 2020:

HILL TIDE DEVELOPMENT, LLC

By: _____
Its: _____

GENERATION HOUSING PARTNERS, LLC

By: _____
Its: _____

Attachments
Attachment A - Project Summary
Attachment B - Documents Necessary for Investment Committee Approval Attachment
Attachment C – “The Investor” - details on Aegon Group

PROJECT SUMMARY

1. Location. The Project will be located on approximately 13.985 acres of land located at 120 Airbase Rd, Big Spring, Howard County, TX 79720.

2. Project Description. The Project will consist of seventeen newly-constructed, single-story buildings with 66 units for seniors. Each unit will have a full kitchen, including frost-free refrigerator, dishwasher, and a microwave. The Project will have a centrally-located community building which will contain the management office, laundry facilities, a community room, business center, dining room and a TV/reading room.

The unit mix is expected to be:

Unit Type	Number	Sizes	% AMI	Net Rent	Utility Allowance
One-BR	3	724 sf	30%	\$326	\$53
One-BR	8	724 sf	50%	\$578	\$53
One-BR	18	724 sf	60%	\$705	\$53
One-BR	1	724 sf	60%	\$663	\$53
Two-BR	2	987 sf	30%	\$385	\$69
Two-BR	6	987 sf	50%	\$688	\$69
Two-BR	22	987 sf	60%	\$840	\$69
Two-BR	6	987 sf	60%	\$812	\$69
Totals/Avg.	66	867 sf	55.6%	\$715	\$68

3. Project Financing. It is anticipated that the Project will be financed as follows:

A. Construction Loan. A loan in the amount of \$6,100,000 will be provided by a to-be-determined lender, with an underwritten interest rate of approximately 5.75%. The Construction Loan is anticipated to be paid in full by the time of the closing of the permanent First Mortgage Loan.

B. First Mortgage Loan. A First Mortgage Loan in the amount of \$3,000,000 will be provided by TDHCA, with an interest rate underwritten at 2.50%. The loan will have a term and amortization of 30 years. The First Mortgage Loan will be in accordance with the requirements of the First Mortgage Lender, but in no event will have a debt service coverage ratio of less than 1.15:1.00, after the greater of actual expenses or budget, a vacancy allowance of at least 7.50%, and Capital Replacement Reserves have been set aside. Subject to the approval of the Investor, the first mortgage amount can be increased based on rents and expenses achieved at the time of the permanent loan closing, so long as the aforementioned criteria are met.

C. Additional Subordinate Financing. Additional soft funds in the amount of \$150,250 shall be secured by the Partnership and subject to approval by the Investor.

D. Developer Fee Note. The Developer shall defer a portion of its Developer Fee, currently estimated to be \$551,390 as may be adjusted up or down at the time of cost certification. The Partnership will provide the Developer a note for the deferred Developer Fee at a to-be-determined interest rate not to exceed 2.00%, which interest rate is subject to review and approval by Investor counsel.

E. General Loan Terms. The final terms and conditions of the financing for the Project will be subject to the approval of Aegon and Aegon's counsel. All of the loan documents will contain provisions which allow the Investor to transfer its interests in the Partnership as contemplated in Paragraph 22. None of the financing will be deemed to be "federal grants" or "federal financing" under the meanings of Code Section 42(d)(5).

4. Additional Parties.

A. General Contractor: A third-party contractor acceptable to the Investor, under a guaranteed maximum price contract with 100% payment & performance bond. The bonding company shall be acceptable to Aegon and name the Partnership as an obligee and the Investor as a co-obligee. In the event the bonding company does not maintain an acceptable credit rating, then the Investor may require that the bonds and bonding company be replaced with bonds and a bonding company acceptable to the Investor. In lieu of a payment & performance bond, the General Contractor may provide a letter of credit naming the Investor as a beneficiary in a minimum amount of 15% of the guaranteed maximum price contract. In the event the letter of credit provider does not maintain an acceptable credit rating, then the Investor may require that the letter of credit and letter of credit provider be replaced with a letter of credit and letter of credit provider acceptable to the Investor.

B. Architect: BGO Architects

C. Property Manager: Alpha Barnes Real Estate Services, LLC

D. Partnership Accountant: Tidwell

E. Compliance Monitoring Agent: Selected by Investor; either Novogradac & Company LLP or Reznick Group.

F. Construction Inspector: Selected by Investor, and may be shared with the construction lender.

G. Partnership Counsel: John Shackelford

H. Aegon's Counsel: To be determined.

RESOLUTION NO. 004-2019

A RESOLUTION OF THE CITY COUNCIL OF BIG SPRING, TEXAS, AUTHORIZING SUPPORT FOR A PROPOSAL BY TX BIG SPRING 2019, LTD, TO PURSUE FUNDING FOR AN AFFORDABLE SENIOR RENTAL HOUSING PROJECT TO BE NAMED ‘HERITAGE HEIGHTS AT BIG SPRING’ (TDHCA #19202) AND LOCATED AT 120 AIRBASE ROAD BEING 9.43 ACRES IN BLOCK 1, LOT 1 OF THE BIG SPRING VILLAGE ADDITION AND ZONED MULTIFAMILY DWELLING (MF), IN BIG SPRING, HOWARD COUNTY, TEXAS AND A COMMITMENT OF SUPPORT BY THE CITY OF BIG SPRING OF TWO HUNDRED FIFTY DOLLARS (\$250) IN THE FORM OF A GRANT OR REDUCED FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring has received a request to pursue funding for affordable senior rental housing by TX Big Spring 2019, LTD (“the Applicant”) to be named ‘Heritage Heights at Big Spring’ (TDHCA #19202) and to be located and constructed at 120 Airbase Road in Big Spring, Texas; and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the Heritage Heights at Big Spring; and

