

**CIVIC AND PUBLIC POLICY IMPROVEMENT
&
MIDTOWN REDEVELOPMENT AUTHORITY**

RFP 2024-01

**SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE
GUIDELINES FOR SUBMITTING PROPOSALS IN THE FORM OF AN APPLICATION
FOR NEW CONSTRUCTION OF SINGLE-FAMILY HOMES ON LAND OWNED BY
MIDTOWN REDEVELOPMENT AUTHORITY**

1.1 BACKGROUND

The *Southeast Houston Affordable Housing Initiative* is a collaboration between the Midtown Redevelopment Authority (MRA) and the Center for Civic and Public Policy Improvement (CCPPI). This initiative is embodied in the **Midtown Affordable Housing Plan**, which was adopted by the MRA board of directors in 2017. The intent of the initiative is to incentivize the production of thousands of units of affordable housing in Southeast Houston.

The purpose of the *Southeast Houston Affordable Housing Initiative* is to support the development of single family detached for-sale homes by making MRA-owned land tracts in the Greater Third Ward, MacGregor, and OST/South Union super neighborhoods available to affordable homebuilders at nominal cost.

The **Midtown Affordable Housing Plan**, completed in 2017, contains a list of MRA-owned properties that were available to be conveyed to developers as of the time of publication, along with proposals for the type of structures that are suitable for each tract of land.

1.2 GOALS AND AVAILABLE LOTS

The goal of the *Southeast Houston Affordable Housing Initiative* is to make for-sale homes available to households with area median incomes between 80% and 120% AMI. Thus, selected developers must demonstrate that they will serve this demographic.

In order to advance the development of affordable single-family homes, Midtown Redevelopment Authority will accept responses to this RFP in the form of applications from experienced developers pursuant to the guidelines herein. The parcels being made available are listed on “**Exhibit A**” and mapped on “**Exhibit A-1**”.

MIDTOWN REDEVELOPMENT AUTHORITY

Midtown Redevelopment Authority (MRA) administers Tax Increment Reinvestment Zone Number Two. Tax increment reinvestment zones help finance costs of redevelopment and encourage development in areas that would otherwise not attract sufficient market development in a timely manner.

MRA has acquired approximately 450 tracts of land in Southeast Houston. Some of this land has already been conveyed to developers who have constructed affordable housing; the remainder will be made available for the same purpose.

CCPPI

The nonprofit Center for Civic and Public Policy Improvement (CCPPI) was established in 2012 to promote the advancement of economic opportunities by helping needy households to secure sound and affordable housing and human services. CCPPI has teamed with the Midtown Redevelopment Authority (MRA) to achieve these ends.

1.3 ROLE OF MRA

As the owner of the available tracts of land, MRA will ultimately enter into a Development and Purchase Agreement with the selected Developers(s). MRA conveys sites on terms as necessary to ensure financial feasibility and long-term affordability.

1.4 ROLE OF CCPPI

CCPPI will collaborate with MRA in all aspects of the review of Applications submitted and make recommendations to MRA related thereto. CCPPI will manage all communications with Applicants, and any updates or additions to these Guidelines will be posted on the CCPPI Website (www.ccpqi.org) under Development Opportunities.

1.5 SCHEDULE OF SUBMISSIONS AND REVIEW

The schedule for submittal and review of Applications is as follows:

A pre-Application Conference will be held virtually October 16, 2024. If you desire to participate, please e-mail development@ccppi.org by 4:00 PM on or before October 12, 2024 with your entity name and the name and e-mail address of those wishing to participate. CCPPI will transmit Zoom credentials via e-mail. Any questions regarding the Application should be submitted to development@ccppi.org by October 9, 2024.

MRA and CCPPI (“the Collaborators”) reserve the right, at their sole discretion, to adjust this schedule of events as they deem necessary. In the event of a re-adjustment, CCPPI will communicate such adjustment to all applicants in the review process and will post it on www.ccpqi.org under Development Opportunities.

2.0 PROGRAM OVERVIEW

The intent of the For-Sale Affordable Homes Project is to enable low-moderate income households to gain access to safe, sanitary affordable housing that is attractive in design, sound in construction, and in conformance with existing neighborhood character.

Land costs/Homebuyer Assistance. In support of the above goal, MRA conveys land tracts to for-profit developers at \$1.50 per square foot. Land is conveyed to nonprofit developers at no cost. MRA is subsidizing the cost of the Home by making the land available at this minimal cost. The value of the land, the “Homebuyer Assistance” is provided in the form of a Subordinate Lien Deed of Trust. Homebuyers must occupy the household for a period of twenty (20) years from the date of Homebuyer’s purchase (Affordability Period), during which certain conditions apply.

Target households and sales prices. This Program is designed to serve households with incomes between 80% and 120% of AMI. Maximum sales prices have been established for this application process. Table 1 below shows allowable maximum sales prices by unit type for single family homes.

These are the maximum prices. Notwithstanding the design guidelines, developers are encouraged to propose designs, total square footage, materials, and fixtures that provide homes of quality construction consistent with the neighborhood characteristics at sales prices below the maximums. Features such as crown molding, double vanity sinks, high-end fixtures and finishes, and granite countertops increase construction costs, sales prices, and home valuations. Consideration of such features should be weighed carefully, given the ultimate impact on sales pricing.

