

CIVIC AND PUBLIC POLICY IMPROVEMENT
&
MIDTOWN REDEVELOPMENT AUTHORITY
SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE

**GUIDELINES FOR SUBMITTING APPLICATIONS 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 applications from experienced developers pursuant to the guidelines herein. The lots being made available are listed on “**Exhibit A**”.

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 Developer(s). MRA conveys sites on terms as necessary to ensure financial feasibility and long-term affordability.

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.

1.4 ROLE OF CCPPI

CCPPI will collaborate with MRA in all aspects of the reviews 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:

Round One:

Applicant Submission: June 15, 2023 through July 31, 2023.

A pre-Application Conference will be held virtually, Wednesday, June 28, 2023 at 4:00 PM. If you desire to participate, please e-mail development@ccppi.org by 4:00 PM on Friday, June 23, 2023 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 4:00 PM Friday, June 23, 2023.

CCPPI review of Applications received and provide recommendations to MRA: August 1, 2023 through September 15, 2023.

Round Two:

Applicant Submission: September 15, 2023 through October 31, 2023

CCPPI review of Applications received and provide recommendations to MRA: November 1, 2023 through December 15, 2023

Round Three:

Applicant Submission: December 16, 2023 through January 31, 2024

CCPPI review of Applications received and provide recommendations to MRA: February 1, 2024 through March 15, 2024

Round Four:

Applicant Submission: March 16, 2024 through April 15, 2024.

CCPPI review of Applications received and provide recommendations to MRA: April 16, 2024 through May 31, 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 for households below 100% AMI and those households at or above 100 – 120% AMI.

**TABLE 1
ALLOWABLE MAXIMUM SALES PRICES**

Maximum For Sale Home Prices for Households at 100% - 120% AMI			
Bedroom Size	2BR/1Car Grg	3BR/2Car Grg	4BR/2Car Grg
Home Plan Type	Home Plan Type 1	Home Plan Type 2	Home Plan Type 3
Sales Price	\$195,000	\$256,000	\$296,000
Maximum For Sale Home Prices for Households below 100% AMI			
Bedroom Size	2BR/1Car Grg	3BR/2Car Grg	4BR/2Car Grg
Home Plan Type	Home Plan Type 4	Home Plan Type 5	Home Plan Type 6
Sales Price	\$188,000	\$245,000	\$280,000

**TABLE 2
HUD INCOME LIMITS, 2023**

Household Size	80% Area Median Income (AMI)	100% Area Median Income (AMI)	110% Area Median Income (AMI)	112% Area Median Income (AMI)
1-person	52,200	62,250	71,775	78,300
2-person	59,650	74,563	82,019	89,450
3-person	67,100	83,875	92,263	100,650
4-person	74,550	93,188	102,507	111,850
5-person	80,550	100,688	110,757	120,800
6-person	86,500	108,125	118,938	129,750
7-person	92,450	115,563	127,119	138,700
8-person	98,450	123,063	135,369	147,650

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.

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).

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)

If proposing to build more than one unit on a tract of land, please attach a site layout for the requested tract, displaying each unit to be constructed. Provide this for each site that more than one unit will be built on. Use the label "**Attachment H: Site Layout.**" If more than one layout, utilize

the protocol H-1, H-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 that may be achieved for each requirement are 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 (10 points)

- Five (5) points if 50% of the sales prices are affordable for household below 100% AMI.
- Five (5) points if sales prices are at least 10% below the applicable maximum sales price or three (3) points if sales prices are at least 5% below the applicable maximum sales price.

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 the last day for submittal in each Round. Late responses will be held for review during the subsequent Round.
- 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 For Sale Project,” 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.