WHEREAS, there is a need for affordable rental housing in the community;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1. City of Big Spring, acting through its governing body, hereby confirms that it supports the proposed Heritage Heights at Big Spring located on Airbase Road, Big Spring, TX 79720, and that this formal action has been taken to put on record the opinion expressed by the City of Big Spring, Howard County, Texas; and

SECTION 2. The City of Big Spring, acting through its governing body, hereby approves and authorizes a commitment of development funding to Heritage Heights at Big Spring in the amount of two hundred fifty dollars (\$250) in the form of a grant or reduced fees, and

SECTION 3. For and on behalf of the Governing Body of the City of Big Spring, Texas, the City Manager is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs; and

SECTION 4. This Resolution shall take effect immediately from and after passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring and it is accordingly so ordained.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the **12th** day of **February, 2019** with all members of the Council voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **February, 2019** with all members of the Council voting “aye” for the passage of same.



Terry McDaniel, Mayor Pro Tem

ATTEST:



Tami L. Davis, Assistant City Secretary



City of Big Spring

310 Nolan Street

Big Spring, Texas 79720-2657

February 28, 2019

TX Big Spring 2019, Ltd.
Attn: Chris Applequist
Authorized Representative
17440 Dallas Pkwy, Suite 226
Dallas, TX 75287
Email: chris.applequist@ghdevelopment.com

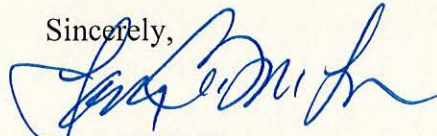
RE: Financial Support for Heritage Heights at Big Spring,
TDHCA #19202-120 Airbase Rd., Big Spring, TX 79720

Dear Mr. Applequist,

On February 26, 2019 the City of Big Spring City Council Approved Resolution No. 04-2019 to provide financial support to the Heritage at Big Spring development located at approximately 120 Airbase Rd., Big Spring, TX 79720. Per Resolution No. 04-2019, the City of Big Spring, TX will contribute at least \$250 toward the construction of Heritage Heights at Big Spring in the form of a grant or reduced fees.

Attached is the Resolution that has been approved by the City Council. If you have any questions or concerns, please feel free to contact Todd Darden, City Manager at 432-264-2401.

Sincerely,



Larry McLellan
Mayor, City of Big Spring

Enclosure

Sponsor Characteristics (Competitive HTC Only)

Self Score Total:

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:

Not Applicable

1. Application is attempting to score as a Qualified Nonprofit or certified HUB and meets the criteria below:

No 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

No 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%** (Not required for HUB of HUD 202 Rehabilitation projects.)

Cash flow from operations: **CANNOT BE LESS THAN 5%**

Developer Fee: **CANNOT BE LESS THAN 5%**

Total: (Must equal at least 50% regardless of structure)

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.

A detailed narrative describing experience in each category is included.



Mark all that apply

Property Management Construction Development Financing Compliance

No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of 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:

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.



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:

Total Points Claimed:

Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

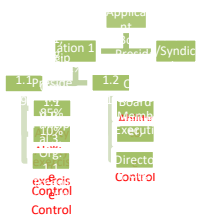
- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

- (A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");
- (B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;
- (C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.



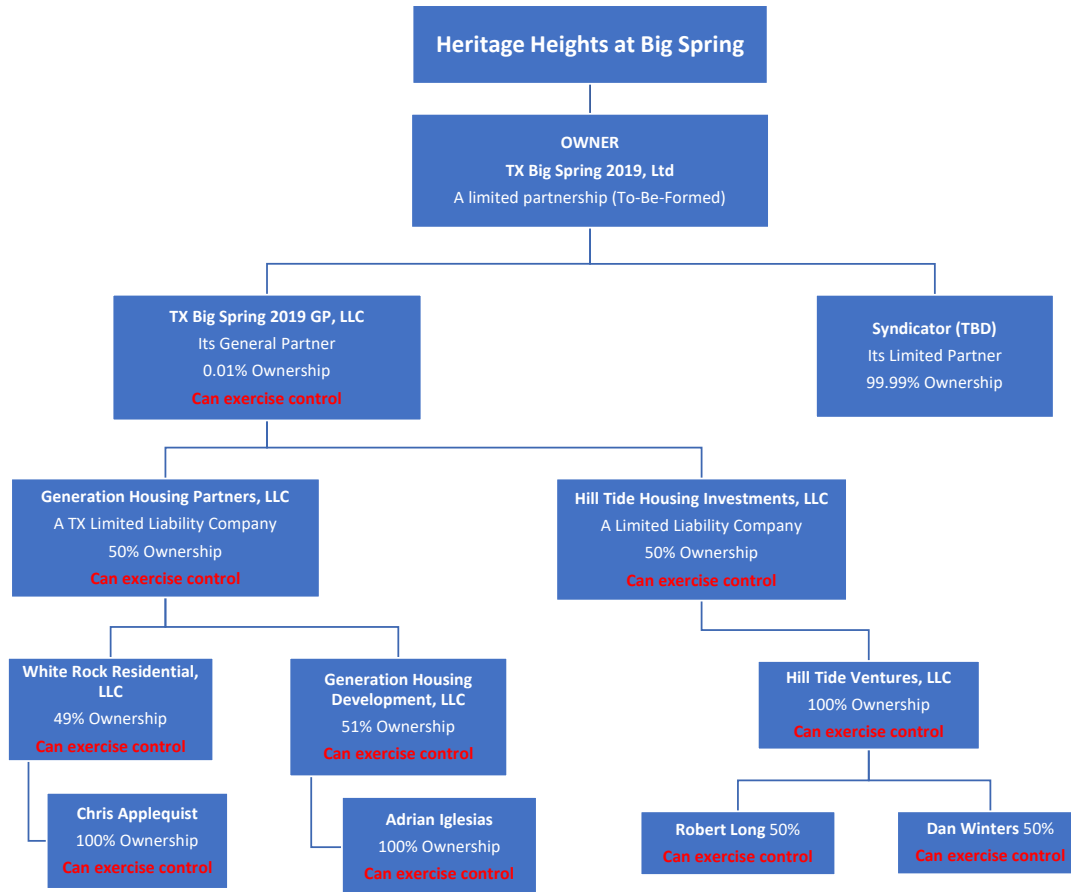
Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.



ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

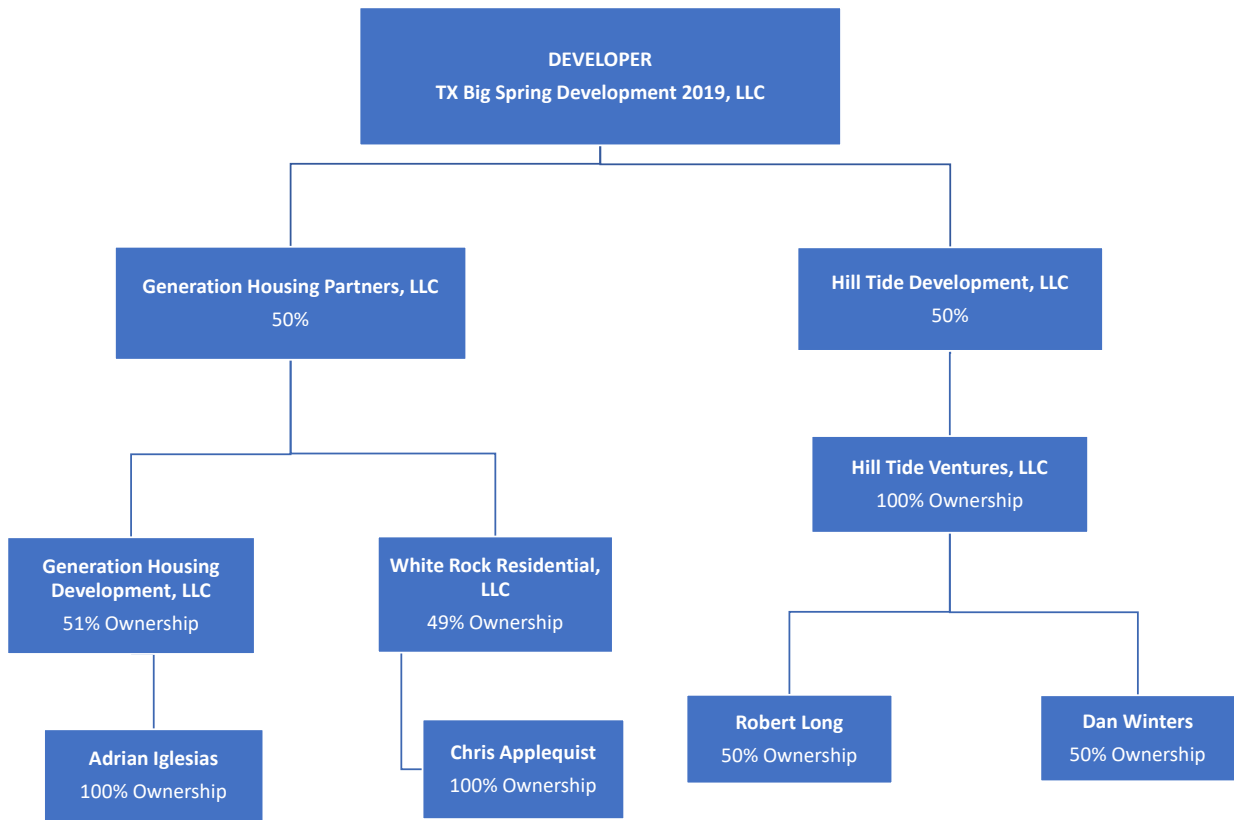
Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!



Guarantors:
 Generation Housing Partners, LLC
 Hill Tide Development, LLC

Historically Underutilized Business: Generation Housing Development, LLC
 Ownership: 25%
 Cash Flow: 25%
 Developer Fee: 25%



List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Applicant Legal Name: <u>TX Big Spring 2019, Ltd</u>	
Address: <u>17440 North Dallas Pkwy, Suite 226</u>	City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75287</u>
Name(s) of Entities the Organization Owns or Controls: <u>Development Owner</u>	
Organization legally formed? <u>No</u>	Date formed: <u>TBD</u> Legal Org is or will be: <u>Limited Partnership</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(512) 971-9127</u> Email: <u>Aiglesias@GHDevelopment.com</u>