TABLE 1
ALLOWABLE MAXIMUM SALES PRICES

Home Type	Bed/Bath/Garage	Minimum Total Home sq ft	Max. Sales Price
1	2/1.5/1	1300	\$189,800
2	2/2/1	1350	\$197,100
3	3/2/1	1500	\$219,000
4	3/2/2	1650	\$229,000
5	3/2.5/1	1550	\$226,300
6	3/2.5/2	1700	\$236,300

TABLE 2
HUD INCOME LIMITS, 2024

Household Size	80% Area Median Income (AMI)	120% Area Median Income (AMI)
1-person	53,000	79,450
2-person	60,600	90,800
3-person	68,150	102,150
4-person	75,700	113,500
5-person	81,800	122,600
6-person	87,850	131,700
7-person	93,900	140,750
8-person	99,950	149,850

Program Terms and Conditions/Design Guidelines

Attached as “**Exhibit B**” are the Terms and Conditions and Design Guidelines which are applicable to this Program.

3.0 ROLE OF SUCCESSFUL APPLICANTS

The successful Applicants will perform the duties including, but not limited to, the following.

- Engage in pre-development activities including any required environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, replating (if necessary), and financial feasibility.
- Obtain all necessary approvals and permits.
- Develop and manage a project budget and implementation timetable.
- Secure financing for the project.
- Coordinate all development activities.
- Oversee construction and ensure completion in a timely manner.
- Market completed homes to eligible homebuyers.
- Ensure homebuyers complete the Homebuyer Training and Certification of Income Eligibility through the Houston Area Urban League.
- Perform all activities necessary to close the sale of the property to a qualified homebuyer.

4.0 REQUIRED SUBMITTALS

Applicants shall submit Applications in which the required exhibits and attachments appear in order as outlined in “**Exhibit K**” (Checklist).

A. APPLICANT INFORMATION

Please complete the worksheet shown as “**Exhibit C**”. Attach Applicant’s Certificate of Formation and label it “**Exhibit C-1**”.

B. PROJECT DESCRIPTION

Please attach a sheet labelled “**Attachment A: Project Description,**” explaining what is being proposed, in terms of design features, exterior façade, material, number of stories, types of finishes, and other design features. Applicants are required to take the character of the surrounding neighborhood into account in the design of units.

Please note that additional information may be requested during the review process.

C. EXPLANATION OF ROLES AND RESPONSIBILITIES

Please attach a sheet labelled “**Attachment B: Explanation of Roles and Responsibilities,**” containing a detailed explanation of the roles and responsibilities of all team members and any other entities financially or otherwise involved in development of the homes. **Please also include an organization chart, as Attachment B-1.**

D. NAMES OF PROJECT PROFESSIONALS

Please attach a list labelled “**Attachment C: Project Professionals.**” Please include Developer (if different from Applicant), Builder (if different from Applicant), Architect, Engineer, Landscape Architect, Realtor, and other professionals to be engaged for all services, including re-platting.

E. DEVELOPMENT EXPERIENCE

Attach a sheet that is labeled “**Attachment D: Development Experience.**” Please provide a

narrative demonstrating the team's experience, capacity, and resources with respect to planning, financing, guaranteeing, constructing single family homes and selling homes to qualified homebuyers.

Please emphasize the Applicant's team's previous experience developing single family detached housing of similar size, type and quality of what is being proposed, including the number of units built. Include any experience the Realtor or other team members have in identifying affordable homebuyers and closing sales subject to affordability restrictions.

Any Applicant that has previously entered a Development Agreement with MRA and has constructed and sold more than five (5) houses only needs to indicate such and provide the experience information for other team members. The score in this section may be affected for any developer with a MRA Development Agreement executed more than a year ago with one or more lots with no construction activity.

F. LAND TRACTS BEING REQUESTED

There is no minimum or maximum number of tracts that may be requested from the list of available land tracts outlined in **Exhibit A**. Complete **Exhibit D** and include the street address and HCAD number for each tract that is being requested.

G. FLOOR PLANS/RENDERINGS

There are six home types that may be utilized as reflected in Table 1. More than one floorplan may be used for a home type. Please attach one or more sheets labelled "**Attachment E: Floor Plan/Renderings/Design Approach.**" Please attach the applicable floor plan(s) for each home plan type being proposed. Include the applicable street addresses that the floor plan will be used for and indicate the applicable home type numeric designation. Also submit a rendering for each home plan type labelled with the applicable street addresses.

H. PROJECT TIMING

The timely completion of projects is critically important to MRA and CCPPI. Therefore, Applicants will be evaluated based on information in the application demonstrating that the Applicant has the capacity and resources to implement the proposed project in a timely manner. Provide a narrative describing current development obligations of the Applicant (scope of project, personnel and financial resources committed, and time period); as well as any development projects that are in the pipeline or are being pursued. The Application must include a description of how such current obligations and future opportunities may impact the development that is the subject of the Application. Label the narrative "**Attachment F: Project Timing.**"

I. HOME COST AND SALES PRICE WORKSHEET

A preliminary development budget is required to be submitted. Applicants are required to submit the worksheet displayed herein as "**Exhibit E**" for each home type. Where there is more than one home for the unit type (list all addresses and HCAD numbers applicable to each home). A downloadable version of **Exhibit E** can be found on the ccppi.org website under the Development tab and go to Contract Opportunities and look for RFP 2024-01. The downloadable version must be used and may not be altered.

J. EVIDENCE OF PRELIMINARY FINANCIAL COMMITMENT

Please include evidence of preliminary financial commitment for the total cost. Label it "**Attachment G: Evidence of Preliminary Financial Commitment.**" The Commitment must address

the conditions that must be met in order to receive a firm financial commitment.