EXHIBIT A

ID#	HCAD NUMBER	ADDRESS	SQ_FT	SECTOR MAP
1	0582210000013	0 EASTWOOD ST	4871.24	NONE
2	0582210000012	0 EASTWOOD ST	5165.03	NONE
3	0451360000031	0 GRAY ST	5584.56	NORTH CENTRAL THIRD WARD
4	0372130000007	3127 MCILHENNY ST	5000	NORTH CENTRAL THIRD WARD
5	0572090000015	3035 GRAY ST	5496.75	NORTH CENTRAL THIRD WARD
6	0191490000008	2828 FRANCIS ST	3470.33	NORTH CENTRAL THIRD WARD
7	0530160030013	0 HOLMAN AVE	5203.27	NORTH CENTRAL THIRD WARD
8	0372390000008	0 DREW ST	5031.91	NORTH CENTRAL THIRD WARD
9	0530160030012	3413 SAUER ST	4749.43	NORTH CENTRAL THIRD WARD
10	0510410000008	3026 BEULAH ST	5076.03	NORTH CENTRAL THIRD WARD
11	0510310000009	3103 ROSALIE ST	4994.44	NORTH CENTRAL THIRD WARD
12	0510330000013	3005 BEULAH ST	4981.24	NORTH CENTRAL THIRD WARD
13	0191490000025	2822 FRANCIS ST	3972.66	NORTH CENTRAL THIRD WARD
14	0190960000007	3005 PAIGE ST	5048.7	NORTH CENTRAL THIRD WARD
15	0191540000011	3013 FRANCIS ST	5040.34	NORTH CENTRAL THIRD WARD
16	0513150000014	3411 HADLEY ST	4018.47	NORTHEAST THIRD WARD
17	0513140000009	3415 WEBSTER ST	3180.67	NORTHEAST THIRD WARD
18	0513110000016	3319 WEBSTER ST	4027.37	NORTHEAST THIRD WARD
19	0372210000008	3229 BREMOND ST	5021.24	NORTHEAST THIRD WARD
20	0372120000006	3201 MCILHENNY ST	5000	NORTHEAST THIRD WARD
21	0513120000005	3318 WEBSTER ST	3998.45	NORTHEAST THIRD WARD
22	0513130000005	3318 HADLEY ST	3992.69	NORTHEAST THIRD WARD
23	0513150000018	3423 HADLEY ST	4023.84	NORTHEAST THIRD WARD
24	0513140000008	3411 WEBSTER ST	4599.26	NORTHEAST THIRD WARD
25	0372210000005	3202 MCILHENNY ST	5032.31	NORTHEAST THIRD WARD
26	0513150000015	3415 HADLEY ST	4031.43	NORTHEAST THIRD WARD
27	0513150000009	3428 WEBSTER ST	3987.15	NORTHEAST THIRD WARD
28	0513150000007	0 WEBSTER ST	3978.09	NORTHEAST THIRD WARD
29	0372240000002	3234 BREMOND ST	4973.58	NORTHEAST THIRD WARD
30	0510260000029	3218 TUAM ST	4970.47	NORTHEAST THIRD WARD
31	0372480000012	3413 BEULAH ST	5058	NORTHEAST THIRD WARD
32	0372540000012	0 TUAM	5240.46	NORTHEAST THIRD WARD
33	0221370000014	3341 SANDERS ST	5036.15	NORTHEAST THIRD WARD
34	0530250000023	3239 BERRY ST	4004.53	NORTHEAST THIRD WARD
35	090330010005	3507 TIERWESTER ST	3831.15	NORTHEAST THIRD WARD
36	0280570000004	3436 MCGOWEN ST	2768.75	NORTHEAST THIRD WARD
37	0513150000002	3406 WEBSTER ST	3954.76	NORTHEAST THIRD WARD