Org. 1

Organization Legal Name: <u>TX Big Spring 2019 GP, LLC</u>		Role/Title: <u>General Partner</u>
Address: <u>17440 North Dallas Pkwy, Suite 226</u>		City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75287</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Big Spring 2019, Ltd</u>		
Organization legally formed? <u>No</u>	Date formed: _____	Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(512) 971-9127</u>	Email: <u>Aiglesias@GHDevelopment.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>Generation Housing Partners, LLC</u>	2. <u>Hill Tide Housing Investments, LLC</u>	3. _____
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: <u>Generation Housing Partners, LLC</u>		Role/Title: <u>Member of GP and Developer</u>
Address: <u>17440 North Dallas Pkwy, Suite 226</u>		City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75287</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Big Spring 2019 GP, LLC</u>		
Organization legally formed? <u>Yes</u>	Date formed: <u>9/8/2017</u>	Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(512) 971-9127</u>	Email: <u>Aiglesias@GHDevelopment.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>Generation Housing Development, LLC</u>	2. <u>Chris Applequist</u>	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: <u>Hill Tide Housing Investments, LLC</u>		Role/Title: <u>Member of GP</u>
Address: <u>695 Central Ave. Ste 206</u>		City: <u>St. Petersburg</u> State: <u>FL</u> Zip: <u>33701</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Big Spring 2019 GP, LLC</u>		
Organization legally formed? <u>Yes</u>	Date formed: <u>2/23/2018</u>	Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(727) 424-0386</u>	Email: <u>Bob.Long@hilltidepartners.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>Hill Tide Ventures, LLC</u>	2. _____	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: Generation Housing Development, LLC Role/Title Member of Generation Housing Partners, LLC

Address: 17440 North Dallas Pkwy, Suite 226 City: Dallas State: TX Zip: 75287

Name(s) of Entities the Organization Owns or Controls: Generation Housing Partners, LLC

Organization legally formed? Yes Date formed: 7/26/2002 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: (512) 971-9127 Email: Aiglesias@GHDevelopment.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. <u>Adrian Iglesias</u> TDHCA Experience: <u>Yes</u>	2. _____ TDHCA Experience: _____	3. _____ TDHCA Experience: _____
4. _____ TDHCA Experience: _____	5. _____ TDHCA Experience: _____	6. _____ TDHCA Experience: _____

Org.

Organization Legal Name: Hill Tide Ventures, LLC Role/Title Member of Hill Tide Housing Investments, LLC

Address: 695 Central Ave. Ste 206 City: St. Petersburg State: FL Zip: 33701

Name(s) of Entities the Organization Owns or Controls: Hill Tide Housing Investments, LLC

Organization legally formed? Yes Date formed: 1/19/2017 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: (727) 424-0386 Email: Bob.Long@hilltidepartners.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. <u>Robert Long</u> TDHCA Experience: <u>Yes</u>	2. <u>Dan Winters</u> TDHCA Experience: <u>Yes</u>	3. _____ TDHCA Experience: _____
4. _____ TDHCA Experience: _____	5. _____ TDHCA Experience: _____	6. _____ TDHCA Experience: _____

Org.

Organization Legal Name: TX Big Spring Development 2019, LLC Role/Title Developer

Address: 17440 North Dallas Pkwy, Suite 226 City: Dallas State: TX Zip: 75287

Name(s) of Entities the Organization Owns or Controls: Developer

Organization legally formed? No Date formed: _____ Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No Phone: (512) 971-9127 Email: Aiglesias@GHDevelopment.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Generation Housing Partners, LLC</u> TDHCA Experience: <u>No</u>	2. <u>Hill Tide Development, LLC</u> TDHCA Experience: <u>Yes</u>	3. _____ TDHCA Experience: _____
4. _____ TDHCA Experience: _____	5. _____ TDHCA Experience: _____	6. _____ TDHCA Experience: _____

Org.

Organization Legal Name: Hill Tide Development, LLC Role/Title Member of Developer

Address: 695 Central Ave. Ste 206 City: St. Petersburg State: FL Zip: 33701

Name(s) of Entities the Organization Owns or Controls: TX Big Spring Development 2019, LLC

Organization legally formed? Yes Date formed: 2/22/2017 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: (727) 424-0386 Email: Bob.Long@hilltidepartners.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Hill Tide Ventures, LLC</u> TDHCA Experience: <u>Yes</u>	2. _____ TDHCA Experience: _____	3. _____ TDHCA Experience: _____
4. _____ TDHCA Experience: _____	5. _____ TDHCA Experience: _____	6. _____ TDHCA Experience: _____

Org.

Organization Legal Name:	White Rock Residential, LLC		Role/Title	Member of Generation Housing Partners, LLC	
Address:	17440 North Dallas Pkwy, Suite 226	City:	Dallas	State: TX Zip: 75287	
Name(s) of Entities the Organization Owns or Controls:	Generation Housing Partners, LLC				
Organization legally formed?	Yes	Date formed:	9/6/2019	Legal Org is or will be:	Limited Liability Company
Previous TDHCA Experience?	Yes	Phone:	(817) 501-9577	Email:	Chris.Applequist@GHDevelopment.com
Organization is identified on Org. Chart:	Yes	Ability to exercise Control over the Development?	Yes		
List of Sub-Entities or Principals:					
1.	Chris Applequist	2.		3.	
	TDHCA Experience: Yes		TDHCA Experience:		TDHCA Experience:
4.		5.		6.	
	TDHCA Experience:		TDHCA Experience:		TDHCA Experience:

Nonprofit Participation

0 Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must be a qualified nonprofit organization under Section 501(c)(3) of the Code, and §42(h)(5)

Not Applicable

Documentation: Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.
- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: _____

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? _____

If no to the question above, what is its current legal status? _____

If "Other" please specify: _____

Date of legal formation of Nonprofit Organization: _____

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? _____

If "Yes", will this nonprofit organization Control the Applicant? _____

What is the ownership percentage of this nonprofit organization? _____

2) Describe the nonprofit's participation: _____

3) Describe the nonprofit's participation in the operation of the Development throughout the Compliance and/or extended use period:

4) Will the nonprofit receive part of the development fees paid in connection with the development? _____

If "Yes," explain: _____

Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organizations's participation in the Application and naming all members of the board and employees who may act on its behalf.