K. SITE LAYOUT(S)/Replat

If proposing to build more than one unit on a tract of land, please attach a sitelayout for the requested tract, displaying each unit to be constructed. Provide this for each site that more than one unit will be built on. Replatting is allowable. However, include a description of how all the applicable City of Houston requirements are being met (setbacks, dimension of lots for single family homes, drainage, access, etc.). Use the label **“Attachment H: Site Layout.”** If more than one site layout is being submitted, utilize the protocol K-1, K-2, etc.

L. AFFORDABILITY PERIOD/HOMEBUYER ASSISTANCE

Applicants must review **“Exhibit F”** which includes the Statement Acknowledgement Terms and Conditions which will be required to be executed by each Homebuyer and the Seller (Applicant). Applicant must submit a completed **“Exhibit G”** certifying its understanding and acknowledgement of the Homebuyer Assistance and Affordability Period.

M. M/WBE PARTICIPATION

The M/WBE goal is 20 percent of the project budget. Applicants who can demonstrate that their firm is classified as an M/WBE must submit documentation of such M/WBE certification with a local, state, or federal government or certifying entity, or other evidence of M/WBE status, such as a signed and notarized affidavit will not have to meet this goal.

Applicants who are not themselves classified as an M/WBE must submit a one-page plan with this Application, demonstrating how the goal will be met. Where the M/WBE goal is to be met by teaming with an M/WBE subcontractor, the percent of the total development cost attributable in the detailed budget to each M/WBE team member must be specifically identified, with the total adding up to 20 percent.

Please attach to the Application as **“Attachment I: M/WBE Plan.”** The M/WBE plan shall not count against the page limit imposed herein.

N. SECTION 3 EFFORTS

The federal Section 3 policy shall apply to the project. This policy seeks to guarantee that employment and other economic opportunities be directed toward low- and very- low-income persons, particularly those who are recipients of government assistance for housing. Unless Applicant is a Section 3 entity, for which Applicant must provide documentation. Applicant shall submit a one-page plan that describes how Applicant plans to address the federal Section 3 policy. This plan shall not count against the page limit imposed herein.

Please attach to the Application as **“Attachment J: Section 3 Plan.”** The Section 3 Plan shall not count against the page limit imposed herein.

O. CONFLICT OF INTEREST FORM

Please complete the questionnaire shown as **“Exhibit H”**. Conflicts of interest shall be addressed in the manner proscribed by law.

P. O. SUMMARY SHEET

Please complete the Summary Sheet shown as **“Exhibit I”**.

Q. MARKETING PLAN

Please attach a Marketing Plan to the Application as **“Attachment K: Marketing Plan”**. In the plan, please describe the activities in which you will engage to reach out to existing Third Ward Complete Community residents to make them aware of your plans to build homes in the neighborhood. Please describe such activities as postings and distributions of culturally and linguistically relevant collateral Marketing Fact Sheets, appearances at community meetings (e.g., Third Ward Super Neighborhood Council meetings and meetings of Third Ward civic clubs), and any other outreach activities in which your team plans to engage.

R. STATUS OF DEBARMENT

Please complete **“Exhibit J”** related to any local, state, or federal debarment.

5.0 SCORING

Submitted Application will be scored by an Evaluation Committee that consists of MRA and CCPPI representatives, as well as any affordable housing contractors engaged by MRA or CCPPI. This committee will review submissions for the purpose of evaluating the Application based on the submitted requirements in Section 6 above. The maximum points of 110 may be achieved for each requirement as follows:

A. Project Description (4 Points)

B. Development Experience (14 points)

C. Roles and Responsibilities (10 points)

D. Home Costs and Sales Price (20 points)

E. Affordability and Livability (20 points)

- Ten (10) points if all sales prices for the lots requested are at least 14% below the applicable maximum sales price for the home type or
- Eight (8) points if all sales prices for the lots requested are at least 12% below the applicable maximum sales price for the home type or
- Six (6) points if all sales prices for the lots requested are at least 10% below the applicable maximum sales price for the home type or
- Four (4) points if all sales prices for the lots requested are at least 8% below the applicable maximum sales price for the home type or
- Two (2) points if all sales prices for the lots requested are at least 6% below the applicable maximum sales price for the home type.

AND

- Ten (10) points if the square footage of all proposed homes exceeds the minimum square footage for the applicable home type by 10% or more or
- Five (5) points if the square footage of fifty percent of all proposed homes exceeds the minimum square footage for the applicable home type by 10% or more.

F. Evidence of Preliminary Financial Commitment (7 points)

G. Project Timing (8 points)

H. Floor Plans (14 points)

I. M/WBE Plan (5 points)

J. Section 3 Plan (5 points)

K. Marketing Plan (3 points)

6.0 SUBMISSION OF APPLICATIONS

By submitting an Application, the Applicant is acknowledging that the Applicant has read the information and instructions and agrees to comply with the information and instructions contained herein.

- Submission Requirements: Applications must be emailed to development@ccppi.org with the subject line “MRA/CCPPI Single-Family Affordable for Sale Housing Initiative.” Responses are due no later than 4:00 p.m. CDT, on November 20, 2024. Late responses will not be accepted.
- Each Application, materials and related information submitted shall become the property of MRA and CCPPI. Selection or rejection of an Application does not affect this right.

7.0 APPLICATION FORMAT

Applicants shall include a title page that includes “Application for New Construction of Affordable Homes in response to RFP 2024-01”, the submission date, the names of the organizations to whom the Application is being submitted (Center for Civic and Public Policy Improvement and Midtown Redevelopment Authority), and the name of the Applicant.

- A. Applications shall be typed written. Text shall be single spaced, using not smaller than an 11-point font, and containing margins at the top, bottom, and sides of no less than one-half inch in width. Foldouts containing art and spreadsheets are permissible. Oversize exhibits are discouraged.
- B. All Application pages must be consecutively numbered, including attachments.
- C. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- D. All information presented in an Application must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Applicant’s submission.
- E. Required submittals must be submitted in the order shown in “**Exhibit K**” checklist.