38	0513140000007	3407 WEBSTER ST	4018.8	NORTHEAST THIRD WARD
39	0513130000011	3335 MCILHENNY ST	4000.44	NORTHEAST THIRD WARD
40	0372330000001	3238 MCGOWEN ST	4924.8	NORTHEAST THIRD WARD
41	0510370000012	3317 BEULAH ST	4940.64	NORTHEAST THIRD WARD
42	0372560000014	3425 DREW ST	5003.92	NORTHEAST THIRD WARD
43	0530130000006	3322 FRANCIS CT	4339.86	NORTHEAST THIRD WARD
44	090320040004	3308 ELGIN CT	4577.99	NORTHEAST THIRD WARD
45	0221350000040	3341 SAMPSON ST	5000.01	NORTHEAST THIRD WARD
46	0510440000012	3247 FRANCIS ST	5023.4	NORTHEAST THIRD WARD
47	0510350000010	3219 BEULAH ST	2746.94	NORTHEAST THIRD WARD
48	0372560000015	3427 DREW ST	5015.41	NORTHEAST THIRD WARD
49	0372370000006	3205 DREW ST	4442.67	NORTHEAST THIRD WARD
50	0372590000007	3318 BREMOND ST	4994.18	NORTHEAST THIRD WARD
51	0372530000013	3327 TUAM ST	5300.55	NORTHEAST THIRD WARD
52	0372350000006	3305 DREW ST	1674.29	NORTHEAST THIRD WARD
53	0530220000001	3244 REEVES ST	4969.98	NORTHEAST THIRD WARD
54	0530300000014	3309 WINBERN ST	3836.76	NORTHEAST THIRD WARD
55	0372350000007	3309 DREW ST	5014.69	NORTHEAST THIRD WARD
56	0530190000020	3339 REEVES ST	4343.47	NORTHEAST THIRD WARD
57	0280570000007	0 CANFIELD ST	5035	NORTHEAST THIRD WARD
58	0372320000009	3213 DENNIS ST	5031.11	NORTHEAST THIRD WARD
59	0221350000012	3424 SIMMONS ST	3999.61	NORTHEAST THIRD WARD
60	0221360000018	3413 SAMPSON ST	5067.48	NORTHEAST THIRD WARD
61	0530300000012	3517 NETTLETON	4798.32	NORTHEAST THIRD WARD
62	0372320000003	3210 MCGOWEN ST	4753.3	NORTHEAST THIRD WARD
63	0510260000002	3210 TUAM AVE	5309.83	NORTHEAST THIRD WARD
64	0530250000027	3235 BERRY ST	5000.18	NORTHEAST THIRD WARD
65	0221350000022	3450 SIMMONS ST	4131.91	NORTHEAST THIRD WARD
66	0372360000012	2718 TIERWESTER ST	5078.71	NORTHEAST THIRD WARD
67	0510270000008	3316 TUAM ST	4992.89	NORTHEAST THIRD WARD
68	0530270000011	0 BERRY ST	3073.48	NORTHEAST THIRD WARD
69	0510260000016	3205 ANITA ST	5027.59	NORTHEAST THIRD WARD
70	0510370000010	3325 BEULAH ST	4854.82	NORTHEAST THIRD WARD
71	0372610000001	3340 MCILHENNY ST	4399.98	NORTHEAST THIRD WARD
72	0510390000003	3236 BEULAH ST	1662.74	NORTHEAST THIRD WARD
73	0510280000016	0 ROSALIE ST	5070.43	NORTHEAST THIRD WARD
74	0530170000012	3205 REEVES ST	4000	NORTHEAST THIRD WARD
75	0530140000003	3250 FRANCIS ST	4321.2	NORTHEAST THIRD WARD
76	0530250000009	3228 HOLMAN ST	4003.16	NORTHEAST THIRD WARD
77	0221400000013	3419 SIMMONS ST	3801.91	NORTHEAST THIRD WARD
78	0530300000005	3318 HOLMAN ST	4018.65	NORTHEAST THIRD WARD
79	0372540000019	2806 CANFIELD ST	4459.8	NORTHEAST THIRD WARD
80	0171440060004	3442 HADLEY ST	4999.98	NORTHEAST THIRD WARD
81	0510360000019	3239 BEULAH ST	1666.59	NORTHEAST THIRD WARD

82	0510360000014	3235 BEULAH ST	2949.37	NORTHEAST THIRD WARD
83	0221330000008	0 SIMMONS ST	5000	NORTHEAST THIRD WARD
84	0372480000011	3411 BEULAH ST	5059.92	NORTHEAST THIRD WARD
85	0510290000008	3220 ANITA ST	3954.94	NORTHEAST THIRD WARD
86	0513160000002	3406 HADLEY ST	4083.74	NORTHEAST THIRD WARD
87	0510290000005	3214 ANITA ST	3994.6	NORTHEAST THIRD WARD
88	0510360000013	3237 BEULAH ST	1696.23	NORTHEAST THIRD WARD
89	0510290000014	0 ROSALIE ST	4011.34	NORTHEAST THIRD WARD
90	0190090000005	0 EMANCIPATION AVE	5000.05	NORTHWEST THIRD WARD
91	0190520000006	0 ST CHARLES	5000	NORTHWEST THIRD WARD
92	0190520000018	0 ST CHARLES	5000	NORTHWEST THIRD WARD
93	0190520000014	0 ST CHARLES	3150	NORTHWEST THIRD WARD
94	0190520000016	0 DREW ST	3821	NORTHWEST THIRD WARD
95	0192040000004	0 HOLMAN AVE	5083.79	NORTHWEST THIRD WARD
96	0630570050020	3221 TRUXILLO ST	5499.81	SOUTH OF ALABAMA
97	0611680350016	0 ISABELLA ST	5264.06	SOUTH OF ALABAMA
98	0572750050006	6623 CALHOUN RD	5000.01	SOUTH OF GRIGGS
99	0572750050001	0 CALHOUN	5000.05	SOUTH OF GRIGGS

EXHIBIT A-1
Sector Map

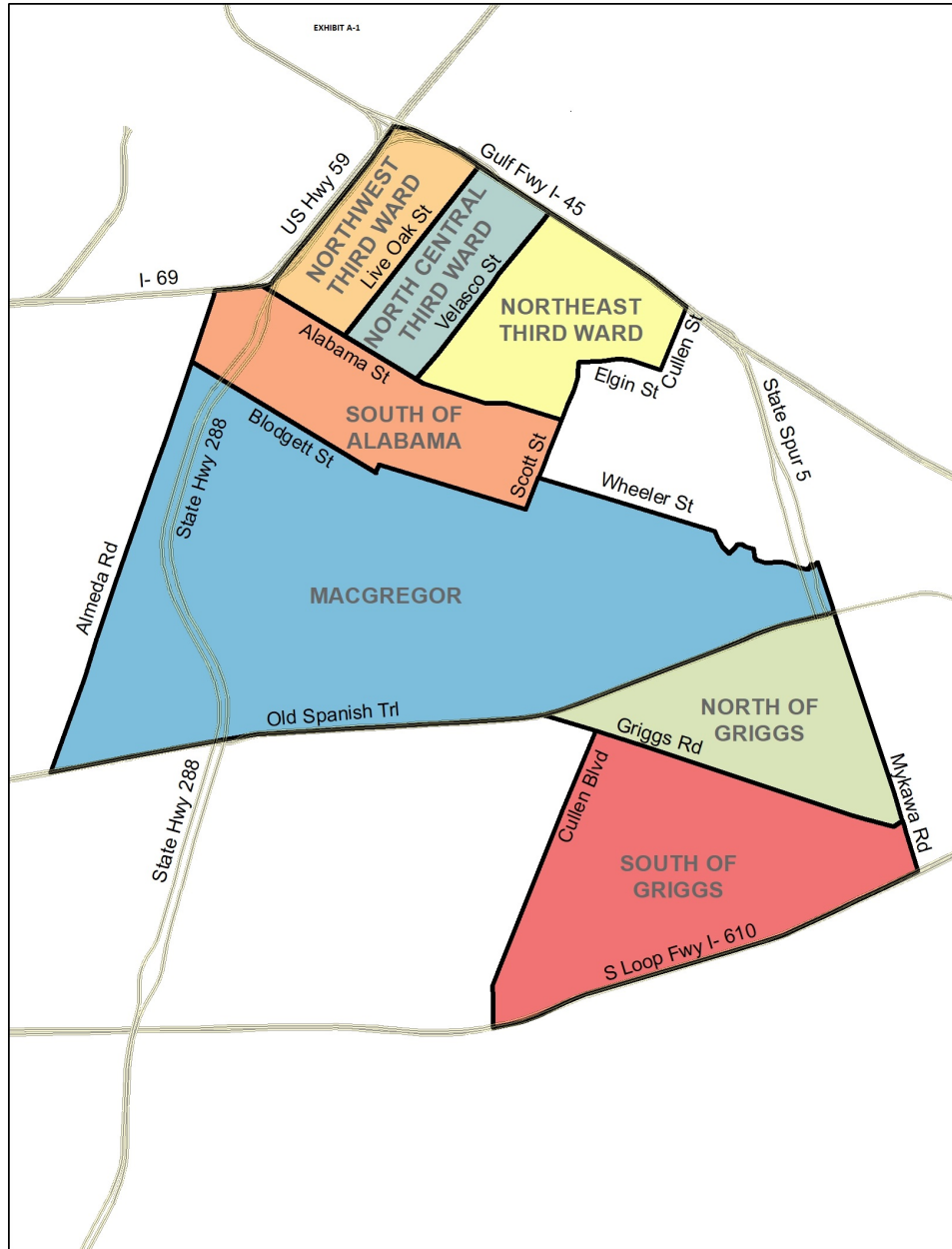


EXHIBIT B
PROGRAM TERMS AND CONDITIONS AND DESIGN GUIDELINES

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 E HOME COST AND SALES PRICE WORKSHEET

EXHIBIT E HOME SALES PRICE & COSTS WORKSHEET SCATTERED SITE UNITS

APPLICANT NAME:

SINGLE FAMILY PRICE AND COST BREAKDOWNS

	Floor Plan A		Floor Plan B		Floor Plan C		Project Total	
	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price
Home Type (select 1 thru 6 from application)								
Proposed # of Houses:								
Proposed House Livable SqFt:								
Proposed House Total SqFt:								
I. Sale Price Breakdown								
A. Finished Lot Cost (Section III below)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Total Construction Costs (Section II below)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Financing Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
D. Overhead and General Expenses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
E. Marketing Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F. Sales Commission	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Closing Costs	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
H. Carrying Costs	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
I. Profit	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
J. Total Sales Price	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
II. Construction Cost Breakdown								
I. Site Work								
A. Building Permit Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Impact Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Water & Sewer Fees/inspections	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
D. Architecture, Engineering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
E. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
II. Foundations								
F. Excavation, Foundations, Concrete, Retaining Walls and Backfill	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F1. Foundation Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
III. Framing								
H. Framing (including roof)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
H1. Framing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
I. Trusses (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
J. Sheathing (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
K. General Metal, Steel	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
L. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
IV. Exterior Finishes								
M. Exterior Wall Finish	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
N. Roofing	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
N1. Roofing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
O. Windows and Doors (including garage door)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
P. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
V. Major Systems Rough-Ins								
Q. Plumbing (except fixtures)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
R. Electrical (except fixtures)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
S. HVAC	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
T. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
T1. Major Systems Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VI. Interior Finishes								
U. Insulation	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
V. Drywall	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
W. Interior Trims, Doors and Mirrors	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
X. Painting	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Y. Lighting	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Z. Cabinets, Countertops	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AA. Appliances	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AB. Flooring	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AC. Plumbing Fixtures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AD. Fireplace	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AE. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AE1. Interior Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VII. Final Steps								
AF. Landscaping	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AG. Outdoor Structures (deck, patio, porches)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AH. Driveway	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AI. Clean Up	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%

AI. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VIII. Other	\$ -		\$ -		\$ -		\$ -	
AK. Other (security, portable toilets, etc)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Construction Cost	\$ -		\$ -		\$ -		\$ -	
III. Finished Lot Cost								
I. Lot Development Cost	\$ -		\$ -		\$ -		\$ -	
A. Pre-Development Due Diligence Cost (Env., Geo-tech, Allu., Replat., etc.)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Land Acquisition Cost (For-Profit builders \$1.50 per sq')	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Closing Cost (lot)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
D. Site Clearing and Demolition	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
E. Sewer Leads and Taps	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F. Fill Dirt	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Infrastructure Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
H. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Finished Lot Cost	\$ -		\$ -		\$ -		\$ -	

NOTES:

- A) Livable square feet should include all enclosed areas with wall and floor coverings and heating. Garages and patios are not to be included in livable square feet.
- B) If more than three (3) floor plans are included in your project, please email request to www.development@ccpti.org 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		FORM CIQ
For vendor doing business with local governmental entity		
<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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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> <p align="center">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> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p align="center">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> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>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).</p>		
<p>7</p> <p align="center"> _____ Signature of vendor doing business with the governmental entity </p> <p align="right"> _____ Date </p>		

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 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.