Nonprofit Supporting Documents Should be Included Behind this Tab

Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

Not Applicable

indicating the Board's awareness of the organization's participation in each specific Application, and

naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

IRS determination letter

(Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

Nonprofit Participation exhibit as provided in the Application

Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)

Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

IRS determination letter

(Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

Explanation of basis of nonprofit status if not 501(c)(3) or (4)

Nonprofit Participation exhibit

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:

TX Big Spring Development 2019, LLC	Adrian Iglesias	(512) 971-9127
	Contact Name	Phone
Aiglesias@GHDevelopment.com		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No <input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> Yes <input checked="" type="checkbox"/>

Housing General Contractor:

BC Contracting	Trevor Deyo	(701) 356-3010
	Contact Name	Phone
Trevor@bccontracting.com		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No <input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No <input checked="" type="checkbox"/>

Infrastructure General Contractor:

Same as Housing General Contractor		
	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/>

Cost Estimator:

Same as Housing General Contractor		
	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/>

Architect:

HEDK Architects (fka BGO Architects)	Jaron Daily	(214) 520-8878
	Contact Name	Phone
jdaily@hedk.com		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No <input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No <input checked="" type="checkbox"/>

Engineer:

Carney Engineering, PLLC	Craig Carney	(469) 443-0861
	Contact Name	Phone
craig@eng-firm.com		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Civil Engineer:

Carney Engineering, PLLC	Craig Carney	(469) 443-0861
	Contact Name	Phone
craig@eng-firm.com		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Market Analyst:

Apartment Market Data	Darrell Jack	(210) 530-0040
	Contact Name	Phone
djack@stic.net		20-3964998
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Appraiser:

N/A		
	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text"/>

Attorney:

Shackelford, Bowen, McKinley & Norton	John C. Shackelford	(214) 780-1400
	Contact Name	Phone
jshack@shackelfordlaw.net	TBD	
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Accountant:

Cohn Reznick	Mike Celkis	(512) 499-1422
	Contact Name	Phone
mike.celkis@CohnReznick.com		22-1478099
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Property Manager:

<u>Alpha Barnes</u>	<u>Mike Clark</u>	<u>(972) 643-3200</u>
	Contact Name	Phone
<u>mclark@abres.com</u>		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Originator of Underwriter:

Chase Bank <u>M1 Bank</u>	<u>Olivio Ochoa</u>	<u>(214) 965-2678</u>
	Contact Name	Phone
<u>olivio.c.ochoa@chase.com</u>		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Bond Issuer:

<u>N/A</u>		
	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text"/>

Syndicator:

National Equity Fund <u>Aegon</u>	<u>Jason Aldridge</u>	<u>(972) 741-5150</u>
	Contact Name	Phone
<u>jaldridge@nefinc.org</u>		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text" value="No"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text" value="No"/>

Supportive Services Provider:

<u>Same as Property Manager</u>		
	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text"/>

Supportive Services Provider:

	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="text"/>	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="text"/>

Title Company

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Application Consultant:

Purple Martin Real Estate, LLC		
Audrey Martin		(512) 658-6386
Contact Name		Phone
audrey@purplemartinre.com		TBD; less than \$200K
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	Yes	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		No

ESA Provider:

Phase Engineering Inc.		
Diana Hedrick		(832) 485-2225
Contact Name		Phone
diana@phaseengineering.com		75-2502360
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		No

Scope and Cost Review (formerly PCA) Provider:

N/A		
Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Preservation Consultant:

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Other:

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Engineer/Architect Certification Form

X

The Engineer/Architect Certification dated on or after January 8 is included behind this tab.

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

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements.

Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.

Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department's Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov't Code, and the Texas Public Information Act.

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

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov't Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department's website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

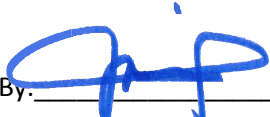
I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC

§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department's accessibility requirements, including Tex. Gov't Code §§2306.6722 and 2306.6730.

By: 
Signature

03-27-2020
Date

Jaron Daily
Printed Name

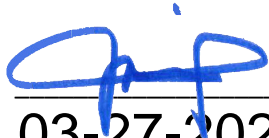
TX 19482
License Number and State

HEDK Architects
Firm Name (If applicable)

Addendum to Architect Certification

The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B as described in the application exhibits provided in Tab 23: Accessible Mobility Units Calculation, Accessible Hearing/Visual Units Calculation, and Accessible Parking Calculation.

By:



Date:

03-27-2020

Printed Name:

Jaron Daily

Firm Name:

HEDK Architects

Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.



Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires Universal Numbering System (DUNS) number when applied for on or after October 1, 2003. The DUNS number will supplement other identification numbers. To apply for a DUNS number a

TX Big Spring 2019, Ltd. DUNS: 117345929 CAGE Code: 8HUK8 Status: Active Expiration Date: 03/04/2021 Purpose of Registration: Federal Assistance Awards Only	17440 Dallas Pkwy Ste 226 Dallas, TX, 75287-7397, UNITED STATES
--	---

Entity Overview

<http://fedgov.dnb.com/webform>

Once applicants have obtained a DUNS number, they may apply for SAM.gov registration at <https://sam.gov/portal/public/SAM>

Applicants may provide this information with the Application.

- Evidence of SAM.gov registration for the applicant.
- Evidence of SAM.gov registration for the applicant.