8.0 OWNERSHIP OF DOCUMENTS

All documents and information generated, prepared, assembled and provided to the Collaborators pursuant to this solicitation become the property of the Collaborators upon receipt.

9.0 COST OF SUBMISSIONS

All costs incurred, directly or indirectly, in response to this Request for Application, including the preparation, submittal or presentation of the Application, shall be the sole responsibility of and borne by Applicant. Any other costs for participating in the procurement process is also the sole responsibility of Applicant. Neither MRA nor CCPPI will provide reimbursement for such costs.

10.0 EVALUATION PROCESS

An Evaluation Committee will review and evaluate the Applications received from Applicants, based solely on the Submission Requirements set forth herein. Criteria not herein will not be considered. Failure to respond to all requested information may be considered non-responsive and may disqualify an entity from consideration.

11.0 WAIVERS

The Collaborators reserve the right to waive any minor irregularities or technicalities in the Applications received. Applications that are considered nonresponsive will not receive consideration. MRA and CCPPI also reserves the right at any time during the evaluation process to reconsider any submission, to meet with any Applicant at any time to gather additional information, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MRA and CCPPI.

Furthermore, the Collaborators reserve the right to 1) delete, add, or modify any aspect of this procurement through negotiations up until the selected Applicants and MRA have signed the Development Agreement and 2) reject any or all offers, discontinue this process, without obligation or liability to any potential Applicant, and

12. RIGHT TO ENTER INTO NEGOTIATIONS

The Collaborators reserve the right to enter into negotiations with one or more Applicants of its choice, including, but not limited, to negotiation of the terms of the Application(s), the price quoted in such Application(s) and/or the deletion or addition of certain parts of the work, components, or items called for under these Guidelines.

13. COMMUNICATIONS

In order to execute a fair and impartial competitive process, MRA and CCPPI and any outside consultants assisting MRA and CCPPI with the evaluation process are expressly prohibited from engaging in communications with Applicants. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. MRA and CCPPI reserve the right to reject the response of any Applicant violating this provision.

However, questions may be submitted to development@ccppi.org. Responses to all inquiries will be posted on www.ccpqi.org under Development.

14. WITHDRAWAL OF RESPONSES

If an Applicant desires to withdraw its Application after the closing date and time, the Applicant must submit a notification in writing to development@ccppi.org. In the event of withdrawal, Applicant is encouraged to state the reason(s) for withdrawal.

EXHIBIT A

List of Available Sites

MAP ID	HCAD NO.	ADDRESS	SQ.FT.	POTENTIAL DEVELOPMENT*
1	0581600000021	6914 DUMBLE ST	5,000	One one-story single-family detached unit
2	0581600000013	7018 DUMBLE ST**	5,000	One one-story single-family detached unit
3	0581600000006	6923 LIVERPOOL ST	5,000	One-story single-family detached unit
4	0572790130016	6734 CALHOUN RD	5,000	One one-story single-family detached unit
5	0572770100012	6749 DUMBLE ST	5,000	Two one-story single-family detached units, one facing Ward and the other facing Dumble
6	0572770090003	0 MADRID ST	5,000	One one-story single-family detached unit
7	0751590010020	3739 ODIN CT	5,601	One one-story single-family detached unit
8	0771010030021	5231 KINGSBURY ST	6,356	One one-story single-family detached unit
9	0771030180481	5103 KEYSTONE ST	6,600	One one-story single-family detached unit
10	0771010030001	5250 BROWNCROFT ST	6,648	Corner lot; one single family detached one-story unit, one unit facing each way
11	0771030130342	5031 BALKIN ST	6,752	One one-story single-family detached unit
12	0771030140376	5031 ENYART ST	6,771	One one-story single-family detached unit
13	0572730020022	6610 NEW YORK ST	7,500	Two one or two-story single-family detached units
14	0771020110043	5203 PERRY ST	7,563	Corner lot; one single family one-story detached unit, one unit facing each way
15	0771020140044	6411 BEEKMAN RD	9,000	Two one-story single-family detached units
16	0771020090037	6319 BEEKMAN RD	9,123	Two one-story single-family detached units
17	0771020110011	5244 DEWBERRY ST	9,790	Two one-story single-family detached units
18	0572750050004	6619 CALHOUN RD	10,000	Two two-story or 1.5 story single-family detached units
19	0410070080079	0 GRIGGS RD	10,898	Two one-story single-family detached units
20	0391840020001	3810 ALICE ST	31,755	Six one-story single-family detached units
21	0700410020002	4707 EPPES ST	9,750	Two, one-story single-family detached units
22	0540300000005	6421 CALHOUN RD	5,000	One one-story single-family detached unit
23	0572750050006	6623 CALHOUN RD	5,000	One one-story single-family detached unit
24	0572750050001	0 CALHOUN RD	5,000	One-story single-family detached unit
25	0572840240003	6811 MADRID ST	5,000	Corner lot; one single family one-story detached unit, one unit facing each way

**These tracts have not been vetted to ensure that the description in the Potential Development" column aligns with City of Houston development regulations. The Proposer will be responsible for such vetting. The intent of the descriptions in the Potential Development column is to ensure that housing units that are built in response to this solicitation conform to the character of the surrounding community.*

***The HCAD number and map location are correct; the address is approximate.*

EXHIBIT A-1

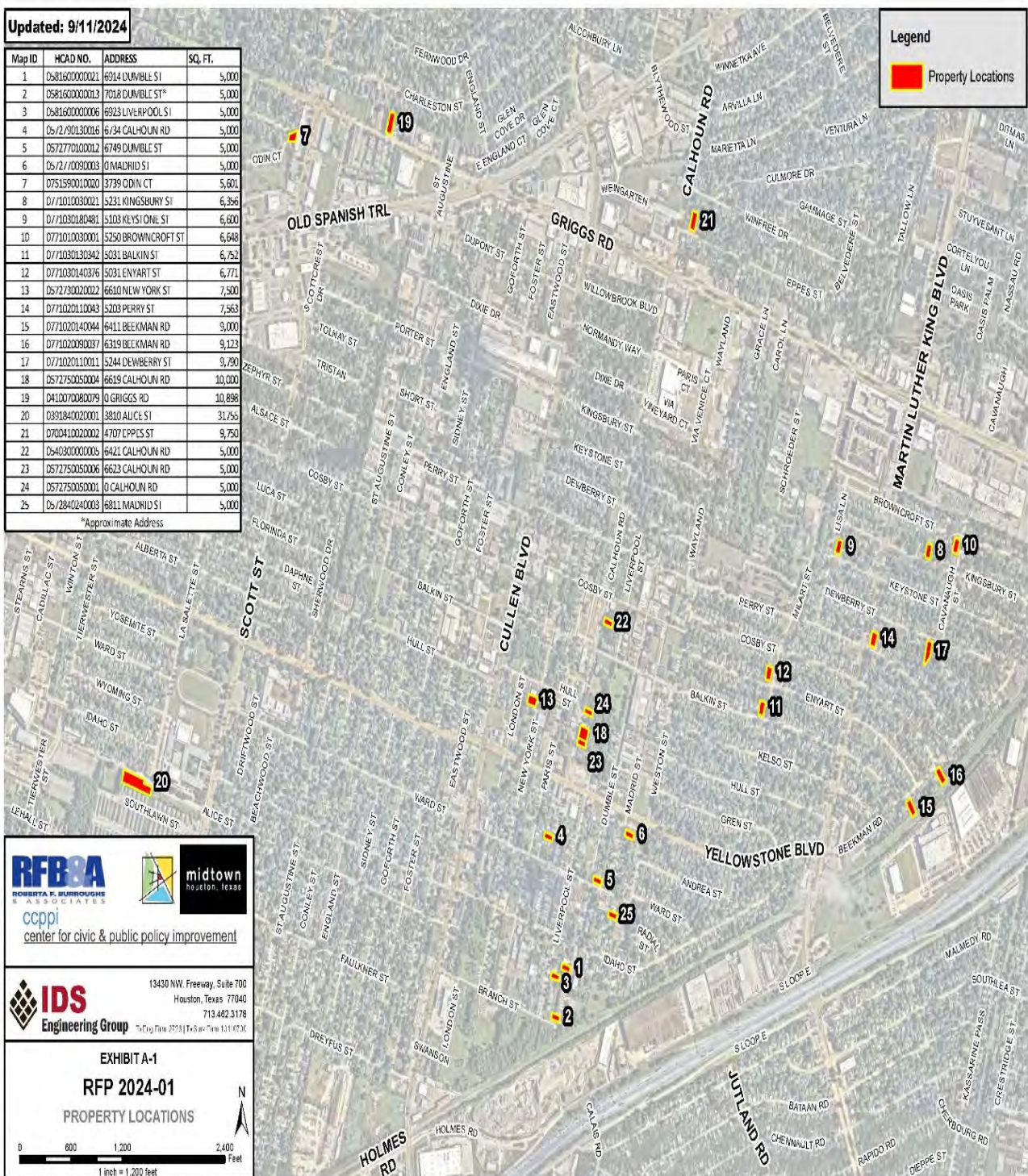
Updated: 9/11/2024

Map ID	HCAD NO.	ADDRESS	SQ. FT.
1	0581600000021	6914 DUMBLE ST	5,000
2	0581600000013	7018 DUMBLE ST*	5,000
3	0581600000006	6923 LIVERPOOL ST	5,000
4	057270130016	6734 CALHOUN RD	5,000
5	057270100012	6749 DUMBLE ST	5,000
6	057270100003	0 MALHID ST	5,000
7	0751590010020	3739 ODIN CT	5,601
8	0771010030021	5231 KINGSBURY ST	6,366
9	0771030180481	5103 KEYS ONE ST	6,600
10	0771010030001	5250 BROWNCROFT ST	6,648
11	0771030130342	5031 BALKIN ST	6,752
12	0771030140376	5031 ENVART ST	6,771
13	0572730020022	6610 NEW YORK ST	7,500
14	0771020110043	5203 PERRY ST	7,563
15	0771020140044	6411 BECKMAN RD	9,000
16	0771020090037	6319 BECKMAN RD	9,123
17	0771020110011	5244 DEWBERRY ST	9,390
18	0572750050004	6619 CALHOUN RD	10,000
19	0410070080079	0 GRIGGS RD	10,896
20	0391840020001	3810 ALICE ST	31,755
21	0700410020002	4707 EPPES ST	9,750
22	0540300000005	6421 CALHOUN RD	5,000
23	0572750050006	6623 CALHOUN RD	5,000
24	0572750050001	0 CALHOUN RD	5,000
25	0572840240003	6811 MALHID ST	5,000

*Approximate Address

Legend

Property Locations



IDS Engineering Group
13430 NW Freeway, Suite 700
Houston, Texas 77040
713.482.3178
info@idseng.com

EXHIBIT B
PROGRAM TERMS AND CONDITIONS AND DESIGN GUIDELINES

1. PROGRAM TERMS AND CONDITIONS

Eligible Purchasers. To be eligible, home purchasers may earn up to 120% of Area Median Family Income (AMI), based on household size. Income limits by household size are displayed on **Table 2**.

Development Agreements. MRA enters into development agreements with developers that by action of the board at a regularly scheduled board meeting. These agreements contain terms relating to affordability, sales price, reporting requirements, design standards, and land value recapture. (With respect to the recapture and affordability conditions, please see **Recapture Policy** below.)

Developer Responsibility for Costs. If selected, the Developer shall pay all costs and expenses associated with the Project. The Developer must demonstrate access to sufficient capital to perform its obligations or will have sufficient capital to perform its obligations at the time that it needs such capital.

Homebuyer Education. Pursuant to an agreement with CCPPI, the Houston Area Urban League (HAUL) provides homebuyer education for potential buyers who have been referred by designated developers. Since HAUL also has a pool of interested households that have not been referred by these designated developers, HAUL can potentially work with developers who successfully apply to this program to refer qualified homebuyers to them.

Alternatively, developers who successfully apply to this program may refer potential homebuyers to another local HUD-certified homebuyer education program. However, the alternate homebuyer education provider will be required to collaborate with CCPPI to ensure that its training includes guidance related to the recapture housing policy that is discussed in the next section.

Statement Acknowledging Program Terms and Conditions. “**Exhibit F**” of this document is a Statement of Acknowledgement of Program Conditions. This notarized statement must be completed by the developer (*aka* seller) and the homebuyer prior to the sale of a home under the program embodied herein.

Recapture Policy. The **Southeast Houston Affordable Housing Initiative** is designed to preserve and revitalize the communities where MRA-owned land is located. As such, the deterrence of after-market speculation is reflected in an MRA policy that is designed to recapture some of the value of the MRA-conveyed land on which a developer builds for-sale homes. Recapture conditions (*aka* known as affordability period conditions) are triggered when an original qualified homebuyer seeks to sell the home within the defined affordability period referenced below and displayed in this document as “**Exhibit F**”.

Developers who are selected to participate in the program described herein must complete “**Exhibit G**”.

Tenure and Use. Homebuyers must agree to occupy any home that is purchased through this program as their principal residence. The home and any improvements constructed on the property, shall (i) be used exclusively to provide affordable housing for a period of not less than the affordability period that is being finalized at this writing; ii) be owned and occupied by a Qualified Homebuyer as such Qualified Homebuyer’s principal residence at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, “bed and breakfast”, or listed on AIRBNB or other similar listing services for short-term or long-term lease or rental.

Moreover, a home shall not be used for any commercial, business, or professional purpose and must comply with the Project Specifications that will be provided to developers who successfully apply to this program via the Development Agreement that will be executed with successful applicants.

Household Defined. For-sale homes built under the program shall be occupied by a family, as defined by the U. S. Census Bureau. Families may be a "married couple family," "female householder, no spouse present" or "male householder, no spouse present." All people in a household who are related to the householder by birth, marriage, or adoption are regarded as members of his or her family.

Design Guidelines. Appendices C through I in the **Midtown Affordable Housing Plan** set forth proposed housing prototypes Exhibit B Design Guidelines. Applicants are asked to adhere to this guidance, as well as any requirements set forth in the Agreement between the developer and Midtown Redevelopment Authority. **Any exceptions must be approved by MRA and CCPPI.**

Verifiable Income and Gift Toward Purchase. It is the client's responsibility to provide verifiable sources of income. Gift letters may be accepted for this program up to a total of \$10,000.00 in United States currency.

Reporting. A monthly progress report is required. Once land tracts have been conveyed to developers successfully applying to the program described herein, a format for this report will be provided.

Subsidy Layering. MRA's conveyance of land at minimum cost is a form of subsidy. Homebuyers may also seek down payment assistance and other forms of subsidy from the City of Houston and other sources, including a gift toward purchase. (See above for the condition related to gifts toward purchase.)

Developers approved for participation in the program described herein are strongly encouraged to make homebuyers aware that homebuyer down payment assistance is available from the City of Houston and other sources.

Expediency. Because it is important for projects to be completed in a timely manner once land is conveyed, in the Development Agreement with developers that are selected to participate in the program described herein, Midtown Redevelopment Authority specifies a length of time within which a project must reach completion. Projects are not deemed complete until the Midtown Redevelopment Authority has received all necessary documentation from the Developer as described herein, and the Authority provides written confirmation that the Authority deems the Project completed.

2. DESIGN GUIDELINES

- The front façade of new residential structures should be in alignment (build-to-line) with the façades of adjacent residential buildings.
 - Of aluminum or vinyl siding over an entire building façade is prohibited.
 - New residential structures should be designed to respect the mass, rhythm, height, scale, and ornamentation of existing buildings.
-

- New construction should use durable materials that are sympathetic to neighborhood character. The use of materials such as fiberglass, plastic, foam products are not permitted. The use of stucco, concrete, or exterior insulation and finishing systems (EIFIS) will be considered as long certificates of proper installation and warranties are secured, and the detailing is compatible with the architecture of surrounding residential buildings.

- Residential building types shall have “eyes on the street” resulting from the construction of as many windows as possible that face the street. Exceptions shall require justification based on the layout of the tract.

- All unit designs must be ENERGY STAR® compliant.

- Adaptation measures such as consideration given to site orientation, as well as adoption of cool or green roofs or window shading shall be utilized.

- If more than one housing unit is constructed on a single parcel, the architectural style shall be consistent.

- Weatherization measures are required.

SIGNAGE LANGUAGE

Any successful Applicant shall be required to place temporary signage in a prominent, visible public location.

The successful Applicant shall format the sign best to fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

"This is affordable housing development is a project of the Southeast Houston Affordable Housing Initiative sponsored by Midtown Redevelopment Authority and the Center for Civic and Public Policy Improvements".

EXHIBIT C
APPLICANT INFORMATION WORKSHEET

Name of Applicant: _____

Contact Individual: _____

Applicant Address: _____

Applicant Telephone: _____

Applicant Email Address: _____

URL (web address) if any: _____

Name of Builder (if different from Applicant): _____

Authorized Signatory: _____

EXHIBIT D
LAND TRACTS REQUESTED

Lot ID # (1-25)	Street Address	Harris County Appraisal District (HCAD) Number

More rows may be added if needed.

**EXHIBIT E
HOME SALES PRICE & COSTS WORKSHEET
SCATTERED SITE UNITS**

APPLICANT NAME: _____

SPRINKLE FACTORY PRICE AND COST BREAKDOWNS										
Floor Plan A			Floor Plan B			Floor Plan C			Project Total	
<div> <div>Home Type (Series 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, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)</div> <div>Proposed Net Usable SqFt: _____</div> <div>Proposed Whole Total SqFt: _____</div> </div>										
<div> <div>1. Sale Price Breakdown</div> <div> <div>A. Total Sale Price (Net Usable SqFt)</div> <div>B. Total Construction Cost (Net Usable SqFt)</div> <div>C. Financing Cost</div> <div>D. Marketing and General Expenses</div> <div>E. Marketing Cost</div> <div>F. Sales Commission</div> <div>G. Closing Costs</div> <div>H. Carrying Costs</div> <div>I. Profit</div> <div>J. Total Sales Price</div> </div> </div>										
<div> <div>2. Construction Cost Breakdown</div> <div> <div>A. Site Work</div> <div>B. Foundations, Foundations, Concrete, Retaining Walls, and Soil</div> <div>C. Framing</div> <div>D. Exterior Finishes</div> <div>E. Interior Finishes</div> <div>F. Mechanical, Electrical, Plumbing, and HVAC</div> <div>G. Other</div> </div> </div>										
<div> <div>3. Other</div> <div> <div>A. Other</div> <div>B. Other</div> <div>C. Other</div> <div>D. Other</div> <div>E. Other</div> <div>F. Other</div> <div>G. Other</div> <div>H. Other</div> <div>I. Other</div> <div>J. Other</div> </div> </div>										
<div> <div>4. Total Construction Cost</div> <div> <div>A. Total Construction Cost</div> <div>B. Total Construction Cost</div> <div>C. Total Construction Cost</div> <div>D. Total Construction Cost</div> <div>E. Total Construction Cost</div> <div>F. Total Construction Cost</div> <div>G. Total Construction Cost</div> <div>H. Total Construction Cost</div> <div>I. Total Construction Cost</div> <div>J. Total Construction Cost</div> </div> </div>										
<div> <div>5. Total Project Cost</div> <div> <div>A. Total Project Cost</div> <div>B. Total Project Cost</div> <div>C. Total Project Cost</div> <div>D. Total Project Cost</div> <div>E. Total Project Cost</div> <div>F. Total Project Cost</div> <div>G. Total Project Cost</div> <div>H. Total Project Cost</div> <div>I. Total Project Cost</div> <div>J. Total Project Cost</div> </div> </div>										

NOTES:
 A) Usable square feet should include all enclosed areas with walls and floor coverings and heating. Garages and porches are not to be included in usable square feet.
 B) If more than three (3) floor plans are included in sales project, please email request to salesdevelopment@sprinklesystems.com indicating the number of floor plans needed.

EXHIBIT F

SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE NEW CONSTRUCTION HOMEBUYER ASSISTANCE PROGRAM

STATEMENT ACKNOWLEDGING PROGRAM TERMS AND CONDITIONS

This Statement of Terms and Conditions of the Midtown Redevelopment Authority's New Construction Homebuyer Assistance Program ("MRA Homebuyer Assistance Statement") is executed by _____ ("Seller") and

("Homebuyer(s)") for the benefit of the Midtown Redevelopment Authority ("Midtown").

1. Homebuyer is purchasing a new construction affordable single-family residence located at: _____, Houston, Texas 77____ ("Residence"), on Property which is described on Exhibit "A", attached hereto, and made a part hereof for all purposes.
 2. I/We hereby acknowledge participation in the Midtown New Construction Single Family Homebuyer Assistance Program which affords Homebuyer the opportunity to purchase the Residence at below market rate.
 3. I/We understand and acknowledge that Midtown Redevelopment Authority (MRA) has facilitated the development of the Residence by subsidizing the cost of the land on which the Residence was constructed, pursuant to a Development Agreement with the Seller.
 4. I/We acknowledges that there are restrictions on the use of the property during the defined affordability period.
 5. I/We, by my/our signature(s) below, hereby certify that the total number of persons who will reside at the above residence as their principal residence is _____.
-

6. My/Our total household income from all income sources is \$ _____, which is less than or equal to ____ % of Area Median Income at the time of closing.

7. The purchase price of the Residence is: \$ _____

8. The appraised/fair market value of the Residence is: \$ _____

9. The fair market value of the land on which the Residence is constructed is: \$ _____

10. In order to assist Homebuyer to purchase the Residence, MRA subsidized the cost of the Residence by making the land available to the developer at a nominal cost for construction of affordable housing, resulting in a sales price for the Residence that is below fair market value. The value of the land is \$ _____ ("Homebuyer Assistance") which is being applied, at closing, toward the purchase price of the Residence.

11. The foregoing Homebuyer Assistance is being provided in the form of a Deferred Payment Forgivable Loan (the "Deferred Payment Loan"). In connection with the purchase of the Residence, Homebuyer is executing a Deferred Payment Forgivable Promissory Note, secured by a Subordinate Lien Deed of Trust and Notice of Occupancy Restrictions (the "Loan Documents"), and this Midtown Homebuyer Assistance Statement of Terms and Conditions.

12. Homebuyer understands and acknowledges that Homebuyer is required to occupy the Residence as Homebuyers' principal residence for a period of at least 20 years from the date of Homebuyer's purchase of the Residence ("Affordability Period"). Homebuyer further understands and acknowledges that if Homebuyer receives federal HOME Program assistance in an amount of \$40,000.00 or more, then the Affordability Period shall be twenty-five (25) years.

13. Homebuyer understands, acknowledges, and agrees that Homebuyer is required to maintain the Property upon which the Residence is located in accordance with the standards and requirements set out in the Declaration.

14. Homebuyer understands and agrees that if Homebuyer fails to comply with the Residency Requirement or any other requirement of the Deferred Payment Loan, Homebuyer will be required to repay to Midtown the unpaid Deferred Principal in accordance with the terms of the Loan Documents. More particularly, if the Residence is sold or foreclosed during the Affordability Period, a payment in an amount equal to the lesser of (i) the unpaid Deferred Principal or (ii) the Net Proceeds of the sale or foreclosure shall be immediately due and payable to Midtown. The "Net Proceeds" are the sales price minus the amount applied to repay any purchase money loan secured by a lien having priority over the Midtown Subordinate

Lien Deed of Trust and any usual and customary bona fide closing costs paid by Homebuyer related to the sale. The Affordability Period will terminate upon the occurrence of any one of the following events: foreclosure or transfer in lieu of foreclosure, *provided* that Midtown is paid the lesser of (i) the unpaid Deferred Principal or (ii) the Net Proceeds of such foreclosure or transfer in lieu of foreclosure and further provided that the restrictions applicable to the Affordability Period shall be revived according to the original terms if, during the original Affordability Period, the Homebuyer (owner of record) before the termination event obtains an ownership interest in the Residence,

Further, after any cure period provided in the Loan Documents and/or the restrictive covenants contained in the Special Warranty Deed (the “Deed”), Midtown may recover or seek to enforce covenants under the Loan Documents or the Deed for other defaults (including, for example, long-term or short-term rental of the Residence or any portion thereof) and during the continuance of any such other default, the deferred principal shall bear default interest at a rate of six percent (6%) per annum. (In no event will Midtown recover more than the maximum amount of interest permitted under applicable Texas usury law.)

HOMEBUYER

Printed Name: _____

Printed Name: _____

SELLER

Printed Name: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the ____ day of _____,
20__, by _____, Homebuyer.

Notary Public, State of Texas

EXHIBIT G

**SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE
NEW CONSTRUCTION HOMEBUYER ASSISTANCE PROGRAM**

APPLICANT AFFORDABILITY PERIOD CERTIFICATION

As an applicant to Midtown Redevelopment Authority (MRA) for land to be used for the construction of single-family homes to be developed and sold to first time income qualified homebuyers, I certify that we have reviewed and understand the "Statement Acknowledging Program Terms and Conditions" related to the twenty-year Affordability Period and the Homebuyer Assistance provided in the amount of the value of the land as determined by MRA. Such Assistance will be provided in the form of Deferred Payment Forgivable Loan and Homebuyer will be required to execute a Deferred Payment Forgivable Promissory Note secured by a Subordinate Lien Deed of Trust.

Name of Entity/ Applicant

Signature of Authorized Representative

Date

EXHIBIT H

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;"> _____ Name of Officer </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity _____		Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT I
SUMMARY SHEET

Home Plan Type	Address	Home Sq. Feet	Sales Price	Sales Price (per Sq Ft)	Construction Cost	Construction Cost (per Sq Ft)	# of Bedrooms / baths

You may add rows as necessary.

EXHIBIT J
Debarment Status

- A. Does your company appear on any City or Local Debarred Vendor List? Yes _____ No _____
- B. Does your company appear on any State Debarred Vendor List? Yes _____ No _____
- C. Does your company appear on any Federal Debarred Vendor List? Yes _____ No _____

If you answered Yes to any of the above, please provide details surrounding such Debarment below.

EXHIBIT K CHECKLIST

This checklist contains the order in which all required Exhibits and Attachments should be submitted in the Application. Please use one or more blank sheets of paper for the attachments. Label the attachments in accordance with the instructions in Section 6.0.

Exhibit C*	Applicant Information Worksheet
Attachment A	Project Description
Attachment B	Explanation of Roles and Responsibilities
Attachment C	Names of Professional Consultants to the Project
Attachment D	Development Experience
Exhibit D*	Land Tracts Requested
Attachment E	Floor Plan(s) Renderings
Attachment F	Description of Project Timing
Exhibit E*	Home Cost and Sales Price Worksheet
Attachment G	Evidence of Preliminary Financial Commitment
Attachment H	Site Layout(s), if applicable
Exhibit G*	Applicant Affordability Period Certification
Attachment I	M/WBE Plan
Attachment J	Section 3 Plan
Attachment K	Marketing Plan
Exhibit H*	Conflict of Interest Questionnaire
Exhibit I*	Summary Sheet
Exhibit J*	Debarment Status

*These documents are on the CCPPI website in downloadable and printable format.