Entity Registration Summary
Name: TX Big Spring 2019, Ltd. Business Type: Business or Organization Last Updated By: Daniel Winters Registration Status: Active Activation Date: 03/19/2020 Expiration Date: 03/04/2021

Exclusion Summary
Active Exclusion Records? No

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(c) and 276(d)), the Walsh-Healey Act (40 U.S.C. §276(c)), the Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS
J. Paul Oser, *Chair*
Juan S. Muñoz, PhD, *Vice Chair*
Leslie Bingham-Escareño
T. Tolbert Chisum
Tom H. Gann
J.B. Goodwin

February 16, 2017

Writer's direct phone # 512-475-1676
Email: marni.holloway@tdhca.state.tx.us

Mr. Adrian Iglesias
8641 5th Street, W-5
Frisco, Texas 75034

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Iglesias:

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. ...

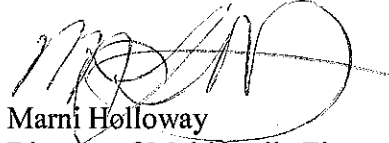
(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

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 Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marni Holloway', written over a circular stamp or seal.

Marni Holloway
Director of Multifamily Finance

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, or Affiliate of the Department. The Department shall advise all Applicants, Affiliates, Developers, and Guarantors of all Applications, and the Department shall not allocate more than \$2306.6711(b).

Not Applicable

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

a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.		b. Person/entity has at least one other application in the current Application Round.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: _____ Date: _____ Its: _____
Signature of Applicant
Date

Community Input Scoring Items

TDHCA#:

Self Score Total: **22**

1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

Resolution(s) of either "no objection" or "support" is included behind this tab.** Points Requested

Name of Local

Name of Local Government Body (if applicable)

** Note that resolutions are due February 28, 2020

Not Applicable

2. Quantifiable Community Participation - §11.9(d)(4)

Application expects to receive QCP points. Points Requested

** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. Input from State Representative - §11.9(d)(5)

Letter of either support, neutrality, or opposition is included behind this tab.** Points Requested

OR

Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

No letter from a State Representative is included behind this tab.

Points Requested

** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

4. Input from Community Organizations - §11.9(d)(6)

Applicant has included one or more letters of support or opposition behind this tab. Points Requested

A.

Name of Community Organization

Contact Name

Support

Opposition

B.

Name of Community Organization

Contact Name

Support

Opposition

C.

Name of Community Organization

Contact Name

Support

Opposition

D.

Name of Community Organization

Contact Name

Support

Opposition

E.

Name of Community Organization

Contact Name

Support

Opposition

F.

Name of Community Organization

Contact Name

Support

Opposition

Required Third Party Reports

ALL third-party reports must include the following statement:

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. Environmental Site Assessment (ESA) (All Multifamily Applications)

Prepared by: Phase Engineering Inc.

Date of Report: 12/15/2019

Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

Development is funded by USDA and is not required to supply an ESA.

2. Environmental Clearance (Direct Loan applications only)

All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.

Applicant has submitted an environmental packet to TDHCA and clearance is pending. 

Applicant has reviewed the environmental clearance materials available on the Department's website and understands that clearance must be received prior to closing on the loan.

<http://www.tdhca.state.tx.us/program-services/environmental/index.htm>

A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

Name of Firm: _____

Contact Person: _____

Contact Telephone: _____

Email: _____

3. Primary Market Area Map

Primary Market Area (PMA) map with definition of PMA is included behind this tab.

Prepared by: Apartment Market Data

Date of Report: 3/26/2020

Development Site Location:

Longitude: -101.506935

Latitude: 32.235198 

4. Scope and Cost Review (SCR) (formerly PCA)

Prepared by: N/A

Date of Report: _____

5. Appraisal

Prepared by: N/A

Date of Report: _____

6. Feasibility Report

Prepared by: Carney Engineering, PLLC

Date of Report: 2/17/2019

**Development Owner Statement Regarding Compliance with Recommendations of the Phase I
Environmental Site Assessment**

TX Big Spring 2019, Ltd will comply with all recommendations stated in the Phase I Environmental Site Assessment prior to closing.

TX Big Spring 2019, Ltd

By: _____

Name: Adrian Iglesias

Title: Authorized Representative

HUD Environmental Review Online System (HEROS)

HEROS Home

Guide to HEROS

[Assign Review](#)
[My Environmental Reviews](#)
[Reports](#)
[Admin](#)
[Logout](#)

7015.16 – Authority to Use Grant Funds

Project Name: Heritage-Heights-at-Big-Spring

[Initial Screen](#)
[Project Summary](#)
[Level of Review Determination](#)
[Project Justification](#)
[Related Laws and Authorities](#)
[Environmental Assessment Factors](#)
[Environmental Assessment Analysis](#)
[Mitigation Measures and Conditions](#)
[Environmental Finding](#)
[Package](#)
[Signature and Posting](#)
[NOI-RROF](#)
[RROF \(7015.15\)](#)
[AUGF \(7015.16\)](#)
[Complete and Archive](#)

Do not complete this screen until all appropriate waiting periods have elapsed.

Were any objections received to releasing the funds?

 Yes

 No

If yes, upload objections received and the response:

Upload any additional materials that should be attached to this form, such as a letter authorizing the release of funds, here:

To: (Name & address of Grant Recipient & name & title of Chief Executive Officer)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
PO Box 13941
Austin
Texas
78711-3941

Copy To: (name & address of SubRecipient)

TX Big Spring 2019, Ltd

We received your Request for Release of Funds and Certification, form HUD-7015.15 on:

11/13/19

Your Request was for HUD/State Identification Number: M19SG480100

Program Activity/Project Description

The proposed project, Heritage Heights at Big Spring, is a new 66-unit senior development proposed to be constructed and operated as a Housing Tax Credit apartment project. The new complex will consist of seventeen 17 single-story residential buildings and a clubhouse on approximately 9.3 acres at 120 Airbase Road in Big Spring. The development will include 30 one bedroom and 36 two bedroom units. 100% of units will be reserved for low-income households with 5 units for extremely low-income households those making less than 30% of the Area Median Gross Income, 14 units for very low-income households those making less than 50% of AMGI, and 47 units for low income households those making less than 60% of AMFI. In addition, at least 7% of the units will be reserved for the mobility impaired and hearing and visually impaired. The development plans put an emphasis on community, with an attractive, landscaped outdoors and social amenities including a clubhouse with a leasing office, laundry facilities, kitchen, business center, and work room.



All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.

File this form for proper record keeping, audit, and inspection purposes.

Name of Authorizing Officer: Shirley J. Henley

Title of Authorizing Officer: Fort Worth CPD Director

Date: 12/2/19

To return form 7015.16 to the Responsible Entity, select Assign Review in the side menu. Assign the review to the RE contact as directed by your local HUD office.

You are strongly encouraged to follow up with your Responsible Entity contact by phone or email to confirm that this form was received.

Go Back

Continue

This HEROS version was deployed on Fri Sep 13, 2019 at 14:14

MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC Date: 3/26/2020
 Contact: Darrell G Jack Phone: (210) 530-0040
 Development: Heritage Heights at Big Spring Target Population: Elderly
 Definition of Elderly Age: 55
 Site Location: 120 Airbase Rd City: Big Spring County: Howard
 Site Coordinates: Latitude 32.235198 Longitude -101.506935 (decimal degree format)

Primary Market Area (PMA) page 32-33

904.79 Square Miles

CENSUS TRACTS

480079501.00	480079502.00	480079503.00	480079504.00	480079505.00	483550051.02
484090102.01	484090102.02	484090103.01	484090103.02	0.00	0.00

ELIGIBLE HOUSEHOLDS BY INCOME page 63

HH Size		1	2	3	4	5	6	7+
30% AMGI	Min	\$9,096	\$9,096	\$10,896	\$10,896	\$0	\$0	\$0
	Max	\$14,160	\$16,170	\$18,180	\$20,190	\$0	\$0	\$0
50% AMGI	Min	\$15,144	\$15,144	\$18,168	\$18,168	\$0	\$0	\$0
	Max	\$23,600	\$26,950	\$30,300	\$33,650	\$0	\$0	\$0
60% AMGI	Min	\$18,192	\$18,192	\$21,816	\$21,816	\$0	\$0	\$0
	Max	\$28,320	\$32,340	\$36,360	\$40,380	\$0	\$0	\$0

AFFORDABLE HOUSING INVENTORY in PMA page 49 / 54-55

	# Developments	Total Units	Avg Occupancy
All LIHTC Developments	5	332	97.0%

Proposed, Under Construction, and Unstabilized Comparable Developments in PMA

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy

Other Affordable Developments in PMA

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy	*
1150	Limestone Ridge Apartments	In Service	New Const	General	n/a	76	95%	
4250	Knollwood Heights Apartments	In Service	New Const	General	n/a	64	100%	
7115	Heights Apartments	In Service	New Const	General	n/a	48	94%	
11197	Park Village Apts	In Service	Rehab	General	n/a	76	96%	
14601	Laredo Hill	In Service	Rehab	General	n/a	68	100%	
19202	Heritage Heights at Big Spring	Approved	New Const	Elderly	n/a	66		

Check box if this development is included in the calculation of the average physical occupancy to qualify for the 15% GCR for Tax-Exempt Bond Developments per §10.302(i)(1). Attach a PMA map, with affordable developments labeled, showing the 20 minute drive time ring. *See footnote 1

Average occupancy of affordable housing in 20 minute drive time ring. %

PMA DEMOGRAPHIC DATA

Note: For developments targeting Seniors, fill in Population and Household data for both the General population and the Senior population

GENERAL		
current year	place-in-service	five year
2020	2022	2025

SENIORS		
current year	place-in-service	five year
2020	2022	2025

Population p. 79

36,878	37,309	37,956
--------	--------	--------

9,101	9,332	9,678
-------	-------	-------

Households p. 84-85

Total HH	11,825	12,039	12,360
Renter HH	3,748	3,805	3,891
Homeowner HH	8,077	8,234	8,469

5,416	5,591	5,854
987	1,023	1,078
4,429	4,568	4,776

DEMAND CALCULATION p. 70

	Program Only Restricted Units	Assisted Units
Subject Units	66	0
Unstabilized Comparable Units	0	

* See footnote 2

	Program Only Restricted Units	Assisted Units
Min Income	\$ 9,096	
Max Income	\$ 40,380	
Potential Demand	2,000	
10% External Demand	200	
Other Demand		

RELEVANT SUPPLY

66	0
----	---

GROSS DEMAND

2,199	
-------	--

RELEVANT SUPPLY / GROSS DEMAND = GROSS CAPTURE RATE

3.0%	
------	--

CAPTURE RATE BY AMGI BAND p. 71

* include program only restricted units

AMGI Band Capture Rates	Demand	10% External Demand	Subject Units	Comp Units	Capture Rate
30% AMGI	370	37	5	0	1.2%
50% AMGI	789	79	14	0	1.6%
60% AMGI	841	84	47	0	5.1%

CAPTURE RATE BY UNIT p. 73

* include program only restricted units

SUBJECT UNIT MIX			
AMI Level	Beds	Baths	Size (sqft)
30%	1	1	724
50%	1	1	724
60%	1	1	724
30%	2	2	987
50%	2	2	987
60%	2	2	987

PROPOSED RENT	
Gross	Net
\$379	\$326
\$631	\$578
\$758	\$705
\$454	\$385
\$757	\$688
\$909	\$840

p. 108
MARKET RENT
\$1248
\$1248
\$1248
\$1396
\$1396
\$1396

DEMAND by UNIT TYPE p. 73				
Demand	10% External Demand	Subject Units	Comp Units	Unit Capture Rate
220	22	3	0	1.2%
256	26	8	0	2.8%
330	33	19	0	5.2%
136	14	2	0	1.3%
130	13	6	0	4.2%
273	27	28	0	9.3%

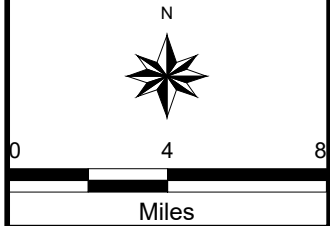
Heritage Heights at Big Spring

120 Airbase Rd Big Spring, Texas

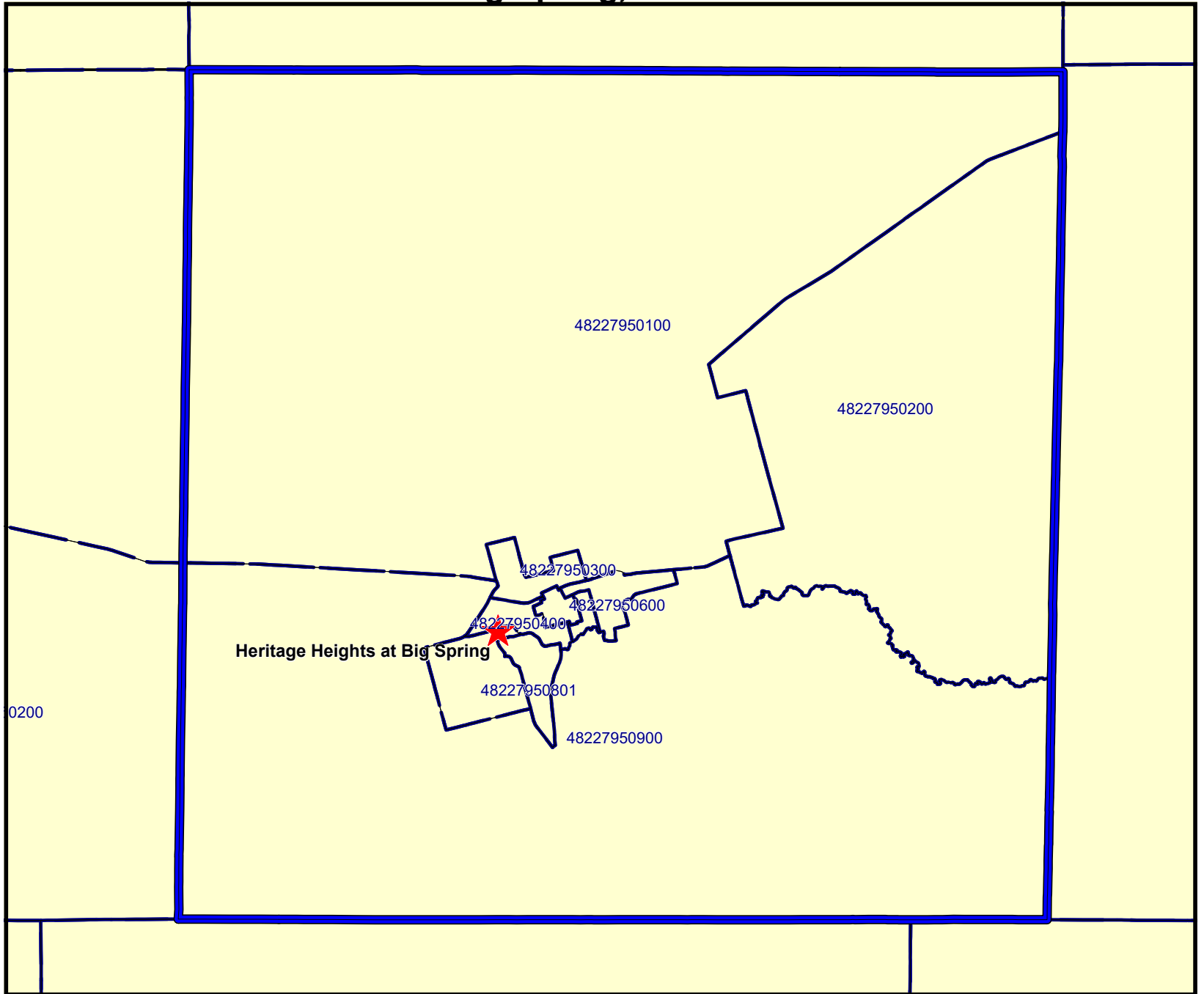
Legend

- ★ Site
- ▣ Custom Boundary
- TDHCA - All Census Tracts (2020)
- ▣ CENSUS TRACTS
- ▣ County Boundaries
- ▣ State Boundaries

Site Coordinates
Longitude/X: -101.506935
Latitude/Y: 32.235198



Miles



Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

Is Site in Region 11 or 13? Poverty Rate =

Poverty Rate is less than 17.0341.

Is Site in Region 11? Poverty Rate =

Applicable Poverty Rate =

Poverty Rate is less than 32.0341.

Is Site in Region 13? Poverty Rate =

Applicable Poverty Rate =

Poverty Rate is less than 22.0341.

Rent Burden Rank = (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report.

Development Longitude:

Development Latitude:

Target Population:

Closest Development serving same Population:

Application Number:

Address:

Year of Award:

Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned
copies of scoring notices behind this tab in the
application .pdf

Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf

Real Estate Analysis Division staff will place scanned
copies of RFI documents behind this tab in the
application .pdf

Department staff will place scanned copies of appeal documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf