

Mayor Timothy M. Keller

**CITY OF ALBUQUERQUE**  
**Albuquerque, New Mexico**  
**Office of the Mayor**

**INTER-OFFICE MEMORANDUM**

March 19, 2025

**TO:** Brook Bassan, President, City Council

**FROM:** Timothy M. Keller, Mayor



**SUBJECT: Approval of the Agreement to the Somos Apartments Development Agreement with Sol Housing to Utilize HUD HOME & ARPA Treasury Funds Towards the New Construction of a Senior Rental Housing Project.**

This request for approval is for the proposed Somos Apartments Development Agreement between the City of Albuquerque and Sol Housing (formerly Greater Albuquerque Housing Partnership), to provide \$6,179,187.54 of federal funding towards the Somos Apartments project located at 7200 Central Avenue SE. The \$5,179,187.54 of HUD HOME Investment Partnerships grant funds (which includes \$4,817,326.29 of HOME entitlement and \$361,861.25 of HOME match) was procured under RFP-2024-511—RG and RFP-2024-610—RG and the \$1,000,000.00 of American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from U.S. Department of Treasury was procured under RFP-2024-600—RG. This federal funding will provide the local contribution needed for the Low Income Housing Tax Credit allocation from the New Mexico Mortgage Finance Authority and close the financing gap caused increasing construction costs experienced by the project and its more than \$25 Million in Total Development Cost.


The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque's Metropolitan Redevelopment Agency, which will be conveyed to the Developer. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High-HOME and Low-HOME rents for the 20-year HOME Affordability Period and will have a concurrent restriction for the ARPA funding.

**SUBJECT: Approval of the Agreement to the Somos Apartments Development Agreement with Sol Housing to Utilize HUD HOME & ARPA Treasury Funds Towards the New Construction of a Senior Rental Housing Project.**

Approved:


Approved as to Legal Form:

 3/21/25  
Samantha Sengel, EdD Date  
Chief Administrative Officer

DocuSigned by:  
 3/27/2025 | 10:44 AM MDT  
1A21D96D32C74EE...  
Lauren Keefe Date  
City Attorney

DS  
PP

Recommended:

DocuSigned by:  
 3/25/2025 | 10:48 AM MDT  
F9705DFAA0D2484...  
Gilbert Ramirez Date  
Director



## **Cover Analysis**

### **1. What is it?**

This request for approval is for the proposed Development Agreement between the City of Albuquerque and the Sol Housing, to provide gap financing towards the future new construction of the Somos Apartments, located at 7200 Central Avenue SE. The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque's Metropolitan Redevelopment Agency, which, at the option of the Developer, will either be leased to the Ownership Entity or conveyed to the Developer and leased by the Developer to the Ownership Entity. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High-HOME and Low-HOME rents for the 20-year HOME Affordability Period

### **2. What will this piece of legislation do?**

This legislation will provide \$4,817,326.29 of HUD HOME Investment Partnerships grant funds, \$361,861.35 of HOME match funds, and \$1,000,000.00 of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury, towards the Somos Apartments, a more than \$25 Million project.

### **3. Why is this project needed?**

The funding will provide gap financing in the form of a local contribution from the City, which Sol Housing will leverage with Low Income Housing Tax Credits from the New Mexico Mortgage Finance Authority.

### **4. How much will it cost and what is the funding source?**

The Somos Apartments project has estimated Total Development Cost of \$25,287,327, of which \$4,817,326.29 of HUD HOME Investment Partnerships grant funds, \$361,861.35 of HOME match funds, and \$1,000,000.00 of ARPA funds through this request.

**5. Is there a revenue source associated with this contract? If so, what level of income is projected?**

No. The funds are utilized in construction and secured through a City Mortgage, City Promissory Note, and City Restrictive Real Estate Covenants that ensures that there the project remains Affordable Housing for at least 20 years. It is necessary that any project revenue be utilized by the project for the long-term, as provided for in the Project's Pro-Forma.

**6. What will happen if the project is not approved?**

The funds proposed as part of this legislation account for approximately 16.9% of the project's total costs. Not approving the \$6,179,187.54 of HUD HOME/ARPA Treasury Funds in this request, will likely leave the developer with insufficient funds to proceed with the project.

**7. Is this service already provided by another entity?**

No. The new construction of affordable housing units was awarded through three separate competitive procurement processes (RFP-2024-511—RG, RFP-2024-600—RG, and RFP-2024-610—RG), addressing the need for affordable housing. Sol Housing's proposals were the highest scoring for each process and received individual recommendations for each award.

### FISCAL IMPACT ANALYSIS

**TITLE: Approval of the Agreement to the Somos Apartments Development Agreement with Sol Housing to Utilize HUD HOME & ARPA Treasury Funds Towards the New Construction of an Affordable Rental Housing Project.**

R: O:  
FUND: 305/265

DEPT: 7345720/29  
\_HOME

- ☒ [X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ [ ] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** The \$4,817,326.29 of HUD HOME Investment Partnerships grant funds and \$361,861.25 in HOME MATCH funds previously legislated in (R-24-30 , R-23- 115, R-22- 23, R-21-159, R-20-26) totaling \$5,179,187.54 was procured under RFP-2024-511—RG and RFP-2024-610—RG and the \$1,000,000.00 funds perviously legislated (R-24-44) of American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from U.S. Department of Treasury was procured under RFP-2024-600—RG.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

APPROVED:

DocuSigned by:

DocuSigned by:

Anna M. Lujan 3/25/2025 | 10:38 AM MDT  
FISCAL ANALYST

Gilbert Ramirez 3/25/2025 | 10:48 AM MDT  
DIRECTOR

REVIEWED BY:

Signed by:

DocuSigned by:

Signed by:

Simon Miller 3/26/2025 | 4:53 PM MDT  
EXECUTIVE BUDGET ANALYST

Donna Sandoval 3/27/2025 | 8:24 AM MDT  
BUDGET OFFICER

Christine Baurer 3/27/2025 | 8:54 AM MDT  
CITY ECONOMIST

## **DEVELOPMENT AGREEMENT**

By and between the **City of Albuquerque**, Albuquerque, New Mexico, a municipal corporation,  
and

Developer,  
**Sol Housing**, a New Mexico non-profit corporation, 320 Gold Avenue SW, Suite 918,  
Albuquerque, NM 87102

Date Executed: \_\_\_\_\_

## **SOMOS APARTMENTS**

**7200 Central Avenue SE**

**Legal Description: A certain tract of land designated as Tract A-1, lying within Block 11 La Mesa No. 2 Subdivision at the southeast corner of the intersection of Central Avenue & Alcazar Street within Section 19, T. 10N. R. 4E., City of Albuquerque, Bernalillo County, State of New Mexico.**

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## DEVELOPMENT AGREEMENT

HOME Investment Partnerships Program (HOME) Grant Agreement  
and  
American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds  
(CSLFRF) Grant Agreement

THIS AGREEMENT is entered into upon the final date of signature below, by and between the **City of Albuquerque**, New Mexico, a municipal corporation (hereinafter “City”) and **Sol Housing**, a New Mexico non-profit corporation, 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102 (hereinafter “Developer”). City and Developer are sometimes hereinafter referred to collectively as “the Parties” and individually as “a Party.”

### RECITALS

WHEREAS, the City is authorized by the National Affordable Housing Act of 1990, the New Mexico Affordable Housing Act, §§6-27-1 *et seq.* NMSA 1978, and the Albuquerque Affordable Housing Implementing Ordinance, §§14-21-1 *et seq.* ROA 1994, to acquire, construct, improve, rehabilitate and conserve facilities intended for use as a place of residence; and

WHEREAS, the City has determined by Resolution adopted September 21, 1992, Enactment No. 134-1994, that a serious shortage of decent, safe, sanitary and affordable residential housing exists in the City of Albuquerque; and

WHEREAS, the City has funds available pursuant to the HOME Investment Partnerships Program (HOME Grant) with Assistance Listing No. 14.239, and the American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) with Assistance Listing No. 21.027; and

WHEREAS, funding for the Project described in Section 2.3 of this Agreement, was included in the City’s 2023 Action Plan, approved by City Council on May 1, 2023, by Resolution R-23-115, and

WHEREAS, funding for the Project described in Section 2.3 of this Agreement, was included in three separate competitive Requests for Proposals processes: RFP-2024-511—RG, RFP-2024-600—RG, and RFP-2024-610—RG; and

WHEREAS, the Developer responded the City’s RFPs with a proposal for its Somos Apartments project, which was the highest scoring project proposed, and thereby received a recommendation of award from the RFP’s Ad Hoc Committee; and

WHEREAS, the Developer has also secured the project site, which is currently City-owned land controlled by the Metropolitan Redevelopment Agency (MRA) and was procured through MRA RFP#01-2023; and

WHEREAS, the Developer represents that it has the necessary construction and management expertise to develop and manage the Project; and

WHEREAS, the Developer has been evaluated and meets the requirements of a Community Housing Development Organization (CHDO) at the time of the award.

NOW THEREFORE, and in consideration of the premises and the mutual covenants hereinafter set forth, the Parties formally covenant and agree as follows:

## **ARTICLE I**

### **Definitions**

Section 1.1. The Definitions in the *Administrative Requirements for Social Service Contracts Awarded Under the City of Albuquerque*, as they exist at the time of the execution of this Agreement or as amended during the term of this Agreement are adopted by reference and incorporated herein as though set forth in full in this section.

Section 1.2. Capitalized terms shall have the meaning assigned to them in this Agreement. If not otherwise defined in this Agreement, capitalized terms shall retain their customary meaning.

Section 1.3. The additional definitions as shown in Exhibit A, except where the context indicates otherwise, shall have the respective meanings set forth in Exhibit A.

## **ARTICLE II**

### **Project Purpose and Description**

Section 2.1. Purpose of Project. The purpose of the Project is to construct seventy (70) units of mixed-income rental housing located at 7200 Central SE, of which all are affordable units designated for persons who are at or below 80% Area Median Income (AMI), with specific set-asides for households at or below 60% AMI, 50% AMI, and 30% AMI, as further described in Section 2.3, below.

Section 2.2. Project Term. The development of the Project and the provision of the Affordable Housing Units (as defined below) by the Developer are to commence dependent upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority to the Developer and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, the Project and all of the services required hereunder in connection with the Project, shall be continued for twenty (20) years from the City's Date of Project Completion in the HUD Integrated Disbursement and Information System (IDIS), and shall be referred to as the "HOME Affordability Period." **The Project contains twenty-five (25) HOME-assisted units (20 High-HOME and 5 Low-HOME), as stipulated in the Restrictive Real Estate Covenants, which shall abide by the High-HOME and Low-HOME rents for the entire 20-year HOME Affordability Period.**

Section 2.3. Project Description. The Project, named **Somos Apartments**, will be located at 7200 Central Avenue SE, as legally described in Exhibit B (hereinafter referred to as the “Real Property”). The Project shall consist of the construction and management of the four-story, multi-family building, including common space, landscaping, access, parking lots and grounds located on the aforementioned Real Property. The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque’s Metropolitan Redevelopment Agency, which, at the option of the Developer, will either be leased to the Ownership Entity or conveyed to the Developer and leased by the Developer to the Ownership Entity. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High-HOME and Low-HOME rents for the 20-year HOME Affordability Period, as more fully provided elsewhere in this Agreement.

Section 2.4. Development Single Purpose Entity. The Developer intends to form a single purpose entity (“Development Entity”) and plans to use federal low income housing tax credits to partially fund the development of the Project. The Development Entity will develop, own, and operate the Project on the Real Property. Following the formation of the Development Entity, which will likely be a New Mexico limited liability limited partnership, the rights and obligations under this Agreement shall be assigned by the Developer to the Development Entity. An affiliate of the Developer will serve as the general partner of the Development Entity and a third party investor will serve as limited partner of the Development Entity.

Section 2.5. Management of Property. Developer shall manage the Somos Apartments through a property management agreement with a professional property management company that has been approved by the City in writing. Monarch Properties, Inc. has been selected by the Developer as the property management company for the Somos Apartments, and this selection is approved by the City. Any changes of property management company must also be approved in writing by the City.

### **ARTICLE III**

#### **Funds Committed to the Project**

##### Section 3.1. Description of City Grant

A. The City shall provide a grant (the "City Grant") to the Developer to assist in the Project financing, in an amount not to exceed **Six Million, One Hundred Seventy Nine Thousand, One Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$6,179,187.54)**, including \$4,817,326.29 from the U.S. Department of Housing and Urban Development HOME Investment Partnerships (HOME) funds designated as HOME Community Housing Development Organization (CHDO) Set-Aside funding, \$361,861.25 of HOME match funds, and \$1,000,000.00



of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from U.S. Department of Treasury in accordance with the American Rescue Plan Act. The City Grant shall be forgiven at the end of the HOME Affordability Period if all conditions and requirements of this Development Agreement and related obligations are met.

B. At the closing of the City Grant (the "Closing," as defined in Exhibit A hereto), the Developer will loan the City Grant funds to the Development Entity, which loan will be evidenced by a Promissory Note (the "City HOME Note") in a form agreed upon prior to closing and secured by a Mortgage (the "City HOME Mortgage") in a form agreed upon prior to closing. The City HOME Note and City HOME Mortgage will be collaterally assigned to the City as security for the payment of the City Grant. The Developer and the Development Entity shall also sign at Closing, the Restrictive Real Estate Covenants in a form substantially similar to Exhibit I as attached hereto. The Closing shall occur on or before December 31, 2025 unless extended by the parties.

Section 3.2. Project Budget. The proposed Project Budget is attached as Exhibit E. If Pre-Development land acquisition or land donation are part of this Project but were funded separately, the Schedules shown in Exhibit E shall be completed for those activities and shall be incorporated into the Project Budget shown in Exhibit E. The proposed Project Budget shall be subject to change or amendment from time to time, subject to prior written approval of the Authorized City Representative. The Authorized City Representative shall not unreasonably withhold such approval if (a) the combined amount of all sources of funds available remains sufficient to pay all anticipated costs of the Project, (b) the proposed amendment to the Project Budget does not adversely affect Developer's ability to complete the Project pursuant to this Agreement, (c) Developer promptly provides written notice of any such proposed amendment to the City, and (d) the proposed amendment does not reflect a material change to the Plans, Specifications and Elevations.

Section 3.3. Schedule of Grants. Attached hereto as Exhibit F and incorporated herein as though set forth in full in this paragraph is the schedule of grants from the City to be paid, and the terms thereof.

Section 3.4. Other Loans, Grants, and Subsidies. Other loans, grants, and subsidies, if applicable, are listed on the attached Exhibit E and incorporated herein as though set forth in full in this paragraph. Other than as set forth on Exhibit E, the Developer shall not encumber the Project without the City's consent.

Section 3.5. Tax Credits. The estimated amount of federal low income housing tax credits are listed on the attached Exhibit E and incorporated herein as though set forth in full in this paragraph. Should the Developer not receive an award of low-income housing tax credits from the New Mexico Mortgage Finance Authority ("MFA") by June 1, 2025, the City Grant funds designated in this Agreement may be undesignated and available for other affordable housing projects, as determined by the City. The Developer shall immediately notify the City of such failure within ten (10) business days of Developer's notification of such failure from the MFA. Failure to notify the City of the Developer's failure to receive an award of low-income housing tax credits is a material Event of Default.

Section 3.6. Request for Disbursement of Funds. The Developer may not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. 24 CFR § 92.504(c)(3)(viii).

Section 3.7. Fees. The Developer shall not charge fees that are not customarily charged in rental housing. 24 CFR § 92.504(c)(3)(xi).

## **ARTICLE IV**

### **Commencement and Completion of the Project**

Section 4.1. Agreement to Construct and Complete the Project.

A. Developer shall construct the project in accordance with the Plans, Specifications and Elevations prepared by Developer, including any and all supplements, amendments and additions or deletions thereon or therein, as approved by the City in writing.

B. Developer shall construct the Project with all reasonable dispatch and according to the Development Schedule attached as Exhibit G. An updated Development Schedule shall be provided within sixty (60) days after execution of the Agreement and shall be provided as part of the subsequent quarterly reports. Failure to meet the Development Schedule after notice and cure under Article XI is a material Event of Default of this Agreement.

C. Developer shall have sole responsibility for construction of the Project and shall perform the responsibilities itself or through affiliates, agents, contractors, subcontractors or others selected by it in whatever lawful manner Developer deems necessary or advisable, provided such manner is in conformance with all applicable funding sources. Developer shall procure from the appropriate state, county, municipal and other authorities and corporations appropriate building permits and certificates of occupancy, connection arrangements for the supply of gas, water, electricity and other utilities and discharge of sewage and industrial waste disposal for the operation of the Project.

D. All contractors and subcontractors will be procured in compliance with the Developers own policies and procedures, the requirements of all funding sources, and the procurement requirements of 2 CFR Part 200, including 2 CFR §§200.317-200.327.

Section 4.2. Establishment of Completion Date.

A. The Developer shall complete the construction of the Project no later than June 30, 2027, unless extended by the Parties ("Completion Date"). Failure to complete the construction by the Completion Date after notice and cure under Article XI, is a material Event of Default of this Agreement.

B. The Completion Date shall be evidenced to the City by (i) final inspection approval by the City of Albuquerque Building Safety Division of all building permits that lead to the completion of the Plans, Specifications and Elevations; (ii) if applicable, a letter of completion and acceptance by the City accepting public infrastructure required to be constructed; (iii) release of liens by contractors, subcontractors and suppliers employed in the project; and (iv) Certificate of Occupancy issued by the City. Such documents shall be delivered to the City promptly after completion of the Project but not later than thirty (30) days after receipt by the Developer, unless an extension of such date has been agreed to in writing by the parties to this Agreement. Notwithstanding the foregoing, such certificates shall state that they are given without prejudice to any rights of the City against any third party, existing at the date of such documents or which may subsequently come into being.

C. At all times during the construction phase, the City may conduct inspections of the Project during normal business hours after giving reasonable notice to Developer. Notwithstanding the above, within five (5) days after substantial completion of each building, Developer shall arrange for a Project walk through with the Developer's Authorized Representative, City's Authorized Representative, Construction Contractor and Independent Architect/Engineer to prepare the Project punch list on a unit by unit basis as well as common areas. Developer shall cause each item on the punch list to be remedied no later than thirty (30) days after issuance of the punch list or prior to rental of the apartment unit to the original renter, whichever occurs first.

Section 4.3. Developer to Pursue Remedies against Contractor and Subcontractors and their Sureties. In the event of default by any contractor or subcontractor under any contract made in connection with the Project, Developer shall promptly proceed either separately or in conjunction with others to exhaust any remedies against the contractor or subcontractor so in default and against each surety for the performance of such contractor or subcontractor. Developer may prosecute or defend any action or proceeding or take other action involving such contractor or subcontractor or surety or other guarantor or indemnitor which Developer deems reasonably necessary.

## **ARTICLE V**

### **Conditions**

#### **Usage and Documentation of Loans or Grants**

Section 5.1. Conditions Precedent to Disbursements of City Loans or City Grants Authorized Under this Agreement. The City and Developer agree that the Developer shall, at the Developer's expense, provide the following documents prior to the commencement of construction.

A. Phase I environmental site assessment.

B. ALTA survey of the Real Property.

C. Developer shall assist the City in complying with all applicable Environmental Review and historic preservation requirements of the U.S. Department of Housing and Urban

Development and the State Historic Preservation Office of New Mexico, prior to expending any City HOME funding stipulated under this Agreement. This Agreement does not constitute a full commitment of funds or site approval, and the commitment of funds or site approval may occur only upon satisfactory completion of environmental review and receipt by the City of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based on the results of the environmental review.

D. Plans, Specifications and Elevations for the Project. Developer shall submit one complete set of the Design and Development Plans, Specifications and Elevations for the Project to the City. The City shall review and approve the proposed Construction Plans, Specifications and Elevations prior to the commencement of any construction work pursuant hereto. In a case of material change, the Authorized Developer Representative shall certify to the City that such revised Plans, Specifications and Elevations (not to be confused with plans for building permits) will not materially affect the purpose of the Project as set forth herein, provided that no such material change shall be made without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, as determined in the City's sound governmental judgment in compliance with all applicable laws and ordinances. Plans for building permits and other approvals must also be submitted to the appropriate City Departments.

E. Evidence of procurement of all contractors and subcontractors in compliance with 2 CFR Part 200, 24 CFR Part 92 and applicable City regulations.

F. Title Insurance Commitment and Title Insurance Policy.

G. Affirmative Marketing Plan. Developer shall provide to the City an updated affirmative marketing plan along with procedures in conformance with 24 CFR §92.351 and the Fair Housing Act.

H. Schedule of Material Events and Activities. Developer shall provide to the City a projected schedule of material events and activities from the date of acquisition of the Real Property through the stabilized occupancy of the Project by eligible families.

Section 5.2. Use of Grant Proceeds, Repayment, Discharge. The City Grant shall be an amount of no greater than **Six Million, One Hundred Seventy-Nine Thousand, One Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$6,179,187.54)**. The City Grant includes all City funds allocated through this Agreement for this Project and shall be used for the development and construction of the Project, and no other purpose.

Section 5.3. Disbursement of City Grant Proceeds Authorized under this Agreement. The City Grant, authorized under this Agreement in the amount of **Six Million, One Hundred Seventy-Nine Thousand, One Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$6,179,187.54)**, shall be disbursed to the Developer to pay actual costs incurred by the Development Entity for

purposes authorized under this Agreement and per the projected Project budget attached hereto and incorporated herein as Exhibit E.

A. In addition to any other requirements herein, City Grant disbursement shall only be made in the event Developer meets the criteria set forth herein at Section 5.1 and upon the execution of this Agreement by both parties.

B. Developer agrees to provide the City with a Request for City Grant Disbursement, in a form acceptable to the City and substantially similar to Exhibit H, not less than ten (10) days prior to the distribution date.

C. Developer shall submit supporting invoices and documentation for costs actually incurred by and paid for by Developer. Construction costs must be certified by the Architect/Engineer.

Section 5.4. **HOME CHDO Funds.** The City Grant, authorized under this Agreement includes HOME Investment Partnerships funding in the amount of Five Million, One Hundred Seventy Nine Thousand, One Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$5,179,187.54), all of which may be eligible to be reserved as HOME CHDO Set Aside funds.

A. The Developer has been evaluated and meets the requirements of a CHDO as of the time of the award.

B. The Developer understands and agrees that it is subject to all HOME/CHDO requirements, including those described in 24 CFR §92.300, 24 CFR §92.301, and 24 CFR §92.303.

Section 5.4. **Grant Documentation.** Developer shall collaterally assign the City HOME Note to the City, and the City HOME Note shall be secured by City HOME Mortgage.

Section 5.5. **Restrictive Real Estate Covenants.** At Closing, Developer shall execute and deliver the Restrictive Real Estate Covenants to the City. To ensure the City's goals in regards to this Project, the City shall require the Restrictive Real Estate Covenants to be recorded at the Closing, which Restrictive Real Estate Covenants shall run with the land, binding upon the Developer, the Development Entity and their successors and assigns.

Section 5.6. **Subordination and Release.** Upon the City's approval of the Developer's financing arrangements, the City will subordinate the City HOME Mortgage to one or more mortgages for borrowed funds necessary to develop the Project by a Subordination of Mortgage, which form will be subject to negotiation and agreement between the City and the Developer's other lenders. However, the Restrictive Real Estate Covenants will not be subordinated and will continue to run with the land for the term of the Affordability Period.

## **ARTICLE VI**

### **Warranties and Obligations**

Section 6.1. Warranties and Obligations by the City. The City makes the following warranties as the basis for the undertakings on its part contained herein.

A. The City is a municipal corporation organized and existing under and pursuant to the laws of the State of New Mexico and is authorized by the New Mexico Affordable Housing Act and the Affordable Housing Implementing Ordinance to provide or pay the costs of acquisition, development, construction, financing, operating or owning affordable housing projects for the purpose of providing adequate residential housing, including residential housing for individuals and families of low and moderate income, which is at or below 80% AMI, by inducing private enterprise to locate, develop and expand such residential housing facilities in the City.

B. At Closing, the City shall file or cause to be filed the Restrictive Real Estate Covenants, Deed, City Mortgages and other title documents in the Office of the County Clerk of Bernalillo County.

Section 6.2. Warranties and Obligations by Developer. Developer makes the following warranties as the basis for the undertakings on its part herein contained.

A. Developer is a New Mexico non-profit corporation duly organized and validly existing as such under the laws of the State of New Mexico with authority to perform the transactions set forth herein, that it has the power to enter into this Agreement and by proper action it has duly authorized the execution and delivery of this Agreement.

B. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the compliance with the terms and conditions of this Agreement violate or will violate the terms of Developer's Articles of Incorporation or Bylaws, nor conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or any instrument to which Developer is now a party or by which it is bound, nor constitute or will constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the Real Property or assets of Developer under the terms of any instrument or agreement.

C. There are no pending or threatened legal or administrative proceedings against Developer or affecting the Project which, if determined adversely, would have a material adverse effect on Developer or the Project.

D. The Restrictive Real Estate Covenants attached hereto as Exhibit I, will be binding on the Real Property and the Developer, its successors and assigns, who shall comply therewith.

E. During the HOME Affordability Period, the Developer, the Development Entity, and their successors and assigns, shall comply with the applicable provisions of the following:

1. Requirements of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.
2. Regulations of the Uniform Administrative Requirements as described in 24 CFR Part 200 and 24 CFR §92.505, as applicable.
3. Local housing code requirements, and to allow the City to inspect the Real Property upon demand at all reasonable times.
4. The affirmative marketing plan submitted to the City along with procedures in compliance with 24 CFR §92.351 and the Fair Housing Act.
5. Maintain accurate records which document and verify affirmative marketing efforts.
6. Adhere to all applicable federal, state and local laws, in particular, but not limited to, labor and employment laws regarding construction of public works, including but not limited to: 24 CFR Part 70, and 24 CFR §92.354 (Davis-Bacon Act); 24 CFR Part 5, Subpart A, and 24 CFR §92.350 (Excluded Parties); 24 CFR Part 75 (Section 3); 24 CFR Part 8, 24 CFR §92.504; and 24 CFR §100.205 (Accessibility for Disabled Persons).
7. Maintain the Project as an affordable rental housing project for the HOME Affordability Period.
8. Adhere to initial rents for assisted units (if applicable) set forth in the Restrictive Real Estate Covenants attached to this Agreement as Exhibit I. Any rent increases of the assisted units must be approved in writing by the City prior to implementation. If utilities are not included in the rent, an allowance must be made using the City's established Utility Allowance, as it may be amended from time to time.
9. Maintain income verification of tenants and their family size residing in affordable units using 24 CFR §5.609 criteria. Income verification and family size documentation must be secured prior to occupancy of the affordable units, and thereafter verified and certified at least annually. Following occupancy, if an affordable unit's tenants' income exceeds 80% of the City's Median Income adjusted for family size, the tenant may remain in the unit; however, the tenant must pay the lesser of 30% of the adjusted monthly income for rent and utilities, or the market rent.
10. Use its best efforts to afford Minority and Women-Owned Business Enterprises (that is, businesses which are at least fifty-one percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement, as applicable.

11. Execute annual leases, unless otherwise mutually agreed between tenant and owner and permissible under the federal, state and local laws regarding the funding for this Project, with tenants in the affordable units in compliance with 24 CFR §92.253.

F. The Developer shall establish a maintenance reserve fund for the Project in an amount not less than Three Hundred Dollars and No Cents (\$300.00) per unit per annum from the date of acceptance of the Certificate of Occupancy issued by the City of Albuquerque until all the terms of this Agreement are met and the HOME Affordability Period has expired. From time to time, the City may adjust the maintenance reserve amount to reflect current maintenance costs and will notify Developer in writing of any increase or decrease.

G. The Developer shall assure that the property manager for the facility participates in the Albuquerque Police Department's Crime Free Multi-Housing Program or such equivalent program as may be in existence, and obtains program certification within one year of execution of this Agreement and remains so certified thereafter during the term of this Agreement and until the HOME Affordability Period has expired. Failure to obtain the certifications, or revocation of the certification of the facility or the facility manager, after notice and cure under Section 11.1.B, shall constitute a material default of this Agreement.

H. None of the units in the Project shall at any time be utilized on a transient basis; and none of the Project or any portion thereof shall ever be used as a hotel, motel dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park.

I. At all times during the term of this Agreement and until the HOME Affordability Period has expired, the Project shall comply in all material respects with all applicable zoning and planning ordinances, building codes, flood regulations, environmental laws, ordinances, statutes, rules and regulations relating to the Project.

J. The Developer shall not, during the term of this Agreement, amend or change its Bylaws or Articles of Incorporation in any manner if such amendment or change would result in a conflict with the terms of this Agreement.

K. The Developer shall comply with the provisions of, and act in accordance with, all applicable federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to, Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act, as amended by the Housing for Older Persons Act of 1995), Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans with Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991; the New Mexico Human



Rights Act and the Albuquerque Human Rights Ordinance, as well as all rules and regulations pertaining to each such statute or ordinance; and will not discriminate against any person or applicant because of race, color, religion, sex, national origin or ancestry, physical or mental handicap, sexual orientation, gender identity, disability, or Vietnam-era or disabled veteran status, and will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified applicant for tenancy.

L. The Developer shall comply with all project requirements pursuant to 24 CFR §92.504(c)(3)(iii). Compliance with the project requirements in subpart F, as applicable to the Rental Housing Project, is required.

M. The Developer shall comply with Property Standards as set forth in 24 CFR §92.251). The housing must meet the property standards of 24 CFR §92.251 upon project completion, and the Developer must ensure the housing is maintained in compliance with 24 CFR §92.251 for the duration of the affordability period.

N. The Developer must comply with the requirements of 24 CFR §92.355 regarding Lead-Based Paint. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

O. The Developer must comply with all other program requirements of 24 CFR §92.504(c)(3)(v)(A)-(F) (subpart H), including the following:

1. Affirmative marketing plan (24 CFR §92.351): Developer shall submit an affirmative marketing plan in accordance with 24 CFR §92.351 and the Fair Housing Act.

2. Pursuant to 24 CFR §92.350, Developer shall comply with all requirements set forth in 24 CFR Part 5, Subpart A, including nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, drug-free work place, and housing counseling. The non-discrimination requirements at Section 282 of the National Affordable Housing Act of 1990 are applicable.

3. Developer must comply with all displacement, relocation, and acquisition requirements, pursuant to 24 CFR §92.353.

4. Developer must comply with all applicable labor requirements of 24 CFR §92.354, including as applicable, the Davis-Bacon Act (40 USC 3141), and the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC 3701).

5. Developer must comply with the conflict of interest provisions in 24 CFR §92.356(f).

6. Developer must comply with the provisions of 24 CFR §92.358 regarding consultant activities.

7. Developer must comply with the Violence Against Women Act (VAWA) requirements under 24 CFR §92.359, including the notice obligations and obligations under the emergency transfer plan.

P. The Developer represents that it has been evaluated and meets the requirements of a Community Housing Development Organization (CHDO) at the time of the award.

Q. The Developer represents that the Project will comply with 2 CFR Part 184, related to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and establishing a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. The Developer will comply with the requirements of **Exhibit L** as applicable to HOME and ARPA CSLFRF.

R. The Developer must comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as those requirements are established in 24 CFR Part 75, in order to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance is directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. Pursuant to 24 CFR §75.19, the Developer will include language in any agreement with a subrecipient, contractor or subcontractor, requiring compliance with Section 3, as established in 24 CFR Part 75, and will require compliance with Section 3, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts (24 CFR §75.27).

S. The Developer will comply with the requirements of the ARPA CSLFRF grant funds, as detailed in the attached **Exhibit M**.

## **ARTICLE VII**

### **Monitoring/Reports Required**

Section 7.1. The Developer shall report, in writing, at least quarterly during the construction and lease-up phases of the Project. The quarterly report shall include the process of construction as a percentage complete, construction funds expended with remaining balance, and number of units completed, and a certified rent roll showing household size, ethnicity, race, and whether the occupant is female head of household.

Section 7.2. Income received from the rental of affordable units, if funded by HOME, shall be considered Program Income and must comply with 24 CFR §92.503. A Program Income

report detailing the uses of Program Income for the reporting period shall be provided by the Developer within thirty (30) days after the close of the quarter until the terms of this Agreement have been met.

Section 7.3. The Developer shall provide an annual report within ninety (90) days of the close of the Developer's fiscal year until the expiration of the HOME Affordability Period. The report shall include, but not be limited to, the financial statements for the Project, Income and Expense Statement for the Project, a Program Income budget, a certified rent roll showing household size, ethnicity, race, whether the occupant is female head of household, date of execution of the occupants' current lease, adjusted gross income and rental rates, and, if applicable, the proposed uses of Program Income for the forthcoming year.

Section 7.4. At any time during normal business hours and as often as the City, its designee, or the appropriate funding entity may deem necessary, there shall be made available to the City or the appropriate funding entity for examination, all of the Developer's records with respect to all matters covered by this Agreement. The Developer shall permit the City or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 7.5. The Developer shall comply with all applicable monitoring provisions of the City's housing regulations including but not limited to the City's HOME Policies and Procedures and/or Workforce Housing Regulations, as determined by the City. The Developer shall report as required to the State Department of Workforce Solutions.

## **ARTICLE VIII**

### **Fees, Taxes, Insurance and Other Amounts Payable**

Section 8.1. Payment, Fees and Other Amounts Payable. Developer shall promptly pay or cause to be paid, as the same become due, all governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any interest therein or other property constructed, installed or bought by Developer therein or thereon which, if not paid, will become a lien on the Real Property prior to or on a parity with the City Mortgages including all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, provided that with respect to governmental charges that may lawfully be paid in installments over a period of years, Developer shall be obligated to pay only such installments as are required to be paid during the term of this Agreement when due. Developer may, in good faith, contest any such charges and in the event of any such contest may permit the charges so contested to remain unpaid during the period of such a contest and any appeal therefrom, provided that during such period, enforcement of any such contested item shall be effectively stayed. If Developer shall fail to pay any of the foregoing items required herein to be paid by Developer, the City may (but shall be under no obligation to) pay the same, and any amounts so advanced therefore by the City shall become an additional obligation of Developer to the City, which amounts, together with interest thereon at statutory judgment interest rate from the

date thereof, Developer agrees to pay on demand. Any such amounts so advanced by the City shall be secured by the City Mortgages.

Section 8.2. Payments Required. The obligations of Developer to make the payments required in Section 8.1 hereof and to perform and observe the other agreements on its part contained in this Agreement shall be absolute and unconditional without offset or counterclaim for claims against the City or any other party.

Section 8.3. Maintenance of Project. Developer agrees that, during the term of this Agreement as described in Section 2.2, it shall, at its own expense, keep the Project in a reasonably safe condition and keep the buildings and all other improvements forming a part of the Project in good repair and in good operating condition making, from time to time, all necessary repairs thereto and renewals and replacements thereof. Any tangible property purchased or installed with proceeds from the City Grant or received in exchange for tangible property purchased or installed with proceeds from the City Grant shall become a part of the Project and the Real Property thereof. Developer shall not permit any mechanic's lien, security interest, or other encumbrance to be established or to remain against the Project for labor or materials furnished in connection with the construction or installation of the Project or any additions, modifications, improvements, repairs, renewals or replacements made by it, provided that if Developer shall notify the City of its intention to do so, Developer may, in good faith, contest any mechanic's or other liens filed or established against the Project and such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Developer determines or the City shall notify Developer that, in the opinion of the City, by non-payment of any such items, the City HOME Mortgage as to any part of the Project shall be materially endangered or the Project or any part thereof shall be subject to loss or forfeiture in which event the Developer shall promptly pay and cause to be satisfied and discharged all such unpaid items.

Section 8.4. Insurance Required. During the construction period and throughout the term of this Agreement, Developer itself through its contractors, subcontractors or agents shall keep the Project insured against loss or damage by maintaining policies of insurance and by paying, as the same become due and payable, all premiums with respect thereto, including but not necessarily limited to the following coverage:

A. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** Developer shall obtain comprehensive general liability insurance, including automobile insurance, with liability limits in amounts not less than \$2,000,000 aggregate limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed on or about the Project, including coverage for collapse, explosion and underground liability coverage, coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off the Project site and contractual liability coverage which shall specifically insure the indemnification provisions of this Agreement. The above requirement shall include but shall not be limited to protection against damage or destruction of public and private property, including telephone conduit, telegraph conduit, power conduit, telephone signal cables, fiber optics cables, television cables, computer cables, fire alarm circuits,

gas mains, water service connections, sanitary sewer, sewer, house or building connections, water mains, water service connections, steam lines, petroleum products pipelines, storm drains, storm inlet lines including all appurtenances thereto while located below the surface of the ground including injury or death to person or persons caused by Developer's operations including blasting and trenching, backfilling, tamping, with or without the use of mechanical equipment, and the collapse of or structural damage to a building, house or structure including power, telephone, telegraph, fire alarm, street light poles, curb, gutter and sidewalk on public or private property and destruction of or damage to other public or private property resulting therefrom including injury or death to person or persons and all causes by Developer's operations in the removal of other building structures including their supports, trees and utility poles or by excavation including blasting and trenching, backfilling, tamping with or without use of mechanical equipment. Other public and private property as used above shall include but not be limited to lawns, plants, flowers, trees, fences, yards, walls.

B. OWNER'S PROTECTIVE PUBLIC LIABILITY INSURANCE. Developer shall procure, or cause or be procured, and maintain, during the life of construction, an owner's protective public liability insurance policy with liability limits in an amount not less than \$2,000,000 combined single limit of liability for bodily injury, including death and property damage in any one occurrence.

C. WORKER'S COMPENSATION INSURANCE. Developer shall comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act and the New Mexico Occupational Disease Disablement Law. Developer shall procure and maintain, during the life of the Project, complete Worker's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under NMSA 1978, §52-1-10 for safety devices. With respect to worker's compensation insurance, if Developer elects to be self-insured, it shall comply with the applicable requirements of law. If any portion of the construction of the Project is to be subcontracted or sublet, Developer shall require the contractor and subcontractor to similarly provide such coverage (or qualify as self-insured) for all latter's employees to be engaged in such work. It is agreed with respect to all worker's compensation insurance, Developer and its surety shall waive any right of subrogation they may acquire against the City, its officers, agents and employees by reason of any payment made on account of injury, including death, resulting therefrom sustained by any employee of the insured arising out of performance of this Agreement. Neither the Developer nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Developer is considered to be an independent contractor at all times in the performance of this Agreement. The Developer further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, nor to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

D. BUILDER'S RISK INSURANCE. Developer shall procure and maintain, until completion of the construction, builder's risk, vandalism and malicious mischief insurance. Alternatively, Developer shall procure and maintain insurance against loss or damage to the Project by fire, lightning, vandalism, and malicious mischief with the uniform extended coverage

endorsement limited only as may be provided in the standard form or extended coverage endorsement at the time in use by the State of New Mexico to provide for not less than 90% recovery of the market value of the buildings and other improvements but in any event no less than the cost of fully paying the City Grant.

E. **INCREASED LIMITS:** At any time during the term of this Agreement, the City may require Developer to reasonably increase the maximum limits of any insurance required herein and Developer shall promptly comply.

F. **PROOF OF INSURANCE:** During the term of this Agreement, not less than once each year, on or before May 31, Developer shall provide to the City without demand, or more frequently upon written demand, proof of all required insurance coverages.

Section 8.5. **Performance, Payment and Other Bonds.** Developer or Contractor shall furnish or cause to be furnished, performance and payment bonds as security for the faithful performance and payment of all its obligations pursuant to the construction of the Project. These bonds shall be in amounts at least equal to the amount of the City Grant and in such form and with such sureties as are licensed to conduct business in the State of New Mexico and are named in the current list of surety companies acceptable on federal bonds as published in the Federal Register by the Audit Staff of Accounts, U.S. Treasury Department. The performance bond shall also include coverage for any guaranty period provided by the contractor. The surety on the performance bond shall furnish a waiver whereby it consents to the progress or partial payment to any contractor of amounts for materials and acknowledges that such payment shall not preclude enforcement of such remedied as may be available against such surety. Developer shall cause the City to be named a joint obligee on such bonds. If the surety on any bond furnished by Developer is declared bankrupt or becomes insolvent or its right to do business in the State of New Mexico is revoked, Developer shall substitute or cause to be substituted another bond and surety within ten (10) days thereafter. The Developer may furnish a letter or letters of credit in form satisfactory to the City as an alternative to the performance, payment bonds specified above. Any such letter must be drawn against a New Mexico institution whose deposits are federally insured and shall be payable exclusively to the City on demand.

Section 8.6. **Additional Provisions Respecting Insurance.** All insurance required to be taken out by Developer pursuant to this Agreement shall be taken out and maintained in generally recognized responsible insurance companies authorized to do business in the state of New Mexico selected by Developer. All applicable policies evidencing such insurance shall name both the City and Developer as named insured and the City shall be named as loss payee as to the City Mortgages under the builder's risk and property insurance required by this Agreement. An original or duplicate copy of the insurance policies providing the coverage required by Section 6 hereof shall be deposited with the City. Prior to expiration or exchange of such policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced or is no longer required by this Agreement. All policies required hereunder shall provide that the City shall be given thirty (30) days prior written notice of cancellation, non-renewal or material alteration of coverage. Provisions that the insurance company shall "endeavor to give the City notice" shall not be allowed.

Section 8.7. Advances by City. If Developer shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in as reasonably safe condition as its operating condition shall permit or shall fail to keep the buildings in good repair and good operating condition, the City may, but shall be under no obligation to, obtain the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements and all amounts so advanced therefore by the City shall become an additional obligation of Developer to the City which amounts, together with any interest thereon at the statutory judgment interest rate thereof, Developer agrees to pay on demand. Any such amounts advanced by the City shall be secured by the City HOME Mortgage and shall be paid upon demand by the City.

## **ARTICLE IX**

### **Damage, Destruction and Condemnation**

Section 9.1. Damage, Destruction and Condemnation. In the event the Project is destroyed or damaged, in whole or in part, by fire, or other casualty or title to or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or any person, firm or corporation, acting under governmental authority, Developer shall be obligated to continue to repay the City Grant as provided herein. Developer shall cause the net proceeds of insurance or from any award made in such eminent domain proceedings to be applied in one or more of the following ways as may be agreed in writing by the City and Developer:

A. The restoration of the buildings and other improvements located on the Real Property to substantially the same conditions as existed prior to the casualty causing the damage or destruction or the exercise of eminent domain, provided such repair or re-construction is physically and economically feasible.

B. Repayment of the City Grant and extinguishment of the liens, in order of lien priority.

C. In the event City and Developer cannot agree on the approach to take, City shall make the final decision and Developer agrees to be bound by that decision.

## **ARTICLE X**

### **Special Covenants**

Section 10.1. City's Right of Access to the Project. Developer agrees that the City and any of its duly authorized agents shall have the right at all reasonable times to enter upon and examine and inspect the Project provided that any such inspections shall be conducted in a manner that will minimize any intrusion on the operations of the Project.

Section 10.2. Good Standing. Developer warrants and represents that it has executed, filed and recorded all certificates and other documents and has done and shall continue to do throughout the term of this Agreement such other acts as may be necessary or appropriate to comply with all applicable requirements for the formation, qualification and operation of a non-profit corporation and the operation and ownership of the Project under the laws of the State of New Mexico.

Section 10.3. Granting of Easements. If no event of default under this Agreement shall then be continuing, Developer may at any time grant easements, licenses, rights-of-way including the dedication of public roads, streets or highways, and other rights or privileges in the nature of easements with respect to any Real Property included in the Project, consistent with the purposes of the Project, or Developer may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration subject to review and approval by the City. Developer shall furnish to the City a survey showing such easement, license or right-of-way, a copy of the instrument of grant and a certificate executed by a duly Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of Developer and that such grant or release shall not impair the effective use or market value, or interfere with the effective operation of the Project.

Section 10.4. Release and Indemnification Agreement. Developer releases the City from, and covenants and agrees that the City shall not be liable to the Developer for any loss or damage to property or any injury to or death of any person or persons occasioned by any cause whatsoever pertaining to the Project or the use thereof.

Developer shall defend, indemnify and hold harmless the City from any loss, claim, damage, acts, penalty, liability, disbursement, litigation expense, attorney's fees and expense or court costs arising out of or in any way relating to this Agreement, the City Mortgages, the City Notes or any other cause whatsoever pertaining to the Project, subject to the limitations found in NMSA 1978 § 56-7-1. The City shall promptly, after receipt of notice of the existence of a claim in respect of which indemnity hereunder shall be sought or of the commencement of any action against the City in respect of which indemnity hereunder may be sought, notify Developer in writing of the existence of such claim or commencement of such action. This section shall not apply to the negligent act or failure of the City or of its officials, employees and agents.

This indemnification agreement shall survive the term or termination of this Agreement.

Section 10.5. Sale, Assignment or Encumbrance of Project. Except as otherwise expressly permitted herein or in the City HOME Mortgage, during the HOME Affordability Period, Developer and/or the Ownership Entity shall not sell, assign, dispose of, mortgage or in any way encumber the Project or any part thereof without the prior written consent of the City. City consent must be given in writing and may require repayment of federal funds to the City. Any conveyance of the Project during the term of this Agreement shall incorporate the Restrictive Real Estate Covenants.

Section 10.6. Authority of Authorized City Representative. Whenever, under the provisions of this Agreement, the approval of the City is required or Developer is required to take some action



at the request of the City, such approval or such request shall be made by the Authorized City Representative unless otherwise specified in this Agreement and Developer shall be authorized to act on any such approval or request.

Section 10.7. Authority of Authorized Developer Representative. The Developer represents and warrants to the City that the Authorized Developer Representative is empowered to take all actions contemplated herein and that reliance by the City on the authority of the Authorized Developer Representative shall not give rise to a complaint against the City as a result of any action taken by the City.

Section 10.8. Financial Statement of Developer. During the term of this Agreement, Developer agrees to furnish the City a copy of its audited annual financial statements at least annually. The report and the management letter made on the audit, shall, within thirty (30) days of receipt by the Developer, be transmitted to the City and made available by it for public inspection.

## **ARTICLE XI**

### **Events of Default Defined**

Section 11.1. Events of Default Defined. The following “material events of Default” under this Agreement, also referred to as “Events of Default” or “default” include any one or more of the following events:

A. Failure by Developer to pay within five (5) days of the receipt of notice of monies due any amount required to be paid pursuant to the City Grant.

B. Failure by Developer to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement (other than payment, which is governed under Section 11.1.A. of this Agreement), for a period of ten (10) days after written notice from City to Developer specifying such failure and requesting that it be remedied. Provided, however, if the default in question is not reasonably susceptible to cure within such ten (10) day period Developer shall not be in default if, within such ten (10) day period, Developer notifies City that it has undertaken reasonable measures to cure the default and specifies the nature of such measures, and the City verifies that measures have been undertaken and concurs that they are reasonable measures.

C. Occurrence of any event specifically identified throughout this Agreement as an Event of Default, although an Event of Default is not limited to those instances specifically identified. Should an event specifically identified in this Agreement as an Event of Default occur, the parties shall follow the notice provisions and procedures of Section 11.1.B.

D. Developer agrees that as long as this Agreement is in effect, it shall maintain its existence as a non-profit corporation, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another entity without the prior written

consent of the City, which consent shall be at its reasonable discretion. Failure to abide by this subsection is an Event of Default.

E. The occurrence of an “Event of Default” under the City HOME Mortgage, City HOME Note, or the Restrictive Real Estate Covenants.

Section 11.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City nor any remedy conferred upon or reserved to the City pursuant to the City HOME Mortgage or the City HOME Note is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 11.3. Agreement to Pay Attorneys’ Fees and Expenses. If Developer defaults under any of the provisions of this Agreement or the City HOME Mortgage, City HOME Note, or Restrictive Real Estate Covenants and the City employs attorneys or incurs other expenses for the enforcement of performance or observance or any obligations or agreement on the part of Developer herein contained in this Agreement, the City HOME Mortgage, the City HOME Note, or Restrictive Real Estate Covenants, Developer agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City in preserving and protecting the City’s rights under this Agreement.

Section 11.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either Party and thereafter waived by the Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.5. Redemption Period. In the event the City shall elect to foreclose the City Mortgages in accordance with this Agreement, the period of redemption shall be one (1) month in lieu of nine (9) months.

Section 11.6. Remedies Upon Default.

A. Upon any Event of Default (“Default”) and regardless of any other notices previously provided, the City may send a Final Notice of Default to Developer describing the Default and requiring cure within fifteen (15) days from the date of the mailing or delivery of the Notice.

B. If the Default is not cured or arrangements satisfactory to the City made to cure the Default, the City may elect to (1) accelerate, impose interest and call due the City HOME Note and the City HOME Mortgage; and (2) sue for compensatory damages suffered by the City due to the Default as well as, if appropriate, punitive damages.

C. The limited partner of the Ownership Entity (the “Limited Partner”), shall have the right, but not the obligation, to cure any default on the same terms as the Developer and/or Ownership Entity hereunder and any such cure shall be accepted by the City as if performed by the Developer and/or the Ownership Entity.

## **ARTICLE XII**

### **Miscellaneous**

Section 12.1. Notices. All notices, certificates or other communications hereunder and in the City Note, the City Mortgage and the Restrictive Real Estate Covenants shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

Authorized City Representative  
Director, Department of Health, Housing and Homelessness  
City of Albuquerque  
Post Office Box 1293  
Albuquerque, NM 87103

With a copy to:

City Attorney  
City of Albuquerque  
Post Office Box 2248  
Albuquerque, NM 87103

If to Developer:

Sol Housing  
320 Gold Avenue SW, Suite 918  
Albuquerque, NM 87102

If to the Ownership Entity:

Somos Apartments Limited Partnership LLLP  
c/o Sol Housing  
320 Gold Ave., SW, Suite 918  
Albuquerque, NM 87102

If to the Limited Partner:

RJ MT Somos Apartments, LLC  
c/o Raymond James Affordable Housing Investments, Inc.  
880 Carillon Parkway  
St. Petersburg, FL 33716  
Attn: Steven J. Kropf, President

Email Address: Steve.Kropf@RaymondJames.com

The City, Developer, the Ownership Entity and the Limited Partner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificate or other communication shall be sent.

Section 12.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, Developer and their respective successors and assigns, subject however to the limitations contained herein.

Section 12.3. Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or the Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 12.4. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or in the City Mortgages, this Agreement shall not be effectively amended, changed, modified, altered or terminated except by mutual written agreement of the Parties.

Section 12.5. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. Other Instruments. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder.

Section 12.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the laws, rules and regulations of the City of Albuquerque, in addition to federal laws and regulations which apply to this Agreement.

Section 12.8. Recording. The City HOME Mortgage and Restrictive Real Estate Covenants and every assignment and modification thereof shall be recorded in the office of the County Clerk of Bernalillo County New Mexico.

Section 12.9. No Pecuniary Liability of City. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the City or the breach thereof shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico or shall constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 12.10. Officials, Agents and Employees Not Personally Liable. No official, agent or employee of the City and no member of the City Council shall be personally liable on this Agreement.

Section 12.11. Waiver. No provisions of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Section 12.12. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 12.13. Captions and Section Headings. The captions, section headings, and table of contents contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

Section 12.14. Relationship of Contract Documents. All documents attached to this Agreement or incorporated into this Agreement are complementary, and any requirement of one contract document shall be as binding as if required by all. Any inconsistency among the various documents shall be resolved in favor of the language in this Development Agreement which, along with its amendments, if any, is deemed to be the primary document.

Section 12.15. Exhibits, Certificates, Documents Incorporated and Attachments. Incorporation by Reference: All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 12.16. Governmental Rights and Powers. Nothing in this Agreement shall be construed or interpreted as limiting, relinquishing, waiving, or defining governmental rights and the police powers of the City or abrogating the requirement of any ordinance.

Section 12.17. Cross References. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections or exhibits of this Agreement unless otherwise specified.

Section 12.18. Time is of the Essence. Subject to the qualifications otherwise set forth herein, time is of the essence in the performance of this Agreement.

Section 12.19. Assignment and Subletting. Except for the assignment of this Agreement to the Development Entity, the Developer shall not delegate, assign, sublet, mortgage or otherwise transfer, in whole or in part, any of the rights or responsibilities granted in this Agreement or the City HOME Mortgage, the City HOME Note, and the Restrictive Real Estate Covenants without the prior written approval of the City. The City has no obligation to and shall not be required to approve any assignment or other transfer of this Agreement that would result in the services required in this Agreement being performed by any other person or entity other than the Developer.

Section 12.20. No Partnership or Agency. Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any relationship other than that of the Owner and Developer, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Developer the general representative or agent of City for any purpose whatsoever.

Section 12.21. Force Majeure. Except as expressly provided in this Agreement, neither City nor Developer shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rental, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and the results of acts of nature, riots, rebellion, sabotage, pandemic, epidemic, or any other similar circumstances for which it is not responsible, are not within its control, or are not reasonably foreseeable. After the termination of any such event of Force Majeure forbearance shall terminate, the obligation to perform shall recommence with an appropriate and reasonable extension to any deadlines.

Section 12.22. Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall only be brought in a state district court located in Bernalillo County, New Mexico or in a federal district court located in New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either of both said courts. The provisions of this section shall survive the termination of this Agreement.

Section 12.23. Compliance with Laws. The Developer shall comply with all applicable laws, ordinances, regulations and procedures of Federal, State, and local governments in the development, construction, maintenance and management of the Project.

Section 12.24. Savings. City and Developer acknowledge and agree that they have thoroughly read this Agreement, including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. City and Developer further acknowledge that the Agreement is the result of negotiations between them and this Agreement shall not be construed against either party by reason of that party's preparation of all or part of this Agreement.

Section 12.25. Survival. All obligations, covenants and agreements contained herein which are not performed at or before the Closing but which are to be performed after the Closing as provided in this Agreement shall survive the closing of this transaction.

Section 12.26. Approval Required. This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement. The effective date of this Agreement shall be the date of signature of the highest approval authority required by the City.

Section 12.27. Agreement Binding. This Agreement and all parts contained herein shall be binding upon each party and such transferees, their successors, assigns and all parties claiming by, through or under any of them. It is further agreed that each and every conveyance of any portion of the Project shall contain the covenants specified in this Agreement and those contained in Exhibit I, Restrictive Real Estate Covenants, attached hereto.

Section 12.28. Electronic Signatures. In accordance with NMSA 1978 § 14-16-1 *et seq.*, the parties agree to accept the use of electronic signatures for purposes of this Agreement. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Where this Agreement requires a signature or record to be notarized, acknowledged, verified or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the City and Developer have caused this Agreement to be executed in their respective names and all upon the final date of signature.

CITY OF ALBUQUERQUE

Approved By:

\_\_\_\_\_  
Samantha Sengel, Chief Administrative Officer  
City of Albuquerque

Date: \_\_\_\_\_

\_\_\_\_\_  
Gilbert Ramírez, Director  
Department of Health, Housing & Homelessness

Date: \_\_\_\_\_

\_\_\_\_\_  
Lauren Keefe, City Attorney

Date: \_\_\_\_\_

DEVELOPER:

Sol Housing

(Signature below must be that of a board member or officer authorized to bind the corporation).

By: \_\_\_\_\_  
Felipe Rael, Executive Director



## **Exhibit A**

### **Definitions**

The following additional terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

1. “AMI” means Area Median Income which is the annual income figure for a specific geographic area which is determined annually by the U.S. Department of Housing and Urban Development and adjusted for family size.
2. “Authorized City Representative” for the purposes of this Agreement shall be the Director of the Department of Health, Housing & Homelessness or his/her designee.
3. “Authorized Developer Representative” means the person designated and legally authorized to act on behalf of the Developer.
4. “Buildings” means those certain buildings and all other structures, improvements, equipment, fixtures and facilities described or shown in the plans and specifications forming a part of the Project which are now or hereafter located on the Real Property as they may at any time exist.
5. “City” means the Department of Health, Housing & Homelessness, City of Albuquerque, New Mexico, which is acting on behalf of the City as manager of this Agreement and does not obligate other City Departments which have separate and distinct obligations in regard to planning, zoning, inspections, licensing and permitting.
6. “City Grant” means that amount of funds authorized under this Agreement and provided through the City to construct the Project.
7. “City HOME Mortgage” means the mortgage against the Real Property, in substantially the form set forth in Exhibit C attached hereto, executed by the Developer in favor of the City to secure repayment of the City Grant in accordance with Section 5.2 herein.
8. “City HOME Note” means the promissory note, substantially in the form attached hereto as Exhibit D, which evidences the obligation of the City Grant, in accordance with Section 5.2 herein.
9. “City Mortgage” means the City HOME Mortgage.
10. “City Note” means the City HOME Note.
11. “Closing” means the event of the real estate closing of the City Grant and transfer of the Real Property wherein all parties and all sources of Project funding are identified as shown in Exhibit E, and the City HOME Mortgage, the City HOME Note, and the Restrictive Real Estate

Covenants are executed by Developer in favor of the City and recorded in the County Clerk's office.

12. "Completion Date" means the date of completion of the construction of the Project as that date shall be certified pursuant to Section 4.2 hereof.

13. "Construction Period" means the period between the beginning of construction or installation of the Project and the Completion Date.

14. "Council" means the Council of the City or any successor governing body of the City.

15. "Developer" means the natural or artificial person who enters into a Development Agreement with the City for the purpose of constructing, owning or managing a Project under the Act. The term Developer includes the initial entity, its partners, successors, assigns, agents and representatives.

16. "HOME Affordability Period" means twenty (20) years from the City's completion of the Project in the HUD Integrated Disbursement and Information System (IDIS).

17. "HOME Assisted Unit" means that residential unit, which either directly, or indirectly, has received financial assistance for acquisition and/or construction from funds authorized in the Act. In rental projects where the funds provided through the Act are only a portion of the total Project cost, a prorated number of units shall be defined in Exhibit I – Restrictive Real Estate Covenants and designated as floating HOME-assisted units.

18. "Net Proceeds" when used with respect to any insurance payment or condemnation award means the gross proceeds from the insurance payment or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorney's fees) incurred in the collection of such gross proceeds.

19. "Person" means any natural person, firm association, trust, partnership, corporation or public body.

20. "Plans, Specifications and Elevations" means the plans, specifications and elevations for the Project as they shall be revised by Developer pursuant to Section 5.1 hereof.

21. "Program Income" means that portion of income generated from the Project subject to the requirements of 24 CFR Part 92 for HOME funded projects.

22. "Project" means the residential apartment development to be constructed upon the Real Property, including Buildings, related on-site and off-site improvements, equipment and related rights therein.

23. "Real Property" or "Property" means the real estate that is described in Exhibit B, and improvements thereon (if any), interest in real estate and other rights purchased under this

Agreement and any instrument supplementing or amending this Agreement together with all additions thereto and substitutions therefore, less such real estate and interests in real estate taken by the exercise of the power of eminent domain as provided herein.

24. “Restrictive Real Estate Covenants” means those real estate covenants imposed on the Property in the form attached as Exhibit I to insure the City’s goals in regards to the Project.

25. “Special Needs” households means people experiencing homelessness and/or people with physical or developmental disabilities or chronic mental illnesses as defined in HUD’s Handbook 4571.2, Section 1-5, Parts A.2. and A.3.

26. “Utility Allowance” is the amount established by a schedule that is appropriate for a specific rent to cover the cost of utilities that are paid to the utility company as approved by the City.

## **Exhibit B**

Sol Housing  
Somos Apartments

7200 Central Avenue SE

**Legal Description:** A certain tract of land designated as Tract A-1, lying within Block 11 La Mesa No. 2 Subdivision at the southeast corner of the intersection of Central Avenue & Alcazar Street within Section 19, T. 10N. R. 4E., City of Albuquerque, Bernalillo County, State of New Mexico.

## Exhibit C

### MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(\$6,179,187.54 Loan)

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“**Mortgage**”) is made as of the date of closing on \_\_\_\_\_, (the “Effective Date”) by SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership, whose address is 320 Gold Ave., SW, Suite 918, Albuquerque, New Mexico 87102, as mortgagor (“**Borrower**”) and SOL HOUSING, a New Mexico nonprofit corporation, whose address is 320 Gold Ave., SW, Suite 918, Albuquerque, New Mexico 87102, as mortgagee (“**Lender**”).

Borrower, in consideration of the indebtedness herein recited hereby mortgages, warrants, grants, conveys and assigns to Lender, Borrower’s leasehold interest in the real property located in the City of Albuquerque, County of Bernalillo, New Mexico as described on Exhibit A attached hereto and incorporated herein by this reference (the “**Land**”).

(a) TOGETHER WITH all of Borrower’s interest in any and all buildings and improvements now or hereafter erected on the Land, including but not limited to the fixtures, appurtenances, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements, but specifically excluding personalty of tenants in the buildings (the “**Improvements**”). The Land and Improvements are referred to collectively as the “**Property**.”

(b) For purposes of this Mortgage, “fixtures” shall be deemed to include, to the fullest extent allowed by law, all equipment and machinery now or at any time hereafter located in, on, under or about the Property or appurtenant thereto, that is used in connection therewith and which is or becomes so related to the Property that an interest arises in it under real estate law. Such fixtures shall include, without limitation, all machinery, equipment (including without limitation pipes, furnaces, conveyors, drums, fire sprinklers and alarms systems, and air conditioning, heating, refrigerating, electronic monitoring, food storage, food processing, trash and garbage removal and maintenance equipment), office equipment, built-in tables, chairs, planters, desks, sofas, shelves, lockers, cabinets, safes, furnishings, appliances including without limitation iceboxes, refrigerators, dishwashers, stoves, ovens, microwave ovens, trash compactors, washers, dryers, fans, heaters, water heaters and incinerators), rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures.

(c) TOGETHER WITH, all rents, issues, profits, royalties, deposits, receipts, revenues, income and all other benefits derived from the Property (collectively, the “**Rents**”), subject to the right, power and authority hereinafter given to Borrower to collect and apply the Rents.

Borrower and Lender covenant and agree as follows:

1. **Note; Other Obligations Secured.** This Mortgage is given to secure to Lender: (1) the repayment of the indebtedness evidenced by Borrower's Promissory Note (the "**Note**") of even date herewith in the principal sum of \$6,179,187.54, according to the terms of the Note payable to order of Lender, and extensions or renewals thereof; (2) the performance of each agreement and covenant of Borrower incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned by Lender to Borrower, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage. The obligations of the Borrower under the Note are full recourse obligations.

2. **Payment of Principal.** Borrower shall promptly pay when due the principal of the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

3. **Prior Mortgages and Deeds of Trust Charges Liens.** Borrower shall perform all of Borrower's obligations under any prior mortgage and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Mortgage. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this Section 3 if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

4. **Property Insurance.**

(a) Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Mortgage as well as any prior encumbrances on the Property. All of the foregoing shall be known as "**Property Insurance.**"

(b) The insurance carrier providing the Property Insurance shall be qualified to write Property Insurance in New Mexico and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All Property Insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Property Insurance policies shall be furnished to Lender at or before closing, Lender shall have the right to hold the policies and renewals thereof.

(c) In the event of loss, Borrower shall give prompt notice to the Property Insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

(d) Property Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the Property Insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with Section 13 by tender to Borrower that the Property Insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the Property Insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage or any part thereof.

(e) Any such application of proceeds to principal shall not extend or postpone the due date of any required payments under the Note or change the amount of such payments. Notwithstanding anything herein to the contrary, if under Section 15 the Property is acquired by Lender, all right, title and interest of Borrower in and to any Property Insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

(f) All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior mortgage with respect to said insurance carriers, policies and proceeds.

(g) Borrower shall be in compliance with the requirements of this Section 4 if Borrower is in compliance with the insurance requirements set forth in any prior mortgage secured by the Property, or any other mortgage which may have or attain priority to this Mortgage.

**5. Preservation and Maintenance of Property.** Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**6. Protection of Lender' Security.**

(a) Except when Borrower has exercised Borrower's rights under Section 3 above, if the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if a default occurs in a prior lien, or if an action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

(i) any general or special taxes or ditch or water assessments levied or accruing against the Property;

(ii) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

(iii) sums due on any prior lien or encumbrance on the Property;

(iv) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;

(v) all other costs and expenses allowable by the evidence of debt or this Mortgage; and

(vi) such other costs and expenses which may be authorized by a court of competent jurisdiction.

(b) Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

(c) Any amounts disbursed by Lender pursuant to this Section 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in Section 1. Nothing contained in this Section 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower written notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

8. **Condemnation.**

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior mortgage.

(b) In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Mortgage and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking; provided that the proceeds paid to Lender shall not



exceed all amounts secured by this Mortgage. Notwithstanding anything to the contrary contained herein but subject to the rights of any senior lender, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the Project.

(c) If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

(d) Any such application of proceeds to principal shall not extend or postpone the due date of any required payments under the Note or change the amount of such payments.

(e) Borrower shall be in compliance with the requirements of this Section 8 if Borrower is in compliance with provisions regarding condemnation set forth in any prior mortgage secured by the Property, or any other mortgage which may have or attain priority to this Mortgage.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Mortgage. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower nor Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

11. **Remedies Cumulative.** Each remedy provided in the Note and this Mortgage is distinct from and cumulative to all other rights or remedies under the Note and this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 20. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be in writing and shall be given and be effective upon (1) delivery to Borrower and Borrower's Limited Partner, or (2) mailing such notice by first class U.S. mail, addressed to Borrower and Borrower's Limited Partner at

Borrower's and Borrower's Limited Partner's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender, or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in any manner designated herein. Borrower's Limited Partner's address is: RJ MT Somos Apartments, L.L.C, 880 Carillon Parkway, St. Petersburg, FL 33716, Email address: [Steve.Kropf@RaymondJames.com](mailto:Steve.Kropf@RaymondJames.com), Attn: Steven J. Kropf – President.

14. **Governing Law; Severability.** The Note and this Mortgage shall be governed by the law of New Mexico. In the event that any provision or clause of this Mortgage or the Note conflicts with the law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note are declared to be severable.

15. **Acceleration; Foreclosure; Other Remedies.** At any time upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or upon any default in a prior lien upon the property, subject to any cure period provided therein, Lender, at Lender's option, may declare the indebtedness secured hereby to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding and may invoke any one or more other remedies permitted by applicable law or provided in this Mortgage or in the Note. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports. Notwithstanding any other provisions of this Mortgage or the Note to the contrary, Borrower may not, until the end of the Compliance Period (as such term is defined in Borrower's Partnership Agreement), exercise its rights under this Mortgage without the prior written consent of the Borrower's Limited Partner.

16. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for non-payment of any sums due hereunder, Borrower or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, reasonable attorney's fees and other fees all in the manner provided by law. Upon such payment, this Mortgage and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued. The Limited Partner shall have the right, but not the obligation, to cure defaults hereunder in the same manner as set out in the Note.

17. **Assignment of Rents; Appointment of Receiver; Lender In Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under Section 15 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

- a. Lender shall be entitled to a receiver for the Property after Acceleration under Section 15, and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower

or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice, notice being hereby expressly waived.

- b. Upon Acceleration under Section 15 or abandonment of the Property, Lender in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall cause the release of this Mortgage. Borrower shall pay all costs of recordation.

19. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the property under state or federal law presently existing or hereafter enacted.

20. **Transfer of the Property, Assumption.** The following events shall be referred to herein as a “**Transfer**”: (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, a general partnership interest or more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, or (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant, (iv) a transfer of limited partnership interests of Borrower, or (v) the removal or substitution of the general partner of Borrower in accordance to the Amended and Restated Agreement of Limited Partnership of the Borrower. At the election of Lender, in the event of each and every Transfer:

- a. All sums secured by this Mortgage shall become immediately due and payable (an Acceleration).
- b. If a Transfer occurs and should Lender not exercise Lender’s option pursuant to Section 20(a) to Accelerate, the transferee shall be deemed to have assumed all of the obligations of Borrower under this Mortgage including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with the transferee in the same

manner as with the Borrower with reference to said sums including the payment or credit to the transferee of undisbursed reserve funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.

- c. Should Lender not elect to Accelerate upon the occurrence of such transfer then, subject to Section 20(b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

21. **Subordination.** Lender agrees that the lien of this Mortgage shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the "**Extended Use Agreement**") recorded against the Property, provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Mortgage or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code. In addition, Lender agrees that this Mortgage shall be subordinate and remain in the same lien priority to any loan which refinances such financing from BOKF (the "First Mortgage Lender") as long as the principal amount of such refinanced debt does not exceed the initial principal amount of the loan from the First Mortgage Lender.

22. **No Oral Agreements.** Pursuant to Section 58-6-5 NMSA 1978, a contract, promise or commitment to loan money or to grant, extend or renew credit, or any modification thereof, in an amount greater than Twenty-five Thousand Dollars and No/100 Dollars (\$25,000.00) not primarily for personal, family or household purposes made by a financial institution is not enforceable unless made in writing and signed by the party to be charged or that party's authorized representatives.

23. **Maximum Amount of Indebtedness.** Notwithstanding any provision to the contrary in this Mortgage or the Note which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total indebtedness secured by this Mortgage shall not at any time exceed three hundred percent (300%) of the original principal amount of the Note set forth in Section 1 of this Mortgage.

24. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Mortgage.

25. Notwithstanding anything to the contrary, so long as RJ MT Somos Apartments, L.L.C., (or an affiliate thereof) is the Limited Partner of the Borrower, Lender will not exercise any other rights or remedies it may have under the Note, but not limited to, accelerating the indebtedness, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any

other rights or remedies thereunder unless such acceleration is required by the City under the Development Agreement or the Restrictive Real Estate Covenants. Lender waives no rights or remedies it may have under the Note, but merely agrees not to enforce those rights or remedies until such time as RJ MT Somos Apartments, L.L.C. is no longer the Limited Partner of Borrower.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the Effective Date.

**BORROWER:**

SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP  
By SOMOS APARTMENTS LLC, General Partner  
By SOLHOUSING, Manager

By \_\_\_\_\_  
FELIPE RAEI, Executive Director

**LENDER:**

SOL HOUSING

By: \_\_\_\_\_  
FELIPE RAEI, Executive Director

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared FELIPE RAEI, the Executive Director of SOL HOUSING, the Manager of SOMOS APARTMENTS LLC, the General Partner of SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, and acknowledged that he executed the same as his free act and deed on behalf of the Borrower .

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared FELIPE RAEI, the Executive Director of SOL HOUSING, and acknowledged that he executed the same as his free act and deed on behalf of the SOLHOUSING.

My Commission Expires: \_\_\_\_\_  
Notary Public

W:\TRX\IDANP\Sol Housing - Greater Alb Housing\SOMOS APARTMENTS\Mortgage Assignment of Rents and Security Agree-  
Exhibit C- 02.11.2025 -AKR.doc

## Exhibit D

### PROMISSORY NOTE

\$6,179,187.54

FOR VALUE RECEIVED, the undersigned, SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership ("Maker"), promises to pay to the order of SOL HOUSING, a New Mexico nonprofit corporation ("Holder"), the principal sum of SIX MILLION ONE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS and 54/100s (\$6,179,187.54), or so much thereof as may have been advanced to Maker by Holder, together with all charges as provided herein and accrued interest on the principal balance thereof outstanding from time to time at the applicable rate of interest as hereinafter specified. The obligations of the Maker hereunder shall be full recourse obligations.

On \_\_\_\_\_, 2025, Holder and the City of Albuquerque, New Mexico (the "City"), entered into the Development Agreement, (the "Development Agreement"), concerning the construction and development of an affordable housing community known as the Somos Project in the City of Albuquerque, New Mexico (the "Project") and, pursuant to the Development Agreement, a Grant has been made to Holder by the City (the "Grant").

The loan represented by this Promissory Note ("Note") is being made with the Grant but the loan itself is not a grant to the Maker. In consideration for the loan evidenced hereby, Maker agrees that it will comply with the applicable obligations and use restrictions respecting the Project set forth in the Restrictive Real Estate Covenants, dated \_\_\_\_\_, 2025 (the "Restrictive Real Estate Covenants"). Maker agrees that it will reasonably cooperate with Holder in connection with Holder's audit and other reporting requirements to the City and the State of New Mexico in connection with the loan evidenced hereby.

The Note will accrue interest at the rate of four and 15/100 percent (4.15%) per annum.

The proceeds of the loan evidenced by this Note may be assigned, with the prior written approval of both the City and Holder, to any successors, assignees or purchasers of the Project (each a "Successor Owner") who agree in writing to assume all obligations of Maker under the Development Agreement, the Mortgage, as herein defined, and this Note, and Maker will thereupon be released from all future liability hereunder, and such Successor Owner(s) will thereafter be treated as the "Maker" for all purposes hereunder.

On or before January 1 of the year following completion of the Project, and on or before each January 1 thereafter, the Maker shall make a payment on this Note to the extent of Residual Receipts for the immediately preceding year. "Residual Receipts" shall mean Net Cash Flow of the Maker (as that term is defined in the Amended and Restated Agreement of Limited Liability Limited Partnership of the Maker dated as of \_\_\_\_\_, 2025) (the "Partnership

Agreement”) in the priority set forth in Section 7.03 of the Partnership Agreement. If not sooner paid, the entire outstanding balance of the principal sum and all accrued and unpaid interest thereon will be immediately due and payable in full on the earlier of (i) \_\_\_\_\_, 2055, (ii) upon Maker's default or breach of this Note, subject to the notice and cure provisions set forth herein, or (iii) in the event of a sale or refinancing of the Project.

All payments of principal and interest hereunder are payable in lawful money of the United States at Holder's office at 320 Gold Ave., SW, Suite 918, Albuquerque, New Mexico 87102, or at such other place as Holder may from time to time give notice in writing to Maker. All payments received hereunder will be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

This Note is secured by a Mortgage and Security Agreement of even date herewith, recorded in the real property records of Bernalillo County, New Mexico (the "Mortgage"), conveying a mortgage and security interest in the Project and the real property constituting the site therefor. All of the provisions of the Mortgage are incorporated herein by reference.

Prepayments of all or any part of the balance of this Note may be made at any time and from time to time by Maker. No premium or penalty will be charged in connection with such prepayment.

The occurrence of any of the following is a default of the terms of this Note: (i) Maker fails to pay when due any installment of principal or interest hereunder; (ii) Maker dissolves or otherwise fails to maintain its status as a New Mexico limited liability limited partnership; or (iii) Maker fails to perform the covenants contained in this Note, the Mortgage, the Development Agreement or the Restrictive Real Estate Covenants.

In the event the City requires repayment by Holder of the Grant, or any part thereof, Holder may, at its option, accelerate the indebtedness evidenced hereby to the extent of such repayment obligation, subject to the terms herein, including the notice and cure provisions below. If Holder fails to make any such repayment when due, Maker will have the right to make the required repayment directly to the City and will be entitled to full credit for all such payments against amounts otherwise due to Holder under this Note.

Upon an event of default hereunder, Holder shall provide notice thereof to Maker (a "Default Notice"). Maker will have thirty (30) days after receipt of a Default Notice to cure the default addressed therein (the "Cure Period"). If such default is reasonably capable of being cured within the Cure Period, Maker will have such period to effect a cure prior to exercise of remedies by Holder under this Note and the Mortgage. If such default is such that it is not reasonably capable of being cured within the Cure Period and if Maker initiates corrective action within the Cure Period and diligently and in good faith works to effect a cure as soon as possible, then Maker shall have such additional time as is reasonably necessary to cure such default. Unless and until Maker receives a Default Notice, no action or inaction by or on behalf of Maker will be deemed an event of default hereunder, triggering Maker's obligation to cure or to pay the indebtedness evidenced hereby. In the event Maker receives a Default Notice and fails to cure the applicable default or Maker and Holder have not agreed in writing to a settlement thereof within the Cure Period, as extended, the whole unpaid balance hereof will, at once or at any time thereafter during the



continuance of such default, at the option of Holder, become immediately due and payable, and Maker will pay on demand to Holder all costs and expenses, including reasonable attorney's fees, incurred by Holder in pursuing its remedies under this Note.

Notwithstanding anything to the contrary, so long as RJ MT Somos Apartments, L.L.C., (or an affiliate thereof) is the Limited Partner of the Maker, Holder will not exercise any other rights or remedies it may have under the Note, including, but not limited to, accelerating the indebtedness, collecting rents, appoint (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless such acceleration is required by the City under the Development Agreement or the Restrictive Real Estate Covenants. Holder waives no rights or remedies it may have under the Note, but merely agrees not to enforce those rights or remedies until such time as \_\_\_\_\_, L.L.C. is no longer the Limited Partner of Maker.

Maker's limited partner (the "Limited Partner") may, at its option, cure any default for a period of thirty (30) days following notice thereof, which period may be extended with the prior consent of Holder if the Limited Partner has initiated efforts to cure the default within such thirty (30) day period and continues to diligently pursue those efforts to completion. Any cure of any default made or tendered by the Limited Partner will be deemed to be a cure by Maker and will be accepted or rejected on the same basis as if made or tendered by Maker.

All notices to Maker given hereunder must be in writing, must be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Maker: Somos Apartments Limited Partnership LLLP  
320 Gold Ave., SW, Suite 918  
Albuquerque, New Mexico 87102

Limited Partner: RJ MT Somos Apartments, L.L.C.  
c/o Raymond James Affordable Housing Investments, Inc.  
880 Carillon Parkway  
St. Petersburg, FL 33716  
Email address: Steve.Kropf@RaymondJames.com  
Attn: Steven J. Kropf - President

Any such notice will be deemed effective when hand delivered, or one business day after timely delivery to an overnight courier for next day delivery to Maker (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service. Copies of all notices hereunder or under the Mortgage sent to Maker must also be sent to the Limited Partner at the address set forth above. Any notice hereunder or under the Mortgage delivered to Maker will be deemed ineffective and not delivered until a copy of such notice is delivered to the Limited Partner.

Except to the extent expressly provided herein, Maker waives presentment for payment, notice of protest and notice of dishonor. Maker consents to any number of renewals or extensions

of the time of payment hereof. Any such renewals or extensions may be made without notice to Maker and without affecting its liability.

Failure to accelerate the indebtedness evidenced hereby by reason of default in the payment of an installment of principal, interest, or principal and interest, or the acceptance of a past due installment of the same, will not be construed as a novation of this Note or as a waiver of the right of Holder to thereafter insist upon strict compliance with the terms of this Note without previous notice of such intention being given to Maker. This Note cannot be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

As used herein, the terms "Maker" and "Holder" will be deemed to include their respective successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation of law. This Note will be construed according to the laws of the State of New Mexico.

Any and all references in this Note to any other document or documents are references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.

The representative of Maker subscribing below represents that he has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of Maker.

Holder agrees that it shall not assign or transfer this Loan (or any interest therein) to any third party without the prior written consent of Maker and Limited Partner.

This Note is executed in Albuquerque, New Mexico on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP,  
a New Mexico limited liability limited partnership

By: SOMOS APARTMENTS LLC, a New  
Mexico limited liability company, General  
Partner

By: SOL HOUSING, Manager

By: \_\_\_\_\_  
Felipe Rael, Executive Director

W:\TRX\DANP\Sol Housing - Greater Alb Housing\SOMOS APARTMENTS\Nonrecourse Promissory Note- Exhibit D- 02.11.2025-AKR.doc

## **Exhibit E**

### **Project Budget (on following pages)**

**Development Costs**

Enter data in green cells only

**Project Name - Somos Apartments : 70 Units**

Cost	Amount	Cost Per Unit	Cost Per Square Foot	Comment
<b>Acquisition Costs</b>				
Land	\$535,000	\$7,643	\$13	
Existing Structures		need data	need data	
		need data	need data	
<b>Site Work Costs (not included in construction contract)</b>				
Demolition/Clearance		need data	need data	
Site Remediation		need data	need data	
Off-Site Costs (these are not HOME eligible)				
Improvements		need data	need data	
Construction Equipment (HOME eligible portion)		need data	need data	
Construction Equipment (non-HOME eligible portion)		need data	need data	
		need data	need data	
<b>Construction / Rehabilitation Costs (construction)</b>				
Site Work Included in Construction Contract	\$1,516,219	\$21,660	\$38	
Construction Equipment (HOME eligible portion)		need data	need data	
Construction Equipment (non-HOME eligible portion)		need data	need data	
New Construction	\$14,446,064	\$206,372	\$363	
Rehabilitation		need data	need data	
General Requirements	\$810,024	\$11,572	\$20	
Builder's Overhead	\$502,480	\$7,178	\$13	
Builder Profit	\$643,121	\$9,187	\$16	
Performance Bond Premium	\$78,303	\$1,119	\$2	
Construction Contingency	\$917,296	\$13,104	\$23	
Gross Receipts Tax	\$1,315,452	\$18,792	\$33	
Access Control	\$75,000	\$1,071	\$2	
<b>Architectural and Engineering Fees</b>				
Architect Fee -- Design	\$719,400	\$10,277	\$18	
Architect Fee -- Construction Supervision	\$110,341	\$1,576	\$3	
Engineering Fees	\$80,900	\$1,156	\$2	
LEED	\$53,000	\$757	\$1	
<b>Other Owner Costs</b>				
Project Consultant Fees		need data	need data	
Owner Attorney Fees (Initial closing)	\$60,000	\$857	\$2	
Owner Attorney Fees (final closing)		need data	need data	
Syndication Costs	\$35,000	\$500	\$1	
Other Owner Organizational Expenses		need data	need data	
Market Study	\$16,000	\$229	\$0	
Survey		need data	need data	
Appraisal Fees	\$10,000	\$143	\$0	
Environmental Studies	\$12,000	\$171	\$0	
Capital Needs Assessment		need data	need data	
		need data	need data	
Tap Fees and Impact Fees		need data	need data	
Building Permits and Fees	\$125,000	\$1,786	\$3	
Tax Credit Fees	\$138,688	\$1,981	\$3	
Accounting / Cost Certification / Audit	\$20,000	\$286	\$1	
Soft Cost Contingency	\$50,000	\$714	\$1	
		need data	need data	
<b>Interim Financing Costs</b>				
Construction Period Insurance		need data	need data	
Construction Period Taxes	\$10,000	\$143	\$0	
Construction Interest (see calculation below)	\$800,000	\$11,429	\$20	
Construction Loan Origination Fee	\$136,209	\$1,946	\$3	
Construction Loan Legal Fees	\$25,000	\$357	\$1	
Other Construction Loan Fees	\$32,500	\$464	\$1	
Bond Costs of Issuance		need data	need data	
Title and Recording Costs (for the construction loan)	\$85,000	\$1,214	\$2	
Special Inspections	\$60,000	\$857	\$2	
		need data	need data	
<b>Permanent Financing Costs</b>				
Credit Report		need data	need data	
Lender Origination / Financing Fee		need data	need data	
Lender's Counsel Fee		need data	need data	
Other Lender Fees		need data	need data	
Title and Recording Costs (for permanent financing)		need data	need data	
Establish Tax and Insurance Escrows	\$50,000	\$714	\$1	
		need data	need data	
		need data	need data	
<b>Developer's Fee</b>				
	\$1,284,500	\$18,350	\$32	
<b>Initial Project Reserves</b>				
Initial Rent-Up Reserve (not HOME eligible)	\$100,000	\$1,429	\$3	
Initial Operating Reserve (HOME-eligible portion)		need data	need data	
Initial Operating Reserve (non-HOME-eligible portion)	\$344,840	\$4,926	\$9	
Initial Debt Service Reserve (not HOME eligible)		need data	need data	
Initial Replacement Reserve (not HOME eligible)		need data	need data	

Project Administration and Management Costs				
Marketing/Management		need data	need data	
Operating Expenses		need data	need data	
Furniture, Fixtures & Equipment	\$90,000	\$1,286	\$2	
Tenant Relocation Costs		need data	need data	
		need data	need data	
Other Development Costs				
		need data	need data	
		need data	need data	
		need data	need data	
		need data	need data	
		need data	need data	

<b>Total Development Costs</b>	<b>\$25,287,327</b>
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Construction Interest Calculation		
Construction Loan Amount	\$13,259,371	
Interest Rate	8.0%	
Estimated First Draw Amount	\$0	
Months of Construction	17.0	
Months Const. Loan Outstanding After Completion	7.0	
Average Outstanding Balance	12%	

Interest on first draw, during construction period	\$0
Interest on remaining funds, during construction	\$181,229
Construction Interest after completion	\$618,771
<b>Total Construction Interest</b>	<b>\$800,000</b>

**Notes:**

Construction Contingency is 5.3%

General Requirements is 4.4% of construction costs

Builder's Overhead is 2.7% of construction costs

Builder Profit is 3.5% of construction costs

Developer's Fee is 5.5% of total development cost (excluding developer fee and initial reserves)

Later in this template, you will calculate the maximum allowable HOME investment and the minimum required number of HOME-assisted units. These calculations take place on the Cost Allocation tab. For these calculations, you need to have identified any development costs that are not HOME-eligible. List the ineligible costs here (these costs can be funded from other sources of funds, but cannot be funded by HOME).

Costs that Are Not HOME-Eligible	Amount	Comment
Construction Equipment (non-HOME eligible portion)	\$0	
Off-Site Costs (these are not HOME eligible)	\$0	
Initial Rent-Up Reserve (not HOME eligible)	\$100,000	
Initial Operating Reserve (non-HOME-eligible portion)	\$344,840	
Initial Debt Service Reserve (not HOME eligible)	\$0	
Initial Replacement Reserve (not HOME eligible)	\$0	
Other HOME-Ineligible Cost 1	\$0	
Other HOME-Ineligible Cost 2	\$0	
Other HOME-Ineligible Cost 3	\$0	
Other HOME-Ineligible Cost 4	\$0	

<b>Total Non-HOME-Eligible Costs</b>	<b>\$444,840</b>
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Upon completing this tab, proceed to the *Repl Reserve* tab

## Operating Expenses

Enter data in green cells only

Project Name - Somos Apartments : 70 Units

Expense	Annual Cost	Monthly Cost	Per Unit Per Year	Comment
<b>Administrative / Management Expenses</b>				
Management Fee	\$44,422	\$3,702	\$635	
Management Administrative Payroll Costs	\$69,321	\$5,777	\$990	
Renting / Advertising / Marketing Expenses	\$4,200	\$350	\$60	
Legal Fees	\$1,750	\$146	\$25	
Accounting / Audit Fees	\$10,100	\$842	\$144	
Telephone	\$7,000	\$583	\$100	
Office Supplies	\$10,500	\$875	\$150	
PJ Monitoring Fee (if any)	\$0	\$0		
LIHTC Compliance Fee	\$2,950	\$246	\$42	
Third Party File Review	\$3,220	\$268	\$46	
<b>Operations and Maintenance Expenses</b>				
Security		\$0		
Operations and Maintenance Payroll Costs	\$54,257	\$4,521	\$775	
Repairs Supplies	\$3,500	\$292	\$50	
Repairs Contracts	\$12,250	\$1,021	\$175	
Elevator (if any)	\$9,000	\$750	\$129	
Other Mechanical Equipment		\$0		
Interior Painting	\$0	\$0		
Exterminating	\$3,000	\$250	\$43	
Lawn and Landscaping	\$10,500	\$875	\$150	
Garbage Removal	\$8,750	\$729	\$125	
Snow Removal		\$0		
Resident Service Cost	\$10,500	\$875	\$150	
		\$0		
		\$0		
<b>Utilities Paid by the Property</b>				
Electricity	\$20,500	\$1,708	\$293	
Natural Gas, Oil, Other Fuel	\$0	\$0		
Sewer and Water	\$24,430	\$2,036	\$349	
		\$0		
<b>Taxes / Insurance / Other Expenses</b>				
Real Estate Taxes	\$24,150	\$2,013	\$345	
Payroll Taxes	\$0			
Other Taxes and Licenses		\$0		
Property Insurance	\$75,000	\$6,250	\$1,071	
Workers Compensation Insurance	\$0			
Health Insurance / Other Employee Benefits	\$0			
Site Security	\$11,000	\$917	\$157	
		\$0		
<b>TOTAL OPERATING EXPENSES</b>	<b>\$420,300</b>	<b>\$35,025</b>	<b>\$6,004</b>	
Reserve for Replacement Deposit	\$21,000	\$1,750	\$300	
<b>TOTAL EXPENSES PLUS RESERVE</b>	<b>\$441,300</b>	<b>\$36,775</b>	<b>\$6,304</b>	
<b>SUBTOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$153,463</b>	<b>\$12,789</b>	<b>\$2,192</b>	
<b>SUBTOTAL O&amp;M EXPENSES</b>	<b>\$111,757</b>	<b>\$9,313</b>	<b>\$1,597</b>	
<b>SUBTOTAL OWNER PAID UTILITIES</b>	<b>\$44,930</b>	<b>\$3,744</b>	<b>\$642</b>	
<b>SUBTOTAL TAXES / INSURANCE / OTHER</b>	<b>\$110,150</b>	<b>\$9,179</b>	<b>\$1,574</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>\$420,300</b>	<b>\$35,025</b>	<b>\$6,004</b>	

Upon completing this tab, proceed to the *First Mortgage Sizing* tab.

## Rents and Income

Enter data in green cells only

Use this worksheet to enter (or to modify) the unit mix, the mix of Low and High HOME units, the mix of LIHTC and CDBG and market rate units, and square to each unit type. Also use this worksheet to select the maximum rents that will be underwritten for each unit type, and to select utility allowances. Also use this worksheet to enter any "other revenue" such as commercial revenue or tenant late fees. Information for number of units, Low HOME units, High HOME units, LIHTC units, units, market rate units, square footage, underwritten rents, underwritten utility allowances, and underwritten other revenue will carry forward from this worksheet to the underwriting template.

	?	?	?	?	?	?
Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit	Gross Rent, per unit, per month	Monthly Utility Allowance	Net Rent After Utilities, per unit, per month
1 BR Market	100% of Market	11	569	\$900	\$0	\$900
1 BR LIHTC	93% of LIHTC 60 AMI	4	569	\$900	\$53	\$847
1 BR High HOME LIHTC	90% of High HOME	20	569	\$900	\$53	\$847
1 BR Low HOME LIHTC	93% of Low HOME	5	569	\$750	\$53	\$697
1 BR LIHTC	100% of Project Based Vouchers 50	9	569	\$1,036	\$55	\$981
1 BR LIHTC	100% of Project Based Vouchers 30	16	569	\$1,036	\$55	\$981
1 BR LIHTC	93% of LIHTC 30 AMI	5	569	\$450	\$53	\$397
Total		70	39,830	NA		\$60,223
<b>Annual Gross Potential Rent</b>						<b>\$722,676</b>

Rent Loss (Vacancy + Bad Debt + Concessions)

Rent Loss Rates (As % of GPR)	HOME Units	Market Rate Units	Other Affordable Units
Rent Loss Year 1 (Lease-Up)	20.0%	20.0%	20.0%
Stabilized Rent Loss Rate (after Year 1)	5.0%	5.0%	5.0%

### Other Revenue

Commercial Space	\$333	per month
		per month
		per month
		per month
		per month
<b>Total Other Revenue</b>	<b>\$333</b>	per month



## Sources and Uses of Funds

Enter data in green cells only

### Project Name - Somos Apartments : 70 Units

In this template, the underwriter enters all proposed Sources of Funds (including HOME) on this tab (other than those that were already entered on the First Mortgage Sizing tab). The Uses of Funds are repeated below (from the Development Costs tab). Then the template verifies whether the Sources and Uses are in balance; be sure that Sources and Uses are balanced before moving forward. If there are insufficient Sources, potential solutions include deferring a greater portion of the developer fee, increasing HOME funding, and obtaining increased funding from some other source. If there are excess Sources, the HOME underwriter should consider reducing the proposed HOME funding.

PJs must perform cost allocation separately from this tool to verify that the proposed amount of HOME funding is within the allowable maximum HOME investment.

Sources of Funds	Amount	HOME?	Comment
First Mortgage Loan (proposed amount)	\$4,000,000	No	
Amortizing Second Mortgage Loan	\$0	0	
HOME	\$5,179,188	Yes	HOME award of \$2,409,979 + \$2,769,209
Coronavirus	\$1,000,000	No	
MRA Land	\$535,000	No	
CDBG	\$158,757	No	
Deferred Developer Fee	\$784,083		
Developer Cash Investment	\$100		
Tax Credit Equity (proposed amount)	\$13,630,199		
<b>Total Sources of Funds</b>	<b>\$25,287,327</b>		

Total HOME Funding \$5,179,188  
 Developer Investment for Financial Analysis \$784,183 (used in Operating Pro Forma for IRR, etc.)

Uses of Funds / Total Development Cost	Amount	Comment
Acquisition Costs	\$535,000	
Site Work Costs	\$0	
Construction / Rehabilitation Costs	\$20,303,949	
Architectural / Engineering Costs	\$963,641	
Other Owner Costs	\$466,688	
Construction Interest	\$800,000	
Other Interim Financing Costs	\$348,709	
Permanent Financing Costs	\$50,000	
Developer's Fee	\$1,284,500	
Initial Project Reserves	\$444,840	
Project Management Costs	\$90,000	
Other Development Costs	\$0	
<b>Total Uses of Funds</b>	<b>\$25,287,327</b>	

Subsidy layering gap (before HOME funding) \$5,179,188 (Total Uses of Funds minus Total Sources of Funds other than HOME)

## Sources and Uses by Month

Enter data in green cells only

Project Name - Somos Apartments : 70 Units

Months of Construction

17

Months Const. Loan Outstanding After Completion

7

Development Costs (Uses of Funds)	Total	Initial Closing / First Draw	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Acquisition Costs</b>								
Land	\$535,000	\$535,000	\$0	\$0	\$0	\$0	\$0	\$0
Existing Structures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Site Work Costs (not included in construction contract)</b>								
Demolition/Clearance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Remediation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Construction / Rehabilitation Costs (construction)</b>								
Site Work Included in Construction Contract	\$1,515,219	\$0	\$89,189	\$89,189	\$89,189	\$89,189	\$89,189	\$89,189
New Construction	\$14,445,054	\$0	\$849,768	\$849,768	\$849,768	\$849,768	\$849,768	\$849,768
Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Requirements	\$810,024	\$0	\$47,640	\$47,640	\$47,640	\$47,640	\$47,640	\$47,640
Builder's Overhead	\$500,480	\$0	\$29,558	\$29,558	\$29,558	\$29,558	\$29,558	\$29,558
Builder Profit	\$643,121	\$0	\$37,831	\$37,831	\$37,831	\$37,831	\$37,831	\$37,831
Performance Bond Premium	\$78,303	\$78,303	\$0	\$0	\$0	\$0	\$0	\$0
Construction Contingency	\$917,286	\$0	\$53,958	\$53,958	\$53,958	\$53,958	\$53,958	\$53,958
Gross Receipts Tax	\$1,315,452	\$0	\$77,380	\$77,380	\$77,380	\$77,380	\$77,380	\$77,380
Access Control	\$75,000	\$0	\$4,412	\$4,412	\$4,412	\$4,412	\$4,412	\$4,412
<b>Architectural and Engineering Fees</b>								
Architect Fee -- Design	\$719,400	\$719,400	\$0	\$0	\$0	\$0	\$0	\$0
Architect Fee -- Construction Supervision	\$110,341	\$0	\$5,491	\$5,491	\$5,491	\$5,491	\$5,491	\$5,491
Engineering Fees	\$80,900	\$0	\$4,759	\$4,759	\$4,759	\$4,759	\$4,759	\$4,759
LEED	\$53,000	\$0	\$3,118	\$3,118	\$3,118	\$3,118	\$3,118	\$3,118
<b>Other Owner Costs</b>								
Project Consultant Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Owner Attorney Fees (initial closing)	\$60,000	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0
Owner Attorney Fees (final closing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Syndication Costs	\$35,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0
Other Owner Organizational Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Study	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0
Survey	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Appraisal Fees	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Studies	\$12,000	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0
Capital Needs Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tap Fees and Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Permits and Fees	\$125,000	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0
Tax Credit Fees	\$139,688	\$139,688	\$0	\$0	\$0	\$0	\$0	\$0
Soft Cost Contingency	\$50,000	\$0	\$2,941	\$2,941	\$2,941	\$2,941	\$2,941	\$2,941
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Interim Financing Costs (excluding interest)</b>								
Construction Period Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Period Taxes	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Interest is Calculated Below								
Construction Loan Origination Fee	\$136,209	\$136,209	\$0	\$0	\$0	\$0	\$0	\$0
Construction Loan Legal Fees	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
Other Construction Loan Fees	\$32,500	\$2,500	\$1,765	\$1,765	\$1,765	\$1,765	\$1,765	\$1,765
Bond Costs of Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title and Recording Costs (for the construction loan)	\$85,000	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0
Special Inspections	\$60,000	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Permanent Financing Costs</b>								
Credit Report	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lender Origination / Financing Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lender's Counsel Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Lender Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title and Recording Costs (for permanent financing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Establish Tax and Insurance Escrows	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer's Fee	\$1,294,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Initial Project Reserves</b>								
Initial Rent-Up Reserve (not HOME eligible)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Operating Reserve (HOME-eligible portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Debt Service Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Replacement Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Project Name - Somos Apartments : 70 Units**

<b>Project Administration and Management Costs</b>								
Marketing/Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture, Fixtures & Equipment	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tenant Relocation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Development Costs</b>								
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

<b>Total Development Costs (TDC)</b>	<b>\$24,122,487</b>	<b>\$1,978,100</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,211,818</b>	<b>\$1,211,818</b>	<b>\$1,211,818</b>
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<b>TDC Excluding Construction Interest</b>	<b>\$24,122,487</b>	<b>\$1,978,100</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,211,818</b>	<b>\$1,211,818</b>	<b>\$1,211,818</b>
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Sources of Funds	Total	Initial Closing / First Draw	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
First Mortgage Loan (proposed amount)	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$927,507
Amortizing Second Mortgage Loan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOME	\$5,179,188	\$0	\$613,288	\$1,214,818	\$1,214,818	\$1,211,817	\$406,528	\$0
Coronavirus	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$655,290	\$194,710
MRA Land	\$535,000	\$535,000	\$0	\$0	\$0	\$0	\$0	\$0
CDBG	\$158,757	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Deferred Developer Fee	\$754,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Cash Investment	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0
Tax Credit Equity (proposed amount)	\$13,630,199	\$1,443,000	\$601,530	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

<b>Total Sources Before Construction Loan</b>	<b>\$25,287,327</b>	<b>\$1,978,100</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,214,818</b>	<b>\$1,211,817</b>	<b>\$1,211,818</b>	<b>\$1,211,817</b>
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<b>Construction Loan Draw Needed (Before Interest)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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Construction Loan Beginning Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plus This Draw	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plus Interest (Total Interest at Immediate right)	\$728,780	\$0	\$0	\$0	\$0	\$0	\$0	\$2,293
Equals Ending Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,293

Construction interest estimate from Development Costs tab	\$800,000
---	-----------

Construction interest estimate from detailed Sources and Uses By Month	\$728,780
--	-----------

Construction interest calculated above is 91.1% of the Construction interest estimate from Development Costs tab.

## Exhibit F

### Schedule of City Grant and Grant Payback Schedule

Source of Fund	Amount	Forgiven
City HOME Funds	\$5,179,187.54	End of Affordability Period
City CSLFRF Funds	\$1,000,000.00	End of Affordability Period

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## Exhibit G

### Project Development Schedule

#### Construction Schedule

Project Name - Somos Apartments : 70 Units

Enter data in green cells only

The HOME Final Rule's definition of *commitment* specifies that if a project includes rehabilitation or new construction, a construction schedule is required at or before the time of the commitment. Additionally, construction must be scheduled to start within twelve months after the commitment date, and construction must be scheduled to be completed within four years after the commitment date.

Intended HOME Commitment Date	April 15, 2025	
Initial Closing Date	May 1, 2025	
Construction Start Date	May 1, 2025	0.5 months after HOME Commitment Date
Other construction milestone #1		
Other construction milestone #2		
Other construction milestone #3		
Other construction milestone #4		
First Building Completion Date	July 1, 2026	14.0 months construction time
Last Building Completion Date	July 1, 2026	14.5 months after HOME Commitment Date
Achievement of Sustaining Occupancy	September 30, 2026	3.0 months lease-up time
Closing of Permanent Financing	January 31, 2027	7.0 months after construction completion

Below, please include any comments about the construction schedule

Somos has already secured site control and a significant portion of the funding sources for development. Somos received awards through competitive process from the City of Albuquerque for the land from the Metropolitan Redevelopment Agency and for pass-thru funding (HUD HOME) from the Dept of Health, Housing and Homelessness in 2023, and successfully received a 2024 9% tax credit allocation for a target population of seniors 55+ awarded by MFA in May 2024. The project-based vouchers and Authority to Use HUD Funds have also been awarded. Gap funding to secure financial closing is all that remains, and Sol anticipates closing and starting construction in December 2024, achieving final completion by June 30, 2026.

**Budgeted construction cost is \$228,033 per unit. Budgeted hard cost contingency is 5.7% of hard cost.**

**Budgeted soft costs are \$66,754 per unit. Budgeted soft cost contingency is 1.1% of soft cost.**

**The budgeted developer fee is \$18,350 per unit before any deferral. This is 6.2% of total hard cost + total soft cost.**

**Adequacy of the Development Budget and Risk of Cost Increases.** Experience indicates that the primary risk of delay in starting construction is unanticipated escalation in development costs, to the extent that the sponsor has to seek additional funding. The three lines above present key information about the development budget, about available contingency allowances, and about the developer fee (which -- if not already deferred -- can provide additional ability to absorb cost increases).

The risk of cost increases is most significant early in the development process. Once the plans and specifications are completed and there is a firm-fixed-price construction contract, there is a lower risk of increases in hard costs. However, even if there is a performance bond, there is still the risk of hard cost increases due to change orders. The risk of increases in soft costs depends on how many of the soft costs are subject to firm-fixed-price contracts. Construction period interest costs will run over budget whenever construction takes longer than anticipated. Even if there is no construction loan or bridge loan, additional construction time typically results in increased soft costs of some sort.

Below, please discuss the current state of (1) plans and specs and (2) the construction contract. Discuss whether the contractor is bonded.

The conceptual plans have been completed by Hartman + Majewski who was the architect on Hiland Plaza. The RFP for construction manager will include the bonding requirements for the general contractor.

Below, please discuss the adequacy of the development budget, the risk of cost increases, and why you are confident that even with moderately severe increases in development cost, the project is still likely to go forward on schedule.

We estimated the hard construction costs at 3.5% over the negotiated construction contract for Farolito. We have budgeted a 5.7% construction contingency to absorb any cost increases. The major soft costs have been negotiated with architect, engineers, LEED certification and legal. The remaining soft costs are estimated based on contracts/costs for Farolito, Luminaria and PAH! Hiland Plaza. There is \$430K in additional developer fee, along with \$6.3MM in cash holdings by the developer.

**Construction to Start Within Twelve Months.** The HOME Final Rule definition of *commitment* specifies that construction must be scheduled to start within twelve months after the date of the written agreement between the PJ and the project sponsor.

Experience indicates that the primary risks of delay in starting construction are (1) unanticipated increases in development cost requiring increased sources of funds; (2) unanticipated difficulties in finalizing non-HOME sources of funds; and (3) unanticipated difficulties with zoning, building permits and other entitlements.

Below, please explain why you believe that construction will start within twelve months. Please address each of the primary risks discussed above.

Once we close the development gap with Coronavirus recovery and HOME funds we are confident we can start construction within 12 months given our development teams experience with MFA LIHTC process, City permit process, and investor & lenders interest in GAHP sponsored projects. The project architect worked on Hiland Plaza in the neighborhood under the IDO process.

**Exhibit H**  
**Request for City Grant Disbursement**

**City of Albuquerque**  
**Department of Health, Housing & Homelessness**  
**Financial Status Report and Request for Reimbursement**

1. Agency Name and Mailing Address:		2. Telephone Number:
3. Project Title:	4. Contract Number:	5. Request Number:
6. Name of Contact Person:	7. Request for the Period: From: _____ To: _____	8. Billing Date:

9. Financial Expenditure Category	Approved Budget	Amount of this Request	Total Requests to Date	Balance Remaining	Matching Funds Expended to Date
Salaries and Wages					
Payroll Taxes & Employee Benefits					
Contractual Services					
Audit Costs					
Consumable Supplies					
Telephone					
Postage Shipped					
Occupancy: Rent					
Occupancy: Utilities					
Occupancy: Other					
Equipment Lease					
Equipment Maintenance					
Printing and Publication					
Travel: Local					
Travel: Out-of-Town					
Conferences, Meetings					
Assistance/Beneficiaries					
Membership Dues					
Equipment, Land, Buildings					
Insurance					
Indirect Costs					

Sol Housing  
Somos Apartments  
\$6,179,187.54 Grant (HOME & CSLFRF)  
2024

Total					
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10. Certification: I hereby certify that the funds for which reimbursement is being herein requested have been or will be utilized to provide services to the Community Development Project described in the Agreement executed between the City of Albuquerque and the above named agency which I represent and I further certify that the amount requested herein is true and just, that payment has not been received, and that (1) this Reimbursement Request represents expenditures incurred and eligible under applicable local, state and Federal regulations; (2) that said expenditures are supported by vendor's invoices and other documented liabilities in our records; and (3) funds received as a result of the Request will be expended within three (3) working days.

a. Signature of Authorized Official	b. Title
b. Typed Name	d. Date

### Instructions for Completing Financial Status Report and Request for Reimbursement

1. Enter the name and mailing address of the agency submitting the report.
2. Enter the telephone number of the agency.
3. Enter the title of the City-funded project for which reimbursement is being requested.
4. Enter the contract number assigned to the project by the City.
5. For each contract. Requests for Reimbursement must be numbered sequentially, with the first request numbered "1" and so on for succeeding requests. Enter the number of this request.
6. Enter the name of a contact person at the agency from whom information about the request may be obtained.
7. Enter the starting date and ending date of the period for which reimbursement is being requested.
8. Enter the date that the request will be submitted to the City.
9. In the column headed "Approved Budget," enter the amounts for each line item in the most recent project budget approved by the City.

In the column headed "Amount of this Request," enter the amount of the reimbursement requested for each line item in the approved budget. In the column headed "Total Requests to Date," enter the sum of this request and all previous reimbursements paid by the City for each line item in the approved budget. In the column headed "Other Funds Expended to Date," enter the amounts of matching funds or program income applied to the project expended for each line item, if such funds are required under the terms of the contract.

10. An authorized official of the agency must certify that funds were used according to City requirements.

10a. The official must sign to certify the Financial Status Report.

10b. Enter the typed title of the official signing the Financial Status Report.

10c. Enter the typed name of the official.

10d. Enter the date the official signed the Report.

### Exhibit I

Sol Housing  
Somos Apartments  
\$6,179,187.54 Grant (HOME & CSLFRF)  
2024

**SOL HOUSING  
SOMOS APARTMENTS COMMUNITY  
RESTRICTIVE REAL ESTATE COVENANTS**

Made in Albuquerque, New Mexico

These Restrictive Real Estate Covenants (the “Covenants”) are made by **Somos Apartments Limited Partnership, LLLP, a New Mexico limited liability limited partnership** (“Owner”) in favor the of the City of Albuquerque whose address is One Civic Plaza, Albuquerque, New Mexico, 87102, Post Office Box 1293, Albuquerque, NM, 87103, a municipal corporation (“City”), and shall run with the land until the end of the Affordability Period (as defined herein) unless earlier modified or released by the City.

1. Recitals

A. The Owner has a leasehold interest in that certain real estate (“Real Property”) in Bernalillo County New Mexico, which is located in Albuquerque, NM and whose legal description is:

A certain tract of land designated as Tract A-1, lying within Block 11 La Mesa No. 2 Subdivision at the southeast corner of the intersection of Central Avenue & Alcazar Street within Section 19, T. 10N. R. 4E., City of Albuquerque, Bernalillo County, State of New Mexico.

B. For consideration for the assistance given by the City for the benefit of the Owner, the Owner has agreed to restrictions on the use and rental of the Property in order to implement the Project. The Property shall be used only for the Project. The Project, named **Somos Apartments**, will be located at 7200 Central Avenue SE, as legally described in Exhibit B (hereinafter referred to as the “Real Property”). The Project shall consist of the construction and management of the four-story, multi-family building, including common space, landscaping, access, parking lots and grounds located on the aforementioned Real Property. The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque’s Metropolitan Redevelopment Agency, which will be conveyed to the Developer. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below the 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High HOME and Low HOME rents for the 20-year HOME Affordability Period, as more fully provided elsewhere in this Agreement.

2. Definitions



“Act” means the Federal National Affordable Housing Act of 1990/HOME Investment Partnerships Program.

“Affordability Period” means the period commencing on the date of these covenants and ending on the date that is twenty (20) years from the completion of the Project in HUD’s Integrated Disbursement Information System (IDIS) for the contribution of HOME funds.

“AMI” means Area Median Income which is the annual income figure for a specific geographic area which is determined annually by the U.S. Department of Housing and Urban Development and adjusted for family size.

“HOME Investment Partnerships Program” means the programs authorized by the Act of the federal U.S. Department of Housing and Urban Development that provides funds for the City of Albuquerque in support of affordable housing development.

“HOME Assisted Unit” means that residential unit, which either directly, or indirectly, has received financial assistance for acquisition and/or construction from funds authorized in the Act.

“Program Income” means that portion of income generated from the Project subject to the requirements of 24 CFR Part 92 for HOME funded projects and the Workforce Housing Regulations for Workforce Housing Trust funded projects.

“Project” means the construction of the residential units upon the Property, including Buildings, related on-site and off-site improvements, equipment and related rights therein.

“Utility Allowance” is the amount established by a schedule that is appropriate for a specific rent to cover the cost of utilities that are paid to the utility company as approved by the City.

### 3. Restrictive Covenants

A. Use of Property. During the Affordability Period, the Property shall be used as and only for the Project. The Project, named **Somos Apartments**, will be located at 7200 Central Avenue SE, as legally described in Exhibit B (hereinafter referred to as the “Real Property”). The Project shall consist of the construction and management of the four-story, multi-family building, including common space, landscaping, access, parking lots and grounds located on the aforementioned Real Property. The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque’s Metropolitan Redevelopment Agency, which will be conveyed to the Developer. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High HOME and Low HOME rents for the 20-year HOME Affordability Period, as more fully provided

elsewhere in this Agreement. The Project shall remain an affordable rental housing project, abiding by the High HOME and Low HOME rents for the 20 year HOME Affordability Period, as more fully provided elsewhere in this Agreement.

B. Income Qualifications. The Owner shall determine the annual income of a household occupying or seeking to occupy affordable units, in accordance with 24 CFR §5.609. The income of an affordable household shall not exceed eighty percent (80%) of the City's median income. The Owner shall determine whether the annual income of household(s) occupying or seeking to occupy affordable units, exceeds the applicable income limit prior to admission of the household(s) to occupancy, and then annually thereafter.

C. Rent Determination.

(1) Rents charged occupants of the affordable units must be the lesser of the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR §888.111; or a rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 80 percent of the median income for the areas, as determined by HUD, with adjustment for number of bedrooms in the unit.

(2) The rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

(3) The Owner shall ensure that each household occupying the affordable units will have an executed lease with the Owner in compliance with 24 CFR §92.253. The term of any lease shall be for a period of twelve (12) months, unless such time period is waived in writing for a compelling reason by the household seeking occupancy. The City in its discretion may determine whether a reason is compelling.

(4) **The following is the breakdown of the Twenty-five (25) "floating" HOME-assisted units:**

(a) Initial gross rents (rent plus tenant paid utility costs) for a maximum of **Twenty (20) HOME-assisted units** shall comply with **High HOME** rents (as updated by HUD) and shall not exceed the rents published by HUD, based on bedroom size.

(b) Initial gross rents (rent plus tenant paid utility costs) for the remaining **Five (5) HOME assisted units** shall comply with **Low HOME** rents (as updated by HUD) and shall not exceed the rents published by HUD, based on bedroom size.

(5) Any rent increases of the affordable units must be approved in writing by the City prior to implementation. If utilities are not included in the rent, an allowance must be made using the City's established utility allowance.

(6) HOME assisted units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the income of existing tenants, if actions are

being taken to ensure that a vacancy is filled in accordance with subsection 3B. above, until the noncompliance is corrected.

(7) In the event a tenant's income exceeds 80% of median income following initial occupancy, the tenant must pay 30% of tenant's adjusted income as rent, or the market rate for the neighborhood, whichever is less.

(8) The Owner shall ensure that each household occupying the HOME assisted units will have an executed lease with the Owner in compliance with 24 CFR §92.253.

4. Crime Free Multi-Housing Program. The Owner shall insure that the property manager for the facility participates in the Albuquerque Police Department's Crime Free Multi-Housing Program and obtains program certification within one year of execution of this Agreement. City shall be notified by Owner if facility is in jeopardy of losing its Crime Free Multi-Housing Certification. Failure to obtain the program certification, or revocation of the certification from the facility manager, shall constitute default of this Agreement.

5. Maintenance Reserve Fund. The Owner shall establish a maintenance reserve fund for the Project in an amount not less than Three Hundred Dollars (\$300.00) per unit per annum from the date of acceptance of the Certificate of Occupancy issued by the City of Albuquerque until the completion of the Affordability Period.

6. Encumbrances. The Owner covenants and agrees that it shall not refinance, mortgage, suffer or allow the creation of a lien, nor otherwise encumber the Real Property, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, as determined in the City's sound governmental judgment in compliance with all applicable laws and ordinances.

7. Property Standards Requirements. The project will meet all Housing Quality Standards, or other physical property standards regulated by HUD, and local building code requirements, and allow the City to inspect the property, for the duration of the Covenants.

8. Monitoring/Reporting Requirements.

A. The Owner shall report, in writing, at least quarterly during the construction and lease-up phases of the Project. The quarterly report shall include the process of construction as a percentage complete, construction funds expended with remaining balance, and number of units completed.

B. The City, at its discretion, may require a reasonable administrative fee from the Owner for the purpose of monitoring the project.

C. Income received from the rental of affordable units, if funded by HOME, shall be considered Program Income and must comply with 24 CFR §92.503. A Program Income report detailing the uses of Program Income for the reporting period, will be provided by the Owner

within thirty (30) days after the close of the quarter until the terms of this Agreement have been met.

D. The Owner shall report annually within 90 days of the close of the Owner's fiscal year until the terms of this Agreement have been met. The report shall include, but not be limited to, the financial statements for the Project, Income and Expense Statement for the Project, a Program Income budget, if applicable, the proposed uses of Program Income for the forthcoming year, and a certified rent roll showing household size, ethnicity, race, whether the occupant is female head of household, date of execution of the occupants' current lease, adjusted gross income and rental rates.

E. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Owner's records with respect to all matters covered by this Agreement. The Owner shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Development Agreement.

9. Term. The Owner's obligations designated herein are to commence upon the execution of this Restrictive Real Estate Covenants by the last party to sign ("Commencement Date"), and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Development Agreement but, in any event, the Project and all of the services required hereunder in connection with the Project shall be continued until the expiration of the Affordability Period. If the Owner can provide sufficient credible evidence that the building placed on the Project's land is functionally obsolete or has reached the end of its useful life and financing the redevelopment of the building as an affordable housing project is not economically feasible, the City's governing body may approve the demolition of the building. A new building shall be built upon the Project's land that shall at a minimum include the same affordability requirements as specified in the original agreement.

10. Covenants Running with Property. These Restrictive Real Estate Covenants shall be and constitute covenants running with the Property during the Affordability Period and shall be enforceable by the City by legal and equitable action, including an action for injunctive relief.

11. Binding Effect. Upon execution of this Agreement by the Owner, these terms, conditions and covenants under this Agreement shall be binding and inure to the benefit of the parties and their representative.

12. Construction and Severability. If any part of these Restrictive Real Estate Covenants are held to be invalid or unenforceable, the remainder of the Restrictive Real Estate Covenants will remain valid and enforceable if the remainder is reasonably capable of completion.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

SOMOS APARTMENTS LIMITED  
PARTNERSHIP LLLP, a New Mexico limited liability  
limited partnership

By: SOMOS APARTMENTS LLC, a New Mexico  
limited liability company, its General Partner

By: SOL HOUSING, a New Mexico  
nonprofit corporation, its Manager

By: \_\_\_\_\_  
FELIPE RAEL, Executive Director

**STATE OF NEW MEXICO            )**  
   **) SS**  
**COUNTY OF BERNALILLO          )**

This instrument was acknowledged before me on \_\_\_\_day of \_\_\_\_\_, 2025, by FELIPE RAEI, Executive Director of SOL HOUSING, a New Mexico nonprofit corporation, as Manager of SOMOS APARTMENTS LLC, a New Mexico limited liability company, as General Partner of SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership,

My Commission Expires:

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**Notary Public**

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## **Exhibit J**

### **COLLATERAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this “Assignment”), dated as of the final date of signature below, is made by SOL HOUSING (“Assignor”), in favor of the CITY OF ALBUQUERQUE, a New Mexico municipal corporation, organized and existing under its charter and the Constitution and laws of the State of New Mexico (“Assignee”).

#### Recitals

1. Assignor is an affiliate of SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership (“Owner”), and a sponsor of the development of the real property located in Albuquerque, New Mexico, more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”), into an affordable housing community known as the Farolito Senior Community Project (the “Project”).

2. Pursuant to the Development Agreement dated \_\_\_\_\_, 2025, (the “Development Agreement”), Assignee granted \$6,179,187.54 of funds to Assignor (the “Funds Grant”), and Assignor will loan, as of the date hereof, such funds to Owner for the construction and development of the Project (the “Loan”).

3. Owner executed the Promissory Note of even date herewith in the principal amount of \$6,179,187.54 to evidence the Loan, payable to Assignor (the “Note”).

4. The Note is secured by the Mortgage, Assignment of Rents, and Security Agreement of even date herewith for the benefit of Assignor, recorded in the real property records of the County of Bernalillo, New Mexico (the “Mortgage”), encumbering title to the Property.

5. Assignor now desires to assign its rights under the Note and the Mortgage to Assignee in order to secure Owner’s performance of its obligations under the Development Agreement and the Restrictive Real Estate Covenants, dated \_\_\_\_\_, 2025 (the “Real Estate Covenants”).

#### Assignment

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to the limitation set forth below, hereby grants, bargains, sells, conveys, assigns, transfers and sets over unto Assignee all of Assignor’s rights in the Note and the Mortgage, including without limitation, all monies now owing or that may

hereafter become due or owing with respect to the Note and the full benefit of all the powers, covenants and provisos contained in the Note and the Mortgage.

Assignor represents and warrants that, as of the date hereof, there have been no amendments or modifications, either oral or written, to the Note or the Mortgage, and that none of the Property has been released from the lien of the Mortgage. Assignor further represents and warrants that (i) there has been no prior assignment of Assignor's rights under the Note or the Mortgage, and Assignor will make no other assignment thereof; (ii) Assignor has good right to assign its rights under the Note and the Mortgage, and to grant the rights herein granted; and (iii) neither the Note nor the Mortgage will be amended or reassigned without Assignee's prior written consent, which consent will not be unreasonably withheld or delayed.

In the event of a default of the Loan, Assignor covenants and agrees to do all things reasonably necessary to give effect to the intent of this Assignment, including but not limited to, immediately furnishing to Assignee copies of all notices of default relating to the Loan, executing any other documents necessary or reasonably requested to protect the interest of Assignee and to confirm the existence of this Assignment and, if necessary, to join with Assignee in asserting any claims against Owner, its successors and assigns, as the maker of the Note, and to remit any proceeds collected thereafter on the Note and the Mortgage to Assignee.

This is a collateral assignment securing any obligation to repay the Funds Grant under the Development Agreement or the Real Estate Covenants. The Owner and Assignor shall be jointly and severally liable to the Assignee to perform all terms and conditions of the Development Agreement. Notwithstanding anything to the contrary in this Assignment, so long as there is not an event of default beyond all applicable notice and cure periods under the Note or the Mortgage (including an event of default arising from Owner's failure to comply with the Real Estate Covenants or the Development Agreement), Assignor will be entitled to retain all payments received in connection with the Note, and Assignee will have no right whatsoever to exercise any of its rights under this Assignment until there is an uncured default of the Loan as provided in the Note and the Mortgage.

Assignor agrees that Assignee may enforce Assignor's rights with respect to the Note and the Mortgage upon any event of default (after the expiration of all applicable notice and cure periods) occasioned by the failure of Owner to comply with the covenants set forth in the Note or the Mortgage, and in particular, in the event of any failure to comply with the Real Estate Covenants or the Development Agreement.

Failure or delay on the part of Assignee to exercise any of its rights hereunder will not operate as a waiver of such rights unless so agreed in writing by Assignee, nor will any single or partial exercise by Assignee of any of its rights hereunder preclude the exercise of any other rights hereunder, and the waiver by Assignee of any default by Assignor hereunder will not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

This Assignment and the covenants contained herein will inure to the benefit and be binding upon the successors and assigns of the respective parties hereto.

EXECUTED as of the final date of signature.

SOL HOUSING, a New Mexico nonprofit corporation

By: FELIPE RAEL  
Its: Executive Director

STATE OF NEW MEXICO )  
 ) ss:  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Felipe Rael as Executive Director of SOL HOUSING, a New Mexico nonprofit corporation.

Notary Public

My Commission Expires:\_\_\_\_\_



SOMOS APARTMENTS LIMITED PARTNERSHIP  
LLLP, a New Mexico limited liability limited partnership  
By: SOMOS APARTMENTS LLC, a New Mexico  
limited liability company, General Partner  
By SOL HOUSING, Manager

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**Exhibit K**

**AGREEMENT**

**TO ASSUME RIGHTS AND RESPONSIBILITIES**

THIS AGREEMENT is entered into by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, a municipal corporation (hereinafter City), SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership (hereinafter Developer or Assignee), and SOL HOUSING, a New Mexico nonprofit corporation (hereinafter Assignor), on the final date of signature below. City, Developer, and Assignor are sometimes hereinafter referred to collectively as the Parties and individually as a Party.

RECITALS:

WHEREAS, the Project named **Somos Apartments**, will be located at 7200 Central Avenue SE, as legally described in Exhibit B attached to the Development Agreement. The Project shall consist of the construction and management of the four-story, multi-family building, including common space, landscaping, access, parking lots and grounds located on the Real Property. The Project includes the construction of 70 residential units on land currently owned by the City of Albuquerque's Metropolitan Redevelopment Agency, which will be conveyed to the Developer. The development will contain seventy (70) 1-bedroom rental housing units, common space, and an approximate 1,000 square foot commercial space, all totaling approximately 63,399 heated square feet. Of the 70 units, 24 units shall be for households at or below 60% of AMI, 14 units shall be for households at or below 50% AMI, 21 units shall be for households at or below 30% AMI and 11 units that are unrestricted and will be leased at Market Rate. The Project shall remain an affordable rental housing project, abiding by the High HOME and Low HOME rents for the 20-year HOME Affordability Period, as more fully provided elsewhere in this Agreement; and

WHEREAS, the Developer has the necessary construction, and marketing expertise to develop and market the Project; and

WHEREAS, the Developer has been awarded a Low-Income Housing Tax Credit (LIHTC) allocation from the New Mexico Mortgage Finance Authority (hereinafter "MFA") which will reduce the overall cost of the Project; and

WHEREAS, in order to obtain the benefits of LIHTCs and other tax benefits, the Project will be owned by SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, whose sole general partner is SOMOS APARTEMENTS, LLC. The sole member of SOMOS APARTMENTS, LLC is the Assignor; and

WHEREAS, the City entered into that certain Development Agreement dated \_\_\_\_\_, 2025, with the Assignor under which the City agreed to advance no more than Six Million One

Hundred Seventy-Nine Thousand One Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$6,179,187.54) to construct the Project; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties formally covenant and agree as follows:

1. The Developer shall assume all contractual rights and responsibilities previously assigned by the Assignor in the Development Agreement, which agreement is attached hereto and incorporated herein by reference; in particular, but not limited to, the Developer shall:

- A. Implement all Project activities as described in said Development Agreement and shall execute such documents in its own name.
- B. Adhere to all Restrictive Covenants contained in said Development Agreement and shall execute such documents in its own name.

The Assignor agrees to remain jointly and severally liable for such contractual rights and responsibilities under the Development Agreement.

2. Approval Required: This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

3. Electronic Signatures: The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City, Developer and the Assignor have executed this Agreement as of the final date of signature below.

**CITY:**

CITY OF ALBUQUERQUE

By \_\_\_\_\_  
SAMANTHA SENDEL,  
Chief Administrative Officer  
City of Albuquerque

**DEVELOPER:**

SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP  
By SOMOS APARTMENTS LLC, General Partner  
By SOL HOUSING, Manager

By \_\_\_\_\_  
FELIPE RAEL, Executive Director

**ASSIGNOR:**

SOL HOUSING

By: \_\_\_\_\_  
FELIPE RAEL, Executive Director

STATE OF NEW MEXICO )

Sol Housing  
Somas Apartments  
\$6,179,187.54 Grant (HOME & CSLFRF)  
2024

COUNTY OF BERNALILLO ) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, Chief Administration Officer of the CITY OF ALBUQUERQUE, a New Mexico municipal corporation, on behalf of the City.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )  
) ss.  
COUNTY OF BERNALILLO )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared FELIPE RAEI, Executive Director of SOL HOUSING, Manager of SOMOS APARTMENTS LLC, the General Partner of SOMOS APARTMENTS LIMITED PARTNERSHIP LLLP, and acknowledged that he executed the same as his free act and deed on behalf of the Developer.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )  
) ss.  
COUNTY OF BERNALILLO )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared FELIPE RAEI, the Executive Director of SOL HOUSING, and acknowledged that he executed the same as his free act and deed on behalf of the SOL HOUSING.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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Sol Housing  
Somos Apartments  
\$6,179,187.54 Grant (HOME & CSLFRF)  
2024

## **EXHIBIT L**

### **BUILD AMERICA BUY AMERICA ACT<sup>1</sup> Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Sub-recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials<sup>2</sup> are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### ***Waivers***

When necessary, Subrecipients may apply for, and the City will submit on Subrecipient's behalf for the Federal agency's consideration, a waiver request. The Federal agency may choose to grant a waiver from the Buy America requirements. The Subrecipient may request information on the process for requesting a waiver from these requirements.

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<sup>1</sup> On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub.L.No. 117-58, §§ 70901-52.

<sup>2</sup> Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the Federal agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The Federal agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA).

### ***Definitions***

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>3</sup>—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product, while plate glass should be treated as a construction material.

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<sup>3</sup> IIJA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



## EXHIBIT M

FEDERAL CONTRACT REQUIREMENTS  
**FOR CONTRACTS FUNDED THROUGH THE ARPA**  
US DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

**Section 602(b) and 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021): Requirements of US Department of Treasury, Coronavirus State and Local Fiscal Recovery, ARPA Funds**

**Maintenance of and Access to Records**

(1) Sub-recipient shall maintain records and financial documents sufficient to allow the City to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

(2) The Treasury Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, or any of their authorized representatives, shall have the right of access to records (electronic and otherwise) of Sub-recipient and the City in order to conduct audits or other investigations.

(3) Records shall be maintained by Sub-recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**Conflict of Interest**

Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient must disclose in writing to Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

**Compliance with Applicable Law and Regulations**

Sub-recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

(1) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable, and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- (2) Universal Identifier and System for Award Management (SAM). 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
- (3) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
- (4) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- (5) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (6) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- (7) New Restrictions on Lobbying, 31 CFR Part 21.
- (8) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
- (9) Generally applicable federal environmental laws and regulations.

#### **Statutes and Regulations Prohibiting Discrimination**

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (1) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- (4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(5) Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Compliance with Civil Rights Requirements**

The sub-grantee (Sub-recipient), contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Denying a person access to programs, services, and activities because of Limited English Proficiency (LEP) is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations.

The Sub-recipient will have policies and procedures to address violations and complaints of violations of Title VI. The Sub-recipient will cooperate with any enforcement or compliance review activities by the City or the Treasury, including investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Sub-recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

The Sub-recipient will maintain a complaint log and inform the City of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

### **False Statements**

Sub-recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

### **Publications**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City by the US Department of the Treasury."

### **Disclaimer**

The United States expressly disclaims any and all responsibility or liability to the City, Sub-recipient, or third persons for the actions of the City, Sub-recipient or third persons resulting in death, bodily injury, property

damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

**Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62FR 19217 (Apr. 18, 1997), the City encourages the Sub-recipient to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages the Sub-recipient to adopt and enforce policies that ban text messaging while driving, and the Sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

2 CFR Part 200, Appendix II, Contract Requirements	Applicable to:
<p data-bbox="142 241 586 275"><b>Equal Employment Opportunity</b></p> <p data-bbox="142 310 1118 344">During the performance of this contract, the Sub-recipient agrees as follows:</p> <p data-bbox="142 386 1224 600">(1) The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p data-bbox="142 642 1208 821">Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p data-bbox="142 863 1232 1003">(2) The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p data-bbox="142 1045 1232 1440">(3) The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Sub-recipient's legal duty to furnish information.</p> <p data-bbox="142 1482 1227 1661">(4) The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Sub-recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p data-bbox="142 1703 1200 1803">(5) The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p>	<p data-bbox="1263 241 1604 415"><b>All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3</b></p>

(6) The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Sub-recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Sub-recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Sub-recipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering

<p>agency in the discharge of the agency’s primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p><b>Davis Bacon Act</b></p> <p>The Sub-recipient agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Sub-recipient must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Sub-recipient is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Sub-recipient is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities</p>
<p><b>Copeland Anti-Kickback Act</b></p> <p>Sub-recipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Sub-recipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be</p>	<p>Applicable for construction work over \$2,000</p>

<p>responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	
<p><b>Contract Work Hours and Safety Standards Act</b></p> <p>Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Sub-recipient or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The Sub-recipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	<p>Applicable for contracts over \$100,000 that involve mechanics or laborers</p>
<p><b>Rights to Inventions Made under a Contract or Agreement</b></p>	<p>Applicable to funding agreements un 37 CFR 401.2(a)</p>



<p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by Treasury or other applicable federal agency.</p>	
<p><b>Clean Air Act and Federal Water Pollution Control Act</b></p> <p>The Sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Sub-recipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Sub-recipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury or other applicable federal agency.</p>	<p>Applicable to contracts over \$150,000</p>
<p><b>Debarment and Suspension</b></p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Sub-recipient is required to verify that none of the Sub-recipient’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Sub-recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Sub-recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer</p>	<p>Applicable to all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2]</p>

further agrees to include a provision requiring such compliance in its lower tier covered transactions.	
<p><b>Byrd Anti-Lobbying Amendment</b></p> <p>Sub-recipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p><b>If the Agreement exceeds \$100,000, the Sub-recipient must certify compliance with the Byrd Anti-Lobbying Amendment.</b></p>	Applicable to all contracts; contracts over \$100,000 must certify compliance ( <b>see attachment</b> )
<p><b>Procurement of Recovered Materials</b></p> <p>In the performance of this Agreement, the Sub-recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> <li>1. Competitively within a time frame providing for compliance with the Agreement performance schedule;</li> <li>2. Meeting Agreement performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Sub-recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	Applicable to state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)
<p><b>Prohibition on Telecommunications/Surveillance</b></p> <p>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p>	Applicable to all contracts

<p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p><b>Preference for Domestic Procurements</b></p> <p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all</p>	<p>Applicable to all contracts</p>

subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# City of Albuquerque

## Request for Proposals

**Solicitation Number:**  
**RFP-2024-511--RG**

### **2023 AFFORDABLE HOME INVESTMENT PARTNERSHIPS RENTAL DEVELOPMENT PROJECT**

**October 1, 2023**



**Deadline for Receipt of Proposals: Friday, November 3, 2023 by 4:00 p.m. (Mountain Time)**  
**The City eProcurement System will not allow Proposals to be submitted after this date and time.**

**Pre-Proposal Conference: 9:00 am, Wednesday, October 4, 2023** virtually via Zoom through the following link or by dialing: +1 669 900 6833; Meeting ID: 856 1118 9573;  
<https://cabq.zoom.us/j/85611189573>

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**City of Albuquerque**  
**Department of Finance and Administrative Services**  
**Purchasing Division**  
**RFP-2024-511--RG**  
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## INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit innovative and effective proposals from qualified non-profit or governmental organizations interested in developing a mixed-income, multi-family rental project.

The City of Albuquerque's Department of Health, Housing & Homelessness (HHH) has allocated up to **\$2,409,978.54** of HOME Investment Partnerships grant funding, towards the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development within the Albuquerque city limits. Of the total amount listed above, the City's 2023 Annual Action Plan has the funding identified from two Activity Areas: 1) **\$2,064,641.34** has been allocated to Affordable Housing Development; and 2) **\$345,337.20** of HOME CHDO Set-Aside funding has been allocated for CHDO Housing Development by a Community Housing Development Organization. The 2023 HOME INVESTMENT PARTNERSHIPS AFFORDABLE RENTAL DEVELOPMENT PROJECT, shall leverage the City's contribution by maximizing the total units of housing to be developed, and providing housing units are affordable to households at/or below 80% AMI. Additionally, the development must also meet the applicable statutory and/or regulatory requirements of 24 CFR Part 92, related to the available HOME Investment Partnerships (HOME) funds, 2 CFR Part 200 related to the Uniform Administrative Requirements, and any other applicable requirements for federal awards. Proposed affordable housing development projects need to demonstrate the capacity to obtain additional project financing from other federal or state programs, private bank loans, etc. The development should be pedestrian friendly and designed to create a sense of community through a site plan including building arrangement, amenities, and open space appropriate to the needs of populations to be served.

This RFP describes the requirements and process for submitting a proposal for the available HOME funds.

## PART 1 INSTRUCTIONS TO OFFERORS

**1.1 RFP Number and Title:** **RFP-2024-511--RG, 2023 HOME INVESTMENT PARTNERSHIPS AFFORDABLE RENTAL DEVELOPMENT PROJECT**

**1.2 Proposal Due Date:** **Friday, November 3, 2023 - 4:00 PM (Local Time)**  
The time and date Proposals are due shall be strictly observed.

**1.2.2 Non-Mandatory Pre-Proposal Conference:** This is not a mandatory Pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely

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responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

**1.2.3 Questions:** The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the City representative on the **day of the conference**.

**1.3 Purchasing Division:** This Request for Proposals (“RFP”) is issued on behalf of the City of Albuquerque by its Department of Family and Community Services, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (“Public Purchases Ordinance”). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

#### **1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations (“Regulations”) are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.



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### 1.5.6 Ethics:

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque, Department of Family and Community Services. **Questions regarding this RFP should be directed to the HHH representative through the City's eProcurement system, Bonfire unless otherwise specified in the solicitation.** Offerors who fail to abide by this instruction may be deemed nonresponsive.

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the HHH Community Development Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to RFP questions that are submitted by any other means than electronically through the City's eProcurement system.**

Oral explanations or instructions given before the award of the contract or at any time will not be binding. HHH shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

**1.9.1 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com).

**1.9.2 Format.** Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

**1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY'S HHH AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.**

**1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the eProcurement System.

**1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

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**PART 2**  
**DEPARTMENT OF HEALTH, HOUSING & HOMELESSNESS**  
**REQUIREMENTS**

**2.0 Background**

The City of Albuquerque has established priorities for funding and they include the following goals:

**Goal 1:** Human and Family Development: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.

**Goal 2:** Public Safety: The public is safe and secure, and shares responsibility for maintaining a safe environment.

The Department of Health, Housing & Homelessness' mission is to improve the quality, delivery, and effectiveness of health, social, recreational, nutritional, educational, housing, and other human service programs for residents of the Albuquerque metropolitan area; to increase the available services through resource sharing and coordination; and to improve the quality of life for low- and moderate-income residents.

In addition, the Department of Health, Housing & Homelessness has established a priority to fund projects that address the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services.

**2.0 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit innovative and effective proposals from qualified non-profit or governmental organizations interested in developing a mixed-income, multi-family rental project, which further affordable housing opportunities. While non-profit or governmental organizations shall be the respondent entity to this RFP, they may partner with for-profit entities as part of the development team, as long as the non-profit or governmental organization is the managing member of any such partnership.

**2.1 LOCATION OF PROJECT SITE:**

This Request for Proposals is for a general solicitation for potential affordable Rental Housing projects within the boundaries of the City of Albuquerque. The location of a proposed project

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site should be in accordance with the goals and priorities for the City’s 2023-2027 Consolidated Plan and 2023 Annual Action Plan.

## **2.2 DEVELOPMENT:**

The HHH has allocated up to **\$2,409,978.54** of HOME funding, towards the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development within the Albuquerque city limits. HOME funds may be used towards HUD HOME-eligible development costs.

The **2023 AFFORDABLE HOME INVESTMENT PARTNERSHIPS RENTAL DEVELOPMENT PROJECT** shall create affordable rental housing opportunities to households at or below 80% AMI. In alignment with the 2023-2027 Consolidated Plan goals and objectives, DFCS will also award points to project proposals that set aside at least 30% of total units for households at or below 50% AMI and/or that set aside at least 50% of total units for households at or below 50% AMI.

The development must also meet the applicable statutory and/or regulatory requirements of 24 CFR Part 92, related to the available HOME Investment Partnerships (HOME) funds, 2 CFR Part 200 related to the Uniform Administrative Requirements, and any other applicable for federal awards. Proposed affordable housing development projects need to demonstrate the capacity to obtain additional project financing from other federal or state programs, private bank loans, etc. The development should be pedestrian friendly and designed to create a sense of community through a site plan including building arrangement, amenities, and open space appropriate to the needs of populations to be served.

In addition, HHH seeks projects that stabilize or improve neighborhoods, are well designed for the community in which they are located, are energy efficient, and are located in area that is consistent with City goals and priorities.

**All housing units which utilize HOME funding and are designated as “affordable” to households at or below 80% AMI, must also meet the HOME Maximum Per-Unit Subsidy Limit as provided in APPENDIX G.**

**The 2023 HOME Maximum Per-Unit Subsidy Limits for Albuquerque are as follows:**

**0 BR<\$173,011.20; 1 BR<\$198,331.20; 2 BR<\$241,176.00; 3 BR<\$312,004.80; 4+ BR<\$342,482.40.**

Additionally, the project(s) will undergo a **Cost Allocation** to ensure that the HOME investment in a project is commensurate with the number and type of units designated as HOME-assisted and subject to HOME’s income and rent restrictions. An optional **APPENDIX F – HOME Cost Allocation Tool**, is provided for developers use and may be submitted in response to the RFP to illustrate the method of cost allocation, if applicable.

Furthermore, all proposed projects must comply with the **Build America, Buy America Act (BABA)**, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement

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preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

## **2.3 ELIGIBLE RESPONSE ENTITIES**

Non-profit organizations or governmental entities, along with their development team, such as for-profit corporations, limited liability companies, and partnerships which have demonstrated capability in providing the services for which they are applying are eligible to respond as Applicants to this RFP. Lead applicant organizations must be duly registered and in good standing with the State of New Mexico Public Regulation Commission, and must either be a governmental entity or have not-for-profit status under 501(c)(3) or equivalent non-profit status provided under the U.S. Internal Revenue Service Code. In addition, non-profits must submit documentation to be certified by HHH as a Community Housing Development Organization (CHDO) or an Affordable Housing Development Organization (AHDO), prior to award of contract. **Non-Profit's submission of CHDO/AHDO Application (Appendix D) is required as part of the project application. Government Entities must provide either CHDO/AHDO Application (Appendix D) OR HUD documentation authorizing the organization to administer Affordable Housing programs.**

## **2.4 SCOPE OF SERVICES:**

The HHH will award up to **\$2,409,978.54** of HOME Investment Partnerships funding, towards the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development within the Albuquerque city limits.

At minimum, the selected **2023 HOME INVESTMENT PARTNERSHIPS AFFORDABLE RENTAL DEVELOPMENT PROJECT(S)** shall:

- A. Develop an Affordable Rental Housing project for low- to moderate-income populations, that also complies with the regulatory requirements of HUD HOME Investment Partnerships grant funding.
- B. Using the Project Application (Appendix A), Ranking Matrix assessment tool (Appendix C) and data, demonstrate how the proposed project's unit-mix, overall design, and amenities respond to the needs of the income-eligible populations,
- C. Provide a HUD-935.2B- Affirmative Fair Housing Marketing Plan indicating how the developer plans to market to groups least likely to apply, such as: minority populations, elderly, persons with disabilities and families with children.
- D. Demonstrate the capacity of the Development Team to obtain all necessary project financing.
- E. Demonstrate the capacity of the Development Team to implement a plan to administer the project which will meet the required Affordability Period.
- F. Demonstrate how the proposed project fits within the overall programing priorities of the Department's 2023-2027 Consolidated Plan and 2023 Action Plan.

## **2.5 SELECTION PROCESS:**

Developer selection will be evaluated based on the response to the following:

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- Qualification of applicants as CHDO, AHDO or eligible governmental entity;
  - Review of Project Proposals by Ad Hoc committee for recommendation of award(s);
  - Review and approval of Ad Hoc recommendation by HHH Director;
  - Funding allocation for Development Agreement subject to City Council approval;
  - Final approval of Council-approved Development Agreement subject to Chief Administrative Officer approval.

## **2.6 SELECTION CRITERIA:**

The City's Ad Hoc committee will review and score all projects received by the deadline that meet threshold criteria. The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected. Any funding not allocated under this RFP may be rolled over into future RFPs.

HHH staff and the City's Ad Hoc Committee will use the following to determine if the project proposal meets the intent of the RFP and to assess scores to projects:

HHH Project Application (**Appendix A**);  
 HHH Multi Family Underwriting Template (**Appendix B**);  
 HHH Project Ranking Matrix (**Appendix C**);  
 CHDO/AHDO Application (**Appendix D**);  
 Supporting Documentation (**Appendix E**);  
 HOME Cost Allocation Tool (**Appendix F**).

Threshold and scored criteria are described in detail in Appendix C. A summary of threshold and scored criteria is provided below.

Threshold criteria includes:

- The applicant must be a not-for-profit or a government entity;
- The applicant must be certified by the City as an AHDO or CHDO (submission of Appendix D required) OR must be certified by HUD as a governmental entity authorized to carryout housing programs;
- For new construction, the project cannot be located in a floodplain or must be constructed in a manner that it can be removed from the floodplain.
- The Applicant must provide a current audit illustrating financial capacity to carry out new housing development and/or a certificate from a third party certified public accountant which states that for the developer's current housing projects in operation for over three years, that the projects have maintained a positive operating cash flow from operating income alone, for the year in which each development's last financial statement has been prepared, and have funded reserves in accordance with the partnership agreements and any applicable loan documents.

Project Applications that meet the threshold criteria will be scored utilizing Appendix C on the extent to which the Applicant provides a Narrative and Supporting Documentation within their submittal to address the following scored criteria:

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1. Neighborhood Conditions & Public Outreach- Provide a narrative to explain which populations are least likely to apply for the Project's housing as evidenced by a completed Affirmative Marketing Plan (HUD Form 935.2A).
  2. Neighborhood Conditions & Public Outreach- Provide a narrative to explain how development strategy will mitigate disinvestment risk. (refer to 2023-2027 Consolidated Plan)
  3. Neighborhood Conditions & Public Outreach- Provide a narrative to explain how development strategy will mitigate gentrification risk. (refer to 2023-2027 Consolidated Plan)
  4. Neighborhood Conditions & Public Outreach- Provide a narrative to explain the affected neighborhood associations, as evidenced by a Map of Neighborhood Associations from the City's Office of Neighborhood Coordination and their proximity to the potential Project. (Project location identified and reflecting a ¼ -mile notification radius)
  5. Neighborhood Conditions & Public Outreach- Provide a narrative to explain where the Project Meeting Notification Fliers disseminated in immediate neighborhood of project and provided flyer example as evidence.
  6. Neighborhood Conditions & Public Outreach- Provide a narrative to explain Project Meeting Notification, as evidenced by emails and/or letters sent to neighborhood association(s) or area residents within ¼ mile of the project.
  7. Neighborhood Conditions & Public Outreach- Provide a narrative to explain Community Meeting(s) held as evidenced by Community Meeting's agendas, meeting minutes, sign-in sheets, and/or evidence of virtual meeting with area residents provided including a Brief description of Community Meetings. Sign-in sheets should identify neighborhood represented, and physical address.
  8. Neighborhood Conditions & Public Outreach- Provide a narrative to address the Site and Neighborhood Standards in accordance with 24 CFR 983.57(e) of the project location.
  9. Financial Feasibility- Provide a narrative to explain how the Project is financially feasible and sustainable as evidenced by the data provided in Appendix B.
  10. Financial Feasibility- Provide a narrative to explain how the Project leverages City/Federal funds and what percentage the requested funds will be of the Total Development Cost?
  11. Financial Feasibility- Provide a narrative to explain if the Project plans to obtain other sources of financing.
  12. Design and Location- Provide a narrative to explain how the project incorporates Traffic Mitigation criteria through submitted site plan, traffic flow map, and narrative describing how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.
  13. Design and Location- Provide a narrative to explain how the project incorporates Site Design criteria through submitted site plan, building elevations, pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.
  14. Design and Location- Provide a narrative to demonstrate that the project incorporates creative Building Design criteria through submitted building elevations, floorplans, pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.
  15. Design and Location- Provide a narrative to demonstrate that the project incorporates Landscaping criteria through submitted site plan with landscaping design and pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.

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16. Design and Location- Provide a narrative to demonstrate that the project incorporates a high level of Design Creativity and Sensitivity to the social and physical context through submitted building elevations, pictures of the surrounding neighborhood, to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.
  17. Design and Location- Provide a narrative & map to demonstrate that the Project is located near existing neighborhood shops, services and facilities so that the project boundary is within ¼ mile walk distance of at least four, or within ½ mile walk distance of at least 6, of the “List of Diverse Uses” defined in the Application.
  18. Design and Location- Provide a narrative & map to demonstrate that the Project encourages walkability, pedestrian activity and use of existing public park and recreation facilities, provides common areas for community gatherings.
  19. Design and Location- Provide a narrative to explain how the Project is part of a Mixed-Use Development, which identifies at least 2 separate land uses. (i.e. Residential, Retail, etc.)
  20. Design and Location- Provide a narrative explaining if the Project incorporates more than the required 5% of the total units as ADA Type A Accessible AND the required units as ADA Type B Accessible (Adaptable). The additional number of units must be quantifiable.
  21. Design and Location- Provide a narrative explaining if the Project incorporates elements of Universal Design.
  22. Design and Location- Provide an explanation and statement of compliance from the Project Architect which indicates the proposed development conforms to the current Zoning of the Property and the City’s IDO development and design standards.
  23. Design and Location- Provide narrative and map to illustrate that Project is located in an Infill Area as defined within the City of Albuquerque 1960 Municipal Limits.
  24. Energy Efficient Construction - Provide a narrative an explanation and statement of compliance from the Project Architect certifying the Project will meet all current International Energy Conservation Code standards and Federal Requirements, including but not limited to: the U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as applicable.
  25. Energy Efficient Construction- Provide documentation (i.e. narrative, checklist, Certification from green building professional), that the project anticipates meeting LEED-H Silver or BGNM Silver or Enterprise Green Community Silver, AND will meet relevant HERS Index for certification it is eligible for up to 15 points.

If project cannot not meet criteria above but can provide documentation that the project will have a HERS Index of 75 or lower for renovation OR 65 or lower for new construction, it is eligible for up to 5 points.
  26. Crime Prevention through Environmental Design- Provide Certificate(s) of organization and/or property management staff which have attended the Crime-Free Multi-Housing Training and a narrative on their involvement with the Project.
  27. Crime Prevention through Environmental Design- Provide a narrative to describe how the Project will be designed, built, managed and operated using CPTED principles.
  28. MRA or TOD- Provide a narrative and applicable map (with site identified) to illustrate that the Project is located in an Metropolitan Redevelopment Area or within 660ft. of a



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Transit Center or Transit Corridor?

29. QCT- Provide a narrative and applicable map (with site identified) to illustrate that the Project is located in a Qualified Census Tract?
30. Unit Mix- Provide a narrative explaining if 30% of the total units will be set aside for households at or below 30% AMI?
31. Unit Mix- Does the Applicant provide a narrative explaining if 50% of the total units will be set aside for households at or below 50% AMI?
32. Unit Mix- Does the Applicant provide a narrative explaining if 15% of the total units will be set aside for households at Market Rate?

## **2.7 PROPOSAL SUBMISSION:**

Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the HHH Community Development Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. HHH Community Development Division shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**Submission of Proposals:** The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

Complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at:

<https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note, as of September 16, 2019 the City began using an eProcurement System; please make sure to register on the Bonfire eProcurement system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com).

**ALL PROPOSALS MUST BE RECEIVED BY THE CITY HHH COMMUNITY DEVELOPMENT DIVISION, AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.**

**Proposals must be received by the City's eProcurement system no later than 4:00 pm local time on Friday, November 3, 2023.**

The RFP containing all information and instructions to Developers, copies of planning documents relevant to this Request for Proposals, and the forms required to be filled out and submitted as part of the proposal will be available on or before October 2, 2023, on the City of Albuquerque, Department of Health, Housing & Homelessness Website <http://www.cabq.gov/family/>. An optional Pre-Proposal Conference will be held at: **9:00 am,**

HHH RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO END THE SELECTION PROCESS AT ITS DISCRETION.

The City's Department of Health, Housing & Homelessness completed a series of City-wide Community Needs Assessments. The City sought input from Albuquerque residents and program stakeholders by circulating the Housing and Community Development Survey of its 2018-2022 Consolidated Plan to rate the need in Albuquerque for additional or improved housing facilities, housing services, infrastructure, community facilities, community services, special needs population services, and business and job services of low-income individuals and families, homeless individuals and families, and youth and/or other persons with special needs.

Although these are not the only populations that are eligible for and the focus of City funding, they are Department priorities. Therefore, when applicable to the specific project, please address in the proposal narratives how proposed projects will support the Department in meeting its 2023-2027 Consolidated Plan priorities.

There are additional populations and priorities set forth by the Department that are also contained within this RFP, that are to be addressed with equal diligence as those detailed in the 2023-2027 Consolidated Plan.

In consideration of community input, available data and the results of the Approved 2023 Assessment of Fair Housing (AFH), the City of Albuquerque has identified five Fair Housing Goals to address over the next five years.:

1. Increase the number of affordable rental housing units and preserve existing units
2. Expand affordable homeownership Opportunities
3. Expand housing opportunities for at risk populations (persons with disabilities, victims of domestic violence seniors, homeless, extremely low-income households)
4. Increase community education about affordable housing
5. Increase understanding of housing discrimination and Fair Housing

### 3.0 Administrative Requirements

Potential responders to this RFP are strongly advised to become familiar with the content of the most current version of the publication entitled "***Administrative Requirements for Contracts Awarded under the City of Albuquerque, Department of Family and Community Services Social Services Program***" (hereinafter referred to as the "*Administrative Requirements*"). The publication contains uniform administrative rules for contracts awarded pursuant to the Department's Social Services Program. Contractors are expected to understand and comply with all applicable rules contained within the publication.

The *Administrative Requirements* are available online on the Department's website at <http://www.cabq.gov/family/documents/publications/Admin-Requirements-Sept2010-FINAL.pdf/view>

In addition, it is advisable that interested responders are familiar with the City's Consolidated

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Plan. They are available online on the Department's website at <http://www.cabq.gov/family/services/housing-services-programs/consolidated-plans>.

## **4.0 Outcome Measures**

### **4.1 Outcome Measures**

The City of Albuquerque is focused on improving the well-being of all people and has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. In addition, the Department of Health, Housing & Homelessness prioritizes investment in services that can demonstrate improved outcomes related to the customer's needs.

The City of Albuquerque Department of Health, Housing & Homelessness is committed to providing cost effective services that will improve the well-being of participants and Albuquerque as a whole. Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and to the extent possible, will be aligned with the service delivery.

The Department of Health, Housing & Homelessness has established a priority to fund projects that lead to improved outcomes to 1) Increase Behavioral Health Stability, 2) Increase Housing Stability, 3) Increase Public Safety, and 4) Increase Family Resilience. This involves a focus on addressing the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services.

### **Community Building**

In addition to the above outcomes, the City is dedicated to helping all our residents and neighborhoods to be their best selves. Contractors are expected to engage with the community and build productive relationships with their neighbors as they provide services to improve outcomes for all of Albuquerque. Examples include, but are not limited to, joining the local Neighborhood Association, updating neighbors on services and progress, maintaining their surroundings as clean and litter free, reminding participants to maintain respect of the neighborhood and promptly responding to any 311 inquiries.

### **4.2 Service Period**

Services funded by this RFP are to commence upon execution by the City's Chief Administrative Officer, of a City Council-approved Development Agreement and continue through the term of construction and occupancy of the development.

### **4.3 Compliance with Federal Funding Source Requirements**

This RFP is funded with HOME Investment Partnerships grant funds from the U.S. Department

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of Housing and Urban Development and therefore, must comply with all applicable federal requirements.

## **5.0 Eligible Responders**

### **5.1 General Eligibility**

An agency which is a unit of state or local government and/or an agency currently incorporated as a nonprofit corporation, duly registered and in good standing with the State of New Mexico Public Regulation Commission, which has not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code and which has demonstrated capability in providing the services for which it is applying is an eligible responder for award of a contract pursuant to this RFP. Basic eligibility requirements are identified in the *Administrative Requirements*, § 10 (A)(1). Ineligible entities as defined in Section 7.3 of the [\*Social Services Contracts Procurement Rules and Regulations\*](#) of the Department are restricted from submitting a proposal. The aforementioned City regulations can be found at the following link on the City's website: <https://www.cabq.gov/family/partner-resources/administrative-requirements> . In addition, non-profits must submit documentation to be certified by HHH as a Community Housing Development Organization (CHDO) or an Affordable Housing Development Organization (AHDO), prior to award of contract.

### **5.2 Limitations on Assistance to Primarily Religious Organizations**

Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes. Independent, not-for-profit entities established by primarily religious organizations, however, may be assisted as long as: a) there is no religious test for admission for services; b) there is no requirement for attendance at religious services; c) there is no inquiry as to a client's religious preference or affiliation; d) there is no proselytizing; and e) services provided are secular and non-sectarian. *See Administrative Requirements*, § 10 (E)(2). This provision does not prohibit a primarily religious organization from carrying out the eligible activities as long as such activities are carried out in a manner free from religious influences pursuant to conditions prescribed in the Representations and Certifications form (Appendix #8) attached to this RFP and required as an attachment to the responder's proposal.

### **5.3 Cultural Equity**

The City of Albuquerque has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. Local government dollars used for contracting, consulting and procurement should benefit the communities we serve, proportionate to the demographics in our community. Responder organizations must address how their proposal will contribute to addressing racial inequities by describing: (1) the demographics of the leadership of their organization; (2) the demographics of the proposal's beneficiaries as specifically as possible; and (3) any racial equity practices, programs or initiatives of the organization.

### **5.6 ADA Compliance**

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Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA.

## **5.7 Additional Requirements**

### **a. Personnel Policies:**

Organizations applying for a contract under this solicitation must have a written set of personnel policies and procedures that have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures.

### **b. Conflict of Interest Policies:**

Organizations submitting proposals under this solicitation must have in force a written conflict of interest policy that at a minimum:

(1) Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.

(2) Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency or for one year thereafter.

### **c. Accounting Policies:**

Responder organizations must have in place a set of financial, accounting, and procurement policies and procedures that meet the standards established by the City in the *Administrative Requirements*, Accounting for HHH Social Services Contract Funds.

### **d. Active Board:**

Nonprofit responders must be able to document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept. The organization must verify board compliance with the Open Meetings Act.

### **e. Nepotism:**

The organization shall not employ “immediate family” or any “close relative” of any board member, officer or managing employee and shall not employ any two people who are immediate family or close relatives of each other. *See* definitions contained in the *Administrative Requirements*, § 10 (A)(2)(e)(iii).

### **f. Background Checks:**

If the Social Services provided require the contractor selected through this RFP to work with or be in proximity to children, or other vulnerable populations, the contractor will not employ any person or volunteer who is registered as a sex offender in any United States

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jurisdiction, or who has a criminal background unacceptable to the City. The contractor shall ensure that all its employees and volunteers directly involved in performing services have been screened for a criminal background and reference checks, finger-printing, and interviews. *See Administrative Requirements*, § 10 (A)(2)(a).

**g. Reporting Requirements**

The final contract between the successful responder(s) and the City will contain specific reporting requirements that include, but may not be limited to, program data and data regarding outcomes for program participants. A critical component of initiatives funded through the City of Albuquerque, Department of Health, Housing & Homelessness will be a rigorous evaluation to determine program success and cost-effectiveness. Selected Offerors must comply with participant data reporting requirements conducted by the City or evaluation and research partners as part of ongoing evaluation activities.

## **6.0 Eligible Beneficiaries**

Programs supported, in whole or in part, with funding awarded as a result of this RFP must be targeted to residents of Albuquerque.

**a. Income:**

Programs should target those whose annual household incomes are at or below 80% of the median family income for the Albuquerque Metropolitan Statistical Area (MSA) as established by the U.S. Department of Housing and Urban Development, unless otherwise specified. All household must be “Income Qualified” in accordance with 24 CFR Part 5.

**b. Other Characteristics:**

Specific characteristics, such as persons with disabilities, senior citizens or other individual requirements applicable to specific funding sources.

**c. Community Development Strategy Areas:**

Certain Affordable Housing activities which contribute to the development of local communities must be targeted primarily to benefit designated Community Development Strategy Areas.

## **7.0 Cover Sheet**

Responders must use the attached Proposal Summary and Certification Form (APP #1) as a cover sheet for their proposals. An authorized official of the governmental agency or of the policy board of a non-profit agency to whom agency staff are responsible must sign the form.

## **8.0 Project Narrative**

The Project Narrative, can be found in Section #2 of the RFP Application Document (Appendix A) and should address the Evaluation Factors listed throughout all sections of the Ranking Matrix (Appendix C). Documentation supporting the Evaluation Factors can be attached at the end of the document. Additionally, the Narrative should consider the following:

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**a. Need for Project**

The responder should clearly describe their understanding of the community conditions, as well as the specific population and its needs, to be addressed by the project, including gaps and overlaps in services and how this project will alleviate those gaps and/or overlaps. The responder should also include a rationale for the overall Design Language of the project, as well as their understanding of best practices to address the target population and the community needs. The responder should take into account current socio-economic factors and how Project fits with City programming priorities.

**b. Inputs**

What are the resources invested in this project (money, staff, organizational skills, volunteers, time, in-kind contributions, materials, facilities, equipment)? Are there any constraints on resources that may affect success of the project? Identify linkages to other agencies and resources: who are your referral sources? Who are your partners? Do you have specific Memorandum of Understandings (MOU's) in place and with whom? Identify specific source, type and amount of leveraged funding for the project. Identify if the leveraged funds are committed or anticipated, pending approval.

**c. Project Methods**

The responder should describe specific plans for conducting the project that identifies the solution to the defined problem, including (1) characteristics of the project, (2) major subtasks, subdivisions or sub-activities to be performed in order to complete the project, (3) specific and measurable objectives for each task, (4) time frame within which these objectives are to be accomplished, and (5) personnel (by position) who will complete the tasks, including the specific responsibilities and levels of experience and training required. Résumés of existing personnel filling these positions, or job descriptions for unfilled positions, should be included as an attachment.

**d. Plan for Monitoring and Evaluation**

The responder should describe a specific plan by which the agency will monitor and evaluate the project objectives and activities to include output and outcome indicators; schedule and process for monitoring project activities, and overall process for collecting, compiling and analyzing Project data. The responder should include in this plan a method for monitoring staff performance in attaining the above-mentioned goals, implementing the project methods and tracking performance. In addition, the responder should propose a process to monitor customer and stakeholder satisfaction with specific projects. The responder needs to also describe the method the agency will monitor outcomes for effectiveness of the proposed project. The plan should also include methods to monitor the outcomes and the effectiveness of the project, as well as detail how information is collected to ensure accuracy of data.

**e. Organizational Capability**

The responder should describe the organization of the proposing nonprofit agency and the types and quantities of goods and/or services it provides, including descriptions of its experience and outcomes in providing services required.

**8.1 Work Program Summary**

On the attached Applicant Work Program Summary form (APP# 7), the responder should summarize the major activities to be performed through the project, detailed in the methods section, the specific objective for each activity (in quantifiable terms where possible), and the dates that these objectives will be completed.

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## 8.2 Project Budget

The responder must submit a complete budget on the attached forms (APPENDIX #2-APPENDIX #6).

## 8.3 Insurance Requirements

All contractors selected pursuant to this RFP will be required to procure and maintain, through the life of each of their contracts, a commercial general liability and an automobile liability insurance policy each with liability limits in amounts not less than \$2,000,000 per occurrence and in the aggregate. If any part of the contract is sublet, the contractor must include the subcontractor in its coverage or require the subcontractor to obtain all necessary coverage. Policies must be written by companies authorized to write such insurance in the State of New Mexico.

**Policies must include coverage for all operations performed for the City by the contractor, coverage for the use of all owned and all non-owned hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provision of the contract. The City must be named an additional insured on commercial general liability and the policies must provide that 30 days written notice will be given to the City before a policy is canceled, materially changed, or not renewed.**

**The contractor shall ensure that all staff for whom professional liability is required by their licensing agent, including but not limited to, professionals providing health and behavioral health services, maintain professional liability insurance, errors and omissions coverage, or other additional coverages the city deems necessary, in amounts not less than required by the New Mexico Tort Claims Act as it is amended from time to time, for single limit of liability per occurrence and for the general aggregate.**

The contractor must also comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

**During construction, if any, a contractor must maintain Builders Risk Insurance in an amount equal to the full construction cost to cover the construction work for fire, theft, extended coverage, vandalism and malicious mischief.**

If, during the life of the contract, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-27 NMSA 1978), the City may require the contractor to increase the maximum limits of any insurance required.

**Proof of insurance is not a requirement for submission of a proposal, but responders should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the City. Before submitting a proposal, the**



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**agency should contact its insurance agent to determine if it can obtain the required coverage.**

## **8.4 Other Assurances**

### **a. Compliance with Civil Rights Laws and Executive Orders**

Contractors are required to comply and act in accordance with all federal laws and Executive Orders related to the enforcement of civil rights. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of civil rights (APPENDIX #8).

### **b. Assurance of Drug Free Facilities**

Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries (APPENDIX #10).

### **c. Certification of Receipt of Administrative Requirements**

Applicants for funding must submit a certification signed by an authorized board official and the organization director of receipt and adherence to the Department Administrative Requirement for Social Services Contracts.

### **d. Audit Requirements**

Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, must have a financial statement audit conducted by an independent auditor in accordance with generally accepted auditing standards. If the contractor is not subject to this requirement because it has not previously had a contract with the City, the Contractor must provide Form 990. Additional audit requirements are set out in the *Administrative Requirements*.

### **e. Goods Produced Under Decent Working Conditions**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The responder certifies, by submittal of its proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees can speak freely about working conditions and can participate in and form unions.

### **f. Construction Contracts and Davis-Bacon Prevailing Wages**

It is the policy of the City and the U.S. Department of Housing and Urban Development (HUD), to pay adequate wages on Public Works (construction) projects. The responder represents, by submittal of its proposal in response to this solicitation, that the Project will abide by Davis-Bacon Wage Rates for HUD-funded Construction contracts and maintain/provide all compliance documents as requested by the City. Davis-Bacon and

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Related Acts Wage Rate information can be found at the U.S. Department of Labor website: <https://www.dol.gov/agencies/whd/government-contracts/construction>

**g. Build America, Buy America Act**

It is the policy of HUD, to provide domestic content procurement preference on HUD-funded construction projects. The responder represents, by submittal of its proposal in response to this solicitation, that the Project will abide Build America, Buy America Act (BABA), as applicable.

## **8.5 Required Attachments**

The responder, including all parties to a joint venture or consortium, an individual or a non-profit agency, as applicable, must attach to its proposal:

- (1) Acknowledgment of Amendments to the RFP, if applicable;
- (2) APPENDIX #1: Proposal Summary and Certification Form, completed and signed by an authorized official;
- (4) APPENDIX #7: Applicant Work Program Summary;
- (5) Budget Forms;
- (6) Résumés of key personnel or job descriptions of unfilled positions;
- (7) List of references, including name of organization, contact person and telephone number, to verify performance history and customer satisfaction;
- (8) Copy of the organization's most recent audit as required by Section 8.7(d), above;
- (9) APPENDIX #8: Representations and Certifications;
- (10) Certificate of Non-Profit Incorporation;
- (11) Organization's Articles of Incorporation filed with the State of New Mexico;
- (12) Copy of current by-laws;
- (13) Relevant licenses to operate as a business and conduct proposed activities;
- (14) Listing of current board members;
- (15) Current organizational chart;
- (16) Copy of the organization's travel reimbursement policies, if travel funds are requested;
- (17) Copy of the organization's written accounting policies and procedures, which include procurement procedures;
- (18) Copy of the organization's personnel policies and procedures;
- (19) Copy of the organization's conflict of interest policy;
- (20) Certificate of Good Standing and Comparison issued by the State of New Mexico within the past 30 days;
- (21) APPENDIX #9: Attachments on File;
- (22) APPENDIX #10: Drug Free Work Place Requirement Certification Form;
- (23) APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion Certification;
- (24) APPENDIX #12: Certification of Receipt of Administrative Requirements;
- (25) Copy of the Internal Revenue Service (IRS) status letter indicating tax exempt status and documentation showing that the status has not been revoked by the IRS;
- (26) APPENDIX #13: Certification of Compliance with Federal Funding Requirements;
- (27) APPENDIX #14: City of Albuquerque Preference Affidavit of Eligibility  
[https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility.pdf/@\\_download/file/vendor-preference-affidavit-of-eligibility.pdf](https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility.pdf/@_download/file/vendor-preference-affidavit-of-eligibility.pdf)
- (28) APPENDIX #15: City of Albuquerque Request for Supplier Information, Form W-9

## 9.0 Compliance with Social Services Contracts Procurement Rules and Regulations

Applicants must comply with all applicable procurement rules and regulations, including, but not limited to, the City of Albuquerque Procurement Rules and Regulations for the Department of Health, Housing & Homelessness, found at:

<https://www.cabq.gov/family/documents/publications/FCS-Social-Services-Procurement-Guidelines-06.pdf> . Applicants should also be guided by the Albuquerque Code of Ordinances,

Article 5, which may be found at:

[http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerqueenewmexicocodeofordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:albuquerque\\_nm\\_mc\\$anc=JD\\_TopofInfobase](http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerqueenewmexicocodeofordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:albuquerque_nm_mc$anc=JD_TopofInfobase) .

### 9.1 Review Criteria

Proposals will be reviewed based on the criteria that follow in 9.1.a through 9.1.e. **Please note:** it is acceptable for proposals to offer services for a specific portion of the Scope of Work 4.2.1. If so, please provide a clear listing of the specific scopes of work you propose to serve and the associated budget requested in the narrative, work plan and budget. Scoring will be allocated for the quality of the proposed work within the budget context.

#### **All proposals will be reviewed based on the following criteria:**

The City's Ad Hoc committee will review and score all projects received by the deadline that meet threshold criteria. The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected. Any funding not allocated under this RFP may be rolled over into future RFPs.

The review and scoring of the project proposals is based on the following:

- Project's ability to meet the affordable housing needs of low-income residents in Albuquerque in accordance with the City's *2023-2027 Consolidated Plan, 2023 Action Plan*, and the 2023 HOME INVESTMENT PARTNERSHIPS AFFORDABLE RENTAL DEVELOPMENT PROJECT Request for Proposals (RFP-2024-511--RG), based on the information provided in the *RFP Appendix A – Rental Development Project Application*; and
- Financial Feasibility of the Project, as assessed by the information provided in **Appendix B - HHH Multi-Family Underwriting Template**; and
- Highest Overall Project Score, as assessed by City Ad Hoc committee in **Appendix C - HHH Project Ranking Matrix**; and
- Developer's Capacity, as assessed by the information provided in **Appendix D – CHDO/AHDO Application**.
- Project's Compliance with HOME Per-Unit Subsidy Requirements – **Appendix F – HOME Cost Allocation Tool**

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## 9.2 Review Process/Deadlines

### Preliminary Staff Review

Proposals will be initially reviewed by staff of the Department of Health, Housing & Homelessness to determine if the proposal is complete and conforms to this RFP. Completeness means that all required forms and attachments are included and comply with the *Administrative Requirements*. Conformity means that the proposal has been prepared according to guidelines regarding length, organization, and format as specified in section 8.0 above. Incomplete, nonconforming or late proposals may be deemed unresponsive.

### Review Panel

The Department Director will, in writing, approve the composition of an ad hoc committee (minimum of 3 persons) from the Department of Health, Housing & Homelessness and/or other City departments that will review all proposals. The proposals will be rated according to the review criteria specified in section 9.1 above. Based on these ratings, the committee will recommend contract awards and amounts to the Director of the Department. A recommendation for award does not constitute an award of contract. The award occurs after a contract is negotiated and approved by the City.

During evaluation, proposals submitted shall be kept confidential. The Department will use its best efforts to restrict distribution to those individuals involved in the review and analysis of the proposals, but in any event, the City shall not be liable for disclosure of any information contained in the proposals during the review process. The proposals shall be open to public inspection after award of contract.

## 9.3 Competitive Considerations

Proposals will be rated according to the review criteria in section 9.1 above. The Department may require responders being considered for an award to participate in interviews or other discussions to explain or verify any aspect of the proposal submitted. The Department reserves the right to reject any or all proposals. The Department may negotiate the terms of any proposal after making a recommendation of award, in order to development a contract in the best interest of the City or the target population. The Department may award more than one contract per Priority Activity.

## 9.4 RFP Appeals Process

**Responders whose proposals are not selected may submit a written appeal. Letters of Appeal must be submitted and arrive in the office of the Department Director not later than ten (10) working days after receipt of the notice of non-selection. Letters must be specific as to the matter being appealed. Appeals not submitted in writing, not specific in nature, or which arrive late may not be considered. The Department Director's decision concerning the Appeal is final and will be provided within 30 days of receipt of the Appeal letter. Letters must be addressed as follows:**

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Carol M. Pierce, Director  
Department of Health, Housing & Homelessness  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

The envelope must clearly indicate:

APPEAL, HHH – Social Services/Affordable Housing RFP – **RFP-2024-511--RG**

**All Appeals will be responded to by the Department Director in writing within 30 days of receipt of appeal.**

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #1: Proposal Summary and Certification Form - *Instructions***

*Instructions for Completing the Proposal Summary and Certification Form*

1. Enter the name of the organization submitting the Application.
2. Enter the mailing address of the organization.
3. Enter the name and telephone number of a contact person from whom information about the proposal can be obtained.
4. Enter the name of the City program from which funding is being requested. The name of the program should be taken from the Request for Proposals.
5. Enter the number assigned to the RFP from the Request for Proposals.
6. Enter the priority number from the Request for Proposals if one is assigned to the area in which the Applicant is seeking funds.
7. Enter the date the proposal is due to be received by the City of Albuquerque from the Request for Proposals.
8. Enter the title of the project for which the Applicant is seeking funds and a brief narrative description of that project. The length of the narrative must be limited to the space available.
9. Enter the total amount of City funding requested in the proposal.

Enter the amount of matching funds to be provided by the Applicant, if matching funds are requested in the Request for Proposal.

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #1: Proposal Summary and Certification Form**

1. Name of Applicant Organization:

2. Mailing Address (City, State, and Zip Code)

3. Name and telephone  
number of contact person

City Program Name (from Request for Proposals):

RFP Number:

**RFP-2024-511--RG**

Priority # (if Applicable)

Due Date:

**November 3, 2023**

Title of Applicant's Project and Brief Descriptive Summary:

Amount of City Funding  
requested:

Matching Funds Amount (if  
requested):

Date Submitted:

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Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all Applicable Federal, state, and city regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named organization, obtained all necessary Approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that she/he has been duly authorized by action of the governing body to bind the Corporation.

a. Typed Name of Authorized Board Official:	b. Title	c. Telephone Number
Signature of Authorized Board Official		d. Date signed:



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*City of Albuquerque*  
Department of Health, Housing & Homelessness  
**APPENDIX #2: Expense Summary Form - Instructions**

*Instructions for Completing Expense Summary Form*

**Expenditure Category**

Expenditures charged to Social Services category must conform to Administrative Requirements, be reasonable, allowable and allocable

**Personnel Costs**

*Salaries and Wages:* Enter the amounts budgeted to pay salaries and wages for regular staff of the organization employed to carry out project-related activities.

*Payroll and Benefits:* Enter the amounts budgeted to pay payroll taxes, and employee benefits. Payroll taxes should include legally mandated payroll taxes for regular employees of the organization, including FICA and unemployment insurance tax. . The amounts charged to the City must constitute an allocable percentage of salaries and wages.

*Total Personnel Costs:* Enter the sum of salaries and wages, payroll taxes, and employee benefits.

**Operating Costs**

*Contractual Services:* Enter the amount budgeted to pay the costs of services provided to the project through contractual agreements with organizations and individuals who are not regular employees, with the exception of the costs for conducting annual or special audits.

*Audit Costs:* Enter the amount budgeted to pay the costs of conducting annual or special audits of the organization. The amount budgeted to the City shall not exceed the proportion that the City contract revenue is of the total agency revenue budget.

*Consumable Supplies:* Enter the amount budgeted to pay the costs of supplies and equipment utilized by the project which have a price which does not exceed \$5,000 per unit.

*Telephone:* Enter the amount budgeted to pay for the costs of project telephone services, including installation, local service, and long-distance tolls.

*Postage and Shipping:* Enter the amount budgeted for project postage and shipping.

**Occupancy**

*Rent:* Enter the amount budgeted for space lease/rental costs allocable to the project.

*Utilities:* Enter the amount budgeted for the cost of project allocable electrical services, heating and cooling, sewer, water, and other utilities charged not otherwise included in rental or other charges for space.

*Other:* Enter the amount budgeted for other project allocable occupancy costs including the costs of security, janitorial services, elevator services, upkeep of grounds, leasehold improvements not exceeding \$5,000, and related occupancy costs not otherwise included in

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rental or other charges for space.

*Equipment Lease:* Enter the amounts budgeted for the purchase or lease of equipment allocable to the project

*Equipment Maintenance:* Enter the amount budgeted to maintain or repair existing agency equipment utilized in a funded project.

*Printing and Publications:* Enter the amount budgeted for the purchase and/or reproduction of project- printed materials, including the cost of photo-reproduction.

#### Travel Costs

*Local Travel:* Enter the amount budgeted for the costs of project travel within Bernalillo County, including costs for mileage reimbursement and/or allocable operating and maintenance costs of agency owned or hired vehicles use to provide transportation to staff or clients within Bernalillo County.

*Out-of-Town Travel:* Enter the amount budgeted for the costs of project travel outside of Bernalillo County, including costs for transportation, lodging, subsistence, and related expenses incurred by employees, board members, or clients who are in travel status on official business allocable to the project.

*Conferences, Meetings, etc.:* Enter the amount budgeted for the costs of registration and materials for staff, board, or clients attendance at meetings and conferences allocable to the funded project or for the costs of meetings conducted by the agency in connection with that contract.

*Direct Assistance to Beneficiaries:* Enter the costs budgeted for the payment of participant wages and benefits, stipends, food, clothing, and other goods and services purchased directly on behalf of clients.

*Membership Dues:* Enter the amount budgeted to pay the costs of dues paid by the agency on behalf of staff, board members, or the agency itself to professional organization related to the purposes of the project.

*Equipment, Land, Buildings:* Enter the amount budgeted for the purchase of equipment, land, and for the acquisition or construction of buildings allocable to the project, the cost of which exceeds \$5,000. Costs charged to Equipment, Land, Buildings, or renovation capital costs must conform to Administrative Requirements

*Insurance:* Enter the amount budgeted to pay the costs of insurance, including bonding, allocable to the project.

*Total Operating Costs:* Enter the sum of all line items under operating costs.

*Total Direct Costs:* Enter the sum of Total Personnel Costs and Total Operating Costs.

*Indirect Costs:* Enter the amounts budgeted to pay indirect costs for the project. Costs charged to Indirect must conform to Administrative Requirements

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*Total Project Expenses:* Enter the sum of Total Direct Costs and Indirect Costs.

*City of Albuquerque*  
 Department of Health, Housing & Homelessness  
**APPENDIX #2: Expense Summary Form**

Agency Name: \_\_\_\_\_ Project Title: \_\_\_\_\_

Expenditure Category	Project Total	City Funding Requested	Percent Request
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
<b>Total Personnel Costs</b>			
Operating Costs - Direct			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings			
Insurance			
<b>Total Operating</b>			
<b>Total Direct Costs (Personnel &amp; Operating)</b>			
Indirect Costs (_____% ; attach Rate Letter)			
<b>Total Project Expenses</b>			

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #3: Revenue Summary Form- *Instructions***

*Instructions for Completing Revenue Summary Form*

For government revenues received by the agency, list each agency of the federal or state government providing funding in the column “Revenue Source.”

Enter the anticipated revenues for the total agency budget from each of the listed funding sources in the column headed “Agency Total,” and show the percentage of all agency funding from that source.

DEFINITIONS:

Government Revenues

*Fees from Government Agencies* are funds paid to the Agency by a unit of Federal, State or local government for goods or services provided as a contractor.

*Grants from Government Agencies* are funds paid to the agency as a recipient or sub-recipient by a unit of Federal, State or local government.

*[2 CFR Section 200.300 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.]*

Other Revenues

*Other Revenue* means income to the agency from sources not falling into another category.

United Way Revenue

*United Way Allocation* means all funding provided by the United Way of Central New Mexico.

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #3: Revenue Summary Form**

Agency Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Revenue Sources	Agency Total	% of Agency Budget
<b>1. Government Revenues</b>		
Revenues from Federal Government other than Medicaid Reimbursement. <i>(List each Agency of the Federal Government)</i>		
Fees from Federal Government Agencies:		
Grants from Federal Government Agencies:		
Medicaid Reimbursements		
Subtotal Federal Agencies		
Revenues from State Government <i>(List each Agency of the State Government providing funding and the amount of funding)</i>		
Fees from State Government Agencies:		
Grants from State Government Agencies:		
Subtotal State Agencies		
Total Revenues from County Government		
Total Revenues from the City of Albuquerque		
Total Other Municipal Government Revenue		
<b>TOTAL GOVERNMENT REVENUES FROM ALL SOURCES</b>		
<b>2. Other Revenue:</b>		
Contributions		
United Way Revenue		
Other Revenue		
<b>TOTAL OTHER REVENUES</b>		
<b>3. Total Revenues:</b>		

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #4: Project Budget Detail Form – Personnel - Instructions**

*Instructions for Completing Project Budget Detail Form – Personnel*

- Line 1.* Enter the name of the agency submitting the proposal.
- Line 2.* Enter the project title as shown on the Proposal Summary and Certification form.
- Line 3.* For the column labeled “Number FTE on Project”, show the number of full time equivalent staff for each position working on this project, regardless of funding source. For the column labeled “Position Title,” give the title of each position working on this project. For the column labeled “Annual Salary,” enter the annual salary for the positions multiplied by the number of FTE for that position. For the column labeled “Amount Requested,” enter the amount of funding for the position requested from the City. For the column “Percent Requested,” enter the percent of the annual salaries for the position to be charged to the City.
- Line 4.* Enter the sums of the column “Annual Salary,” and “Amount Requested.” Enter the “Percent Requested” for total salary and wages.
- Line 5.* Enter the total amount of payroll taxes and employee benefits for project salaries in the column labeled “Annual Salary,” the “Amount Requested” from the City, and the percent of the total to be charged to the City.
- Line 6.* Enter the sum of the lines 4 and 5 in the column’s labeled “Annual Salary,” and “Amount Requested.” Enter the percentage of the total amount to be charged to the City.
- Line 7.* Enter the percentage of salaries and wages charged to FICA, Unemployment Compensation, health insurance, retirement, and other employee benefits.

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #4: Project Budget Detail Form – Personnel**  
Page 1 of \_\_\_\_\_

1. Agency Name:

2. Project Title:

Personnel costs: Use this form to identify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

Number FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requeste d
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. \*Payroll Taxes: FICA@ %: Unemployment Insurance @ \_\_\_\_\_ %  
Employee Benefits: Health Insurance @ \_\_\_\_\_ % Retirement@ \_\_\_\_\_ %  
Other \_\_\_\_\_ @ \_\_\_\_\_ %



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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #5: Project Budget Detail Form – Operating - Instructions**

*Instructions for Completing Project Budget Detail Form -- Operating*

1. Enter the name of the agency.
2. Enter the project title.
3. For each operating cost line item on the Expense Summary Form, the Applicant should describe all elements included in the line item costs and indicate the basis used for determining the costs. If cost is allocated, provide the allocation plan. For indirect cost line item provide an explanation of basis for the indirect cost or an Approved cost rate letter from cognizant Federal agency.

In the column headed “Project Total,” enter the total costs of the line item; in the column headed “Amount Requested,” enter the amount requested from the City, in the column headed “Amount Other,” enter the amount to be paid from other sources, and in the column headed “Percent Requested,” enter the percent of the total amount requested from the City.

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #5: Project Budget Detail Form – Operating**  
Page 1 of \_\_\_\_\_

1. Agency Name:

2. Project Title:

3. Direct and Indirect Costs: For each operating cost line item on the Expense Summary Form, the Applicant should describe all elements included in the line item costs and indicate the basis used for determining the costs. If cost is allocated, provide the allocation plan. For indirect cost line item provide an explanation of basis for the indirect cost or an Approved cost rate letter from cognizant Federal agency. (e.g., travel calculated as # of miles/month x \$/per mile x # months = total local travel). Use additional sheets as necessary.

Line Item (Non-Personnel)	Project Total	Amount Requested	Amount Other	Percent Requested

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule - *Instructions***

*Instructions for Completing Budget Detail Form: Projected Drawdown Schedule*

The Applicant must estimate the amount and percent of City funding it anticipates expending funds it anticipates expending during each quarter of the fiscal year.

For each of the quarterly periods indicated, enter the amount of funding it projects expending in the column headed “Amount to be Requested.” In the column headed “Percent of Total” enter the percentage of all City funds which will be expended during the quarter. If the Applicant anticipates expending more than 25% of the total requested from the City in any one quarter, provide a brief explanation of these expenditures in the space provided.

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule**

**Indicate the amount and percent of total requested funds which you anticipate expending on a quarterly basis, providing a written explanation of any projected drawdowns which exceed 25% of the total requested funds in any one quarter.**

Quarter Ending	Amount to be Requested	Percent of Total

Explanation:

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #7: Applicant Work Program Summary - *Instructions***

*Instructions for Completing Form*

1. Enter the name of the agency.
2. Enter the project title, from the Proposal Summary and Certification form.
3. If the work summary is submitted as part of an initial Application, check the box marked “new”; if it is submitted as a renewal, check the box “renewal”; if it is submitted as part of a request for work program revision, check the box marked “revision.”
4. Measurable Results:
  - A. Under the column headed “Major Project Activities and Services,” enter the major tasks or activities to be undertaken through the project.
  - B. Under Timeframe, enter the quarters in the fiscal year that these activities will be performed / services will be provided
  - C. For each task listed, enter the measurable outputs of the task in the column headed “Outputs from Requested City Funds” with the service units that match the requested City funding level and proposed budget allocation in Appendix #5. The expectation is that funding of service outputs are directly associated with the budget allocation and must not reflect funding from multiple sources per service unit.

Measurable outcomes in the column headed “Measurable Outcomes” refer to Section 4.0 and add other outcomes that apply.

and the data collection or progress assessment tool used in the column titled “Measurement Tool”, and the name of the personnel who will be assigned responsibility to carry out the activity and data collection and progress measurement in the column titled “Responsible Personnel” and the date those objectives will be completed in the column headed “Date to be Completed.”

Applicants should not try to include every project activity, but should restrict their entries to major activities for which measurable objectives can be provided and for which they will be accountable if a contract is awarded. Please separate different outputs associated with an activity in different rows. Multiple outcomes associated with an activity may be listed in one row.

Applicants may format the workplan as landscape orientation to improve readability.

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #7: Applicant Work Program Summary**

1. Agency Name:
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2. Project Title	3. Applicant Type <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Revised
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4. Measurable Results: List the major project tasks/activities, the outputs for each that will be associated with City funds only, outcomes, outcome indicators and measurement tools					
Major Project Activities and Services	Timeframe	Outputs from Requested City Funds	Outcomes	Outcome Progress Indicator	Measurement Tool(s)

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(Format as Landscape and use additional sheets as necessary)

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #8: Representations and Certifications**

The undersigned HEREBY GIVE ASSURANCE THAT:

The Applicant agency named below will comply and act in accordance with all federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti-discrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and

That the Applicant agency named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and

That no funds awarded as a result of this request will be used for sectarian religious purposes, as specified in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services*, § 10 (E)(2), that: (a) there shall be no religious test for admission for services; (b) there shall be no requirement for attendance of religious services; (c) there shall be no inquiry as to a client's religious preference or affiliations; (d) there shall be no proselytizing; and (e) services provided shall be essentially secular, however, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

Agency Name\_\_\_\_\_

Typed Name of Authorized Board Official:\_\_\_\_\_

Title:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #9: Attachment on File**

Instructions: If an Applicant has received a human services contract from the Department of Family and Community Services **Community Development Division** within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested. If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g. changes in board members, organizational structure, etc.) check the box marked “Revised Attached” and submit the revised document with the project proposal.

Document	Current		Revised Attached
Certificate of Non-Profit Incorporation	<input type="checkbox"/>		<input type="checkbox"/>
Articles of Incorporation	<input type="checkbox"/>		<input type="checkbox"/>
Current Bylaws	<input type="checkbox"/>		<input type="checkbox"/>
Applicable Licenses	<input type="checkbox"/>		<input type="checkbox"/>
Listing of Current Board Members	<input type="checkbox"/>		<input type="checkbox"/>
Organization Chart	<input type="checkbox"/>		<input type="checkbox"/>
Travel Reimbursement Policies (if Applicable)	<input type="checkbox"/>		<input type="checkbox"/>
Accounting Policies and Procedures	<input type="checkbox"/>		<input type="checkbox"/>
Personnel Policies and Procedures	<input type="checkbox"/>		<input type="checkbox"/>
Conflict of Interest Statement	<input type="checkbox"/>		<input type="checkbox"/>
Certificate of Good Standing and Comparison	<input type="checkbox"/>		<input type="checkbox"/>
Resumes of Key Personnel/Job Descriptions of Open Positions	<input type="checkbox"/>		<input type="checkbox"/>
Agency’s Most Recent Audit	<input type="checkbox"/>		<input type="checkbox"/>



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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #10: Drug Free Workplace Requirement Certification Form**

The agency certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug abuse in the workplace;
  - b. The agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the agency's drug-free workplace statement.
4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the agency's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notifying the City of Albuquerque, Department of Family and Community Services within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
8. The agency also certifies that the agency's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque.  
Such locations are identified as follows:

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Typed Name of Authorized board Official: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Board Official

\_\_\_\_\_  
Date Signed

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion  
Certification**

I certify that the agency has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the agency, the City of Albuquerque, Department of Family and Community Services will be notified immediately.

Agency: \_\_\_\_\_

Typed Name of Authorized Board Official

Title:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Board Official

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #12: Certification of Receipt of *Administrative Requirements***

The undersigned HEREBY CERTIFY THAT:

1. The agency/organization has received a copy of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, revised September 2010*; and
2. The agency/organization named below will adhere to the *Administrative Requirements* in its operation of City-funded programs.

Agency/Organization Name: \_\_\_\_\_

\_\_\_\_\_  
Typed Name of Authorized Board Official

\_\_\_\_\_  
Typed Name of Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #13: Certification of Compliance with Federal Funding Requirements**

The undersigned HEREBY GIVE ASSURANCE THAT:

If the percentage of federal funds that makes up the total program or project costs is greater than 0%, the Applicant agency named below will specifically comply and act in accordance with all applicable federal law governing programs receiving federal funds, including but not necessarily limited to:

1. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age. 45 CFR Part 91.
2. Civil Rights Act of 1964 (Title VI), providing that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. 45 CFR Part 80.
3. Education Amendments of 1972 (Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686), providing that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity. 45 CFR Part 86.
4. Rehabilitation Act of 1973 (Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, providing that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
5. USA Patriot Act (amending 18 U.S.C. 175-175c), prescribing criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
6. Public Health Security and Bioterrorism Preparedness and Response Act, provides protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the US homeland, or other criminal act. 42 U.S.C. 262a; 42 CFR Part 73.
7. Controlled Substances Act provides that grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by Section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
8. Limited English Proficiency. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Title VI of the Civil Rights Act of 1964.
9. Construction-Related Requirements
  - a. Architectural Barriers Act of 1968 (as amended 42 U.S.C. 4151 et seq.) sets forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with HHS grant support must comply with these requirements. 41 CFR 102-76; 36 CFR 1191.
  - b. Clean Air and Clean Water Act provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters. 42 U.S.C. 7606 and EO 11738.
  - c. Safe Drinking Water Act provides for the protection of underground sources of drinking water that have an

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aquifer, which is the sole source of drinking water. No grant may be entered into for any project that the EPA Administrator determines may contaminate such aquifer.

10. Health, Safety, and Related Requirements

- a. HHS funds may not be spent for an abortion.
- b. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- c. Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) implements the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR Parts 160 and 164. The Privacy Rule applies only to covered entities.
- d. Confidentiality of Patient/Client Records. Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated or directly or indirectly assisted by any department or agency of the United States. 42 CFR Part 2.
- e. Drug Free Workplace Act of 1988, requires that all organizations receiving grants from any federal agency agree to maintain a drug free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. 42 U.S.C. 701 et seq.; 45 CFR Part 82.
- f. Pro-Children Act imposes restrictions on smoking in facilities where federally funded children's services are provided. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development. 20 U.S.C. 7183.

Agency Name \_\_\_\_\_

Typed Name of Authorized Board Official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #14: Vendor Preference Form and Instructions**

<https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility.pdf/@@download/file/vendor-preference-affidavit-of-eligibility.pdf>

**Instructions for PREFERENCE CERTIFICATION FORM**

**For City Local, Small, or Pay Equity Preferences and/or State Resident Business and Veteran Preferences (Goods & Services)**

**ALL INFORMATION MUST BE PROVIDED.** A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, “State Preference”) are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS PROPOSAL**. For a Pay Equity Preference, the City Pay Equity Business Certificate **MUST** be attached. For State Preference the New Mexico State certification of eligibility **MUST** be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

**PHYSICAL LOCATION MUST BE STATED.** To qualify for the Small business or Local Business Preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

**PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

**APPLICATION OF PREFERENCES.** The State Resident Business Preference or State Resident Veteran Business Preference shall be applied to any Proposals submitted that include a valid, State of New Mexico-issued, Resident Business or Resident Veteran Business Certification Number. The Small Business Preference, and the Local Business Preference shall be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. The Pay Equity Preference shall be applied to all Proposals submitted that include a City Pay Equity Business Certificate. The total percentage of all preferences awarded shall not exceed ten percent (10%).

**DEFINITIONS.** The following definitions apply:

The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.

A Local Business is a business with its Principal Office and Place of Business in the Greater Albuquerque Metropolitan Area.

A Small Business is a Local Business that employs an average of fewer than fifty (50) full-time employees in a

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calendar year. The calendar year immediately prior to the request for the preference should be used.

A Principal Office is the headquarters, main or home office of the business as identified in tax returns, business licenses and other official business documents.

A Place of Business a business' location in the Greater Albuquerque Metropolitan Areas that is staffed and open to the public on a regular basis.

A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.

Pay Equity Preference shall be applicable as provided in City Ordinance 5-5-31 (as amended by C/S O-17-33).

State Resident Business and State Resident Veteran Business shall be applicable as provided in 13-1-21 NMSA 1978.

**ADDITIONAL DOCUMENTATION.** If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Chief Procurement Officer shall determine the sufficiency of such documentation.

**NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.**



**APPENDIX #15: FOR DEMONSTRATION PURPOSE ONLY. DOWNLOAD**

**SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER**

**NAME** (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**BUSINESS NAME/ disregarded entity name, if different from above.**

**PRIMARY ADDRESS** (number, street, and apt or suite no)

**REMITTANCE ADDRESS** (number, street, and apt or suite no)

**CITY, STATE, and ZIP CODE**

**REMITTANCE CITY, STATE, and ZIP CODE**

**PHONE**

**EMAIL ADDRESS**

**SOCIAL SECURITY NUMBER** **FEDERAL IDENTIFICATION NUMBER** **Albuquerque CRS TAX ID (if applicable)**

**TAX CLASSIFICATION** (check only one)

INDIVIDUAL / SOLE PROPRIETOR or single member LLC ☐ CORPORATION ☐ S CORPORATION ☐

PARTNERSHIP ☐

TRUST/ESTATE ☐

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single- member owner.

501(C)3/NON-PROFIT ORGANIZATION ☐

OTHER (SEE INSTRUCTIONS) ☐

**EXEMPTIONS** (codes apply to certain entities, for individuals see instructions)

EXEMPT PAYEE CODE (if any) ☐

EXEMPTION FROM FATCA REPORTING CODE (if any) ☐

**SECTION 2: CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.**

**SIGNATURE of U.S. person**

**DATE**

**PRINT NAME**

**TITLE**

**SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)**

**Local Business** - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

**Doing Business Locally** - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

**Woman Owned Business** - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

**MBE** - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

**None of the Categories Apply** ☐

**Not a local business** ☐

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native ☐

Asian ☐

Black or African American ☐

Hispanic ☐

Native Hawaiian or Other Pacific Islander ☐

Two or more races ☐

White ☐

**PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)**

**INVOICE SUBMISSION**

☐ Electronic - Transcepta

Provide a "Remit to" Email Address:

**PO (Contact Information, Full Name and Position)**

☐ Electronic - Email Please return completed document to: **Provide an "Order From" Email Address, PO Box** 1293, Albuquerque, NM 87103



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**Form is provided for information purposes only.**  
**Please download and fill out the form at this**  
**website:**

**<https://www.cabq.gov/dfa/documents/modified-w9-supplier-form-2018.pdf>**

## **Section 1- Supplier Information**

Information on how to fill-out Section 1 can be found at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **Section 2 – Business Demographics**

- A. Select all for which the business has self-certified or for which it believes it is eligible.
- B. The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- C. A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- D. A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- E. A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- F. Minority is defined to include Hispanic Americans, Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, Female, or belonging to groups found to be economically and socially disadvantaged by the U.S. Small Business Administration.

**The State of New Mexico and the U.S. Federal Government have their own certification programs. State of New Mexico Certifications Include: State Resident Business; State Resident Contractor; Resident Veteran Business; and Resident Veteran Contractor. More information can be found at:**

**<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>**

**Federal Certifications include: SBE (Small Business Enterprise with SBA); MBE (Minority Business Enterprise); WBE (Women Business Enterprise); VOSB (Veteran-Owned Small Business). More information can be found at: [www.sba.gov](http://www.sba.gov)**

## **Section 3- Purchase Order Acceptance**

- A. To obtain purchase orders and procurement contracts electronically, suppliers must provide a current e-mail address.

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B. Transcepta, is an electronic purchase order and invoicing system that delivers purchase orders from the City to suppliers and in turn, receives inbound invoices, purchase order acknowledgements and advance shipping notices from City suppliers. Transcepta also provides a portal for suppliers to check document processing. To participate in Transcepta follow the instructions at <http://connect.transcepta.com/abq/>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Appendix # 16

## Appendix # 16

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



# City of Albuquerque


## Department of Health, Housing & Homelessness

Timothy M. Keller, Mayor

### Interoffice Memorandum

December 13, 2023

**To:** Carol M. Pierce, Director

**From:** Rick Giron II, Community Services Project Manager 

**Subject:** Recommendation of Award for Affordable Rental Housing Development Project Request for Proposals (RFP-2024-511--RG)

On October 2, 2023, our department released the **Affordable Rental Housing Development Project Request for Proposals (RFP)**, RFP-2024-511--RG, to provide up to **\$2,409,978.54** of HOME Investment Partnerships grant funding from the U.S. Department of Housing and Urban Development, towards the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development(s) in Albuquerque. The RFP closed on November 3, 2023 and resulted in the receipt of four (4) proposals.

The department utilized the City's eProcurement system for this RFP and all proposals were distributed to the Ad Hoc Committee. Each committee member reviewed the proposals individually. On December 12, 2023, the Ad Hoc committee reviewed the final scores for each project. There was a consensus of the committee of the final scoring averages with the highest score prevailing. The results of the project scoring averages provided by the eProcurement system are as follows:

SCORE	PROJECT	DEVELOPER	TOTAL UNITS PROPOSED	AFFORDABLE UNITS PROPOSED	AMOUNT REQUESTED
193	Somos Apartments	Greater Albuquerque Housing Partnership	70	59	\$2,409,978.54
179	The Romero	Barelas Community Coalition (& Palindrome)	69	69	\$2,064,641
115.67	Route 66 Flats	High Desert Housing (& BlueLine)	48	47	\$475,000
98.67	La Serena Apartments	Supportive Housing Coalition of NM (& Thomas Development	100	100	\$2,409,978.54

The project application submitted by Greater Albuquerque Housing Partnership, titled **Somos Apartments**, scored the highest of the four proposals, with an average final score of 193 out of a possible 210 points. The proposed project is a mixed-use, mixed-income, new construction development that includes a total of 70 units of which, 59 units will be restricted to households at 50% of the Area Median Income (AMI) or below, including 21 units restricted at 30% AMI. The remaining 11 units will be unrestricted at Market Rate. All residential units will all be one-bedroom and the ground level, commercial space will be approximately 1,000 square feet. The Somos Apartments project requested \$2,409,978.54, as the *local contribution* to apply for 9% Low Income Housing Tax Credits (LIHTC) from the New Mexico Mortgage Finance Authority (MFA) in January 2024.

The project application submitted by Barelás Community Coalition titled, **The Romero**, scored the second highest of the four proposals, with an average final score of 179 points out of a possible 210 points. The proposed mixed-use project is the new construction of 69 housing units to serve households at or below 80% AMI, which will include 4 live-work units, and also food hall for 7 micro-restaurants. The Project proposes 36 one-bedroom, 26 two-bedroom, and 7 three-bedroom housing units. The Romero project requested \$2,064,641, as the *local contribution* to apply for 9% LIHTC from the MFA in January 2024.

The project application submitted by High Desert Housing titled, **Route 66 Flats**, obtained an average final score of 115.67 out of a possible 210 points. The proposed project is a new construction Permanent Supportive Housing development that includes a total of 47 affordable housing units. All units will be one-bedroom in size, restricted at 30% AMI, and will include one unit for an on-site manager. The Route 66 Flats was awarded \$1,701,335 under last year's WHTF RFP, as the local contribution to apply for 9% LIHTC from the MFA and was awarded a tax credit allocation in 2023. The project requested an additional \$475,000 under this RFP to offset the rising construction costs and interest rates associated with financing.

The project application submitted by Supportive Housing Coalition of New Mexico titled, **La Serena Apartments**, obtained an average final score of 98.67 points out of a possible 210 points. The proposed senior housing project is the new construction of 100-unit development to serve households at or below 60% AMI and would include an on-site beauty salon. The Project proposes 60 one-bedroom and 40 two-bedroom housing units. The La Serena project obtained a 4% LIHTC allocation from the MFA in 2023 and requested \$2,409,978.54 under this RFP to offset the rising construction costs and interest rates associated with financing.

(RECOMMENDATION ON FOLLOWING PAGE)

**RECOMMENDATION:** The RFP states that, “The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected.” Based on its evaluation of all proposals, the Ad Hoc Committee recommends that the **Somos Apartments** project be awarded the **\$2,409,978.54** of HOME Investment Partnerships funding to Greater Albuquerque Housing Partnership, as it obtained the highest overall score. After awarding funding to the Somos Apartments project, there is no funding remaining under this RFP.

The Ad Hoc Committee is confident that both the Somos Apartments project addresses the intent of the RFP and the overall housing needs of the community.

If the recommendation of award is approved, department staff will notify all respondents of the results of the RFP and will begin the 10-day Appeal Period.

RECOMMENDED BY AD HOC COMMITTEE:

- DS

CG

Clarissa Gonzales, Senior Principal Accountant
- DS

TJA

Tammy Jo Archuleta, Planner
- DS

RJ

Rick Giron, Community Services Project Manager

APPROVED:

DS

JP

DocuSigned by:

Carol Pierce

72F4E134004641B...

Carol M. Pierce, Director

12/13/2023 | 2:46 PM MST

Date

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City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #1: Proposal Summary and Certification Form**

1. Name of Applicant Organization:

Greater Albuquerque Housing Partnership

2. Mailing Address (City, State, and Zip Code)

320 Gold Ave SW, Ste 918  
Albuquerque, NM 87102

3. Name and telephone  
number of contact person

Felipe Rael, 505.244.1614

City Program Name (from Request for Proposals):

2023 HOME INVESTMENT PARTNERSHIPS AFFORDABLE RENTAL DEVELOPMENT PROJECT

RFP Number:

**RFP-2024-511--RG**

Priority # (if Applicable)

Due Date:

**November 3, 2023**

Title of Applicant's Project and Brief Descriptive Summary:

**Somos Apartments**

Somos is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one-bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.

Amount of City Funding  
requested:

\$2,409,978.54

Matching Funds Amount (if  
requested):

N/A

Date Submitted:

October 31, 2023



Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all Applicable Federal, state, and city regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named organization, obtained all necessary Approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that she/he has been duly authorized by action of the governing body to bind the Corporation.

a. Typed Name of Authorized Board Official: Felipe Rael	b. Title Executive Director	c. Telephone Number 505.244.1614
Signature of Authorized Board Official 		d. Date signed: 10/31/2023



**CITY OF ALBUQUERQUE**  
**Department of Health, Housing & Homelessness**  
**Community Development Division**  
**RENTAL DEVELOPMENT PROJECT APPLICATION**  
City of Albuquerque  
1 Civic Plaza  
Albuquerque, New Mexico 87102

**1. APPLICANT INFORMATION**

Applicant Name: Greater Albuquerque Housing Partnership	
Applicant Address: 320 Gold Ave SW, Ste 918	Applicant City, State, Zip: Albuquerque, NM 87102
Applicant Phone Number: 505.244.1614	Application Date: October 31, 2023
Applicant Contact Person: Felipe Rael	Applicant Contact Person email address: info@abqgahp.org
Is Applicant a not-for-profit or is the not-for-profit a controlling partner in the applicant partnership? <b>(Not-for-profit must be authorized to do business in New Mexico and have a valid 501 (c)(3) or (c)(4) determination from the IRS or other 501 (c) designation approved by the City and must provide a CHDO/AHDO Application (Appendix D). Government Entities must provide either CHDO/AHDO Application (Appendix D) OR HUD documentation authorizing the organization to administer Affordable Housing programs.</b>  _____X___Yes      _____No	Will a partnership be formed with a not-for-profit or a for-profit?  _____ Yes.      _____X___ No  If yes, please complete the information below. <b>N/A</b>

**Partnership/Borrower/Project Ownership Information**

Name of Partner: Somos Apartments Limited Partnership LLLP	
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Will the borrowing entity provide funds to a partnership? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

If a partnership or LLC, name all partners and their respective percentage of ownership:

Name	% of Ownership
TBD LIHTC Investor (Limited Partner)	99.99%
Somos Apartments LLC (General Partner)	0.01%

Please describe who will hold title to the completed project and the manner in which it will be held:
Somos Apartments Limited Partnership LLLP, a New Mexico limited liability partnership, by Somos Apartments LLC, its general partner, and by GAHP, its manager who will own 100% of the limited liability company.

- A. Provide a copy of any Developer partnership, operating agreement or Memorandum of Understanding with other not-for-profits, for-profits or service providers in project development or specific service delivery related to scope of the Project as Exhibit A.

## 2. PROJECT INFORMATION

Project Name: Somos Apartments		
Project Address: 7200 Central Ave SE	Project City, State, Zip: Albuquerque, NM 87108	
Census Tract(s): 6.05	Census Block Group(s):	
Total Number of Units: 70	Total Affordable Units: 59	Total Market Rate Units: 11
<p>Project Narrative to be provided below should align with the information required under <b>Part 1: Threshold Criteria</b> and scored in <b>Part 2 of Appendix C</b>. At a minimum the Project Narrative shall address the following:</p> <p><u>Explain how <b>Appendix C Part 1: Threshold Criteria</b> was addressed for this Project:</u></p> <p><b>1. Provide a narrative with supporting documentation as Federal/State Certification that it is a not-for-profit or a government entity and evidence that it has not been debarred.</b></p> <p>The Greater Albuquerque Housing Partnership (GAHP) was classified as a 501(c)(3) by the Internal Revenue Service on May 12, 1999. The letter and a current Certificate of Good Standing from the New Mexico Secretary of State are attached to the application.</p> <p>As of October 23, 2023, GAHP is not included among the following subjects listed on HUD's Limited Denial of Participation List at:</p> <p><a href="https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications">https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications</a></p> <p><b>Attachments:</b> <b>Appendix E</b></p> <ul style="list-style-type: none"><li>• <b>RFP Section 8.5 Required Attachments</b><ul style="list-style-type: none"><li>○ Certificate of Non-Profit Incorporation</li><li>○ Certificate of Good Standing and Compliance</li><li>○ IRS Letter and status</li></ul></li></ul> <p><b>HUD Limited Denial of Participation List as of 10/23/2023 follows on next page.</b></p>		

This list is current as of: 10/23/2023

HUD Limited Denial of Participation List - 1 page of 11 Records ([Printable Excel version](#))

Subject	Affiliation	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person/Email	Contact Office Phone
Acosta, Lazaro		Miami, FL	All HUD Programs; Section 8 Rental Assistance Program	08/16/2016	08/15/2026	08/25/2016	Florida State Office	<a href="#">Carmen Trice</a>	202-402-2516
Bambick, Joseph M.		Fredonia, KS	All HUD Programs; Section 8 Rental Assistance Program	02/04/2016	02/03/2061	02/04/2016	Kansas/Missouri State Office	<a href="#">Carmen Trice</a>	202-402-2516
Boyi, Dominic		Milwaukee, WI	All Housing Programs	03/16/2023	03/15/2024	04/18/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Calhoun, Lynn J.		Marshall, TX	All Housing Programs	01/03/2023	01/02/2024	01/03/2023	Denver HOC Office	<a href="#">Laura L. Bullock</a>	303-839-2604
Frayre, Hector		Shreveport, LA	All Housing Programs	3/28/2023	3/27/2024	5/1/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Froelich, Taylor S.		Lee's Summit, MO	All Housing Programs	01/11/2023	1/10/2024	02/22/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Johnson, Martha E., aka Johnson, Marty		Alpine, UT	All Housing Programs	02/16/2023	02/15/2024	04/24/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Kaye-Eddie, Emily		San Diego, CA	All Housing Programs	10/31/2013	10/30/2023	02/27/2014	California State Office	<a href="#">Carmen Trice</a>	202-402-2516
Kerber, Amy E.		Edina, MN	All Housing Programs	06/07/2023	06/06/2024	07/10/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Loan Tech, Inc.		San Diego, CA	All Housing Programs	10/31/2013	10/30/2023	02/27/2014	California State Office	<a href="#">Carmen Trice</a>	202-402-2516
Ternes, Thomas		Finlayson, MN	All Housing Programs	01/25/2023	1/24/2024	02/22/2023	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604

**2. Provide a narrative along with Appendix D: CHDO/AHDO Application OR HUD Certification. The applicant must be certified by the City as an AHDO or CHDO (required) OR must be certified by HUD as a governmental entity authorized to carry out housing programs.**

The Greater Albuquerque Housing Partnership (GAHP) is a 501(c)(3) nonprofit with demonstrated capacity to develop affordable housing in the city of Albuquerque. GAHP regularly and consistently meets HUD's legal and regulatory requirements for designation as a CHDO as evidenced by the organization's legal status capacity and experience organizational structure, and its relationship with for-profit entities.

Our commitment to the legal status is evidenced in our articles of incorporation and our status as a 501(c)(3). The articles of incorporation establish GAHP's purpose of providing affordable housing to people with low incomes. GAHP has operated in Albuquerque since 1993 and, in the last 11 years, has successfully developed 9 properties with 664 affordable housing units by acquiring land and building newly constructed multifamily communities. GAHP has its own experienced, professional staff and can conform to the financial standards defined in 24 CFR 84.21. No compliance findings or concerns have been discovered during the annual monitoring visits conducted by the city of Albuquerque.

The organizational structure of our Board maintains a minimum of one-third of the participation from representatives of the low-income community and less than one-third participation from public officials or employees of the City of Albuquerque. GAHP has a procedure, Operating Procedures for Low-income Program

Beneficiaries to Advise the Organization, as our formal process for low-income beneficiaries to advise the organization regarding the development of its affordable housing projects.

As a nonprofit organization, GAHP's purposes are exclusively charitable, as evidenced by Article II of its by-laws and is therefore not controlled, nor receives directions from individuals, or entities, seeking profit from the organization.

**Attachment:**

**Appendix D**

- CHDO Application

**3. Provide a narrative describing how the applicant has the Financial Capacity to carry out new housing development AND its current Audit to reference its OR a Certification from a third party certified public accountant which states that for the developer's current housing projects in operation for over three years, that the projects have maintained a positive operating cash flow from operating income alone, for the year in which each development's last financial statement has been prepared, and have funded reserves in accordance with the partnership agreements and any applicable loan documents.**

Per the attached December 31, 2022, audited financial statements, GAHP has a net worth of approximately \$91.3 million including cash holdings of \$6.3 million. GAHP is willing to defer their \$1.28 million developer fee on this project, leaving \$650k in additional deferred developer fee available for cost overruns.

**Attachments:**

**Exhibit M**

- Third party certification

**Appendix E**

**RFP Section 8.5 Required Attachments**

- GAHP 2022 Audit

**4. Provide a narrative describing how the applicant has Site Control, as identified by a Deed, Purchase Agreement, Lease Agreement, or if land is City-owned, specify and include the mechanism by which such land may be used for the project.**

The site upon which Somos Apartments is to be newly constructed is a City-owned parcel controlled by the City of Albuquerque Metropolitan Redevelopment Agency (MRA). The mechanism by which GAHP may use the land for Somos has been established through a competitive public process issued by the MRA resulting in a development agreement and transfer by deed of the land.

In July 2023, the MRA issued RFP #01-2023, seeking partners to develop the site at the corner of Central Avenue and Alcazar Street SE. The Greater Albuquerque Housing Partnership (GAHP), as Developer, submitted a proposal to develop Somos. MRA staff found our proposal to be responsive and recommended approval to the Albuquerque Development Commission (ADC) for its consideration. At its meeting of October 19, 2023, the ADC favorably recommended that "the MRA staff proceed with negotiations with the Greater Albuquerque Housing Partnership on the proposed Somos Project at Central & Alcazar and to return to the ADC to present the negotiated development agreement." Notice of decision was received from the MRA on October 31st.

**Attachment:**

**Exhibit C – Site Control**

- Site Control: MRA Notice of Decision

5. Provide a narrative and FEMA Floodplain Map to illustrate that the proposed Project is not within a Special Flood Hazard Area OR a detailed explanation was provided that the project will be constructed in a manner than it can be removed from the Special Flood Hazard Area.

Somos will be newly constructed at 7200 Central Avenue SE, Albuquerque NM, which is in Flood Zone X with minimal flood risk. This site is an infill location, previously developed as the Blue Spruce, and is not adjacent to a natural body of water or significant drainage way. New site grading will ensure all onsite water positively drains and/or ponds away from the building.

**Attachment:**

**Exhibit E**

- FEMA Floodplain Map

6. Provide a narrative describing how the applicant fully leverages City funds by utilizing all available private financing and by deferring at least a portion of the developer fee, as evidenced by the completed Multifamily Underwriting Template.

The \$2,409,978.54 HOME request represents 9.2:1 (10.8%) of \$22,302,250 Total Development Cost (TDC). The combined HOME, CDBG (pending), and MRA land of \$3,444,978.54, represents 15.4% of TDC. A majority of the permanent financing will be LIHTC equity at \$14.9 million, a \$2.3 million first mortgage loan. As general partner we are anticipating \$100 equity contribution and \$1.0 million loan.

Sources of Funds	Amount	HOME?
First Mortgage Loan (proposed amount)	\$2,300,000	No
Amortizing Second Mortgage Loan	\$0	0
HOME	\$2,409,979	Yes
CDBG	\$500,000	No
General Partner Loan	\$1,000,000	No
MRA Land	\$535,000	No
Deferred Developer Fee	\$628,858	
Developer Cash Investment	\$100	
Tax Credit Equity (proposed amount)	\$14,928,313	
<b>Total Sources of Funds</b>	<b>\$22,302,250</b>	

The MRA will donate the land at an appraised value of \$535,000. We are forecasting \$628,858 in deferred developer fee. GAHP is willing to defer their \$1.28 million developer fee on this project, leaving \$650k in additional deferred developer fee available for cost overruns.

**Explain how Appendix C Part 2: Scoring Criteria was addressed according to:**

1. **Neighborhood Conditions & Public Outreach-** Provide a narrative to explain which populations are least likely to apply for the Project's housing as evidenced by a completed **Affirmative Marketing Plan** (HUD Form 935.2A).

GAHP's housing efforts seek to address longstanding, racially disparate economic and social outcomes by creating opportunities to reach out to populations that may be the least likely to apply at our apartment communities. It is our belief that every person deserves to live in a home that is high quality, safe, and permanent. Our beneficiary residents come from a variety of races and ethnic backgrounds, and have low and very-low incomes, with several emerging from homelessness. GAHP strictly adheres to fair housing practices that prohibit discrimination based on race, color, religion, sex, disability, familial status, or national origin. These practices are essential for giving people access to the housing they choose and can afford. Our staff and management company regularly attend Fair Housing training. Our housing promotes integration that attracts

economic development and provides residents security, connection to the community, and access to opportunities.

Somos anticipates initial occupancy in June 2026 and will begin advertising no later than February 2026. The initial AFHMP is being submitted with this application to fill those initial vacancies once certificate of occupancy is obtained. The AFHMP will be evaluated yearly to determine if the marketing activities are adequately targeting the identified demographic groups least likely to apply.

Albuquerque's demographic composition creates a unique opportunity for marketing to populations that would be least likely to apply. As evidenced by the latest Census data, we have determined that Whites and Hispanics are quite likely to apply, but Black/African American, Asian, and American Indian/Alaskan Native are least likely to apply. Within all geographic boundaries, census tract 6.05, Albuquerque MSA, and Bernalillo County, the percentage of Black/African American, Asian, and American Indian/Alaskan Native is less than that of Whites and Hispanics, but significant enough to warrant marketing to these groups. Additionally, we have identified Persons with Disabilities as a group least likely to apply and will consider that group in our marketing efforts.

We identified the African American Greater Albuquerque Chamber of Commerce for getting information to Black/African American residents. The American Indian Chamber of Commerce will assist in marketing to the Native American population. The Asian Family Center will be our main source of sharing information with the Asian community, especially in providing translation services to inform the community of availability at Somos. We have a couple of places to market to Persons with Disabilities. The Disabled American Veterans Department has been cooperative in posting fliers and allowing us to advertise availability for previous apartment communities.

Partnering with a third-party management company, Monarch Properties, Inc has self-certified that proper training for employees at Somos will be completed for both the AFHMP and Fair Housing. Examples of notification letters and training syllabus are included in the AFHMP. Fair Housing posters will be prominently displayed and a copy of the AFHMP will be available in the leasing office. Our exterior signage will display the HUD approved Equal Housing Opportunity logo at a size not less than 8"x8".

**Attachment:**

**Appendix E**

- C2.01 AFHMP Somos

**2. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain how development strategy will **mitigate disinvestment risk.** (refer to 2023-2027 Consolidated Plan)

Mitigating disinvestment means providing a neighborhood with new improvements that eliminate blight and foster a sense of pride and wellbeing for residents and the community. Neighborhood blight and the presence of vacant and abandoned properties have profound negative impacts on affected communities. Disinvestment occurs because blighted properties pose safety hazards, decrease surrounding property values, erode the health of local housing markets, and ultimately reduce local tax revenue. In addition to its negative effects on crime rates and property values, blight causes social problems and environmental health issues.

The International District is also one of the densest and most ethnically diverse areas in Albuquerque. It is also one of the poorest areas of Albuquerque and struggles with economic and social reactions to disinvestment. The International District predominantly comprises the 87108 Zip Code. The population consists of 49.4% Hispanic or Latino, 33.8% White, 5.3% American Indian, 5% Black, and 2% Asian. According to the US Census Bureau statistics, the median household income for the district was \$31,917 compared to the current median household income for Albuquerque \$86,500. The poverty rate in the district is 33.5% while Albuquerque's poverty rate is 14.2% and New Mexico's poverty rate is 17.6%.

Unemployment is also higher at 5.5% compared to Albuquerque's and New Mexico's 3.5%. A population boom following World War II and subsequent decades of economic struggles have transformed the neighborhood from what was a sparsely populated area with a few homesteads into the neighborhood with the highest population density in the state of 6,198 people per square mile. A community needs assessment (CNA) was completed in May of 2023 by Linda Stone, MPH in collaboration with the International District Service Provider Collective (IDSPC). The collective includes agencies that provide a continuum of health and support services. This report, partly in response to the participating member organizations, highly emphasizes the need for affordable housing with support services focused on healthcare, job training, literacy, and other much needed core services.

The International District has several challenges in addition to and/or resulting from these high levels of poverty including, but not limited to, affordable housing, job opportunities and small business development, and catalytic reinvestment in the neighborhood.

- **Affordable Housing:** The CNA reports that affordable housing was one of the top service needs for people in the International District, second only to access to healthcare. Lack of housing was listed as the number one barrier to accessing care and improving health outcomes. High rents and inadequate housing options in the neighborhood cause a high degree of transiency, multiple moves, and displacement of people and their lives. When asked to identify and rank the importance of service gaps in the district, most respondents listed lack of or limited access to affordable housing as one of the top five service gaps. The number one policy recommendation was to invest in affordable and supportive housing. The 2023-2027 Consolidated Plan (Plan) indicates that "the quality of some of the more affordable rental units is not good, especially in certain parts of the city, most notably the International District." (p. 64)
- **Job Opportunities and Small Business Development:** According to the CNA, the leading causes of homelessness were due in large part to the inability to afford housing, financial instability, and lack of income. Moreover, unemployment in the International District is disproportionately high and reflects a need for additional skills, training, and education.
- **Catalytic Reinvestment:** "There are "several low-income neighborhoods that lack basic infrastructure improvements such as sidewalks, curb and gutter, drainage and water and sewer improvements. Many of these neighborhoods are located in the International District..." (Plan p. 90) Talin Market, located across the street from the proposed project, has injected new life into the district. Unfortunately, the area surrounding Talin is still in need of investment and revitalization to achieve the original vision of "a physical and symbolic center for the various ethnic communities that have settled in the Near Heights." (Metropolitan Redevelopment Area Plan, 2000) A recent assessment of the South San Pedro neighborhood (adjacent to the site's Trumbull Neighborhood) utilized the Flourishing Neighborhood Index (FNI) and provides additional insight. According to the assessment, Physical Environment was the second lowest scored section of the neighborhood survey particularly as it relates to repair of streets, sidewalks, and other public infrastructure as well as street lighting and maintenance of business land and buildings. This is consistent with the findings in the 2023-2027 Consolidated Plan.

Somos will mitigate disinvestment in this area and address the community's challenges in the following ways:

- **Eliminate blight and invest in neighborhood improvements:** GAHP's investment in the community will provide much needed neighborhood improvements and beautification. The MR Area Plan took great effort to identify areas of blight and disruption in the community using neighborhood surveys. These survey results identified the Blue Spruce Lounge as a blight on the community that needed to be removed. In 2004, The City of Albuquerque was successful in acquiring and demolishing the Blue Spruce which occupied the site. Despite these planning efforts, the site remains vacant and undeveloped with over-grown weeds, litter, and security fencing. By developing the site with a large



capital investment of new housing, retail space, new landscaping and lighting, and new residents calling Somos home, we will eliminate the blighted conditions, prevent further deterioration of property values in the area, and contribute to a feeling of pride and safety for the residents of the International District.

- **Create housing that is affordable to area residents:** The lack of housing options in a concentration of substandard housing options is critical to the well-being of the community and the continuation of the existence of the International District. New, high-quality housing that is affordable to area residents is critical to replacing the aging housing stock in the area and allowing area residents to live and work in a neighborhood of their choice, especially when new housing does not displace existing residents or reduce access to naturally occurring affordable housing. Somos is a new construction apartment community built on a vacant lot and features 59 one-bedroom apartment homes targeting households with low incomes (at or below 60% AMI) plus 11 market rate units.
- **Stimulate public and nonprofit/private investment in the area.** Somos will be a public private partnership through GAHP, MRA, and HHH to convert a difficult to develop site into a mixed-use community investment that will help transform and invigorate the site into the physical and symbolic center of ethnic businesses and community institutions envisioned for the neighborhood. Somos will invest \$17.6 million in construction costs to achieve the vision of a welcoming and diverse community hub that will contribute to the revitalization of the International District. The timing of this investment is optimal to bring new life into the International Marketplace during this period of renewal and recovery while providing needed housing to area residents.
- **Create jobs in the area and increase the patronage of local businesses.** The International Marketplace has been successful but is suffering from disinvestment resulting from the economic stresses we have experienced since the great recession in 2008 and the Covid Pandemic in 2020. Surrounding businesses have closed their doors and the lack of services for people living without shelter is hard on private business owners and city infrastructure. GAHP intends to use the retail space, through collaboration with the International District Community Development Corporation (IDCDC), to incubate new local businesses grown from the Trumbull and La Mesa community. As estimated by [WeAreApartments.org](https://www.WeAreApartments.org), Somos will generate 123 jobs with an estimated economic impact of \$23 Million. New residents of housing that is affordable have more discretionary money available to patronize local businesses because they do not have to spend more than 30% of their income on housing.

Partnership with the IDCDC means an ongoing, synergistic cycle of income, spending, celebration, and growth for the International District. Somos features 1,000sf of storefront retail space visible from the Talin Market Plaza and along a walkable, pedestrian-friendly, thoroughfare. The space will be leased by local small businesses participating in the IDCDC's incubator and accelerator program which in turn will provide jobs, income, and services needed and used by community members. Commercial tenants will benefit from a new, well-located space with rent affordable for a new business getting started. This combination of business development and new residents to support them and other area businesses enlivens the community with vibrant and needed activity and helps to secure the future of the International District. All these steps will mitigate further disinvestment in this anchor corner of the International District at Louisiana and Central.

**3. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain how development strategy will **mitigate gentrification risk.** (refer to 2023-2027 Consolidated Plan)

At this moment, it's difficult to image wealthy, college educated individuals newly living in Albuquerque from larger wealthier cities walking through the heart of the International District to visit an outdoor mall with wide sidewalks and string lights above while jazzy music plays from hidden speakers in the well-groomed landscape. But it may happen, and it's called gentrification. While gentrification is debated for the benefits of large

investments in disinvested communities, it is the displacement of long-term residents and the changing of the cultural and racial composition that is unacceptable and inequitable to the community.

Older communities of color like the International District are at risk of gentrification because these communities have had little investment, keeping land values low, while the diversity and cultural fabric makes the area eclectic and artistically interesting. This is especially true of post-World War II communities of color that were the target of unfair housing policies and exclusionary zoning, denied the money needed to invest in improvements in their neighborhood, deprived of quality education, and where ownership of the land belongs not to the longtime residents, but to their landlords. These communities have a large amount of naturally occurring affordable and substandard housing. Purchase and removal of this substandard housing is relatively inexpensive and easy as there aren't any land-use restrictions maintaining affordability or responsibility for displaced residents. Long-term residents of the neighborhood can be forced to move when properties sell and are demolished or driven out through rising costs of living from new developments targeting wealthier new residents and businesses.

The City of Albuquerque's 2023-2027 Consolidated Plan (the Plan) identifies the International District neighborhoods, including Trumbull Village where Somos is located, as an area with multiple housing problems and a high percentage of households with severe housing cost burden. (p. 124) The Plan also indicates that the International District has a "much higher concentration of racial and ethnic minorities, lower-proficiency schools, higher concentration of foreign-born residents and families with children, as well as the highest percentages of severe cost burden and multiple housing problems." (p. 125) The unintended consequence of HUD's guidance to place new construction investments only in areas of higher opportunity is that for 5 years no new investments were made into the International District to offset the aging housing stock or provide community members the option of new, modern housing opportunities. This leaves the International District at great risk of gentrification due to the possibility of development that potentially makes rents unaffordable to and displacing current residents.

GAHP has a long history as a community housing developer providing quality and affordable housing opportunities to area residents in the International District. First, as a developer of affordable single-family homes, providing the opportunity of home ownership to the community, and second, as a developer of multifamily communities with extended affordability and land-use restrictions to keep rents low and provide services back to the community at no cost to residents. We are committed to the International District and feel passionately about the residents we serve, our neighbors and the many grass roots community organizations that work endlessly to meet community needs. With Somos, GAHP will further this commitment to mitigating gentrification by creating housing that is not only affordable to the district's residents but also invests in improvements that maintain the cultural diversity and uniqueness of the neighborhood. This commitment is inherent in our name, Somos, meaning "we are," that connotes inclusivity of all the community has to offer: "We are" artists, teachers, workers, business owners, technicians, family, Asian, Latino, African American, etc. "We are" Albuquerque.

GAHP is utilizing the following strategies to mitigate gentrification:

**Site Selection:** Since the site is vacant, blighted, and underutilized, it can be developed without the displacement of residents or businesses. By investing in new construction in line with the Near Heights MR Plan's vision to enrich the existing neighborhood, GAHP will bring value and a greater sense of safety and pride without the disruption of racial or cultural composition. Proximity to public transit, currently free through the zero fares program, helps residents have mobility to higher income and higher opportunity areas of the city.

**Affordability:** The new development along Gibson with offices, hotels, restaurants, and other support businesses has the potential to put added pressure on the International District to gentrify. We want to get ahead of those pressures and provide modern housing options that will remain affordable to the long-term residents of the community. Somos will maintain affordability for an extended use period through the HUD HOME funds and LIHTC programs as well as the deep affordability provided by the Project Based Vouchers

(PBVs). Moreover, by providing a true mixed-income community 15% market rate units, proximity of diverse incomes is supportive of upward mobility.

**Business Incubation:** We are partnering with the International District Economic Development Corporation (IDCDC) business incubation program to build entrepreneurs from within the neighborhood. Somos will provide a low-cost storefront for newly incubated businesses that create job opportunities for community members. This in turn creates the potential for upward mobility of community members and contributes to the economic development of the city.

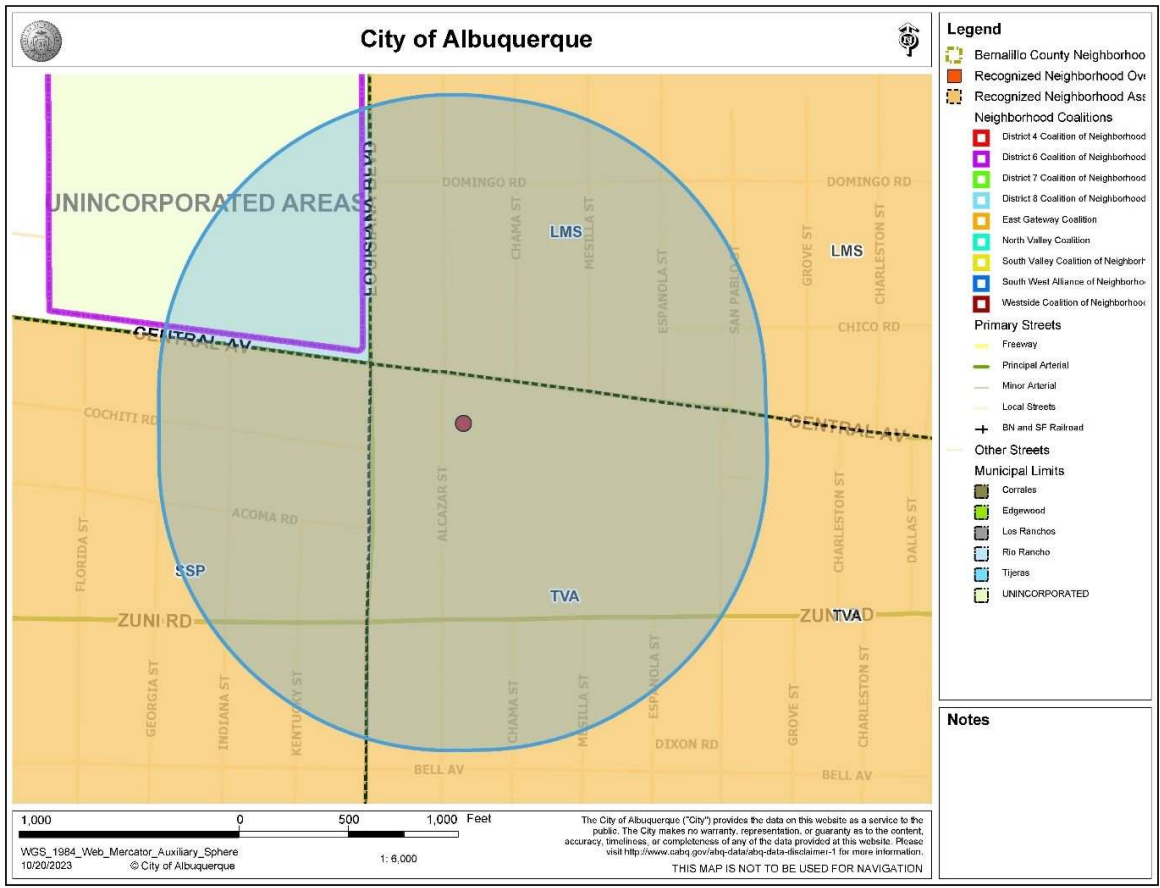
**Neighborhood Connection:** Somos will align itself with nearby businesses such as the nearby Talin Market and numerous ethnic businesses and restaurants to create opportunities for celebrations of cultural diversity. We envision a renewal of the International Marketplace to bring back cultural celebrations, pop-up markets, farmer markets, and festivals that support small vendors and ethnically diverse businesses from the neighborhood and collectively through the region and state.

**Community Needs:** We intend to partner with the International District Direct Service Provider Collective (IDDSPC) to further their goals in creating healthier communities in Albuquerque's International District. With affordable housing as one of their highest priorities, Somos will help meet that need. Their 2022 needs assessment identified a direct link between the health of a population to social, economic, and environmental conditions. The housing and improvements resulting from Somos will contribute to the overall health of the community and provide a valuable housing resource to area providers, particularly with the set aside for Households with Special Housing Needs. In addition, GAHP will partner with the IDDSPC to provide on-site services to residents.

**4. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain the affected neighborhood associations, as evidenced by a **Map of Neighborhood Associations** from the City's Office of Neighborhood Coordination and their proximity to the potential Project. (Project location identified and reflecting a ¼ -mile notification radius)

GAHP reached out to the Office of Neighborhood Coordination (ONC) to obtain a list of affected neighborhood associations within a ¼ mile notification radius. The ONC emailed the list below. Affected neighborhood associations include District 6 Coalition of Neighborhood Associations, La Mesa Community Improvement Association, South San Pedro Neighborhood Association, Trumbull Village Neighborhood Association.

**Map of Neighborhood Association and email from the ONC on following pages.**



**From:** [Carmena, Dalaina L.](#)  
**To:** [Laurie Frappier](#)  
**Subject:** 7200 Central Avenue SE Neighborhood Meeting Inquiry Sheet - City RFP 1/4 mile radius  
**Date:** Wednesday, October 11, 2023 4:26:34 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
100ZoneAtlas.Plate 1: 1/4 mile radius.docx  
7200 Central Avenue SE Neighborhood Meeting Inquiry Sheet - City RFP 25 mile radius.pdf

**PLEASE NOTE:**

The neighborhood association contact information listed below is valid for 30 calendar days after today's date.

Dear Applicant:

Please find the neighborhood contact information listed below. Please make certain to read the information further down in this e-mail as it will help answer other questions you may have.

Association Name	First Name	Last Name	Email	Address Line 1	Address Line 2	City	State	Zip	Mobile Phone	Phone
District 6 Coalition of Neighborhood Associations	Mandy	Warr	mandy@theremedaydayspa.com	113 Vassar Drive SE		Albuquerque	NM	87106	5054014367	5052659219
District 6 Coalition of Neighborhood Associations	Patricia	Willson	info@willsonstudio.com	505 Dartmouth Drive SE		Albuquerque	NM	87106	5059808007	
La Mesa Community Improvement Association	Idalia	Lechuga-Tena	lamesainternationaldistrict@gmail.com	4405 Prairie Loft Way NE		Albuquerque	NM	87111	5055503868	
La Mesa Community Improvement Association	Rose	Walker	5058041113nw@gmail.com	1033 Utah NE	Apt. D	Albuquerque	NM	87110		5058041113
South San Pedro NA	Khadjah	Bottom	khadijahsli@vizonz.org	1200 Madeira SE	#130	Albuquerque	NM	87108		5058327141
South San Pedro NA	Zabdiel	Aldaz	zabdiel505@gmail.com	735 Alvarado SE		Albuquerque	NM	87108		5052363534
Trumbull Village Association	Alyce	Ice	alycelce@gmail.com	6902 4th Street NE		Los Ranchos	NM	87107	5053150188	5053150188
Trumbull Village Association	Joanne	Landry	landry54@msn.com	7501 Trumbull SE		Albuquerque	NM	87108	5056046761	5056046761

The ONC does not have any jurisdiction over any other aspect of your application beyond this neighborhood contact information. We can't answer questions about sign postings, pre-construction meetings, permit status, site plans, buffers, or project plans, so we encourage you to contact the Planning Department at: 505-924-3857 Option #1, e-mail: [devhelp@cabq.gov](mailto:devhelp@cabq.gov), or visit <https://www.cabq.gov/planning/online-planning-permitting-applications> with those types of questions.

Please note the following:

- You will need to e-mail each of the listed contacts and let them know that you are applying for an approval from the Planning Department for your project.
- Please use this online link to find the required forms you will need to submit your permit application: <https://www.cabq.gov/planning/urban-design-development/public-notice>.
- The Checklist form you need for notifying neighborhood associations can be found here: [https://documents.cabq.gov/planning/online-forms/PublicNotice/CABQ-Official\\_public\\_notice\\_form-2019.pdf](https://documents.cabq.gov/planning/online-forms/PublicNotice/CABQ-Official_public_notice_form-2019.pdf).
- The Administrative Decision form you need for notifying neighborhood associations can be found here: <https://documents.cabq.gov/planning/online-forms/PublicNotice/Emailed-Notice-Administrative-Print&Fill.pdf>.
- Once you have e-mailed the listed contacts in each neighborhood, you will need to attach a copy of those e-mails AND a copy of this e-mail from the ONC to your application and submit it to the Planning Department for approval.

If your application requires you to offer a neighborhood meeting, you can click on this link to find required forms to use in your e-mail to the neighborhood association(s):

<http://www.cabq.gov/planning/urban-design-development/neighborhood-meeting-requirement-in-the-integrated-development-ordinance>

If your application requires a pre-application or pre-construction meeting, please plan on utilizing virtual platforms to the greatest extent possible and adhere to all current Public Health Orders and recommendations. The health and safety of the community is paramount.

If you have questions about what type of notification is required for your particular project or meetings that might be required, please click on the link below to see a table of different types of projects and what notification is required for each:

<https://ido.abc-zone.com/integrated-development-ordinance-ido?document=1&outline-name=6-1%20Procedures%20Summary%20Table>

Thank you.



**Dalaina L. Carmena**

Senior Administrative Assistant  
Office of Neighborhood Coordination  
Council Services Department

1 Civic Plaza NW, Suite 9087, 9th Floor  
Albuquerque, NM 87102  
505-768-3334

[dlcarmena@cabq.gov](mailto:dlcarmena@cabq.gov) or [ONC@cabq.gov](mailto:ONC@cabq.gov)

Website: [www.cabq.gov/neighborhoods](http://www.cabq.gov/neighborhoods)



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**From:** webmaster@cabq.gov <webmaster@cabq.gov>

**Sent:** Wednesday, October 11, 2023 9:36 AM

**To:** Office of Neighborhood Coordination <laurie@abqahp.org>

**Cc:** Office of Neighborhood Coordination <onc@cabq.gov>

**Subject:** Neighborhood Meeting Inquiry Sheet Submission

[EXTERNAL] Forward to [phishing@cabq.gov](mailto:phishing@cabq.gov) and delete if an email causes any concern.

Neighborhood Meeting Inquiry for:

City RFP (1/4 Mile Radius)

If you selected "Other" in the question above, please describe what you are seeking a Neighborhood Meeting Inquiry for below:

Contact Name

Laurie Frappier

Telephone Number

505 7053506

Email Address

[laurie@abqahp.org](mailto:laurie@abqahp.org)

Company Name

Greater Albuquerque Housing Partnership

Company Address

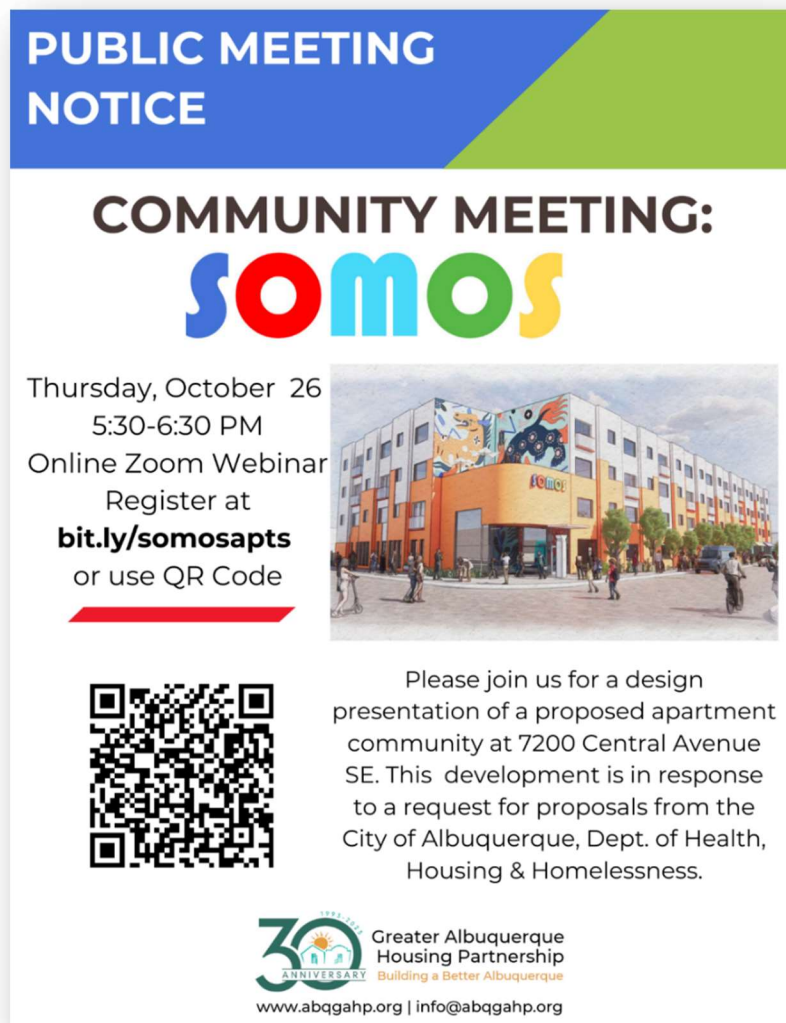
320 Gold Avenue SW, Suite 918

City

Albuquerque

**5. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain where the **Project Meeting Notification Fliers disseminated** in immediate neighborhood of project and provided flyer example as evidence.

GAHP held a virtual community meeting over Zoom on October 26, 2023, at 5:30 p.m. Flyers were created and mailed via first-class postage to addresses within ¼ mile of the subject site. The flyer provided the address of the subject site, the time, date, and purpose of the meeting, and a QR code to access the online webinar.



**6. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain **Project Meeting Notification, as evidenced by emails and/or letters sent to neighborhood association(s)** or area residents within ¼ mile of the project.

Addresses of area residents within a ¼ mile of the project were obtained using the City of Albuquerque's AGIS software and the buffering polygon tool. A ¼ mile buffer was drawn around the subject property and all addresses within the buffer area were downloaded to create mailing labels. Approximately 300 flyers were mailed to area residents. The meeting notification was also emailed to affected Neighborhood Association representatives provided by the Office of Neighborhood Coordination and posted to GAHP's Facebook page.

**Attachments:**

**Appendix E**

- C2.06 Meeting Notification
  - Buffer map
  - A copy of the address labels for addresses within ¼ mile of subject property
  - Facebook event post
  - List of neighborhood associations sent emails
  - Public meeting email to Neighborhood associations.



**7. Neighborhood Conditions & Public Outreach-** Provide a narrative to explain Community Meeting(s) held as evidenced by **Community Meeting's agendas, meeting minutes, sign-in sheets, and/or evidence of virtual meeting** with area residents provided including a **Brief description of Community Meetings**. Sign-in sheets should identify neighborhood represented, and physical address.

GAHP holds community meetings to listen to and provide affected neighbors and businesses an opportunity to get to know GAHP, preview the proposed plans, ask questions, and voice concerns about a proposed development. GAHP held a virtual (Zoom) community meeting on October 26, 2023, at 5:30 p.m. Jackie Fishman from Consensus Planning facilitated the meeting. The meeting was attended by GAHP staff members, representatives from Hartman + Majewski Design Group and the Metropolitan Redevelopment Agency, and several community members. Felipe Rael provided an introduction of GAHP and previous developments. Victor Muñoz of the Hartman + Majewski Design Group presented the site plan, drawings, and renderings. Felipe then discussed the timeline and fielded questions from the participants. The link for the video of the Zoom meeting can be found here: <https://youtu.be/lvNF7cAEyfo>

**Agenda:**

- **Welcome & Introductions** – Jackie Fishman
- **Introduction to GAHP** – Felipe Rael
  - Our Mission
  - Our Communities
- **Discussion** – Victor Muñoz
  - Proposed Site
  - Neighborhood Environment
  - Design Drawings
  - Timeline and Next Steps
- **Questions** – Felipe Rael

**Attachments:**

**Appendix E**

- C2.07 Community Meeting
  - Meeting Minutes from Consensus Planning
  - Zoom Meeting Attendee Record
  - Zoom Chat Log
  - Somos Power Point Slide Presentation

**8. Neighborhood Conditions & Public Outreach-** Provide a narrative to address the **Site and Neighborhood Standards** in accordance with 24 CFR 983.57(e) of the project location.

***(1) "The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site."***

The site is a 0.949-acre parcel, rectangular in shape, with the north property boundary along Central Avenue and the west property line along Alcazar Street. Multifamily housing bounds the site to the east and commercially developed properties are located to the west and south of the site boundaries. The existing site grading is flat with very good sun exposure. The site and all surrounding parcels are zoned for medium density mixed-use development (MX-M), appropriate zoning for mixed-use multifamily with a compact building footprint and reduced total parking requirement. The vehicular and pedestrian access to the site will be from Alcazar Street, within ¼ mile of a major transit corridor with frequent public transportation service. The site was previously developed as the Blue Spruce Lounge which was condemned and demolished by the City of Albuquerque in 2004. Most site utilities are stubbed within the sidewalk along Alcazar Street and Central Ave. Electrical is available along an overhead line along the west side of Alcazar Street.

***(2) “The site must not be located in an area of minority concentration, except as permitted under paragraph (e)(3) of this section and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.”***

The site is located within a census tract (6.05) with 26.2% White alone and 57.3% Hispanics or Latinos, a common composition in Albuquerque. More notably, the inclusion of Black person (8.5%), American Indians (8.8%) and Asians (5.6%) demonstrate the diversity of this area. The area is not of minority concentration and is located in a racially mixed area where the increase of residents will not significantly impact the racial composition of the area as new residents will follow the same racial mix that already live in the area.

***(3) “A project may be located in an area of minority concentration only if: (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration (see paragraph (e)(3)(iii), (iv), and (v) of this section for further guidance on this criterion); or (ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market....”***

HUD definition of minority concentration as it relates to site selection: A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities, is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a MSA) as a whole.

The site is in an area representative of the jurisdiction defined as the City of Albuquerque. Percentages of demographic characteristics as compared between census tract 6.05 and the City of Albuquerque (or to the expanded housing market of Bernalillo County) differ less than 20% points.

**See chart on following page.**



Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract 6.05	Housing Market Area Albuquerque MSA	Expanded Housing Market Area Bernalillo County
% White	NA	NA	26.2%	36.4%	35.8%
% Black or African American	NA	NA	8.5%	4.6%	5.0%
% Hispanic or Latino	NA	NA	57.3%	50.0%	50.9%
% Asian	NA	NA	5.6%	3.8%	4.4%
% American Indian or Alaskan Native	NA	NA	8.8%	9.1%	8.2%
% Native Hawaiian or Pacific Islander	NA	NA	0.0%	0.4%	0.4%
% Persons with Disabilities	NA	NA	15.5%	16.5%	16.2%
% Families with Children under the age of 18	NA	NA	25.3%	26.2%	24.7%

***(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.***

The site is in a Qualified Census Tract that has been denied investment of new housing supply because of this requirement for the location to be of higher opportunity and not containing a high proportion of low-income persons. Most of the housing in the area is aging, naturally occurring affordable housing. New construction of a mixed-use and mixed income community along the transit corridor improves housing choice for the area and provides greater opportunities for households to have convenient access to area services including the commercial businesses that will occupy the commercial mixed-use spaces incubated from the local area and serving the local area. Additionally, given the dire need of housing serving very low and extremely low incomes, the opportunity for a mixed income community encourages upward mobility of lower income households. Access to transit, especially at zero-fares, allows residents to access jobs and education in higher income neighborhoods that are not incentivized for affordable housing development throughout the city.

***(5) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.***

The site was previously developed as the Blue Spruce Lounge which was condemned and demolished by the City of Albuquerque in 2004. The site has remained vacant and underutilized for 20 years as the City of Albuquerque sought development opportunities that provided greater housing density, reduced dependence on automobiles and contained an income generating commercial space that benefits the surrounding neighborhood as well as community residents. In August of 2023, our proposal for Somos was determined to be responsive to the Metropolitan Redevelopment Agency with the City of Albuquerque and referred for approval to proceed into a Development Agreement with the City of Albuquerque.

The site is located within the Near Heights Metropolitan Redevelopment Area (MRA) and contributes toward the MRA goals to clean-up under-utilized and vacant properties, remove blighted conditions, improve public sidewalks to be pedestrian friendly and accessible. More significantly, the proposed mixed-use, mixed income community reinforces the diverse and culturally rich community and area business of the International District to evolve the area into a destination not just for local residents but for regional and national visitors as well.

***(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.***

The International District in Albuquerque is special through the cultural diversity available in grocery stores, restaurant options, centers of spiritual celebration, multilanguage service providers, daycare centers and other necessary daily services that reflect the 70+ cultures documented with the community. Somos will be the first new construction of multifamily housing in the area for over a decade.

Adjacent to the site and within a 1/2 mile walk are Talin Market World Food Fare, Thai, Vietnamese and Mexican food restaurants, multiple auto repair, body and tire shops, the Wat Phrathat Doi Suthep Temple, First Nations Community Healthcare, the International District Public Library, Family Dollar, Kentucky Fried Chicken, the Downs Horse track and Casino, Bombay Spice market, Dud's and Such laundry mat, CubeSmart Self-Storage, Route 66 General Store and Beef Jerky shop and many more businesses, restaurants and services.

***(7) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive***

This site is located along a major public transportation corridor with bus service along Central from a local commuter bus (66) with stops every 15 min or sooner and a rapid ride bus (777) with service every 30 minutes. Travel times to major employment centers include:

Business	Personal Vehicle	Public Transportation
UNM Hospital	12 minutes	37 minutes
Kirtland AFB	9 minutes	38 minutes
Uptown	7 minutes	15 minutes

**9. Financial Feasibility-** Provide a narrative to explain how the Project is **financially feasible** and sustainable as evidenced by the data provided in Appendix B.

Construction prices continue to reach unprecedented highs, labor and supplies are in high demand and short supply, inflation is rising, and overall costs of materials are expected to remain high even if inflation and market pressures ease. We have been navigating this cost environment through the construction completion of Luminaria Senior Community, our LIHTC senior housing completed in March 2022, with PAH! Hiland Plaza, our LIHTC family housing completed in August 2023, and with Farolito Senior Community, which we are looking to finalize the guaranteed maximum price construction contract and start construction in the first quarter of 2024. We are working with the top experts in design and construction who know our market and who each have over 50 years of relationships in our community to rely upon. We have drawn from these resources for accurate pricing and construction techniques and materials to inform our value engineering process and aid us in determining the construction cost estimate for Somos. The hard construction costs are

We utilized the Walk-Up window to apply at the Albuquerque Housing Authority to request 25 Project Based Voucher units, similar to Luminaria, Hiland Plaza, and Farolito. Given the uncertainty of the 9% LIHTC allocation, we have also explored other gap funding sources including HUD Section 202, ARPA, National Housing Trust Fund, NM Housing Trust Fund and Capital Outlay. GAHP is willing to defer their \$1.28 million developer fee on this project, leaving \$650k in additional deferred developer fee available for cost overruns. The developer also has \$3.5MM in unrestricted cash holdings in checking, savings, and CDs to support a \$1 million subordinate loan; with a track record of \$636,000 general partner loan for Sterling and \$1,050,000 land contribution for Hiland Plaza and \$1,000,000 contribution for Farolito Senior.

**10. Financial Feasibility-** Provide a narrative to explain how the Project leverages City/Federal funds and what percentage the requested funds will be of the Total Development Cost?

**11. Financial Feasibility-** Provide a narrative to explain if the Project plans to obtain **other sources of financing**.

The Greater Albuquerque Housing Partnership (GAHP) has included letters of intent from partners whom we have financed five LIHTC equity, construction, and permanent loans. The enclosed investor LOI estimates \$14.9 million in LIHTC equity, and the enclosed bank LOI estimates \$13.6 million construction loan and \$2.3 million permanent first mortgage loan. We will leverage the \$2,409,978.54 in HOME funds at close to 9.2:1. We utilized the Walk-Up window at the Albuquerque Housing Authority to request 25 Project Based Voucher units, similar to Luminaria, Hiland Plaza, and Farolito. The MRA will donate the land at an appraised value of \$535,000. GAHP is willing to defer their \$1.28 million developer fee on this project, leaving \$650k in additional deferred developer fee available for cost overruns.

The developer also has \$6.3 million in unrestricted cash holdings in checking, savings, and CDs to support a \$1 million subordinate loan; with a track record of \$636,000 general partner loan for Sterling and \$1,050,000 land contribution for Hiland Plaza and \$1,000,000 general partner loan for Farolito Senior.

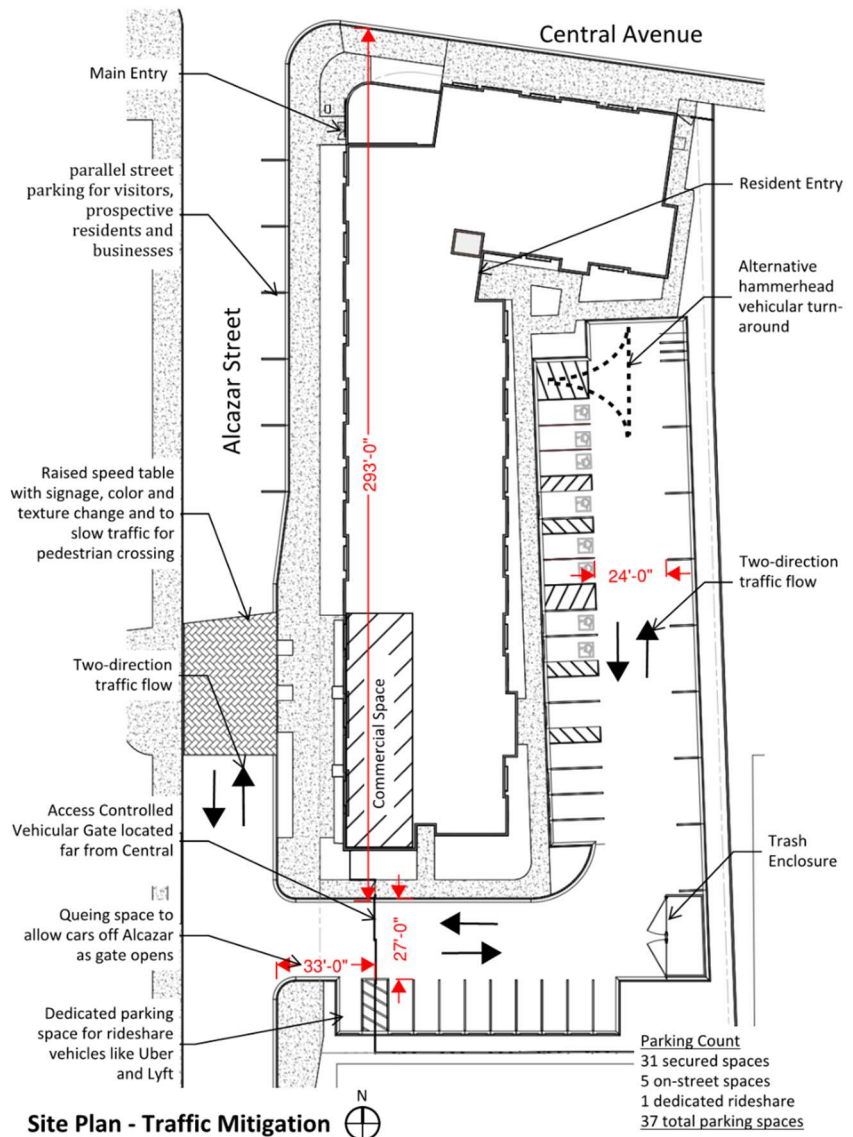
**12. Design and Location-** Provide a narrative to explain how the project incorporates **Traffic Mitigation** criteria through submitted site plan, traffic flow map, and narrative describing how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.

The building placement for Somos was driven by placing access to the secured resident parking lot as far from Central as possible to mitigate traffic conflicts between vehicles turning from or onto Central and residents entering or exiting the parking for Somos. The parking entry is more than 100 feet north of the entry drive to Talin Market and the International Marketplace shops and restaurants, limiting any traffic flow conflicts along Alcazar Street.

Additionally, the commercial space was located to be highly visible from the parking lot to the west side of Alcazar to encourage shoppers to park once to access Talin Market, Somos shops, and other area businesses. Pedestrian access is encouraged with a wide raised speed table to create an accessible crossing location from the Talin Market and International Marketplace over to Somos shops. The change in height, texture, and color of the speed table and signs indicating pedestrian crossing will slow traffic, as will the on-street parallel parking. A dedicated parking space of rideshare vehicles such as Uber and Lyft will help maintain clear lines of sight

around the entry to the resident parking lot and a long queuing space allows vehicles to fully exit Alcazar Street while waiting for the vehicular gate to open. Residents leaving the secure parking lot may turn right or left onto Alcazar and access right and left turns onto Central Avenue or Zuni Road. The 31 secured resident parking spaces, 5 on-street parking spaces and dedicated rideshare parking space satisfy the IDO requirements for the development.

All these design elements help Somos fit seamlessly into the context of the neighborhood and reinforce natural circulation patterns mitigating any new conflicts.



**13. Design and Location-** Provide a narrative to explain how the project incorporates **Site Design** criteria through submitted site plan, building elevations, pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.

This infill site at the corner of Central Avenue and Alcazar Street SE was previously developed as the Blue Spruce Lounge. It was purchased and demolished by the City of Albuquerque following the adoption of the 2000 Near Heights Metropolitan Redevelopment Plan (MR Plan). The MR Plan envisioned the site would soon be redeveloped with a mixed-use of commercial space and housing in keeping with the new construction of the Talin Market and International Marketplace infrastructure and sidewalk improvements the Metropolitan Redevelopment Agency (MRA) installed in 2004. These improvements included the sidewalks with decorative patterns along Central Avenue and Alcazar Street of the proposed site. Many factors delayed the redevelopment of the site and Somos will not only achieve the 20-year-old vision but far exceed it.

In July 2023, GAHP responded to a request for proposals from the MRA seeking partners to develop the site with a minimum of 30 dwelling units and 1,000 square feet of commercial space. We found the site was able to yield 70 units in a 4-story building and meet the parking requirements for off-street parking in the Integrated Development Ordinance (IDO), with reductions for being located within a premium transit center and 660 feet of an Albuquerque Rapid Transit (ART) bus stop. As part of the RFP response, Somos will also include installation of 2 electric vehicle (EV) charging stations on the site and a dedicated parking space outside of the secured parking area for rideshare vehicles such as Uber and Lyft. Equitable access to all forms of alternative transportation such as Zero-Fare bus service, rideshare, carpools, electric vehicles, and bicycles are vital for sustainable and regenerative mixed-income communities.

We also researched the needs of the existing community members through a community needs assessment (CNA) completed in May of 2023 by Linda Stone, MPH in collaboration with the International District Direct Service Provider Collective (IDDSPC). The CNA established the need and desire for new affordable housing in the area and the crucial need for a safe neighborhood with well-lit streets that allow people to walk at night and build community connections coupled with a sense of belonging. Placing homes and local businesses on the site with beautiful landscaping, building and site lighting that illuminate sidewalks, and a site plan utilizing CPTED principals to eliminate hiding spots and loitering will provide the active and highly visible safe community the community desires. Removing the blighted and vacant lot and increasing the usage of the area will place a lot of “eyes on the street” with residents and business owners taking ownership of their new home and neighbors.

All these community needs and MRA requirements influenced the site design for Somos which, at just less than an acre (0.949), requires an efficient site design that balances the placement of the building toward the northern and western boundaries of the site with parking tucked behind the building and accessed from the southwest corner of the site along Alcazar. This building placement and massing reinforces the IDO’s form-based zoning for mixed-use, medium density (MX-M) development designed to offer an external urban edge and pedestrian streetscape with landscape buffer and street trees along Central Avenue and Alcazar Street, while providing a protected inner courtyard where the resident entry is shielded from the traffic and noise along Central Avenue.

The main entry for the community is in the northwestern corner of the site at the corner of Central and Alcazar and utilizes the existing decorative sidewalk improvements and artistic pillars depicting various cultures present in the International District that were installed by the MRA. Placement of the commercial business spaces utilizes the widest portion of the existing sidewalk and maximizes visibility to and from Talin Market and the International Marketplace spaces shared around the Talin Market parking area, thus expanding the business offerings, and providing a visual backdrop to the Marketplace and parking. Street trees along Alcazar, site furnishings, and colorful awnings will offer an aesthetically pleasing and shaded storefront for local businesses to get their start after being incubated through the International District Community Development Corporation (IDCDC).

Future residents of Somos will shop at Talin Market, eat at Cody Bakery, Pad Thai Café, and other restaurants in the immediate area. A speed table with different texture and color from the roadway will slow traffic on Alcazar and provide an accessible and distinct crossing location for residents to access the International Marketplace while reinforcing a sense of place and belonging with the greater commercial business services.

Street trees and other low water use landscaping and steps in the building height, as well as optional planter boxes or decorative site furnishings will bring the building height down to pedestrian scale along Central Avenue and Alcazar Street enhancing the streetscape and pedestrian experience. Low water-use landscaping that meets IDO and City of Albuquerque requirements will provide a rich variety of native or adapted plantings that enhance the aesthetic interest and commercial appeal of the site and will be properly maintained by a professional landscape company. Outdoor spaces will meet open-space requirements for multifamily communities and, though small, will be accessible to all residents with site furnishings and lighting to encourage use and a sense of belonging.

The property will be enclosed with perimeter site fencing and access controlled vehicular and pedestrian gates. The perimeter fencing will be transparent, allowing a high level of visibility for long sight lines and a feeling of safety both within and around the site. The new site lighting will consist of both building mounted lights and pole lights to make sure sidewalks, entries, and gathering areas are well lit. String lights will be added to the interior courtyard for aesthetics and enjoyment of the residents.

**Attachments:**

**Appendix E**

- C2.13-16 Somos Drawings Package
  - o Site plan
  - o Building elevations
- C2.13-16 Site and Context Photos

**14. Design and Location-** Provide a narrative to demonstrate that the project incorporates creative **Building Design** criteria through submitted building elevations, floorplans, pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.

Somos is proposed as a 63,399sf, 4-story wood framed, multifamily and mixed-use community consisting of 70 one-bedroom apartments with leasing office and amenity spaces to support residents, and 1,000 square foot commercial space to support start-up local businesses. The building design meets the zoning requirements of Medium Density Mixed-Use (MX-M) with use of stucco, glass, painted mural, and fabric awnings to create a dynamic building elevation that benefits the surrounding community by reflecting the colors and images of the culturally rich neighborhood, and by improving lighting and landscaping for a walkable and pedestrian scaled built environment. Outdoor seating and shade trees, large, glazed storefronts for local businesses with colorful awnings and building signage will provide appealing and relevant retail venues to explore and make into a community must-have destination.

We have designed the building to provide residents with areas to gather and socialize throughout the building as needed to build community bonds and provide social enrichment outside of individual apartments. The large community room that is accessible 24/7 to residents for TV watching and social enrichment activities and can be reserved by residents for private events at no cost to the resident. GAHP's enrichment services team will operate a pantry space accessed from the community room on a bi-weekly basis to help alleviate food insecurity experienced by low-income residents. Reliance on alternative transportation such as bicycles is supported with an indoor secure bike storage room with 18 bike parking spaces for residents to safely store their bicycles.

The main entry provides a beautiful entry lobby with controlled access and onsite leasing office and property management office located at the northwest corner of the site at Central Avenue and Alcazar Street. A second controlled access entry is provided from the secure parking lot leading inside directly to the elevator lobby,

providing access to all upper floors that feature small furnished lounges overlooking Central Avenue. If the budget allows, the design will incorporate a third-floor rooftop deck facing Central Avenue.

The one-bedroom unit design is consistent throughout all units with an open floor plan for the kitchen, dining and living room, and a separate bedroom with a private bathroom. Each unit contains wood-look cabinetry, a large pantry closet, low water use plumbing fixtures, and full-size Energy-Star rated electric appliances including microwave, rangehood, refrigerator, washer and dryer, and electric range. In unit washers and dryers are a significant amenity for low-income residents, removing barriers of cost, time, and limited transportation options. Living rooms and bedrooms will have 9-foot ceilings and large operable vinyl residential windows with window coverings providing fresh air and ample natural light. Bathrooms include vanity sink cabinet and mirror, towel bars and other accessories, and a tub with shower or a large shower. All units will have blocking in the walls for grab bars to be installed upon request except in Type A units where the grab bars will be installed with construction. The range hood vent in the kitchen and the bathroom vent both exhaust to the exterior of the building. Heating and cooling are provided through an electric heat pump system with a fan coil unit located within the apartment and a condensing unit located on the roof. Each unit is provided with Energy Star rated light fixtures in all rooms, a thermostat for control over the apartment temperature, and wood-look luxury vinyl plank throughout. Each unit will have the same floorplan with only minor changes in the cabinetry between accessible Type A and adaptable Type B units.

Interior, conditioned hallways will include wayfinding features included in the color palette and signage that provide a visual guide to the four floor levels. Ceilings will have acoustic ceiling tile to conceal the building utilities and services distributed along the hallways with furred down soffits at key areas for a pop of color at doors to stairwells, the lounge, and the elevator lobby. Flooring will be luxury vinyl plank except in the leasing office where carpet tile will be utilized. A central hot water system provides water to the entire building and the building will be solar ready to install solar thermal panels on the roof, as the budget allows, that utilizes the sun's rays to pre-heat the water to 80% or more of the hot water temperature setting.

The vivid colors and playful building design reflect one of the many patterns developed and installed in the sidewalks during the MRA sidewalk and infrastructure improvements installed in 2004. The change in colors and small setbacks in the wall with a change in plane create a 3-dimensional pattern that reduces the perceived height of the building and complexity to the long elevation along Alcazar. The bright orange color reflects the strong orange found throughout the International District which consists of as many as 70 different nationalities and cultures. The large wall mural planned above the entry lobby on the exterior walls of the third and fourth floors will also be designed to broadcast the diverse cultural fabric of the International District. We envision the colorful design to provide a distinct and active backdrop to all retail and restaurant businesses of the International Marketplace and encourage the renewal of weekend farmers markets, celebrations, and shopping to the area. With community reinvestment, new residents, street and safety improvements, and a perfectly situated, artistic design, we believe that this design not only meets the current IDO regulations, but also creatively meets the intent of the MRA's vision for the International Marketplace.

#### **Attachments:**

##### **Appendix E**

- C2.13-16 Somos Drawings Package
  - Site plan
  - Building elevations
- C2.13-16 Site and Context Photos

**15. Design and Location-** Provide a narrative to demonstrate that the project incorporates **Landscaping** criteria through submitted site plan with landscaping design and pictures of the surrounding neighborhood to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.



The landscaping at Somos will be designed to meet City of Albuquerque standards and IDO zoning requirements for multifamily dwellings along a major transit corridor including the required landscape buffers and one tree per dwelling unit on first and second floors, as well as percentage of site landscaped. Plantings will be low-water use, non-invasive, native, and adaptable species as required by the City of Albuquerque and for LEED for Homes certification. We will seek a zoning variance to the location of the landscape buffer required in the public right of way and placement of the public sidewalk to preserve and restore the decorative public sidewalk improvements installed by the City of Albuquerque in 2004.

The professionally maintained landscaping at Somos will be one of the most visible and significant ways the site will be improved, contributing toward the enjoyment and sense of safety of the greater community, as well as enhancing the lives of new residents. Street trees along Alcazar Street will provide shade and security for

pedestrians walking to area businesses and transit. Awnings and site furnishings provide the pedestrian friendly and active streets needed to revitalize the International Marketplace.



#### Attachments:

#### Appendix E

- C2.13-16 Somos Drawings Package
  - Site plan
  - Building elevations
- C2.13-16 Site and Context Photos



**16. Design and Location-** Provide a narrative to demonstrate that the project incorporates a high level of **Design Creativity and Sensitivity** to the social and physical context through submitted building elevations, pictures of the surrounding neighborhood, to show how the project will fit into the context of the neighborhood, and why the design is appropriate for that specific community.

Somos translates to “We Are,” and opens the door to celebrating the cultural diversity and myriad opportunities found in the international District of Albuquerque in an open-ended and creative way.

“Somos”....Latinx, Native, Asian, Black, White, Immigrant, determined, creative, community, together.

“Somos” Albuquerque.



*Figure 1 Building design, massing, and conceptual wall mural.*

The vivid colors and playful building design reflect the rich cultural diversity of the International District and are the product of an insightful design process by the Hartman + Majewski Design Group (DG) to visually document the surrounding neighborhood context with the capture of cultural buildings, events, murals, signage, and building forms. They also collected precedent images of multifamily buildings using color and building massing to convey a pattern or rhythms of vibrant color in culturally diverse locations around the world. DG studied, in various configurations, the colors of the Buddhist Temple, Latin murals, Thai and Vietnamese restaurants, Mexican food restaurants, and other local businesses as well as the African motif pillar on the site. They then experimented with the color palette of bright orange, red, gold, and cobalt blue until the dynamic movement of the elevations with the small setbacks in the wall plane, combined with the steps in orange color, was selected as the best building elevation design to both minimize the height of the building and length of the elevations, but also provide an appealing geometric and abstract representation of a village, mountain, or cityscape within the movement created by the steps in color. The pattern also reflects one of the inlaid stone patterns on the sidewalks installed by MRA in 2004. These sidewalks were installed to create a unity of the 6-acre corner at Louisiana and Central Avenue into the International Marketplace and it is important to preserve and enliven the original vision of the International District.

As part of the building elevations' design, a large wall mural will be above the building entry at the corner of Central Avenue and Alcazar where the building steps down in height for the 2-story lobby. This wall mural needs to reflect the diversity of the International District and promote community identity and bonding as well as create a lively neighborhood people want to visit, live in, and take care of.

According to Yes! Magazine online [Why Public Art Is Good for Cities - YES! Magazine \(yesmagazine.org\)](https://www.yesmagazine.org) “...one of the most meaningful effects of public art is that it creates what urban designer Mitchell Reardon calls “community fingerprints”—spaces that make people feel represented, foster community ties, and give people a sense of ownership and belonging in their neighborhoods.” In 2022, GAHP utilized a Call for Artists to create the murals for Luminaria Senior Community at 10600 Central Avenue SE with a preference for local artists

with low incomes. We will utilize a similar process to solicit a local artist to install the wall mural at Somos and involve local community members in the selection of the artist and guide the story the mural provides.



Figure 2: Wall murals installed at Luminaria Senior Community

## Attachments

### Appendix E

- C2.13-16 Somos Drawings Package
  - Site plan
  - Building elevations
  - Precedents and Elevations Studies
- C2.13-16 Site and Context Photos

**17. Design and Location-** Provide a narrative & map to demonstrate that the Project is located **near existing neighborhood shops, services and facilities** so that the project boundary is within ¼ mile walk distance of at least four, or within ½ mile walk distance of at least 6, of the “List of Diverse Uses” defined in the Application.

The proposed site is located within walking distance of several existing neighborhood shops, services, and facilities. There are at least 6 diverse use locations within ¼ mile walking distance, (**highlighted** in the table on the following page), and several additional businesses/services within ½ mile walking distance of the proposed site.



Diverse Use	Name	Address	Distance
Supermarket	Bombay Spice	6514 Central Ave SE	.5 mile
Supermarket	Talin Market	88 Louisiana Blvd SE	.2 mile
Library	International District Library	7601 Central Ave NE	.3 mile
Restaurant	Arturo's Mexican Food	325 Louisiana Blvd SE	.4 mile
Restaurant	Coda Bakery	230 Louisiana Blvd SE	.3 mile
Restaurant	Pad Thai Cafe	110 Louisiana Blvd SE	.2 mile
Restaurant	May Cafe	111 Louisiana Blvd SE	.3 mile
Restaurant	Lindo Mexico	7209 Central Ave NE	479 feet
Hair Care	Style Connection Salon	428 Louisiana Blvd SE	.5 mile
Laundry	\$3.00 Wash	7226 Central Ave SE #K	.1mile
Medical	First Nations Community Health Source	7317 Central Ave NE	.1 mile
Medical	Young Children's Health Center	306 San Pablo St. SE #A	.3 mile
Dentist	Kids First Dental Care	7711 Zuni Rd SE	.5 mile
Place of Worship	Crestview Community Church	301 Chama St NE	.4 mile
Place of Worship	La Mesa Presbyterian Church	7401 Copper Ave NE	.4 mile
Place of Worship	Wat Phrathat Doi Suthep	320 Louisiana Blvd SE	.2 mile
Fire Station	Albuquerque Fire Station 5	123 Dallas St NE	.5 mile
School (Pre-K)	PB & J Family Services	209 San Pablo St SE	.3 mile
Convenience Store	Family Dollar	7226 Central Ave SE	.1 mile

**18. Design and Location-** Provide a narrative & map to demonstrate that the Project **encourages walkability, pedestrian activity and use of existing public park and recreation facilities, provides common areas for community gatherings.**

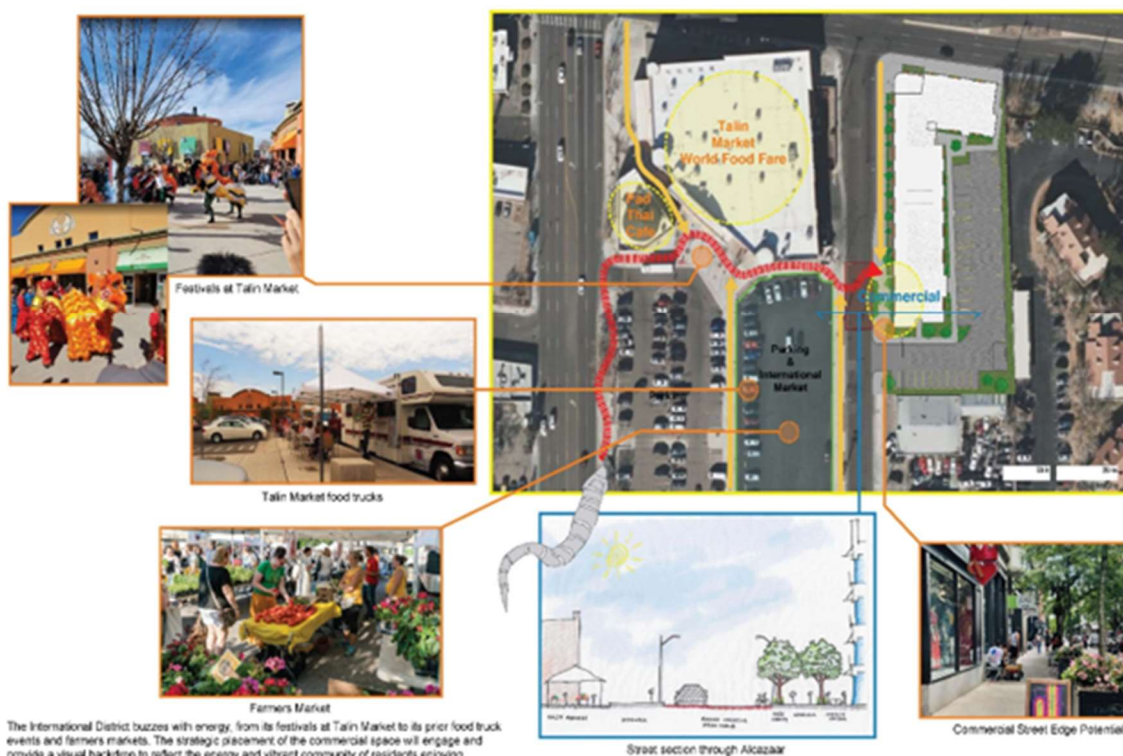
Somos' site design and location encourages walkability, pedestrian activity, and common areas for community gatherings. Incorporating items from the Near Heights Metropolitan Redevelopment Plan, IDO, and additional requirements of the City of Albuquerque, the building forms an L-shape with the opening facing east. Commercial space and housing residential amenity spaces are located on the ground level facing Alcazar Street and Central Avenue. The west building facade along Alcazar Street faces the parking area of the International Marketplace and connects to a pedestrian oriented path along an accessible public sidewalk with added lighting, new low water-use landscaping, and street trees. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape with sidewalk tables and chairs, storefronts, and shop displays bring neighbors together while creating a walkable option to the ART Rapid Ride bus stop at Louisiana and Central as well as nearby stores and restaurants. Adjacent to the site and within a 1/2-mile walk are La Mesa Garden Park, Talin Market World Food Fare, numerous restaurants, multiple auto repair, body and tire shops, several houses of worship, First Nations Community Healthcare, the International District Public Library, and many more businesses, restaurants, and services. The bus stop for bus route 157 near Somos, on Louisiana and Central, provides a convenient route to Cesar Chavez Community Center located approximately 1 mile south of the site.

**Maps and context photos included on the following pages.**





Street view from International Marketplace facing west side of Somos along Alcazar shows the connection to community offerings.



The International District buzzes with energy, from its festivals at Talin Market to its prior food truck events and farmers markets. The strategic placement of the commercial space will engage and provide a visual backdrop to reflect the energy and vibrant community of residents enjoying International Marketplace.

The strategic placement of the commercial space will engage and provide a visual backdrop to reflect the energy and vibrant community of residents enjoying the International Marketplace.

**19. Design and Location-** Provide a narrative to explain how the Project is part of a **Mixed-Use Development**, which identifies at least 2 separate land uses. (i.e. Residential, Retail, etc.)

Somos is mixed-use with both residential multifamily and commercial business spaces. The ground floor will include approximately 1,000 square feet of commercial space for lease facing Alcazar Street with a direct connection to the International Marketplace via a raised speed table.



Somos is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one-bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.



We learned from the City of Albuquerque Small Business Office (SBO) that there is a lack of business locations for small start-ups just growing large enough for their first brick and mortar shop. Most properties are owned by a few large commercial entities with finely tuned leases, attorneys, and years of experience which is intimidating and challenging to navigate for new businesses. City services like the SBO and local incubators like the International District Community Development Corporation (IDCDC) can get these businesses started on a plan to occupy a storefront a year or more before they sign a lease for their first location. These programs need community partners like GAHP to provide supportive lower-cost storefront locations like the one at Somos to “start, stay and grow.”

Partnership with the International District Community Development Corporation (IDCDC) means an ongoing, synergistic cycle of income, spending, celebration, and growth for the International District. Somos features 1,000 square feet of storefront retail space visible from the Talin Market Plaza and along a walkable, pedestrian-friendly, thoroughfare. The space will be leased by local small businesses participating in the IDCDC’s incubator and accelerator program which will provide jobs, income, and services needed and used by community members. GAHP has already received a letter of support from the IDCDC committing to securing commercial tenants who will benefit from a new, well-located space with rent affordable for a new business getting started. This combination of business development and new residents to support them and other area

businesses enlivens the community with vibrant and needed activity and helps to secure the future of the International District.

The vivid colors and playful building design of Somos reflect the rich cultural diversity of the International District and provide a distinct backdrop for weekend farmers markets and festivals to begin again. With community reinvestment and a perfectly situated and artistic design, we hope to see the International Festival and other celebrations of cultures represented in the International District return to the International Marketplace in the coming years.

**Attachment:**

**Appendix E**

- C2.19 IDCDC Letter

**20. Design and Location-** Provide a narrative explaining if the Project incorporates **more than** the required 5% of the total units as **ADA Type A Accessible AND** the required units as **ADA Type B Accessible** (Adaptable). The additional number of units must be quantifiable.

Somos will exceed the 5% minimum building code requirement for the percentage of units designed to Type A accessibility. Of the 70 units total, 10% or 7 units will be Type A units supporting our households with special housing needs and helping to overcome the shortage of accessible units in Albuquerque. The remaining 63 units will be designed as Type B adaptable units per the required standards for accessible design for projects with federal funding.

All apartments will be located along an accessible route and visitable by residents or visitors via an elevator, and all units will have in-apartment front loading washers and dryers, blocking in the walls around toilets and tub/showers for grab bars to be installed, strobe light doorbells upon request as well as all of the incorporated accessible design features listed below.

As part of our LEED-H certification, we also seek to achieve the Designing for Accessibility, LEED for Homes Pilot MRpc34. The Pilot requires 10% of units to be designed as Type A and all the following be incorporated into the accessible design of the building and site plan:

- An accessible primary entrance to each building and apartment,
- Accessible passage doors into all occupiable spaces within the apartments,
- Bathrooms with accessible fixtures, clear floor space and storage,
- Operable parts within accessible reach range within apartments,
- Laundry equipment have controls and access that is accessible,
- Kitchens with ADA appliances and clear floor space as well as storage within reach,
- Operable windows with easy to operate cranks or other accessible operations within reach,
- A variety of functional storage within reach and with clear floor space,
- Accessible ramps as needed along accessible routes,
- An elevator to provide an accessible route to all apartments and amenities

**21. Design and Location-** Provide a narrative explaining if the Project incorporates elements of **Universal Design**.

The project overall, including apartments, and all residential amenity areas on the site, incorporate Universal Design Principles to provide equitable use among all residents and provide greater adaptability for residents to sustain their housing even if their mobility changes. The design provides accessibility, security and safety for residents and visitors beyond the requirements of Type "A" accessible and Type "B" adaptable dwelling units designated by code. Housing stability is as critical as access to affordable housing options particularly for

residents with special housing needs who may have increased health issues resulting from barriers to accessing healthcare or barriers to managing self-care and treatment plans due to unstable housing.

Universal Design features within apartments include wider 3-foot doorways into all occupiable rooms, ample clear floor space, accessible-height toilets in bathrooms, removable cabinets with clear worksurfaces in the kitchen, operable devices, or equipment within a shortened reach range, and blocking for installation of grab bars, and front-loading washers and dryers in all units. All of which increase the flexibility of the home to meet the residents' needs, and their visitors. Eye viewers in unit entry doors at multiple heights, generous natural light with window shades for light control, hard flooring without transition strips, high quality air filters, acoustic separation from other apartments, and thoughtful storage solutions are additional design features within all apartments that are encouraged through Universal Design Principals.

The overall building and site design also incorporate Universal Design Principals. The building design is simple and intuitive with amenity spaces near the elevator at the heart of the building, conditioned corridors, covered exterior spaces, and accessible routes through the entire site and to each resident amenity that encourage residents to utilize as many building and site features as possible. Built-in ease of access features such as push-button door operators at main entry and resident entry doors, key fob operated doors at all resident amenity spaces, and well placed and accessible seating are provided throughout the design. Use of color and image wayfinding per floor, lots of natural light within the hallways, seating to rest at the elevator lobbies on each floor, and the compact four-story design helps residents navigate the hallways to their home. The dog wash amenity with an accessible ramp for the pet also helps residents maintain and groom their pets for improved indoor air quality. Each feature provides added benefits to each apartment home and provides a simple and effective supportive environment to all residents.

**22. Design and Location-** Provide an explanation and statement of compliance from the Project Architect which indicates the proposed development conforms to the current **Zoning of the Property and the City's IDO development and design standards.**

The Albuquerque Integrated Development Ordinance (IDO), Zoned MX-M, MIXED-USE – MEDIUM INTENSITY ZONE DISTRICT, "The purpose of the MX-M zone district is to provide for a wide array of moderate-intensity retail, commercial, institutional and moderate-density residential uses, with taller, multi-story buildings encouraged in Centers and Corridors." Located along in a major transit corridor and within a ¼ mile of premium transit station, a 4-story mixed-use, mixed-income community is highly appropriate to provide the array of moderate-density residential uses envisioned in the form-based zoning code.

The site at 7200 Central Avenue is currently zoned Mixed-Use – Medium Intensity (MX-M) allowing both multifamily residential and commercial uses. The site and building design will comply with the general dimensional standards as required by MX-M zoning including but not limited to open space per apartment unit, building setbacks, building height and other applicable IDO sections for lighting, landscape, parking, et al.

We will seek a variance to the landscape buffer required in the public right of way and placement of the public sidewalk in order to preserve and restore the decorative public sidewalk improvements installed by the City of Albuquerque in 2004.





Figure 1 & 2: Existing site with decorative sidewalks installed by the MRA

**Attachments:**

**Appendix E**

- C2.22 Architect Statement of Compliance - IDO

**Exhibit F**

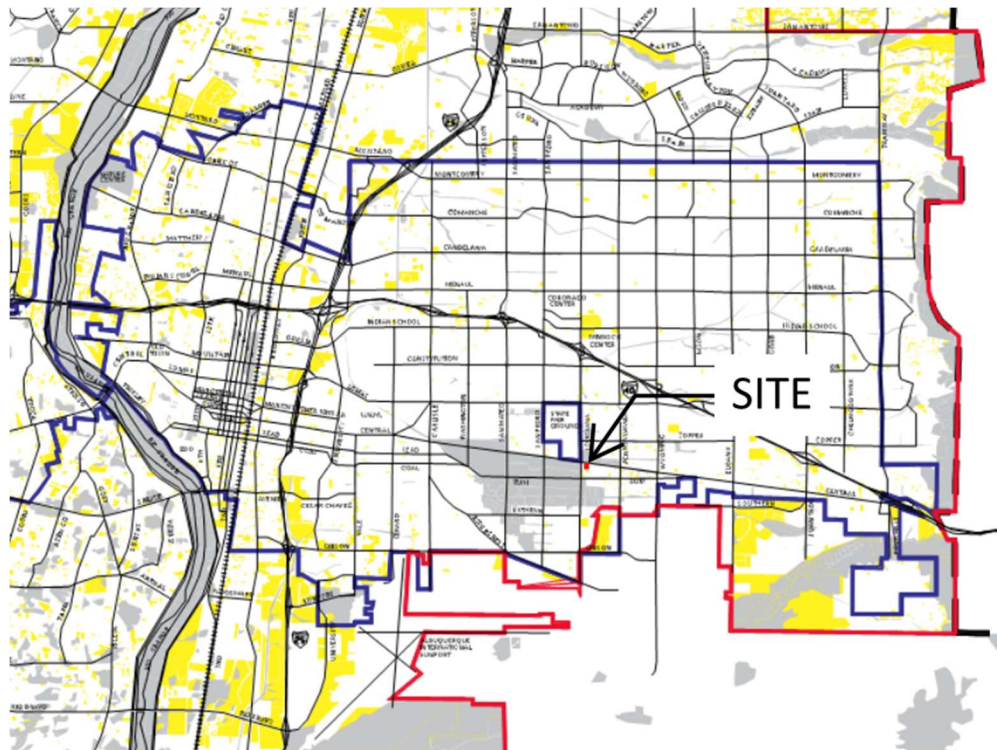
- Zone Atlas Map



**23. Design and Location-** Provide narrative and map to illustrate that Project is located in an **Infill Area** as defined within the City of Albuquerque 1960 Municipal Limits.

Somos is located within the 1960 Municipal Limits as indicated by the blue outline in the map below. The site, formerly the Blue Spruce Lounge at 7200 Central Avenue SE is at the corner of Central Avenue and Alcazar Street. The City of Albuquerque demolished the Blue Spruce Lounge in 2004 and the land has remained vacant since.

**Albuquerque 1960 Municipal Limits Map**



**24. Energy Efficient Construction** - Provide a narrative an explanation and statement of compliance from the Project Architect certifying the Project will meet all current **International Energy Conservation Code standards and Federal Requirements**, including but not limited to: the U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as applicable.

Somos Apartments will comply with the 2018 International Energy Conservation Code (2018 IECC) integrated into the building permit requirement for a 4-story commercial building including the commissioning of all public spaces and the mixed-use, for-lease commercial space. Residential spaces will have blower door testing, duct leakage testing, and design/installation best practices performed and observed by our 3<sup>rd</sup> party HERS rater and LEED for Homes consultant, Green Insight. Integration of LEED for Homes and Energy Star benchmarks will further enhance the energy use practices of the community while ensuring baseline code compliance is met and exceeded.

The Greater Albuquerque Housing Partnership places the federal requirements of affordable housing receiving HOME funds into our contracts with both the architect and the general contractor so that from day 1 the full team is working to meet and maintain compliance with U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the

Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as applicable.

**Attachment:**

**Appendix E**

- C2.24 Architect Statement of Compliance – IECC

**25. Energy Efficient Construction-** Provide documentation (i.e. narrative, checklist, Certification from green building professional), that the project anticipates meeting **LEED-H Silver or BGNM Silver or Enterprise Green Community Silver**, AND will meet relevant HERS Index for certification it is eligible for up to **15 points**. If project cannot not meet criteria above but can provide documentation that the project will have a **HERS Index of 75** or lower for renovation **OR 65** or lower for new construction, it is eligible for up to **5 points**.

Documentation including narrative, scorecard checklist, and draft compliance certificates are provided from Green Insight, an approved verification provider by the US Green Building Council for LEED for Homes program. Somos will achieve LEED-H Gold certification and a maximum HERS of 54 with costs included in the project.

**Attachments:**

**Appendix E**

- C2.25 Energy Efficient Construction
  - Green Building Narrative
  - LEED checklist (scorecard)
  - HERS and 2018 IECC Draft Compliance Certification

**26. Crime Prevention through Environmental Design-** Provide Certificate(s) of organization and/or property management staff which have attended the **Crime-Free Multi-Housing Training** and a narrative on their involvement with the Project.

Kelle Senyé, Deputy Director of Operations for GAHP completed the CFMHP in October 2019, and her certificate is attached in supporting documentation. In her role, Kelle will be able to support the CPTED and other CFMHP requirements during the design, construction, and long-term operation of the property. GAHP will hire a third-party management company, Monarch Properties, Inc. to oversee daily operations. The Regional Property Supervisor for Monarch, Kevin Mahon attended the CFMHP training in April 2016, and his certificate is attached. When the new property manager and maintenance technician are hired, they will be required to attend the next available CFHMP training.

**Attachment:**

**Appendix E**

- C2.26 CFMHP Certificates

**27. Crime Prevention through Environmental Design-** Provide a narrative to describe how the Project will be designed, built, managed and operated using CPTED principles.

Crime Prevention Through Environment Design (CPTED) principles are fundamental to the design of our communities. It is critical for residents to develop feelings of territoriality, an informal feeling of ownership of their homes and community to feel safe and relaxed with their neighbors. We strive to achieve this informal ownership through clear delineation of public spaces from the semi-private areas for residents only to the privacy of their individual apartment home. Activation of the site with walking paths, various nodes of socialization and seating and long lines of sight from all sides of the building, eliminate hiding places and ensure residents “own” and use the whole property and feel safe within it.

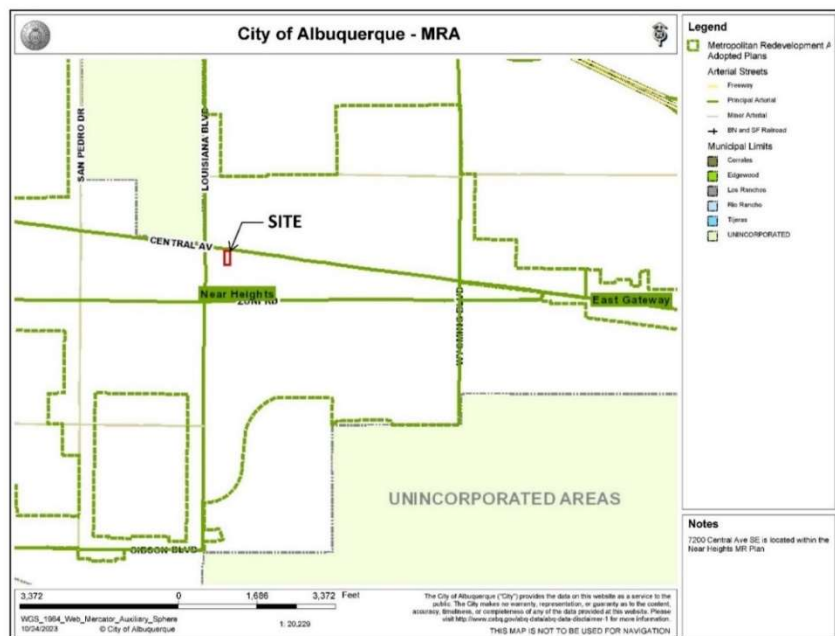
In addition to informal ownership, the design includes layers of access control provided from secure and highly visible fencing, gates, and vehicular gates, illuminated building numbers, high visibility and well-lit entries with security cameras, and access control that does not allow access to resident areas without a key fob. We use key fobs instead of keys or keypads with codes because the key fob is assigned to a unit number and trackable back to the resident and individuals on their lease such as a family member to check on a loved one or to an in-home care provider or case manager. Well-lit hallways, visible unit numbers, proper deadbolt and wide-angle eye viewers for resident entry doors provide additional layers of security for the resident and property management.

Once the community is placed-in-service, the CPTED requirements will be maintained. Control of exterior electrical outlets and water hydrants, which reduces opportunity and availability of electricity and water that entice trespassers to charge phone and fill water vessels. Inoperable vehicles will be cited as unacceptable in the lease agreement and allow management to remove any that appear at the community. Proper “no trespassing” signs, and placing landscaping materials that limit loitering, dissuade trespassers from sleeping or resting on the property. Landscaping will be maintained by a professional landscaping company with trees and shrubs trimmed for visibility. The regular landscaping maintenance will present an attractive scene for both the residents of the community, visitors, and the community at large.

Our property manager and maintenance staff are our number one resources for implementing CPTED principles. They know the typical patterns of behavior and the security issues that cause the most concern. We rely on their continual feedback both during design and after placed-in-service. We have strategically located our management office so that property management and maintenance staff can monitor the building's entry. Our residents are our next best resource. Getting to know your neighbors and creating defensible space for residents is a crucial factor in the success of access control. Encouraging residents' activities and social gatherings helps residents get to know each other and create relationships that help maintain the security and sense of safety for residents. Once they feel at home and form community, they defend the property by watching over their neighbors and letting management know what is happening after hours and on weekends. Our property managers appreciate and use the resident’s “ownership” of the community to inform ongoing management decisions including requesting property improvements as needed.

**28. MRA or TOD-** Provide a narrative and applicable map (with site identified) to illustrate that the Project is located in an Metropolitan Redevelopment Area or within 660ft. of a Transit Center or Transit Corridor?

The anchoring element of the Near Heights MR Area Plan is the creation of a Commercial Corridor Project that was later given life in the 2001 International Marketplace market study and design study as the expansion of an International Marketplace at the intersection of Louisiana and Central. The concept was to establish an array of ethnic businesses providing diverse services that appeal to the adjacent culturally rich neighborhoods and draw shoppers and visitors from all over the city and region. The International Marketplace development was to include the Talin supermarket, retail, office,



and residential dwellings within the larger 6-acre corner. GAHP is committed to all five factors identified in the MR Area Plan that determined Louisiana and Central as the right location of the International Marketplace. All five are still relevant today and we feel confident will be achieved through the public private partnership with GAHP and the mixed-used design we propose.

1. **Eliminates blight and prevents further deterioration of property values in the area.** The MR Area Plan took great effort to identify areas of blight and disruption in the community using neighborhood surveys. These survey results identified the Blue Spruce Lounge as a blight on the community that needed to be removed. In 2004, The City of Albuquerque was successful in acquiring and demolishing the Blue Spruce which occupied the site. Despite these planning efforts, the site remains vacant and undeveloped with over-grown weeds, litter, and security fencing. By developing the site with a large capital investment of new housing, retail space, new landscaping and lighting, and new residents calling Somos home, we will eliminate the blighted conditions and prevent further deterioration of property values in the area.
2. **Stimulates public and nonprofit/private investment in the area.** Somos will be a public private partnership through GAHP, MRA, and HHH to convert a difficult to develop site into a mixed-use community investment that will help transform and invigorate the site into the physical and symbolic center of ethnic businesses and community institutions envisioned for the neighborhood. Somos will invest \$17.6 million in construction costs to achieve the vision of a welcoming and diverse community hub that will contribute to the revitalization of the International District. The timing of this investment is optimal to bring new life into the International Marketplace during this period of renewal and recovery while providing needed housing to area residents.
3. **Increases the number of jobs in the area and increases the patronage of local businesses.** The International Marketplace has been successful but is suffering from disinvestment resulting from the economic stresses we have experienced since the great recession in 2008 and the Covid Pandemic in 2020. Surrounding businesses have closed their doors and the lack of services for people living without shelter is hard on private business owners and city infrastructure. GAHP intends to use the retail space, through collaboration with the International District Community Development Corporation (IDCDC), to incubate new local businesses grown from the Trumbull and La Mesa community. As estimated by WeAreApartments.org, Somos will generate 123 jobs with an estimated economic impact of \$23 Million. New residents of housing that is affordable have more discretionary money available to patronize local businesses because they do not have to spend more than 30% of their income on housing.
4. **Empowers residents while furthering economic self-sufficiency and sustainability.** GAHP's mission is to create exceptional housing that promotes household stability and vibrant communities. Affordable housing with income restrictions provides a housing option for residents to keep their housing costs low, reducing the risk of the resident becoming housing cost burdened, and allowing the resident to free up disposable income they might not otherwise have available. Utilization of 25 Project Based Vouchers (PBV) makes units available to residents with low and very low incomes so they pay no more than 30% of their income towards rent. The high level of energy efficiency with a Home Energy Rating System (HERS) index of 55 or better means decreased utility costs for Somos residents. This combination of affordable rents and decreased energy costs empowers residents towards self-sufficiency and improved household stability outcomes.
5. **Promotes the image of a safer community.** Removing vacant and unused parcels is the first step toward actual and perceived improvements to safety. Somos will be designed with Crime Prevention Through Environmental Design (CPTED) principles that all contribute to a sense of safety and belonging that decreases opportunities for crime. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape

with sidewalk tables and chairs, storefronts, and shop displays bring neighbors together and create collective “eyes on the street” that promotes the image of a safer community.

**29. QCT-** Provide a narrative and applicable map (with site identified) to illustrate that the Project is located in a Qualified Census Tract?

Somos is located at 7200 Central Avenue SE, Albuquerque NM, which is within the 2023 and 2024 HUD Qualified Census Tract (QCT) 6.05.

**Attachment:**

**Appendix E**

- C2.29 QCT Maps

**30. Unit Mix-** Provide a narrative explaining if 30% of the total units will be set aside for households at or below **30% AMI**?

Somos Apartments will set aside 21 units at or below 30% AMI representing 30.00% of 70 total units. 21 one-bedrooms will be set aside for these households as evidenced by the occupancy information in Appendix A and the budget is included in Appendix B: “Rents and Income” and “Operating Pro Forma” tabs. All income restricted households will be “Income Qualified” in accordance with 24 CFR Part 5.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR LIHTC	100% of Project Based Vouchers 30	15	570
1 BR LIHTC	100% of LIHTC 30 AMI	6	570

**31. Unit Mix-** Does the Applicant provide a narrative explaining if 50% of the total units will be set aside for households at or below **50% AMI**?

Somos Apartments will set aside 35 units at or below 50% AMI representing 50% of 70 total units. (Somos will set-aside 21 units at or below 30% AMI representing 30.00% of 70 total units plus an additional 14 units at or below 50% AMI representing 20.00% of 70 total units.) There will be 35 one-bedrooms available to households at or below 50% AMI as evidenced in the occupancy information of Appendix A and the budget is included in Appendix B: “Rents and Income” and “Operating Pro Forma” tabs. All income restricted households will be “Income Qualified” in accordance with 24 CFR Part 5.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR Low HOME LIHTC	100% of Low HOME	3	570
1 BR LIHTC	100% of LIHTC 50 AMI	1	570
1 BR LIHTC	100% of Project Based Vouchers 50	10	570
1 BR LIHTC	100% of Project Based Vouchers 30	15	570
1 BR LIHTC	100% of LIHTC 30 AMI	6	570

**32. Unit Mix-** Does the Applicant provide a narrative explaining if 15% of the total units will be set aside for households at **Market Rate**?

Somos Apartments proposes 11 market rate units, and the rents will be determined based on market study achievable rents. If awarded, a current market study will be provided. This set aside is demonstrated in the unit mix on the occupancy information of Appendix A and the budget is included in Appendix B: “Rents and Income” and “Operating Pro Forma” tabs.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR Market	100% of Market	11	570

### 3. FUNDING INFORMATION

Please specify the source of funds requested. Affordability requirements are imposed per requirements below, as well as in Attachment A to this application. Please note that the funding source may be changed at the discretion of the City.

Funding Source	Amount Requested	Proposed Use of Funds (Acquisition, Development, Rehabilitation)	Affordability Requirements Per Attachment A
<b>HOME Program</b> (HOME Investment Partnerships Program)	<b>\$2,409,978.54</b> (\$2,064,641.34 HOME + \$345,337.20 CHDO)	Development of 70 multifamily apartments	Under \$15,000 5 years \$15,000 - \$40,000 10 years > \$40,000 or rehabilitation 15 years involving refinancing <b>New Construction or 20 years</b> acquisition of newly constructed housing

**A.** All housing units which utilize HOME funding and are designated as “affordable” to households at or below 80% AMI, must also meet the HOME Maximum Per-Unit Subsidy Limits as Provided in **APPENDIX G**.

**The 2023 HOME Maximum Per-Unit Subsidy Limits for Albuquerque are as follows:**

**0 BR<\$173,011.20; 1 BR<\$198,331.20; 2 BR<\$241,176.00; 3 BR<\$312,004.80; 4+ BR<\$342,482.40.**

To ensure that the HOME investment in a project is commensurate with the number and type of units designated as HOME-assisted and subject to HOME’s income and rent restrictions. An optional **APPENDIX F – HOME Cost Allocation Tool**, is provided for developers use and may be submitted in response to the RFP to illustrate the method of cost allocation.

Does the proposed project adhere to the federal requirement listed above?

  X   Yes

           No

**B. Provide documentation for all Project financial commitments as Exhibit B.**

- Raymond James LOI
- Bank of Oklahoma LOI

#### 4. OCCUPANCY INFORMATION

##### A. Please specify the target income populations to be served:

☒ 30% of Area Median Income

☒ 50% of Area Median Income

☒ 60% of Area Median Income

Bedroom Size	Total Units	# of Units at or below 30% AMI	# of Units at or below 50% AMI	# of Units at or below 60% AMI	# of Units at or below 80% AMI	# of Units at Market Rate or Unrestricted
0						
1	70	21	14	24		11
2						
3						
4						

How many units will be designated as High HOME Units: 10

How many units will be designated as Low HOME Units: 3

Will HOME designated as Fixed or Floating? floating

B. Does the project currently or expect to receive Project-Based Section 8 subsidies?

☒ Yes

☐ No

C. Will the project accept Section 8 vouchers?

☒ Yes

☐ No

D. Special Needs and Target Population

1. List those units restricted to occupancy by Special Needs Tenants or Target Populations:

Number of Units	Population Type
	N/A

2. Are Supportive Services being provided to Special Needs tenants? ☐ Yes ☐ No **N/A**

Please describe provided services: **N/A**

3. Are Supportive Services specific to Target Population?

☐ Yes

☐ No **N/A**

Please describe provided services: **N/A**

4. Please specify who will be providing the Supportive Services: **N/A**

5. Are costs of Supportive Services included in the rent?

☐ Yes

☐ No **N/A**

Cont'd



#### 4. SITE INFORMATION

A. Site control is in the form of:

☒ Deed      ☐ Option to Purchase      ☐ Purchase Contract      ☐ Lease

Please provide proof of site control as Exhibit C.

**Land is City-owned and the Deed will be transferred by Development Agreement with the City of Albuquerque.**

- **Exhibit C – Site Control**
  - Site Control - MRA Notice of Decision

If site control is in the form of a lease, please specify the lease term: N/A Years

Are there any Use or Deed Restrictions on the site? ☐ Yes ☒ No

If yes, please specify:

Please indicate the expiration date of the contract, option, or lease term: N/A

Name of Seller or Lessor:

N/A

Seller or Lessor Address:

N/A

Telephone Number:

N/A

Email address:

N/A

Is there any direct or indirect financial or other interest between the buyer and seller? ☐ Yes ☒ No

If "yes", please explain how there is not a conflict of interest:

N/A

Please disclose any other site conditions, development/other limitations, or environmental concerns:

In response to the MRA RFP #01-2023, we have committed to a number of prospective development requirements including:

- Component Incorporated into Project Points
- Project includes on-site EV Charging stations
- Project is built to be solar-ready
- Project only includes electrical appliances
- Project encourages alternative transportation:
  - >Includes a dedicated ride share loading space
  - >Provides a parking ratio less than 0.8 parking spaces per unit
- At least 50% of units are at or below 600 usable square feet
- Includes at least 1,000 square feet of retail space
- Adds density at 72 dwelling units per acre
- Includes at least 60% of units at or below 80% AMI
- Adds a public-facing mural of at least 150 square feet
- Developer is a local business



B. Is there a current **Appraisal** or Statement of Value?   X   Yes        No  
If available please provide as **Exhibit D**.

C. For new construction, Project is **not** located in a floodplain or will be constructed in a manner that it can be removed from the floodplain. ☒ Yes ☐ No  
Provide Flood Plain map as **Exhibit E**

D. Planning

Is a Market Study, dated no more than 6 months prior to application date, available? ☐ Yes ☒ No

IF a current Market Study is available attach as Exhibit G. IF a current Market Study is not available at the time of application, one will be required prior to preparation of a development agreement. (WHTF and other Non-HOME funding a Market Study is required for projects of 16 or more units)

Please specify the zoning for the development site:	MX-M
Evidence of zoning consistent with proposed use as identified in the City's IDO. <b>Provide a map to show current zoning as Exhibit F</b>	
Is the zoning consistent with the development being proposed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "No", please indicate the status and anticipated date of resolving all zoning inconsistencies:	
Has the City approved the site plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the City issued a building permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are all utilities available to the perimeter of the site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No", please specify which utilities need to be brought to the site:	
Please indicate who is responsible for bringing utilities to the site:	
Developer	
Specify the conditions that must be met to develop the site: Secure site control through City Council approval of the Development Agreement with the Metropolitan Redevelopment Agency for the City of Albuquerque for the design and construction of the affordable housing community as described within this application. Use is permissive under MX-M, site is 0.949 acres. Zoning approval will require the standard City of Albuquerque Planning Department approval process. Timing of process to be concurrent with construction documents and issuance of the building permit.	

#### D. Proposed Improvements

Please check all that are applicable to the project:

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Rehabilitation of Existing Building      |  |
| <input type="checkbox"/> Detached                    | <input type="checkbox"/> Manufactured/Modular/Mobile              | <input type="checkbox"/> Townhome              |
| <input type="checkbox"/> Semi-Detached Duplex        | <input checked="" type="checkbox"/> High rise (4 stories or more) | <input type="checkbox"/> Midrise (2-3 stories) |
| <input type="checkbox"/> Special Needs               |   |  |

☐ Other (please describe):

Is any portion of the building used for other than habitable residential purposes? ☒ Yes ☐ No

If yes, please explain:

~1,000 sf leased commercial space

Please identify the following for the project:

Total Land Area: 0.949	Building Square Footage: 63,399	No. of Floors in Tallest Bldg.: 4	No. of Elevators: 1
Total No. of Units: 70	Number of Handicap Accessible Units: 7	Structural System: Wood-frame	Exterior Finish(es) Stucco, Glass, TPO roof

#### E. Appliances and Amenities Provided Without Additional Charge

Amenity/Appliance	Market Units		Affordable Units	
	Yes	No	Yes	No
Refrigerator	X		X	
Gas Range		X		X
Electric Range	X		X	
Dishwasher		X		X
Disposal		X		X
W/D Hookups	X		X	
A/C	X		X	
Evaporative Cooling		X		X
Carpet		X		X
Drapes/Shades	X		X	
Exhaust Fan	X		X	
Range Hood	X		X	
Other (please list): Washer/Dryer in unit	X		X	

**F. Monthly Utility Allowance Calculations**

Utilities	Type of Utility (Gas, Electric, etc.)	Utilities Paid By:		Utility Allowance by Bedroom Size				
		Owner	Tenant	0 BR	1 BR LIHTC	1 BR HOME	1 BR PBV	# ___ Br
Heating	Electric Heat Pump		X		15	15	15	
Evaporative or A/C	Electric		X		7	7	7	
Cooking	Electric		X		5	5	5	
General electric	Electric		X		26	26	28	
Hot Water.	Electric	X						
Water		X						
Sewer		X						
Trash		X						
<b>Total Utility Allowance for Units</b>					<b>\$53</b>	<b>\$53</b>	<b>\$55</b>	
				<b>Local PHA</b>		<b>Utility Co</b>		<b>Other</b>
Source of Utility Allowance Calculation				<b>X<sup>1</sup></b>				<b>X<sup>2</sup></b>
<b>NOTE: Documentation to support Utility Allowance claims from the identified source must be submitted with this Application. Failure to do so will result in the Application being deemed incomplete.</b>								

**PROVIDE DOCUMENTATION TO SUPPORT UTILITY ALLOWANCE CALCULATIONS AS EXHIBIT H**

**<sup>1</sup>ABQ Housing Authority UA schedule <sup>2</sup>Zeffert & Associates 3<sup>rd</sup> party UA report**

**4. ACQUISITION OF PROPERTY WITH EXISTING BUILDINGS N/A**

1. Please designate project type: <input type="checkbox"/> Acquisition/Rehab <input type="checkbox"/> Acquisition/Demolition/New Construction <b>N/A</b>	
2. Are buildings currently vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
3. Does this project involve relocation of current occupants? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
If "Yes", does the project comply with the Uniform Relocation Assistance & Real Property Act of 1970? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
Please describe the proposed relocation assistance and plan. If no relocation is necessary provide a statement of non-displacement. (If proposed project is to be federally funded it must comply with the displacement, relocation, and acquisition requirements implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201- 4655) and implementing regulations at 49 CFR Part 24; and if funded with other than federal resources, it must comply with City of Albuquerque relocation requirements):  <b>N/A</b>	
Name the funding source for relocation assistance: <b>N/A</b>	
Provide commitment letter from funding source(s) as Exhibit I Yes ____ No ____ <b>N/A</b>	
4. If vacant, indicate the last date of occupancy:	<b>N/A</b>
5. Year Construction was completed:	<b>N/A</b>
6. If building was constructed prior to 1978, please respond to the following: <b>N/A</b>	
a. Has the property been tested for lead-based paint? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
b. Provide copy of lead-based paint test survey and testing results (pre-1978 – all painted surfaces) as Exhibit J <b>N/A</b>	
c. Has the building been tested for asbestos? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
d. Provide copy of asbestos testing results as Exhibit K <b>N/A</b>	
7. Has a Phase I Environmental Assessment been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
8. Provide copy of summary of findings of Phase I Environmental Assessment as Exhibit L <b>N/A</b>	
9. Property was acquired from: <input type="checkbox"/> a related party <input type="checkbox"/> an unrelated party <b>N/A</b>	
10. Is the project a historic building? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
11. Is the property located in a historic district? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
12. Was the property previously subsidized with federal funds? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>	
If "Yes", please specify the source of funding:	<b>N/A</b>
Please specify the year funding was provided:	<b>N/A</b>

The City of Albuquerque reserves the right to request additional materials as needed or require changes in the information submitted herewith. The City of Albuquerque may adjust any or all figures provided herein for underwriting purposes.

### Applicant Certification

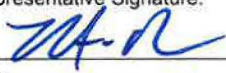
The undersigned hereby certify that the Project will meet the following minimum property standards:

- All State and Local codes and ordinances that apply to the project regardless of whether the Project involves acquisition, rehabilitation or new construction.
- Uniform Federal Accessibility Standards. The UFAS standards apply to new construction and substantial rehabilitation, in accordance with Section 504 of the Rehabilitation Act of 1973 (if awarded federal funding).
- International Energy Conservation Code and Site and Neighborhood Standards, for new construction projects (if awarded federal funding).
- Fair Housing Amendment Act Guidelines.

The undersigned acknowledges the receipt of affordability requirements for the funding source being requested and understands that the required affordability terms will be imposed upon the Project should funding be awarded.

The undersigned hereby applies for the item(s) as specified above and represents that the property described herein will not be used for any illegal or restricted purposes. The undersigned certifies that the statements made in this application and all attachments are true, correct and complete. Verification may be obtained from any source necessary.

#### Original Signature Required

Applicant Name: Greater Albuquerque Housing Partnership	
Applicant Representative Signature: 	Title: Executive Director
Printed Name: Felipe Rael	Date: <i>October 31, 2023</i>

## Additional Required Information

Provide a certificate from a third party certified public accountant which states that for the developer's current housing projects in operation for over three years, that the projects have maintained a positive operating cash flow from operating income alone, for the year in which each development's last financial statement has been prepared, and have funded reserves in accordance with the partnership agreements and any applicable loan documents as Exhibit M.

### Development Experience:

As part of the Project Proposal, developers must submit a CHDO/AHDO Application and supporting documentation to be evaluated as a Community Housing Development Organization or Affordable Housing Development Organization. If development team experience is not consistent with the experience required for the project being proposed, please provide details regarding how you plan to gain expertise in the proposed program, in order to ensure that the team is competent in developing and managing the property in compliance with program requirements.

Describe proposed actions:

The development team experience is consistent with the experience required for Somos. GAHP is currently a CHDO and has developed multiple affordable housing developments in Albuquerque:

- Plaza Feliz (2012) – 66 units
- Plaza Ciudadana (2014) – 68 units
- Cuatro (2016) – 56 units
- Casa Feliz (2017) – 89 units
- Sterling Downtown (2018) – 107 units
- Inca Street (2019) – 12 units
- Luminaria Senior Community (2022) – 92 units
- PAH! Hiland Plaza (2023) – 92 units
- Farolito Senior (2025) – 82 units

### Consolidated Plan Compliance:

Please provide a description of how the proposed project is consistent with the City's Consolidated Plan Strategic Plan goals. Refer to: <https://www.cabq.gov/health-housing-homelessness/documents/draft-consolidated-plan-web.pdf>

GAHP has a long history of being a strong partner in meeting the City of Albuquerque's housing and community development needs as outlined in the goals of the Health, Housing & Homelessness Department and the City's Consolidated Plan particularly through our affordable multifamily housing communities and subsequent neighborhood revitalization. As a Community Housing Development Organization, GAHP has been a recipient of the CHDO operating funds which have contributed tremendously to achieving the goal of Affordable Housing Development. The City of Albuquerque has identified five Fair Housing Goals in response to the 2023 Assessment of Fair Housing (AFH). GAHP addresses four of the five through the proposed project.

- 1) Increase the number of affordable housing units.
- 2) Expand housing opportunities for at risk populations (persons with disabilities, victims of domestic violence, seniors, homeless, extremely low-income households).
- 3) Increase community education about affordable housing.
- 4) Increasing understanding of housing discrimination and Fair Housing.

Somos will increase the number of affordable housing units for at-risk populations described in the 2023-2027 City of Albuquerque Consolidated Plan (Plan). Somos provides an opportunity to bring the need for affordable housing and housing discrimination in the International District to the larger community. GAHP will utilize this opportunity to educate and inform neighbors, businesses, and other stakeholders to increase awareness and understanding of affordable housing and Fair Housing issues to highlight how housing that if affordable leads to housing stability and improved health outcomes and benefits the entire community.

Somos meets the Plan's need for city-wide investment and will target the Near Heights Community Planning area. The largest number of households with severe cost burden and with multiple housing problems were households of color and immigrant households in the International District. Providing modern, energy-efficient housing options for renters in the International District is of vital importance for the equity of housing opportunities within the city and considerable investment in new housing and improved infrastructure must be made to overcome the disinvestment that has contributed to the substandard housing throughout the district.

Somos aligns with the priority needs outlined in the Plan targeting identified at-risk populations including but not limited to households with extremely low, low, moderate, and middle income and households with special housing needs.

### **Priority Need 2: Affordable Housing Development**

**Plan Goal:** Increase access to safe, decent, and affordable housing for low to moderate income residents.

**Basis for Relative Priority:** Overall, the biggest need mentioned by providers in community stakeholder interviews, community focus group meetings, and the community survey was for preserving current and building additional affordable housing units for all incomes, but especially extremely low and low-income residents.

**Somos Contribution:** According to the Plan, "the quality of some of the more affordable rental units is not good, especially in certain parts of the city, most notably the International District." Somos will provide 70 units of mixed-income rental housing, providing a significant contribution toward the 180 units anticipated with HOME funds between 2023-2027. Somos will serve targeted populations of extremely low-, low-, moderate- and middle-income households, individuals, elderly, and at-risk households with special needs by setting aside 30% of the units for households with income at or below 30% AMI, and 50% of the units for households with incomes at or below 50% AMI. Somos will utilize the City of Albuquerque investment to contribute to develop an apartment community that provides sustainable, innovative, regenerative, and revenue-producing possibilities through its design, services, and community collaborations.

### **Priority Need 4: Homeless Prevention Programs**

**Plan Goal:** Increase access to homeless prevention programs for low to moderate income residents.

**Basis for relative priority:** One of the leading factors of the rise in homelessness in the city is the rising cost of rent and the lack of affordable rental units. Preventing homelessness through prevention programs can help keep individuals and families off the street.

**Somos Contribution:** GAHP has applied for Project Based Vouchers from the Albuquerque Housing Authority and will accept Housing Choice Vouchers to help serve households on the public housing waiting list and households with extremely low income. The combination of housing that is affordable to low-income households and on-site enrichment services means a stable, sustainable home for Somos residents. Collaboration with local health providers will create access to services that promote healthy living and housing stability.

### **Priority Need 6: Public Facilities and Infrastructure**

**Plan Goal:** Enhance and develop public facilities and infrastructure in Albuquerque.

**Basis for relative priority:** Enhancing existing public facilities and infrastructure will allow the City of Albuquerque to continue to grow into a vibrant and livable city for all residents. Focusing on greenspace and revitalization will address the needs of many key stakeholders identified as they relate to improving quality of life in Albuquerque.

**Somos Contribution:** As noted by community members, and included in the Plan, Non-Housing Community Development Needs, there are several low-income neighborhoods that lack basic infrastructure improvements

such as sidewalks, curb and gutter, drainage and water and sewer improvements. One of those neighborhoods included was the International District.

GAHP will apply for CDBG funds to help pay for offsite infrastructure improvements needed for utility connections, repair of existing sidewalks, increasing accessibility of existing sidewalks, patch existing concrete curb and gutter, install new drive pad entry, removal of and patching of any drive pad entries along Central Avenue that would have served previous uses, and installation of street trees or other landscaping outside the property lines. These elements of redevelopment are key to achieving both the city's goals and that of the community for a vibrant and livable city.

#### **Priority Need 8: Economic Development Opportunities**

**Plan Goal:** Increase economic development opportunities for low to moderate income residents.

**Basis for Relative Priority:** Economic development, especially livable wage jobs, will help low to moderate households become more self-sufficient and improve their ability to afford stable and quality housing for the long-term. Job opportunities also can help marginalize communities to build generational wealth.

**Somos Contribution:** Somos is an example of inclusionary housing that provides households with low incomes greater opportunities for economic advancement through housing affordability and stability through partnership with the International District Community Development Corporation (IDCDC). This combination of business development and new residents to support them and other area businesses enlivens the community with vibrant and needed activity and helps to secure the future of the International District.

#### **Workforce Housing Ordinance Compliance:**

Please provide a description of how the proposed project is consistent with the City's Affordable Housing Implementing Ordinance, to comply with Affordable Housing Act, NMSA 1978, §§ 6-27-1 et seq. Refer to Chapter 14, Article 21 of the City of Albuquerque's Code of Ordinances: [https://codelibrary.amlegal.com/codes/albuquerque/latest/albuquerque\\_nm/0-0-0-108823](https://codelibrary.amlegal.com/codes/albuquerque/latest/albuquerque_nm/0-0-0-108823)

N/A

#### **Prior Foreclosure:**

Developer/Co-Developer must list any projects they have owned or developed that has received a notice of default prior to foreclosure that has not been cured, is in the process of foreclosure, or has been fully foreclosed upon while the Applicant, Developer, general partner (or Person with a Controlling Interest in any of these entities) has/had an interest and/or involvement in the project and acknowledge the disclosures regarding the foreclosed property are accurate.

Project Name: N/A	Project Address: N/A
Project Name: N/A	Project Address: N/A

#### **Removal by Development Team Member:**

Developer/Co-Developer must list any projects previously awarded Federal, City, or Tax Credit funding within the last five (5) years in which they were terminated or removed by any other member of the Development Team.

Project Name: N/A	Project Address: N/A
Project Name: N/A	Project Address: N/A



**Fraud and Misrepresentation:**

Developer/Co-Developer must list any conviction, current indictment or complaint, or circumstances where it has been found liable, or is currently accused of fraud, in this State or any other State, or misrepresentation relating to: (a) issuance of securities; (b) the development, construction, operation or management of a Tax Credit or other government subsidized housing program; (c) the conduct of the business of the Developer, general partner or any Person with a Controlling Interest in either such party in any administrative or other proceeding; or (d) any filing with the Internal Revenue Service in any State.

1.

N/A

2.

N/A

**Qualifying Non-Profit Organization:**

☒ The qualifying non-profit is the sole developer for this project

If the qualifying non-profit is not the sole developer, please provide a description of the non-profit's participation in the development, operation, and management of the project:

GAHP will be the sole developer for this project and managing member, owning 100% of the General Partner LLC during the construction and long-term operation of the development and will make all development and management decisions.

If the qualifying non-profit is not the sole developer for this project, will the non-profit hold a 51% or greater interest in the General Partnership, or if a Partnership, or an LLC, will it be the Managing Member?

☐ Yes ☐ No N/A

The undersigned hereby certifies that the statements made in this attachment are true, correct and complete.

Developer Name: Greater Albuquerque Housing Partnership	
Developer Signature: 	Title: Executive Director
Printed Name: Felipe Rael	

Co-Developer Name: N/A	
Co-Developer Signature: N/A	Title: N/A
Printed Name: N/A	

## DEVELOPMENT SCHEDULE

Project Name:	Date:
Somos Apartments	October 31, 2023

		Date	Comments
<b>A.</b>	<b>Site Acquisition</b>	<b>12/4/2023</b>	Approval of MRA Development Agreement
<b>B.</b>	<b>Financing</b>		
<b>1.</b>	<b>Construction Loan</b>		
	Closing Date:	<b>12/1/2024</b>	
<b>2.</b>	<b>Partnership Closing</b>		
	Closing Date:	<b>12/1/2024</b>	
<b>3.</b>	<b>Permanent Loan</b>		
	Commitment Date:	<b>12/1/2024</b>	
	Closing Date:	<b>1/1/2027</b>	
<b>4.</b>	<b>Other</b>		
	Source of Funds:	<b>9% LIHTC</b>	
	Firm Commitment/Award Date:	<b>5/16/2024</b>	
<b>5.</b>	<b>Other</b>		
	Source of Funds:	<b>HUD HOME</b>	
	Firm Commitment/Award Date:	<b>12/18/2023</b>	
<b>C.</b>	<b>Environmental Review Completed</b>	<b>3/15/2024</b>	
<b>D.</b>	<b>HUD Authority to Use Grant Funds Issued</b>	<b>3/15/2024</b>	
<b>E.</b>	<b>City Council funding appropriation approval</b>	<b>12/18/2023</b>	Approval of Development Agreement
<b>F.</b>	<b>Plans Submitted to the City</b>	<b>9/1/2024</b>	
<b>G.</b>	<b>Building Permits Issued</b>	<b>11/15/2024</b>	
<b>H.</b>	<b>Notice to Proceed Issued</b>	<b>12/15/2024</b>	
<b>I.</b>	<b>Start of Construction</b>	<b>12/15/2024</b>	
<b>J.</b>	<b>Completion of Construction</b>	<b>6/30/2026</b>	18-month construction schedule
<b>K.</b>	<b>Estimated Placed-in-Service Date</b>	<b>6/30/2026</b>	
<b>L.</b>	<b>Estimated Lease-Up Date</b>	<b>9/30/2026</b>	

## Construction Financing Summary

Please specify the source(s) for all Construction Funds, inclusive of loan, grant, and other subsidy sources that are equal to 100% of the construction uses specified in the development proforma.

NOTE: If firm commitments are not available, identify the sources you plan to approach and describe your history of successfully obtaining funds from them in the past. If funding sources are identified to which you have not applied in the past, please describe your rationale for applying to them for this project.

Where funding commitments are in place, please provide documentation supporting the availability of construction funds for the project.

Uses of Funds / Total Development Cost	Amount	Source of Construction Funding
Remediation	\$75,000	HOME, LIHTC equity, construction loan
Site Work Costs	\$994,852	HOME, LIHTC equity, construction loan
Construction / Rehabilitation Costs	\$15,633,596	HOME, LIHTC equity, construction loan
Contingency	\$917,286	HOME, LIHTC equity, construction loan
Architectural / Engineering Costs	\$625,000	HOME, LIHTC equity, construction loan
Other Owner Construction Related Costs	\$125,000	HOME, LIHTC equity, construction loan
Construction Interest	\$750,000	HOME, LIHTC equity, construction loan
Other Interim Financing Costs	\$168,197	HOME, LIHTC equity, construction loan
Building Permits	\$125,000	HOME, LIHTC equity, construction loan
<b>Total Construction Costs</b>	<b>\$19,413,931</b>	

We are applying for a \$13,619,675 construction loan. On Appendix B: Sources and Uses by Month tab we are forecasting utilizing \$13,045,570. The difference between these two amounts is the timing of equity at construction completion along with deferral of cash payment on developer fee and funding of required operating reserves. The \$917,286 contingency and \$650k in non-deferred developer fee allows additional sources to absorb any cost overruns.

## DEVELOPMENT TEAM

Project Name: Somos Apartments	Date: October 31, 2023
Developer: Greater Albuquerque Housing Partnership	

**In accordance with the requirements of Section 5.5.2 of the Administrative Requirements for contracts awarded by the City of Albuquerque, Department of Family and Community Services, the Development Team shall be assembled in a manner that provides open and free competition.**

## APPLICANT

Name: Greater Albuquerque Housing Partnership	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@abqgahp.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  N/A	

## OWNER

Name: Somos Apartments Limited Partnership LLLP	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@abqgahp.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  TBD LIHTC Investor 99.99% (Limited Partner) Somos Apartments LLC 0.01% (General Partner)	

**GENERAL PARTNER or MANAGING MEMBER**

Name:

Somos Apartments LLC

Phone:

505.244.1614

Address:

320 Gold Ave SW, Ste 918, Albuquerque, NM 87102

Contact Person:

Felipe Rael

Contact Person Title:

Executive Director

Contact Person Phone Number:

505.244.1614

Contact person email address:

info@abqgahp.org

List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):

The Greater Albuquerque Housing Partnership will own 100% of the General Partner interest.

**DEVELOPER**

Name:

Greater Albuquerque Housing Partnership

Phone:

505.244.1614

Address:

320 Gold Ave SW, Ste 918, Albuquerque, NM 87102

Contact Person:

Felipe Rael

Contact Person Title:

Executive Director

Contact Person Phone Number:

505.244.1614

Contact person email address:

info@abqgahp.org

List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):

N/A

**CO-DEVELOPER**

Name:

N/A

Phone:

Address:

Contact Person:

Contact Person Title:

Contact Person Phone Number:

Contact person email address:

List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):

**DEVELOPMENT CONSULTANT**

Name:

N/A

Phone:

Address:

Contact Person:

Contact Person Title:

Contact Person Phone Number:

Contact person email address:

List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):

**GENERAL CONTRACTOR**

Name:

TBD

Phone:

Address:

Contact Person:

Contact Person Title:

Contact Person Phone Number:

Contact person email address:

List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):

**ENERGY CONSULTANT**

Name:

Green Insight, LLC

Phone:

833.476.8326

Address:

10008 Quintessence Rd NE, Albuquerque, NM 87122

Contact Person:

Ryan Moore

Contact Person Title:

LEED for Homes QAD, Green Rater, HERS  
Rater

Contact Person Phone Number:

833-GRN-TEAM (476-8326) ext. 700

Contact person email address:

rmoore@thegreeninsight.com

**ARCHITECT**

Name:	Phone:
Hartman + Majewski Design Group	505.242.6880
Address: 120 Vassar Dr SE, Suite 100, Albuquerque, NM 87106	
Contact Person:	Contact Person Title:
Doug Majewski	President
Contact Person Phone Number:	Contact person email address:
505.998.6431	dmajewski@designgrouponm.com

**MANAGEMENT COMPANY**

Name:	Phone:
Monarch Properties, Inc	505.260.4800
Address: 1720 Louisiana Blvd NE, Ste #402	
Contact Person:	Contact Person Title:
Jack MacGillivray	Vice President
Contact Person Phone Number:	Contact person email address:
505.260.4800	jmacg@monarchnm.com

**SYNDICATOR**

Name:	Phone:
TBD	
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:

**Procurement Process**

Describe the process for assembling the Development Team:

GAHP has a proven thirty-year track record, and our success is through a combination of long-term partners and competitive processes for selecting new ones. GAHP has selected five team member firms based on their experience and long-term performance with GAHP since 2010. Monarch Properties, Inc. is our third-party management group. Monarch has successfully managed all GAHP properties, starting with Plaza Feliz and continuing through our most recent lease-up, PAH! Hiland Plaza. Green Insight serves as our energy efficient consultant based on their experience with HERS & LEED, but also the local building science knowledge based on the local climate.

Hartman + Majewski Design Group (DG) is selected as architect based on their performance with Plaza Ciudadña, Casa Feliz, and PAH! Hiland Plaza. Dan Pick serves as tax counsel based on his experience working with the City of Albuquerque, MFA, and financial partners. GAHP will issue a competitive process for the selection of construction manager in June/July 2024 based on GAHP's procurement procedures approved by the GAHP



Board of Directors. Once we receive an allocation of tax credits, GAHP will then issue a competitive process for equity investor and construction/permanent lender. GAHP utilizes referrals from our trusted partners to recruit other team members.

## Conflict of Interest

Describe any direct or indirect financial or other interest any member of the development team may have with another member of the development team or between any of the parties involved in the acquisition, construction, refinancing, rehabilitation, or management of this project:

Currently, there are no direct or indirect financial or other interests between any members of the development team.

## Capacity

Provide a narrative description of the Development Team's organizational capacity and the role to be played by each key member:

GAHP was incorporated in 1993 as a 501(c)(3) non-profit corporation and was Albuquerque's first citywide Community Housing Development Organization (CHDO). Working primarily in Albuquerque's older neighborhoods, GAHP oversees the design, construction, and operations throughout the affordability period of new, affordable rental homes and developments. To date, GAHP has developed and/or sponsored 704 affordable and market-rate rental units and 98 affordable and market-rate single family homes.

In 1996, GAHP developed its first LIHTC development with the 214-unit Bridgepoint Apartments. From 1996 to 2008 the organization primarily developed single family homes and townhomes and created homebuyer programs to enable families to purchase their first home. Since 2010, GAHP has developed 9 apartment communities totaling 652 new affordable housing units and 12 rehab units, funded with Low Income Housing Tax Credits and City of Albuquerque funds (HOME, Workforce Housing Trust Fund, and Affordable Housing Fund 240). We have successfully leveraged HOME dollars for five of our developments, Cuatro, Plaza Feliz, Luminaria Senior Community, PAH! Hiland Plaza, and Farolito Senior Community, to maximize the number of affordable housing units. Farolito Senior Community will begin construction in early 2024, giving us the experience of sourcing domestic content building materials through the Build America, Buy America Act prior to constructing Somos.

GAHP is committed to building a better Albuquerque. In our 2024-2028 Strategic Plan, we envision a future where everyone can create community, connection, and joy in a home of their choice. To that end we established specific action steps to strengthen a diverse staff and board that will inform best practices for more diverse and equitable opportunities. We regularly engage with Neighborhood Associations before, during, and after the development process. Community meetings are conducted as listening sessions to ensure we are taking the needs and wants of our neighbors into account as we move forward with our development plans. Once our communities are placed in service, we continue to be good neighbors. Our Enrichment Services Coordinators are members of or attend Neighborhood Association meetings and partner with community-based health providers to provide classes and resources to our residents to help residents maintain housing stability and improve health outcomes. We host neighborhood events at our properties, maintain our properties as clean and litter-free, and promote the security and safety of our residents.

Executive Director, Felipe Rael has over 20 years of housing finance expertise including Low Income Housing Tax Credits, bond financing, the Federal Home Loan Bank of Dallas Housing Program, and the State of New Mexico affordable housing development programs. Director of Housing Development, Miriam Hicks, RA, is a licensed Architect with over 25 years in the design and construction industry and oversees the development of

our apartment communities from site identification to design and construction. Deputy Director of Operations, Kelle Senyé, is an ARM® and CPM® with over 30 years in the apartment industry who lends her expertise in the overall operations of the apartment communities, marketing, and social service delivery. Director of Community Relations, Laurie Frappier, is a nonprofit leader and housing advocate who provides community outreach and communications for the organization. Rita Gonzalez, Controller is a Certified Public Accountant with over 35 years of accounting experience. Robert Sitkowski, AICP, ESQ., Associate Director of Housing Development, has over 35 years of experience in all aspects of real estate development, including law, urban planning, urban design, and architecture. Enrichment services coordinators David Poole and Kenzie Davison provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

In addition to its internal development team, GAHP partners with local leaders in affordable housing development and operations and each has experience working with us on federally funded projects. We require that our architects and contractors carry the pass-through Federal Requirements in their contracts. The development team will work closely with Hartman + Majewski Design Group, Green Insight, and Monarch Properties, previous partners on GAHP's affordable housing development projects. Hartman + Majewski Design Group was the design team for Plaza Ciudaña, Casa Feliz, and PAH! Hiland Plaza. They are a trusted team excited to contribute their design expertise to provide beautiful new rental homes for Albuquerque seniors and veterans. Green Insight provides technical assistance for environmental considerations. Monarch Properties are specialists in full-service multi-family apartment management, whom GAHP has partnered with for all its apartment communities since 2010 serving seniors, households with special needs, and households with children.

## **DEVELOPMENT TEAM RESUMES**

**Attach those resumes for entities other than the not-for-profit applicant submitting documentation in the AHDO/CHDO application.**

Resumes for the following are attached as **Exhibit N**

- Hartman + Majewski Design Group
- Green Insight, LLC
- Monarch Properties, Inc.

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  Somos
Developer Team Member Company:  Greater Albuquerque Housing Partnership

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Developer listed above, as it relates to their performance in the development and operation of housing under a federal, Low-Income Housing Tax Credit, State, local or other governmental agency, or Work Force Housing Trust Fund assisted activity, inclusive of curing of or failure to cure any project non-compliance, and an formal/informal action by your agency as it relates to the aforementioned entities' assisted development. Any other development data that would be relevant to the City in its assessment of their development experience and compliance record would be appreciated.

Developer Team Member Company Name:  Greater Albuquerque Housing Partnership	
Developer Team Member Signature:  	Date:  10/31/2023
Printed Name:  Felipe Rael	Title:  Executive Director


## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <b>Somos</b>
Developer Team Member Company:  <b>Hartman + Majewski Design Group</b>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Developer listed above, as it relates to their performance in the development and operation of housing under a federal, Low-Income Housing Tax Credit, State, local or other governmental agency, or Work Force Housing Trust Fund assisted activity, inclusive of curing of or failure to cure any project non-compliance, and an formal/informal action by your agency as it relates to the aforementioned entities' assisted development. Any other development data that would be relevant to the City in its assessment of their development experience and compliance record would be appreciated.

Developer Team Member Company Name:  <b>HARTMAN + MAJEWSKI DESIGN GROUP</b>	
Developer Team Member Signature: 	Date:  <b>10/23/2023</b>
Printed Name:  <b>KETAN BHARATIYA</b>	Title:  <b>PRINCIPAL ARCHITECT</b>


## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name: <b>Somos</b>
Developer Team Member Company: <b>Green Insight, LLC</b>

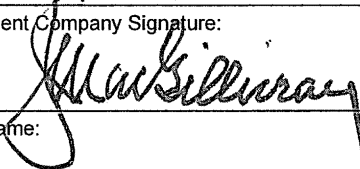
We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Developer listed above, as it relates to their performance in the development and operation of housing under a federal, Low-Income Housing Tax Credit, State, local or other governmental agency, or Work Force Housing Trust Fund assisted activity, inclusive of curing of or failure to cure any project non-compliance, and an formal/informal action by your agency as it relates to the aforementioned entities' assisted development. Any other development data that would be relevant to the City in its assessment of their development experience and compliance record would be appreciated.

Developer Team Member Company Name: <b>Green Insight, LLC</b>	
Developer Team Member Signature: 	Date: <b>10/23/23</b>
Printed Name: <b>Ryan Moore</b>	Title: <b>Managing Director</b>

# AUTHORIZATION FOR RELEASE OF MANAGEMENT COMPANY INFORMATION

Project Name:
Somos Apartments
Management Company Name:
Monarch Properties, Inc.

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Management Company listed above, as it relates to their performance in the development and operation of housing under a federal, Low-Income Housing Tax Credit, State, local or other governmental agency, or Work Force Housing Trust Fund assisted activity, inclusive of curing of or failure to cure any project non-compliance, and an formal/informal action by your agency as it relates to the aforementioned entities' assisted development. Any other development data that would be relevant to the City in its assessment of their development experience and compliance record would be appreciated.

Management Company Name:	
Monarch Properties, Inc.	
Management Company Signature:	Date:
	10/23/2023
Printed Name:	Title:
Jack MacGillivray	Vice President

### Diverse Uses

Uses may not be counted in two categories, e.g., an office building may be counted only once even if it is also a major employment center. A mixed-use building containing several uses as distinct enterprises would count each as a separate use, but no more than half of the minimum number of diverse uses can be situated in a single building. A single retail store of any type (such as a big box retail store that sells both clothing and household goods) may only be counted once even if it sells products associated with multiple use types.

List of Diverse Uses	
Bank	Pharmacy (stand-alone)
Child care facility (licensed)	Place of worship
Community/civic center	Police/fire station
Convenience Store	Post office
Hair care	Restaurant
Hardware store	School
Health club or outdoor recreation facility	Senior care facility
Laundry/dry cleaner	Supermarket
Library	Theater
Medical/dental office	



## NEIGHBORHOOD CONDITIONS EVALUATION FORM

Project Name: <b>Somos Apartments</b>	Date: <b>October 31, 2023</b>
Project Address: <b>7200 Central Ave SE, Albuquerque, NM 87108</b>	
Developer: <b>Greater Albuquerque Housing Partnership</b>	

This evaluation form is intended to evaluate the ability of the project to stabilize a neighborhood by upgrading the existing housing inventory and/or preserving a mixed-income community.

The following are the **2023 Qualified Census Tracts** within Bernalillo County\*:

1.24	9.08	37.33
1.28	11.02	43
2.03	12.01	44.01
2.08	12.02	45.01
5.01	13.00	45.02
6.03	14.00	47.15
<b>6.05</b> ←	15.00	47.36
7.13	17.01	47.49
7.15	17.02	47.59
7.16	18.00	47.6
9.04	20 21	48
9.05	24.03	49
9.06	24.04	9803
9.07	34	

\*City of Albuquerque funds under this RFP shall only be used within the City limits.

Is the proposed project located within any of the above identified census tracts?

☒ Yes    ☐ No

If located in a Qualified Census Tract, please provide evidence of such in Appendix E.

Maps of project sites and their proximity to a QCT can be found at:

[https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)

Attachment:

Appendix E

- C2.29 QCT Maps

## CERTIFICATION DOCUMENTS

Applicant must submit Certification Documents as required in the Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family & Community Services, and identified as:

1. Application No. 8 - Representations and Certifications Form
2. Application No. 9 - Attachments on File Form
3. Application No. 10 - Drug Free Workplace
4. Application No. 11 - Debarment, Suspension, Ineligibility and Exclusion Certification
5. Application No. 12 - Certification of Receipt of Administrative Requirements
6. Application No. 13 - Disclosure of Lobbying Activity

The Administrative Requirements and Forms can be accessed at:

<https://www.cabq.gov/family/partner-resources/request-for-proposals/administrative-requirements>

**NOTE: Proof of insurance is not a requirement for submission of a proposal, but applicants should be aware that no contract will be executed until the proper original certificates or policies are filed with the City.**

Certification documents are provided as requested in the RFP language.

### **Appendix E**

- RFP Section 8.5 Required Attachments
- Statement of compliance - insurance

## Attachment A

### AFFORDABILITY REQUIREMENTS

Minimum Affordability Periods for HOME Funded Projects	
Amount of Funding per Unit	Minimum Period of Affordability
Under \$15,000	5 years
\$15,000 - \$40,000	10 years
Over \$40,000 or rehabilitation involving refinancing	15 years
<b>New construction or acquisition of newly constructed housing</b>	<b>20 years</b>



**City of Albuquerque  
Department of Health, Housing & Homelessness  
Community Development Division**

**Request for Proposals from Non-Profit or Governmental Agencies for  
Affordable Housing Development for Fiscal Year 2024**

**RFP Number: RFP-2024-600--RG**

**REQUEST FOR PROPOSALS**

**Contents:**

- 1.0 Background**
- 2.0 Purpose, Deadline and Submission Method**
- 3.0 Administrative Requirements and Guiding Regulations**
- 4.0 Outcome Measures and Scope of Services**
- 5.0 Eligible Responders**
- 6.0 Eligible Beneficiaries**
- 7.0 Technical Assistance**
- 8.0 Instructions for Completing Proposal**
- 9.0 Compliance with Social Services Contract Procurement Rules and Regulations**
- 10.0 Review Criteria and Scoring Process**
- 11.0 Submission Process**
- 12.0 Proposal Checklist**

**1.0 Background**

The City of Albuquerque has established priorities for funding and they include the following goals:

**Goal 1:** Human and Family Development: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.

**Goal 2: Public Safety:** The public is safe and secure, and shares responsibility for maintaining a safe environment.

The Department of Health, Housing & Homelessness (HHH), (formerly Department of Family and Community Services) mission is to provide quality health and social services, affordable housing development and opportunities, and homeless services to improve the quality of life for the entire Albuquerque Community.

In addition, the Department of Health, Housing & Homelessness has established a priority to fund projects that address the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>1</sup>.

The City of Albuquerque Department of Health, Housing & Homelessness adopted a process to solicit and review project proposals through the promulgated rule update October 10, 2019, as specified in the [\*FCS Social Services Contracts Procurement Rule\*](#) available on the Department's website at <https://www.cabq.gov/family/partner-resources/request-for-proposals>.

Funds for projects in this RFP are subject to final approval of the City Council and availability of City General Funds and where applicable, receipt of state and/or federal grant funds.

### **1.1 City Acknowledgement of Federal Funding**

A contract awarded pursuant to this RFP will include federal funds as follows: 100% of the total funds (\$4,000,000), allocated by this RFP are financed with federal funds from the U.S. Department of the Treasury, American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), and any applicant awarded funds under this RFP must comply with the requirements of the federal funds, attached hereto as **APPENDIX E**.

### **2.0 Purpose, Deadline and Submission Method**

The purpose of this Request for Proposals (RFP) is to solicit effective proposals from qualified non-profit organizations and government entities interested in developing a multi-family rental project that is affordable to low and moderate households and will leverage the 4% Low Income Housing Tax Credits (LIHTC) program.

Proposals will be accepted until **4:00 p.m. MST on July 1, 2024** and must be submitted online through the City's Bonfire portal at: <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>

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<sup>1</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

In order to submit, responders must be registered in the Bonfire system. Registration takes some time to complete. It is recommended responders register in advance of the deadline as late proposals will not be accepted. For information on how to access and interact with Bonfire, please visit <https://cabq.bonfirehub.com/portal/support> or contact [support@gobonfire.com](mailto:support@gobonfire.com)

### **3.0 Administrative Requirements and Guiding Regulations**

Potential responders to this RFP are strongly advised to become familiar with the content of the most current version of the publication entitled *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque* (hereinafter referred to as the “*Administrative Requirements*”). The publication contains uniform administrative rules for contracts awarded pursuant to the Department’s Social Services Program. Contractors are expected to understand and comply with all applicable rules contained within the publication, including but not limited to, appropriate accounting software systems producing a general ledger; adequate documentation retention of payables and receivables; and a payroll reporting system that demonstrates approval of timesheets and labor distribution reports.

The *Administrative Requirements* are available on the Department’s website at <https://www.cabq.gov/family/partner-resources/request-for-proposals>.

Certain priority areas detailed below may also be required to comply with applicable sections of the most recent version of the [Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services](https://www.cabq.gov/family/partner-resources/request-for-proposals) (hereinafter referred to as the “*Minimum Standards*”), depending on the proposal. Contractors are expected to understand and comply with all applicable rules contained within the publication. The *Minimum Standards* are available on the Department’s website at <https://www.cabq.gov/family/partner-resources/request-for-proposals>

## **4.0 Outcome Measures and Scope of Services**

### **4.1 Outcome Measures and Social Determinants of Health**

The City of Albuquerque is focused on improving the well-being of all people and has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. In addition, the Department of Health, Housing & Homelessness prioritizes investment in services that can demonstrate improved outcomes related to the customer’s needs.

The City of Albuquerque Department of Health, Housing & Homelessness is committed to providing cost effective services that will improve the well-being of participants and Albuquerque as a whole. Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and aligned with the service delivery.

The Department of Health, Housing & Homelessness has established a priority to fund projects that lead to improved outcomes to 1) Increase Behavioral Health Stability, 2) Increase Housing Stability, 3) Increase Public Safety, 4) Increase Individual and Family Resilience, and 5) Seniors are Able to Age with Dignity. This involves a focus on addressing the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>2</sup>. Entities contracting with the Department of Health, Housing & Homelessness may be expected to collect Social Determinants of Health data in a uniform manner to inform the City and public on unmet needs that need attention and aggregate progress of city-funded services.

### **Community Building**

In addition to the above outcomes, the City is dedicated to helping all our residents and neighborhoods to be their best selves. Contractors are expected to engage with the community and build productive relationships with their neighbors as they provide services to improve outcomes for all of Albuquerque. Examples include, but are not limited to, joining the local Neighborhood Association, updating neighbors on services and progress, maintaining their surroundings as clean and litter free, reminding participants to maintain respect of the neighborhood and promptly responding to any 311 inquiries.

## **4.2 Scopes of Services**

This request for proposals is focused on closing the financial gap for developing two or more multi-family rental projects that are affordable to low and moderate income households at or below 80% of the Area Median Income (AMI). Projects must abide by the *Income and Rent Limits* for Albuquerque published by the U.S. Department of Housing and Urban Development referenced in **APPENDIX F** and will leverage either the 4% or 9% Low Income Housing Tax Credits (LIHTC).

The percentage of units affordable to low- and moderate-income households must meet these minimum criteria, in order to be aligned with LIHTC program requirements:

- At least 20% of the Units in the Project will be rent-restricted to and occupied by households whose income is at or below 50% of the AMI
- At least 40% of the Units in the Project will be rent-restricted to and occupied by households whose income is at or below 60% of the AMI

Additionally, this RFP prioritizes affordable housing projects that serve Seniors (age 55+) and therefore, will provide preference points in **APPENDIX C** for proposed *Senior*

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<sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 “Social Determinants of Health.” 2015

*communities* that will provide at least 50 income-restricted units for this populations.

The selected Applicant will comply with all applicable statutory and/or regulatory requirements, including but not limited to:

- Administrative Requirements for Contracts Awarded Under the City of Albuquerque HHH
- City of Albuquerque's Social Services Contracts Procurement Rules and Regulations
- Integrated Development Ordinance (IDO) and the drainage requirements for developing an Affordable Housing parcel, exclusive of any other adjacent parcel; and
- Any applicable Federal or State statutory and/or regulatory requirements.

#### **4.2.1 Amount Available**

The City of Albuquerque's Department of Health, Housing & Homelessness (HHH) will act as a pass-through entity for the **State of New Mexico**, which has provided up to **\$4,000,000** of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from U.S. Department of Treasury in accordance with the American Rescue Plan Act. These funds have been allocated by the City towards the gap financing for new construction or acquisition/rehabilitation of one (1) or more multi-family housing development projects within the Albuquerque City limits. Given the urgent need to allocate these past-through funds in a timely manner, the City plans to fund projects which have been burdened by the rising costs associated with construction. Therefore, it is up to applicants to identify the gap financing necessary to keep a LIHTC project viable.

#### **4.3 Service Period**

Services funded by this RFP are to commence upon execution of this agreement and continue through the term of construction and occupancy of the development.

### **5.0 Eligible Responders**

#### **5.1 General Eligibility**

An agency which is a unit of state or local government and/or an agency currently incorporated as a nonprofit corporation, duly registered and in good standing with the State of New Mexico Secretary of State, which has not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code and which has demonstrated capability in providing the services for which it is applying is an eligible responder for award of a contract pursuant to this RFP. Basic eligibility requirements are identified in the [\*Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque\*](#) (*Administrative Requirements*), § 10 (A)(1).

Ineligible entities as defined in Section 7 (C) of the [\*Social Services Contracts Procurement Rules\*](#) of the Department are restricted from submitting a proposal.



Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

Ineligible entities as defined in Section 7 (C) of the [\*Social Services Contracts Procurement Rules\*](#) of the Department are restricted from submitting a proposal.

The *Administrative Requirements* and *Social Services Contracts Procurement Rules* are available on the Department's website at <https://www.cabq.gov/family/partner-resources/request-for-proposals>

## **5.2 Affordable Housing Development Capacity**

An applicant must demonstrate capacity, experience and commitment to develop, own, and operate affordable housing, including a stated housing mission in its organizational documents.

Applicants that lack capacity or direct experience in these areas may demonstrate capacity by partnering with an entity that provide essential expertise to the project. In these cases, HHH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time. Applicants may partner with a for-profit entity. The Applicant must hold a 51% or greater interest in a Partnership. The Applicant must materially participate in the Project, meaning that the organization must be involved on a regular, continuous and substantial basis in both the development and operation of the Project during the term of the Compliance Period. The Applicant must receive a minimum of 10% of the developer fee as identified in the project budget.

## **5.3 Limitations on Assistance to Primarily Religious Organizations**

Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes. Independent, not-for-profit entities established by primarily religious organizations, however, may be assisted as long as: a) there is no religious test for admission for services; b) there is no requirement for attendance at religious services; c) there is no inquiry as to a client's religious preference or affiliation; d) there is no proselytizing; and e) services provided are secular and non-sectarian. See *Administrative Requirements*, § 10 (C) (4) (c). This provision does not prohibit a primarily religious organization from carrying out the eligible activities as long as such activities are carried out in a manner free from religious influences pursuant to conditions prescribed in the Representations and Certifications form (Appendix #8) attached to this RFP and required as an attachment to the responder's proposal.

#### **5.4 Minority and Women's Business Enterprises § 5-6-1 *et seq.* ROA 1994**

It is the policy of the City to take affirmative action to assure that a fair share of City purchases of goods and services is made from enterprises owned and controlled by minorities and women.

As part of this policy, the City undertakes to assure there are no undue or unnecessary requirements imposed by the City that inhibit or prevent purchases of goods and services from businesses that are otherwise qualified to provide such goods and services. It is further City policy to impose similar affirmative action upon prime contractors providing goods and services to the City with regard to subcontractors involved in such work to assure a fair share of business for minority and women's business enterprises.

As part of the above-described policy, the City shall directly solicit bids and offers of goods and services from minority and women's business enterprises to the extent necessary to ensure that they are aware of the opportunities in this RFP. § 5-6-6 ROA 1994. The City uses the following website to identify minority and women's business enterprises, and solicits bids from the enterprises identified: [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm).

In addition to the requirements of § 5-6-1 *et seq.* ROA 1994, the City will implement and fulfill any Federal requirements applicable to the City with regard to minority and women's business enterprises. § 5-6-10 ROA 1994.

#### **5.5 Pay Equity Documentation.**

All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form or Certificate shall be deemed nonresponsive**, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: **THE PAY EQUITY REPORTING FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE.** PAY EQUITY CERTIFICATES ARE AUTOMATICALLY ISSUED TO QUALIFYING VENDORS WITHIN TWO BUSINESS DAYS OF SUBMITTING THE PAY EQUITY REPORTING FORM. PLEASE VISIT THE WEBSITE LISTED ABOVE WITH QUESTIONS.

#### **5.6 ADA Compliance**

Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA.

## **5.7 Additional Requirements**

### **a. Personnel Policies:**

Organizations applying for a contract under this solicitation must have a written set of personnel policies and procedures that have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures.

### **b. Conflict of Interest Policies:**

Organizations submitting proposals under this solicitation must have in force a written conflict of interest policy that at a minimum:

- i. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
- ii. Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency or for one year thereafter.

### **c. Accounting Policies:**

Responder organizations must have in place a set of financial, accounting, and procurement policies and procedures that meet the standards established by the City in the *Administrative Requirements*, §13, Accounting for HHH Social Services Contract Funds.

### **d. Active Board:**

Nonprofit responders must be able to document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept. The organization must verify board compliance with the City Open Meeting ordinance ROA, 1994, §2-5-1, et. seq.

### **e. Nepotism:**

The organization shall not employ “immediate family” or any “close relative” of any board member, officer or managing employee and shall not employ any two people who are immediate family or close relatives of each other. See definitions contained in the *Administrative Requirements*, § 10 (A)(3)(c).

### **f. Background Checks:**

If the Social Services provided require the contractor selected through this RFP to work with or be in proximity to children, or other vulnerable populations, the

contractor will not employ any person or volunteer who is registered as a sex offender in any United States jurisdiction, or who has a criminal background unacceptable to the City. The contractor shall ensure that all its employees, interns and volunteers directly involved in performing services have been screened for a criminal background and reference checks, finger-printing, and interviews. See *Administrative Requirements*, § 10 (A)(2).

**g. Reporting Requirements**

The final contract between the successful responder(s) and the City will contain specific reporting requirements that include, but may not be limited to, quarterly program data and data regarding outcomes for program participants. A critical component of initiatives funded through the City of Albuquerque, Department of Health, Housing & Homelessness will be a rigorous evaluation to determine program success and cost-effectiveness. Selected Offerors must comply with participant data reporting requirements conducted by the City or evaluation and research partners as part of ongoing evaluation activities.

**6.0 Eligible Beneficiaries**

Programs supported, in whole or in part, with funding awarded as a result of this RFP must be targeted to residents of Albuquerque.

**7.0 Technical Assistance**

It is the responsibility of the Offeror to stay up to date with any clarifications to this RFP that will be issued through the bonfire portal.

Technical Assistance will be provided through the Bonfire eProcurement system. **No RFP correspondence with City staff is permitted outside of the Bonfire portal.** Requests for technical assistance must be submitted through the Bonfire portal up until ten calendar days prior to submission deadline. Questions and Answers will be made public within the Bonfire portal for all interested to review.

An **optional** pre-proposal meeting is scheduled for Wednesday, June 5, 2024 at 10:00 am local time, virtually via Zoom through the following link or by dialing: +1 669 900 6833; Join Zoom Meeting <https://cabq.zoom.us/j/88900589114> Meeting ID: 889 0058 9114

**8.0 Instructions for Completing Proposal**

**8.1 Proposal Format**

Proposals will be submitted through the City's Bonfire eProcurement portal and must address all required areas listed in this section, in the order requested.

**8.2 APPENDIX A – Application.** Responders must complete the attached **APPENDIX A** and respond to the following:

**Section 1: Applicant Information-** respond to requested data fields in this section.

**Section 2: Project Information-** respond to requested data boxes/fields in this section.  
**Section 3: Threshold Criteria-** respond in a Narrative form. Any supporting evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation**.  
**Section 4: Scored Criteria-** respond in a Narrative form. Any supporting evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation**.  
**Section 5: Disclosures, Release of Information, and Certification-** respond to all data fields and signature by an authorized official of the governmental agency or of the policy board of a non-profit agency to whom agency staff are responsible must sign the form (electronic signatures are acceptable).

**8.3 APPENDIX B – Multifamily Underwriting Template** (Project Budget Schedules). Applicant must complete all spreadsheets tabbed in APPENDIX B, which contains relevant project financial information necessary to underwrite the project.

**8.4 APPENDIX C – Project Scoring Matrix.** Applicant must complete APPENDIX C for the proposed project. APPENDIX C will be utilized by City staff to evaluate the Threshold Criteria and Scored Criteria listed. There is also an *Applicant Checklist Section* that allows applicants to Self-Score, compare narrative responses and their supporting evidence submitted to Threshold Criteria and Scored Criteria.

**8.5 APPENDIX D – Supporting Documentation.** This will be an empty folder in the Bonfire eProcurement portal for the applicant to submit any necessary evidence cited in the other appendices. Documents may include but not be limited to: agreements, letters, resumes, architectural plans, studies, assessments, audits, by-laws, policies, procedures, examples, etc. Although there may not be a stated limit on number of documents or format type, please refer to the Bonfire system for more information.

**9.0 Although not required with the application, should a project receive an award it must comply with the following City requirements and will be required to in the terms of the awarded contract.**

### **9.1 Insurance Requirements**

All contractors selected pursuant to this RFP will be required to procure and maintain, through the life of each of their contracts, a commercial general liability and an automobile liability insurance policy with limits detailed below. If any part of the contract is sublet, the contractor must include the subcontractor in its coverage or require the subcontractor to obtain all necessary coverage. Policies must be written by companies authorized to write such insurance in the State of New Mexico.

**A. Commercial General Liability Insurance (“CGL”):** A CGL insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$ 2,000,000	Per Occurrence
\$ 2,000,000	Policy Aggregate
\$ 1,000,000	Products Liability/Completed Operations
\$ 1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

The CGL insurance policy must include coverage for all operations performed for the City by the Contractor, and the contractual liability coverage shall specifically insure the hold harmless provisions of the City's contract with the Contractor. The City shall also be listed as an "additional insured" by endorsement onto the CGL policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement.

**B. Commercial Automobile Liability Insurance ("CAL"):** A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

**C. Workers' Compensation Insurance:** Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business. If the Contractor is not required to carry Workers' Compensation coverage, the Contractor will need to sign and return the Worker's Comp Statement enclosed in this packet.

#### **ADDITIONAL INSURANCE COVERAGES**

The following coverages should be considered based on the course and scope of the individual contract:

**D. Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

Professional liability insurance cannot be waived for medical directors, psychologists, psychiatrists, mental health counselors, laboratories.

**E. Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or have a developmental disability).

**F. Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of

\$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

Policies must include coverage for all operations performed for the City by the contractor, coverage for the use of all owned and all non-owned hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provision of the contract. The City must be named an additional insured on commercial general liability and the policies must provide that 30 days written notice will be given to the City before a policy is canceled, materially changed, or not renewed.

The contractor shall ensure that all staff for whom professional liability is required by their licensing agent, including but not limited to, professionals providing health and behavioral health services, maintain professional liability insurance, errors and omissions coverage, or other additional coverages the city deems necessary, in amounts not less than required by the New Mexico Tort Claims Act as it is amended from time to time, for single limit of liability per occurrence and for the general aggregate.

The contractor must also comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

During construction, if any, a contractor must maintain Builders Risk Insurance in an amount equal to the full construction cost to cover the construction work for fire, theft, extended coverage, vandalism and malicious mischief.

If, during the life of the contract, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-27 NMSA 1978), the City may require the contractor to increase the maximum limits of any insurance required.

Proof of insurance is not a requirement for submission of a proposal, but responders should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the City. Before submitting a proposal, the agency should contact its insurance agent to determine if it can obtain the required coverage.

## **9.2 Other Assurances:**

### **a. Compliance with Civil Rights Laws and Executive Orders**

Contractors are required to comply and act in accordance with all federal laws and Executive Orders related to the enforcement of civil rights. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of civil rights (APPENDIX #8).

### **b. Assurance of Drug Free Facilities**

Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries (APPENDIX #10).

**c. Certification of Receipt of *Administrative Requirements***

Applicants for funding must submit a certification signed by an authorized board official and the organization director of receipt and adherence to the [Department Administrative Requirement for Social Services Contracts](#).

**d. Audit Requirements**

Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's 2 CFR Part 200 subpart F. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, must have a financial statement audit conducted by an independent auditor in accordance with generally accepted auditing standards. If the contractor is not subject to this requirement because it has not previously had a contract with the City, the Contractor must provide Form 990. Additional audit requirements are set out in the *Administrative Requirements*.

**e. Goods Produced Under Decent Working Conditions**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The responder certifies, by submittal of its proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees can speak freely about working conditions and can participate in and form unions.

**f. Construction Contracts and Davis-Bacon Prevailing Wages**

It is the policy of the City and the U.S. Department of Housing and Urban Development (HUD), to pay adequate wages on Public Works (construction) projects. The responder represents, by submittal of its proposal in response to this solicitation, that the Project will abide by Davis-Bacon Wage Rates for HUD-funded Construction contracts and maintain/provide all compliance documents as requested by the City. Davis-Bacon and Related Acts Wage Rate information can be found at the U.S. Department of Labor website:

<https://www.dol.gov/agencies/whd/government-contracts/construction>



## **10.0 Compliance with Social Services Contracts Procurement Rules and Regulations**

Applicants must comply with all applicable procurement rules and regulations, including, but not limited to, the City of Albuquerque Procurement Rules and Regulations for the Department of Health, Housing & Homelessness, found at:

<https://www.cabq.gov/family/partner-resources/request-for-proposals>

Applicants should also be guided by the Albuquerque Code of Ordinances, Article 5, which may be found at:

[http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerque/newmexicocodeofordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:albuquerque\\_n\\_m\\_mc\\$anc=JD\\_TopofInfobase](http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerque/newmexicocodeofordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:albuquerque_n_m_mc$anc=JD_TopofInfobase)

## **11.0 Review Criteria and Scoring Process**

The City's Ad Hoc committee will review and score all projects received by the deadline that meet threshold criteria. The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected. Any resources not allocated under this RFP may be rolled over into future RFPs.

HHH staff and the City's Ad Hoc Committee will use the following appendices to evaluate the proposed projects and determine if each proposal meets the intent of the RFP:

- Project Application (**APPENDIX A**); and
- Multifamily Underwriting Template (**APPENDIX B**); and
- Project Scoring Matrix (**APPENDIX C**); and
- Supporting Documentation (**APPENDIX D**).

### **11.1 Review Process/Deadlines**

#### **a. Preliminary Staff Review**

Proposals will be initially reviewed by staff of the Department of Health, Housing & Homelessness to determine if the proposal is complete and conforms to this RFP.

Completeness means that all required forms and attachments are included and comply with the *FCS Procurement Rule* and *Administrative Requirements*. Conformity means that the proposal has been prepared according to guidelines regarding length, organization, and format as specified in section 8.0 above. Incomplete (as defined in 11.0), nonconforming or late proposals may be deemed unresponsive.

#### **b. Review Panel**

The Department Director will, in writing, approve the composition of an ad hoc committee (minimum of 3 persons) from the Department of Health, Housing & Homelessness and may include a representative(s) from affected neighborhoods, constituents, service users and/or citizens that will review all proposals. The proposals will be rated according to the review criteria specified in section 10 above. Based on these ratings, the committee will recommend contract awards and amounts

to the Director of the Department. A recommendation for award does not constitute an award of contract. The award occurs after a contract is negotiated and Approved by the City.

If, during the review process, additional information is needed regarding a proposal, the Department staff will request such information from the responder. In addition, responders may be interviewed directly as part of the review process. Agencies will be advised of the time and date of such interviews.

During evaluation, proposals submitted shall be kept confidential. The Department will use its best efforts to restrict distribution to those individuals involved in the review and analysis of the proposals, but in any event, the City shall not be liable for disclosure of any information contained in the proposals during the review process. The proposals shall be open to public inspection after award of contract.

### **11.2 Competitive Considerations**

Proposals will be rated according to the review criteria in section 10.1 above. The Department may require responders being considered for an award to participate in interviews or other discussions to explain or verify any aspect of the proposal submitted. The Department reserves the right to reject any or all proposals. The Department may negotiate the terms of any proposal after making a recommendation of award, in order to development a contract in the best interest of the City or the target population. The Department may award more than one contract per Priority Activity.

### **11.3 Preferences**

According to City Ordinance § 5-5-17 and § 5-5-31 ROA 1994, Public Purchases, and § 13-1-22 NMSA 1978 for resident business and Veteran business, scoring preferences are available for procurements issued with local funding sources. This RFP is funded with federal funds, and therefore, scoring preferences are not available.

### **11.4 RFP Appeals Process**

Responders whose proposals are not selected may submit a written appeal. Letters of Appeal must be submitted and arrive in the office of the Department Director not later than ten (10) working days after receipt of the notice of non-selection. Letters must be specific as to the matter being appealed. Appeals not submitted in writing, not specific in nature, or which arrive late may not be considered. The Department Director's decision concerning the Appeal is final and will be provided within 30 days of receipt of the Appeal letter. Letters must be addressed as follows:

Gilbert Ramírez, Director  
Department of Health, Housing & Homelessness  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

The envelope must clearly indicate:

## **APPEAL, HHH – Affordable Housing Development– RFP-2024-600--RG**

(All Appeals will be responded to by the Department Director in writing.)

### **12.0 Submission Process**

#### **12.1 Submission Requirements**

Submit your complete proposal including all sections listed in Section 8 using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com).

#### **RFP Advisory to Offerors:**

Proposals must be received prior to **4:00 p.m. local time, July 1, 2024** via the City's eProcurement system, Bonfire. Proposals will not be accepted by the eProcurement system later than 4:00 p.m. local time, on **July 1, 2024** and will not be considered for award.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

#### **12.2 Clarification**

Any explanation desired by a responder regarding the meaning or interpretation of this RFP must be requested in writing not less than five (5) working days prior to the hour and date specified for the receipt of proposals to allow sufficient time for a reply to each responder before the submission of their proposals. All inquiries must be directed to the Community Services Project Manager, through the Bonfire portal. Oral explanations or instructions given before the deadline for receipt of proposals will not be binding. Any information given in writing concerning this RFP will be furnished through the Bonfire portal if such information is necessary to responders in submitting proposals on this RFP or if the lack of such information would be prejudicial to uninformed responders.

#### **12.3 Acknowledgment of Amendments to the Request for Proposal**

Receipt of an amendment to the RFP by a responder must be acknowledged (a) by signing and returning the amendment or (b) by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals and can be submitted as attachment to the Offer.

It is the responsibility of the Offeror to stay up to date with any clarifications or amendments to this RFP that may be posted on the Bonfire portal including addenda and information materials.

#### **12.4 Modification**

Proposals may be modified or withdrawn through the Bonfire portal provided such notice is received prior to the hour and date specified for receipt of proposals.

#### **13.0 PROPOSAL CHECKLIST**

Proposals must address all required areas listed in Section 8. Prior to submitting the proposal, Offerors are recommended to use the following checklist to ensure that the proposal contains all elements required for a complete submittal. Appendix numbers refer to the Department of Health, Housing & Homelessness forms included as attachments to this RFP.

Items in this checklist are part of the technical review of the Application, and failure to submit mandatory items may result in the Offer being deemed as non-responsive.

Additional items will be requested should your agency be recommended for award. Those items are detailed under the heading “**Requested Upon Recommendation for Award and Subsequent Contracting.**”

#### **13.1 MANDATORY DOCUMENTS TO BE SUBMITTED**

**The following must be uploaded in Bonfire:**

**□ APPENDIX A: Rental Development Application and included appendices listed below:**

- APPENDIX #8: Representations and Certifications**
- APPENDIX #9: Attachments on File for previously funded re-application**
- APPENDIX #10: Drug Free Workplace Requirement Certification Form**
- APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion Certification**
- APPENDIX #12: Certification of Receipt of Administrative Requirements**
- APPENDIX #13: Certification of Compliance with Federal Funding Requirements, Refer to Section 1.1 for further information**

- ❑ **APPENDIX #14: City of Albuquerque Preference Affidavit of Eligibility (IF APPLICABLE)**
- ❑ **APPENDIX #15: City of Albuquerque Substitute W-9**
- ❑ **APPENDIX #16: Disclosure of Lobbying Activities**
- ❑ **APPENDIX #17: Pay Equity Reporting Form**
- ❑ **APPENDIX #18: UEI Number and SAM Registration Acknowledgement**
  
- ❑ **APPENDIX B: Multifamily Underwriting Template**
  
- ❑ **APPENDIX C: Scoring Matrix**

### **13.2 SUGGESTED DOCUMENTS THAT MAY BE SUBMITTED**

- ❑ **APPENDIX D: Any (applicable) supporting documents such as:**
  - Copy of the organization's IRS Certificate of Non-Profit Incorporation
  - Copy of the organization's Articles of Incorporation filed with the State of New Mexico
  - Copy of the organization's By-Laws.
  - Copy of the organization's Applicable Licenses
  - Copy of the organization's Listing of Current Board Members
  - Copy of the organization's Current Organization Chart
  - Copy of the organization's Travel Reimbursement Policies (if Applicable)
  - Copy of the organization's written accounting policies and procedures, which include procurement procedures.
  - Copy of the organization's personnel policies and procedures.
  - Copy of the organization's conflict of interest policy.
  - Copy of the organization's New Mexico Certificate of Good Standing
  - Copy of the organization's Job Descriptions / Résumés of Key Personnel
  - Copy of the organization's most recent audit or applicable financial statement
  - Copy of the organization's Unique Entity Identifier and SAM Registration
  - Copy of commitment letter from funding source(s)
  - Copy of lead-based paint test survey and testing results
  - Copy of summary of findings of Phase I Environmental Assessment
  - Any Applicable Maps
  - Copy of documentation of source of utility allowance calculation
  - Copy of Market Study
  - Copy of Green Building Certification
  - Any Architectural Plans, elevations, renderings, etc.
  - Any Evidence of Community Outreach
  - Written Authorization of Eligibility from the Director of the Department for entities that have had an Agreement terminated by the City for cause within last two (2) years, if applicable.
  - Acknowledgment of Amendments to the RFP, if applicable.



# City of Albuquerque


## Department of Health, Housing & Homelessness

Timothy M. Keller, Mayor

### Interoffice Memorandum

August 2, 2024

**To:** Gilbert Ramírez, Director

**From:** Rick Giron II, Community Services Project Manager 

**Subject:** Recommendation of Award for Affordable Rental Housing Development Project Request for Proposals (RFP-2024-600--RG)

On June 1, 2024, our department released the **Affordable Rental Housing Development Project Request for Proposals** (RFP), RFP-2024-600--RG, to provide up to **\$4,000,000** of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from U.S. Department of Treasury in accordance with the American Rescue Plan Act. The scope of the RFP was for the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development(s) in Albuquerque. The RFP closed on July 1, 2024 and resulted in the receipt of five (5) proposals.

The department utilized the City's eProcurement system for this RFP and all proposals were distributed to the Ad Hoc Committee. Each committee member reviewed the proposals individually. On August 1, 2024, the Ad Hoc committee reviewed the final scores for each project. There was a consensus of the committee of the final scoring averages with the highest score prevailing. The results of the project scoring averages provided by the eProcurement system are as follows:

SCORE	PROJECT	DEVELOPER	TOTAL UNITS PROPOSED	AFFORDABLE UNITS PROPOSED	AMOUNT REQUESTED
186.33	Somos Apartments	Sol Housing	70	59	\$1,000,000
185.33	Farolito Senior	Sol Housing	82	82	\$3,000,000
179	The Romero	Barelas Community Coalition (& Palindrome)	68	68	\$2,952,000
125.67	Edward Romero Terrace II	Elderly Housing Development & Operations Corporation	40	40	\$2,000,000
124.33	San Mateo Manor	Newlife Homes (& Spire Dev.)	52	52	\$2,000,000

The project application submitted by Sol Housing, titled **Somos Apartments**, scored the highest of the five proposals, with an average final score of 186.33 out of a possible 200 points. The proposed project is a mixed-use, mixed-income, new construction development that includes a total of 70 units of which, 59 units will be restricted to for senior households at 50% of the Area Median Income (AMI) or below, including 21 units restricted at 30% AMI. The remaining 11 units will be unrestricted at Market Rate. All residential units will be one-bedroom and the ground level commercial space will be approximately 1,000 square feet. The Somos Apartments project was previously awarded \$2,409,978.54 under RFP-2024-511—RG and a 2024 Low Income Housing Tax Credit (LIHTC) Award from the New Mexico Mortgage Finance Authority (MFA). The Somos project requested **\$1,000,000** to supplement the award, which will close the financing gap, so that the project can proceed.

The second project application submitted by Sol Housing titled, **Farolito Senior Community**, scored second out of the five proposals and received an average final score of 185.33 out of a possible 200 points. The proposed senior housing development is a New Construction project directly north of the Luminaria Senior Community (also a GAHP project), that would create 82 new affordable housing units. All units will be restricted at 80% of the AMI or below, including 25 Units will be restricted at 30% AMI or below, 16 units restricted at or below 50% AMI, 28 units at or below 60% AMI, and 13 units at or below 80% AMI. The units will include one and two bedrooms to serve the needs of the seniors targeted. The Farolito Senior project was previously awarded \$4,187,152 under RFP-2023-352-FCS-RG and a 2023 Low Income Housing Tax Credit (LIHTC) Award from the MFA. The Farolito project requested **\$3,000,000** to supplement the award, which will close the financing gap so that the project can proceed.

The project application submitted by Barelás Community Coalition titled, **The Romero**, scored the third out of the five proposals, with an average final score of 179 points out of a possible 200 points. The proposed mixed-use project is the new construction of 68 housing units (50 designated for seniors) to serve households at or below 60% AMI, which will include 4 live-work units, and food hall for 6 micro-restaurants. The Project proposes 37 one-bedroom, 24 two-bedroom, and 7 three-bedroom housing units. The Romero project requested **\$2,952,000**, as the *local contribution* to apply for 9% LIHTC from the MFA.

The project application submitted by Elderly Housing Development & Operations Corporation (EHDOC), titled **Edward Romero Terrace II**, scored fourth out of the five proposals, with an average final score of 125.67 out of a possible 200 points. The proposed project is the new construction of 40 senior housing units to serve households at or below 60% AMI. The Project proposes all one-bedroom units. The Edward Romero Terrace II project requested **\$2,000,000** as the *local contribution* to apply for 4% LIHTC from the MFA.

The project application submitted by Newlife Homes, Inc. and Spire Development, Inc., titled **San Mateo Manor**, scored fifth out of the five proposals, with an average final score of 124.33 out of a possible 200 points. The proposed project is the new construction of 52 senior housing units to serve households at or below 60% AMI. The Project proposes 40 one-bedroom units and 12 two-bedroom units. The San Mateo Manor project requested **\$2,000,000** as the *local contribution* to apply for 9% LIHTC from the MFA.

(RECOMMENDATION ON FOLLOWING PAGE)




**RECOMMENDATION:** The RFP states that, “The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected.” Based on its evaluation of all proposals, the Ad Hoc Committee recommends that the two highest scoring projects receive awards:

- 1. The **Somos Apartments project should be awarded \$1,000,000 of CSLFRF**
- 2. The **Farolito Senior project should be awarded \$3,000,000 of CSLFRF**

The Ad Hoc Committee is confident that both the Somos Apartments and Farolito Senior projects address the intent of the RFP and the overall housing needs of the community. If awarded funding to the Somos Apartments project and the Farolito Senior project, there will be no funding remaining under this RFP.

If the recommendation of award is approved, department staff will notify all respondents of the results of the RFP and will begin the 10-day Appeal Period.

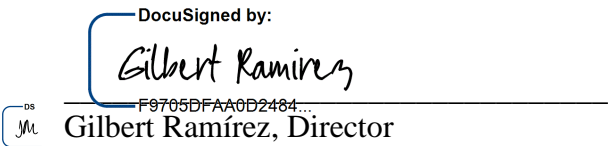
RECOMMENDED BY AD HOC COMMITTEE:

-  Anna Marie Lujan, Fiscal Manager
-  Tammy Jo Archuleta, Planner
-  Rick Giron, Community Services Project Manager

RECOMMENDED BY DIVISION MANAGER:

-  Monica Montoya, Community Development Manager

APPROVED:

  
F9705DFAA0B2484...  
Gilbert Ramirez, Director

8/2/2024 | 5:34 PM MDT  
Date





# **Rental Development Project Application for 2024 Affordable Rental Housing Project Gap Financing Utilizing CSLFRF**

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**June 2024**

# Section 1: Applicant Information

## 1. Applicant Information

Applicant Name: Sol Housing (fka Greater Albuquerque Housing Partnership)	
Applicant Address: 320 Gold Avenue SW, Suite 918	Applicant City, State, Zip: Albuquerque, NM 87102
Applicant Contact Person: Felipe Rael	Application Date: June 28, 2024
Applicant Contact Phone Number: 505.244.1614	Applicant Contact Person email address: info@solhousing.org

## 2. Partnership/Borrower/Project Ownership Information

Will a partnership be formed with a not-for-profit or a for-profit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the information below.
Name of Partnership: Somos Apartments Limited Partnership LLLP
Address of Partnership 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102
Will a sponsor loan structure to the partnership be needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Attach a copy of any developer partnership agreements, operating agreements or Memorandums of Understanding with other not-for-profits and for-profits related to this project under <b>APPENDIX D: Supporting Documentation. Attachment: 01.02 Somos Apartments Partnership Agreement</b>

If a partnership or LLC, name all partners and their respective percentage of ownership:	
<b>Name</b>	<b>% of Ownership</b>
TBD LIHTC Investor (limited partner)	99.99%
Somos Apartments LLC (General Partner)	0.01%
Please describe who will hold title to the completed project and the manner in which it will be held: Somos Apartments Limited Partnership LLLP, a New Mexico limited liability partnership, by Somos Apartments LLC, its general partner, and by Sol Housing, its manager who will own 100% of the limited liability company.	

### 3. Development Team Information

The Applicant must comply with any applicable requirements in the *Administrative Requirements* regarding procurement when assembling the Development Team. The most current version of the *Administrative Requirements* may be found here: <https://www.cabq.gov/family/partner-resources/administrative-requirements>

APPLICANT	
Name: Sol Housing	Phone: 505.244.1614
Address: 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  N/A	

OWNER	
Name: Somos Apartments Limited Partnership LLLP	Phone: 505.244.1614
Address: 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  TBD LIHTC Investor 99.99% (Limited Partner) Somos Apartments LLC 0.01% (General Partner)	

GENERAL PARTNER or MANAGING MEMBER	
Name: Somos Apartments LLC	Phone: 505.244.1614
Address: 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  Sol Housing will own 100% of the General Partner interest.	

DEVELOPER	
Name: Sol Housing	Phone: 505.244.1614
Address: 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  N/A	

CO-DEVELOPER	
Name: N/A	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

DEVELOPMENT CONSULTANT	
Name: N/A	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

GENERAL CONTRACTOR	
Name: TBD	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

ENERGY CONSULTANT	
Name: Green Insight, LLC	Phone: 833.476.8326
Address: 10008 Quintessence Rd NE, Albuquerque, NM 87122	
Contact Person: Ryan Moore	Contact Person Title: LEED for Homes QAD, Green Rater, HERS Rater
Contact Person Phone Number: 833-GRN-TEAM (476-8326) ext. 700	Contact person email address: rmoore@thegreeninsight.com

ARCHITECT	
Name: Hartman + Majewski Design Group	Phone: 505.242.6880
Address: 120 Vassar Dr SE, Suite 100, Albuquerque, NM 87106	
Contact Person: Doug Majewski	Contact Person Title: President
Contact Person Phone Number: 505.998.6431	Contact person email address: dmajewski@designgroupnm.com

MANAGEMENT COMPANY	
Name: Monarch Properties, Inc.	Phone: 505.260.4800
Address: 1720 Louisiana Blvd NE, Ste #402, Albuquerque, NM 87110	
Contact Person: Jack MacGillivray	Contact Person Title: Vice President
Contact Person Phone Number: 505.260.4800	Contact person email address: jmacg@monarchnm.com

SYNDICATOR	
Name: TBD	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:

#### 4. Capacity

Provide a narrative description of the Development Team's organizational capacity and the role to be played by each key member:

Sol Housing (Sol) was incorporated in 1993 as a 501(c)(3) non-profit corporation and was Albuquerque's first citywide Community Housing Development Organization (CHDO). Working primarily in Albuquerque's older neighborhoods, Sol oversees the design, construction, and operations throughout the affordability period of new, affordable rental homes and developments. To date, Sol has developed and/or sponsored 948 affordable and market-rate rental units and 98 affordable and market-rate single family homes.

In 1996, Sol developed its first Low Income Housing Tax Credit (LIHTC) development with the 214-unit Bridgepoint Apartments. From 1996 to 2008 the organization primarily developed single family homes and townhomes and created homebuyer programs to enable families to purchase their first home. Since 2010, Sol has developed 9 apartment communities totaling 722 new affordable housing units and 12 rehab units, funded with Low Income Housing Tax Credits and City of Albuquerque funds (HOME, Workforce Housing Trust Fund and Affordable Housing Fund 240). We have successfully leveraged HOME dollars for four of our current properties, Cuatro, Plaza Feliz, Luminaria Senior Community, and PAH! Hiland Plaza, and two that are in development, Farolito Senior Community and Somos Apartments.

Sol is committed to building a better Albuquerque. In our 2024-2028 Strategic Plan, we envision a future where everyone can create community, connection, and joy in a home of their choice. To that end we established specific action steps to strengthen a diverse staff and board that will inform best practices for more diverse and equitable opportunities. We regularly engage with Neighborhood Associations before, during, and after the development process. Community meetings are conducted as listening sessions to ensure we are taking the needs and wants of our neighbors into account as we move forward with our development plans. Once our communities are placed in service, we continue to be good neighbors. Our Enrichment Services Coordinators are members of or attend Neighborhood Association meetings. We host neighborhood events at our properties, maintain our properties as clean and litter-free, and promote the security and safety of our residents.

Executive Director, Felipe Rael has over 20 years of housing finance expertise including Low Income Housing Tax Credits, bond financing, the Federal Home Loan Bank of Dallas Affordable Housing Programs, and the State of New Mexico affordable housing development programs. Director of Housing Development, Miriam Hicks, RA, is a licensed Architect with 24 years in the design and construction industry and oversees the development of our apartment communities from site identification to design and construction. Deputy Director of Operations, Kelle Senyé, is a licensed CPM® and ARM® with over 30 years in the apartment industry who lends her expertise in the overall operations of the apartment communities, marketing, and social service delivery. Director of Community Relations, Laurie Frappier, is a nonprofit leader who provides community outreach and communications for the organization. Rita Gonzalez, Controller is a Certified Public Accountant with over 35 years of accounting experience. Enrichment services coordinators David Poole, DuJuan McCoy, and Kenzie Davison provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

In addition to its internal development team, Sol partners with local leaders in affordable housing development and operations and each has experience working with us on federally funded projects. We require that our architects and contractors carry the pass-through Federal Requirements in their contracts. The development team will work closely with Hartman + Majewski Design Group, Green

Insight, and Monarch Properties, previous partners on GAHP's affordable housing development projects. Hartman + Majewski Design Group was the design team for Plaza Ciudadana, Casa Feliz, and PAH! Hiland Plaza. They are a trusted team excited to contribute their design expertise to provide beautiful new rental homes for Albuquerque seniors and veterans. Green Insight provides technical assistance for environmental considerations. Monarch Properties are specialists in full-service multi-family apartment management, whom Sol has partnered with for all its apartment communities since 2010 serving seniors, households with special needs, and households with children.

**Attachment:** Appendix D 01.05 Resumes

## 5. Experience

Provide a narrative description of the Development Team's experience with the type of project being proposed. If development team experience is not consistent with the experience required for the project being proposed, please provide details regarding how you plan to gain expertise in the proposed program, in order to ensure that the team is competent in developing and managing the property in compliance with program requirements.

The development team experience is consistent with the experience required for Somos. Sol is currently a CHDO and has developed multiple affordable housing developments in Albuquerque:

- Plaza Feliz (2011) – 66 units
- Plaza Ciudadana (2014) – 68 units
- Cuatro (2016) – 56 units
- Casa Feliz (2017) – 89 units
- Sterling Downtown (2018) – 107 units
- Luminaria Senior Community (2022) – 92 units
- PAH! Hiland Plaza (2023) – 92 units

Provide resumes for key development team members under **APPENDIX D: Supporting Documentation. Attachment:** Appendix D 01.05 Resumes

## 6. Procurement Process

### **Describe the process for assembling the Development Team:**

Sol has a proven thirty-one-year track record, and our success is through a combination of long-term partners and competitive processes for selecting new ones. Sol has selected five team member firms based on their experience and long-term performance with Sol since 2010. Monarch Properties, Inc. is our third-party management group. Monarch has successfully managed all Sol properties, starting with Plaza Feliz and continuing through our most recent lease-up, PAH! Hiland Plaza. Green Insight serves as our energy efficient consultant based on their experience with HERS & LEED, but also the local building science knowledge based on the local climate.

In compliance with Sol's procurement process approved by the Sol Board of Directors, Hartman + Majewski Design Group (DG) was selected as architect based on their performance with Plaza Ciudadana, Casa Feliz, and PAH! Hiland Plaza. Dan Pick serves as tax counsel based on his experience working with the City of Albuquerque, MFA, and financial partners. Sol will issue a competitive process for the selection of construction manager in 2024 based on Sol's procurement procedures approved by the Sol Board of Directors. Since we recently received an allocation of tax credits, Sol will then issue a competitive process for equity investor and construction/permanent lender. Sol utilizes referrals from our trusted partners to recruit other team members.



# Section 2: Project Information

## 1. Project Overview

Project Name: Somos Apartments	
Provide a narrative overview of the proposed project:  Somos will have 70 units for seniors 55+, with a veteran preference and is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one-bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.	
Project Address: 7200 Central Avenue SE	Project City, State, Zip: Albuquerque, NM 87108
Census Tract(s): 6.05	Census Block Group(s):
Total Number of Units: 70	Total Affordable Units: 59
Total Market Rate Units: 11	Total Handicap Accessible Units: 7 units Type A = 10%
Total Land Area: 0.949	Building Square Footage: 63,399
Number of Floors in Tallest Building 4	Number of Elevators: 2
Structural System: Wood-frame	Exterior Finishes: Stucco, Glass, TPO roof

## 2. Proposed Improvements

Please check all that are applicable to the project: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Detached <input type="checkbox"/> Semi-Detached Duplex <input type="checkbox"/> Rehabilitation of Existing Building <input type="checkbox"/> Manufactured/Modular/Mobile <input type="checkbox"/> Townhome <input checked="" type="checkbox"/> High rise (4 stories or more) <input type="checkbox"/> Midrise (2-3 stories) <input type="checkbox"/> Other (please describe):
Is any portion of the building used for other than habitable residential purposes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain: ~1,000 sf leased commercial space

### 3. Acquisition of Property with Existing Buildings

Please designate project type: <input type="checkbox"/> Acquisition/Rehab <input type="checkbox"/> Acquisition/Demolition/New Construction <b>NOT APPLICABLE</b>
Are buildings currently vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does this project involve relocation of current occupants? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", does the project comply with the Uniform Relocation Assistance & Real Property Act of 1970? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe the proposed relocation assistance and plan. If no relocation is necessary provide a statement of non-displacement. If proposed project is to be federally funded it must comply with the displacement, relocation, and acquisition requirements implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201- 4655) and implementing regulations at 49 CFR Part 24. If funded with non-federal resources, the project must comply with any State or City of Albuquerque relocation requirements.
Has a funding source for the relocation assistance source been identified? <input type="checkbox"/> Yes <input type="checkbox"/> No Name the funding source for relocation assistance: Provide commitment letter from funding source(s) under <b>APPENDIX D: Supporting Documentation.</b>
If vacant, indicate the last date of occupancy:
Year Construction was completed:
If building was constructed prior to 1978, please respond to the following:  Has the property been tested for lead-based paint? <input type="checkbox"/> Yes <input type="checkbox"/> No Provide copy of lead-based paint test survey and testing results (pre-1978 – all painted surfaces) under <b>APPENDIX D: Supporting Documentation.</b>  Has the building been tested for asbestos? <input type="checkbox"/> Yes <input type="checkbox"/> No Provide copy of asbestos testing results under <b>APPENDIX D: Supporting Documentation.</b>
Has a Phase I Environmental Assessment been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No Provide copy of summary of findings of Phase I Environmental Assessment under <b>APPENDIX D: Supporting Documentation.</b>
Property was acquired from: <input type="checkbox"/> a related party <input type="checkbox"/> an unrelated party
Is the project a historic building? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the property located in a historic district? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was the property previously subsidized with federal funds? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", please specify the source of funding and the year the funding was provided:

#### 4. Zoning

Specify the zoning for the development site:

**Mixed-Use Medium Intensity (MX-M)**

**Provide a map to show current zoning under APPENDIX D: Supporting Documentation.**

Attachment: 02.04 Zone Atlas Map

Is the zoning consistent with the development being proposed? ☒ Yes ☐ No

If "No", provide narrative on the status and anticipated date of resolving all zoning inconsistencies:

N/A

#### 5. Utilities & Site Information

Are all utilities available to the perimeter of the site? ☒ Yes ☐ No

If "No", please specify which utilities need to be brought to the site: N/A

Please indicate who is responsible for bringing utilities to the site: Developer

Specify the conditions that must be met to develop the site:

The site is currently vacant with portions of the building slab and asphalt remaining from the original use as a liquor store and bar. The site will need to be cleared and fenced.

Disclose any other site conditions, development/other limitations, or environmental concerns:

None

Is project located in a Qualified Census Tract or a Difficult to Develop Area as currently identified/defined by HUD? ([https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html))

☒ Yes ☐ No

**Attachment:** Appendix D: 02.05 QCT Map

#### 6. Occupancy Information

Bedroom Size	Total Units	# of Units at or below 30% AMI	# of Units at or below 50% AMI	# of Units at or below 60% AMI	# of Units at or below 80% AMI	# of Units at Market Rate or Unrestricted
0						
1	70	21	14	24		11
2						
3						
4						

#### 7. Special Needs Tenants or Target Populations

Number of Units	Population Type
70	Seniors 55+

Describe any supportive services that will be provided to the target population and who will provide the supportive services:  
 First Nations will provide quarterly health screenings and technology training. Guillermina Osaria will provide financial literacy services and end of life planning quarterly, as well as Medicare/Medicaid eligibility and enrollment assistance twice per year. Raimundo Rodriguez will provide Zumba classes to fulfill health education bi-monthly. Outdoor gardening will be provided by a professional gardener through Yellowstone Landscape. The Enrichment Services Coordinator, an employee of Sol Housing, will coordinate these senior services.

#### 8. Appliances and Amenities Provided Without Additional Charge

Amenity/Appliance	Market Units		Affordable Units	
	Yes	No	Yes	No
Refrigerator	X		X	
Gas Range		X		X
Electric Range	X		X	
Dishwasher		X		X
Disposal		X		X
W/D Hookups	X		X	
A/C	X		X	
Evaporative Cooling		X		X
Carpet		X		X
Drapes/Shades	X		X	
Exhaust Fan	X		X	
Range Hood	X		X	
Other (please list): Washer/Dryer in unit	X		X	

## 9. Monthly Utility Allowance Calculations

Utilities	Type of Utility (Gas, Electric, etc.)	Utilities Paid By:		Utility Allowance by Bedroom Size		
		Owner	Tenant	1 BR LIHTC/HOME	1 BR PBV	# ___ Br
Heating	Electric Heat Pump		X	15	15	
Evaporative or A/C	Electric		X	7	7	
Cooking	Electric		X	5	5	
General electric	Electric		X	19	20	
Hot Water.	Electric	X				
Water/Sewer		X				
Trash		X				
Service Charge	Electric		X	7	8	
Total Utility Allowance for Units				\$53	\$55	
				Local PHA	Utility Co	Other
Source of Utility Allowance Calculation				X <sup>1</sup>		X <sup>2</sup>
Provide documentation of source of utility allowance calculation under <b>APPENDIX D: Supporting Documentation. Attachment: 02.09 UA Calculations Somos</b> <sup>1</sup> ABQ Housing Authority UA schedule <sup>2</sup> Zeffert & Associates 3 <sup>rd</sup> party UA report						

## 10. Market Study

Is there a Market Study, dated no more than 6 months prior to application date, that demonstrates a need for affordable housing for the proposed population at the proposed location? ☒ Yes ☐ No

If a current Market Study is available, provide a copy under **APPENDIX D: Supporting Documentation. Attachment: 02.10 Market Study Somos**

*If a current Market Study is not available at the time of application, Applicant will be required to provide a Market Study demonstrating a need for affordable housing for this population at the proposed location prior to preparation of a development agreement.*

## 11. Development Schedule

Provide a brief narrative overview of the development schedule, and complete the development schedule chart below:

Somos has already secured site control and a significant portion of the funding sources for development. Somos received awards through competitive process from the City of Albuquerque for the land from the Metropolitan Redevelopment Agency and for pass-thru funding (HUD HOME) from the Dept of Health, Housing and Homelessness in 2023, and successfully received a 2024 9% tax credit allocation for a target population of seniors 55+ awarded by MFA in May 2024. The project-based vouchers and Authority to Use HUD Funds have also been awarded. Gap funding to secure financial closing is all that remains, and Sol anticipates closing and starting construction in December 2024, achieving final completion by June 30, 2026.

		Date	Comments
A.	Site Acquisition	12/04/2023	MRA Development Agreement
B.	Financing		
1.	Construction Loan		
	Closing Date:	12/01/2024	
2.	Partnership Closing		
	Closing Date:	12/01/2024	
3.	Permanent Loan		
	Commitment Date:	12/01/2024	
	Closing Date:	01/01/2027	
4.	Other		
	Source of Funds:	9% LIHTC	
	Firm Commitment/Award Date:	05/16/2024	
5.	Other		
	Source of Funds:	HUD HOME	
	Firm Commitment/Award Date:	12/13/2023	
6.	Other		
	Source of Funds:	PBV	
	Firm Commitment/Award Date:	12/20/2023	
C.	Environmental Review Completed	03/15/2024	
D.	HUD Authority to Use Grant Funds Issued	03/15/2024	
E.	City Council funding appropriation approval	12/16/2024	
F.	Plans Submitted to the City	09/01/2024	
G.	Building Permits Issued	12/18/2024	
H.	Notice to Proceed Issued	12/18/2024	
I.	Start of Construction	12/18/2024	
J.	Completion of Construction	06/30/2026	
K.	Estimated Placed-in-Service Date	06/30/2026	
L.	Estimated Lease-Up Date	09/30/2026	

# Section 3: Threshold Criteria

**INSTRUCTIONS:** Provide a comprehensive **Narrative** explaining in detail the responses to the Threshold Criteria as listed below. Any necessary documented evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation**.

An Applicant Checklist with Threshold Criteria is included **APPENDIX C – HHH Affordable Housing Request for Proposals Scoring Matrix**.

The Narrative responses to the Threshold Criteria and any corresponding necessary for justification shall be included in **APPENDIX D - Supporting Documentation** and will be by the City as the basis for advancing to the Scoring portion of the application.

## **THRESHOLD CRITERIA:**

- 1. Applicant shall demonstrate that it is a not-for-profit or a governmental entity. A not-for-profit must be authorized to do business in New Mexico and have received an Internal Revenue Code 501 (c)(3) or (c)(4) designation. Corporations who have received a different 501(c), such as a (c)(6), may qualify on a case-by-case basis as a not-for-profit; however, approval shall be sought and obtained from the Department during the application process.**

Sol Housing (fka Greater Albuquerque Housing Partnership) was classified as a 501(c)(3) by the Internal Revenue Service on May 12, 1999. A Certificate of Amendment was filed on February 28, 2024 changing the name of the organization to Sol Housing. The letter and a current Certificate of Good Standing from the New Mexico Secretary of State are attached to the application.

### **Attachments:**

- Certificate of Non-Profit Incorporation
  - Appendix 9: Certificate of Non-Profit, IRS letter, Tax exempt organization search
  - Appendix 9: Amended Articles of Incorporation
- Certificate of Good Standing and Compliance
  - Appendix 9: Certificate of Good Standing

- 2. Applicant shall demonstrate that it has a stated housing mission in its organizational documents.**

The original articles of incorporation state that the specific purposes of the organization include:

- A. To combat deterioration of lower income communities;
- B. **To provide new housing opportunities** that will combat racial and other forms of illegal discrimination in the housing market;
- C. To ease the burdens of government by **operating affordable housing programs**, including specific programs initiated at the direction of the City of Albuquerque that would otherwise be the City's direct responsibility;
- D. **To provide new opportunities for decent, affordable housing**, with the goal that a substantial number of households receiving special assistance (such as low-cost financing) have lower incomes.

**Attachment:** Appendix 9: Amended Articles of Incorporation

- 3. Applicant shall demonstrate that it has capacity and experience with developing, owning, and managing affordable housing. If applicant lacks capacity and/or direct experience, it has partnered with another entity that has the capacity and experience to essential expertise to the project.**

Sol has the capacity and experience with developing, owning, and managing affordable housing. Please refer to Scoring Criteria 4.2 Nonprofit Development Experience/Internal Capacity.

**Attachment:** Appendix D: 01.05 Resumes

- 4. If applicant is partnering with another entity to provide essential expertise: the Applicant shall demonstrate that it will hold a 51% or greater interest in a partnership, the Applicant will materially participate in the Project, and the Applicant will receive a minimum of 10% of the developer fee as identified in the project budget.**

Applicant is not partnering with any other entity. Sol Housing will be the developer and owns 100% of the General Partner interest.

- 5. Applicant shall demonstrate that it and/or its Partnership has site control.**

The site upon which Somos Apartments are to be newly constructed is a City-owned parcel controlled by the City of Albuquerque Metropolitan Redevelopment Agency (MRA). The mechanism by which Sol Housing may use the land for Somos has been established through a competitive public process issued by the MRA resulting in a development agreement and transfer by deed of the land.

**Attachment:** Appendix D: T3.05 MRA Development Agreement

- 6. For new construction projects, the applicant shall demonstrate that the proposed project is not within a Special Flood Hazard Area OR a sufficient explanation that the project will be constructed in a manner than it can be removed from the Special Flood Hazard Area.**

Somos will be newly constructed at 7200 Central Avenue SE, Albuquerque NM, which is in Flood Zone X with minimal flood risk. This site is an infill location, previously developed as the Blue Spruce, and is not adjacent to a natural body of water or significant drainage way. New site grading will ensure all onsite water positively drains and/or ponds away from the building.

**Attachment:** Appendix D: T3.06 Flood plain map



7. Applicant shall demonstrate that at least 20% of the Units in the Project will be rent-restricted to and occupied by households whose income is at or below 50% of the Area Median Income (AMI) OR At least 40% of the Units in the Project will be rent-restricted to and occupied by households whose income is at or below 60% of the AMI"

Somos will set aside 21 units at or below 30% AMI representing 30.00% of 70 total units. 21 one-bedrooms will be set aside for these households as evidenced by the occupancy information in Appendix A and the budget is included in Appendix B: "Rents and Income" and "Operating Pro Forma" tabs. All income restricted households will be "Income Qualified" in accordance with 24 CFR Part 5.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR LIHTC	100% of Project Based Vouchers 30	16	569
1 BR LIHTC	93% of LIHTC 30 AMI	5	569

Somos will set aside 35 units at or below 50% AMI representing 50% of 70 total units. (Somos will set-aside 21 units at or below 30% AMI representing 30.00% of 70 total units plus an additional 14 units at or below 50% AMI representing 20.00% of 70 total units.) There will be 35 one-bedrooms available to households at or below 50% AMI as evidenced in the occupancy information of Appendix A and the budget is included in Appendix B: "Rents and Income" and "Operating Pro Forma" tabs. All income restricted households will be "Income Qualified" in accordance with 24 CFR Part 5.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR Low HOME LIHTC	93% of Low HOME	5	569
1 BR LIHTC	93% of Project Based Vouchers 50	9	569
1 BR LIHTC	100% of Project Based Vouchers 30	16	569
1 BR LIHTC	93% of LIHTC 30 AMI	5	569

8. Applicant shall demonstrate that it and/or partner entity has sufficient financial capacity, by:
- All of the applicant/partner entity's current housing projects that have been in operation for three or more years maintained a positive operating cash flow from operating income, for the year in which each development's last financial statement was prepared; and --All of the applicant/partner entity's current housing projects have reserves that are funded in accordance with partnership agreements and any applicable loan documents. Evidence shall include: audited financials or a certification from a third-party public accountant.

Per the attached December 31, 2022, audited financial statements, Sol Housing has a net worth of approximately \$91.3 million including cash holdings of \$6.3 million. All LIHTC projects have achieved stabilization, and there are no construction guarantees open on any Sol Housing projects.

**Attachment:** Appendix D: T3.08 Third-party certification

- 9. Applicant shall demonstrate that it fully leverages the available funds by fully utilizing all available private financing and by deferring at least a portion of the developer fee, as evidenced by the completed Multifamily Underwriting Template.**

Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$430k in additional deferred developer fee available for cost overruns. We are projecting \$853,292 in deferred developer fee on Appendix B, Tab 'Sources and Uses'.

**Attachment:** Appendix B – Multifamily Underwriting Somos

- 10. Applicant shall demonstrate that the subject property shall not involve a property that currently has existing tenants/residents which will need to be relocated.**

Somos will be developed on City MR land that is currently a vacant lot. There are no residents that will need to be relocated.

**Attachment:** Appendix D: S4.13 Somos Site Photos

- 11. Applicant shall demonstrate that it has not been federally debarred and is in Good Standing with the State of NM.**

As of June 10, 2024, Sol Housing/GAHP is not included among the following subjects listed on HUD's Limited Denial of Participation List at:

[https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications)

***HUD Limited Denial of Participation List on next page***

## HUD LIMITED DENIAL OF PARTICIPATION LIST

Search using the standard web search box:

on a PC: ctrl+F

on a Mac: command+F

Open a search box, enter the name you wish to verify and hit enter. If there are no matches, the name is not on the list.

This list is current as of: 06/10/2024

HUD Limited Denial of Participation List - 1 page of 5 Records ([Printable Excel version](#))

Subject	Affiliation	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person/ Email	Contact Office Phone
Acosta, Lazaro		Miami, FL	All HUD Programs; Section 8 Rental Assistance Program	08/16/2016	08/15/2026	08/25/2016	Florida State Office	<a href="#">Carmen Trice</a>	202-402-2516
Bambick, Joseph M.		Fredonia, KS	All HUD Programs; Section 8 Rental Assistance Program	02/04/2016	02/03/2061	02/04/2016	Kansas/Missouri State Office	<a href="#">Carmen Trice</a>	202-402-2516
Ley, Daniel		Natchitoches, LA	All Housing Programs	03/05/2024	03/04/2025	04/09/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Mac Arthur, Andrew		Englewood, CO	All Housing Programs	02/15/2024	02/14/2025	03/21/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Wallen, Bradley		Centennial, CO	All Housing Programs	02/15/2024	02/14/2025	03/21/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604

Feedback

**Attachment:** Appendix 9: Certificate of Good Standing

### 12. Applicant shall provide a completed *HUD Affirmative Fair Housing Marketing Plan* for conducting outreach and marketing to those least likely to apply for this project.

Sol's housing efforts seek to address longstanding, racially disparate economic and social outcomes by creating opportunities to reach out to populations that may be the least likely to apply at our apartment communities. It is our belief that every person deserves to live in a home that is high quality, safe, and permanent. Our beneficiary residents come from a variety of races and ethnic backgrounds, and have low and very-low incomes, with several emerging from homelessness. Sol strictly adheres to fair housing practices that prohibit discrimination based on race, color, religion, sex, disability, familial status, or national origin. These practices are essential for giving people access to the housing they choose and can afford. Our staff and management company regularly attend Fair Housing training. Our housing promotes integration that attracts economic development and provides residents security, connection to the community, and access to opportunities.

Somos anticipates initial occupancy in June 2026 and will begin advertising no later than February 2026. The initial AFHMP is being submitted with this application to fill those initial vacancies once certificate of occupancy is obtained. The AFHMP will be evaluated yearly to determine if the marketing activities are adequately targeting the identified demographic groups least likely to apply.

Albuquerque's demographic composition creates a unique opportunity for marketing to populations that would be least likely to apply. As evidenced by the latest Census data, we have determined that Whites and Hispanics are quite likely to apply, but Black/African American,

Asian, and American Indian/Alaskan Native are least likely to apply. Within all geographic boundaries, census tract 6.05, Albuquerque MSA, and Bernalillo County, the percentage of Black/African American, Asian, and American Indian/Alaskan Native is less than that of Whites and Hispanics, but significant enough to warrant marketing to these groups. Additionally, we have identified Persons with Disabilities as a group least likely to apply and will consider that group in our marketing efforts.

We identified the African American Greater Albuquerque Chamber of Commerce for getting information to Black/African American residents. The American Indian Chamber of Commerce will assist in marketing to the Native American population. The Asian Family Center will be our main source of sharing information with the Asian community, especially in providing translation services to inform the community of availability at Somos. We have a couple of places to market to Persons with Disabilities. The Disabled American Veterans Department has been cooperative in posting fliers and allowing us to advertise availability for previous apartment communities.

Partnering with a third-party management company, Monarch Properties, Inc has self-certified that proper training for employees at Somos will be completed for both the AFHMP and Fair Housing. Examples of notification letters and training syllabus are included in the AFHMP. Fair Housing posters will be prominently displayed and a copy of the AFHMP will be available in the leasing office. Our exterior signage will display the HUD approved Equal Housing Opportunity logo at a size not less than 8"x8".

**Attachment:** Appendix D: T3.12 AFHMP Somos

**13. Applicant shall demonstrate how the Grant of Coronavirus State and Local Fiscal Recovery Funds in this RFP will be used to close a financial gap for a multi-family rental project that will leverage the 4% or 9% Low Income Housing Tax Credits.**

This request for \$1,000,000 grant of Coronavirus State and Local Fiscal Recovery Funds will help close the development gap created in Hard Construction Costs plus Construction Period Interest. In March 2024 we received the final bid from Jaynes Corporation for Farolito Senior and using those numbers we now project the construction cost of the project at over \$20.2 million, representing \$2.68 million increase from October 2023. When you factor in changes in construction period finance costs from longer construction period (17 months) and escalated interest rates that adds \$50,000 to the total Development cost. The combined gap from these two line items is \$2,733,215. In addition to this \$1,000,000 in Coronavirus gap funds, we anticipate applying for additional HOME funds in 2024.

<b>Construction / Rehabilitation Costs (construction contract costs)</b>	<b>October 2023</b>	<b>June 2024</b>	<b>Change</b>
Construction Contract	\$16,628,448	\$19,311,663	
Construction Contingency	\$917,286	\$917,286	
Total Hard Construction Costs	\$17,545,734	\$20,228,949	\$2,683,215
<b>Interim Financing Costs</b>			
Constuction Period Interest	\$750,000	\$800,000	\$50,000
			<b>\$2,733,215</b>

The \$1 MM in coronavirus gap funding is leveraged over 25:1 of the total \$25,287,327 total development cost, and it leverages the 9% LIHTC equity contribution of \$13,630,199 over 13.6:1. The June 2024 committed sources of financing include \$4.0MM permanent loan from MFA, \$2.4MM in HOME CHDO funds and \$13.6MM in LIHTC equity and \$853,292 deferred developer fee, which represents 66% of the total \$1.28 million developer fee:

Sources of Funds	Amount	HOME?
First Mortgage Loan (proposed amount)	\$4,000,000	No
Amortizing Second Mortgage Loan	\$0	No
HOME	\$5,109,979	Yes
Coronavirus State & Local Recovery Funds	\$1,000,000	No
MRA Land	\$535,000	No
CDBG	\$158,757	No
Deferred Developer Fee	\$853,292	
Developer Cash Investment	\$100	
Tax Credit Equity (proposed amount)	\$13,630,199	
<b>Total Sources of Funds</b>	<b>\$25,287,327</b>	

Total HOME Funding	\$5,109,979
Developer Investment for Financial Analysis	\$853,392

Somos is expected to cost \$320/sf based on current construction costs with a 3.5% cost increase forecast applied to the start of construction in December 2024. \$320 times the 63,399sf = \$20.3MM in hard construction costs. Total Development Costs are expected to be \$25.3MM. The project will have a capital stack of HOME, land is donated into the project by CABQ MRA, committed MFA Housing Trust Fund loan, Coronavirus recovery funds, CDBG and \$853k in deferred developer fee lent into the deal.

**Attachment:** Appendix B

# Section 4: Scored Criteria

**INSTRUCTIONS:** Provide a comprehensive **Narrative** explaining in detail the responses to the Threshold Criteria as listed below. Any necessary documented evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation**.

An Applicant Checklist with Threshold Criteria is included **APPENDIX C – HHH Affordable Housing Request for Proposals Scoring Matrix**.

The Narrative responses to the Threshold Criteria and any corresponding Supporting Documentation shall be used by the City as the basis for advancing to the Scoring portion of the application.

## **SCORED CRITERIA:**

- 1. NON-PROFIT'S COMPLIANCE WITH CURRENT CITY CONTRACTS-** Applicant should demonstrate that it currently does not have any repetitive, open Finding with the City for two consecutive years.

Per the attached City Monitoring report from January 30, 2024, we do not have any repetitive open findings with the City for the past two consecutive years.

**Attachment:** Appendix D: S4.01 GAHP Monitoring Report 01.30.2024

- 2. NON-PROFIT'S DEVELOPMENT EXPERIENCE / INTERNAL CAPACITY-** Applicant should demonstrate how it has internal staff capacity and experience developing, owning and managing affordable housing. (If Applicant is partnering with another entity, the partner's experience and capacity will not be counted for this scored criteria).

Sol Housing (fka The Greater Albuquerque Housing Partnership) has internal staff capacity and experience developing, owning, and managing affordable housing. Sol was incorporated in 1993 as a 501(c)(3) non-profit corporation and was Albuquerque's first citywide Community Housing Development Organization (CHDO). Working primarily in Albuquerque's older neighborhoods, Sol oversees the design, construction, and operations throughout the affordability period of new, affordable rental homes and developments. To date, Sol has developed and/or sponsored 958 affordable and market-rate rental units and 98 affordable and market-rate single family homes.

In 1996, Sol developed its first LIHTC (Low Income Housing Tax Credit) development with the 214-unit Bridgepoint Apartments. From 1996 to 2008, the organization mainly developed single-family homes and townhomes and homebuyer programs to enable families to purchase their first home. Since 2010, Sol has developed 9 apartment communities totaling 722 new affordable housing units and 12 rehab units, funded with Low Income Housing Tax Credits and City of Albuquerque funds (HOME, Workforce Housing Trust Fund, and Affordable Housing Fund 240). We have successfully leveraged HOME dollars for four of our current properties, Cuatro, Plaza Feliz, Luminaria Senior Community, and PAH! Hiland Plaza, and two that are in development, Farolito Senior Community and Somos Apartments.

Sol Housing is committed to building a better Albuquerque. In our 2024-2028 Strategic Plan, we envision a future where everyone can create community, connection, and joy in a home of their choice. To that end we established specific action steps to strengthen a diverse staff and board that will inform best practices for more diverse and equitable opportunities. We regularly engage with Neighborhood Associations before, during, and after the development process. Community meetings are conducted as listening sessions to ensure we are considering our neighbors' needs and wants as we proceed with our development plans. Once our communities are placed in service, we continue to be good neighbors. Our Enrichment Services Coordinators are members of or attend Neighborhood Association meetings and partner with community-based health providers to provide classes and resources to our residents to help residents maintain housing stability and improve health outcomes. We host neighborhood events at our properties, maintain our properties as clean and litter-free, and promote the security and safety of our residents.

Executive Director, Felipe Rael has over 20 years of housing finance expertise including Low Income Housing Tax Credits, bond financing, the Federal Home Loan Bank of Dallas Affordable Housing Programs, and the State of New Mexico affordable housing development programs. Director of Housing Development, Miriam Hicks, RA, is a licensed Architect with over 25 years in the design and construction industry and oversees the development of our apartment communities from site identification to design and construction. Deputy Director of Operations, Kelle Senyé, is a CPM® and ARM® with over 30 years in the apartment industry who lends her expertise in the overall operations of the apartment communities, marketing, and social service delivery. Director of Community Relations, Laurie Frappier, is a nonprofit leader and housing advocate who provides community outreach and communications for the organization. Rita Gonzalez, Controller is a Certified Public Accountant with over 35 years of accounting experience. Robert Sitkowski, AICP, ESQ., Associate Director of Housing Development, has over 35 years of experience in all aspects of real estate development, including law, urban planning, urban design, and architecture. Enrichment services coordinators DuJuan McCoy, David Poole and Kenzie Davison provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

In addition to its internal development team, Sol partners with local leaders in affordable housing development and operations. The development team will work closely with Hartman + Majewski Design Group, Green Insight, Jaynes Corporation, and Monarch Properties, previous partners on Sol's affordable housing development projects. Hartman + Majewski Design Group was the design team for Plaza Feliz, Casa Feliz, Plaza Ciudadaña, and PAH! Hiland Plaza. They are a trusted team excited to contribute their design expertise to provide beautiful new rental homes for Albuquerque seniors and veterans. Green Insight provides technical assistance for environmental considerations. Jaynes has been the general contractor for Luminaria Senior Community and PAH! Hiland Plaza, offering over 40 years of experience delivering quality projects. Monarch Properties are specialists in full-service multi-family apartment management, whom Sol has partnered with for all its apartment communities since 2010 serving seniors and households with children.

**Attachment:** Appendix D 01.05 Resumes

- 3. DEVELOPER EXPERIENCE / HISTORY OF SERVING NM- Applicant should demonstrate how it has served New Mexico within the last 24 months such as developing new housing, rehabilitating existing stock, managing housing stock, or delivering non-housing services that have had lasting benefits for the community (e.g. behavioral health, childcare, education, etc.). If Applicant is partnering with another entity to meet the threshold criteria for capacity and experience, that entity demonstrates how the partnering entity has served New Mexico within the last 24 months.**

Sol Housing has served the City of Albuquerque for 31 years. Within the last 24 months Sol has developed new housing while overseeing the management of its affordable housing communities and providing enrichment services to our residents. In 2022, Sol opened the doors at Luminaria Senior Community, a 92-unit affordable multi-family housing community for seniors 55 and older. In 2023, we opened PAH! Hiland Plaza, a 92-unit multi-family affordable housing community designed with and for the Deaf community with Deaf-focused features and family-friendly enrichment services that support independent living. Sol manages these and its other multi-family affordable housing communities, Plaza Feliz, Plaza Ciudadña, Cuatro, Plaza Feliz, and Sterling Downtown while also developing Farolito Senior Community and Somos Apartments. In addition to developing and managing these apartment communities, Sol Enrichment Services Coordinators provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

- 4. DEVELOPMENT TEAM FINANCIAL SUSTAINABILITY- Applicant should demonstrate how it and/or its development partner has the necessary financial resources for staff to carry out a new development project.**

Per the attached December 31, 2022, audited financial statements, Sol has a net worth of approximately \$91.3 million including cash holdings of \$6.3 million. Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$430k in additional deferred developer fee available for cost overruns.

**Attachment:** Appendix 9: 2022 GAHP Audit

- 5. PROJECT FINANCIAL FEASIBILITY- Applicant should demonstrate how the project is financially feasible and sustainable based on the provided Financial Schedules and its ability to obtain the necessary financing (exclusive of this gap financing).**

Construction prices continue to reach unprecedented highs, labor and supplies are in high demand and short supply, inflation is rising, and overall costs of materials are expected to remain high even if inflation and market pressures ease. We have been navigating this cost environment through the construction completion of Luminaria Senior Community, our LIHTC senior housing completed in March 2022, with PAH! Hiland Plaza, our LIHTC family housing was completed in August 2023 and with Farolito Senior Community, which we have negotiated the guaranteed maximum price construction contract and will start construction in the third quarter of 2024. We are working with the top experts in design and construction who know our market and who each have over 50 years of relationships in our community to rely upon. We have drawn from these resources for accurate pricing and construction techniques and materials to inform our value engineering process and aid us in determining the construction cost estimate for Somos. The hard construction costs are 3.5% higher than Farolito's negotiated construction



contract. The soft costs were blended from Farolito underwriting, and the completed cost certifications for Luminaria Senior Community and PAH! Hiland Plaza. We also team with financial partners who know us, value our team's knowledge, and prioritize investing in the Albuquerque market. We included letters of intent in the original HOME application from partners whom we have financed five LIHTC equity, construction, and permanent loans. We will leverage the \$2,409,978.54 in HOME funds at over 10:1, and with the additional HOME request of \$5,109,979 at 4.9:1.

We utilized the Walk-Up window to apply at the Albuquerque Housing Authority to receive an allocation of 25 Project Based Voucher units, similar to Luminaria, Hiland Plaza and Farolito. Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$430k in additional deferred developer fee available for cost overruns. The developer also has \$6.3MM in unrestricted cash holdings in checking, savings, and CDs to support a subordinate loan; with a track record of \$636,000 general partner loan for Sterling and \$1,050,000 land contribution for Hiland Plaza.

Based on Tab 'Operating Pro Forma' in Appendix B there is sustainable, positive cash flow in years 2-20. Utilizing conservative underwriting assumptions in Tab 'Pro Forma Assumptions' the pro forma is utilizing 2% rent increases for HOME assisted, LIHTC and Other affordable units: while increasing Operating Expenses at 3% per year. The stabilized Debt Service Coverage Ratio in Tab 'Pro Forma Assumptions' is showing 1.26 DSCR in Year 2 (first stabilized year) and remaining above 1.20 through Year 20 HOME Affordability Period: ranging from low of 1.23 DSCR and not exceeding 1.26 DSCR during that same period. The Tab 'Operating Expenses' the total operating expenses is \$6,004 per unit/per annum (PUPA). When considering \$300 PUPA replacement reserves this takes the Total Expenses Plus Reserves to \$6,304 which reflect conservative expense ratios, ensuring long-term sustainability for this New Construction project through the 20-year HOME Affordability Period.

**Attachments:** Appendix B

**6. PROJECT COMPLETION TIMEFRAME- Applicant should demonstrate that the project can reasonably obtain a Certificate of Occupancy within 3 years.**

Somos has already secured site control and a significant portion of the funding sources for development. Somos received awards through competitive process from the City of Albuquerque for the land from the Metropolitan Redevelopment Agency and for pass-thru funding (HUD HOME) from the Dept of Health. Housing and Homelessness in 2023, and successfully received a 2024 9% tax credit allocation for a target population of seniors 55+ awarded in May 2024. The project-based vouchers have been awarded. Gap funding to secure financial closing is all that remains, and Sol anticipates closing and starting construction December 18, 2024 and achieve final completion by June 30, 2026.

Development Agreements with the City of Albuquerque, the Mortgage Finance Committee and our development track record for on time and on budget projects speak to our ability and commitment to complete the construction and receive the certificate of occupancy in less than three (3) years. Please refer to the full development schedule in Section 2.11 Development Schedule.

**7. PROJECT PRIORITY POPULATIONS: Applicant should demonstrate how Project is a Senior (age 55+) community living project that will provide at least 50 income restricted housing units.**

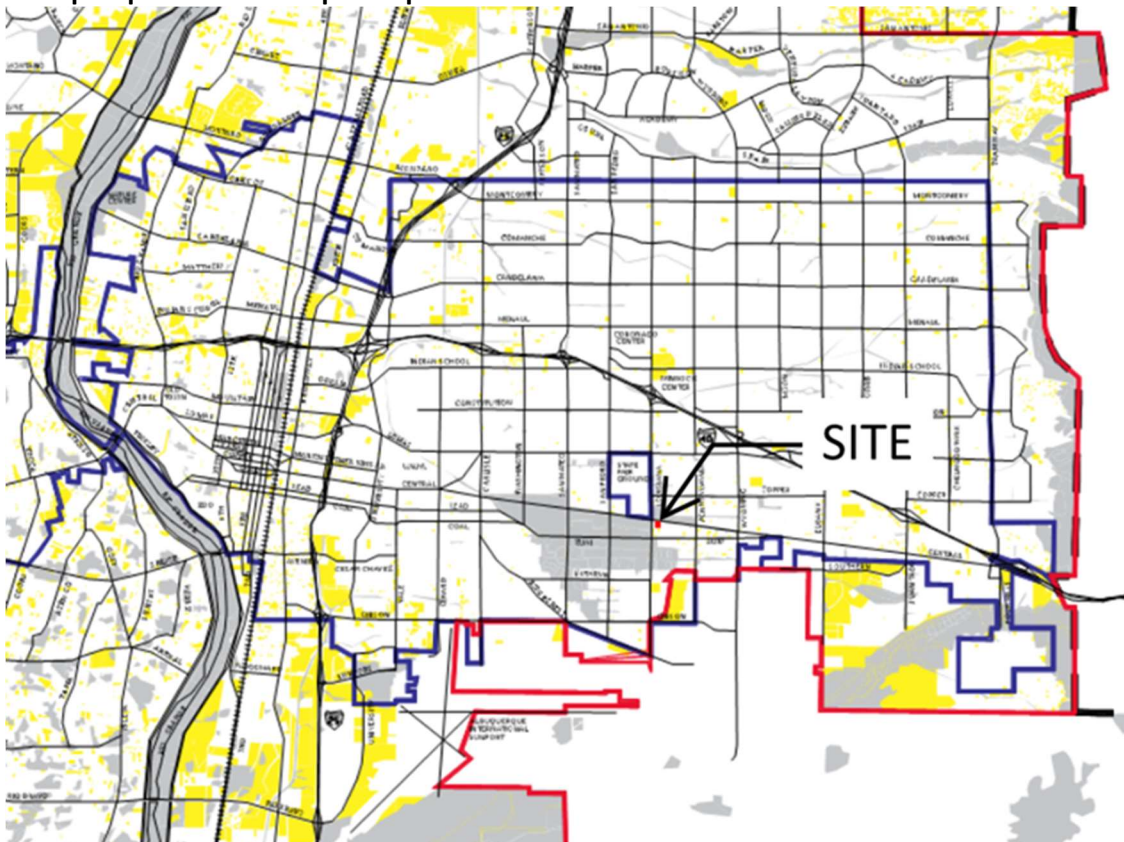
59 of the 70 units at Somos are reserved for households with seniors 55+ making at or below 60% of the area median income. Please refer to pages 1, 13, and 14 of the attached, S4.07 Senior Documentation for the MFA award letter and MFA Meeting Minutes indicating the set-aside for seniors at Somos.

**Attachment:** Appendix D: S4.07 Senior documentation

**8. PROJECT LOCATION / INFILL - Applicant should demonstrate how Project is located in an Infill Area (defined as property located within the City of Albuquerque 1960 Municipal Limits (See [IDO Interactive Map, Button 1](#))).**

Somos is located within the 1960 Municipal Limits as indicated by the blue outline in the map below. The site, formerly the Blue Spruce Lounge at 7200 Central Avenue SE is at the corner of Central Avenue and Alcazar Street. The City of Albuquerque demolished the Blue Spruce Lounge in 2004 and the land has remained vacant since.

**Albuquerque 1960 Municipal Map**



9. **PROJECT LOCATION / MRA, TOD, AOC - Applicant should demonstrate how Project is located in at least one of the following :**
- A Metropolitan Redevelopment Area (See [IDO Interactive Map, Button 1](#)).
  - Within 1/4 mile of a Transit Center, Premium Transit Station or Transit Corridor (See [IDO Interactive Map, Button 2](#)) for Premium Transit Stations and Corridors. See [here](#) for a map of Transit Center.
  - An Area of Change ([IDO Interactive Map Button 2](#)); Note that areas of Change and Consistency are different – use Legend to identify Areas of Change).

The anchoring element of the Near Heights MR Area Plan is the creation of a Commercial Corridor Project that was later given life in the 2001 International Marketplace market study and design study as the expansion of an International Marketplace at the intersection of Louisiana and Central. The concept was to establish an array of ethnic businesses providing diverse services that appeal to the adjacent culturally rich neighborhoods and draw shoppers and visitors from all over the city and region. The International Marketplace development was to include the Talin supermarket, retail, office, and residential dwellings within the larger 6-acre corner. Sol is committed to all five factors identified in the MR Area Plan that determined Louisiana and Central as the right location of the International Marketplace. All five are still relevant today and we feel confident will be achieved through the public private partnership with Sol and the mixed-used design we propose.

1. Eliminates blight and prevents further deterioration of property values in the area. The MR Area Plan took great effort to identify areas of blight and disruption in the community using neighborhood surveys. These survey results identified the Blue Spruce Lounge as a blight on the community that needed to be removed. In 2004, The City of Albuquerque was successful in acquiring and demolishing the Blue Spruce which occupied the site. Despite these planning efforts, the site remains vacant and undeveloped with over-grown weeds, litter, and security fencing. By developing the site with a large capital investment of new housing, retail space, new landscaping and lighting, and new residents calling Somos home, we will eliminate the blighted conditions and prevent further deterioration of property values in the area.
2. Stimulates public and nonprofit/private investment in the area. Somos will be a public private partnership through Sol, MRA, and HHH to convert a difficult to develop site into a mixed-use community investment that will help transform and invigorate the site into the physical and symbolic center of ethnic businesses and community institutions envisioned for the neighborhood. Somos will invest \$17.6 million in construction costs to achieve the vision of a welcoming and diverse community hub that will contribute to the revitalization of the International District. The timing of this investment is optimal to bring new life into the International Marketplace during this period of renewal and recovery while providing needed housing to area residents.
3. Increases the number of jobs in the area and increases the patronage of local businesses. The International Marketplace has been successful but is suffering from disinvestment resulting from the economic stresses we have experienced since the great recession in 2008 and the Covid Pandemic in 2020. Surrounding businesses have closed their doors and the lack of services for people living without shelter is hard on private business owners and city infrastructure. GAHP intends to use the retail space, through collaboration with the International District Community Development Corporation (IDCDC), to incubate new local businesses grown from the Trumbull and La Mesa community. As estimated by WeAreApartments.org, Somos will generate 123 jobs with an estimated economic impact of \$23 Million. New residents of housing that is

- affordable have more discretionary money available to patronize local businesses because they do not have to spend more than 30% of their income on housing.
4. Empowers residents while furthering economic self-sufficiency and sustainability. Sol's mission is to create exceptional housing that promotes household stability and vibrant communities. Affordable housing with income restrictions provides a housing option for residents to keep their housing costs low, reducing the risk of the resident becoming housing cost burdened, and allowing the resident to free up disposable income they might not otherwise have available. Utilization of 25 Project Based Vouchers (PBV) makes units available to residents with low and very low incomes so they pay no more than 30% of their income towards rent. The high level of energy efficiency with a Home Energy Rating System (HERS) index of 55 or better means decreased utility costs for Somos residents. This combination of affordable rents and decreased energy costs empowers residents towards self-sufficiency and improved household stability outcomes.
  5. Promotes the image of a safer community. Removing vacant and unused parcels is the first step toward actual and perceived improvements to safety. Somos will be designed with Crime Prevention Through Environmental Design (CPTED) principles that all contribute to a sense of safety and belonging that decreases opportunities for crime. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape

**Attachment:** Appendix D: S4.09 Near Heights MRA boundary map

- 10. PROJECT LOCATION / PROXIMITY TO SERVICES - Applicant should demonstrate how Project is located near existing neighborhood facilities 0.5-mile walk distance to at least three facilities OR a 1-mile walk distance to at least six facilities. At least one facility must be a supermarket, farmers market or other food store with produce.**

The proposed site is located within walking distance of several existing neighborhood shops, services, and facilities. There are at least 6 diverse use locations within ¼ mile walking distance and several additional businesses/services within ½ mile walking distance of the proposed site.

***.5 mile radius map and table of area business on next page***



Diverse Use	Name	Address	Distance
Supermarket	Bombay Spice	6514 Central Ave SE	.5 mile
Supermarket	Talin Market	88 Louisiana Blvd SE	.2 mile
Library	International District Library	7601 Central Ave NE	.3 mile
Restaurant	Arturo's Mexican Food	325 Louisiana Blvd SE	.4 mile
Restaurant	Coda Bakery	230 Louisiana Blvd SE	.3 mile
Restaurant	Pad Thai Cafe	110 Louisiana Blvd SE	.2 mile
Restaurant	May Cafe	111 Louisiana Blvd SE	.3 mile
Restaurant	Lindo Mexico	7209 Central Ave NE	479 feet
Hair Care	Style Connection Salon	428 Louisiana Blvd SE	.5 mile
Laundry	\$3.00 Wash	7226 Central Ave SE #K	.1mile
Medical	First Nations Community Health Source	7317 Central Ave NE	.1 mile
Medical	Young Children's Health Center	306 San Pablo St. SE #A	.3 mile
Dentist	Kids First Dental Care	7711 Zuni Rd SE	.5 mile
Place of Worship	Crestview Community Church	301 Chama St NE	.4 mile
Place of Worship	La Mesa Presbyterian Church	7401 Copper Ave NE	.4 mile
Place of Worship	Wat Phrathat Doi Suthep	320 Louisiana Blvd SE	.2 mile
Fire Station	Albuquerque Fire Station 5	123 Dallas St NE	.5 mile
School (Pre-K)	PB & J Family Services	209 San Pablo St SE	.3 mile
Convenience Store	Family Dollar	7226 Central Ave SE	.1 mile

**11. PROJECT GENERAL DESIGN / ENERGY EFFICIENCY - Applicant should demonstrate how the project will be designed to be energy efficient and will receive a Green Building Certification from a recognized Certifying Organization. Energy Use Certification Only = 5 points; Comprehensive Certification (Construction, Water & Energy Use) = 10 points**

Somos will reach at least gold certification (comprehensive certification) for construction, low water-use and reduced energy usage based upon accepted green and sustainable building construction under the protocols of the LEED™ for Homes program. Low water-use plumbing fixtures, irrigation and native or adaptive plants, as well as water harvesting strategies within the landscape reduce overall water usage and repurpose surface drainage within bioswales to water shade trees and allow water infiltrate to the city's aquifer where possible. Energy efficient construction that reduces air infiltration, well-insulated reflective roof, LED and energy star lighting, and energy star appliances will be installed throughout, with the dwelling units achieving a Home Energy Rating System (HERS) of 55 or better, exceeding requirements for the Albuquerque Energy Code. Infill projects are particularly strong in LEED points Location and Transportation, and Energy and Atmosphere categories which will reduce both resident transportation and utility costs. The central hot water system will have a solar pre-heat option that can be added in the future allowing solar thermal panels to heat the water to 80% of its operating temperature. The site incorporates future solar and 2 electric vehicle charging ports with capability for additional charges to be added in the future.

Somos Apartments will comply with the 2021 International Energy Conservation Code (2021 IECC) integrated into the building permit requirement for a 4-story commercial building including the commissioning of all public spaces and the mixed-use, for-lease commercial space and the exterior building enclosure. Residential spaces will have blower door testing, duct leakage testing, and design/installation best practices performed and observed by our 3rd party HERS rater and LEED for Homes consultant, Green Insight. Integration of LEED for Homes and Energy Star benchmarks will further enhance the energy use practices of the community while ensuring baseline code compliance is met and exceeded.

Sol Housing places the federal requirements of affordable housing receiving HOME funds into our contracts with both the architect and the general contractor so that from day 1 the full team is working to meet and maintain compliance with U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as applicable.

Documentation including narrative, scorecard checklist, and draft compliance certificates are provided from Green Insight, an approved verification provider by the US Green Building Council for LEED for Homes program. Somos will achieve LEED-H Gold certification and a maximum HERS of 54 with costs included in the project.

**Attachments:** Appendix D

- S4.11 Comprehensive Certification
  - Green Building Narrative
  - LEED checklist (scorecard)

- LEED Certificate of Opinion
- Architect Statement of Energy Efficiency
- 01.05 Resumes - Green Insight Business bio

**12. PROJECT GENERAL DESIGN / CPTED: Applicant should demonstrate how the project will be designed, built, and managed using specific Crime Prevention Through Environmental Design (CPTED) principles.**

Crime Prevention Through Environment Design (CPTED) principles are fundamental to the design of our communities. It is critical for residents to develop feelings of territoriality, an informal feeling of ownership of their homes and community to feel safe and relaxed with their neighbors. We strive to achieve this informal ownership through clear delineation of public spaces from the semi-private areas for residents only to the privacy of their individual apartment home. Activation of the site with walking paths, various nodes of socialization and seating and long lines of sight from all sides of the building, eliminate hiding places and ensure residents “own” and use the whole property and feel safe within it.

In addition to informal ownership, the design includes layers of access control provided from secure and highly visible fencing, gates, and vehicular gates, illuminated building numbers, high visibility and well-lit entries with security cameras, and access control that does not allow access to resident areas without a key fob. We use key fobs instead of keys or keypads with codes because the key fob is assigned to a unit number and trackable back to the resident and individuals on their lease such as a family member to check on a loved one or to an in-home care provider or case manager. Well-lit hallways, visible unit numbers, proper deadbolt and wide-angle eye viewers for resident entry doors provide additional layers of security for the resident and property management.

Once the community is placed-in-service, the CPTED requirements will be maintained. Control of exterior electrical outlets and water hydrants, which reduces opportunity and availability of electricity and water that entice trespassers to charge phone and fill water vessels. Inoperable vehicles will be cited as unacceptable in the lease agreement and allow management to remove any that appear at the community. Proper “no trespassing” signs, and placing landscaping materials that limit loitering, dissuade trespassers from sleeping or resting on the property. Landscaping will be maintained by a professional landscaping company with trees and shrubs trimmed for visibility. The regular landscaping maintenance will present an attractive scene for both the residents of the community, visitors, and the community at large.

Our property manager and maintenance staff are our number one resources for implementing CPTED principles. They know the typical patterns of behavior and the security issues that cause the most concern. We rely on their continual feedback both during design and after placed-in-service. We have strategically located our management office so that property management and maintenance staff can monitor the building's entry. Our residents are our next best resource. Getting to know your neighbors and creating defensible space for residents is a crucial factor in the success of access control. Encouraging residents' activities and social gatherings helps residents get to know each other and create relationships that help maintain the security and sense of safety for residents. Once they feel at home and form community, they defend the property by watching over their neighbors and letting management know what is happening after hours and on weekends. Our property managers appreciate and use the resident's “ownership” of the community to inform ongoing management decisions including requesting property improvements as needed.



Kelle Senyé, Deputy Director of Operations for Sol completed the CFMHP in October 2019, and her certificate is attached in supporting documentation. In her role, Kelle will be able to support the CPTED and other CFMHP requirements during the design, construction, and long-term operation of the property. GAHP will hire a third-party management company, Monarch Properties, Inc. to oversee daily operations. The Regional Property Supervisor for Monarch, Kevin Mahon attended the CFMHP training in April 2016, and his certificate is attached. When the new property manager and maintenance technician are hired, they will be required to attend the next available CFHMP training.

**Attachment:** Appendix D: S4.12 CFMHP Certificates

**13. PROJECT SITE DESIGN AND DEVELOPMENT / NEIGHBORHOOD- Applicant should demonstrate how the Site Design will fit into the context of the neighborhood and why the design is appropriate for that specific community. Site design has creative and sensitive response to the social and physical context of the surrounding neighborhood. Site plan contributes to public streetscape or minimizes the visibility of parking.**

This infill site at the corner of Central Avenue and Alcazar Street SE was previously developed as the Blue Spruce Lounge. It was purchased and demolished by the City of Albuquerque following the adoption of the 2000 Near Heights Metropolitan Redevelopment Plan (MR Plan). The MR Plan envisioned the site would soon be redeveloped with a mixed-use of commercial space and housing in keeping with the new construction of the Talin Market and International Marketplace infrastructure and sidewalk improvements the Metropolitan Redevelopment Agency (MRA) installed in 2004. These improvements included the sidewalks with decorative patterns along Central Avenue and Alcazar Street of the proposed site. Many factors delayed the redevelopment of the site and Somos will not only achieve the 20-year-old vision but far exceed it.

In July 2023, Sol responded to a request for proposals from the MRA seeking partners to develop the site with a minimum of 30 dwelling units and 1,000 square feet of commercial space. We found the site was able to yield 70 units in a 4-story building and meet the parking requirements for off-street parking in the Integrated Development Ordinance (IDO), with reductions for being located within a premium transit center and 660 feet of an Albuquerque Rapid Transit (ART) bus stop. As part of the RFP response, Somos will also include installation of 2 electric vehicle (EV) charging stations on the site and a dedicated parking space outside of the secured parking area for rideshare vehicles such as Uber and Lyft. Equitable access to all forms of alternative transportation such as Zero-Fare bus service, rideshare, carpools, electric vehicles, and bicycles are vital for sustainable and regenerative mixed-income communities.

We also researched the needs of the existing community members through a community needs assessment (CNA) completed in May of 2023 by Linda Stone, MPH in collaboration with the International District Direct Service Provider Collective (IDDSPC). The CNA established the need and desire for new affordable housing in the area and the crucial need for a safe neighborhood with well-lit streets that allow people to walk at night and build community connections coupled with a sense of belonging. Placing homes and local businesses on the site with beautiful landscaping, building and site lighting that illuminate sidewalks, and a site plan utilizing CPTED principals to eliminate hiding spots and loitering will provide the active and highly visible safe community the community desires. Removing the blighted and vacant lot and increasing the



usage of the area will place a lot of “eyes on the street” with residents and business owners taking ownership of their new home and neighbors.

All these community needs and MRA requirements influenced the site design for Somos which, at just less than an acre (0.949), requires an efficient site design that balances the placement of the building toward the northern and western boundaries of the site with parking tucked behind the building and accessed from the southwest corner of the site along Alcazar. This building placement and massing reinforces the IDO’s form-based zoning for mixed-use, medium density (MX-M) development designed to offer an external urban edge and pedestrian streetscape with landscape buffer and street trees along Central Avenue and Alcazar Street, while providing a protected inner courtyard where the resident entry is shielded from the traffic and noise along Central Avenue.

The main entry for the community is in the northwestern corner of the site at the corner of Central and Alcazar and utilizes the existing decorative sidewalk improvements and artistic pillars depicting various cultures present in the International District that were installed by the MRA.

Placement of the commercial business spaces utilizes the widest portion of the existing sidewalk and maximizes visibility to and from Talin Market and the International Marketplace spaces shared around the Talin Market parking area, thus expanding the business offerings, and providing a visual backdrop to the Marketplace and parking. Street trees along Alcazar, site furnishings, and colorful awnings will offer an aesthetically pleasing and shaded storefront for local businesses to get their start after being incubated through the International District Community Development Corporation (IDCDC).

Future residents of Somos will shop at Talin Market, eat at Cody Bakery, Pad Thai Café, and other restaurants in the immediate area. A speed table with different texture and color from the roadway will slow traffic on Alcazar and provide an accessible and distinct crossing location for residents to access the International Marketplace while reinforcing a sense of place and belonging with the greater commercial business services.

Street trees and other low water use landscaping and steps in the building height, as well as optional planter boxes or decorative site furnishings will bring the building height down to pedestrian scale along Central Avenue and Alcazar Street enhancing the streetscape and pedestrian experience. Low water-use landscaping that meets IDO and City of Albuquerque requirements will provide a rich variety of native or adapted plantings that enhance the aesthetic interest and commercial appeal of the site and will be properly maintained by a professional landscape company. Outdoor spaces will meet open-space requirements for multifamily communities and, though small, will be accessible to all residents with site furnishings and lighting to encourage use and a sense of belonging.

The property will be enclosed with perimeter site fencing and access controlled vehicular and pedestrian gates. The perimeter fencing will be transparent, allowing a high level of visibility for long sight lines and a feeling of safety both within and around the site. The new site lighting will consist of both building mounted lights and pole lights to make sure sidewalks, entries, and gathering areas are well lit. String lights will be added to the interior courtyard for aesthetics and enjoyment of the residents.

**Attachments: Appendix D**

- S4.13 SOM Site Plan
- S4.13 SOM Building plans
- S4.13 SOM Building elevations
- S4.13 SOM Site Photos

**14. PROJECT SITE DESIGN AND DEVELOPMENT / LANDSCAPING- Applicant should demonstrate how Landscape Design will fit into the context of the neighborhood and why the design is appropriate for that specific community. Landscape Design incorporates xeriscaping and/or rainwater collection.**

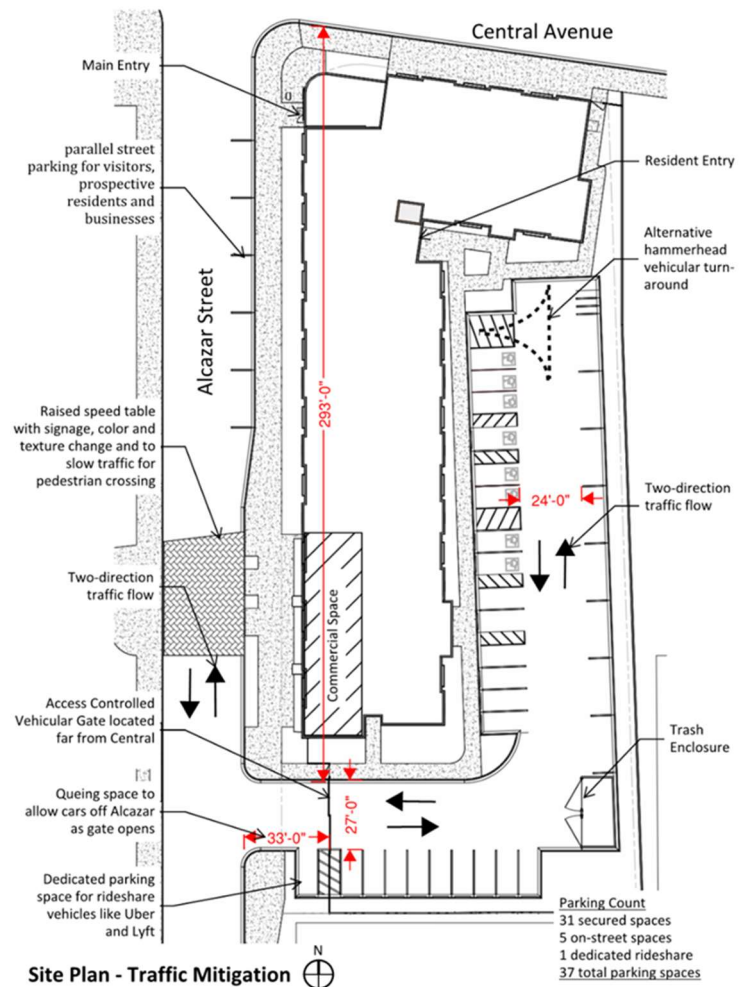
The landscaping at Somos will be designed to meet City of Albuquerque standards and IDO zoning requirements for multifamily dwellings along a major transit corridor including the required landscape buffers and one tree per dwelling unit on first and second floors, as well as percentage of site landscaped. Xeric plantings will be low-water use, non-invasive, native, and adaptable species as required by the City of Albuquerque and for LEED for Homes certification.

The professionally maintained landscaping at Somos will be one of the most visible and significant ways the site will be improved, contributing toward the enjoyment and sense of safety of the greater community, as well as enhancing the lives of new residents. Street trees along Alcazar Street will provide shade and security for pedestrians walking to area businesses and transit. Awnings and site furnishings provide the pedestrian friendly and active streets needed to revitalize the International Marketplace.

**Attachment:** Appendix D: S4.14 SOM Landscape Plan

**15. PROJECT SITE DESIGN AND DEVELOPMENT / TRAFFIC PLAN- Applicant should demonstrate how any traffic issues created by the project will be mitigated.**

The building placement for Somos was driven by placing access to the secured resident parking lot as far from Central as possible to mitigate traffic conflicts between vehicles turning from or onto Central and residents entering or exiting the parking for Somos. The parking entry is more than 100 feet north of the entry drive to Talin Market and the International Marketplace shops and restaurants, limiting any traffic flow conflicts along Alcazar Street. Additionally, the commercial space was located to be highly visible from the parking lot to the west side of Alcazar to encourage shoppers to park once to access Talin Market, Somos shops, and other area businesses. Pedestrian access is encouraged with a wide raised speed table to create an accessible crossing location from the Talin Market and International Marketplace over to Somos shops. The change in height, texture, and color of the speed table and signs indicating pedestrian crossing will slow traffic, as will the on-street parallel parking. A dedicated parking space of rideshare vehicles such as Uber and Lyft will help maintain clear lines of sight around the entry to the resident parking lot and a long queuing space allows vehicles to fully exit Alcazar Street while waiting for the vehicular gate to open. Residents leaving the secure parking lot may turn right or left onto Alcazar and access right and left turns onto Central Avenue or Zuni Road. The 31 secured resident parking spaces, 5 on-street parking spaces and dedicated rideshare parking space satisfy the IDO requirements for the development.

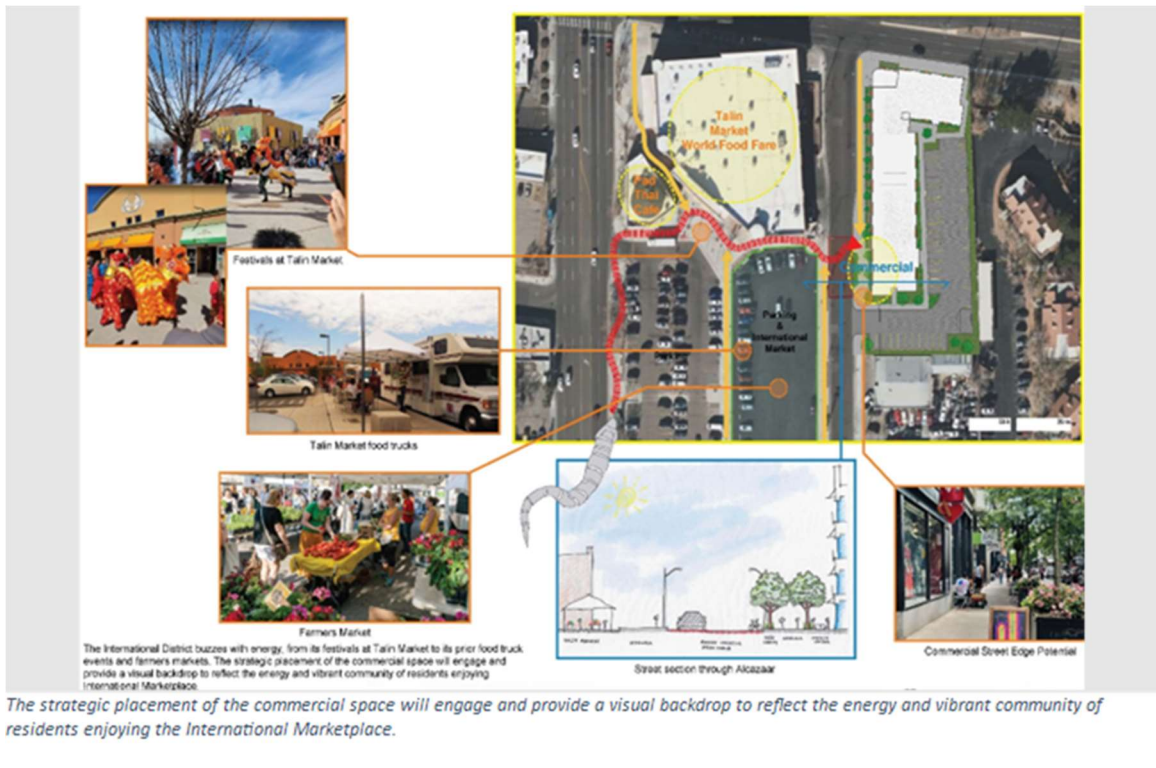


All these design elements help Somos fit seamlessly into the context of the neighborhood and reinforce natural circulation patterns mitigating any new conflicts.

**16. PROJECT SITE DESIGN AND DEVELOPMENT / WALKABILITY- Applicant should demonstrate that the project design encourages walkability, pedestrian activity, use of existing public park or recreation facilities or provides common areas for community gatherings.**

Somos' site design and location encourages walkability, pedestrian activity, and common areas for community gatherings. Incorporating items from the Near Heights Metropolitan Redevelopment Plan, IDO, and additional requirements of the City of Albuquerque, the building forms an L-shape with the opening facing east. Commercial space and housing residential amenity spaces are located on the ground level facing Alcazar Street and Central Avenue. The west building facade along Alcazar Street faces the parking area of the International Marketplace and connects to a pedestrian oriented path along an accessible public sidewalk with added lighting, new low water-use landscaping, and street trees. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape with sidewalk tables and chairs, storefronts, and shop displays bring neighbors together while creating a walkable option to the ART Rapid Ride bus stop at Louisiana and Central as well as nearby stores and restaurants. Adjacent to the site and within a 1/2-mile walk are La Mesa Garden Park, Talin Market World Food Fare, numerous restaurants, multiple auto repair, body and tire shops, several houses of worship, First Nations Community Healthcare, the International District Public Library, and many more businesses, restaurants, and services. The bus stop for bus route 157 near Somos, on Louisiana and Central, provides a convenient route to Cesar Chavez Community Center located approximately 1 mile south of the site.





**17. PROJECT SITE DESIGN AND DEVELOPMENT / MIXED USE- Applicant should demonstrate how Project is part of a mixed-use development, with at least two separate land uses.**

Somos is mixed-use with both residential multifamily and commercial business spaces. The ground floor will include approximately 1,000+ square feet of commercial space for lease facing Alcazar Street with a direct connection to the International Marketplace via a raised speed table.



Somos is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one-bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.





We learned from the City of Albuquerque Small Business Office (SBO) that there is a lack of business locations for small start-ups just growing large enough for their first brick and mortar shop. Most properties are owned by a few large commercial entities with finely tuned leases, attorneys, and years of experience which is intimidating and challenging to navigate for new businesses. City services like the SBO and local incubators like the International District Community Development Corporation (IDCDC) can get these businesses started on a plan to occupy a storefront a year or more before they sign a lease for their first location. These programs need community partners like GAHP to provide supportive lower-cost storefront locations like the one at Somos to “start, stay and grow.”

Partnership with the International District Community Development Corporation (IDCDC) means an ongoing, synergistic cycle of income, spending, celebration, and growth for the International District. Somos features 1,000 square feet of storefront retail space visible from the Talin Market Plaza and along a walkable, pedestrian-friendly, thoroughfare. The space will be leased by local small businesses participating in the IDCDC’s incubator and accelerator program which will provide jobs, income, and services needed and used by community members. GAHP has already received a letter of support from the IDCDC committing to securing commercial tenants who will benefit from a new, well-located space with rent affordable for a new business getting started. This combination of business development and new residents to support them and other area businesses enlivens the community with vibrant and needed activity and helps to secure the future of the International District.

The vivid colors and playful building design of Somos reflect the rich cultural diversity of the International District and provide a distinct backdrop for weekend farmers markets and festivals to begin again. With community reinvestment and a perfectly situated and artistic design, we hope to see the International Festival and other celebrations of cultures represented in the International District return to the International Marketplace in the coming years.

**Attachment:** Appendix D: S4.17 IDCDC Letter

**18. BUILDING DESIGN AND CONSTRUCTION- Applicant should demonstrate how Buildings meet local zoning requirements for the Project Site, including requirements for unit densities, building heights, building setbacks, massing, colors, and materials.**

Somos is proposed as a 63,399sf, 4-story wood framed, multifamily and mixed-use community consisting of 70 one-bedroom apartments with leasing office and amenity spaces to support residents, and 1,000+ square foot commercial space to support start-up local businesses. The building design meets the zoning requirements of Medium Density Mixed-Use (MX-M) with use

of stucco, glass, painted mural, metal trellis and fabric awnings to create a dynamic building elevation that benefits the surrounding community by reflecting the colors and images of the culturally rich neighborhood, and by improving lighting and landscaping for a walkable and pedestrian scaled built environment. Outdoor seating and shade trees, large, glazed storefronts for local businesses with colorful awnings and building signage will provide appealing and relevant retail venues to explore and make into a community must-have destination.

We have designed the building to provide residents with areas to gather and socialize throughout the building as needed to build community bonds and provide social enrichment outside of individual apartments. The large community room that is accessible 24/7 to residents for TV watching and social enrichment activities and can be reserved by residents for private events at no cost to the resident. GAHP's enrichment services team will operate a pantry space accessed from the community room on a bi-weekly basis to help alleviate food insecurity experienced by low-income residents. Reliance on alternative transportation such as bicycles is supported with an indoor secure bike storage room with 18 bike parking spaces for residents to safely store their bicycles.

The main entry provides a beautiful entry lobby with controlled access and onsite leasing office and property management office located at the northwest corner of the site at Central Avenue and Alcazar Street. A second controlled access entry is provided from the secure parking lot leading inside directly to the elevator lobby, providing access to all upper floor apartments. If the budget allows, the design will incorporate a third-floor rooftop deck facing Central Avenue.

The one-bedroom unit design is consistent throughout all units with an open floor plan for the kitchen, dining and living room, and a separate bedroom with a private bathroom. Each unit contains wood-look cabinetry, a large pantry closet, low-water use plumbing fixtures, and full-size Energy-Star rated electric appliances including microwave, rangehood, refrigerator, washer and dryer, and electric range. In unit washers and dryers are a significant amenity for low-income residents, removing barriers of cost, time, and limited transportation options. Living rooms and bedrooms will have 9-foot ceilings and large operable vinyl residential windows with window coverings providing fresh air and ample natural light. Bathrooms include vanity sink cabinet and mirror, towel bars and other accessories, and a tub with shower or a large shower. All units will have blocking in the walls for grab bars to be installed upon request except in Type A units where the grab bars will be installed with construction. The range hood vent in the kitchen and the bathroom vent both exhaust to the exterior of the building. Heating and cooling are provided through an electric heat pump system with a fan coil unit located within the apartment and a condensing unit located on the roof. Each unit is provided with Energy Star rated light fixtures in all rooms, a thermostat for control over the apartment temperature, and wood-look luxury vinyl plank throughout. Each unit will have the same floorplan with only minor changes in the cabinetry between accessible Type A and adaptable Type B units.

Interior, conditioned hallways will include wayfinding features included in the color palette and signage that provide a visual guide to the four floor levels. Ceilings will have acoustic ceiling tile to conceal the building utilities and services distributed along the hallways with furred down soffits at key areas for a pop of color at doors to stairwells, the lounge, and the elevator lobby. Flooring will be luxury vinyl plank except in the leasing office where carpet tile will be utilized. A central hot water system provides water to the entire building and the building will be solar ready to install solar thermal panels on the roof, as the budget allows, that utilizes the sun's rays to pre-heat the water to 80% or more of the hot water temperature setting.

The vivid colors and playful building design reflect one of the many patterns developed and installed in the sidewalks during the MRA sidewalk and infrastructure improvements installed in 2004. The change in colors and small setbacks in the wall with a change in plane create a 3-dimensional pattern that reduces the perceived height of the building and complexity to the long elevation along Alcazar. The bright orange color reflects the strong orange found throughout the International District which consists of as many as 70 different nationalities and cultures. The large wall mural planned above the entry lobby on the exterior walls of the third and fourth floors will also be designed to broadcast the diverse cultural fabric of the International District. We envision the colorful design to provide a distinct and active backdrop to all retail and restaurant businesses of the International Marketplace and encourage the renewal of weekend farmers markets, celebrations, and shopping to the area. With community reinvestment, new residents, street and safety improvements, and a perfectly situated, artistic design, we believe that this design not only meets the current IDO regulations, but also creatively meets the intent of the MRA's vision for the International Marketplace.

**Attachment:** Appendix D: S4.18 Zoning Letter and Arch Cert

**19. BUILDING DESIGN AND CONSTRUCTION / ADA ACCESSIBILITY- Applicant should demonstrate how the Project's total percentage of Type A Accessible Units exceeds the minimum required by the NM Residential Building Code. (Example: Total number and percentage of units that are required to be Type A Accessible under NM Residential Building Code: \_\_\_\_\_ # of units \_\_\_\_\_ % of units  
Total number and percentage of units in the proposed project that will be Type A Accessible \_\_\_\_\_ # of units \_\_\_\_\_ % of units)**

Somos will exceed the 5% minimum building code requirement for the percentage of units (4 units) designed to Type A accessibility. Of the 70 units total, 10% or 7 units will be Type A units supporting our households with special housing needs and helping to overcome the shortage of accessible units in Albuquerque. The remaining 63 units will be designed as Type B adaptable units per the required standards for accessible design for projects with federal funding.

All apartments will be located along an accessible route and visitable by residents or visitors via an elevator, and all units will have in-apartment front loading washers and dryers, blocking in the walls around toilets and tub/showers for grab bars to be installed, strobe light doorbells upon request as well as all of the incorporated accessible design features listed below.

As part of our LEED-H certification, we also seek to achieve the Designing for Accessibility, LEED for Homes Pilot MRpc34. The Pilot requires 10% of units to be designed as Type A and all the following be incorporated into the accessible design of the building and site plan:

- An accessible primary entrance to each building and apartment,
- Accessible passage doors into all occupiable spaces within the apartments,
- Bathrooms with accessible fixtures, clear floor space and storage,
- Operable parts within accessible reach range within apartments,
- Laundry equipment have controls and access that is accessible,
- Kitchens with ADA appliances and clear floor space as well as storage within reach,
- Operable windows with easy to operate cranks or other accessible operations within reach,
- A variety of functional storage within reach and with clear floor space,



- Accessible ramps as needed along accessible routes,
- An elevator to provide an accessible route to all apartments and amenities

**20. BUILDING DESIGN AND CONSTRUCTION / UNIVERSAL DESIGN -Applicant should demonstrate how the Project incorporates elements of Universal Design.**

The project overall, including apartments, and all residential amenity areas on the site, incorporate Universal Design Principles to provide equitable use among all residents and provide greater adaptability for residents to sustain their housing even if their mobility changes. The design provides accessibility, security and safety for residents and visitors beyond the requirements of Type “A” accessible and Type “B” adaptable dwelling units designated by code. Housing stability is as critical as access to affordable housing options particularly for residents with special housing needs who may have increased health issues resulting from barriers to accessing healthcare or barriers to managing self-care and treatment plans due to unstable housing.

Universal Design features within apartments include wider 3-foot doorways into all occupiable rooms, ample clear floor space, accessible-height toilets in bathrooms, removable cabinets with clear worksurfaces in the kitchen, operable devices, or equipment within a shortened reach range, and blocking for installation of grab bars, and front-loading washers and dryers in all units. All of which increase the flexibility of the home to meet the residents’ needs, and their visitors. Eye viewers in unit entry doors at multiple heights, generous natural light with window shades for light control, hard flooring without transition strips, high quality air filters, acoustic separation from other apartments, and thoughtful storage solutions are additional design features within all apartments that are encouraged through Universal Design Principals.

The overall building and site design also incorporate Universal Design Principals. The building design is simple and intuitive with amenity spaces near the elevator at the heart of the building, conditioned corridors, covered exterior spaces, and accessible routes through the entire site and to each resident amenity that encourage residents to utilize as many building and site features as possible. Built-in ease of access features such as push-button door operators at main entry and resident entry doors, key fob operated doors at all resident amenity spaces, and well placed and accessible seating are provided throughout the design. Use of color and image wayfinding per floor, lots of natural light within the hallways, seating to rest at the elevator lobbies on each floor, and the compact four-story design helps residents navigate the hallways to their home. The dog wash amenity with an accessible ramp for the pet also helps residents maintain and groom their pets for improved indoor air quality. Each feature provides added benefits to each apartment home and provides a simple and effective supportive environment to all residents.

**21. NEIGHBORHOOD OUTREACH / NOTIFICATION TO RESIDENTS & COMMUNITY MEETING - Applicant should demonstrate that it disseminated flyers at public/community locations within 1/4 mile of proposed project and send emails or letters to neighborhood associations or area residents within 1/4 mile of proposed project, informing of the proposed project and community meeting to be held to allow for feedback. Applicant demonstrates that it held a community meeting with attendees about the proposed project (must be 6 months current)**

Addresses of area residents within a ¼ mile of the project were obtained using the City of Albuquerque's AGIS software and the buffering polygon tool. A ¼ mile buffer was drawn around

the subject property and all addresses within the buffer area were downloaded to create mailing labels. Flyers were created and mailed via first-class postage to addresses within ¼ mile of the subject site. The flyer provided the address of the subject site, the time, date, and purpose of the meeting, and a QR code to access the online webinar. Approximately 270 flyers were mailed to area residents. The meeting notification was also posted at area businesses, emailed to affected Neighborhood Association representatives provided by the Office of Neighborhood Coordination, and posted to Sol Housing's Facebook page.

Sol holds community meetings to listen to and provide affected neighbors and businesses an opportunity to get to know Sol, preview the proposed plans, ask questions, and voice concerns about a proposed development. Sol held its second virtual community meeting regarding Somos to provide construction updates via Zoom on Monday, June 17, 2024, at 6:00 pm. You can find the recording of the meeting at <https://youtu.be/rZ16bgsvrII>.

Meeting agenda:

- Welcome and Introductions
- Introduction to Sol Housing
- Construction Update
  - Site Plan
  - Timeline and Next Steps
- Partnership with IDCDC
  - Feedback: Business Poll
- Questions

**Attachments:** Appendix D: S4.21 Public Meeting Documentation

- Public Meeting Flyer
- Email from ONC
- Address labels
- Photo of flyer posted
- Emails to Neighborhood Associations
- Social Media Post
- Power Point Presentation with Agenda
- Meeting Minutes
- Zoom attendee list

# Section 5: Disclosures, Release of Information, and Certification


<b>Prior Foreclosure:</b> Developer/Co-Developer must list any projects they have owned or developed that has received a notice of default prior to foreclosure that has not been cured, is in the process of foreclosure, or has been fully foreclosed upon while the Applicant, Developer, general partner (or Person with a Controlling Interest in any of these entities) has/had an interest and/or involvement in the project and acknowledge the disclosures regarding the foreclosed property are accurate.	
Project Name: <b>N/A</b>	Project Address: <b>N/A</b>
Project Name: <b>N/A</b>	Project Address: <b>N/A</b>

<b>Removal by Development Team Member:</b> Developer/Co-Developer must list any projects previously awarded Federal, City, or Tax Credit funding within the last five (5) years in which they were terminated or removed by any other member of the Development Team.	
Project Name: <b>N/A</b>	Project Address: <b>N/A</b>
Project Name: <b>N/A</b>	Project Address: <b>N/A</b>

<b>Fraud and Misrepresentation:</b> Developer/Co-Developer must list any conviction, current indictment or complaint, or circumstances where it has been found liable, or is currently accused of fraud, in this State or any other State, or misrepresentation relating to: (a) issuance of securities; (b) the development, construction, operation or management of a Tax Credit or other government subsidized housing program; (c) the conduct of the business of the Developer, general partner or any Person with a Controlling Interest in either such party in any administrative or other proceeding; or (d) any filing with the Internal Revenue Service in any State.	
1. <b>N/A</b>	
2. <b>N/A</b>	

## Disclosures

The undersigned hereby certifies that the statements made in this application are true, correct and complete.

Developer Name: Sol Housing	
Developer Signature:  <small>Felipe Rael (Jun 28, 2024 09:43 MDT)</small>	Title: Executive Director
Printed Name: Felipe Rael	06/28/2024

Co-Developer Name: <b>N/A</b>	
Co-Developer Signature: <b>N/A</b>	Title: <b>N/A</b>
Printed Name: <b>N/A</b>	

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Sol Housing</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Sol Housing</a>	
Developer Team Member Signature:  <u><a href="#">Felipe Rael</a></u> <small>Felipe Rael (Jun 17, 2024 10:15 MDT)</small>	Date:  06/17/2024
Printed Name:  <a href="#">Felipe Rael</a>	Title:  <a href="#">Executive Director</a>

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Hartman + Majewski Design Group</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Hartman + Majewski Design Group</a>	
Developer Team Member Signature:  <u><i>Ketan Bharatiya</i></u> <a href="#">Ketan Bharatiya (Jun 15, 2024 20:56 MDT)</a>	Date:  06/15/2024
Printed Name:  <a href="#">Ketan Bharatiya</a>	Title:  <a href="#">Principal Architect</a>

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Green Insight, LLC</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Green Insight, LLC</a>	
Developer Team Member Signature:  <u><a href="#">Ryan Moore</a></u> <small>Ryan Moore (Jun 21, 2024 11:35 EDT)</small>	Date:  06/21/2024
Printed Name:  <a href="#">Ryan Moore</a>	Title:  <a href="#">Managing Director</a>

## Applicant Certification


The undersigned hereby certify that the Project will comply with:

- All State and Local regulations, codes and ordinances that apply to the project
- All Federal regulations, codes and statutes that apply to the project, including but not limited to U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- All current International Energy Conservation Code standards

The undersigned acknowledges the receipt of affordability requirements for the funding source being requested and understands that the required affordability terms will be imposed upon the Project should funding be awarded.

The undersigned hereby applies for the item(s) as specified above and represents that the property described herein will not be used for any illegal or restricted purposes. The undersigned certifies that the statements made in this application and all attachments are true, correct and complete. Verification may be obtained from any source necessary.

### Original Signature Required

Applicant Name: Sol Housing	
Applicant Representative Signature:  <small>Felipe Rael Jun 28, 2024 09:43 MDT</small>	Title: Executive Director
Printed Name: Felipe Rael	Date: 06/28/2024



# Somos signature pages

Final Audit Report

2024-06-28

Created:	2024-06-28
By:	Kelle Senye (kelle@solhousing.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWCPbAEW-PqA0lzmVrVm8kAQZ0K3nIBWvB

## "Somos signature pages" History

-  Document created by Kelle Senye (kelle@solhousing.org)  
2024-06-28 - 3:28:25 PM GMT
-  Document emailed to Felipe Rael (felipe@solhousing.org) for signature  
2024-06-28 - 3:28:29 PM GMT
-  Email viewed by Felipe Rael (felipe@solhousing.org)  
2024-06-28 - 3:43:21 PM GMT
-  Document e-signed by Felipe Rael (felipe@solhousing.org)  
Signature Date: 2024-06-28 - 3:43:48 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-28 - 3:43:48 PM GMT

## APPENDIX #8: Representations and Certifications

The undersigned HEREBY GIVE ASSURANCE THAT:

The Applicant agency named below will comply and act in accordance with all federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti-discrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and

That the Applicant agency named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and

That no funds awarded as a result of this request will be used for sectarian religious purposes, as specified in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, §10(C)(4), that: Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes, specifically that: a) there will be no religious test for admission for services; b) there will be no requirement for attendance at religious services; c) there will be no inquiry as to a client's religious preference or affiliation; d) there will be no proselytizing; and e) services provided will be secular and non-sectarian.

However, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

Agency Name Sol Housing fka Greater Albuquerque Housing Partnership

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature:   
Felipe Rael (Jun 6, 2024 16:51 MDT) Date: 06/06/2024

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #9: Attachments on File**

Instructions: If an Applicant has received a social services contract from the Department of Health, Housing & Homelessness within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested. If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g., changes in board members, organizational structure, etc.) check the box marked “Revised Attached” and submit the revised document with the project proposal.

Document	Current		Revised Attached
Certificate of Non-Profit Incorporation	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Articles of Incorporation	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Current By-Laws	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Applicable Licenses	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Listing of Current Board Members	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Current Organization Chart	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Travel Reimbursement Policies (if Applicable)	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Accounting Policies and Procedures	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Personnel Policies and Procedures	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Conflict of Interest Statement	<input type="checkbox"/>		<input checked="" type="checkbox"/>
New Mexico Certificate of Good Standing	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Job Descriptions / Résumés of Key Personnel	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Agency’s Most Recent Audit	<input type="checkbox"/>		<input checked="" type="checkbox"/>

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 12 1999

GREATER ALBUQUERQUE HOUSING  
PARTNERSHIP  
C/O LORETTA NARANJO-LOPEZ  
925 6TH ST NW STE 3  
ALBUQUERQUE, NM 87102-2075

Employer Identification Number:  
85-0412352

DLN:  
17053051703019

Contact Person: JEFFREY D SPROUL ID# 31182  
Contact Telephone Number:  
(877) 829-5500

Addendum Applies:  
No

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated April 1, 1998.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, you should keep it in your permanent records.

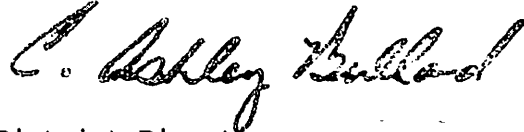
Letter 1078 (DO/CG)

-2-

GREATER ALBUQUERQUE HOUSING

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "C. Valley".

District Director

Greater Albuquerque Housing

Tax Exempt Organization Search Details | Internal Revenue Service

# Partnership

EIN: 85-0412352 | Albuquerque, New Mexico, United States

## Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

**On Publication 78 Data List:** Yes

**Deductibility Code:** PC [?](#)

## Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

 Tax Year 2021 Form 990
 Tax Year 2020 Form 990
 Tax Year 2019 Form 990
 Tax Year 2018 Form 990
 Tax Year 2016 Form 990
 Tax Year 2016 Form 990



STATE OF NEW MEXICO

**MAGGIE TOULOUSE OLIVER**

SECRETARY OF STATE

Type or Print Legibly  
\$20 Filing Fee

## Nonprofit Corporation

### Articles of Amendment

Pursuant to the provisions of the New Mexico Nonprofit Corporation Act the undersigned corporation adopts the following Articles of Amendment for the purpose of amending its Articles of Incorporation:

**Article One:** \*The **business ID number, name, and DBA name(s)** of the corporation as currently registered and :  
The Greater Albuquerque Housing Partnership (#1613249)

Email Address: info@solhousing.org Phone Number: (505) 244-1614

**Article Two:** \*The Articles of Incorporation are amended as follows: (please reference the article number from your original Articles of Incorporation being amended along with the amended information)  
Paragraph First: Name shall be amended to read:

"The Name of the corporation is Sol Housing."

**Article Three:** \*Select the applicable statement, and complete accordingly

☐

The amendment was adopted by a meeting of members on the following date: \_\_\_\_\_

OR

☒

The amendment was adopted by a meeting of the board of directors on the following date: January 9, 2024

OR

☐

The amendment was adopted by written consent of all members entitled to vote thereon.

\*Executed Date: February 28, 2024

Future Effective Date (optional): \_\_\_\_\_

Must be signed by two officers:

  
  
\*Signatures of Officers

Tessah Latson, Board President

Russell Brito, Board Vice President

\*Printed Names and Titles

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501

PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081

WWW.SOS.STATE.NM.US



STATE OF NEW MEXICO

**MAGGIE TOULOUSE OLIVER**

SECRETARY OF STATE

*Certificate of Amendment*

OF

Sol Housing

1613249

New Mexico

The Office of the Secretary of State certifies that the Articles of Amendment, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Amendment and attaches hereto a duplicate of the Articles of Amendment.

Dated: February 28, 2024

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



*Maggie Toulouse Oliver*

**Maggie Toulouse Oliver**  
Secretary of State



MAY 11 1993

CORPORATION DEPARTMENT

FIRST STATED  
ARTICLES OF INCORPORATION  
OF

THE GREATER ALBUQUERQUE HOUSING PARTNERSHIP

The undersigned President and Secretary of The Greater Albuquerque Housing Partnership, a nonprofit New Mexico corporation, acting at the direction of the Board of Directors pursuant to Sections 53-8-37 and 53-8-39 of New Mexico Nonprofit Corporation Act (N.M.S.A. 1978) hereby state the Articles of Incorporation of The Greater Albuquerque Housing Partnership as follows:

FIRST: Name. The name of the corporation is The Greater Albuquerque Housing Partnership

SECOND: Duration. The period of duration of the corporation is perpetual.

THIRD: Purpose. The purposes for which the corporation is formed are exclusively charitable. The corporation does not contemplate pecuniary gain or profit, direct or indirect, for its directors or officers. The specific purposes are as follows:

A. To combat deterioration of lower income communities;

B. To provide new housing opportunities that will combat racial and other forms of illegal discrimination in the housing market;

C. To ease the burdens of government by operating affordable housing programs, including specific programs initiated at the direction of the City of Albuquerque that would otherwise be the City's direct responsibility;

D. To provide new opportunities for decent, affordable housing, with the goal that a substantial number of households receiving special assistance (such as low-cost financing) have lower incomes.

FOURTH: POWERS. The corporation shall have the following powers:

A. To perform any acts necessary and proper to promote the foregoing charitable purposes of the corporation.

B. To perform all acts and exercise all powers authorized by the Nonprofit Corporation Act, Sections 53-8-1 through 53-8-99, N.M.S.A. 1978, as now or hereafter amended, and to perform all acts and exercise all powers that a nonprofit corporation is authorized to do under all applicable statutes of New Mexico, as now or hereafter amended, including without limitation, the following:

(1) To purchase, receive, lease, take by grant, gift, devise, bequest or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real and personal property, or any interest therein, wherever situated;

(2) To sell, convey, lease, exchange, transfer, or otherwise dispose of, or mortgage or pledge, or create a security interest in, all or any of its property, or any interest therein, wherever situated;

(3) To provide technical assistance and training services to other nonprofit housing organizations;

(4) To act as the developer or co-developer of affordable housing projects, to establish and administer a housing loan and grant program, to provide educational services about affordable housing issues, and to engage in other housing loan programs, to provide educational services about affordable housing issues, and to engage in other housing services and programs in furtherance of the corporation's purposes;

(5) To receive and administer funds and contributions received by gift, deed, bequest or devise and to hold, invest, expend, contribute or otherwise dispose of such funds and contributions for the purposes for which this corporation is organized;

(6) To borrow money and make, execute or issue bonds, debentures, promissory notes or other corporate obligations for money borrowed, or in payment for property acquired, and to secure the payment of any such corporate obligations by pledge, mortgage, indenture, agreement or otherwise;

(7) To enter, make, perform and carry out contracts, agreements, commitments and assurances of every kind for the purposes for which this corporation is organized;

(8) In doing, exercising or performing any of the foregoing, to do the same as a contractor, subcontractor, principal, agent, employee or on its own behalf, or in association, partnership, corporation or joint venture with any person, partnership, corporation, governmental agency, joint venture or other business entity; and,

(9) To do such things as are incidental to the foregoing purposes and powers.

C. The corporation shall neither have nor exercise any power nor shall it directly or indirectly engage in any activity that would result in its net earnings inuring to the benefit of any private person.

FIFTH: Membership. The Corporation shall not have any members as that term is defined by the New Mexico Nonprofit Corporation Act.

SIXTH: Location of Corporate Activities. The territory in which the Corporation's activities shall principally be located is the Albuquerque metropolitan area, State of New Mexico.

SEVENTH: Charitable Purpose.

A. Notwithstanding any other provision of these Articles, the corporation is organized exclusively for charitable purposes as specified in Section 501(c)(3) of the United States Internal Revenue Code of 1986 (formerly known as the Internal Revenue Code of 1954), as the same may be amended from time to time. Accordingly, the corporation shall not carry on any activities or have or exercise powers not permitted to be carried on or exercised (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) by a corporation contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1986, as amended.

B. As used in these Articles, all references to provisions of the Internal Revenue Code of 1986 mean the current provisions and the corresponding provisions of any future United States Internal Revenue law. If any of the code provisions referred to in these Articles is amended to permit activities to be carried on by a corporation subject to that section, the corporation shall be authorized to carry on such activities permitted in that section as amended.

EIGHTH: Limitation on Corporate Activities. It is the intention of the corporation to qualify and remain qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Accordingly:

A. No part of the net earnings of the corporation shall inure to the benefit of any individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

B. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall the corporation participate in, or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.

C. Upon dissolution of the corporation, the Board of Directors shall, after paying and making provisions for the

payment of all of the liabilities of the corporation, dispose of all the assets of the corporation in such manner or to such organization of organizations organized and operated exclusively for charitable, educational, or scientific purposes under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of as specified in a plan of distribution adopted as provided in the Nonprofit Corporation Act.

D. In the event that in any year the corporation qualifies as a "private foundation" as that term is defined in Section 509 of the Internal Revenue Code of 1986, as amended,

(1) The corporation shall distribute its income for the taxable year at such time and in such manner as not to subject the corporation to tax under Section 4942 of said Code, and

(2) The corporation shall not:

(a) engage in any act of self-dealing as defined in Section 4941 of said Code;

(b) retain any excess business holdings as defined in Section 4943 of said Code;

(c) Make any investments in such manner as to subject the corporation to tax under section 4944 of said Code; or,

(d) Make any taxable expenditures as defined in Section 4945 of said Code.

NINTH: Transactions with Interested Directors or Officers. No director or officer of the corporation shall, in the absence of fraud, be disqualified by that office from dealing or contracting with the corporation either as a vendor, purchaser, or otherwise, nor in the absence of fraud shall any contract, transaction or act of the corporation be void or voidable or affected because of the fact that such director or officer or any partnership of which any director or officer shall be a partner or employee, or any corporation of which any such director or officer is an officer, director, shareholder or employee, has any interest in such contract, transaction or act, whether or not adverse to the interests of the corporation; provided, however that the director or directors, officer or officers having such interest shall not participate in the vote of the Board to obligate the corporation upon such contract, transaction or acts nor shall the vote of the director or directors, officer or officers having such interest be counted in establishing a quorum of the Board; and no director or directors, or officer or officers having such interest shall be liable to the corporation or to any shareholder or creditor thereof, or to any other person



ACKNOWLEDGEMENT

STATE OF NEW MEXICO    )  
                                  ) ss.  
COUNTY OF BERNALILLO )

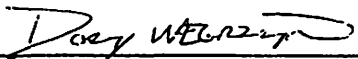
The foregoing Stated Articles of Incorporation of *THE GREATER*  
*Albuquerque Housing Partnership* was acknowledged before me this 30 day of  
April, 1993 by *Lina Jones*, Secretary.


  
Notary Public

My Commission Expires:  
*6-21-93*

ORIGINAL INCORPORATORS APRIL 15, 1993

  
\_\_\_\_\_  
ERNEST E. ORTEGA

  
\_\_\_\_\_  
DORY WEGRZYN

  
\_\_\_\_\_  
RUDY CHAVEZ

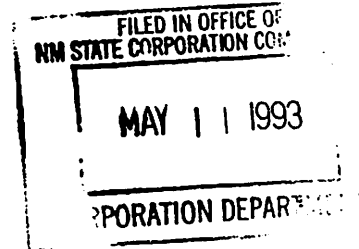
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED INITIAL REGISTERED AGENT**

To the State Corporation Commission  
State of New Mexico

STATE OF New Mexico )

COUNTY OF Bernalillo )

SS.:



On this 15th day of April, 19 93, before me a Notary Public in and for the State and County aforesaid, personally appeared Ernest E. Ortega, who is to me known to be the person and who, being duly sworn, acknowledged to me that he does hereby accept his appointment as the Initial Registered Agent of The Greater Albuquerque Housing Partnership

the Corporation which is named in annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Nonprofit Corporation Act of the State of New Mexico.

Ernest E. Ortega

REGISTERED AGENT'S SIGNATURE

BY (I) Ernest E. Ortega

X

PRESIDENT

Subscribed and sworn to before me on the day, month, and year first above set forth

NOTARY PUBLIC

Commission Expires: 6-21-93

(Notarial seal)

NOTE: (1) If the Agent is a Corporation then the affidavit must be executed by the President or Vice-President of the Corporation.



# **THE GREATER ALBUQUERQUE HOUSING PARTNERSHIP**

## **AMENDED BYLAWS:**

Amended: July 28, 1998

Amended: April 14, 2020

Amended: December 7, 2021

## **ARTICLE I**

### **NAME**

The name of this corporation shall be The Greater Albuquerque Housing Partnership, hereinafter called the "Corporation."

## **ARTICLE II**

### **PURPOSE**

The purposes for which the Corporation is formed are exclusively charitable. The specific purposes are as follows:

- A. To combat the deterioration of lower income communities;
- B. To provide new housing opportunities that will combat racial and other forms of discrimination in the housing market;
- C. To provide new opportunities for decent housing that is affordable to low and moderate-income persons.

## **ARTICLE III**

### **LEGALLY MANDATED DUTIES**

**Section 3.01, Duty of Care.** All board members must care for the rights and needs of the members and ensure that the mission of the Corporation is followed, as well as to exercise fiduciary responsibility. Board members will be responsible for reading the strategic plan, previous and current board minutes, fiscal reports, and any other pertinent documents describing the Corporation and the decisions it has made. This standard requires that each board member:

- A. Be reasonably informed of the Corporation's activities, programs, and finances;
- B. Participate in decisions through active participation in board meetings and voting;
- C. Do so in good faith and with care of "an ordinarily prudent person in similar circumstances", meaning that a board member must review the documents noted in a timely and careful manner, must apply good business judgment, and must act to ensure that appropriate professional expertise is solicited and monitored.

**Section 3.02, Duty of Loyalty.** A board member shall put the interest of the Corporation ahead of the member's own interest. Once a vote has been taken, an individual director should

support the decision of the board. Board members shall maintain confidentiality in the Corporation decision-making activities when they are not to be a matter of public record.

**Section 3.03, Duty of Obedience.** All board members must follow written policies, rules, and procedures; Articles of Incorporation; and these bylaws. Board Directors, always, will perform their duties in compliance with the law.

## **ARTICLE IV** **BOARD OF DIRECTORS**

**Section 4.01, Authority.** Except as otherwise required by law or provided by these bylaws, the entire control of the Corporation and its affairs and property shall be vested in its Board of Directors, hereinafter called the Board".

**Section 4.02 Composition.** The Board shall consist of at least five (5) but no more than nine (9) members, all of whom shall be volunteers and not paid personnel of this Corporation. During any period in which the Corporation is applying or expending funds from the federal HOME program, the composition of the Board shall meet the requirements of a Community Housing Development Corporation (CHDO) as defined by that program. In addition, the Executive Director shall serve as a non-voting ex-officio member of the board.

**Section 4.03 Nominations.** The Board may elect new Directors at any time to fill Board vacancies or expand the existing number of Directors in accordance with Section 4.02 so long as the requirements of this section are met. Five (5) days prior to the election of any new Director, the existing Board shall receive a resume of proposed new Directors for their review and consideration.

**Section 4.04, Terms.** The Board shall be elected for staggered terms of two years according to election policies established by the Board. The term of office shall commence at upon election. Directors elected by Special Election shall serve terms established at the time of their election, consistent with the provisions of these Bylaws. No person may serve more than four consecutive two-year terms.

**Section 4.05, Term of Office following a Vacancy.** A Director may be elected or appointed to fill a vacancy created by a board member's departure before the end of a regular term. The term will begin at the next regular board meeting and continue for the remainder of the vacated term. Partial terms shall not be included in the term limit as described in Section 4.04.

**Section 4.06, Regular Election.** Directors shall be elected at a duly scheduled Meeting of the Board of Directors. The Board shall establish policies governing the nomination and election of the Board, provided that the Board itself shall elect members to the Board.

**Section 4.07, Special Election to Fill Vacancies.** The Board may fill vacancies consistent with the nomination and election procedures established by the Board.

**Section 4.08, Resignation.** Any Director may resign at any time by giving written notice to the President or the Executive Director. Unless otherwise specified, such resignation shall be effective upon the receipt of notice by the President or the Executive Director.

**Section 4.09, Constructive Resignation.** A Director who fails to attend three consecutive meetings of the Board, except for Emergency Meetings, shall be deemed to have resigned from the Board unless good cause for absence and a continuing interest in participation on the Board are recognized by the Board. Such Director shall be provided an opportunity by the Board to establish good cause for absence and a continuing interest in participating prior to the resignation deemed to have occurred shall take effect.

**Section 4.10, Removal of Directors.** A Director of the Corporation may be removed for good cause by the Board when such Director is judged to have acted in a manner seriously detrimental to the best interests of the corporation. Removal must be by a two-thirds (2/3) majority vote of the Board at a Board meeting; a quorum being duly assembled. The Director who is the subject of a removal action shall not be permitted to vote on their removal and their presence shall not count toward establishing a quorum of the Board for the purposes of this paragraph.

**Section 4.11, Day-to-Day Management.** The Board of Directors may employ an Executive Director to implement the Corporation's policies and procedures and to administer its day-to-day operations, including staff management. Implementation of the policies and procedures and staff direction shall be at the sole discretion of the Executive Director, subject to Board of Directors appeal and review processes.

**Section 4.12, Duties of the Board.** The duties of the Board of Directors include but are not limited to:

- A. Oversee the financial affairs and activities of the Corporation.
- B. Perform an annual review of salary considerations for the Executive Director.
- C. Authorize the highest-ranking officer of the Board to manage the affairs of the Corporation in the unexpected departure of the Executive Director.
- D. Appoint an interim Executive Director within thirty (30) days of the vacancy of the Executive Director.
- E. Lead the search effort for the hiring of a new Executive Director.
- F. Review the Corporation's Articles of Incorporation and Bylaws periodically and recommend any changes/modifications as needed.
- G. Such other powers and duties as may be determined from time to time by the Board of Directors.

**Section 4.13, Conflict of Interest.** The conflict-of-interest policies shall apply to the procurement and disposition of all real property, equipment, supplies, and services by the Corporation and to the Corporation's provision of assistance to individuals, businesses, and other private entities. The Directors shall not use their position to profit personally at the expense of the Corporation. During their tenure, no member of the Board shall vote on any

matter in which such Director, parent, spouse, child, partner, employer, or similar related business that would be specifically, directly, or substantially affected by such action. The Board may establish additional reasonable policies to protect against any conflict of interest that could be detrimental to the corporation.

**Section 4.14, Compensation.** No voting Director shall receive any compensation for services as a director.

## **ARTICLE V**

### **MEETINGS OF THE BOARD OF DIRECTORS**

**Section 5.01, Open Meetings Act.** The GAHP Board of Directors will comply with the Open Meetings Act NMSA 1978 § 10-15-1. The Board will evaluate annually what constitutes reasonable notice for all regular, special, and emergency meetings as expected by the New Mexico Open Meetings Act and will approve a resolution adopting policies and procedures for complying with the Act. The resolution will be posted for public information.

**Section 5.02, Regular Meetings.** The Board will meet at least quarterly, at such time and places as the Board may establish. Board meetings will comply with the New Mexico Open Meetings Act and its annually passed Open Meetings Act Resolution.

**Section 5.03, Annual Meetings.** The Annual Meeting of the Board shall be held in the Fourth (4<sup>th</sup>) quarter of each calendar-year separate and distinct from a regular meeting. The Annual Meeting will comply with the New Mexico Open Meetings Act and its annually passed Open Meetings Act Resolution.

**Section 5.04, Special Meetings & Emergency Meetings.** Special meetings may be called by the President, or by any three Directors. Notice must be given as provided in section 5.01 of this Article, above, unless any three Directors determine that the matter at hand constitutes an emergency, in which case an Emergency Meeting may be called with notice given one day in advance of the meeting. Notice of Emergency Meetings shall be given to all directors, and may be given by phone or in person, and shall include a description of the subject matter to be discussed at the meeting. At any Special Meeting or Emergency Meeting, only those matters included in the notice may be acted upon unless all the Directors are present at the meeting and consent to act on other matters.

**Section 5.05, Closed Meetings.** Closed meetings of the GAHP Board of Directors are limited to those subject matters allowed to be closed to the public under the New Mexico Open Meetings Act. No other business than the business stated on the published agenda for the closed meeting may be covered in a closed meeting and no action will be taken in closed session. In open session following the closed session, or at the next Open Meeting immediately following the closed meeting, the Board will state on the record the time, date, and place that a closed meeting was held, and that nothing other than the published business was discussed.

Attendance in closed session shall be limited to the Directors and such other persons whose attendance is requested.

**Section 5.06, Quorum.** At any meeting of the Board, a quorum shall consist of a simple majority of the voting members of the Board.

**Section 5.07, Decision-making.** Decisions may be reached by a simple majority of those present and voting at a meeting at which a quorum has been duly assembled, except as otherwise provided in these Bylaws.

## **ARTICLE VI** **OFFICERS**

**Section 6.01, Designation.** The Corporation shall have such officers as the Board may from time to time designate by resolution; provided however, the Corporation shall always have a President, a Secretary, and a Treasurer. The Officers shall have the authority and exercise the duties specified by the Board by resolution from time to time. The office of Secretary and Treasurer may be held by the same person.

**Section 6.02, Election/Nominations.** The Chairperson shall appoint a nominating committee of not less than one (1) nor more than three (3) existing Board members to forward a slate of officers to be considered by the Board at its Annual Meeting. The procedures shall permit other candidates to run as well. The officers of the Corporation shall be elected by a simple majority vote of those Directors present and voting at the Annual Meeting. Any vacancies occurring in these offices, or in newly created offices shall be filled by simple majority vote of those Directors present and voting at a Board meeting at which a quorum has been duly assembled.

**Section 6.03, Tenure.** The officers shall hold office until the next Annual Meeting of the Board after their election, unless before such time, they resign or are removed from their offices, or unless they resign or are removed from the Board. Officers' terms will, if necessary, be extended for one year to cover their term in such office.

**Section 6.04, Removal from Office.** The officers shall serve at the pleasure of the Board and may be removed from office at any time by an affirmative vote of a two-thirds (2/3) majority of the Board at a meeting of the Board, a quorum having been duly assembled.

**Section 6.05, Duties of the President.** The President shall:

- A. Preside at all meetings of the Board when able to do so.
- B. Consult with the other officers and the Chairs of committees of the Corporation regarding the fulfillment of their duties.
- C. Supervise and regularly consult with the Executive Director to ensure that the policies and programs of the Board are being carried out.

- D. Perform such other duties as provided in these Bylaws or by the policies or resolutions of the Board.

**Section 6.06, Duties of the Secretary.** The Secretary shall:

- A. Assure that a list of all Directors of the Corporation and their mailing addresses is maintained by the Corporation.
- B. Assure that notice of all meetings of the Board is given according to these Bylaws.
- C. Assure that motions, votes, and decisions in meetings of the Board and Committees of the Board are accurately represented to those present and are accurately stated in the minutes of such meetings.
- D. Assure that minutes of the meetings of the Board and Committees of the Board are recorded, distributed, and kept on permanent record according to these Bylaws and policies adopted by the Board.
- E. Perform such other duties as provided by these Bylaws or by the policies or resolutions of the Board.

**Section 6.07, Duties of the Treasurer.** The Treasurer shall oversee the finances of the Corporation. Specifically, the Treasurer shall:

- A. Assure that the financial records of the Corporation are maintained according to sound accounting practices.
- B. Assure that funds of the Corporation are deposited in the name of the Corporation as provided in these Bylaws and in the policies and resolutions of the Board.
- C. Assure that all deeds, title papers, leases, and other documents establishing the Corporation's interest in property and rights in matters are maintained in the name of the Corporation in such manner as the Board directs.
- D. Assure that all money owed to the Corporation is duly collected and that all gifts of money or property to the corporation are duly received.
- E. Assure that proper disbursement of such funds as the Board may order or authorize to be disbursed.
- F. Oversee the preparation of financial reports, including a balance sheet and an income and expense statement, at the close of each quarter of each fiscal year and present such reports to the Board.
- G. Assure that such reports and returns as may be required by various governmental agencies are prepared and filed in a timely manner.
- H. Oversee the preparation of annual budget prior to the beginning of each fiscal year for the approval of the Board.

**ARTICLE VII**  
**COMMITTEES**

**Section 7.01, Committees of the Board.** The Board may from time to time appoint Committees of the Board that shall exercise such authority of the Board as provided by the policies or resolutions established by the Board. Committees of the Board shall operate. under the same

requirements, such as notice of meetings, quorum, and decision-making, provided by these Bylaws or by policies or resolutions of the Board. Every committee appointed shall consist of at least two directors. Committees of the Board may include persons who are not Directors, providing the Directors constitute a majority of each Committee of the Board.

**Section 7.02, Other Committees.** The Board may from time to time appoint other Committees to advise the Board or the Corporation's staff as provided by the policies or resolutions of the Board. These Committees shall not exercise the authority of the Board.

## **ARTICLE VIII**

### **LIABILITY, IMMUNITY, and INDEMNIFICATION**

**Section 8.01, Indemnification.** The Corporation shall indemnify to the fullest extent allowed under state law any person who is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, of whatever kind of nature by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement. The corporation may purchase and maintain insurance on behalf of any person who may be indemnified pursuant to this Section.

**Section 8.02, Indemnity Insurance.** The Board shall procure and maintain, with Corporation funds, Officers' and Directors' liability insurance to indemnify officers, directors, employees, and others with respect to liability arising from the performance by such persons of their duties in such capacities and such coverage may be broader than the Corporation's obligation to indemnify under Section 8.01 above to include indemnity for gross negligence. Such insurance shall not, however, provide for coverage for willful misconduct.

**Section 8.03, Immunity.** Except as otherwise provided in this section, no member of the Board of Directors shall be held personally liable for any damages resulting from:

- A. Any negligent act or omission of an employee of the Corporation;
- B. Any negligent act or omission of another director of the Corporation; or
- C. Any action taken as a director or any failure to take any action as a director unless;
  - 1. The director has breached or failed to perform the duties of the director's office; and
  - 2. The breach or failure to perform constitutes willful misconduct or recklessness.

The immunity provided in this section shall not extend to acts or omissions of Directors of the Board that constitute willful misconduct or recklessness personal to the Director. The immunity is limited to actions taken as a Director at meetings of the Board of Directors or a committee of the Board of Directors or by actions of the Directors without a meeting pursuant to applicable state law, currently Section 53-8-96 NMSA 1978.

## **ARTICLE IX**

### **FINANCIAL TRANSACTIONS**

**Section 9.01, Accounts.** The Corporation shall maintain bank accounts to properly manage, track, and reconcile all funds received by the Corporation for general operations, contracts/grants, or other special purposes. These monies shall be properly coded in the accounting system to allow for individual tracking of income and expenses and reconciled in a timely manner.

**Section 9.02, Fiscal Year.** The fiscal year of the Corporation shall begin on the first day January and end on the last day of December.

**Section 9.03, Budget.** The Executive Director shall compile a budget for each fiscal year. This budget will be reviewed by the Treasurer, who will submit the budget to the Board of Directors for review and approval.

**Section 9.04, Annual Audit.** The accounts of the Corporation shall be audited annually. Any audit shall always be available to the Board of Directors.

**Section 9.05, Books and Records.** Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The Corporation shall keep at its registered office or principal place of business:

- A. Correct and complete books and records of accounts.
- B. Minutes of the proceedings of its Board of Directors.
- C. Names and addresses of all Directors of the Corporation.

## **ARTICLE X**

### **NONDISCRIMINATION**

The members, officers, directors, committee members, employees, and persons served by this Corporation shall be selected entirely on a nondiscriminatory basis with respect to age, disability, gender, sexual orientation, race, color, religion, sex, and national origin. No persons previously stated in this Article shall be subjected to harassment, including sexual harassment.

## **ARTICLE XI**

### **DISSOLUTION**

In the event of dissolution of the Corporation, the remaining assets and property of the Corporation shall be distributed to one or more nonprofit corporations whose purpose is similar to the purpose of this Corporation which shall be selected by the Board of Directors.



**ARTICLE XII**  
**AMENDMENT OF THE BYLAWS**

The Articles of Incorporation may be amended, and these Bylaws may be amended or may be repealed, and new Bylaws adopted only by an affirmative vote of two-thirds (2/3) majority of the Board.

Approved:

*Don Dudley*

Don Dudley (Dec 10, 2021 13:48 MST)

\_\_\_\_\_  
President: Don Dudley

*Juliea Benzaquen*

Juliea Benzaquen (Dec 10, 2021 19:34 MST)

\_\_\_\_\_  
Secretary: Julie Benzaquen

**CERTIFICATION**

Juliea Benzaquen, as Secretary of Greater Albuquerque Housing Partnership, hereby certifies that the foregoing is a true and correct copy of the Amended Bylaws of The Greater Albuquerque Housing Partnership as amended at the annual meeting of the Board of Directors held December 7, 2021.

SOL HOUSING  
320 GOLD AVE SW STE 918  
ALBUQUERQUE, NM 87102-3266

May 13, 2024  
FEIN: \*\*-\*\*\*2352

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

SOL HOUSING  
320 GOLD AVE SW STE 918  
ALBUQUERQUE, NM 87102-3266

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes.

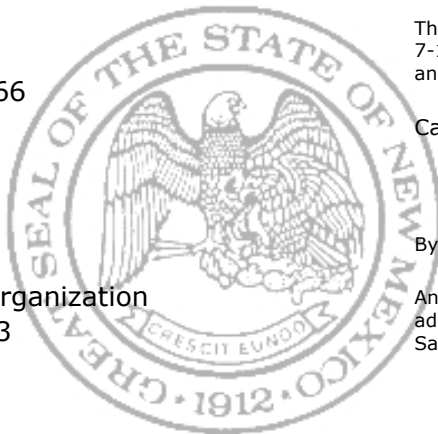
Cabinet Secretary

By



Entity Type: Non Profit Organization  
Commence Date: 29-Mar-2003

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630



THIS CERTIFICATE IS NOT TRANSFERABLE  
STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

- Compensating Tax
- Gross Receipts
- Wage Withholding
- Workers' Compensation Fee

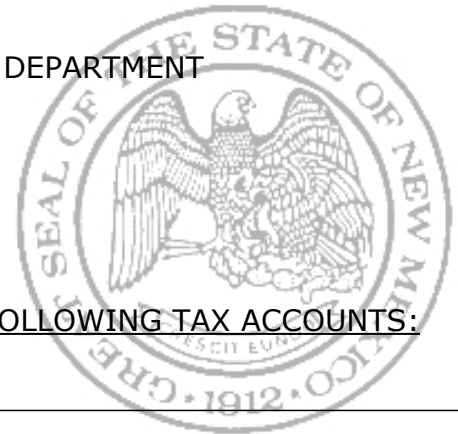
SOL HOUSING  
320 GOLD AVE SW STE 918  
ALBUQUERQUE, NM 87102-3266

May 13, 2024  
FEIN: \*\*-\*\*\*2352  
Letter ID: L0321044848

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Legal Name: SOL HOUSING  
Entity Type: Non Profit Organization



THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

**Business Tax ID      Doing Business As Name**

02-252978-00-0      SOL HOUSING

Program Name	Tax ID	Start Date	End Date	Filing Status
Workers' Compensation Fee	00001752821-WKC	30-Jun-1994		Quarterly
Compensating Tax	02252978000-CMP	18-May-1994		Casual
Gross Receipts	02252978000-GRT	18-May-1994		Monthly
Wage Withholding	02252978000-WWT	18-May-1994		Monthly

**Business Tax ID      Location Addresses Under GRT Account**

02252978000-GRT      320 GOLD AVE SW STE 918 ALBUQUERQUE NM 87102-3266



## Board of Directors - 2024

Name: **Tessah Latson, President**  
Appointed: *January 2018*  
*Reappointed January 2022*  
Term Ending: *December 2024*  
Affiliation: Unrestricted  
Home Address: 22 Garden Park Circle NW  
Albuquerque, NM 87107  
Census Tract: 30.01  
Home Phone: (505) 401-3242  
E-mail: [tessah.latson@gmail.com](mailto:tessah.latson@gmail.com)

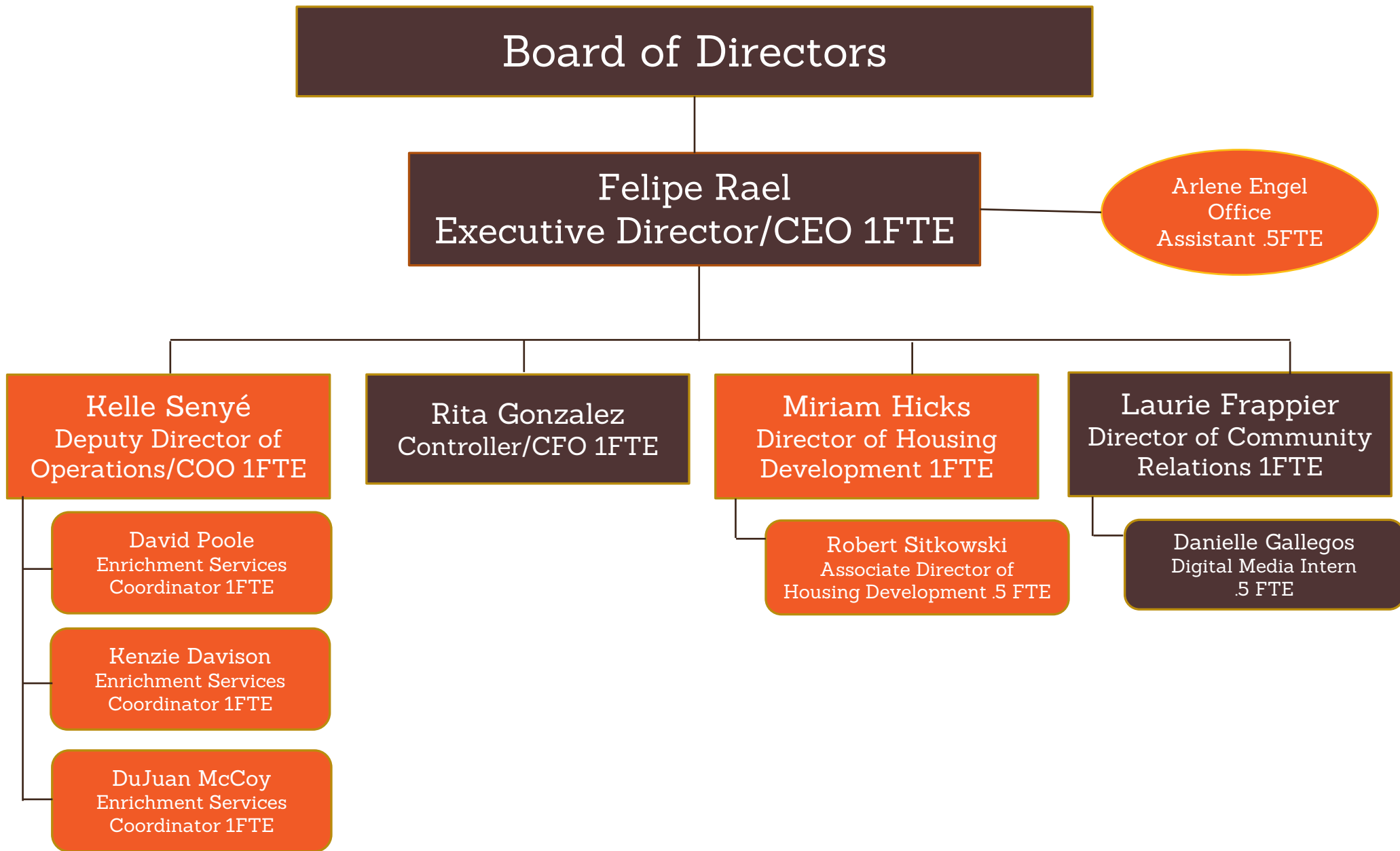
Name: **Elvira Lopez, AICP, Treasurer**  
Appointed: *July 2020*  
Term Ending: *July 2024*  
Affiliation: Public/Government Employee  
Home Address: 1609 Lafayette Drive NE  
Albuquerque, NM 87106  
Census Tract: 3.00  
Home Phone: 505-569-4542  
E-mail: [elviralopez04@gmail.com](mailto:elviralopez04@gmail.com)

Name: **Russell Brito, Vice-President**  
Appointed: *April 2021*  
Term Ending: *April 2025*  
Affiliation: Unrestricted  
Home Address: 3317 Valley Haven Court NW  
Albuquerque, NM 87107  
Census Tract: 31.00  
Home Phone: (505) 934-2690  
E-mail: [petaqpocho@gmail.com](mailto:petaqpocho@gmail.com)

Name: **Don Dudley**  
Appointed: *January 2019*  
*Reappointed January 2023*  
Term Ending: *January 2025*  
Affiliation: Resident of Low-Income Neighborhood  
Home Address: 302 Sandia Road NW  
Albuquerque, NM 87107  
Census Tract: 35.01  
Work Phone: (505) 243-8100  
E-mail: [don.dudley@dondudleydesign.com](mailto:don.dudley@dondudleydesign.com)

Name: **Sarah Hurteau, Secretary**  
Appointed: *April 2021*  
Term Ending: *April 2025*  
Affiliation: Resident of Low-Income Neighborhood  
Home Address: 2355 Mountain Road NW  
Albuquerque, NM 87104  
Census Tract: 48.00  
Home Phone: (928) 225-0272  
E-mail: [sarah.hurteau@gmail.com](mailto:sarah.hurteau@gmail.com)

Name: **Alan Vincioni**  
Appointed: *July 2022*  
Term Ending: *July 2024*  
Affiliation: Unrestricted  
Home Address: 1569 Summit Hills Drive NE  
Albuquerque, NM 87112  
Census Tract: 1.25  
Home Phone: (505) 319-8626  
E-Mail: [ajvincioni@bergerbriggs.com](mailto:ajvincioni@bergerbriggs.com)





## Travel Reimbursement Policy

### **Vehicle Mileage**

Business mileage is reimbursed at the current IRS Standard Mileage Rate.

### **Travel Reimbursement**

Travel reimbursements are issued at the current GSA Lodging and M&IE rates for the travel destination.

*Felipe Rael*

[Felipe Rael \(Jun 12, 2024 08:29 MDT\)](#)

Felipe Rael, Executive Director



# Accounting Policies and Procedures

## **ACCOUNTING POLICY:**

1. Sol Housing shall maintain its accounting records in conformity with generally accepted accounting principles.
2. Government grants - Government grants are recognized as revenue by Sol Housing according to the guidelines of Financial Accounting Standards Statement Number 116.
3. The policies and procedures set forth in this manual will be followed by Sol Housing in carrying out its daily operations. Variances will be allowed only when approved by the Executive Director. If a grant funding source requires more stringent policies and procedures, the funding sources' policies and procedures shall be followed.

## **Procedures:**

1. Accounting records will be maintained in accordance with Sol Housing's fiscal year, ie. January 1-December 31.
2. The double-entry method of bookkeeping and the accrual method of accounting shall be used.
3. All revenues, support and expenses shall be segregated by Fund programs, grants, etc. to provide for a proper accounting of each program/grant by source of funds.
4. GHAP's financial statements will be audited by an independent certified public accounting firm on an annual basis in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. The audit shall also satisfy the audit requirements set forth in the Office of Management and Budget (OMB) Circular No. A-133.

**INTERNAL CONTROL POLICY:**

Sol Housing will maintain an adequate system of internal accounting controls to provide management with reasonable assurance as to the safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability of assets.

**Procedures:**

1. The characteristics of an adequate system of internal control will include the following:

- a.) Segregation of duties, when possible, within the organization based on functional responsibilities.
- b.) A system of authorization and record retention.
- c.) A degree of personnel competence commensurate with responsibilities.

2. To achieve these objectives, the following controls will be in place:

- a.) No one person shall have complete control over all phases of any significant transaction.
- b.) Whenever possible, the flow of work will be from one employee to another so that the work of the second, without duplicating that of the first, provides a check upon it.
- c.) Recordkeeping will be separated from operations or the handling and custody of assets.
- d.) Responsibilities in the accounting department will be clearly established and followed as closely as possible.



### **CASH MANAGEMENT POLICY:**

1. Sol Housing will properly control and account for all cash.
2. All cash depository accounts will have FDIC coverage.

### **Procedures:**

1. All bank accounts shall be in Sol Housing's name.
2. All checks will be pre-numbered and used in numerical order.
3. No checks will be prepared without proper supporting documentation.
4. Checks will not be made payable to "Cash" or "Bearer".
5. Blank checks are to be kept in a secured location in a locked, fireproof safe.
6. All checks must be accounted for. Void checks are to be defaced and kept for subsequent inspection.
7. All bank accounts will be reconciled monthly by the Controller and reviewed by the Treasurer.
8. The authorized check signatures are as follows:
  - a.) \$249.99 and under – (1 signature) Executive Director, Director, or Board Member
  - b.) \$250 - \$9,999.99 – (2 signatures) Executive Director, Director, or Board Member
  - c.) \$10,000 and above – (2 signatures) Board Member **required** and Executive Director or Director

**ACCOUNTS PAYABLE POLICY:**

1. All invoices, check requests, and travel vouchers must be approved for payment by the Executive Director or project director.
2. All invoices will be coded by the Controller to ensure the proper expense account is charged to the proper program/grant in the appropriate accounting period.
3. All support documentation must be intact before any invoice or check request or is entered into the "open" A/P files.

**Procedures:**

1. Office Assistant opens the mail and processes the invoices.
2. The Controller codes the invoices and enters the invoices into Quickbooks Accounts Payable.
3. When checks are cut, the invoices to be paid are pulled from the open A/P file and matched with the checks. The supporting invoices are attached to the check voucher and the check is attached to the support.
4. The checks and supporting documentation are reviewed by the Executive Director and signed per the cash management procedures.
5. The signed checks mailed out by the Office Assistant.
6. The check vouchers with the attached supporting documentation are filed in vendor files.

**PAYROLL POLICY:**

1. Employees are paid bi-weekly
2. Payroll is processed by the Controller using Paychex.
3. Approved hourly employee signed time sheets must be submitted to the Controller.
4. Salaried employees are encouraged to manage their PTO requests via the Paychex portal.

**Procedures:**

1. The Controller processes payroll on a biweekly basis.
2. The federal payroll tax deposits are calculated and paid by an outside payroll service by the 3<sup>rd</sup> working day following payday. State payroll taxes are remitted monthly.
3. All federal and state payroll reports are prepared by an outside payroll service and submitted to the appropriate federal and state tax authorities by the due date of the return.
4. At the close of the calendar year, W-2 Forms are processed by an outside payroll service.
7. The W-2 Forms are reviewed by the Controller and compared to the appropriate payroll tax returns (Forms 941) for accuracy.
8. W-2 Forms are distributed to all employees before January 31.
9. W-2 Forms and all other required information will be submitted to Federal and State Agencies by the Controller in accordance with the appropriate regulations.

## **PROCUREMENT POLICY**

### **I. Purpose**

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### **II. Policy**

**A. Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

### **III. Compliance with Federal Law.**

All procurement activities involving the expenditure of federal funds shall be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 to the best of one's ability unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

**A. Contract Award.** All micro-purchases, small purchases and sealed bid contracts shall be awarded only to the lowest responsive, responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. All Request for Proposal (RFP) or qualifications based (RFQ) contracts shall be awarded to the responsible offeror with the most advantageous qualifications and price possessing the ability to perform successfully under the terms and conditions of the contract.

**No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

**B. Contract Requirements.** All contracts (excluding micro-purchases and below) paid for in whole or in part with federal funds shall be in writing and must include or incorporate federally mandated procurement contract provisions required under 2 C.F.R. § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

**Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

**C. Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

#### **IV. General Procurement Standards and Procedures:**

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

**A. Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

**Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured. All solicitations shall include all other requirements bidders or offerors must fulfill during the terms and conditions of the contract. All factors to be used in evaluating bids or proposals and the relative scoring value shall be included within the solicitation. Technical requirements must not contain features that restrict competition.

**B. Notice of Federal Funding.** All solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

**Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

**C. Fixed Price.** Solicitations must state that bidders shall submit pricing on a fixed price basis. Cost plus percentage of cost contracts is prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without written permission of the federal agency or state pass-through agency that awarded the funds.

**Use of Brand Names.** When possible, performance specifications shall be used to allow for competitive pricing and greater availability of products and services. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description unless the item is sole sourced. (see V. Exceptions)

**D. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

**Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority owned businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

**E. Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract as they pertain to the specific procurement method. All documentation relating to the award of any contract must be made available to the granting agency upon request.

**Cost Estimate.** For all procurements costing \$150,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids or proposals. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the A/E firm.

**F. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section III.C of this Policy.

**Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list <https://www.sam.gov/SAM/>.

**G. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract that contractor is performing their responsibilities consistent with the contract terms, conditions, and specifications.

**Open Competition.** Solicitations shall be prepared to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products (unless sole sourced), or other unnecessary requirements that have the effect of restricting competition.

**H. Geographic Preference.** In the interest of competition, no contract shall be awarded based on a geographic preference except as allowed in NM statute 13-1-22.

## V. Specific Procurement Procedures

The Requesting Department shall solicit price or rate quotes in accordance with the requirements under this Section of the Policy based on the type and cost of the contract. For solicitations of services above \$150,000 when selection criteria are more than just price, a request for proposals or qualifications will be utilized.

**A. Service Contracts** (except for A/E professional services) **Purchase Contracts and Construction or Repair Contracts costing less than \$3,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is fair and reasonable. Document determination of reasonable including past purchases and historical data.

To the extent practicable, purchases must be distributed among qualified suppliers.

**B. Service Contracts** (except for A/E professional services) **Purchase Contracts and Construction or Repair Contracts costing \$3,000 up to \$150,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued). Three price or rate quotes will be requested unless noted otherwise.

Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.

2. Cost or price analysis is not required prior to soliciting price or rate quotes. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).

3. Award the contract to the lowest responsive, responsible bidder.

**C. Service Contracts** (except for A/E professional services) **Purchase Contracts and Construction or Repair Contracts costing \$150,000 and above** may be procured using the Uniform Guidance “**competitive proposal**” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicized. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.

Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

2. Identify all evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.

Consider all responses to the publicized RFP to the maximum extent practical.

3. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.

Award the contract to the responsible firm with most advantageous proposal considering price and other factors identified in the RFP. Governing board approval is not required.

4. Award the contract on a fixed-price or cost-reimbursement basis.

Performance and payment bonds of 100% of the contract price is required of the winning offeror.

5. Offerors may view score cards for their own proposals in-person upon written request.

**D. Service Contracts** (except for A/E professional services) **Purchase Contracts and Construction or Repair Contracts costing \$150,000 and above** may be procured using the Uniform Guidance “**sealed bid**” procedure when price is the only evaluation criteria (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the A/E firm).

Complete specifications must be made available to all bidders.

2. Publicly advertise the bid solicitation for a period sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.

Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

3. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received to open all bids.

A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.

4. Award the contract on a firm fixed-price basis.

Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. All bids may be rejected only for “sound documented reasons.”

**E. Contracts for Architectural and Engineering Services** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publicize a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price shall not be solicited in the RFQ.



Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

2. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.

Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).

3. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.

Consider all responses to the publicized RFQ to the maximum extent practical.

4. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.

Price cannot be a factor in the initial selection of the most qualified firm.

5. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.

Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## VI. Exceptions

**A. Non-competitive contracts** are allowed **only** under one or more of the following conditions:

**Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source product may be purchased if the item is available only from a single source.

**Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

**Inadequate Competition.** A contract may be awarded without competitive solicitation when competition is determined to be inadequate after attempts to solicit bids from several sources as required under this Policy does not result in a qualified winning bidder.

**Federal Contract.** A contract may be awarded without competitive solicitation when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

**Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.



**SOL** HOUSING

**EMPLOYEE HANDBOOK**

Revised March 2024

*Sol Housing was established in May 1993 to bring the benefits of first-time homeownership to Albuquerque families. Working exclusively in in-fill neighborhoods, Sol Housing built new homes and assisted first-time home buyer families in becoming homeowners.*

*Starting in 1996, Sol Housing began developing multi-family affordable housing utilizing Low Income Housing Tax Credits. This provided additional financing sources to enable Sol Housing to realize its mission to create exceptional housing communities, provide household stability, and support healthy families.*

## **Sol Housing Employment Policies and Procedures**

### **Purpose of the Handbook**

The policies in this Employee Handbook ("Handbook") are guidelines designed to address issues that arise during employment. This Handbook is not an employment contract and may, at the discretion of Sol Housing, be modified from time to time.

This Handbook supersedes and replaces all previous policies, practices, and guidelines contained in all previous employee handbooks. PLEASE READ CAREFULLY. Upon completion of your review of the Handbook, please sign the statements on the last pages of the Handbook and return them to your manager within three (3) working days of receipt of the Handbook.

### **At-Will Employment**

Sol Housing is an at-will employer, which means that an employee may quit his or her job at any time, with or without notice, reason, or cause; and Sol Housing may at any time, with or without notice, reason, or cause terminate an employee's employment. No supervisor, manager, or representative of Sol Housing has the authority to enter into any agreement with you for any employment for any specified period or to make any verbal promises or commitments contrary to the foregoing.

### **Equal Employment Opportunity**

Sol Housing provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, gender identity, citizenship, pregnancy, childbirth, or conditions related to childbirth, results of genetic testing, service in the military, or any other legally protected category, in accordance with applicable federal, state, and local laws. Equal employment opportunity applies to all terms and conditions of employment, including, but not limited to, hiring, recruitment, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

All employees, managers, officers, and business guests must avoid any action or conduct, physical or verbal, which could be viewed as discrimination, including, but not limited to, comments, slurs, epithets, threats, derogatory comments, or unwelcome jokes which are made on the basis of race, color, age, religion, national origin, ancestry, sex, sexual orientation or disability, or any other protected class identified above. Discrimination can also include the display or circulation of written materials or pictures degrading either to gender or to racial, religious, or ethnic groups and verbal abuse or insults directed at or made in the presence of social, sexual, or religious groups.

Any employee or applicant who feels that he or she has been discriminated against shall report his or her concerns to Human Resources, to investigate. All substantiated complaints will result in corrective action, up to and including termination. Sol Housing will be as discrete as possible with respect to complaints of discrimination or harassment so long as such discretion does not interfere with an adequate and thorough investigation of the complaint. Sol Housing cannot guarantee complete confidentiality which would inhibit Sol Housing's ability to conduct an effective investigation.

### **Anti-Harassment Policy**

Sol Housing expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated. Consistent with applicable federal and state law, Sol Housing does not tolerate conduct that may constitute harassment by its management, supervisors, non-management personnel, or customers. Downloading and displaying or disseminating materials that may be considered by some to be obscene, racist, sexist, or otherwise offensive may legally constitute harassment by creating a hostile work environment. Downloading or viewing materials of a sexual, pornographic, racist, sexist, or otherwise offensive nature is strictly prohibited. All such materials and actions are subject to Sol Housing's harassment policies. Violations of this policy are grounds for disciplinary action up to and including termination. Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources.

All reports of harassment will be investigated promptly and, to the extent possible, regarding confidentiality, and corrective action is taken where substantiated. All complaints will be investigated. It is strictly prohibited for an employee to retaliate against employees who bring discrimination or harassment charges or assist in investigating charges. Employees who are determined to have falsely accused others of discrimination for retribution or other reasons may also be subject to disciplinary action.

### **Standards of Conduct**

Sol Housing expects all employees to adopt a high ethical standard of conduct in the performance of their duties, observing all laws and regulations governing business transactions and using Sol Housing funds only for legitimate and ethical purposes.

### **Confidentiality**

Confidential information is all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business. Working with Sol Housing clients may also involve access to information about families and their finances that is confidential. Sol Housing expects employees to protect the confidential information they have learned during the job and about clients. Confidential information may not be released to any party not directly involved in services to clients and may not be released without the client's permission. An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

### **Conflict of Interest**

All employees have an ethical and legal responsibility to put the interest of Sol Housing ahead of other business or commercial interests. A conflict exists when other business or commercial interests of yourself or your family members compete with your obligation to serve the interest of Sol Housing or if work at Sol Housing can possibly profit yourself (outside of salary), family, or other relations. Even the perception of a conflict of interest can cause harm to Sol Housing and the employee involved. Employees of Sol Housing should avoid any such dealings that may lead to either a real or a perceived conflict of interest. Questions or concerns should be brought to the attention of Human Resources.

### **Personal Appearance**

Personal appearance is a matter of pride and reflects your image at work and in the community. You have a responsibility to present a neat and professional image appropriate for our work environment. Please advise your manager if you need a dress code accommodation based on religion, disability, or other legally protected reasons.

### **Drug-Free Workplace Policy**

Sol Housing recognizes that drug, narcotic and alcohol abuse is a serious health problem. The use of these substances by employees while on the job constitutes a direct threat to other employees. To assure a safe environment for all, Sol Housing may require drug/alcohol screening for an employee who demonstrates unusual or suspicious behavior or work performance problems that appear to be drug or alcohol related. An employee using prescription drugs that may affect their work performance must report the use to their supervisor. Notwithstanding any provision herein, this policy will be always enforced in accordance with applicable state and local law.

An employee experiencing problems resulting from drug or alcohol abuse and/or dependence, or an employee diagnosed as a drug abuser or alcoholic, who reports a problem to Human Resources prior to any incident will be covered by the ADA and will be given the Last Chance Agreement. Continued employment will be contingent on the completion of the Last Chance Agreement. Employees who have elected health coverage may use the insurance to the extent of coverage of the plan for treatment.

### **Personal Conduct**

Virtually all software is copyrighted and is subject to a license, which sets limitations on its use. Software downloaded from the Internet is no exception. If unlicensed software is discovered on one of Sol Housing's computers, both Sol Housing and the user of the computer might face allegations of legal liability for copyright violations.

It is illegal and therefore against Sol Housing policy to load unlicensed or unauthorized software on the organization's computers. Sol Housing's computers are intended for business use only. Employees should not use computers for personal business and should limit their websites to appropriate business sites.

### **Categories of Employees**

Full-time Employee—A full-time employee will work between 32 and 40 hours per week. Full-time employees are eligible for benefits as outlined in the benefits section of this handbook.

Part-time Employee—A part-time employee will work between 20 and 31 hours per week. Part-time employees are not eligible for benefits as outlined in the benefits section of this handbook.

Temporary Employee - Employment is determined at the time of hire for a specific period of time (maximum of 1,560 hours per calendar year). Temporary employees are not eligible for employee benefits.

### **Work Week and Hours**

The normal workweek is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, evening and weekend work may be required on occasion to meet deadlines or to accommodate community meetings. In the event a position's regular working hours vary from the normal workweek, the employee will be informed of the schedule by the supervisor.

### **Overtime**

Overtime is time worked in excess of forty (40) hours in a standard work period of seven (7) consecutive days.

Non-exempt employees are eligible for overtime, which will be paid at time and one-half the employee's regular rate of pay. Overtime hours are computed on actual hours worked excluding PTO, holiday, or bereavement leave hours. Overtime must be approved by an employee's immediate supervisor prior to accumulating.

Exempt positions are not eligible for overtime pay.

### **Time Records**

All nonexempt employees are required to complete accurate weekly time reports showing all time worked. These records are required by governmental regulations and are used to calculate regular, and overtime pay. At the end of each week, the employee and his or her supervisor must sign the time sheet attesting to its correctness before forwarding it to Human Resources.

### **Payday & Personnel Records**

Employees are paid every other week for the pay period immediately preceding. Non-exempt employees are required to complete a timesheet to receive their paychecks. Timesheets are approved and signed by the employee's supervisor and submitted to the Controller before the deadline established by the Executive Director. Payroll changes must be communicated in writing (address changes, salary, W-4, etc.).

It is always important that the personnel records of Sol Housing be accurate. In order to maintain accurate employee personnel files and ensure accurate W-2 filings and beneficiary designations, please notify the Controller in writing in the event of a change in any of the following information:

Name, home address, or telephone number

- Marital status and number of dependents
- Person to notify in event of an emergency
- Beneficiary designation for life insurance
- Exemptions for tax withholdings
- Completion of training/classes/degrees
- Any other pertinent information.

## **Employee Benefits**

Sol Housing offers a wide range of employment benefits to its regular status full-time employees.

A full description of the following benefits is available upon request from the Controller:

- Health insurance
- Dental insurance
- Disability insurance
- Life insurance
- Retirement plan

Regular, full-time employees who work 32 hours or more per week may participate in Sol Housing's insurance coverage at 15% of the cost of the employee's and their family's health insurance coverage.

New employees must apply for benefits within thirty-one (31) days of employment, or they may incur longer waiting periods or may be required to furnish medical evidence of insurability at their own expense and may possibly be denied acceptance into the plan.

### **Retirement Plan**

Sol Housing has established a Retirement Plan to supplement an employee's income upon retirement. Full and part-time employees may participate in the retirement plan. For a more complete explanation of the benefits, including vesting and distribution provisions, contact the Controller.

## **Workers' Compensation**

Sol Housing is a participant in the Workers' Compensation insurance program. Any employee who is injured on the job shall immediately report the injury to Human Resources. Human Resources is responsible for ensuring that the injured employee is given assistance in obtaining immediate medical attention if the injury requires it.

Each employee of Sol Housing is responsible for ensuring a safe work environment and for making corrections to observed unsafe behavior or conditions. Safety concerns should be immediately reported to your supervisor.

## **Nursing Mothers**

Sol Housing abides by Federal and New Mexico state laws that allow for "the use of a breast pump in the workplace" for all nursing mothers. The law states, that to foster the ability of a nursing mother who is an employee to use a breast pump in the workplace, an employer, including the state and its political subdivisions, shall provide the following:



A space for using the breast pump that is:

- Clean and private
- Near the employee's workspace; and
- Not a bathroom; and
- Flexible break times

Sol Housing is not liable for the storage of breast milk or payment for additional breaks beyond the established break time the nursing mother may need to take. Payment is not required for any overtime acquired due to nursing mothers' need to use the breast pump outside of regularly scheduled break times.

### **Personal Time Off (PTO), Sick Leave, and Holidays**

Sol Housing provides its employees with accrued personal leave (PTO) that covers personal leave, vacation, and sick leave. Employees may use PTO for: **1)** any personal reason, **2)** the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventive medical care; **3)** the employee's need to care for a family member relating to the family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventive medical care; **4)** meetings at the employee's child's school or place of care related to the child's health or disability; **5)** absence necessary due to domestic abuse, sexual assault, or stalking suffered by the employee or a family member of the employee; provided that the leave is for the employee to obtain medical or psychological treatment or other counseling; **6)** to relocate; **7)** to prepare for or participate in legal proceedings; or **8)** to obtain services or assist a family member of the employee with any of the activities set forth in the Healthy Workplaces Act (HWA). "Family member" means **1)** an employee's spouse or domestic partner; **2)** a person related to an employee or an employee's spouse or domestic partner as a biological, adopted, or foster child, a stepchild or legal ward, or a child to whom the employee stands in loco parentis: a biological, foster, step, or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child; a grandparent or grandchild; a biological, foster, step, or adopted sibling; a spouse or domestic partner of a family member as defined by the HWA (NMSA 50-17-2).

Holiday and PTO do not count as hours worked for purposes of calculating an employee's entitlement to overtime during the week in which the holiday and/or PTO day occurs.

#### **Maximum PTO**

The Sol Housing accrual period is based on a calendar year. PTO begins to accrue immediately upon hire on a pay-period basis. The date of hire is considered the anniversary date, which determines when the rate of accrual will change based on the schedule below:

0 - 1 year of service	(0-12 months) 19 days or 5.85 hours per pay period (1 hour earned for approximately every 13 hours worked)
2 - 4 years of service	(13-48 months) 24 days or 7.38 hours per pay period (1 hour earned for approximately every 10 hours worked)
Over 4 years of service	(49+months) 29 days or 8.92 hours per pay period (1 hour earned for approximately every 9 hours worked)

All employees may use PTO in 1-hour increments.

At the end of the calendar year, all accrued and unused hours of PTO may be carried over into the following year. There is no cap on the number of PTO hours that can be accrued. As a practical matter, PTO that is properly requested and scheduled will be granted for the convenience of the employee. Requests for planned or foreseeable time off need to be submitted in the employee payroll portal for approval at least two weeks in advance to allow for the adjusting of work schedules. PTO may be canceled based on work needs, staffing requirements, or other legitimate needs of Sol Housing. Upon separation of employment, unused PTO will be converted to cash at a maximum of 80 hours.

### **Requesting Earned PTO**

Eligible employees record their request to use earned PTO in the employee payroll portal. Supervisors are not obligated to grant a request solely to meet the needs of the employee **other than reasons 2-8 listed previously.**

When an employee needs to use earned PTO as sick leave, the employee must make an oral request when calling in or a written request when advanced notice is possible to the employer to use the leave. When possible, the request must include the expected duration of the absence.

When the need to use earned PTO as sick leave is foreseeable, the employee must make a reasonable effort to give the employer notice before using the earned PTO. The employee must make a reasonable effort to schedule the use of earned PTO in a way that does not disrupt the operations. When the need to use earned PTO is not foreseeable, the employee must notify the employer as soon as practicable. Employees are not required to find a replacement worker to cover during the employee's absence or to use other paid leave before the employee uses sick leave pursuant to the Act.

### **Documentation Requirements**

When the PTO requested is for sick leave, employees may be required to provide documentation if two or more consecutive workdays of earned leave are used. All information and documentation received about an employee's reasons for taking earned sick leave will be kept confidential. Documentation must be signed by a health care professional or for two or more consecutive absences related to domestic abuse, sexual assault, or stalking, an employee may provide either a police report, a court-issued document, or a signed statement by a victim services organization, clergy member, attorney, or advocate.

PTO is retained upon transfer or succession of Sol Housing ownership or operation.

Employee benefits and protections under the HWA are not waivable.

The Company expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this policy. Any concerns should be promptly reported to the HR manager or your immediate manager for investigation.

Sol Housing's PTO policy either meets or exceeds the rules and requirements of the HWA. Notice of employee rights under the HWA is included in the Sol Housing employee handbook and is also posted at the Sol Housing office and available on the Sol Housing share drive. If a conflict between Sol Housing policy and the HWA is discovered, Sol Housing will immediately honor the rules and requirements of the HWA and will revise the written policy at the next possible opportunity.

## **Holidays**

All regular full-time, part-time, and temporary employees working a minimum of 20 hours per week are eligible for the following eleven (11) paid holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

If a part-time or temporary employee is normally scheduled to work on a holiday, they will be paid for the hours they normally would have worked on that day. Holidays will become available to new employees as they occur based on the date of hire. If a holiday occurs during an employee's scheduled vacation, the day will be paid as a holiday and not as a PTO day.

## **Family Medical Leave Act (FMLA)**

The Family Medical Leave Act provides employees with the opportunity to take up to 12 weeks of paid or unpaid leave to care for family members or because of a serious health condition. If an employee has PTO or sick leave available, sick leave will be used concurrently with and designated as FMLA leave; then PTO will be used concurrently with and designated as FMLA leave.

## **ADA Reasonable Accommodation Policy: Service Animals**

Sol Housing does not allow animals in the workplace; however, an individual with a disability may request a reasonable accommodation under the Americans with Disabilities Act (ADA) to bring a service animal to work when medically necessary. The ADA Reasonable Accommodation Request Form can be found on the Sol Housing shared drive or by requesting it from HR.

### **Service Animals**

Under New Mexico Service Animal Act, NMSA 1978 §28-11-2, a qualified service animal is a dog or miniature horse that is trained to work or perform tasks for the benefit of an individual with a disability, such as guiding individuals with impaired vision, alerting individuals to an impending seizure, or pulling a wheelchair and fetching dropped items. The job of the animal must be directly related to the employee's disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Sol Housing will not require an employee to disclose their disability, require medical documentation or special identification or training documentation for the animal, nor ask that the animal demonstrate its ability to perform the work or task. However, Sol Housing may ask (1) Whether the animal is required because of a disability; and (2) what work or task has the animal been trained to perform? Sol Housing will evaluate all requests to bring a service animal into the workplace to determine if the accommodation is reasonable and can be provided without undue hardship. Please note, Sol Housing will consider employee's requests, but do not have to automatically allow employees to bring their service animal to work.

If an accommodation is granted to allow a service animal in the workplace the arrangement may be permitted on a temporary or trial basis. Reasonable behavior is expected from service animals while on company property. Disruptive and aggressive service animals may be asked to be removed from the premises if the animal is out of control and the employee does not take effective action to control the animal or the animal is not housebroken. Additionally, Sol Housing may draft a written agreement with the employee in which the employee will bear the cost of any cleaning or repairs that may be needed due to the service animal.

All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current, and animals must be in good health.

Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.

Animals must be on a leash, harness, tether, or other type of restraint at all times, unless the employee's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks.

The employee must always be in full control of the animal. The care and supervision of the animal is solely the responsibility of the employee. The employee is expected to clean and dispose of all animal waste appropriately. Other employees are not required to provide care or supervision of a service animal.

### **Leave with Pay**

Regular employees shall be granted time off with pay in the following situations:

#### **Bereavement Leave**

Sol Housing allows time off with pay for an employee who has experienced the loss of a family member. An employee will be granted up to five (5)-scheduled days with pay to attend the funeral of the employee's immediate family. Immediate family is defined as an employee's spouse, recognized domestic partner, son, daughter, father, mother, brother, sister, grandparent, grandchild, grandparents-in-law, parents-in-law, daughter-in-law, brother-in-law, sister-in-law, son-in-law, and any human member of the employee's household. When requesting bereavement leave, you should inform Sol Housing as to who has died and the date of death.

#### **Jury or Witness Duty Leave**

Sol Housing encourages employees to fulfill their civic responsibility by serving jury or witness

duty when required. Employees must show the jury or witness summons to Human Resources as soon as possible so that scheduling arrangements may be made to accommodate their absence. It is expected that employees will return to work immediately upon dismissal by the court.

### **Voting Leave**

Under New Mexico law, employees are entitled to up to two hours of paid time off to vote, including in elections for Native American national, tribal, and pueblo elections. Paid time off to vote is not required if an employee's work shift begins more than two hours after polls open or ends more than three hours before polls close. Employees are expected to make reasonable efforts to vote outside of regular work hours, however, Sol Housing will allow employees to take up to two (2) paid hours of leave to vote if their work schedule on election day is scheduled to begin within two (2) hours of the polls opening and does not end more than three (3) hours from the time the polls close. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with Sol Housing management no later than the day prior to Election Day.

### **Educational Leave**

Sol Housing allows time off with pay for employees who wish to improve their professional skills by attending classes during the workday.

Sol Housing will pay for employee courses and education that advance employee skills in their current position or prepare them to assume more responsibility in the future.

### **Military Leave**

Sol Housing supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

### **Employee Grievance Procedure**

Sol Housing wishes to promote and maintain open lines of communication and provide an effective means for employees to resolve work-related problems. Informal, direct methods of resolving issues should be used before the formal Grievance Procedure is initiated. The Employee Grievance Procedure is a formal guideline to assist employees in handling issues of concern. If informal resolutions do not solve the problem, employees are encouraged to bring to the attention of their supervisor their complaints about work-related situations through the following procedure:

- First, employees should discuss complaints or problems with their manager that this

issue constitutes a grievance. The manager will attempt to resolve the issue and respond in writing within five working days.

- If the employee is dissatisfied with the response, he/she has five days to present the grievance in writing to Human Resources.

### **Arbitration Policy**

Sol Housing has chosen to implement an arbitration policy for those instances where one or more parties are not satisfied with the outcome of the Grievance Procedure. As an employee of Sol Housing and by signing the Acknowledgment Form in the back of this handbook, employees agree to allow a third-party arbitrator to make a binding decision regarding the grievance.

While the proceedings are pending, the arbitrator may order a party or witness to provide documents or records or to furnish other information that is likely to clarify the issues of the dispute. The arbitrator presides over the hearing and has the power to subpoena witnesses and documents, administer oaths, and make decisions about legal and factual issues.

Once that decision is made it is binding and cannot be overturned by a court of law. A party to arbitration gives up the right to sue the other party in court. Accordingly, whenever someone who has agreed to arbitrate sues another party to the agreement, the courts have the power to stop the lawsuit and order that arbitration takes place.

In arbitration, each party has the right to be represented by an attorney; however, arbitrators are not obliged to follow courtroom rules of evidence or procedure. The arbitrator's award should specify who is responsible for the payment of witness fees, the arbitrator's fee, and any other costs incurred in connection with the proceeding.

At the conclusion of the hearing, the arbitrator makes an award. Courts will enforce the award unless:

- It was procured by fraud, corruption, or other illicit means.
- The arbitrator was not impartial
- A party's rights were prejudiced by the arbitrator's misconduct.
- The arbitrator exceeded his/her authority.

### **Employment Separation**

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. Sol Housing may at any time, with or without notice, reason, or cause terminate an employee's employment. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

Although employees may terminate their employment at any time, with or without notice, Sol Housing requests that employees provide at least two (2) weeks' notice in writing, when possible. Prior to employment separation, employees need to report to their supervisor to complete the necessary paperwork and return office keys/cards, handbooks, files, and any other company property.

*Job Abandonment:* An employee who fails to report to work for three (3) consecutive days without notifying his or her immediate supervisor or an employee who fails to return from an approved Leave of Absence on the agreed-upon date will be reviewed to determine whether termination is proper due to job abandonment or there was a medical reason for the absence and lack of timely notification.

### **Sexual Abuse and Misconduct Prevention Policy**

Sol Housing develops multi-family affordable housing utilizing Low Income Housing Tax Credits to enable Sol Housing to realize its mission to create exceptional housing communities, provide household stability and support healthy families. Sol Housing does not supervise or care for children. Sol Housing employs a social services coordinator responsible for scheduling events and services for the residents of the Sol Housing communities and organizing various agencies to provide those services. Examples of services include after-school tutoring, health, and nutrition classes, technology, job training, and financial literacy. Sol Housing partners with organizations like First Nations Community Health Source, Moe Fit, and BBVA to facilitate these offerings. These providers are the ones involved with Sol Housing's residents.

#### **Zero-Tolerance**

Sol Housing prohibits and has zero-tolerance for any actual or threatened acts of sexual abuse, sexual molestation, or sexual misconduct ("prohibited conduct") to occur in the workplace or at any activity sponsored by or related to it. Prohibited conduct includes, but is not limited to, intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders, and/or pulling against another's body or clothes. Conduct of interaction and approval may include applause and high-fives. Sol Housing and its partners all require that there are at least two adults present for any activity.

#### **Reporting Procedure**

All staff members who learn of or have a reasonable suspicion of prohibited conduct must immediately report it to their manager, who will report it to the local or state police and/or New Mexico Children, Youth and Families Department (CYFD).

#### **Retaliation Prohibited**

Sol Housing prohibits retaliation against anyone, including an employee, volunteer, board member, student, or individual, who in good faith reports prohibited conduct. Retaliation against a participant in the investigation is also prohibited. Anyone who retaliates against someone who has made a good faith allegation of prohibited conduct or intentionally provides false information to that effect will be subject to discipline, up to and including termination.

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**Employee Acknowledgment and Understanding**  
**Sexual Abuse & Misconduct Prevention Policy**

I, \_\_\_\_\_, have reviewed Sexual Abuse & Misconduct Policy and understand it. I agree to ask Sol Housing any questions that I may have concerning the Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Employee Acknowledgment and Understanding**  
**Drug-Free Workplace Policy**

I, \_\_\_\_\_, have reviewed Drug-Free Workplace Policy and understand it. I agree to ask Sol Housing any questions that I may have concerning the Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**



**Employee Acknowledgment and Understanding**  
**Sol Housing Employee Handbook**

I, \_\_\_\_\_, have received and reviewed a copy of the Sol Housing Employee Handbook, which outlines the goals, policies, benefits, and expectations of Sol Housing, as well as my responsibilities as an employee. I understand that my employment at Sol Housing is at will, which means that I may leave my employment or Sol Housing may decide to terminate my employment, with or without cause, with or without notice, at Sol Housing's discretion. I further understand that this Handbook is not a contract of employment and that it may be amended or modified by Sol Housing at its discretion. I also understand that nothing in the Handbook is meant to be construed as restricting any lawful form of activity under Section 7 of the National Labor Relations Act.

I have reviewed the Handbook and understand it. I agree to ask Sol Housing any questions that I may have concerning the policies or guidelines in the Handbook.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**




**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict of interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Tessah Latson**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
Tessah Latson (Jun 10, 2024 21:14 MDT)  
Tessah Latson, Board President

06/10/2024  
DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict-of-interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Russell Brito**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
Russell Brito (Jun 12, 2024 15:21 MDT)

Russell Brito, Board Vice President

06/12/2024

DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict of interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Elvira Lopez**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
Elvira Lopez (Jun 11, 2024 08:37 MDT)

Elvira Lopez, Board Treasurer

06/11/2024

DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict-of-interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Sarah Hurteau**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

Sarah Hurteau  
Sarah Hurteau (Jun 10, 2024 18:01 MDT)  
\_\_\_\_\_  
Sarah Hurteau, Board Secretary

06/10/2024  
\_\_\_\_\_  
DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict-of-interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Don Dudley**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

Don Dudley  
Don Dudley (Jun 11, 2024 18:21 MDT)  
Don Dudley, Board Member

06/11/2024  
DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE




**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict-of-interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Alan Vincioni**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
Alan Vincioni (Jun 13, 2024 11:54 MDT)  
\_\_\_\_\_  
Alan Vincioni, Board Member

06/13/2024  
\_\_\_\_\_  
DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict-of-interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, Felipe Rael, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

Felipe Rael  
[Felipe Rael \(Jun 17, 2024 08:52 MDT\)](#)  
\_\_\_\_\_  
Felipe Rael, Executive Director

06/17/2024  
\_\_\_\_\_  
DATE



**City of Albuquerque  
Boards and Commissions  
Affordable Housing Committee (AHC)**

**AHC Compliance with Conflict of Interest Policies**

Both the use of grant funds from the U.S. Department of Housing and Urban Development (HUD) and the City of Albuquerque General Obligation Bond program's Workforce Housing Trust Funds require that procurement is free of any conflicts or potential conflicts when procuring services such as the development of Affordable Housing. The following citations from the Code of Federal Regulations and the City's Procurement Manual provide the policies which must be complied with when procuring such services.

Federal procurement requirement **2 CFR 200.319 (a)** states: All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The **City of Albuquerque's Procurement Manual** (<https://www.cabq.gov/dfa/documents/city-of-albuquerque-procurement-manual.pdf>) requires that its procurement must be fair and transparent, as cited below:

**Unfair Competitive Advantages**

Fairness and transparency in procurement require that vendors competing for a specific good, service, and concession or construction project, do not derive an unfair advantage by directly participating in the preparation of specifications, qualifications, or evaluation criteria on which the solicitation was based. Therefore, any vendor and its affiliates that participate in the preparation of specifications, qualifications, or evaluation criteria of a solicitation shall be disqualified from submitting bids or proposals for that solicitation. In short, a vendor cannot respond to a solicitation if the vendor and its affiliates were directly involved with the preparation of the specifications. Notwithstanding this paragraph, the Central Purchasing Office may engage in procurements utilizing a challenged-based process in which open discussions with vendors and the public may occur. The focus of this process is to engage with the public to collectively and transparently develop ideas, methods, and other necessary information to proceed with a competitive solicitation.

**AHC Conflict of Interest Procedures**

In July of each year, AHC members will be required to disclose and certify whether or not they have a conflict of interest by serving on the AHC. **Additionally, it is each AHC member's responsibility to update the conflict of interest certification form, if anything changes during**

**the course of the year. Should such a change in conflict status occur, the AHC member should contact the AHC staff person immediately to submit a revised certification and to avoid any challenges related to said conflict.**

The City may request assistance from the AHC with regards to the details of affordable housing Request for Proposals (RFPs). In which case, the City will convene an RFP Subcommittee to discuss RFP Scopes, Goals, Ranking Criteria, etc. This subcommittee will allow for those AHC members who disclose no conflict and/or do not have any intention to respond to the RFP, may opt to participate in discussions regarding the RFP. All other AHC members which have a conflict and would like to opportunity to apply under said RFP will not be allowed to be present for any such discussions regarding the details of the RFP. The following procedures outline the process for each type of disclosure and certification.

**If no conflict is disclosed**, that AHC member may participate in the development of RFPs and/or discussions RFP-specific scopes. By doing so, the organization represented by that member is removed from being an eligible respondent to that RFP. That member shall sign a non-disclosure statement to certify and assure that the member will not disclose or make available the details of the RFP to competing offerors or persons not involved in the RFP development process.

**If an actual, apparent, or potential conflict is disclosed**, that AHC member may not sit on the RFP Sub-committee, participate in the development of RFPs and/or discussions RFP-specific scopes and must follow the following procedure:

The AHC member with the potential for a conflict of interest shall withdraw from any functions, responsibilities and decision making processes that is directly or indirectly related to the specific activity that contains a conflict of interest. This includes, but is not limited to: discussion related to the development of Request for Proposals (RFPs), its evaluation criteria, and/or its scopes, for which the organization he/she represents and has the ability to apply under such RFP. By such AHC members recusing themselves from all mentioned RFP discussions, it alleviates any actual, apparent, or potential for a conflict of interest and provides the opportunity for the AHC member's organization to be an eligible respondent to that RFP.

As an appointed member of the City of Albuquerque's Affordable Housing Committee, I hereby certify that I have read, understand, and agree to follow the aforementioned AHC Conflict of Interest Policies and Procedures.

Felipe Rael  
SIGNATURE

October 24, 2023  
DATE



STATE OF NEW MEXICO

**MAGGIE TOULOUSE OLIVER**

SECRETARY OF STATE

## *Certificate of Good Standing and Compliance*

IT IS HEREBY CERTIFIED THAT:

Sol Housing  
1613249

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Nonprofit Corporation, under the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

having filed its Articles of Incorporation on May 11, 1993, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: April 16, 2024

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



*Maggie Toulouse Oliver*

**Maggie Toulouse Oliver**  
Secretary of State

Certificate Validation #: 0088276

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under Certificate Validation.



## **FELIPE RAEI, MBA, HCCP**

**Executive Director**



Felipe Rael has over 20 years housing finance expertise with Low Income Housing Tax Credits, bond financing, FHLB Affordable Housing Program, Fannie Mae/Freddie Mac, Real Estate Capital Markets, Commercial Mortgage Backed Securities (CMBS) and State of New Mexico affordable housing development programs. Management expertise includes: staff development, profit & loss, financial controls & reporting, strategic planning, program policies & procedures and marketing to a variety of public, private & non-profit development partners.



### **Education**

- Master of Business Administration | Claremont Graduate University
- Developmental Economics | Universidad Anáhuac México Sur
- Bachelor of Arts | Claremont McKenna College



### **Professional Affiliations**

- Federal Home Loan Bank of Dallas - Board of Directors
- Prospanica (The Association of Hispanic MBA's)
- National Association of Corporate Directors
- Latino Corporate Directors Association



### **Community Involvement**

- American Legion Boys State and Boys Nation
- City of Albuquerque Affordable Housing Committee
- City of Albuquerque Homeless Coordinating Council-Housing Committee

**Contact information**

 **505.244.1614**

 **[info@solhousing.org](mailto:info@solhousing.org)**



# SOL HOUSING

## MIRIAM J. HICKS, RA

Director of Housing Development

Registered Architect, New Mexico (#4693)

National Certification Architectural  
Registration Board (NCARB) Certified



Miriam's passion for affordable housing brought her to Sol Housing in 2018 after more than 20 years working for Dekker/Perich/Sabatini (D/P/S) in Albuquerque. As a licensed Architect, she uses her experience with entitlements, affordable housing projects, construction administration, and design to support Sol Housing's mission to create exceptional housing communities. Miriam's coordination and communication as a project manager helps lead the Sol Housing team from funding applications through placing housing communities in service.



### Education

- Bachelor of Architecture | Virginia Polytechnic Institute and State University



### Community Involvement

- Albuquerque Affordable Housing Committee (AAHC), Executive Committee
- Equity Council, Alice King Middle School
- Steering Committee, Rio Rancho Housing Plan
- Board Member, Jerry Cline Neighborhood Association

Contact information

 505.705.3703

 [miriam@solhousing.org](mailto:miriam@solhousing.org)





## **KELLE SENYÉ, CPM® ARM®**

### **Deputy Director of Operations**

Institute of Real Estate Management: Certified Property Manager (CPM®), Accredited Residential Manager (ARM®)  
National Apartment Association Education Institute: Faculty



Kelle has more than 15 years of property management experience and 10 years of non-profit management. Directly prior to arriving at Sol Housing, she served 9 years advocating for and educating rental property owners and managers as the Executive Director of the Apartment Association of New Mexico. She graduated from ENMU with a Bachelor's degree in 1993. From the Institute for Real Estate Management, she earned her ARM® in 1996 and her CPM® in 2022, and is currently the President of the IREM NM Board of Directors. She is a past Board President of the New Mexico Society of Association Executives, and a past President of the Governing Council for Mountain Mahogany Community School. In 2015, Kelle became a faculty member of National Apartment Association Education Institute and has been an approved instructor for the New Mexico Real Estate Commission since 2011.



#### **Education**

- Bachelor of Fine Arts | Eastern New Mexico University



#### **Professional Affiliations**

- Institute of Real Estate Management (IREM): NM Chapter



#### **Community Involvement**

- City of Albuquerque Housing and Neighborhood Economic Development Committee
- Nurse Wellness Project, Board of Directors

**Contact information**

 **505.705.3704**

 **kelle@solhousing.org**



## **LAURIE FRAPPIER, MA**

**Director of Community Relations**



Laurie Frappier has worked in nonprofit management since 2002, holding leadership positions with the YMCA of Central New Mexico, New Mexico Senior Olympics, Leadership New Mexico, and Supportive Housing Coalition of New Mexico. Laurie has executive-level leadership experience in strategic planning and staff development and has led organizational efforts in marketing, communications, branding, fundraising, event management, board development and recruitment, community and donor relations, grant writing, and volunteer coordination.

Laurie is passionate about affordable housing and the role it serves in creating a better life for New Mexicans. Laurie uses her community relations and marketing skills to further the mission of Sol Housing while advocating for affordable housing development in Albuquerque.



### **Education**

- Bachelor of Arts | College of St. Scholastica
- Master of Arts | University of Dayton



### **Community Involvement**

- Albuquerque Affordable Housing Coalition, Executive Committee
- UNM Housing Justice Research Group
- Tennis Enthusiast Action Movement (TEAM)

**Contact information**

 **505.705.3706**

 **[laurie@solhousing.org](mailto:laurie@solhousing.org)**



## RITA GONZALEZ, CPA

Controller



Rita has over 35 years of accounting experience, including 10 years in public accounting and 25 years in private industry. Public accounting experience includes leading audits for several non-profit clients, construction companies and many other clients in private industry. She also prepared tax returns for many different types of clients over her public accounting career, including real estate partnerships. Her private industry experience includes controllerships with a real estate developer, a general contractor, a beer importer, a Red Robin franchise with six locations and a sushi restaurant with eight locations. Other experience includes providing consulting services for a building materials manufacturer, filing severance tax refunds for a large oil and gas producer with over 1500 wells and reconstructing the accounting records for a small minority owned construction company under a county sponsored mentoring program. She is a Texas Certified Public Accountant. Rita currently lives in Frisco, Texas and works remotely.



### Education

- Bachelor of Science, Business Administration-Accounting| University of Albuquerque



### Professional Affiliations

- Certified Public Accountant | TexasAM)

Contact information

 210.643.6645

 [rita@solhousing.org](mailto:rita@solhousing.org)





# SOL HOUSING

## DAVID POOLE

Enrichment Services Coordinator



An Albuquerque native, David has had a varied career as a musician, teacher, carpenter and writer. He came to Sol Housing after 27 years with the La Mesa Presbyterian Church, located in the International District. While teaching and directing music, he was also involved in the church's food pantry, the beautification of the neighborhood, the founding of the La Mesa Arts Academy, and providing free after-school arts education. Other adventures include the Albuquerque Opportunity Center, a shelter for homeless men, and New Mexico Women's Global Pathways, a non-profit building economic opportunity for refugee women and girls. He is bilingual (English/Spanish) and has extensive experience working with diverse populations and coordinating volunteers.

David coordinates Enrichment Services at Sol Housing properties including weekly food pantry, health and wellness clinics, fitness classes, technology classes, Medicaid/Medicare information, gardening, and various social opportunities for seniors and families.



### Education

- Bachelor of Arts, English Literature | Indiana University
- Master of Music | University of New Mexico



### Professional Affiliations

- American Choral Directors Association
- Presbyterian Association of Musicians



### Community Involvement

Ghost Ranch Education and Retreat Center, Planning Team Member

Contact information

☎ 505.382.9034

✉ [david@solhousing.org](mailto:david@solhousing.org)

## **KENZIE DAVISON, MA, BCBA**

### **Enrichment Services Coordinator**



Kenzie brings over 20 years of experience in community building and centering families' needs. She interweaves her background in play therapy, parent coaching, and community design into coordinating events and resources for Sol Housing. She is currently on the Board of Directors for Ocate Cliffs and was a primary catalyzer for Grow Local Colorado. ASL (American Sign Language) has been her home language for over 12 years. Kenzie enjoys geeking out about regenerative design/patterns, linguistics, and spirituality. She lives in a local intentional community centered around music, art, & entrepreneurship.

Kenzie coordinates Enrichment Services at Sol Housing properties including weekly food pantry, health and wellness clinics, fitness classes, technology classes, Medicaid/Medicare information, gardening, and various social opportunities for seniors and families.



#### **Education**

- Bachelor of Arts, Psychology | Oberlin College
- Master of Arts, Applied Behavior Analysis | Ball State University



#### **Professional Affiliations**


- Board Certified Behavior Analyst
- Synergetic Play Therapy Externship & Certification



#### **Community Involvement**

- Ocate Cliffs, Board of Directors

#### **Contact information**

 **505.980.1459**  
**VP (ASL) 505.544.2639**

 **[kenzie@solhousing.org](mailto:kenzie@solhousing.org)**

## DUJUAN MCCOY, BFA

Enrichment Services Coordinator



DuJuan is a native of Cleveland, Ohio who has lived in Albuquerque since 2015. He has several years of higher education experience in both department coordination and academic advisement. DuJuan has served as a volunteer board member for local nonprofit, Faithworks, for the past year. He believes that affordable housing is a right to all regardless of background or income. DuJuan is also an advocate for human rights and equity in outcomes for all communities.

DuJuan coordinates Enrichment Services at Sol Housing properties including weekly food pantry, health and wellness clinics, fitness classes, technology classes, Medicaid/Medicare information, gardening, and various social opportunities for seniors and families.



### Education

- Bachelor of Fine Arts | University of Cincinnati



### Community Involvement

- Faithworks, Volunteer Board Member



**ROBERT J. SITKOWSKI,**  
**AICP, ESQ.**  
**Associate Director of Housing Development**



Robert Sitkowski has over 35 years of experience in all aspects of real estate development, including law, urban planning, urban design and architecture. He joined GAHP in 2023 after retiring from the University of Connecticut, where he served as its Associate Director of Real Estate and as an Adjunct Professor in its School of Public Policy.



**Education**

- Juris Doctor | University of Pittsburgh School of Law
- Master of Urban & Regional Planning | University of Pittsburgh
- Bachelor of Architecture in Design | University of Illinois



**Professional Affiliations**

- American Institute of Certified Planners

**Contact information**

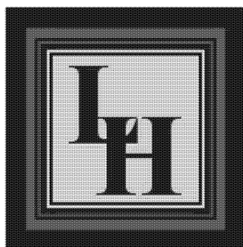
 **505.244.1614**

 **bob@solhousing.org**

**GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A NOT-FOR-PROFIT CORPORATION)**

**CONSOLIDATED FINANCIAL STATEMENTS**

**YEAR ENDED DECEMBER 31, 2022**



**Loveridge Hunt & Co., PLLC**  
CERTIFIED PUBLIC ACCOUNTANTS

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**Loveridge Hunt & Co., PLLC**  
CERTIFIED PUBLIC ACCOUNTANTS

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Greater Albuquerque Housing Partnership  
Albuquerque, New Mexico

### Report on the Audit of the Consolidated Financial Statements

#### Opinion

We have audited the accompanying consolidated financial statements of Greater Albuquerque Housing Partnership (the Organization), which comprise the consolidated statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Greater Albuquerque Housing Partnership as of December 31, 2022, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Albuquerque Housing Partnership and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Albuquerque Housing Partnership's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

## INDEPENDENT AUDITOR'S REPORT - (CONTINUED)

### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Albuquerque Housing Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Albuquerque Housing Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



## INDEPENDENT AUDITOR'S REPORT - (CONTINUED)

### Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The additional information shown on pages 31 to 40 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Loveridge Hunt & Co, PLLC*

Bellevue, Washington  
September 19, 2023

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

December 31, 2022

ASSETS

Current assets:

Cash and cash equivalents	\$ 6,346,992
Accounts receivable - tenants	42,680
Other receivables	434,133
Prepaid expenses	<u>44,029</u>
Total current assets	6,867,834

Restricted cash:

Tenant security deposits	142,701
Mortgage escrow	257,526
Operating reserves	1,577,107
Replacement reserves	775,072
Endowment fund designated by Board	<u>49,674</u>
Total restricted cash	2,802,080

Property, building, equipment, land, right of use asset and construction in progress:

Property, building and equipment, at cost	79,909,432
Accumulated depreciation	<u>(16,191,178)</u>
Net property, building and equipment	63,718,254
Land	4,930,687
Right of use asset - land lease	353,647
Construction in progress	<u>12,028,596</u>

Property, building, equipment, land and construction in progress: 81,031,184

Other assets:

Notes receivable - Homebuyers	315,982
Tax credit fees, net	<u>260,388</u>
Total other assets	<u>576,370</u>

Total assets \$ 91,277,468

Continued on page 5.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED STATEMENT OF FINANCIAL POSITION - (CONTINUED)

December 31, 2022

LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable	\$ 1,462,841
Accrued expenses	34,549
Accrued partnership fees	6,652
Prepaid rents	292,347
Deferred revenue	117,600
Tenant security deposits	125,086
Accrued payroll taxes	33,251
Accrued interest payable	59,132
Long-term debt - short term portion	<u>179,514</u>
Total current liabilities	2,310,972

Non-current liabilities:

Lease liability	359,966
Construction loan payable	5,314,921
Long-term debt, net of debt issuance costs	<u>31,526,702</u>
Total non-current liabilities	<u>37,201,589</u>

Total liabilities	<u>39,512,561</u>
-------------------	-------------------

Net assets:

Net assets without donor restrictions	<u>51,764,907</u>
Total net assets	<u>51,764,907</u>

Total liabilities and net assets	<u>\$ 91,277,468</u>
----------------------------------	----------------------

The accompanying notes are an integral part of these financial statements.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED STATEMENT OF ACTIVITIES

Year Ended December 31, 2022

CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS:

Operating Revenues:

Rental income	\$ 3,621,950
Tenant services income	95,840
Grants	149,969
Development fees	1,500,000
Interest income	1,423
Sustainable tax credits	238,273
Other income	<u>345,034</u>
Total program revenue	<u>5,952,489</u>

Operating Expenses:

Program	6,302,492
Supporting Service	<u>238,643</u>
Total program expenses	<u>6,541,135</u>

CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS: (588,646)

Beginning of year	43,039,466
Capital contributions:	
Other limited partners in controlled partnerships	<u>9,320,556</u>
Total capital contributions	9,320,556
Capital distributions:	
Other limited partners in controlled partnerships	<u>(6,469)</u>
Total capital distributions	<u>(6,469)</u>
End of year	<u>\$ 51,764,907</u>

The accompanying notes are an integral part of these financial statements.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

Year Ended December 31, 2022

	Program Services								Supporting Services			
	Plaza Feliz Apartments	Plaza Ciudana	Cuatro Apartments	Casa Feliz Apartments	Sterling Apartments	Luminaria Apartments	Hiland Apartments	Affordable Housing Program	Total Program	Management and General	Eliminations	Total Expenses
Salaries	\$ 82,805	\$ 79,917	\$ 73,032	\$ 105,801	\$ 131,585	\$ 70,010	\$ -	\$ 475,711	\$ 1,018,861	\$ 118,928	\$ -	\$ 1,137,789
Payroll taxes	8,990	8,318	7,776	12,259	12,820	7,906	-	42,233	100,302	10,558	-	110,860
Employee benefits	<u>4,962</u>	<u>16,807</u>	<u>4,241</u>	<u>4,129</u>	-	<u>5,786</u>	-	<u>183,107</u>	<u>219,032</u>	<u>45,777</u>	-	<u>264,809</u>
	96,757	105,042	85,049	122,189	144,405	83,702	-	701,051	1,338,195	175,263	-	1,513,458
Administration expense, other	7,237	6,143	7,803	12,996	15,807	28,260	-	49,974	128,220	12,494	-	140,714
Advertising, marketing	1,151	1,897	2,166	1,863	1,882	7,181	-	-	16,140	-	-	16,140
Accounting and legal	13,079	16,040	12,605	28,034	16,374	15,515	-	29,445	131,092	7,361	-	138,453
Bad Debt (recovery)	3,655	376	156	1,039	1,983	(150)	-	-	7,059	-	-	7,059
Contractual Services	36,449	36,386	28,240	53,444	67,423	54,624	-	1,838	278,404	459	-	278,863
Interest, fees	64,555	49,064	3,839	121,460	241,012	346,524	-	-	826,454	-	(588,582)	237,872
Insurance	32,518	22,725	30,602	36,192	38,415	712	-	13,005	174,169	3,251	-	177,420
Miscellaneous	310	320	2,412	418	2,824	1,964	-	96,569	104,817	24,142	-	128,959
Operating, maintenance expense	156,775	80,042	47,359	148,155	68,467	48,193	-	-	548,991	-	-	548,991
Project expenses-other	166	243	226	589	359	563	-	26,987	29,133	6,747	-	35,880
Social services expenses	20,000	20,000	8,300	21,500	-	11,502	-	7,178	88,480	1,795	(81,302)	8,973
Supplies	2,140	1,010	1,263	2,184	1,209	1,792	-	11,659	21,257	2,915	-	24,172
Partnership fees	78,836	7,480	5,500	34,778	32,946	15,000	-	-	174,540	-	(140,984)	33,556
Taxes, real estate and other	30,648	31,589	23,150	43,668	3,910	2,248	-	608	135,821	152	-	135,973
Telecommunications	6,626	10,451	6,434	15,663	8,512	5,158	-	9,167	62,011	2,292	-	64,303
Travel	-	-	15	-	-	-	-	4,508	4,523	1,127	-	5,650
Utilities	<u>56,810</u>	<u>100,034</u>	<u>47,293</u>	<u>106,448</u>	<u>57,327</u>	<u>40,252</u>	-	-	<u>408,164</u>	<u>92</u>	-	<u>408,256</u>
Total before amortization and depreciation	607,712	488,842	312,412	750,620	702,855	663,040	-	951,989	4,477,470	238,090	(810,868)	3,904,692
Amortization and depreciation	<u>306,115</u>	<u>356,890</u>	<u>329,439</u>	<u>771,691</u>	<u>568,499</u>	<u>305,144</u>	<u>5,000</u>	<u>2,212</u>	<u>2,644,990</u>	<u>553</u>	<u>(9,100)</u>	<u>2,636,443</u>
	<u>\$ 913,827</u>	<u>\$ 845,732</u>	<u>\$ 641,851</u>	<u>\$ 1,522,311</u>	<u>\$ 1,271,354</u>	<u>\$ 968,184</u>	<u>\$ 5,000</u>	<u>\$ 954,201</u>	<u>\$ 7,122,460</u>	<u>\$ 238,643</u>	<u>\$ (819,968)</u>	<u>\$ 6,541,135</u>

The accompanying notes are an integral part of these financial statements.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended December 31, 2022

Cash flows from operating activities:	
Change in net assets	\$ (588,646)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	2,627,443
Amortization, deferred financing fees	13,788
Amortization of prepaid land lease	9,000
Changes in certain assets and liabilities:	
Accounts receivable - tenants	(15,745)
Other receivables	7,452
Prepaid expenses	(4,636)
Prepaid operating lease	95,000
Accounts payable	(1,081,306)
Accrued expenses	140
Accrued partnership fees	194
Prepaid rents	208,782
Tenant security deposits liability	23,304
Accrued payroll taxes	4,251
Accrued interest payable	<u>20,118</u>
Net cash provided by operating activities	1,319,139
Cash flows from investing activities:	
Payments for property, building, equipment, land and right of use assets	(4,826,599)
Payments for construction in progress	<u>(10,970,321)</u>
Net cash used by investing activities	(15,796,920)
Cash flows from financing activities:	
Payments on construction loan	(1,121,045)
Proceeds from construction loan	5,314,921
Proceeds from long-term debt	3,552,957
Payments of long-term debt	(323,140)
Capital contributions	9,320,556
Capital distributions	<u>(6,469)</u>
Net cash provided by financing activities	<u>16,737,780</u>
Net increase in cash, cash equivalents and restricted cash	2,259,999
Cash, cash equivalents and restricted cash - beginning of year	<u>6,889,073</u>
Cash, cash equivalents and restricted cash - end of year	<u>\$ 9,149,072</u>

Continued on page 9.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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CONSOLIDATED STATEMENT OF CASH FLOWS - (CONTINUED)

Year Ended December 31, 2022

Supplemental disclosure of cash flow information:

Cash paid for interest	\$ 143,514
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Supplemental disclosure of non-cash investing and financing activities:

Increase in property, building, equipment and land reclassified from construction in progress	\$ 11,930,168
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Increase in construction in progress financed by	
accounts payable	\$ 1,413,727
accrued interest	\$ 171,911

The accompanying notes are an integral part of these financial statements.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

The Greater Albuquerque Housing Partnership (GAHP) is a nonprofit organization (the "Organization") incorporated in New Mexico in 1993. The mission of GAHP is to raise the economic and social levels of residents of Albuquerque, New Mexico by providing affordable housing opportunities. GAHP is primarily funded through federal, state, and local government grants, loans, and other assistance, and developer fees earned from the development of low-income housing projects. Primary organizational activities include the development and management of multifamily rental properties, and community educational activities. The sources of financing are restricted and governed by a variety of statutory and regulatory requirements. As such, GAHP's multifamily rental properties have legal structures separate and distinct from GAHP through the use of limited partnerships.

GAHP is the General Partner in seven (7) for-profit housing development affiliates (the "Controlled Affiliates"). The Controlled Affiliates consist of the seven limited partnerships: Plaza Feliz Limited Partnership ("Plaza Feliz LLLP"), Plaza Ciudadana Limited Partnership ("Plaza Ciudadana LLLP"), Cuatro Apartments Limited Partnership ("Cuatro Apartments LLLP"), Casa Feliz Limited Partnership ("Casa Feliz LLLP"), Sterling Apartments Limited Partnership ("Sterling Apartments LLLP"), Luminaria Apartments Limited Partnership ("Luminaria Apartments LLLP") and Hiland Plaza Apartments Limited Partnership ("Hiland Plaza Apartments LLLP"). The partnerships were organized to construct and manage housing projects in Albuquerque, New Mexico. Under the terms of the agreements, the General Partner is entitled to approximately .01% or less of distributable cash, profits, and losses plus reimbursement of expenses. The Limited Partners retain ownership of the remaining approximate 99.99% of the projects. The Limited Partners are entitled to tax credits over 15 years. At the expiration of the tax credit period, GAHP has the option to purchase the housing projects at a substantially discounted rate. All seven projects are funded primarily with tax credits and to a lesser extent from government grants and loans. GAHP was involved in the development of these projects and received development fees, and other management and project fees.

GAHP and all the Controlled Affiliates are governed by the same Board of Directors. The Board Members have the responsibility for determining policy and for the execution and evaluation of programs and activities conducted by the Organization. GAHP's board is currently composed of seven members. Board members are selected based upon the geographic, cultural, economic, and business interests of GAHP. The term served by a Board Member is two years, and no board member may serve more than four consecutive terms.

Consolidated Entities (Controlled Affiliates)

Plaza Feliz Limited Partnership

Plaza Feliz Limited Partnership is a for-profit partnership, which was formed in 2010 to lease the land and to develop, finance, construct, own, maintain, and operate the Plaza Feliz Apartments, a multi-family apartment including 55 low-income units, 10 market rate units, one non-revenue manager's unit, a daycare facility and a rental office. GAHP is the general partner, with a .01% interest in the Plaza Feliz Limited Partnership.



GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES - (CONTINUED)

Plaza Ciudadana Limited Partnership

Plaza Ciudadana Limited Partnership is a for-profit partnership, which was formed in 2014 to lease the land and to develop, finance, construct, own, maintain, and operate the Plaza Ciudadana Apartments, a multi-family apartment complex including 56 low-income units, 11 market rate units, and one non-revenue manager's unit. GAHP is the general partner, with a .01% interest in the Plaza Ciudadana Limited Partnership.

Cuatro Apartments Limited Partnership

Cuatro Apartments Limited Partnership is a for-profit partnership, which was formed in 2014, to lease the land and to develop, finance, construct, own, maintain, and operate Cuatro Apartments, a multi-family apartment complex for seniors including 55 low-income units and one non-revenue manager unit. GAHP is the general partner, with a 0.01 percent interest in the Cuatro Apartments Limited Partnership.

Casa Feliz Limited Partnership

Casa Feliz Limited Partnership is a for-profit partnership, which was formed in 2015 to lease the land and to develop, finance, construct, own, maintain, and operate the Casa Feliz Apartments, a multi-family housing on scattered sites including 88 low-income units and one non-revenue manager unit. GAHP is the general partner, with a 0.01 percent interest in the Casa Feliz Limited Partnership.

Sterling Apartments Limited Partnership

Sterling Apartments Limited Partnership is a for-profit partnership, which was formed in 2016 to lease the land and to develop, finance, construct, own, maintain, and operate Sterling Apartments, a multi-family apartment complex including 106 low-income units and one non-revenue manager unit. GAHP is the general partner, with a 0.01 percent interest in the Sterling Apartments Limited Partnership.

Luminaria Apartments Limited Partnership

Luminaria Apartments Limited Partnership is a for-profit partnership, which was organized in 2019 to develop, own and operate a multi-family apartment complex for seniors, including 91 low-income units and 1 non-revenue manager unit. GAHP is the general partner, with a 0.01 percent interest in the Luminaria Apartments Limited Partnership. The Project was completed in April 2022 and placed into service as of December 31, 2022.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES - (CONTINUED)

Hiland Plaza Apartments Limited Partnership

Hiland Plaza Apartments Limited Partnership is a for-profit partnership, which was organized in 2020 to acquire, develop, construct, own, maintain and operate the Hiland Plaza Apartments, a multifamily apartment complex for the deaf community including 91 units and 1 manager non-revenue unit. GAHP is the general partner, with a 0.01 percent interest in Hiland Plaza Apartments Limited Partnership.

The project was under construction at year-end, and no rental activities, operating income or expenses had yet occurred. The project completed and was placed in service in August 2023.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of GAHP and seven controlled affiliates. Collectively, the consolidated entity is referred to as the Organization. All material inter-organization transactions have been eliminated in the consolidation.

Basis of Presentation

The financial statements are presented in accordance with Accounting Standards Codification 958, Financial Statements of Not-For-Profit Organizations, which requires the Organization to report information regarding its financial position and activities according to three classes of net position: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The Organization had no grantor-imposed or donor-imposed restrictions at the beginning or end of the year.

There was an endowment fund designated by the Board of Directors in a prior year. This fund was not restricted by outside donors, and is therefore included as an unrestricted, but board designated, net asset.

Method of Accounting

The accrual method of accounting is used for financial statement purposes in accordance with generally accepted accounting principles.

Lease Agreement and Change in Accounting Principle

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, Leases, and ASU 2018-10, Codification Improvements to Topic 842, Leases, which are intended to improve reporting and comparability among organization by recognizing right of use assets and lease liabilities on the Financial Position. The Organization has adopted this new pronouncement effective January 1, 2022. The adoption of ASC 842 increased both Assets and Liabilities on the Financial Position by \$359,966 for the year ended December 31, 2022. The discount used to calculate the present value of future lease payments is the same as mortgage payable, 6 percent per annum, see Note 15.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities for the year ended December 31, 2022. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Net Assets

Net assets, revenue, and support are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that such resources be maintained in perpetuity. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes. As of December 31, 2022, there were no such net assets.

Cash, Cash Equivalents and Restricted Cash

For purposes of the statement of cash flows, all highly liquid investments available for current use with an initial maturity of three months or less are considered to be cash equivalents. The carrying amount approximates fair value because of the short maturity of those instruments.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statements of cash flows:

	December 31, <u>2022</u>
Cash and cash equivalents (operations)	\$ 6,346,992
Tenant security deposits	142,701
Mortgage escrow deposits	257,526
Operating reserves	1,577,107
Replacement reserve	775,072
Endowment fund designated by Board	<u>49,674</u>
Total cash, cash equivalents and restricted cash shown in the statement of cash flows	\$ <u>9,149,072</u>

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Concentration of Credit Risk

The Organization maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. GAHP has not experienced any losses in such accounts. Management believes that GAHP is not exposed to any significant credit risk on cash and cash equivalents.

Property and Equipment and Depreciation

All expenditures for land, land improvements, building and equipment are capitalized at cost or fair value if donated and depreciated by straight-line and accelerated methods. Assets purchased for specific grant purposes are recorded in the appropriate fund. Depreciation is calculated on the straight-line basis over the estimated useful lives that range from forty years for building, five to seven years for furniture, machinery and equipment, and three years for software. Leasehold improvements are depreciated over the life of the lease.

Improvements, additions and replacements in excess of \$1,000 are generally capitalized. Expenditures for repairs, replacements, and maintenance which do not add to the value of the asset or materially extend an asset's life are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statement of operations.

Impairment

The Organization reviews its investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flow expected to be generated by the rental property and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the real estate exceeds the fair value of such property. There was no impairment loss recognized for the year ended December 31, 2022.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Amortization of Debt Issuance Costs

Debt issuance (loan) costs related to a recognized debt liability are presented in the statements of financial position as a direct deduction from the carrying amount of that debt liability and amortization of debt issuance costs are reported as interest expense in accordance with ASU 2015-03. Debt issuance costs are amortized over the period the obligation is outstanding using the straight-line method. This does not result in a significant difference from the effective interest rate method.

Donated Services and Products

Donated products such as donated furniture and equipment, to the extent they are reasonably determinable, are recorded as contributions at their fair market value at the date of contribution. Donated services are recorded per the terms of the revenue recognition subtopic for not-for-profit organizations under the ASC 958-605. There were no donated services or supplies that fell within the scope of this guidance for the fiscal year ended December 31, 2022.

Promises, Pledges to Give

Promises and pledges to give contributions are recognized upon notification of a donor's unconditional promise to give to the Organization. Contributions that are donor-restricted are recorded as increases in restricted net assets until the donor restriction expires. When a donor restriction expires because a stipulated time or purpose restriction is met, the restricted net assets are reclassified to unrestricted net assets. There were not restricted net assets received for the fiscal year ended December 31, 2022.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. To the extent that donor restrictions are met within the same reporting period that the contributions are received, the gifts are reported as unrestricted support during that period.

Revenue Recognition

Rental income for the multifamily housing properties wholly owned and operated by the Organization is recognized as earned. Approximately 61% of the consolidated Organization's revenues are apartment tenant rental fees.

Revenue from related parties, such as partnership management and developer fee, is recognized as performance obligations are satisfied during the development and operation period of the project.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Accounts Receivable and Bad Debt

Related parties receivables represents amounts due from the multi-family housing projects, the Controlled Affiliates, in which GAHP owns minority interests. Accounts receivable are reported at the amount management expects to collect on balances outstanding at December 31, 2022. Management closely monitors outstanding balances and writes off all balances deemed uncollectible. No allowance was deemed necessary as all receivables are deemed fully collectible.

Federal Income Tax

The Organization is exempt from federal income tax as an entity described in Section 501(c)(3) of the Internal Revenue Code. As a result, there is no provision for federal income taxes in these financial statements and no federal income taxes were paid. Management believes that the Organization has adequately addressed all relevant tax positions and there are no unrecorded tax liabilities. Generally, the Organization's tax returns remain open for three years for federal income tax examination.

The limited partnerships, Plaza Feliz LLLP, Plaza Ciudadana LLLP, Cuatro Apartments LLLP, Casa Feliz LLLP, Sterling Apartments LLLP, Luminaria Apartments LLLP and Hiland Plaza Apartments LLLP are each taxed as a for-profit partnership. Taxable income or loss passes through to and is reportable by the partners individually. The General Partner for Casa Feliz LLLP and Sterling Apartments LLLP, is a single-member LLC owned by GAHP and is therefore a disregarded entity as defined by the Internal Revenue Code.

The General Partner for Plaza Feliz LLLP, Plaza Ciudadana LLLP, Cuatro Apartments LLLP, Luminaria Apartments LLLP and Hiland Plaza Apartments LLLP, made an IRC Sec 168(h) election and filed Form 8832, Entity Classification Election, to be taxed as a corporation. They file IRS form 1120, US Corporation Income Tax Return, annually.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management of the Organization has evaluated events and transactions occurring after December 31, 2022 through September 19, 2023, the date the financial statements were available for issuance, for recognition or disclosure in the financial statements. There were no events and transactions that required recognition and disclosure in the financial statements, except those have been disclosed in Note 6 and Note 14.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 3 - RESTRICTED CASH

Plaza Feliz, Sterling Apartments, Casa Feliz, Cuatro Apartments, Plaza Ciudadana and Luminaria Apartments are required to fund certain reserve accounts in accordance with underlying regulatory and loan agreements. As of December 31, 2022, the restricted cash accounts consisted of:

	Operating reserves	Replacement reserves	Mortgage Escrows	Tenant trust Security deposits
Plaza Feliz	\$ 221,152	\$ 232,324	\$ 13,974	\$ 23,310
Sterling Apartments	340,176	126,352	17,763	32,183
Casa Feliz	269,310	136,949	-	28,166
Cuatro Apartments	211,476	91,896	29,688	13,650
Plaza Ciudadana	211,477	179,884	196,101	22,530
Luminaria Apartments	<u>323,516</u>	<u>7,667</u>	<u>-</u>	<u>22,862</u>
Total	<u>\$ 1,577,107</u>	<u>\$ 775,072</u>	<u>\$ 257,526</u>	<u>\$ 142,701</u>

In addition, an endowment fund was created in prior years to honor certain board members and employees of the Organization for exemplary service, and to provide funds restricted to charitable, scientific, or educational grants to support the activities of the Organization. The fund was board designated, and has received no funds that were donor restricted, and is therefore considered part of net assets without donor restrictions. The fund is held and administered under an agreement with the Albuquerque Community Foundation (ACF). The agreement stipulates that the fund shall be the property of ACF in its corporate capacity, and not deemed a trust fund held by ACF in a trustee capacity. All gifts to the fund are irrevocable. ACF has ultimate authority and control over all endowment property held and the income derived. ACF may commingle the property of the endowment fund with other funds of the foundation for investment purposes. Distributions from the fund shall be as stated in ACF's distribution policy. The Organization is notified annually of the endowment funds available for distribution, and the Organization then directs whether a distribution is made. The endowment fund was valued using level 3 fair value inputs. As of December 31, 2022, the fair value of the endowment fund was \$49,674.

NOTE 4 - NOTES RECEIVABLE

Mortgage notes receivable from homebuyers include \$315,982 due from 21 purchasers of homes in prior years. These notes have no interest provision and are due only upon the sale of the homes by the original purchasers. They are secured by mortgages on the related properties. They are intended as incentives for the original purchasers to continue to occupy the homes, especially where the market value at the purchase date exceeded the purchase price. Because the notes are secured by the homes, management considers the possibility of any future material losses to be unlikely, and therefore no allowance for bad debts has been recorded.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 5 - LAND, BUILDINGS, AND EQUIPMENT

Land, buildings, and equipment are summarized as follows as of December 31, 2022:

	GAHP	Controlled Affiliates	Total
Land	\$ 3,046,017	\$ 1,884,670	\$ 4,930,687
Land Improvements	-	4,374,683	4,374,683
Buildings	-	72,698,943	72,698,943
Furniture and Equipment	<u>33,080</u>	<u>2,802,726</u>	<u>2,835,806</u>
	3,079,097	81,761,022	84,840,119
Less: Accumulated Depreciation	30,166	16,161,012	16,191,178
Right of use asset - land lease	-	353,647	353,647
Construction in Progress	<u>121,653</u>	<u>11,906,943</u>	<u>12,028,596</u>
Total PP&E, net	<u>\$ 3,170,584</u>	<u>\$ 77,860,600</u>	<u>\$ 81,031,184</u>

NOTE 6 - WORK IN PROGRESS - PROJECT INVESTMENT AND SUBSEQUENT EVENT

Hiland Plaza Apartments project

GAHP entered into a development agreement on December 30, 2020 with the City of Albuquerque to develop a Low-Income Housing Tax Credit property. The project is planned for construction of 91 low-income housing units and a non-revenue manager's unit. On April 1, 2022, GAHP withdrew as Limited Partner from the Partnership and a new Limited Partner was admitted. As of December 31, 2022, the construction cost incurred totaled \$12,506,943. The project completed and was placed-in-service in August 2023.

Farolito project

GAHP is planning to develop a Low-Income Housing Tax Credit property, Farolito. The proposed development is to build an 82-unit low-income rental development consisting of 1-bedroom and 2-bedroom units designed with features for seniors 55+ to age in place and targets deep affordability for a 35-year affordability period. As of December 31, 2022, GAHP has paid pre-development costs of \$78,999.



GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 7 - FAIR VALUE MEASUREMENT

The Organization's financial instruments consist of cash, accounts receivable and accounts payable. The recorded values of these instruments approximate their fair values based on their short-term nature.

In addition, the Organization, as defined in ASC 820-10, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses various methods including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value of such assets or liabilities.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 8 - LONG-TERM DEBT

City of Albuquerque

In September 2010, GAHP entered into a Development Agreement with the City of Albuquerque (the "City"). The City provided a loan, secured by a mortgage, in an amount not to exceed \$1,000,000 to GAHP to assist in financing Plaza Feliz project. All services and obligations defined in Development Agreement shall commence upon the execution of the Development Agreement and be continued for 20 years from the completion of the construction of the Project ("Affordability Period"). The loan shall bear no interest and is secured by the Plaza Feliz project real estate. The loan shall be discharged at the end of the Affordability Period. As of December 31, 2022, the principal balance totaled \$1,000,000. The City further agreed to transfer a land valued at \$620,000 to GAHP to assist in project development. No balance shall become due as long as the project is a City Affordable Housing project for the Affordability Period. As of December 31, 2022, the payable related to land acquisition totaled \$620,000.

In October 2010, GAHP entered into a Development Agreement with the City. The City provided a loan, secured by a mortgage, in an amount not to exceed \$1,281,500 to GAHP to assist in the construction of a mixed use affordable housing development project - Phase I of the Indian School and Broadway Master Development Plan. All services and obligations defined in the Development Agreement shall commence upon the execution of the Development Agreement, and the project would have a mandatory minimum Affordability Period of 90 years, along with an Extended Affordability Period of an additional 90 years after the first Affordability Period. The loan shall be discharged at the end of the Affordability Period. The loan shall bear no interest and is secured by the Indian School and Broadway project real estate. As of December 31, 2022, the principal balance totaled \$1,180,694.

In December 2010, GAHP entered into a Development Agreement with the City. The City provided a loan, secured by a mortgage, in an amount not to exceed \$1,850,000 to GAHP to assist in financing Plaza Feliz project. All services and obligations defined in the Development Agreement shall commence upon the execution of the Development Agreement and be continued for 20 years from the completion of the construction of the project ("Affordability Period"). The loan shall be discharged at the end of the Affordability Period. The loan shall bear no interest and is secured by the Plaza Feliz project real estate. As of December 31, 2022, the principal balance totaled \$1,850,000.

In October 2012, GAHP entered into a development agreement with the City. The City provided a loan in an amount not to exceed \$1,300,000 to GAHP to assist in constructing Plaza Ciudadana project. All services or obligations defined in the Development Agreement shall commence upon the execution of the Development Agreement and be continued for 90 years from the completion of the construction of the project ("Affordability Period"), with a renewable Affordability Period of an additional 90 years after the first Affordability Period. The loan shall be discharged at the end of the Affordability Period. The loan shall bear no interest and is secured by the Plaza Ciudadana project real estate. As of December 31, 2022, the principal balance totaled \$1,300,000.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 8 - LONG-TERM DEBT - (CONTINUED)

In January 2014, GAHP entered into a Development Agreement with the City. The City provided a loan, secured by a mortgage, in an amount not to exceed \$2,416,000 to GAHP to assist in financing the Cuatro Apartments. All services and obligations defined in the Development Agreement shall commence upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority and be continued for 20 years from the completion of the construction of the Project ("Affordability Period"). The loan shall be discharged at the end of the Affordability Period. The loan shall bear no interest and is secured by the Cuatro Apartments project real estate. As of December 31, 2022, the principal balance totaled \$2,416,000.

In January 2015, GAHP entered into a Development Agreement with the City. The City provided a loan, secured by a mortgage, in an amount not to exceed \$2,800,000 to GAHP to assist in financing the Casa Feliz Project. The City then made the Second Supplemental Agreement and further agreed to provide additional funding of \$380,000 to GAHP. All services and obligations defined in the Development Agreement shall commence upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority and continue for 20 years from the completion of the construction of the Project. The loan shall be discharged at the end of the Affordability Period. The loan shall bear no interest and is secured by the Casa Feliz project real estate. As of December 31, 2022, the principal balance totaled \$3,180,800.

In April 2017, GAHP entered into a Development Agreement with the City. The City provided a loan in an amount not to exceed \$4,000,000 to GAHP to assist in developing Sterling Apartments. All services and obligations defined in the Development Agreement shall be commence upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority and continue through the mandatory minimum Affordability Period of 90 years after the completion of the project, with a renewable Affordability Period of an additional 90 years after the first Affordability Period. The loan shall bear no interest and is secured by the Sterling Apartments project real estate. As of December 31, 2022, the principal balance totaled \$4,000,000.

In April 2020, GAHP entered into a Development Agreement with the City. The City provided a loan in an amount not to exceed \$3,248,123 to GAHP to assist in financing Luminaria Senior Community project. All services and obligations defined in the Development Agreement shall be commence upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority and continue for 20-years from the completion of the construction of the Project. The loan shall bear no interest and is secured by the Luminaria Senior Community project real estate. The loan shall be discharged at the end of the Affordability Period. As of December 31, 2022, the principal balance totaled \$3,248,110.

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NOTES TO FINANCIAL STATEMENTS

NOTE 8 - LONG-TERM DEBT - (CONTINUED)

In December 2020, GAHP entered into a Development Agreement with the City. The City provided a loan in an amount not to exceed \$3,586,843 to GAHP to assist in financing Hiland Plaza Apartments project. All services and obligations defined in the Development Agreement shall commence upon the award of Low Income Housing Tax Credits by the Mortgage Finance Authority and continue for 20 years from the completion of the construction of the Project. The loan shall bear no interest and is secured by the Hiland Plaza project real estate. The loan shall be discharged at the end of the Affordability Period. As of December 31, 2022, the principal balance totaled \$3,228,158.

NOTE 9 - MORTGAGE NOTES PAYABLE

Plaza Feliz LP

New Mexico Mortgage Finance Authority Note

Interest rate on the note is six and twenty-one hundredths percent (6.21%) per annum. Monthly payments of principal and interest in the amount of \$6,221 began on December 1, 2012, until Note is paid in full. The currently scheduled final payment of principal and interest on the Note will be due November 1, 2052. The debt is secured by the mortgage on the property and the Assignment of Leases, Rents and Profits, and the security interest in the personal property. As of December 31, 2022, the note payable totaled \$1,013,759 excluding the net debt issuance cost of \$38,050, and the accrued interest on the loan totaled \$5,246. During 2022, interest charged and paid on the note totaled \$63,280.

Plaza Ciudadana LP

U.S. Bank National Association

The loan was payable in monthly installments of accrued interest only, commencing March 1, 2013, and on the same day of each month thereafter through and including August 1, 2014. The loan is payable in monthly installments of principal and interest (at 6.27 percent) of approximately \$4,400 each, subject to the terms of the Loan Agreement, commencing September 1, 2014, and on the same day of each month thereafter until the maturity date (August 2029), when the remaining unpaid principal balance plus accrued interest shall be due and payable in full. This note is secured by Plaza Ciudadana Limited Partnership, LLLP, located in Bernalillo County, New Mexico, plus certain other security documents. As of December 31, 2022, the note payable totaled \$618,032 excluding the net debt issuance cost of \$73,826, and the accrued interest on the loan totaled \$3,337. During 2022, interest charged and paid on the note totaled \$39,670.

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NOTES TO FINANCIAL STATEMENTS

NOTE 9 - MORTGAGE NOTES PAYABLE - (CONTINUED)

New Mexico Mortgage Finance Authority Housing Trust Fund Loan

New Mexico Mortgage Finance Authority Housing Trust Fund. Sum of the Note not to exceed \$1,000,000. At the inception, the interest rate is three percent (3.00%) per annum from the date of each draw request. The loan is made pursuant to a Loan Agreement and is secured by a Mortgage and Security Agreement on certain real property, the use of which is restricted by a Land Use Restriction Agreement. The loan will be disbursed from time to time based on construction progress. Interest to be paid on the first day of each month during the construction period not to exceed twenty-four (24) months from the date of closing, February 1, 2013. Thereafter the loan is an amortizing loan with a 360-month term. The Partnership will make 360 principal and interest payments at an interest rate of three percent (3.00%) beginning February 1, 2016, and on the first day of each month thereafter until maturity. The entire principal amount of the loan, plus all accrued and unpaid interest, will be due and payable in full on January 1, 2045. As of December 31, 2022, the note payable totaled \$204,054, and the accrued interest on the loan totaled \$510. During 2022, interest charged and paid on the note totaled \$6,210.

Sterling Apartments LP

CitiBank, N.A. Loan

On April 7, 2017, the Partnership entered into a Construction Funding Agreement with CitiBank, N.A. Pursuant to the Construction Funding Agreement, Bernalillo County, New Mexico, a county and political subdivision of the State of New Mexico ("Agency") has issued its Multifamily Housing Revenue Note, Series 2017 in an aggregate principal amount not to exceed \$8,600,000 (the "Note"). On April 7, 2017, the Agency entered into a Funding Loan Agreement with CitiBank, N.A., under which the proceeds of the Note will be made available to the Partnership to finance the acquisition, construction, development, equipping and/or operation of the Project. Effective May 13, 2019, \$3,100,000 of the Note was converted to permanent financing. The permanent note bears interest at 4.85 percent per annum. The note requires interest payments only during the construction term. Thereafter, equal monthly installments of principal and interest in the amount of \$15,350 are required until the maturity date on October 1, 2049. As of December 31, 2022, the permanent note payable totaled \$2,971,158 excluding the net debt issuance cost of \$99,049. The accrued interest on the loan totaled \$102,111. During 2022, interest charged and paid on the note totaled \$145,135.

New Mexico Mortgage Finance Authority Housing Trust Fund Loan

The note is payable to New Mexico Mortgage Finance Authority Housing Trust Fund in the original amount of \$1,000,000. The note bears interest at 3 percent per annum and matures on April 1, 2049. The use of the Project is restricted by a Land Use Restriction Agreement, which restricts the residential units to income-eligible tenants for at least 30 years. As of December 31, 2022, the note payable totaled \$462,053, and the accrued interest on the loan totaled \$1,158. During 2022, interest charged and paid on the note totaled \$14,045.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 9 - MORTGAGE NOTES PAYABLE - (CONTINUED)

Cuatro Apartments LP

New Mexico Mortgage Finance Authority Note

The Partnership has entered into a mortgage note with New Mexico Mortgage Finance Authority. The interest rate charged on the note is three percent (3.00%) per annum. Monthly principal payments in the amount of \$2,559 began on December 1, 2016, until Note is paid in full. The currently scheduled final payment of principal and interest on the Note will be due December 1, 2026. The debt is secured by the mortgage on the property and the Assignment of Leases, Rents and Profits, and the security interest in the personal property. As of December 31, 2022, the note payable totaled \$115,606, and the accrued interest on the loan totaled \$289. During 2022, interest charged and paid on the note totaled \$3,839.

Casa Feliz LP

Bank of Albuquerque Loan

On January 15, 2016, the Partnership entered into a Loan Agreement with BOKF, dba Bank of Albuquerque. The Loan Agreement provides for a loan up to \$6,010,979, consisting of Tranche A in the amount of \$600,000 and Tranche B in the amount of \$5,410,979. In accordance with the Loan Agreement, Tranche A was fully funded within 12 months from the date of the note. Tranche B is to be funded after the full advance of Tranche A. Tranche A bears interest at 5 percent per annum. Tranche B bears interest at the Adjusted LIBOR Rate, as defined as LIBOR plus 2 percent annum in the Loan Agreement. The note requires interest payments only during the construction term. Thereafter, beginning on January 15, 2018, equal monthly installments of principal and interest are required until the maturity date on January 15, 2033. As of December 31, 2017, Tranche B in the amount of \$5,404,286 was paid in full with proceeds from the third installment of the capital contribution. As of December 31, 2022, the note payable totaled \$456,376 excluding the net debt issuance cost of \$11,169. The accrued interest on the loan totaled \$1,966. During 2022, interest charged and paid on the note totaled \$24,591.

New Mexico Mortgage Finance Authority Housing Trust Fund Loan

The note is payable to New Mexico Mortgage Finance Authority Housing Trust Fund for the maximum amount of \$1,100,000. The note bears interest at 3 percent per annum, with interest payments only during the construction period not to exceed 24 months, by which date, the note must be paid down to \$500,000. Thereafter the note will be amortized with an interest rate of 3 percent per annum until the maturity date of February 1, 2033. The use of the Project is restricted by a Land Use Restriction Agreement, which restricts the residential units to income-eligible tenants for at least 30 years. During the year ended December 31, 2017, \$600,000 was paid with proceeds from the third installment of the capital contribution. As of December 31, 2022, the note payable totaled \$360,142. The accrued interest on the loan totaled \$901. During 2022, interest charged and paid on the note totaled \$11,222.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 9 - MORTGAGE NOTES PAYABLE - (CONTINUED)

Luminaria LP

Bank of Albuquerque Loan

On December 17, 2020, the Partnership entered into a Loan Agreement with BOKE, dba Bank of Albuquerque. The Loan Agreement provides for a loan up to \$10,177,656 consisting of Tranche A in the amount of \$3,800,000 and Tranche B in the amount of \$6,377,656. Tranche A bears interest at 4.4 percent per annum. Tranche B bears interest at the 3.25 percent annum. The note requires interest payments only during the construction term. In accordance with the Loan Agreement, Tranche A was fully funded within 12 months from the date of the note. Tranche B is to be funded after the full advance of Tranche A. The loan matures 17 years after the Closing Date. On the Maturity Date, the outstanding balance and all unpaid and accrued interest of the Note, and all other amounts then due by Borrower to Bank, shall be fully and finally due and payable on the Maturity Date. During 2022, loan under Tranche B was paid off. As of December 31, 2022, the loan payable totaled \$3,800,000 excluding the net debt issuance cost of \$96,632. The accrued interest payable on the loan totaled \$13,933. During 2022, interest capitalized totaled \$147,941 and interest expense totaled \$201,604.

Hiland Plaza LP

PNC Bank Loan

In April 2022, the Partnership entered into a Loan Agreement with PNC Bank in order to defray certain costs of constructing and equipping the Improvements and certain costs of the financing. The Loan Agreement provides for a loan up to \$13,550,000. In accordance with the Loan Agreement, the Lender has agreed to lock the interest rate on the Term Loan pursuant to the Rate Lock Agreement. According to the Rate Lock Agreement, the term note rate is 4.943% per annum and rate lock expiration date is October 25, 2024. GAHP is the guarantor of the loan. As of December 31, 2022, the loan payable totaled \$5,314,921. During 2022, interest capitalized totaled \$102,111, and the accrued interest payable on the loan totaled \$20,784.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 9 - MORTGAGE NOTES PAYABLE - (CONTINUED)

The outstanding mortgage notes consisted of the following as of December 31, 2022:

New Mexico Mortgage Finance Authority	\$ 2,155,614
U.S. Bank National Association	618,032
CitiBank, N.A	2,971,158
PNC Bank (construction loan)	5,314,921
BOKF, N.A dba Bank of Albuquerque	<u>4,256,376</u>
	15,316,101
Less: net of debt Issuance	<u>(318,726)</u>
Total Mortgage notes payable	14,997,375
City of Albuquerque long-term debt (Note 8)	<u>22,023,762</u>
Total long term debt	<u>\$ 37,021,137</u>

The following schedule outlines principal amounts due on the mortgage notes:

<u>Year</u>	<u>Amount</u>
2023	\$ 179,514
2024	5,502,308
2025	195,623
2026	204,270
2027	182,189
2028 - and later years	<u>31,075,959</u>
	<u>\$ 37,339,863</u>



GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 10 - LOW-INCOME HOUSING TAX CREDITS

Each Limited Partnership's low-income housing tax credits are contingent on its ability to maintain compliance with applicable sections of Section 42 of the Internal Revenue Code. Failure to maintain compliance with occupant eligibility, unit gross rents, or to correct noncompliance within a specified time period with respect to the "low-income" units, could result in the recapture of previous taken tax credits, plus interest. As of December 31, 2022, the Organization appeared to be in compliance with IRC Section 42.

NOTE 11 - DEFERRED REVENUE

In prior years, GAHP encumbered four homebuyers with a third mortgage requiring each homebuyer to pay GAHP \$29,400 upon the subsequent sale of their homes. This action was taken to prevent buyers of certain homes sold at below market prices from reselling the homes at a quick profit, which was contrary to the goal of providing affordable housing to qualified individuals. The total amount of this deferred revenue was \$117,600.

NOTE 12 - RELATED PARTY TRANSACTIONS

During the course of operations, numerous transactions occur between GAHP and the controlled affiliates. The result is that certain amounts are owed to and from GAHP and the controlled affiliates. Inter-Organization receivables and payable, and revenues and expenses are eliminated in the Consolidated Financial Statements.

Plaza Feliz LLLP is liable to PNC Real Estate Tax Credit Capital Institutional Fund 45 Limited Partnership (PNC), a Limited Partner, the Investor Service Fee in an amount of \$6,652 as of December 31, 2022.

Cuatro Apartments LLLP and Plaza Ciudadana Apartments LLLP are liable to U.S. Bancorp Community Development Corporation, a Limited Partner, the Asset Management Fee in the amount of \$6,652 and \$7,480 respectively, as of December 31, 2022.

Luminaria Apartments LLLP and Plaza Ciudadana Apartments LLLP are liable to Raymond James Tax Credit Funds, Inc., a Limited Partner, the Asset Management Fee in the amount of \$2,500. as of December 31, 2022.

NOTE 13 - COMMITMENTS AND CONTINGENCIES

The Organization is required to comply with Internal Revenue Code Section 42 regulations related to its low-income housing developments. The Organization is also required to comply with loan and grant provisions with federal, state, and local governments. Failure to meet certain tests related to these regulations could result in the return of low-income tax credits, the return of loan or grant proceeds, and could result in the revocation of GAHP's 501(c)(3) tax exempt status.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 13 - COMMITMENTS AND CONTINGENCIES - (CONTINUED)

Certain grants received in prior years require fulfillment of certain conditions as set forth in grant agreements and may be subject to audit. Failure to fulfill the conditions could result in the return of funds to grantors. Management does not expect to return any significant grant funds from prior years due to not fulfilling grant conditions.

NOTE 14 - OPERATING LEASES AND SUBSEQUENT EVENT

GAHP has executed operating leases for the rental of an office facility and equipment. Current year rental expense was approximately \$21,841. The lease was originally ended in 2023. On January 20, 2023 GAHP extended the lease period to 2026. Future minimum rental obligation under these leases is \$19,530, \$20,160 and \$20,790 for 2023, 2024 and 2025, respectively.

NOTE 15 - LAND LEASE

On January 9, 2020, Luminaria Apartments LLLP (Lessee) entered into a land lease agreement (the "Business Lease") with State of New Mexico Commissioner of Public Land (Lessor) to lease the land on which the Project is developed. The Lease Agreement is for 40 years and the Partnership may renew the lease for up to four additional consecutive periods of five years each. Luminaria Apartments LLLP paid \$107,026 to New Mexico State Land Office in cost related to the development of the land, which will be credited over a 15 year period starting from year 3. In February 2020 and November 2020, Luminaria Apartments LLLP entered into the First Amendment and the Second Amendment to the Business Lease with the Lessor. Per the Second Amendment, the Lessee desires to exercise the option to extend the term of the Lease for four additional consecutive five year periods and the Lessor and Lessee have agreed on a fair market value rent for such extended term. The development cost shall be amortized in equal monthly installments over 40 years and shall be presented part of land lease expense. The rent shall be paid as follows:

Years 1 and 2	No less than \$5,000 (the Lessor billed \$14,900 for each of the years)
Years 3 through 5	No less than \$25,000 per year less 1/15 of the Development Credit*.
Years 6 through 8	No less than \$25,625 per year less 1/15 of the Development Credit*.
Years 9 through 11	No less than \$26,266 per year less 1/15 of the Development Credit*.
Years 12 through 14	No less than \$26,923 per year less 1/15 of the Development Credit*.
Years 15 through 17	No less than \$27,596 per year less 1/15 of the Development Credit*.
Years 18 through 38	Rent shall increase by 2.5% every 3 years.
Years 39 through 40	Rent shall increase by 2.5%.
Years 39 through 40	Rent shall increase by 2.5%.

\* Development Credit is the value of removal of existing development to the land and reimbursement of demolition costs incurred by the Luminaria Apartments LLLP. The Development Credit shall be set by the Lessor's reasonable discretion consistent with State Land Office Rules and Regulations.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 15 - LAND LEASE - (CONTINUED)

The Second Amendment to the Business Lease further states that within 60 days of the end of Year 39, Lessor, at Lessee's expense, shall cause an appraisal of the Land to be performed by a New Mexico appraiser holding a General State Certification to be approved by the Lessor. The new Rent Level for Year 41 through 43 shall be the lesser of: (i) the rental value of the Land as determined by the Appraisal or (ii) \$34,463 ("Year 41 through 43 Rent") and the Rent for the remaining term of the Lease shall be as follows:

Years 41 through 43	Year 41 through 43 Rent
Years 44 through 46	1.025 x Year 41 through 43 Rent
Years 47 through 49	1.025 x Year 41 through 43 Rent
Years 50 through 52	1.025 x Year 41 through 43 Rent
Years 53 through 55	1.025 x Year 41 through 43 Rent
Years 56 through 58	1.025 x Year 41 through 43 Rent
Years 59 through 60	1.025 x Year 41 through 43 Rent

Based on the terms of the lease agreement and the determination that the right of use asset of \$465,227 exceeds the fair value of the land, the lease is classified as a financing lease. The right of use asset is land which is not depreciated as it has infinite useful life. As of December 31, 2022, financing lease liability totaled \$359,966. During 2022, the Partnership recognized interest expense associated with the financing lease in the amount of \$21,219.

NOTE 16 - PENSION PLAN

GAHP provides an IRC 403(b) Tax Sheltered Annuity Plan for eligible employees. Eligible employees may make voluntary contributions to their plan account. GAHP contributes 15% of employee compensation to the plan, regardless of employee contributions. During 2022, \$112,053 in employer contributions were made.

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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NOTES TO FINANCIAL STATEMENTS

NOTE 17 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of December 31, 2022, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition to financial assets available to meet general expenditures over the next 12 months, the Organization anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted sources. The Organization's financial assets available within one year of the statement of financial position for general expenditure are as follows:

	December 31, <u>2022</u>
Cash and cash equivalents	\$ 6,346,992
Accounts and other receivables	<u>476,813</u>
	<u>\$ 6,823,805</u>

## ADDITIONAL INFORMATION

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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COMBINING SCHEDULE OF FINANCIAL POSITION

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
<b>ASSETS</b>											
Current assets:											
Cash and cash equivalents	\$ 4,719,997	\$ 207,213	\$ 54,607	\$ 77,038	\$ 214,727	\$ 535,621	\$ 268,862	\$ 268,927	\$ 6,346,992	\$ -	\$ 6,346,992
Accounts receivable - tenants	-	17,016	9,681	105	8,783	5,342	1,753	-	42,680	-	42,680
Accounts receivable - related parties	2,715,129	-	-	-	-	-	-	-	2,715,129	(2,715,129)	-
Other receivables	432,919	-	-	-	1,214	-	-	-	434,133	-	434,133
Prepaid expenses	<u>-</u>	<u>14,158</u>	<u>-</u>	<u>-</u>	<u>9,364</u>	<u>20,507</u>	<u>-</u>	<u>-</u>	<u>44,029</u>	<u>-</u>	<u>44,029</u>
Total Current Assets	7,868,045	238,387	64,288	77,143	234,088	561,470	270,615	268,927	9,582,963	(2,715,129)	6,867,834
Restricted cash:											
Tenant security deposits	-	23,310	22,530	13,650	28,166	32,183	22,862	-	142,701	-	142,701
Mortgage escrow	-	13,974	196,101	29,688	-	17,763	-	-	257,526	-	257,526
Operating reserves	-	221,152	211,477	211,476	269,310	340,176	323,516	-	1,577,107	-	1,577,107
Replacement reserves	-	232,324	179,884	91,896	136,949	126,352	7,667	-	775,072	-	775,072
Endowment fund designated by Board	<u>49,674</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,674</u>	<u>-</u>	<u>49,674</u>
Total restricted cash	\$ 49,674	\$ 490,760	\$ 609,992	\$ 346,710	\$ 434,425	\$ 516,474	\$ 354,045	\$ -	\$ 2,802,080	\$ -	\$ 2,802,080

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
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COMBINING SCHEDULE OF FINANCIAL POSITION - CONTINUED

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
Property, building, equipment, land and Construction in progress:											
Property, building and equipment, at cost	\$ 33,080	\$ 10,987,994	\$ 12,598,920	\$ 12,192,244	\$ 16,207,610	\$ 13,679,035	\$ 17,171,077	\$ -	\$ 82,869,960	\$ (2,960,528)	\$ 79,909,432
Accumulated depreciation	<u>(30,166)</u>	<u>(3,586,835)</u>	<u>(3,260,510)</u>	<u>(2,100,061)</u>	<u>(4,363,448)</u>	<u>(2,548,949)</u>	<u>(301,209)</u>	<u>-</u>	<u>(16,191,178)</u>	<u>-</u>	<u>(16,191,178)</u>
Net property, building and equipment	2,914	7,401,159	9,338,410	10,092,183	11,844,162	11,130,086	16,869,868	-	66,678,782	(2,960,528)	63,718,254
Land	3,046,017	-	91,187	638,875	-	1,043,028	111,580	-	4,930,687	-	4,930,687
Right of use asset - land lease	-	-	-	-	52,000	-	353,647	95,000	500,647	(147,000)	353,647
Construction in progress	<u>121,653</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,506,943</u>	<u>12,628,596</u>	<u>(600,000)</u>	<u>12,028,596</u>
Total property, building, equipment, land and Construction in progress	3,170,584	7,401,159	9,429,597	10,731,058	11,896,162	12,173,114	17,335,095	12,601,943	84,738,712	(3,707,528)	81,031,184
Other assets:											
Notes receivable - Homebuyers	315,982	-	-	-	-	-	-	-	315,982	-	315,982
Notes receivable - related parties	19,595,776	-	-	-	-	-	-	-	19,595,776	(19,595,776)	-
Investment in limited partnership	(20,405)	-	-	-	-	-	-	-	(20,405)	20,405	-
Tax credit fees, net	-	20,574	38,647	45,566	55,743	15,257	84,601	-	260,388	-	260,388
Organization costs, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other assets	<u>19,891,353</u>	<u>20,574</u>	<u>38,647</u>	<u>45,566</u>	<u>55,743</u>	<u>15,257</u>	<u>84,601</u>	<u>-</u>	<u>20,151,741</u>	<u>(19,575,371)</u>	<u>576,370</u>
Total assets	<u>\$ 30,979,656</u>	<u>\$ 8,150,880</u>	<u>\$ 10,142,524</u>	<u>\$ 11,200,477</u>	<u>\$ 12,620,418</u>	<u>\$ 13,266,315</u>	<u>\$ 18,044,356</u>	<u>\$ 12,870,870</u>	<u>\$ 117,275,496</u>	<u>\$ (25,998,028)</u>	<u>\$ 91,277,468</u>

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

COMBINING SCHEDULE OF FINANCIAL POSITION - CONTINUED

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
<u>LIABILITIES AND NET ASSETS</u>											
Current liabilities:											
Accounts payable	\$ 18,105	\$ 13,396	\$ 2,389	\$ 1,859	\$ 5,811	\$ 3,768	\$ 3,786	\$ 1,413,727	\$ 1,462,841	\$ -	\$ 1,462,841
Accrued expenses	-	13,048	8,450	5,500	304	4,123	3,124	-	34,549	-	34,549
Accrued partnership fees	-	28,827	-	-	58,072	104,591	12,500	250	204,240	(197,588)	6,652
Prepaid rents	-	26,883	35,084	70,970	57,682	81,996	19,732	-	292,347	-	292,347
Deferred revenue	117,600	-	-	-	-	-	-	-	117,600	-	117,600
Tenant security deposits	-	17,050	19,790	12,600	23,495	29,400	22,751	-	125,086	-	125,086
Accrued payroll taxes	19,898	1,967	1,694	1,688	3,575	2,061	2,368	-	33,251	-	33,251
Accrued interest payable	-	5,246	3,847	289	520,940	391,077	334,724	122,895	1,379,018	(1,319,886)	59,132
Deferred lease expense	9,000	-	-	-	-	-	-	-	9,000	(9,000)	-
Long-term debt - short term portion	-	11,980	21,113	27,616	66,106	52,699	-	-	179,514	-	179,514
Total current liabilities	164,603	118,397	92,367	120,522	735,985	669,715	398,985	1,536,872	3,837,446	(1,526,474)	2,310,972
Other liabilities:											
Advance from GP	-	-	-	-	-	-	-	268,853	268,853	(268,853)	-
Construction loan payable	-	-	-	-	-	-	-	5,314,921	5,314,921	-	5,314,921
Long-term debt, net of debt issuance costs	22,023,762	3,697,205	1,302,256	2,462,373	3,539,243	7,918,003	6,951,478	3,228,158	51,122,478	(19,595,776)	31,526,702
Deferred lease expense	138,000	-	-	-	-	-	359,966	-	497,966	(138,000)	359,966
Developer fee payable	-	-	-	-	-	39,333	506,700	382,770	928,803	(928,803)	-
Total Other liabilities	22,161,762	3,697,205	1,302,256	2,462,373	3,539,243	7,957,336	7,818,144	9,194,702	58,133,021	(20,931,432)	37,201,589
Total liabilities	\$ 22,326,365	\$ 3,815,602	\$ 1,394,623	\$ 2,582,895	\$ 4,275,228	\$ 8,627,051	\$ 8,217,129	\$ 10,731,574	\$ 61,970,467	\$ (22,457,906)	\$ 39,512,561



GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

COMBINING SCHEDULE OF FINANCIAL POSITION - CONTINUED

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limied Partnership	Luminaria Apartments Limited Partnership	Hiland Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
Net assets:											
Net assets without donor restrictions	\$ 8,653,291	\$ 4,335,278	\$ 8,747,901	\$ 8,617,582	\$ 8,345,190	\$ 4,639,264	\$ 9,827,227	\$ 2,139,296	\$ 55,305,029	\$ (3,540,122)	\$ 51,764,907
Net assets with donor restrictions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total net assets	<u>8,653,291</u>	<u>4,335,278</u>	<u>8,747,901</u>	<u>8,617,582</u>	<u>8,345,190</u>	<u>4,639,264</u>	<u>9,827,227</u>	<u>2,139,296</u>	<u>55,305,029</u>	<u>(3,540,122)</u>	<u>51,764,907</u>
 Total liabilities and net assets	 <u>\$ 30,979,656</u>	 <u>\$ 8,150,880</u>	 <u>\$ 10,142,524</u>	 <u>\$ 11,200,477</u>	 <u>\$ 12,620,418</u>	 <u>\$ 13,266,315</u>	 <u>\$ 18,044,356</u>	 <u>\$ 12,870,870</u>	 <u>\$ 117,275,496</u>	 <u>\$ (25,998,028)</u>	 <u>\$ 91,277,468</u>

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

COMBINING SCHEDULE OF ACTIVITIES

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Plaza Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS:											
Operating Revenues											
Rental income	\$ 9,100	\$ 586,631	\$ 595,858	\$ 388,944	\$ 696,207	\$ 838,380	\$ 515,930	\$ -	\$ 3,631,050	\$ (9,100)	\$ 3,621,950
Tenant services income	-	10,563	12,968	12,697	13,081	36,740	9,791	-	95,840	-	95,840
Grants	149,969	-	-	-	-	-	-	-	149,969	-	149,969
Development fees	1,500,000	-	-	-	-	-	-	-	1,500,000	-	1,500,000
Interest income	588,582	676	123	17	304	267	36	-	590,005	(588,582)	1,423
Sustainable tax credits	238,273	-	-	-	-	-	-	-	238,273	-	238,273
Other income	<u>534,503</u>	<u>15,630</u>	<u>6,628</u>	<u>-</u>	<u>10,809</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>567,570</u>	<u>(222,536)</u>	<u>345,034</u>
Total program revenue	3,020,427	613,500	615,577	401,658	720,401	875,387	525,757	-	6,772,707	(820,218)	5,952,489
Operating Expenses:											
Program	954,201	913,827	845,732	641,851	1,522,311	1,271,354	968,184	5,000	7,122,460	(819,968)	6,302,492
Supporting Service	<u>238,643</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>238,643</u>	<u>-</u>	<u>238,643</u>
Total operating Expenses	1,192,844	913,827	845,732	641,851	1,522,311	1,271,354	968,184	5,000	7,361,103	(819,968)	6,541,135
Change in net assets without donor restrictions	\$ 1,827,583	\$ (300,327)	\$ (230,155)	\$ (240,193)	\$ (801,910)	\$ (395,967)	\$ (442,427)	\$ (5,000)	\$ (588,396)	\$ (250)	\$ (588,646)

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

COMBINING SCHEDULE OF ACTIVITIES - CONTINUED

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Plaza Apartments Limited Partnership	Combined Totals	Eliminations	Consolidated
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS:											
Beginning of year	\$ 6,825,708	\$ 4,661,459	\$ 8,978,056	\$ 8,857,775	\$ 9,147,100	\$ 5,035,231	\$ 3,093,294	\$ -	\$ 46,598,623	\$ (3,559,157)	\$ 43,039,466
Capital contributions:											
Greater Albuquerque Housing Partnership	-	-	-	-	-	-	-	100	100	(100)	-
Other limited partners in controlled partnerships	-	-	-	-	-	-	7,176,360	2,144,196	9,320,556	-	9,320,556
Total capital contributions	-	-	-	-	-	-	7,176,360	2,144,296	9,320,656	(100)	9,320,556
Capital distributions:											
Greater Albuquerque Housing Partnership	-	19,385	-	-	-	-	-	-	19,385	(19,385)	-
Other limited partners in controlled partnerships	-	6,469	-	-	-	-	-	-	6,469	-	6,469
Total capital distributions	-	25,854	-	-	-	-	-	-	25,854	(19,385)	6,469
End of year	<u>\$ 8,653,291</u>	<u>\$ 4,335,278</u>	<u>\$ 8,747,901</u>	<u>\$ 8,617,582</u>	<u>\$ 8,345,190</u>	<u>\$ 4,639,264</u>	<u>\$ 9,827,227</u>	<u>\$ 2,139,296</u>	<u>\$ 55,305,029</u>	<u>\$ (3,540,122)</u>	<u>\$ 51,764,907</u>

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

FINANCIAL STATEMENT SUPPORTING SCHEDULES

Year Ended December 31, 2022

	Greater Albuquerque Housing Partnership	Plaza Feliz Limited Partnership	Plaza Ciudadana Limited Partnership	Cuatro Apartments Limited Partnership	Casa Feliz Limited Partnership	Sterling Apartments Limited Partnership	Luminaria Apartments Limited Partnership	Hiland Apartments Limited Partnership	Combined Totals
Cash and Cash Equivalents									
Operating accounts	\$ 4,719,997	\$ 207,213	\$ 54,607	\$ 77,038	\$ 214,727	\$ 535,621	\$ 268,862	\$ 268,927	\$ 6,346,992
Restricted cash									
Tenant security deposits	-	23,310	22,530	13,650	28,166	32,183	22,862	-	142,701
Mortgage escrow	-	13,974	196,101	29,688	-	17,763	-	-	257,526
Operating reserves	-	221,152	211,477	211,476	269,310	340,176	323,516	-	1,577,107
Replacement reserves	-	232,324	179,884	91,896	136,949	126,352	7,667	-	775,072
	<u>\$ 4,719,997</u>	<u>\$ 697,973</u>	<u>\$ 664,599</u>	<u>\$ 423,748</u>	<u>\$ 649,152</u>	<u>\$ 1,052,095</u>	<u>\$ 622,907</u>	<u>\$ 268,927</u>	<u>\$ 9,099,398</u>
Tax Credit Fees									
Tax credit fee capitalized	\$ -	\$ 87,254	\$ 94,250	\$ 80,411	\$ 87,250	\$ 21,797	\$ 88,536	\$ -	\$ 459,498
Accumulated amortization	-	(66,680)	(55,603)	(34,845)	(31,507)	(6,540)	(3,935)	-	(199,110)
	<u>\$ -</u>	<u>\$ 20,574</u>	<u>\$ 38,647</u>	<u>\$ 45,566</u>	<u>\$ 55,743</u>	<u>\$ 15,257</u>	<u>\$ 84,601</u>	<u>\$ -</u>	<u>\$ 260,388</u>
Work in Progress, Project Investment									
Development Cost, Thaxton	\$ 42,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,654
Development Cost, Hiland	-	-	-	-	-	-	-	12,506,943	12,506,943
Development Cost, Farolito	78,999	-	-	-	-	-	-	-	78,999
	<u>\$ 121,653</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,506,943</u>	<u>\$ 12,628,596</u>

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED SCHEDULE OF PROPERTY AND EQUIPMENT

Year Ended December 31, 2022

	Beginning of Year	Additions	Deletions	End of Year
GAHP				
Furniture and Equipment	\$ 33,080	\$ -	\$ -	\$ 33,080
Land	<u>3,046,017</u>	<u>-</u>	<u>-</u>	<u>3,046,017</u>
Total land, property and equipment	3,079,097	-	-	3,079,097
Less: Accumulated Depreciation	<u>(27,401)</u>	<u>(2,765)</u>	<u>-</u>	<u>(30,166)</u>
Total land, property and equipment, net	3,051,696	(2,765)	-	3,048,931
Plaza Feliz Limited Partnership				
Furniture and Equipment	291,444	-	-	291,444
Land Improvements	756,581	-	-	756,581
Buildings	<u>9,939,969</u>	<u>-</u>	<u>-</u>	<u>9,939,969</u>
Total land, property and equipment	10,987,994	-	-	10,987,994
Less: Accumulated Depreciation	<u>(3,285,873)</u>	<u>(300,962)</u>	<u>-</u>	<u>(3,586,835)</u>
Total land, property and equipment, net	7,702,121	(300,962)	-	7,401,159
Plaza Ciudadana Limited Partnership				
Furniture and Equipment	262,338	3,990	-	266,328
Land	91,187	-	-	91,187
Land Improvements	141,664	-	-	141,664
Buildings	<u>12,129,273</u>	<u>61,655</u>	<u>-</u>	<u>12,190,928</u>
Total land, property and equipment	12,624,462	65,645	-	12,690,107
Less: Accumulated Depreciation	<u>(2,912,001)</u>	<u>(348,509)</u>	<u>-</u>	<u>(3,260,510)</u>
Total land, property and equipment, net	12,624,462	(282,864)	-	9,429,597
Cuatro Apartments Limited Partnership				
Furniture and Equipment	156,457	6,763	-	163,220
Land and Land Improvements	644,127	5,394	-	649,521
Buildings	<u>12,018,378</u>	<u>-</u>	<u>-</u>	<u>12,018,378</u>
Total land, property and equipment	12,818,962	12,157	-	12,831,119
Less: Accumulated Depreciation	<u>(1,775,983)</u>	<u>(324,078)</u>	<u>-</u>	<u>(2,100,061)</u>
Total land, property and equipment, net	11,042,979	(311,921)	-	10,731,058
Casa Feliz Limited Partnership				
Furniture and Equipment	1,058,767	-	-	1,058,767
Land Improvements	2,299,861	-	-	2,299,861
Buildings	<u>12,848,982</u>	<u>-</u>	<u>-</u>	<u>12,848,982</u>
Total land, property and equipment	16,207,610	-	-	16,207,610
Less: Accumulated Depreciation	<u>(3,601,575)</u>	<u>(761,873)</u>	<u>-</u>	<u>(4,363,448)</u>
Total land, property and equipment, net	\$ 12,606,035	\$ (761,873)	\$ -	\$ 11,844,162

GREATER ALBUQUERQUE HOUSING PARTNERSHIP  
(A Not-for-profit Corporation)

CONSOLIDATED SCHEDULE OF PROPERTY AND EQUIPMENT - (CONTINUED)

Year Ended December 31, 2022

	Beginning of Year	Additions	Deletions	End of Year
<b>Sterling Apartments Limited Partnership</b>				
Furniture and Equipment	\$ 283,348	\$ 9,851	\$ -	\$ 293,199
Land and Land Improvements	1,830,411	-	-	1,830,411
Right of use asset - land lease	-	52,000	-	52,000
Buildings	12,598,453	-	-	12,598,453
Total land, property and equipment	14,712,212	9,851	-	14,774,063
Less: Accumulated Depreciation	(1,981,902)	(567,047)	-	(2,548,949)
Total land, property and equipment, net	12,730,310	(557,196)	-	12,225,114
<b>Luminaria Apartments Limited Partnership</b>				
Furniture and Equipment	-	729,768	-	729,768
Land	136,826	(25,246)	-	111,580
Right of use asset - land lease	-	353,647	-	353,647
Buildings	-	16,441,309	-	16,441,309
Total land, property and equipment	136,826	17,499,478	-	17,636,304
Less: Accumulated Depreciation	-	(301,209)	-	(301,209)
Total land, property and equipment, net	136,826	17,198,269	-	17,335,095
<b>Hiland Plaza Apartments Limited Partnership</b>				
Right of use asset - land lease	-	95,000	-	95,000
Furniture and Equipment	-	-	-	-
Buildings	-	-	-	-
Total land, property and equipment	-	95,000	-	95,000
Less: Accumulated Depreciation	-	-	-	-
Total land, property and equipment, net	-	95,000	-	95,000
<b>Total Consolidated Organization</b>				
Total land, property and equipment	70,567,163	17,682,131	-	88,301,294
Elimination	(2,960,277)	(147,251)	-	(3,107,528)
Less: Accumulated Depreciation	(13,584,735)	(2,606,443)	-	(16,191,178)
Total land, property and equipment, net	<u>\$ 54,022,151</u>	<u>\$ 14,928,437</u>	<u>\$ -</u>	<u>\$ 69,002,588</u>

## APPENDIX #10: Drug Free Workplace Requirement Certification Form

The agency certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug abuse in the workplace;
  - b. The agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the agency's drug-free workplace statement.
4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the agency's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notifying the City of Albuquerque, Department of Health, Housing and Homelessness within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination;
  - b. or requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
8. The agency also certifies that the agency's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque.

Street Address: 320 Gold Ave NW, Ste 918 City: Albuquerque

State: NM Zip: 87102 E-mail: info@solhousing.org

Agency Name: Sol Housing fka Greater Albuquerque Housing Partnership

Typed Name of Authorized board Official: Felipe Rael

Title: Executive Director

Felipe Rael  
Felipe Rael (Jun 6, 2024 16:51 MDT)

Signature of Authorized Board Official

06/06/2024

Date Signed

## APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion Certification

I certify that the agency has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the agency, the City of Albuquerque, Department of Health, Housing and Homelessness will be notified immediately.

Agency Name: Sol Housing fka Greater Albuquerque Housing Partnership

Agency Unique Entity ID (UEI): CW1GD8Z527D4 *(if applicable)*

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: Felipe Rael Felipe Rael / Jun 6, 2024 16:51 MDT Date: 06/06/2024



**APPENDIX #12: Certification of Receipt of Administrative Requirements**

The undersigned HEREBY CERTIFY THAT:

1. The agency/organization has received and reviewed a copy of the *Administrative Requirements for Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as may be revised from time to time, current version effective July 1, 2023; and
2. The agency/organization named below will adhere to these *Administrative Requirements* in its operation of City-funded programs; and
3. The *Administrative Requirements* are shared and accessible to all relevant staff.

Agency/Organization Name: Sol Housing fka Greater Albuquerque Housing Partnership

Tessah Latson

Typed Name of Authorized Board Official

  
Tessah Latson (Jun 6, 2024 16:48 MDT)

Signature

Date: 06/06/2024

Felipe Rael

Typed Name of Executive Director

  
Felipe Rael (Jun 6, 2024 16:51 MDT)

Signature

Date: 06/06/2024

### **APPENDIX #13: Certification of Compliance with Federal Funding Requirements**

The undersigned HEREBY GIVE ASSURANCE THAT:

If the percentage of federal funds that makes up the total program or project costs is greater than 0%, the Applicant agency named below will specifically comply and act in accordance with all applicable federal law governing programs receiving federal funds, including but not necessarily limited to:

1. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age. 45 CFR Part 91.
2. Civil Rights Act of 1964 (Title VI), providing that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. 45 CFR Part 80.
3. Education Amendments of 1972 (Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686), providing that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity. 45 CFR Part 86.
4. Rehabilitation Act of 1973 (Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, providing that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
5. USA Patriot Act (amending 18 U.S.C. 175-175c), prescribing criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
6. Public Health Security and Bioterrorism Preparedness and Response Act, provides protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the US homeland, or other criminal act. 42 U.S.C. 262a; 42 CFR Part 73.
7. Controlled Substances Act provides that grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by Section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
8. Limited English Proficiency. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Title VI of the Civil Rights Act of 1964.
9. Construction-Related Requirements
  - a. Architectural Barriers Act of 1968 (as amended 42 U.S.C. 4151 et seq.) sets forth requirements to make facilities accessible to, and usable by, the physically handicapped

- and include minimum design standards. All new facilities designed or constructed with HHS grant support must comply with these requirements. 41 CFR 102-76; 36 CFR 1191.
- b. Clean Air and Clean Water Act provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters. 42 U.S.C. 7606 and EO 11738.
  - c. Safe Drinking Water Act provides for the protection of underground sources of drinking water that have an aquifer, which is the sole source of drinking water. No grant may be entered into for any project that the EPA Administrator determines may contaminate such aquifer.
10. Health, Safety, and Related Requirements
- a. HHS funds may not be spent for an abortion.
  - b. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
  - c. Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) implements the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR Parts 160 and 164. The Privacy Rule applies only to covered entities.
  - d. Confidentiality of Patient/Client Records. Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated or directly or indirectly assisted by any department or agency of the United States. 42 CFR Part 2.
  - e. Drug Free Workplace Act of 1988, requires that all organizations receiving grants from any federal agency agree to maintain a drug free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. 42 U.S.C. 701 et seq.; 45 CFR Part 82.
  - f. Pro-Children Act imposes restrictions on smoking in facilities where federally funded children's services are provided. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development. 20 U.S.C. 7183.

Agency Name Sol Housing fka Greater Albuquerque Housing Partnership

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: Felipe Rael  
Felipe Rael (Jun 6, 2024 16:51 MDT)

Date: 06/06/2024

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #14: Vendor Preference Form**

Vendor Preference Form and instructions are online at:  
<https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final.pdf/view>

**NOT APPLICABLE TO THIS RFP - NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.**



# Request for Supplier Information

## SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sol Housing

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

320 Gold Ave. SW #918

REMITTANCE ADDRESS (number, street, and apt or suite no)

320 Gold Ave. SW #918

CITY, STATE, and ZIP CODE

Albuquerque, NM 87102

REMITTANCE CITY, STATE, and ZIP CODE

Albuquerque, NM 87102

PHONE

505-244-1614

EMAIL ADDRESS

felipe@solhousing.org

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

□□□ - □□ - □□□□

85 - 0412352

□□ - □□□□□□ - □□ - □□

TAX CLASSIFICATION (check only one)

☐ INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

☐ C CORPORATION

☐ S CORPORATION

☐ PARTNERSHIP

☐ TRUST/ESTATE

☐ LIMITED LIABILITY COMPANY-- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single- member owner.

☒ 501(C)3/NON-PROFIT ORGANIZATION

☐ OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

## SECTION 2: BUSINESS DEMOGRAPHICS (CHECK ALL THAT APPLY)

☒ **Local Business** - Headquartered and maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County).

☐ **Doing Business Locally** - Either not headquartered or does not maintain its principal office and place of business here, but maintains a storefront in the Greater Albuquerque Metropolitan Area and employs one or more City of Albuquerque or Bernalillo County residents.

☐ **Woman Owned Business** - At least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

☐ **Minority Business Enterprise (MBE) Owned** - At least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more racial/ethnic minorities. Please specify the race/ethnicity of minority owners (question to the right).

☐ **LGBTQ+ Owned Business** - At least 51% owned and controlled by one or more LGBTQ+ individuals, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more LGBTQ+ individuals.

☐ **None of the Above Categories Apply**

If your business is MBE-owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

☐ Hispanic American

☐ Native American

☐ Black or African American

☐ Asian-Indian American

☐ Asian-Pacific American

## SECTION 3: PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

ELECTRONIC POs AND INVOICES (select one)

☐ Transcepta (preferred method)

☐ Email

PO CONTACT INFORMATION

FULL NAME

EMAIL ADDRESS

## SECTION 4: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

*Rita Gonzalez*

DATE April 9, 2024

PRINT NAME

Rita Gonzalez

TITLE Controller

SUBMIT FORM



# Pay Equity Reporting Form



City of Albuquerque  
www.cabq.gov



Bernalillo County  
www.berncogov



Water Authority  
www.abcwua.org

## Company Details

Company Name	Sol Housing	Mailing Address	320 Gold Ave. SW Suite 918 Albuquerque, NM 87102
Phone	505-244-1614		
Email Address	rita@solhousing.org	NM Employees?	yes

Job Category	No. Females	No. Males	Gap (Abs. %)
1.1 Exec/Senior Level Officials/Mgrs	0	1	N/A
1.2 First/Mid Level Officials/Mgrs	3	0	N/A
2 Professionals	1	1	30.43%
3 Technicians	0	0	N/A
4 Sales Workers	0	0	N/A
5 Office and Admin. Support	1	0	N/A
6 Craft Workers (Skilled)	1	1	19.97%
7 Operatives (Semi-Skilled)	0	0	N/A
8 Laborers (Unskilled)	0	0	N/A
9 Service Workers	0	0	N/A
Overall Total	6	3	25.20%

Total # of Females (all categories)	6	Total # of Males (all categories)	3
Total # Female Only Job Categories	2	Total # Male Only Job Categories	1
Total # Part Time Females	1	Total # Part Time Males	1
Female % Workforce	66.67%	Male % of Workforce	33.33%
Total # Employees	9	Total # Non-Binary Employees	0

**Must be signed by a representative of the company.** Signature certifies that all employees working in New Mexico are included, the data is for one year ending when the form is signed, and any challenges to your information may require you to get third party verification at your own expense.

<u>Rita Gonzalez. Controller</u>	<u><i>Rita Gonzalez</i></u>	<u>Jun 3, 2024</u>
Name and Title	Signature	Date Submitted

**Following your submission, the system will calculate and certify your Overall Total Pay Gap. A copy of the Pay Equity Reporting Form will be emailed to you for inclusion with your bid or proposal. If the Overall Total Pay Gap on your form is 0%, you are eligible for a 5% preference. Please keep in mind that a completed Pay Equity Reporting Form must be submitted with all bids and proposals, regardless of the Overall Total Pay Gap. Please contact the contact person identified in the applicable Agency's solicitation documents with any questions about the Pay Equity Reporting Form.**

## APPENDIX #17: UEI Number and SAM Registration Acknowledgement

Organization Name: Sol Housing fka Greater Albuquerque Housing Partnership

Unique Entity Identifier Number: CW1GD8Z527D4

I, Felipe Rael, as representative of Sol Housing, hereby acknowledge that I have obtained the above UEI Number in association with the above-mentioned organization, and registered that UEI Number with the System for Award Management (SAM).

Felipe Rael *Felipe Rael*  
Felipe Rael (Jun 6, 2024 16:51 MDT)

Name

Executive Director

Title, as Authorized Representative of

Sol Housing

Organization





**City of Albuquerque  
Department of Health, Housing & Homelessness  
Community Development Division**

**Request for Proposals from Non-Profit or Governmental Agencies for  
Affordable Housing Development for Program Year 2024**

**HOME INVESTMENT PARTNERSHIPS PROGRAM  
RFP Number: RFP-2024-610--RG**

**REQUEST FOR PROPOSALS**

**Contents:**

- 1.0 Background**
- 2.0 Purpose, Deadline and Submission Method**
- 3.0 Administrative Requirements and Guiding Regulations**
- 4.0 Outcome Measures and Scope of Services**
- 5.0 Eligible Responders**
- 6.0 Eligible Beneficiaries**
- 7.0 Technical Assistance**
- 8.0 Instructions for Completing Proposal**
- 9.0 Compliance with Social Services Contract Procurement Rules and Regulations**
- 10.0 Review Criteria and Scoring Process**
- 11.0 Submission Process**
- 12.0 Proposal Checklist**

**1.0 Background**

The City of Albuquerque has established priorities for funding and they include the following goals:

**Goal 1:** Human and Family Development: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.

**Goal 2: Public Safety:** The public is safe and secure, and shares responsibility for maintaining a safe environment.

The Department of Health, Housing & Homelessness (HHH), (formerly Department of Family and Community Services) mission is to provide quality health and social services, affordable housing development and opportunities, and homeless services to improve the quality of life for the entire Albuquerque Community.

In addition, the Department of Health, Housing & Homelessness has established a priority to fund projects that address the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>1</sup>.

The City of Albuquerque Department of Health, Housing & Homelessness adopted a process to solicit and review project proposals through the promulgated rule update October 10, 2019, as specified in the [\*FCS Social Services Contracts Procurement Rule\*](#) available on the Department's website at:  
(<https://www.cabq.gov/health-housing-homelessness/partner-resources>).

Funds for projects in this RFP are subject to final approval of the City Council and availability of City General Funds and where applicable, receipt of state and/or federal grant funds.

### **1.1 City Acknowledgement of Federal Funding**

A contract awarded pursuant to this RFP will include federal funds as follows: 100% of the total funds (\$2,769,209) allocated by this RFP are from the U.S. Department of Housing and Urban Development (HUD). Any applicant awarded funds under this RFP shall comply with the requirements of **APPENDIX #13**.

### **2.0 Purpose, Deadline and Submission Method**

The purpose of this Request for Proposals (RFP) is to solicit effective proposals from qualified non-profit organizations and government entities interested in developing a multi-family rental project that is affordable to low and moderate households and will leverage funding from the Low Income Housing Tax Credits (LIHTC) program.

Proposals will be accepted until **4:00 p.m. MST on August 2, 2024** and must be submitted online through the City's Bonfire portal at:

<https://cabq.bonfirehub.com/portal/?tab=openOpportunities>

In order to submit, responders must be registered in the Bonfire system. Registration takes some time to complete. It is recommended responders register in advance of the

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<sup>1</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

deadline as late proposals will not be accepted. For information on how to access and interact with Bonfire, please visit <https://cabq.bonfirehub.com/portal/support> or contact [support@gobonfire.com](mailto:support@gobonfire.com)

### **3.0 Administrative Requirements and Guiding Regulations**

Potential responders to this RFP are strongly advised to become familiar with the content of the most current version of the publication entitled *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque* (hereinafter referred to as the “*Administrative Requirements*”). The publication contains uniform administrative rules for contracts awarded pursuant to the Department’s Social Services Program. Contractors are expected to understand and comply with all applicable rules contained within the publication, including but not limited to, appropriate accounting software systems producing a general ledger; adequate documentation retention of payables and receivables; and a payroll reporting system that demonstrates approval of timesheets and labor distribution reports.

The *Administrative Requirements* are available on the Department’s website at:

<https://www.cabq.gov/health-housing-homelessness/partner-resources>

Certain priority areas detailed below may also be required to comply with applicable sections of the most recent version of the *Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services* (hereinafter referred to as the “*Minimum Standards*”), depending on the proposal. Contractors are expected to understand and comply with all applicable rules contained within the publication. The *Minimum Standards* are available on the Department’s website at:

<https://www.cabq.gov/health-housing-homelessness/partner-resources>

## **4.0 Outcome Measures and Scope of Services**

### **4.1 Outcome Measures and Social Determinants of Health**

The City of Albuquerque is focused on improving the well-being of all people and has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. In addition, the Department of Health, Housing & Homelessness prioritizes investment in services that can demonstrate improved outcomes related to the customer’s needs.

The City of Albuquerque Department of Health, Housing & Homelessness is committed to providing cost effective services that will improve the well-being of participants and Albuquerque as a whole. Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and aligned with the service delivery.

The Department of Health, Housing & Homelessness has established a priority to fund projects that lead to improved outcomes to 1) Increase Behavioral Health Stability, 2)

Increase Housing Stability, 3) Increase Public Safety, 4) Increase Individual and Family Resilience, and 5) Seniors are Able to Age with Dignity. This involves a focus on addressing the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>2</sup>. Entities contracting with the Department of Health, Housing & Homelessness may be expected to collect Social Determinants of Health data in a uniform manner to inform the City and public on unmet needs that need attention and aggregate progress of city-funded services.

### **Community Building**

In addition to the above outcomes, the City is dedicated to helping all our residents and neighborhoods to be their best selves. Contractors are expected to engage with the community and build productive relationships with their neighbors as they provide services to improve outcomes for all of Albuquerque. Examples include, but are not limited to, joining the local Neighborhood Association, updating neighbors on services and progress, maintaining their surroundings as clean and litter free, reminding participants to maintain respect of the neighborhood and promptly responding to any 311 inquiries.

### **4.2 Scopes of Services**

This request for proposals is focused on leveraging HOME funds by awarding gap funding to one or more multi-family rental projects that are affordable to low and moderate income households at or below 80% of the Area Median Income (AMI). Projects must abide by the ***Income and Rent Limits*** for Albuquerque published by the U.S. Department of Housing and Urban Development referenced in **APPENDIX H** and will leverage either the 4% or 9% Low Income Housing Tax Credits (LIHTC).

- At minimum, the selected 2024 HOME INVESTMENT PARTNERSHIPS Project shall:
- Develop an Affordable Rental Housing project for low- to moderate-income populations that complies with the regulatory requirements of HUD HOME Investment Partnerships grant funding including but not limited to: Provide affordable housing units that meet current HOME Rent Limits to income-eligible households and in accordance with HUD Income Limits, as published by HUD.
- Comply with all applicable statutory and/or regulatory requirements, including but not limited to: 24 CFR Part 92; 2 CFR Part 200; 24 CFR Part 75; 2 CFR 184; The Administrative Requirements for Contracts Awarded Under the City of Albuquerque; Social Services Contracts Procurement Rules and Regulations; Conform to the City's zoning requirements per its Integrated Development Ordinance (IDO) and the drainage requirements for developing Affordable

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<sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

- Housing parcel, exclusive of any other adjacent parcel; Any applicable Federal or State statutory and/or regulatory requirements; and
- Respond to the RFP by the stated deadline, by submission of the Project Application (Appendix A), HOME Multi-Family Underwriting Template (Appendix B), Ranking Matrix assessment tool (Appendix C), CHDO/AHDO Application (Appendix D), Supporting Documentation (Appendix E), and HOME Cost Allocation Tool (Appendix F) to demonstrate how the proposed project's unit-mix, overall design, and amenities respond to the needs of the income-eligible populations.
- Demonstrate the capacity of the Development Team to obtain all necessary project financing to implement a plan to administer the project, which will meet the required HUD HOME Affordability Period.
- Demonstrate how the proposed project fits within the overall programming priorities of the Department's 2023-2027 Consolidated Plan and 2024 Action Plan.
- Meet the Threshold Criteria and Scored Criteria stipulated in the RFP.

#### **4.2.1 Amount Available and Related Federal Requirements**

HHH has allocated up to **\$2,769,209** of HOME Investment Partnerships grant funding (including \$292,116.75 of *CHDO Set-Aside* funds) from the U.S. Department of Housing and Urban Development, towards the new construction, acquisition/rehabilitation, and/or preservation of multi-family rental housing within the Albuquerque city limits. The 2024 HOME INVESTMENT PARTNERSHIPS project, shall leverage the City's contribution by maximizing the total units of housing to be developed, and providing housing units are affordable to households at/or below 80% AMI. Additionally, the development must also meet the applicable statutory and/or regulatory requirements of 24 CFR Part 92, related to the available HOME Investment Partnerships (HOME) funds, 24 CFR Part 200 related to the Uniform Administrative Requirements, 24 CFR Part 75 regarding HUD Section 3 requirements direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community, and any other applicable requirements for federal awards.

Additionally, all proposed projects must comply with the 2 CFR Part 184 related to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

All housing units which utilize HOME funding and are designated as "affordable" to households at or below 80% AMI, must also comply with the HOME Maximum Per-Unit Subsidy Limits as found in **APPENDIX G**.

**The 2024 HOME Maximum Per-Unit Subsidy Limits for Albuquerque are as follows:**

**0 BR<\$181,488.00; 1 BR<\$208,048.80; 2 BR<\$252,993.60; 3 BR<\$327,292.80; 4+ BR<\$359,263.20.**

Proposed affordable housing development projects need to demonstrate the capacity to obtain additional project financing from other federal or state programs, private bank loans, etc.

#### **4.3 Service Period**

Services funded by this RFP are to commence upon execution of a City Council approved development agreement and continue through the term of construction and occupancy of the project.

### **5.0 Eligible Responders**

#### **5.1 General Eligibility**

An agency which is a unit of state or local government and/or an agency currently incorporated as a nonprofit corporation, duly registered and in good standing with the State of New Mexico Secretary of State, which has not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code and which has demonstrated capability in providing the services for which it is applying is an eligible responder for award of a contract pursuant to this RFP. Basic eligibility requirements are identified in the [\*Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque\*](#) (*Administrative Requirements*), § 10 (A)(1).

Ineligible entities as defined in Section 7 (C) of the [\*Social Services Contracts Procurement Rules\*](#) of the Department are restricted from submitting a proposal.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

Ineligible entities as defined in Section 7 (C) of the [\*Social Services Contracts Procurement Rules\*](#) of the Department are restricted from submitting a proposal.

The *Administrative Requirements* and *Social Services Contracts Procurement Rules* are available on the Department's website at:

<https://www.cabq.gov/health-housing-homelessness/partner-resources>

### **5.2 Affordable Housing Development Capacity**

An applicant must demonstrate capacity, experience and commitment to develop, own, and operate affordable housing, including a stated housing mission in its organizational documents.

Applicants that lack capacity or direct experience in these areas may demonstrate capacity by partnering with an entity that provide essential expertise to the project. In these cases, HHH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time. Applicants may partner with a for-profit entity. The Applicant must hold a 51% or greater interest in a Partnership. The Applicant must materially participate in the Project, meaning that the organization must be involved on a regular, continuous and substantial basis in both the development and operation of the Project during the term of the Compliance Period. The Applicant must receive a minimum of 10% of the developer fee as identified in the project budget.

### **5.3 Limitations on Assistance to Primarily Religious Organizations**

Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes. Independent, not-for-profit entities established by primarily religious organizations, however, may be assisted as long as: a) there is no religious test for admission for services; b) there is no requirement for attendance at religious services; c) there is no inquiry as to a client's religious preference or affiliation; d) there is no proselytizing; and e) services provided are secular and non-sectarian. See *Administrative Requirements*, § 10 (C) (4) (c). This provision does not prohibit a primarily religious organization from carrying out the eligible activities as long as such activities are carried out in a manner free from religious influences pursuant to conditions prescribed in the Representations and Certifications form (Appendix #8) attached to this RFP and required as an attachment to the responder's proposal.

### **5.4 Minority and Women's Business Enterprises § 5-6-1 et seq. ROA 1994**

It is the policy of the City to take affirmative action to assure that a fair share of City purchases of goods and services is made from enterprises owned and controlled by minorities and women.

As part of this policy, the City undertakes to assure there are no undue or unnecessary requirements imposed by the City that inhibit or prevent purchases of goods and services from businesses that are otherwise qualified to provide such goods and services. It is further City policy to impose similar affirmative action upon prime contractors providing goods and services to the City with regard to subcontractors involved in such work to assure a fair share of business for minority and women's business enterprises.

As part of the above-described policy, the City shall directly solicit bids and offers of goods and services from minority and women's business enterprises to the extent necessary to ensure that they are aware of the opportunities in this RFP. § 5-6-6 ROA 1994. The City uses the following website to identify minority and women's business enterprises, and solicits bids from the enterprises identified: [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm).

In addition to the requirements of § 5-6-1 *et seq.* ROA 1994, the City will implement and fulfill any Federal requirements applicable to the City with regard to minority and women's business enterprises. § 5-6-10 ROA 1994.

### **5.5 Pay Equity Documentation.**

All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form or Certificate shall be deemed nonresponsive**, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: **THE PAY EQUITY REPORTING FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE.** PAY EQUITY CERTIFICATES ARE AUTOMATICALLY ISSUED TO QUALIFYING VENDORS WITHIN TWO BUSINESS DAYS OF SUBMITTING THE PAY EQUITY REPORTING FORM. PLEASE VISIT THE WEBSITE LISTED ABOVE WITH QUESTIONS.

### **5.6 ADA Compliance**

Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA.

### **5.7 Additional Requirements**

#### **a. Personnel Policies:**

Organizations applying for a contract under this solicitation must have a written set of personnel policies and procedures that have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures.

#### **b. Conflict of Interest Policies:**

Organizations submitting proposals under this solicitation must have in force a written conflict of interest policy that at a minimum:

- i. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.



- ii. Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency or for one year thereafter.
- c. Accounting Policies:**

Responder organizations must have in place a set of financial, accounting, and procurement policies and procedures that meet the standards established by the City in the *Administrative Requirements*, §13, Accounting for HHH Social Services Contract Funds.
- d. Active Board:**

Nonprofit responders must be able to document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept. The organization must verify board compliance with the City Open Meeting ordinance ROA, 1994, §2-5-1, et. seq.
- e. Nepotism:**

The organization shall not employ “immediate family” or any “close relative” of any board member, officer or managing employee and shall not employ any two people who are immediate family or close relatives of each other. See definitions contained in the *Administrative Requirements*, § 10 (A)(3)(c).
- f. Background Checks:**

If the Social Services provided require the contractor selected through this RFP to work with or be in proximity to children, or other vulnerable populations, the contractor will not employ any person or volunteer who is registered as a sex offender in any United States jurisdiction, or who has a criminal background unacceptable to the City. The contractor shall ensure that all its employees, interns and volunteers directly involved in performing services have been screened for a criminal background and reference checks, finger-printing, and interviews. See *Administrative Requirements*, § 10 (A)(2).
- g. Reporting Requirements**

The final contract between the successful responder(s) and the City will contain specific reporting requirements that include, but may not be limited to, quarterly program data and data regarding outcomes for program participants. A critical component of initiatives funded through the City of Albuquerque, Department of Health, Housing & Homelessness will be a rigorous evaluation to determine program success and cost-effectiveness. Selected Offerors must comply with participant data reporting requirements conducted by the City or evaluation and research partners as part of ongoing evaluation activities.

## 6.0 Eligible Beneficiaries

Programs supported, in whole or in part, with funding awarded as a result of this RFP must be targeted to residents of Albuquerque.

## 7.0 Technical Assistance

It is the responsibility of the Offeror to stay up to date with any clarifications to this RFP that will be issued through the bonfire portal.

Technical Assistance will be provided through the Bonfire eProcurement system. **No RFP correspondence with City staff is permitted outside of the Bonfire portal.** Requests for technical assistance must be submitted through the Bonfire portal up until ten calendar days prior to submission deadline. Questions and Answers will be made public within the Bonfire portal for all interested to review.

An **optional** Pre-Proposal conference will be held on **Monday, July 8, 2024** at 10:00 am local time, virtually via Zoom through the following link: (<https://cabq.zoom.us/j/86291084636>) or by dialing: +1 669 900 6833; Meeting ID: 89123780351

## 8.0 Instructions for Completing Proposal

### 8.1 Proposal Format

Proposals will be submitted through the City's Bonfire eProcurement portal and must address all required areas listed in this section, in the order requested.

**8.2 APPENDIX A – Application.** Responders must complete the attached **APPENDIX A** and respond to the following:

**Section 1: Applicant Information-** respond to requested data fields in this section.

**Section 2: Project Information-** respond to requested data boxes/fields in this section.

**Section 3: Threshold Criteria-** respond in a Narrative form. Any supporting evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation.**

**Section 4: Scored Criteria-** respond in a Narrative form. Any supporting evidence cited in the Narrative should be provided in **APPENDIX D – Supporting Documentation.**

**Section 5: Disclosures, Release of Information, and Certification-** respond to all data fields and signature by an authorized official of the governmental agency or of the policy board of a non-profit agency to whom agency staff are responsible must sign the form (electronic signatures are acceptable).

**8.3 APPENDIX B – Multifamily Underwriting Template** (Project Budget Schedules). Applicant must complete all spreadsheets tabbed in **APPENDIX B**, which contains relevant project financial information necessary to underwrite the project.

**8.4 APPENDIX C – Project Scoring Matrix.** Applicant must complete **APPENDIX C** for the proposed project. **APPENDIX C** will be utilized by City staff to evaluate the Threshold Criteria and Scored Criteria listed. There is also an *Applicant*

*Checklist Section* that allows applicants to Self-Score, compare narrative responses and their supporting evidence submitted to Threshold Criteria and Scored Criteria.

**8.5 APPENDIX E – Supporting Documentation.** This will be an empty folder in the Bonfire eProcurement portal for the applicant to submit any necessary evidence cited in the other appendices. Documents may include but not be limited to: agreements, letters, resumes, architectural plans, studies, assessments, audits, by-laws, policies, procedures, examples, etc. Although there may not be a stated limit on number of documents or format type, please refer to the Bonfire system for more information.

**8.6 APPENDIX F – HOME Cost Allocation tool.** This document contains spreadsheets to determine a maximum project subsidy that can be provided with HOME funds. Spreadsheets should be completed to justify the total amount of HOME funds requested under this RFP. Information regarding the tool can be found on the HUD Exchange at: (<https://www.hudexchange.info/programs/home/using-the-home-cost-allocation-tool-case-studies-and-demonstration/>).

**9.0 Although not required with the application, should a project receive an award it must comply with the following City requirements and will be required to in the terms of the awarded contract.**

**9.1 Insurance Requirements**

All contractors selected pursuant to this RFP will be required to procure and maintain, through the life of each of their contracts, a commercial general liability and an automobile liability insurance policy with limits detailed below. If any part of the contract is sublet, the contractor must include the subcontractor in its coverage or require the subcontractor to obtain all necessary coverage. Policies must be written by companies authorized to write such insurance in the State of New Mexico.

**A. Commercial General Liability Insurance (“CGL”):** A CGL insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$ 2,000,000	Per Occurrence
\$ 2,000,000	Policy Aggregate
\$ 1,000,000	Products Liability/Completed Operations
\$ 1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

The CGL insurance policy must include coverage for all operations performed for the City by the Contractor, and the contractual liability coverage shall specifically insure the hold harmless provisions of the City’s contract with the Contractor. The City shall also be listed as an “additional insured” by endorsement onto the CGL policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement.

**B. Commercial Automobile Liability Insurance (“CAL”):** A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including death,

and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

**C. Workers' Compensation Insurance:** Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business. If the Contractor is not required to carry Workers' Compensation coverage, the Contractor will need to sign and return the Worker's Comp Statement enclosed in this packet.

### **ADDITIONAL INSURANCE COVERAGES**

The following coverages should be considered based on the course and scope of the individual contract:

**D. Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

Professional liability insurance cannot be waived for medical directors, psychologists, psychiatrists, mental health counselors, laboratories.

**E. Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or have a developmental disability).

**F. Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

Policies must include coverage for all operations performed for the City by the contractor, coverage for the use of all owned and all non-owned hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provision of the contract. The City must be named an additional insured on commercial general liability and the policies must

provide that 30 days written notice will be given to the City before a policy is canceled, materially changed, or not renewed.

The contractor shall ensure that all staff for whom professional liability is required by their licensing agent, including but not limited to, professionals providing health and behavioral health services, maintain professional liability insurance, errors and omissions coverage, or other additional coverages the city deems necessary, in amounts not less than required by the New Mexico Tort Claims Act as it is amended from time to time, for single limit of liability per occurrence and for the general aggregate.

The contractor must also comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

During construction, if any, a contractor must maintain Builders Risk Insurance in an amount equal to the full construction cost to cover the construction work for fire, theft, extended coverage, vandalism and malicious mischief.

If, during the life of the contract, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-27 NMSA 1978), the City may require the contractor to increase the maximum limits of any insurance required.

Proof of insurance is not a requirement for submission of a proposal, but responders should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the City. Before submitting a proposal, the agency should contact its insurance agent to determine if it can obtain the required coverage.

## **9.2 Other Assurances:**

### **a. Compliance with Civil Rights Laws and Executive Orders**

Contractors are required to comply and act in accordance with all federal laws and Executive Orders related to the enforcement of civil rights. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of civil rights (APPENDIX #8).

### **b. Assurance of Drug Free Facilities**

Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries (APPENDIX #10).

### **c. Certification of Receipt of *Administrative Requirements***

Applicants for funding must submit a certification signed by an authorized board official and the organization director of receipt and adherence to the *Administrative Requirements* (<https://www.cabq.gov/health-housing-homelessness/partner-resources>).

**d. Audit Requirements**

Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's 2 CFR Part 200 subpart F. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, must have a financial statement audit conducted by an independent auditor in accordance with generally accepted auditing standards. If the contractor is not subject to this requirement because it has not previously had a contract with the City, the Contractor must provide Form 990. Additional audit requirements are set out in the *Administrative Requirements*.

**e. Goods Produced Under Decent Working Conditions**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The responder certifies, by submittal of its proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees can speak freely about working conditions and can participate in and form unions.

**f. Construction Contracts and Davis-Bacon Prevailing Wages**

It is the policy of the City and the U.S. Department of Housing and Urban Development (HUD), to pay adequate wages on Public Works (construction) projects. The responder represents, by submittal of its proposal in response to this solicitation, that the Project will abide by Davis-Bacon Wage Rates for HUD-funded Construction contracts and maintain/provide all compliance documents as requested by the City. Davis-Bacon and Related Acts Wage Rate information can be found at the U.S. Department of Labor website:

<https://www.dol.gov/agencies/whd/government-contracts/construction>

**10.0 Compliance with Social Services Contracts Procurement Rules and Regulations**

Applicants must comply with all applicable procurement rules and regulations, including, but not limited to, the City of Albuquerque Procurement Rules and Regulations for the Department of Health, Housing & Homelessness, found at:

<https://www.cabq.gov/health-housing-homelessness/partner-resources>.

Applicants should also be guided by the Albuquerque Code of Ordinances, Article 5, which may be found at:

[http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerque/newmexicocodeofordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:albuquerque\\_nmc\\$anc=JD\\_TopofInfobase](http://library.amlegal.com/nxt/gateway.dll/New%20Mexico/albuqwin/cityofalbuquerque/newmexicocodeofordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:albuquerque_nmc$anc=JD_TopofInfobase)

## **11.0 Review Criteria and Scoring Process**

The City's Ad Hoc committee will review and score all projects received by the deadline that meet threshold criteria. The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected. Any resources not allocated under this RFP may be rolled over into future RFPs.

HHH staff and the City's Ad Hoc Committee will use the following appendices to evaluate the proposed projects and determine if each proposal meets the intent of the RFP:

- Project Application (**APPENDIX A**); and
- Multifamily Underwriting Template (**APPENDIX B**); and
- Project Scoring Matrix (**APPENDIX C**); and
- CHDO/AHDO Application (**APPENDIX D**); and
- Supporting Documentation (**APPENDIX E**); and
- HOME Cost Allocation Tool (**APPENDIX F**).

### **11.1 Review Process/Deadlines**

#### **a. Preliminary Staff Review**

Proposals will be initially reviewed by staff of the Department of Health, Housing & Homelessness to determine if the proposal is complete and conforms to this RFP. Completeness means that all required forms and attachments are included and comply with the *FCS Procurement Rule* and *Administrative Requirements*. Conformity means that the proposal has been prepared according to guidelines regarding length, organization, and format as specified in section 8.0 above. Incomplete (as defined in 11.0), nonconforming or late proposals may be deemed unresponsive.

#### **b. Review Panel**

The Department Director will, in writing, approve the composition of an ad hoc committee (minimum of 3 persons) from the Department of Health, Housing & Homelessness and may include a representative(s) from affected neighborhoods, constituents, service users and/or citizens that will review all proposals. The proposals will be rated according to the review criteria specified in section 10 above. Based on these ratings, the committee will recommend contract awards and amounts to the Director of the Department. A recommendation for award does not constitute an award of contract. The award occurs after a contract is negotiated and Approved by the City.

If, during the review process, additional information is needed regarding a proposal, the Department staff will request such information from the responder. In addition,

responders may be interviewed directly as part of the review process. Agencies will be advised of the time and date of such interviews.

During evaluation, proposals submitted shall be kept confidential. The Department will use its best efforts to restrict distribution to those individuals involved in the review and analysis of the proposals, but in any event, the City shall not be liable for disclosure of any information contained in the proposals during the review process. The proposals shall be open to public inspection after award of contract.

### **11.2 Competitive Considerations**

Proposals will be rated according to the review criteria in section 10.1 above. The Department may require responders being considered for an award to participate in interviews or other discussions to explain or verify any aspect of the proposal submitted. The Department reserves the right to reject any or all proposals. The Department may negotiate the terms of any proposal after making a recommendation of award, in order to development a contract in the best interest of the City or the target population. The Department may award more than one contract per Priority Activity.

### **11.3 Preferences**

According to City Ordinance § 5-5-17 and § 5-5-31 ROA 1994, Public Purchases, and § 13-1-22 NMSA 1978 for resident business and Veteran business, scoring preferences are available for procurements issued with local funding sources. This RFP is funded with local funds, and therefore, scoring preferences are available as referenced in **APPENDIX A**.

### **11.4 RFP Appeals Process**

Responders whose proposals are not selected may submit a written appeal. Letters of Appeal must be submitted and arrive in the office of the Department Director not later than ten (10) working days after receipt of the notice of non-selection. Letters must be specific as to the matter being appealed. Appeals not submitted in writing, not specific in nature, or which arrive late may not be considered. The Department Director's decision concerning the Appeal is final and will be provided within 30 days of receipt of the Appeal letter. Letters must be addressed as follows:

Gilbert Ramírez, Director  
Department of Health, Housing & Homelessness  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

The envelope must clearly indicate:

**APPEAL, HHH – Affordable Housing Development– RFP-2024-610--RG**

(All Appeals will be responded to by the Department Director in writing.)

### **12.0 Submission Process**



### **12.1 Submission Requirements**

Submit your complete proposal including all sections listed in Section 8 using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com).

#### **RFP Advisory to Offerors:**

Proposals must be received prior to **4:00 p.m. local time, August 2, 2024** via the City's eProcurement system, Bonfire. Proposals will not be accepted by the eProcurement system later than 4:00 p.m. local time, on **August 2, 2024** and will not be considered for award.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

### **12.2 Clarification**

Any explanation desired by a responder regarding the meaning or interpretation of this RFP must be requested in writing not less than five (5) working days prior to the hour and date specified for the receipt of proposals to allow sufficient time for a reply to each responder before the submission of their proposals. All inquiries must be directed to the Community Services Project Manager, through the Bonfire portal. Oral explanations or instructions given before the deadline for receipt of proposals will not be binding. Any information given in writing concerning this RFP will be furnished through the Bonfire portal if such information is necessary to responders in submitting proposals on this RFP or if the lack of such information would be prejudicial to uninformed responders.

### **12.3 Acknowledgment of Amendments to the Request for Proposal**

Receipt of an amendment to the RFP by a responder must be acknowledged (a) by signing and returning the amendment or (b) by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals and can be submitted as attachment to the Offer.

It is the responsibility of the Offeror to stay up to date with any clarifications or amendments to this RFP that may be posted on the Bonfire portal including addenda and information materials.

#### **12.4 Modification**

Proposals may be modified or withdrawn through the Bonfire portal provided such notice is received prior to the hour and date specified for receipt of proposals.

#### **13.0 PROPOSAL CHECKLIST**

Proposals must address all required areas listed in Section 8. Prior to submitting the proposal, Offerors are recommended to use the following checklist to ensure that the proposal contains all elements required for a complete submittal. Appendix numbers refer to the Department of Health, Housing & Homelessness forms included as attachments to this RFP.

Items in this checklist are part of the technical review of the Application, and failure to submit mandatory items may result in the Offer being deemed as non-responsive.

Additional items will be requested should your agency be recommended for award. Those items are detailed under the heading **“Requested Upon Recommendation for Award and Subsequent Contracting.”**

#### **13.1 MANDATORY DOCUMENTS TO BE SUBMITTED**

**The following must be uploaded in Bonfire:**

**□ APPENDIX A: Rental Development Application and included appendices listed below:**

- APPENDIX #8: Representations and Certifications**
- APPENDIX #9: Attachments on File for previously funded re-application**
- APPENDIX #10: Drug Free Workplace Requirement Certification Form**
- APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion Certification**
- APPENDIX #12: Certification of Receipt of Administrative Requirements**
- APPENDIX #13: Certification of Compliance with Federal Funding Requirements (IF APPLICABLE), Refer to Section 1.1 for further information**
- APPENDIX #14: City of Albuquerque Preference Affidavit of Eligibility (IF APPLICABLE)**
- APPENDIX #15: City of Albuquerque Substitute W-9**
- APPENDIX #16: Disclosure of Lobbying Activities**

- ❑ **APPENDIX #17: Pay Equity Reporting Form**
- ❑ **APPENDIX #18: UEI Number and SAM Registration Acknowledgement**
  
- ❑ **APPENDIX B: Multifamily Underwriting Template**
  
- ❑ **APPENDIX C: Scoring Matrix**
  
- ❑ **APPENDIX D: CHDO/AHDO Application**

### **13.2 SUGGESTED DOCUMENTS THAT MAY BE SUBMITTED**

- ❑ **APPENDIX E: Any (applicable) supporting documents not provide in APPENDIX A or APPENDIX D, such as:**
  - Copy of the organization's IRS Certificate of Non-Profit Incorporation
  - Copy of the organization's Articles of Incorporation filed with the State of New Mexico
  - Copy of the organization's By-Laws.
  - Copy of the organization's Applicable Licenses
  - Copy of the organization's Listing of Current Board Members
  - Copy of the organization's Current Organization Chart
  - Copy of the organization's Travel Reimbursement Policies (if Applicable)
  - Copy of the organization's written accounting policies and procedures, which include procurement procedures.
  - Copy of the organization's personnel policies and procedures.
  - Copy of the organization's conflict of interest policy.
  - Copy of the organization's New Mexico Certificate of Good Standing
  - Copy of the organization's Job Descriptions / Résumés of Key Personnel
  - Copy of the organization's most recent audit or applicable financial statement
  - Copy of the organization's Unique Entity Identifier and SAM Registration
  - Copy of commitment letter from funding source(s)
  - Copy of lead-based paint test survey and testing results
  - Copy of summary of findings of Phase I Environmental Assessment
  - Any Applicable Maps
  - Copy of documentation of source of utility allowance calculation
  - Copy of Market Study
  - Copy of Green Building Certification
  - Any Architectural Plans, elevations, renderings, etc.
  - Any Evidence of Community Outreach
  - Written Authorization of Eligibility from the Director of the Department for entities that have had an Agreement terminated by the City for cause within last two (2) years, if applicable.
  - Acknowledgment of Amendments to the RFP, if applicable.



# City of Albuquerque


## Department of Health, Housing & Homelessness

Timothy M. Keller, Mayor

### Interoffice Memorandum

October 1, 2024

**To:** Gilbert Ramírez, Director

**From:** Rick Giron II, Community Services Project Manager 

**Subject:** Recommendation of Award for Affordable Rental Housing Development Project Request for Proposals (RFP-2024-610--RG)

On July 1, 2024, our department released the **2024 Affordable Rental Housing Project Utilizing HOME Investment Partnerships Funding Request for Proposals (RFP-2024-610--RG)**, to provide up to **\$2,769,209** of HOME Investment Partnerships grant funding from the U.S. Department of Housing and Urban Development. The scope of the RFP was for the new construction or acquisition/rehabilitation and/or preservation of multi-family housing development(s) in Albuquerque. The RFP closed on August 2, 2024 and resulted in the receipt of four (4) proposals.

The department utilized the City's eProcurement system for this RFP and all proposals were distributed to the Ad Hoc Committee. Each committee member reviewed the proposals individually and then met several times to discuss each proposal. On September 30, 2024, the Ad Hoc committee reviewed the final scores for each project. There was a consensus of the committee of the final scores with the highest score prevailing. The results of the project scoring provided by the eProcurement system are as follows:

SCORE	PROJECT	DEVELOPER	TOTAL UNITS PROPOSED	AFFORDABLE UNITS PROPOSED	AMOUNT REQUESTED
229	Somos Apartments	Sol Housing	70	59	\$2,769,209
226	Uptown Connect	Family Housing Development Corp. (& Palindrome)	239	203	\$2,537,232
205	San Mateo Manor	Newlife Homes (& Spire Dev.)	52	52	\$2,423,363
135	Edward Romero Terrace II	Elderly Housing Development & Operations Corporation	40	40	\$2,700,000

The project application submitted by Sol Housing, titled **Somos Apartments**, scored the highest of the four proposals, with an average final score of 229 out of a possible 235 points. The proposed project is a mixed-use, mixed-income, new construction development that includes a total of 70 units. Of those, 59 units will be restricted to senior households at 50% of the Area Median Income (AMI) or below, including 21 units restricted at 30% AMI. The remaining 11 units will be unrestricted at Market Rate. All residential units will be one-bedroom and the ground level commercial space will be approximately 1,000 square feet. The Somos Apartments project was previously awarded \$2,409,978.54 under RFP-2024-511--RG, \$1,000,000 under RFP-2024-600--RG, and a 2024 Low Income Housing Tax Credit (LIHTC) award from the Housing New Mexico (MFA). The Somos project requested **\$2,769,209** to supplement the award, which will close the financing gap, so that the project can proceed.

The project application submitted by Family Housing Development Corporation in partnership with Palindrome Properties Group, LLC titled, **Uptown Connect**, scored the second out of the four proposals, with an average final score of 226 points out of a possible 235 points. The proposed mixed-use project is the new construction of 239 housing units, of which 203 units to serve households at or below 80% AMI. The Uptown Connect will include 16,800 square feet of commercial space, including ten micro-retail and seven micro-restaurant spaces. The development also incorporates the Uptown Transit Center into the numerous amenities anchored by the five-story and seven-story residential buildings. The Project proposes 62 studio, 70 one-bedroom, 94 two-bedroom, and 116 three-bedroom housing units. The Uptown Connect project requested **\$2,537,232**, as the *local contribution* to apply for 4% LIHTC from the MFA.

The project application submitted by Newlife Homes, Inc. in partnership with Spire Development, Inc., titled **San Mateo Manor**, scored third out of the four proposals, with an average final score of 205 out of a possible 235 points. The proposed project is the new construction of 52 senior housing units to serve households at or below 60% AMI. The Project proposes 40 one-bedroom units and 12 two-bedroom units. The San Mateo Manor project requested **\$2,423,363**, as the local contribution to apply for 9% LIHTC from the MFA.

The project application submitted by Elderly Housing Development & Operations Corporation (EHDOC), titled **Edward Romero Terrace II**, scored fourth out of the four proposals, with an average final score of 135 out of a possible 235 points. The proposed project is the new construction of 40 senior housing units to serve households at or below 60% AMI. The Project proposes all one-bedroom units. The Edward Romero Terrace II project requested **\$2,700,000** as the *local contribution* to apply for 4% LIHTC from the MFA.

(RECOMMENDATION ON FOLLOWING PAGE)




**RECOMMENDATION:** The RFP states that, “The project with the highest overall score will receive a recommendation of funding award. Depending on the funding levels requested, multiple projects may be selected.” Based on its evaluation of all proposals, the Ad Hoc Committee recommends that the highest scoring project receive award:

- 1. The **Somos Apartments project should be awarded \$2,769,209.00**

The Ad Hoc Committee is confident that the Somos Apartments project addresses the intent of the RFP and the overall housing needs of the community. If funding is awarded to the Somos Apartments project, there will be no funding remaining under this RFP.

If the recommendation of award is approved, department staff will notify all respondents of the results of the RFP and will begin the 10-day Appeal Period.

RECOMMENDED BY AD HOC COMMITTEE:

-  Marion Velasquez, Fiscal Analyst II
-  Yolanda Krantz, Management Analyst II
-  Rick Giron, Community Services Project Manager

RECOMMENDED BY DIVISION MANAGER:

-  Monica Montoya, Community Development Manager

APPROVED:

  
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Gilbert Ramírez, Director

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# **Rental Development Project Application for PY2024 Affordable Rental Housing Project Utilizing HOME Investment Partnerships Program**

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**July 2024**

# Section 1: Applicant Information

## 1. Applicant Information

Applicant Name: Sol Housing	
Applicant Address: 320 Gold Avenue SW, Suite 918	Applicant City, State, Zip: Albuquerque, NM 87102
Applicant Contact Person: Felipe Rael	Application Date: Aug. 2, 2024
Applicant Contact Phone Number: 505.244.1614	Applicant Contact Person email address: info@solhousing.org

## 2. Partnership/Borrower/Project Ownership Information

Will a partnership be formed with a not-for-profit or a for-profit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the information below.
Name of Partnership: Somos Apartments Limited Partnership LLLP
Address of Partnership 320 Gold Avenue SW, Suite 918, Albuquerque, NM 87102
Will a sponsor loan structure to the partnership be needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Attach a copy of any developer partnership agreements, operating agreements or Memorandums of Understanding with other not-for-profits and for-profits related to this project under <b>APPENDIX E: Supporting Documentation</b> . Attachment: 01.02 Somos Apartments Partnership Agreement

If a partnership or LLC, name all partners and their respective percentage of ownership:	
Name	% of Ownership
TBD LIHTC Investor (limited partner)	99.99%
Somos Apartments LLC (General Partner)	0.01%

<p>Please describe who will hold title to the completed project and the manner in which it will be held:</p> <p>Somos Apartments Limited Partnership LLLP, a New Mexico limited liability partnership, by Somos Apartments LLC, its general partner, and by Sol Housing, its manager who will own 100% of the limited liability company general partner.</p>
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### 3. Development Team Information

The Applicant must comply with any applicable requirements in the *Administrative Requirements* regarding procurement when assembling the Development Team. The most current version of the *Administrative Requirements* may be found here: <https://www.cabq.gov/family/partner-resources/administrative-requirements>

APPLICANT	
Name: Sol Housing	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  <b>Not Applicable</b>	

OWNER	
Name: Somos Apartments Limited Partnership LLLP	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  TBD LIHTC Investor 99.99% (Limited Partner) Somos Apartments LLC 0.01% (General Partner)	

GENERAL PARTNER or MANAGING MEMBER	
Name: Somos Apartments LLC	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  Sol Housing will own 100% of the General Partner interest.	

DEVELOPER	
Name: Sol Housing	Phone: 505.244.1614
Address: 320 Gold Ave SW, Ste 918, Albuquerque, NM 87102	
Contact Person: Felipe Rael	Contact Person Title: Executive Director
Contact Person Phone Number: 505.244.1614	Contact person email address: info@solhousing.org
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):  <b>Not Applicable</b>	

CO-DEVELOPER	
Name: <b>Not Applicable</b>	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

DEVELOPMENT CONSULTANT	
Name: <b>Not Applicable</b>	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

GENERAL CONTRACTOR	
Name: <b>TBD</b>	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:
List all owners, officers, and affiliates of the General Contractor with controlling interest or that hold percentages of equity (indicate respective percentages):	

ENERGY CONSULTANT	
Name: Green Insight, LLC	Phone: 833.476.8326
Address: 10008 Quintessence Rd NE, Albuquerque, NM 87122	
Contact Person: Ryan Moore	Contact Person Title: LEED for Homes QAD, Green Rater, HERS Rater
Contact Person Phone Number: 833-GRN-TEAM (476-8326) ext. 700	Contact person email address: rmoore@thegreeninsight.com

ARCHITECT	
Name: Hartman + Majewski Design Group	Phone: 505.242.6880
Address: 120 Vassar Dr SE, Suite 100, Albuquerque, NM 87106	
Contact Person: Doug Majewski	Contact Person Title: President
Contact Person Phone Number: 505.998.6431	Contact person email address: dmajewski@designgroupnm.com

MANAGEMENT COMPANY	
Name: Monarch Properties, Inc.	Phone: 505.260.4800
Address: 1720 Louisiana Blvd NE, Ste #402, Albuquerque, NM 87110	
Contact Person: Jack MacGillivray	Contact Person Title: Vice President
Contact Person Phone Number: 505.260.4800	Contact person email address: jmacg@monarchnm.com

SYNDICATOR	
Name: TBD	Phone:
Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact person email address:

#### 4. Capacity

Provide a narrative description of the Development Team's organizational capacity and the role to be play be each key member:

Sol Housing (Sol) was incorporated in 1993 as a 501(c)(3) non-profit corporation and was Albuquerque's first citywide Community Housing Development Organization (CHDO). Working primarily in Albuquerque's older neighborhoods, Sol oversees the design, construction, and operations throughout the affordability period of new, affordable rental homes and developments. To date, Sol has developed and/or sponsored 948 affordable and market-rate rental units and 98 affordable and market-rate single family homes.

In 1996, Sol developed its first Low Income Housing Tax Credit (LIHTC) development with the 214-unit Bridgepoint Apartments. From 1996 to 2008 the organization primarily developed single family homes and townhomes and created homebuyer programs to enable families to purchase their first home. Since 2010, Sol has developed 9 apartment communities totaling 722 new affordable housing units and 12 rehab units, funded with Low Income Housing Tax Credits and City of Albuquerque funds (HOME, Workforce Housing Trust Fund and Affordable Housing Fund 240). We have successfully leveraged HOME dollars for four of our current properties, Cuatro, Plaza Feliz, Luminaria Senior Community, and PAH! Hiland Plaza, and two that are in development, Farolito Senior Community and Somos Apartments.

Sol is committed to building a better Albuquerque. In our 2024-2028 Strategic Plan, we envision a future where everyone can create community, connection, and joy in a home of their choice. To that end we established specific action steps to strengthen a diverse staff and board that will inform best practices for more diverse and equitable opportunities. We regularly engage with Neighborhood Associations before, during, and after the development process. Community meetings are conducted as listening sessions to ensure we are taking the needs and wants of our neighbors into account as we move forward with our development plans. Once our communities are placed in service, we continue to be good neighbors. Our Enrichment Services Coordinators are members of or attend Neighborhood Association meetings. We host neighborhood events at our properties, maintain our properties as clean and litter-free, and promote the security and safety of our residents.

Executive Director, Felipe Rael has over 20 years of housing finance expertise including Low Income Housing Tax Credits, bond financing, the Federal Home Loan Bank of Dallas Affordable Housing Programs, and the State of New Mexico affordable housing development programs. Director of Housing Development, Miriam Hicks, RA, is a licensed Architect with 24 years in the design and construction industry and oversees the development of our apartment communities from site identification to design and construction. Deputy Director of Operations, Kelle Senyé, is a licensed CPM® and ARM® with over 30 years in the apartment industry who lends her expertise in the overall operations of the apartment communities, marketing, and social service delivery. Director of Community Relations, Laurie Frappier, is a nonprofit leader who provides community outreach and communications for the organization. Rita Gonzalez, Controller is a Certified Public Accountant with over 35 years of accounting experience. Enrichment services coordinators DuJuan McCoy and Kenzie Davison provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

In addition to its internal development team, Sol partners with local leaders in affordable housing development and operations and each have experience working with us on federally funded projects. We require that our architects and contractors carry the pass-through Federal requirements in their contracts. The development team will work closely with Hartman + Majewski Design Group, Green Insight, and Monarch Properties, previous partners on Sol's affordable housing development projects. Hartman + Majewski Design Group was the design team for Plaza Ciudadña, Casa Feliz, and PAH! Hiland Plaza. They are a trusted team excited to contribute their design expertise to provide beautiful new rental homes for Albuquerque seniors and veterans. Green Insight provides technical assistance for environmental considerations. Monarch Properties are specialists in full-service multifamily apartment management, whom Sol has partnered with for all its apartment communities since 2010 serving seniors, households with special needs, and households with children.

Attachment: Appendix E 01.05 Resumes

## 5. Experience

Provide a narrative description of the Development Team's experience with the type of project being proposed. If development team experience is not consistent with the experience required for the project being proposed, please provide details regarding how you plan to gain expertise in the proposed program, in order to ensure that the team is competent in developing and managing the property in compliance with program requirements.

The development team experience is consistent with the experience with development and management required to ensure compliance with program requirements. Sol is an active CHDO and has experience in developing, owning, and operating these affordable housing developments in Albuquerque:

- Plaza Feliz (2011) – 66 units
- Plaza Ciudadana (2014) – 68 units
- Cuatro (2016) – 56 units
- Casa Feliz (2017) – 89 units
- Sterling Downtown (2018) – 107 units
- Luminaria Senior Community (2022) – 92 units
- PAH! Hiland Plaza (2023) – 92 units
- Farolito Senior Community (2024) – 82 units (under development)

Provide resumes for key development team members under **APPENDIX E: Supporting Documentation**.

Attachment: Appendix E 01.05 Resumes

## 6. Procurement Process

Describe the process for assembling the Development Team:

Sol has a proven thirty-one-year track record, and our success is through a combination of long-term partners and competitive processes for selecting new ones. Sol has selected current team member firms based on their experience and long-term performance with Sol since 2010. Monarch Properties, Inc. is our third-party management group. Monarch has successfully managed all Sol properties, starting with Plaza Feliz and continuing through our most recent lease-up, PAH! Hiland Plaza. Green Insight serves as our energy efficient consultant based on their experience with HERS & LEED, but also the local building science knowledge based on the local climate.

In compliance with Sol's procurement process approved by the Sol Board of Directors, Hartman + Majewski Design Group (DG) was selected as architect through a competitive qualifications review, and based on their performance with Plaza Ciudadana, Casa Feliz, and PAH! Hiland Plaza through. Dan Pick serves as tax counsel based on his experience working with the City of Albuquerque, MFA, and financial partners. Sol will issue a competitive process for the selection of construction manager based on Sol's procurement procedures approved by the Sol Board of Directors. Since we recently received an allocation of tax credits, Sol will issue a competitive process for equity investor and construction/permanent lender.

# Section 2: Project Information

## 1. Project Overview

Project Name: Somos Apartments	
Provide a narrative overview of the proposed project:  Somos will have 70 units for seniors 55+, with a veteran preference and is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one- bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.	
Project Address: 7200 Central Avenue SE	Project City, State, Zip: Albuquerque, NM 87108
Census Tract(s): 6.05	Census Block Group(s):
Total Number of Units: 70	Total Affordable Units: 59
Total Market Rate Units: 11	Total Handicap Accessible Units: 7 units Type A = 10%
Total Land Area: 0.949 acres	Building Square Footage: 63,399
Number of Floors in Tallest Building 4	Number of Elevators: 2
Structural System: Wood-frame	Exterior Finishes: Stucco, Glass, TPO roof

## 2. Proposed Improvements

Please check all that are applicable to the project: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Detached <input type="checkbox"/> Semi-Detached Duplex <input type="checkbox"/> Rehabilitation of Existing Building <input type="checkbox"/> Manufactured/Modular/Mobile <input type="checkbox"/> Townhome <input checked="" type="checkbox"/> High rise (4 stories or more) <input type="checkbox"/> Midrise (2-3 stories) <input type="checkbox"/> Other (please describe):
Is any portion of the building used for other than habitable residential purposes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please explain:

~1,000 sf leased commercial space

### 3. Acquisition of Property with Existing Buildings

Please designate project type: ☐ Acquisition/Rehab ☐ Acquisition/Demolition/New Construction

**Not Applicable**

Are buildings currently vacant? ☐ Yes ☐ No

Does this project involve relocation of current occupants? ☐ Yes ☐ No

If "Yes", does the project comply with the Uniform Relocation Assistance & Real Property Act of 1970?

☐ Yes ☐ No

Please describe the proposed relocation assistance and plan. If no relocation is necessary provide a statement of non-displacement. If proposed project is to be federally funded it must comply with the displacement, relocation, and acquisition requirements implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201- 4655) and implementing regulations at 49 CFR Part 24. If funded with non-federal resources, the project must comply with any State or City of Albuquerque relocation requirements.

Has a funding source for the relocation assistance source been identified? ☐ Yes ☐ No

Name the funding source for relocation assistance:

Provide commitment letter from funding source(s) under **APPENDIX E: Supporting Documentation.**

If vacant, indicate the last date of occupancy:

Year Construction was completed:

If building was constructed prior to 1978, please respond to the following:

Has the property been tested for lead-based paint? ☐ Yes ☐ No

Provide copy of lead-based paint test survey and testing results (pre-1978 – all painted surfaces) under **APPENDIX E: Supporting Documentation.**

Has the building been tested for asbestos? ☐ Yes ☐ No

Provide copy of asbestos testing results under **APPENDIX E: Supporting Documentation.**

Has a Phase I Environmental Assessment been completed? ☐ Yes ☐ No

Provide copy of summary of findings of Phase I Environmental Assessment under **APPENDIX E: Supporting Documentation.**

Property was acquired from: ☐ a related party ☐ an unrelated party

Is the project a historic building? ☐ Yes ☐ No

Is the property located in a historic district? ☐ Yes ☐ No

Was the property previously subsidized with federal funds? ☐ Yes ☐ No

If "Yes", please specify the source of funding and the year the funding was provided:



#### 4. Zoning

Specify the zoning for the development site:

Mixed-Use Medium Intensity (MX-M)

**Provide a map to show current zoning under APPENDIX E: Supporting Documentation.**

Attachment: Appendix E 02.04 Zone Atlas Map

Is the zoning consistent with the development being proposed? ☒ Yes ☐ No

If "No", provide narrative on the status and anticipated date of resolving all zoning inconsistencies:

Not Applicable

#### 5. Utilities & Site Information

Are all utilities available to the perimeter of the site? ☒ Yes ☐ No

If "No", please specify which utilities need to be brought to the site: Not Applicable

Please indicate who is responsible for bringing utilities to the site: Developer

Specify the conditions that must be met to develop the site:

The site is currently vacant with portions of the building slab and asphalt remaining from the original use as a liquor store and bar.

Disclose any other site conditions, development/other limitations, or environmental concerns: None

Is project located in a Qualified Census Tract or a Difficult to Develop Area as currently identified/defined by HUD? ([https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html))

☒ Yes ☐ No

Attachment: Appendix E: 02.05 QCT Map

#### 6. Occupancy Information

Bedroom Size	Total Units	# of Units at or below 30% AMI	# of Units at or below 50% AMI	# of Units at or below 60% AMI	# of Units at or below 80% AMI	# of Units at Market Rate or Unrestricted
0						
1	70	21	14	24		11
2						
3						
4						

#### 7. Special Needs Tenants or Target Populations

Number of Units	Population Type
70	Seniors 55+

Describe any supportive services that will be provided to the target population and who will provide the supportive services:

First Nations will provide quarterly health screenings and technology training. Guillermina Osaria will provide financial literacy services and end of life planning quarterly, as well as Medicare/Medicaid eligibility and enrollment assistance twice per year. Raimundo Rodriguez will provide Zumba classes to fulfill health education bi-monthly. Outdoor gardening will be provided by a professional gardener through Yellowstone Landscape. The Enrichment Services Coordinator, an employee of Sol Housing, will coordinate these services for seniors.

#### 8. Appliances and Amenities Provided Without Additional Charge

Amenity/Appliance	Market Units		Affordable Units	
	Yes	No	Yes	No
Refrigerator	X		X	
Gas Range		X		X
Electric Range	X		X	
Dishwasher		X		X
Disposal		X		X
W/D Hookups	X		X	
A/C	X		X	
Evaporative Cooling		X		X
Carpet		X		X
Drapes/Shades	X		X	
Exhaust Fan	X		X	
Range Hood	X		X	
Other (please list): Washer/Dryer in unit	X		X	

## 9. Monthly Utility Allowance Calculations

Utilities	Type of Utility (Gas, Electric, etc.)	Utilities Paid By:		Utility Allowance by Bedroom Size				
		Owner	Tenant	1 BR LIHTC/HOME		1 BR PBV		
Heating	Electric Heat Pump		X	15		15		
Evaporative or A/C	Electric		X	7		7		
Cooking	Electric		X	5		5		
General electric	Electric		X	19		20		
Hot Water.	Electric	X						
Water/Sewer		X						
Trash		X						
Service Charge	Electric		X	7		8		
Total Utility Allowance for Units				\$53		\$55		
				Local PHA		Utility Co		Other
Source of Utility Allowance Calculation				X <sup>1</sup>				X <sup>2</sup>
Provide documentation of source of utility allowance calculation under <b>APPENDIX E: Supporting Documentation.</b> Attachment: 02.09 UA Calculations Somos								
<sup>1</sup> ABQ Housing Authority UA schedule <sup>2</sup> Zeffert & Associates 3 <sup>RD</sup> party UA report								

## 10. Market Study

Is there a Market Study, dated no more than 6 months prior to application date, that demonstrates a need for affordable housing for the proposed population at the proposed location? ☒ Yes ☐ No

If a current Market Study is available, provide a copy under **APPENDIX E: Supporting Documentation.**  
Attachment: 02.10 Market Study Somos

*If a current Market Study is not available at the time of application, Applicant will be required to provide a Market Study demonstrating a need for affordable housing for this population at the proposed location prior to preparation of a development agreement.*

## 11. Development Schedule

Provide a brief narrative overview of the development schedule, and complete the development schedule chart below:

Somos has already secured site control and a significant portion of the funding sources for development. Somos received awards through competitive process from the City of Albuquerque for the land from the Metropolitan Redevelopment Agency and for pass-thru funding (HUD HOME) from the Dept of Health, Housing and Homelessness in 2023, and successfully received a 2024 9% tax credit allocation for a target population of seniors 55+ awarded by MFA in May 2024. The project-based vouchers and Authority to Use Grant Funds have also been awarded. We will submit for building permits by early September with estimated 14 weeks for permit ready letter. With this HOME award as the final gap funding Sol anticipates closing and starting construction in December 2024, achieving final completion by June 30, 2026.

			Date	Comments
A.	Site Acquisition		12/04/2023	MRA Development Agreement
B.	Financing			
1.	Construction Loan			
	Closing Date:		12/01/2024	
2.	Partnership Closing			
	Closing Date:		12/01/2024	
3.	Permanent Loan			
	Commitment Date:		12/01/2024	
	Closing Date:		01/01/2027	
4.	Other			
	Source of Funds:	9% LIHTC		
	Firm Commitment/Award Date:		5/16/2024	
5.	Other			
	Source of Funds:	HUD HOME		
	Firm Commitment/Award Date:		12/13/2023	
6.	Other			
	Source of Funds:	PBV		
	Firm Commitment/Award Date:		12/20/2023	
7.	Other			
	Source of Funds:	Coronavirus Relief		
	Firm Commitment/Award Date:		08/01/2024	
C.	Environmental Review Completed		03/15/2024	
D.	HUD Authority to Use Grant Funds Issued		03/15/2024	
E.	City Council funding appropriation approval		12/16/2024	
F.	Plans Submitted to the City		09/01/2024	
G.	Building Permits Issued		12/18/2024	
H.	Notice to Proceed Issued		12/18/2024	
I.	Start of Construction		12/18/2024	
J.	Completion of Construction		06/30/2026	
K.	Estimated Placed-in-Service Date		06/30/2026	
L.	Estimated Lease-Up Date		09/30/2026	

# Section 3: Threshold Criteria

**INSTRUCTIONS:** Provide a comprehensive **Narrative** explaining in detail the responses to the Threshold Criteria as listed below. The Narrative responses to the Threshold Criteria shall be included in **APPENDIX A – Application** and any corresponding documents necessary for justification shall be included in **APPENDIX E - Supporting Documentation** and will be by the City as the basis for advancing to the Scoring portion of the application.

An Applicant Checklist with Threshold Criteria is included **APPENDIX C – HHH Affordable Housing Request for Proposals Scoring Matrix**.

## **THRESHOLD CRITERIA:**

1. Applicant shall demonstrate that it has a stated housing mission in its organizational documents and that it is a not-for-profit or a governmental entity. A not-for-profit must be authorized to do business in New Mexico and have received an Internal Revenue Code 501 (c)(3) or (c)(4) designation. Corporations who have received a different 501(c), such as a (c)(6), may qualify on a case-by-case basis as a not-for-profit; however, approval shall be sought and obtained from the Department during the application process. Additionally, not-for-profits must also demonstrate that meets the requirements of a not-for-profit Community Housing Development Organization (CHDO) or an Affordable Housing Development Organization (AHDO) by completing all documentation in **APPENDIX D – CHDO/AHDO Application**.

Sol Housing has a stated housing mission in its Articles of Incorporation. Sol Housing (fka Greater Albuquerque Housing Partnership) was classified as a 501(c)(3) by the Internal Revenue Service in September 1993. A Certificate of Amendment was filed on February 28, 2024, changing the name of the organization to Sol Housing. An updated IRS letter is attached, and the amended Articles of Incorporation and current Certificate of Good Standing from the New Mexico Secretary of State are on file per Appendix #9.

Attachments:

- APPENDIX D: CHDO Application
  - Appendix 9: IRS letter
  - Appendix E: T3.01 Evidence of stated housing mission
2. Applicant shall demonstrate that the project complies with HOME Cost Allocation regulations by completing **APPENDIX F- HOME Cost Allocation Tool** AND that it does not exceed the limits stated in **APPENDIX G - HOME Per-Unit Subsidy Limits**. Additionally, the completed project shall also comply with the HOME Income and Rent Limits provided in **APPENDIX H – HOME Income and Rent Limits**.

The project complies with **Appendix F – HOME Cost Allocation Tool** by utilizing the ‘Hybrid Method’ and the developer has selected floating HOME units. The community will offer 1-bedroom (~569sqft) units

making substitutions to a comparable unit more than reasonable. Compliance will be documented through the Customer Management System (CMS). The household income and assets will be verified at move-in and annually, which is tracked by the CMS and will be assigned as a HOME unit when that designation is available. The waiting list for filling future HOME units is kept by date and time of application.

The project complies with **Appendix G HOME Per-Unit Subsidy** given that current HOME award of \$2,409,978.54 plus the additional \$2,769,209 increases the HOME award request to \$5,179,188; which is 20.4% of \$25,287,327 Total Development Costs. 20.4% of 70 units would require 14.3 HOME units. Utilizing the 2024 HOME Maximum Per-Unit Subsidy limits per RFP Section 4.2.1 of \$208,048.80 for one bedroom requires at least 25 HOME units. Of the total 25 HOME units, 20% required 5 Low HOME units leaving 20 High HOME. We are designating 20 High HOME and 5 Low HOME 1BD units to be compliant with Appendix G HOME per unit subsidy limits.

The project complies with **Appendix H – HOME Income and rent Limits**, evidenced by the ‘Rents & Income’ tab in Appendix B: Multifamily Underwriting Somos. The High HOME Program Rent limit is \$1,005 per unit and we are forecasting rent at or below the High HOME unit rent, before utility allowances. Furthermore, in order to comply with 90% of all HOME units rented and occupied to households with less than 60% AMI in Threshold Criteria #7, we are forecasting rents at or below the LIHTC 60% AMI rent limit of \$972. The Low HOME Program Rent limits are \$810 for one-bedroom units and we are forecasting rent at or below the Low HOME unit rent, before utility allowances. Finally, the Low HOME rents will also be compliant with the HOME Program Rule as these are forecasted below the LIHTC 50% AMI rent limit of \$810.

Unit Type	Underwritten Rent Level	# of Units	Square Footage per Unit	Gross Rent, per unit, per month	Monthly Utility Allowance	Net Rent After Utilities, per unit, per month
1 BR LIHTC	93% of LIHTC 60 AMI	4	569	\$900	\$53	\$847
1 BR High HOME LIHTC	90% of High HOME	20	569	\$900	\$53	\$847
1 BR Low HOME LIHTC	93% of Low HOME	5	569	\$750	\$53	\$697
1 BR LIHTC	100% of Project Based Vouchers 50	9	569	\$1,036	\$55	\$981
1 BR LIHTC	100% of Project Based Vouchers 30	16	569	\$1,036	\$55	\$981
1 BR LIHTC	93% of LIHTC 30 AMI	5	569	\$450	\$53	\$397

Attachments:

- APPENDIX B: Multifamily Underwriting Somos
- APPENDIX F: HOME Cost Allocation Somos

3. Applicant shall demonstrate that it has capacity and experience with developing, owning, and managing affordable housing. If applicant lacks capacity and/or direct experience, it has partnered with another entity that has the capacity and experience to essential expertise to the project.

Sol has demonstrated that it has the capacity and experience with developing, owning, and managing affordable housing. Please refer to **Sections 1.4 Capacity** and **1.5 Experience** above.

Attachment: Appendix E: 01.05 Resumes

4. If applicant is partnering with another entity to provide essential expertise: the Applicant shall demonstrate that it will hold a 51% or greater interest in a partnership, the Applicant will materially participate in the Project, and the Applicant will receive a minimum of 10% of the developer fee as identified in the project budget.

The Applicant is not partnering with any other entity. Sol Housing is the sole developer and owns 100% of the General Partner interest and will receive 100% of the developer fee identified in Appendix B, Tab 'Development Costs'.

5. Applicant shall demonstrate that it and/or its Partnership has site control Applicant demonstrates that it and/or its Partnership has site control and demonstrates that the subject property conforms to local zoning and development requirements and HUD-specified review factors that complies with HOME Site and Neighborhood Standards review requirements.

The site upon which Somos Apartments are to be newly constructed is a City-owned parcel controlled by the City of Albuquerque Metropolitan Redevelopment Agency (MRA). The mechanism by which Sol Housing may use the land for Somos has been established through a competitive public process issued by the MRA resulting in a development agreement and transfer by deed of the land.

This building placement and massing reinforces the IDO's form-based zoning for mixed-use, medium intensity (MX-M) development designed to offer an external urban edge and pedestrian streetscape with landscape buffer and street trees along Central Avenue and Alcazar Street, while providing a protected inner courtyard where the resident entry is shielded from the traffic and noise along Central Avenue. The use of stucco, glass, painted mural, metal trellis and fabric awnings, along with undulating steps in the building façade, combine to create dynamic building elevations that benefit the surrounding community by reflecting the colors and images of the culturally rich neighborhood, and by improving lighting and landscaping for a walkable and pedestrian scaled built environment. Outdoor seating and shade trees, large, glazed storefronts for local businesses with colorful awnings and building signage will provide appealing and relevant retail venues to explore and make into a community destination.

Somos complies with all six criteria of the HUD HOME Site and Neighborhood Standards in accordance with 24 CFR 983.57(e) of the project location. Below are the excerpts of the six criteria along with supporting narratives, census data and neighborhood information for the Somos site.

**(1) "The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site."** The site is a 0.949-acre parcel, rectangular in shape, with the north property boundary along Central Avenue and the west property line along Alcazar Street. Multifamily housing bounds the site to the east and commercially developed properties are located to the west and south of the site boundaries. The existing site grading is flat with very good sun exposure. The site and all surrounding parcels are zoned for medium density mixed-use development (MX-M), appropriate

zoning for mixed-use multifamily with a compact building footprint and reduced total parking requirement. The vehicular and pedestrian access to the site will be from Alcazar Street, within ¼ mile of a major transit corridor with frequent public transportation service. The site was previously developed as the Blue Spruce Lounge which was condemned and demolished by the City of Albuquerque in 2004. Most site utilities are stubbed within the sidewalk along Alcazar Street and Central Ave. Electrical is available along an overhead line along the west side of Alcazar Street.

***(2) “The site must not be located in an area of minority concentration, except as permitted under paragraph (e)(3) of this section and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.”***

The site is located within a census tract (6.05) with 26.2% White alone and 57.3% Hispanics or Latinos, a common composition in Albuquerque. More notably, the inclusion of Black person (8.5%), American Indians (8.8%) and Asians (5.6%) demonstrate the diversity of this area. The area is not of minority concentration and is located in a racially mixed area where the increase of residents will not significantly impact the racial composition of the area as new residents will follow the same racial mix that already live in the area.

***(3) “A project may be located in an area of minority concentration only if: (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration (see paragraph (e)(3)(iii), (iv), and (v) of this section for further guidance on this criterion); or (ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market....”*** HUD definition of minority concentration as it relates to site selection: A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities, is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a MSA) as a whole. The site is in an area representative of the jurisdiction defined as the City of Albuquerque. Percentages of demographic characteristics as compared between census tract 6.05 and the City of Albuquerque (or to the expanded housing market of Bernalillo County) differ less than 20% points.



Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract 6.05	Housing Market Area Albuquerque MSA	Expanded Housing Market Area Bernalillo County
% White	NA	NA	26.2%	36.4%	35.8%
% Black or African American	NA	NA	8.5%	4.6%	5.0%
% Hispanic or Latino	NA	NA	57.3%	50.0%	50.9%
% Asian	NA	NA	5.6%	3.8%	4.4%
% American Indian or Alaskan Native	NA	NA	8.8%	9.1%	8.2%
% Native Hawaiian or Pacific Islander	NA	NA	0.0%	0.4%	0.4%
%Persons with Disabilities	NA	NA	15.5%	16.5%	16.2%
% Families with Children under the age of 18	NA	NA	25.3%	26.2%	24.7%

***(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.***

The site is in a Qualified Census Tract that has been denied investment of new housing supply because of this requirement for the location to be of higher opportunity and not containing a high proportion of low-income persons. Most of the housing in the area is aging, naturally occurring affordable housing. New construction of a mixed-use and mixed income community along the transit corridor improves housing choice for the area and provides greater opportunities for households to have convenient access to area services including the commercial businesses that will occupy the commercial mixed-use spaces incubated from the local area and serving the local area. Additionally, given the dire need of housing serving very low and extremely low incomes, the opportunity for a mixed income community encourages upward mobility of lower income households. Access to transit, especially at zero-fares, allows residents to access jobs and education in higher income neighborhoods that are not incentivized for affordable housing development throughout the city.

***(5) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.***

The site was previously developed as the Blue Spruce Lounge which was condemned and demolished by the City of Albuquerque in 2004. The site has remained vacant and underutilized for 20 years as the City of Albuquerque sought development opportunities that provided greater housing density, reduced dependance on automobiles and contained an income generating commercial space that benefits the surrounding neighborhood as well as community residents. In August of 2023, our proposal for Somos was determined to be responsive to the Metropolitan Redevelopment Agency with the City of Albuquerque and referred for approval to proceed into a Development Agreement with the City of Albuquerque.

The site is located within the Near Heights Metropolitan Redevelopment Area (MRA) and contributes toward the MRA goals to clean-up under-utilized and vacant properties, remove blighted conditions, improve public sidewalks to be pedestrian friendly and accessible. More significantly, the proposed mixed-use, mixed income community reinforces the diverse and culturally rich community and area business of the International District to evolve the area into a destination not just for local residents but for regional and national visitors as well.

***(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.***

The International District in Albuquerque is special through the cultural diversity available in grocery stores, restaurant options, centers of spiritual celebration, multilanguage service providers, daycare centers and other necessary daily services that reflect the 70+ cultures documented with the community. Somos will be the first new construction of multifamily housing in the area for over a decade.

Adjacent to the site and within a 1/2-mile walk are Talin Market World Food Fare, Thai, Vietnamese and Mexican food restaurants, multiple auto repair, body and tire shops, the Wat Phrathat Doi Suthep Temple, First Nations Community Healthcare, the International District Public Library, Family Dollar, Kentucky Fried Chicken, the Downs Horse track and Casino, Bombay Spice market, \$3.00 Wash laundroma, CubeSmart Self-Storage, Route 66 General Store and Beef Jerky shop and many more businesses, restaurants and services.

***(7) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.***

This site is located along a major public transportation corridor with free bus service along Central from a local commuter bus (66) with stops every 15 min or sooner and a rapid ride bus (777) with service every 30 minutes.

Travel times to major employment centers include:

Business	Personal Vehicle	Public Transportation
UNM Hospital	12 minutes	37 minutes
Kirtland AFB	9 minutes	38 minutes
Uptown	7 minutes	15 minutes

Attachments: Appendix E:

- T3.05 MRA Development Agreement
- T3.05 Zoning Letter and Arch Cert

6. For new construction projects, the applicant shall demonstrate that the proposed project is not within a Special Flood Hazard Area OR a sufficient explanation that the project will be constructed in a manner than it can be removed from the Special Flood Hazard Area.

Somos will be newly constructed at 7200 Central Avenue SE, Albuquerque NM, which is in Flood Zone X with minimal flood risk. This site is an infill location, previously developed as the Blue Spruce, and is not adjacent to a natural body of water or significant drainage way. New site grading will ensure all onsite water positively drains and/or ponds away from the building.

Attachment: Appendix E: T3.06 Flood plain map

7. Applicant shall demonstrate that that it complies with the HOME Program Rule at least 90% of the Units in the Project will be rent restricted to and occupied by households whose income is at or below 60% of the Area Median Income (AMI)

The project complies with the **HOME Program Rule**, evidenced by the 'Rents & Income' tab in Appendix B: Multifamily Underwriting Somos. The High HOME Program Rent limit is \$1,005 per unit and we are forecasting rent at or below the High HOME unit rent, before utility allowances. Furthermore, in order to comply with 90% of all HOME units rented and occupied to households with less than 60% AMI in Threshold Criteria #7, we are forecasting rents at or below the LIHTC 60% AMI rent limit of \$972. The Low HOME Program Rent limits are \$810 for one-bedroom units and we are forecasting rent at or below the Low HOME unit rent, before utility allowances. Finally, the Low HOME rents will also be compliant with the HOME Program Rule as these are forecasted below the LIHTC 50% AMI rent limit of \$810.

Unit Type	Underwritten Rent Level	# of Units	Square Footage per Unit	Gross Rent, per unit, per month	Monthly Utility Allowance	Net Rent After Utilities, per unit, per month
1 BR LIHTC	93% of LIHTC 60 AMI	4	569	\$900	\$53	\$847
1 BR High HOME LIHTC	90% of High HOME	20	569	\$900	\$53	\$847
1 BR Low HOME LIHTC	93% of Low HOME	5	569	\$750	\$53	\$697
1 BR LIHTC	100% of Project Based Vouchers 50	9	569	\$1,036	\$55	\$981
1 BR LIHTC	100% of Project Based Vouchers 30	16	569	\$1,036	\$55	\$981
1 BR LIHTC	93% of LIHTC 30 AMI	5	569	\$450	\$53	\$397

8. Applicant shall demonstrate that it and/or partner entity has sufficient financial capacity, by:
  - All of the applicant/partner entity's current housing projects that have been in operation for three or more years maintained a positive operating cash flow from operating income, for the year in which each development's last financial statement was prepared; and --All of the applicant/partner entity's current housing projects have reserves that are funded in accordance with partnership agreements and any applicable loan documents. Evidence shall include: audited financials or a certification from a third-party public accountant.

Per the December 31, 2022, audited financial statements on file, Sol Housing has a net worth of approximately \$91.3 million including cash holdings of \$6.3 million. All LIHTC projects have achieved stabilization, and there are no construction guarantees open on any Sol Housing projects. Evidence is the attached public accountant third party certification that all Sol Housing projects in operation more than three years have positive operating cash flow and all reserves have been funded in accordance with financing agreements with LIHTC investors and commercial lenders.

Attachment: Appendix E: T3.08 Third-party certification

9. Applicant shall demonstrate that it fully leverages City funds by utilizing all available private financing and by deferring at least a portion of the developer fee, as evidenced by the completed Multifamily Underwriting Template.

The combined \$5,179,188 HOME award is 20.4% of the \$25,287,327 Total Development Costs. These HOME funds are leveraged by the following sources: \$4MM Housing Trust Fund loan, \$535k MRA land contribution, \$13,630,299 in LIHTC equity. We are projecting \$784,083 in deferred developer fee on Appendix B, Tab 'Sources and Uses'. Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$500k in additional deferred developer fee available for cost overruns.

Attachment: Appendix B – Multifamily Underwriting Somos

10. Applicant shall demonstrate that the subject property shall not involve a property that currently has existing tenants/residents which will need to be relocated.

Somos will be developed on City Metropolitan Redevelopment land that is currently a vacant lot. There are no residents that will need to be relocated.

Attachment: Appendix E: S4.12 SOM Site Photos

11. Applicant shall demonstrate that it has not been federally debarred and is in Good Standing with the State of NM.

As of July 11, 2024, Sol Housing/GAHP is not included among the following subjects listed on HUD's Limited Denial of Participation List (**table next page**) at:

[https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications) and Sol Housing's Certificate of Good Standing is on file per Appendix #9.

## HUD LIMITED DENIAL OF PARTICIPATION LIST

Search using the standard web search box:

on a PC: ctrl+F

on a Mac: command+F

Open a search box, enter the name you wish to verify and hit enter. If there are no matches, the name is not on the list.

This list is current as of: 07/11/2024

HUD Limited Denial of Participation List – 1 page of 5 Records ([Printable Excel version](#))

Subject	Affiliation	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person/ Email	Contact Office Phone
Acosta, Lazaro		Miami, FL	All HUD Programs; Section 8 Rental Assistance Program	08/16/2016	08/15/2026	08/25/2016	Florida State Office	<a href="#">Carmen Trice</a>	202-402-2516
Bambick, Joseph M.		Fredonia, KS	All HUD Programs; Section 8 Rental Assistance Program	02/04/2016	02/03/2061	02/04/2016	Kansas/Missouri State Office	<a href="#">Carmen Trice</a>	202-402-2516
Ley, Daniel		Natchitoches, LA	All Housing Programs	03/05/2024	03/04/2025	04/09/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Mac Arthur, Andrew		Englewood, CO	All Housing Programs	02/15/2024	02/14/2025	03/21/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604
Wallen, Bradley A.		Centennial, CO	All Housing Programs	02/15/2024	02/14/2025	03/21/2024	Denver Homeownership	<a href="#">Laura L. Bullock</a>	303-839-2604

### 12. Applicant shall provide a completed *HUD Affirmative Fair Housing Marketing Plan* for conducting outreach and marketing to those least likely to apply for this project.

Sol's housing efforts seek to address longstanding, racially disparate economic and social outcomes by creating opportunities to reach out to populations that may be the least likely to apply at our apartment communities. It is our belief that every person deserves to live in a home that is high quality, safe, and permanent. Our beneficiary residents come from a variety of races and ethnic backgrounds, and have low and very-low incomes, with several emerging from homelessness. Sol strictly adheres to fair housing practices that prohibit discrimination based on race, color, religion, sex, disability, familial status, or national origin. These practices are essential for giving people access to the housing they choose and can afford. Our staff and management company regularly attend Fair Housing training. Our housing promotes integration that attracts economic development and provides residents security, connection to the community, and access to opportunities.

Somos anticipates initial occupancy in June 2026 and will begin advertising no later than February 2026. The initial AFHMP is being submitted with this application to fill those initial vacancies once certificate of occupancy is obtained. The AFHMP will be evaluated yearly to determine if the marketing activities are adequately targeting the identified demographic groups least likely to apply.

Albuquerque's demographic composition creates a unique opportunity for marketing to populations that would be least likely to apply. As evidenced by the latest Census data, we have determined that Whites and Hispanics are quite likely to apply, but Black/African American, Asian, and American Indian/Alaskan Native are least likely to apply. Within all geographic boundaries, census tract 6.05, Albuquerque MSA, and Bernalillo County, the percentage of Black/African American, Asian, and American Indian/Alaskan Native is less than that of Whites and Hispanics, but significant enough to warrant marketing to these groups. Additionally, we have identified Persons with Disabilities as a group least likely to apply and will consider that group in our marketing efforts.

We identified the African American Greater Albuquerque Chamber of Commerce for getting information to Black/African American residents. The American Indian Chamber of Commerce will assist in marketing to the Native American population. The Asian Family Center will be our main source of sharing information with the Asian community, especially in providing translation services to inform the community of availability at Somos. We have a couple of places to market to Persons with Disabilities. The Disabled American Veterans Department has been cooperative in posting fliers and allowing us to advertise availability for previous apartment communities. Partnering with a third-party management company, Monarch Properties, Inc has self-certified that proper training for employees at Somos will be completed for both the AFHMP and Fair Housing. Examples of notification letters and training syllabus are included in the AFHMP. Fair Housing posters will be prominently displayed and a copy of the AFHMP will be available in the leasing office. Our exterior signage will display the HUD approved Equal Housing Opportunity logo at a size not less than 8"x8".

Attachment: Appendix E: T3.12 AFHMP Somos

# Section 4: Scored Criteria

**INSTRUCTIONS:** Provide a comprehensive **Narrative** explaining in detail the responses to the Scored Criteria as listed below. The Narrative responses to the Scored Criteria shall be included in **APPENDIX A – Application** and any corresponding documents necessary for justification shall be included in **APPENDIX E - Supporting Documentation** and will be by the City as the basis for advancing to the Scoring portion of the application.

An Applicant Checklist with Scored Criteria is included **APPENDIX C – HHH Affordable Housing Request for Proposals Scoring Matrix**.

## **SCORED CRITERIA:**

1. **NON-PROFIT'S COMPLIANCE WITH CURRENT CITY CONTRACTS-** Applicant should demonstrate that it currently does not have any repetitive, open Finding with the City for two consecutive years.

Per the attached City Monitoring report from January 30, 2024, we do not have any repetitive open findings with the City for the past two consecutive years.

Attachment: Appendix E: S4.01 GAHP Monitoring Report 01.30.2024

2. **NON-PROFIT'S DEVELOPMENT EXPERIENCE / INTERNAL CAPACITY-** Applicant should demonstrate how it has internal staff capacity and experience developing, owning and managing affordable housing. (If Applicant is partnering with another entity, the partner's experience and capacity will not be counted for this scored criteria).

Sol has demonstrated that it has the internal capacity and experience with developing, owning, and managing affordable housing. Please refer to Sections **1.4 Capacity** and **1.5 Experience** above.

Attachment: Appendix E 01.05 Resumes

3. **DEVELOPER EXPERIENCE / HISTORY OF SERVING NM-** Applicant should demonstrate how it has served New Mexico within the last 24 months such as developing new housing, rehabilitating existing stock, managing housing stock, or delivering non-housing services that have had lasting benefits for the community (e.g. behavioral health, childcare, education, etc.). If Applicant is partnering with another entity to meet the threshold criteria for capacity and experience, that entity demonstrates how the partnering entity has served New Mexico within the last 24 months.

Sol Housing has served the City of Albuquerque for 31 years. Within the last 24 months Sol has developed new housing while overseeing the management of its affordable housing communities and providing enrichment services to our residents. In 2022, Sol opened the doors at Luminaria Senior

Community, a 92-unit affordable multi-family housing community for seniors 55 and older. In 2023, we opened PAH! Hiland Plaza, a 92-unit multi-family affordable housing community designed with and for the Deaf community with Deaf-focused features and family-friendly enrichment services that support independent living. Sol operates these and its other multi-family affordable housing communities, Plaza Feliz, Plaza Ciudafia, Cuatro, Plaza Feliz, and Sterling Downtown while also developing Farolito Senior Community and Somos Apartments. In addition to developing and managing these apartment communities, Sol Enrichment Services Coordinators provide services that help residents maintain their housing stability through workshops, classes, and events focused on finances, technology, health and wellness, fitness, and Medicaid/Medicare as well as various social events.

4. **DEVELOPMENT TEAM FINANCIAL SUSTAINABILITY-** Applicant should demonstrate how it and/or its development partner has the necessary financial resources for staff to carry out a new development project.

Sol has the financial resources and staff to carry out this new development. Per the December 31, 2022, audited financial statements, the applicant Sol Housing (fka GAHP) has a net worth of approximately \$91.3 million including cash holdings of \$6.3 million. These cash reserves and operating income from property operations will allow Sol to carry out Somos Apartments and future development projects. Furthermore, as discussed in Threshold #8 all operational properties have positive operating income, all required reserves have been funded. All LIHTC projects have achieved stabilization, and there are no construction guarantees open on any Sol Housing projects. Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$500k in additional deferred developer fee available for cost overruns. The 2022 GAHP Audit is on file per Attachment #9.

5. **PROJECT FINANCIAL FEASIBILITY-** Applicant should demonstrate how the project is financially feasible and sustainable based on the provided Financial Schedules and its ability to obtain the necessary financing (exclusive of this gap financing).

Based on Tab 'Operating Pro Forma' in Appendix B there is sustainable, positive cash flow in years 2-20. Utilizing conservative underwriting assumptions in Tab 'Pro Forma Assumptions' the pro forma is utilizing 2% rent increases for HOME assisted, LIHTC and Other affordable units: while increasing Operating Expenses at 3% per year. The stabilized Debt Service Coverage Ratio in Tab 'Pro Forma Assumptions' is showing 1.26 DSCR in Year 2 (first stabilized year) and remaining above 1.20 through Year 20 HOME Affordability Period: ranging from low of 1.23 DSCR and not exceeding 1.26 DSCR during that same period. The Tab 'Operating Expenses' the total operating expenses is \$6,004 per unit/per annum (PUPA). When considering \$300 PUPA replacement reserves this takes the Total Expenses Plus Reserves to \$6,304 which reflect conservative expense ratios, ensuring long-term sustainability for this New Construction project through the 20-year HOME Affordability Period.

Construction prices continue to reach unprecedented highs, labor and supplies are in high demand and short supply, inflation is rising, and overall costs of materials are expected to remain high even if inflation and market pressures ease. We have been navigating this cost environment through the construction completion of Luminaria Senior Community, our LIHTC senior housing completed in March 2022, with PAH! Hiland Plaza, our LIHTC family housing completed in August 2023, and with Farolito Senior Community, which we have negotiated the guaranteed maximum price construction contract and will start construction in the third quarter of 2024. We are working with the top experts in design and construction who know our market and who each have over 50 years of relationships in our community to rely upon. We have drawn from these resources for accurate pricing and construction techniques and



materials to inform our value engineering process and aid us in determining the construction cost estimate for Somos. The hard construction costs are 3.5% higher than Farolito's negotiated construction contract. The soft costs were blended from Farolito underwriting, and the completed cost certifications for Luminaria Senior Community and PAH! Hiland Plaza. We also team with financial partners who know us, value our team's knowledge, and prioritize investing in the Albuquerque market. We included letters of intent in the original HOME application from partners whom we have financed five LIHTC equity, construction, and permanent loans. We will leverage the \$2,409,978.54 in committed HOME funds at over 10:1, and with the additional HOME request of \$5,179,188 at 4.9:1. These are the last committed funds we need to start construction in December 2024. These HOME funds are leveraged by the following committed sources: \$4MM Housing Trust Fund loan, \$535k MRA land contribution, \$13,630,299 in LIHTC equity. We are projecting \$784,083 in deferred developer fee on Appendix B, Tab 'Sources and Uses'. We utilized the Walk-Up window to apply at the Albuquerque Housing Authority to receive an allocation of 25 Project Based Voucher units, similar to Luminaria, Hiland Plaza and Farolito. Sol is willing to defer their \$1.28 million developer fee on this project, leaving \$500k in additional deferred developer fee available for cost overruns. The developer also has \$6.3MM in unrestricted cash holdings in checking, savings, and CDs to support a subordinate loan; with a track record of \$636,000 general partner loan for Sterling and \$1,050,000 land contribution for Hiland Plaza.

Attachments: Appendix B

**6. PROJECT COMPLETION TIMEFRAME-** Applicant should demonstrate that the project can reasonably obtain a Certificate of Occupancy within 3 years.

Somos has already secured site control and a significant portion of the funding sources are committed for this development. Somos received awards through competitive process from the City of Albuquerque for the land from the Metropolitan Redevelopment Agency and for pass-thru funding (HUD HOME) from the Dept of Health. Housing and Homelessness in 2023, and successfully received a 2024 9% tax credit allocation for a target population of seniors 55+ awarded in May 2024. 25 project-based vouchers have been awarded by the Albuquerque Housing Authority. Gap funding to secure financial closing is all that remains, and Sol anticipates closing and starting construction December 18, 2024, and achieve final completion by June 30, 2026.

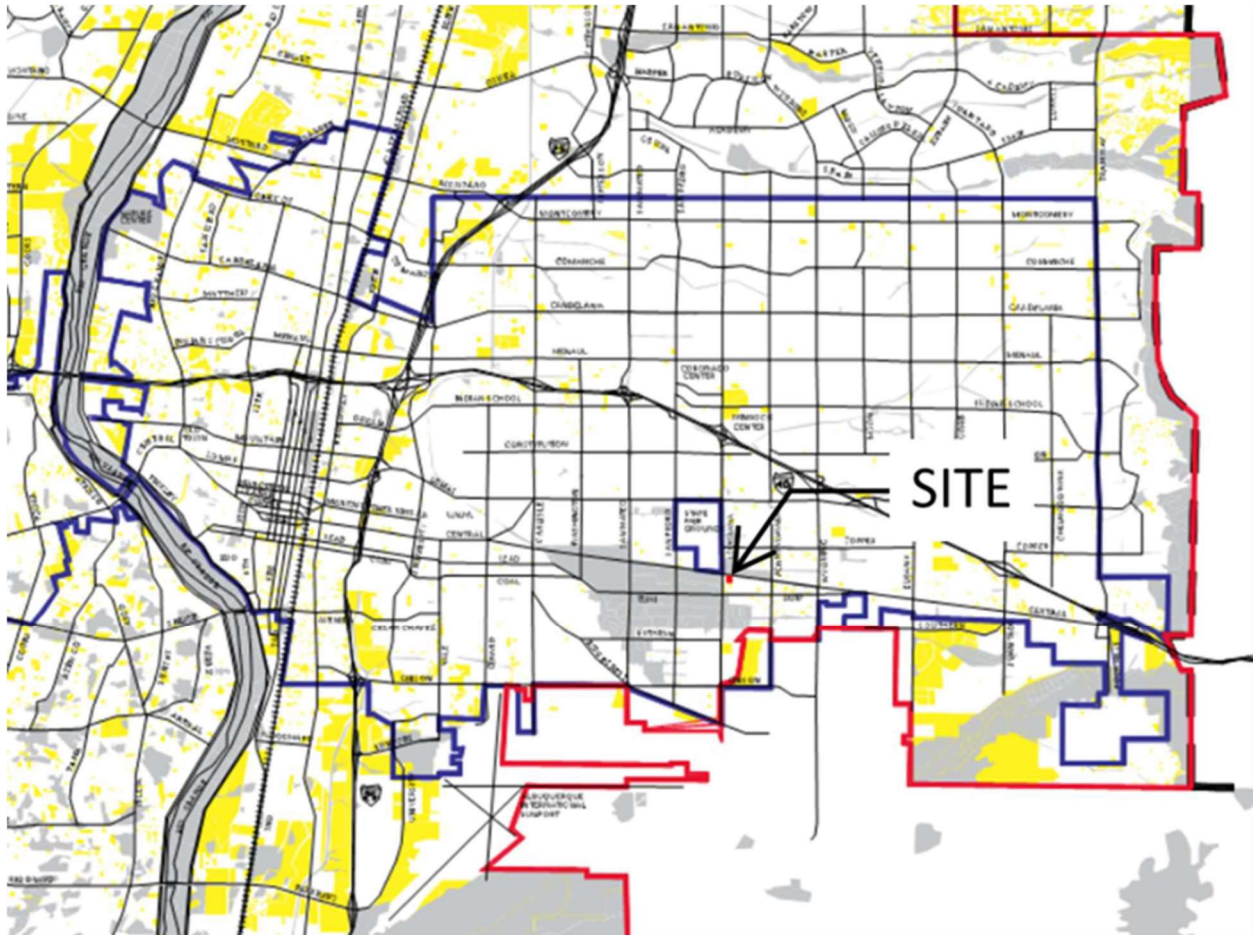
Development Agreements with the City of Albuquerque, the Mortgage Finance Committee and our development track record for on time and on budget projects speak to our ability and commitment to complete the construction and receive the certificate of occupancy in less than three (3) years. Please refer to the full development schedule in **Section 2.11 Development Schedule**.

**7. PROJECT LOCATION / INFILL -** Applicant should demonstrate how Project is located in an Infill Area (defined as property located within the City of Albuquerque 1960 Municipal Limits (See [IDO Interactive Map, Button 1](#))).

Somos is located within the 1960 Municipal Limits as indicated by the blue outline in the map below. The site, formerly the Blue Spruce Lounge at 7200 Central Avenue SE is at the corner of Central Avenue and Alcazar Street. The City of Albuquerque demolished the Blue Spruce Lounge in 2004 and the land has remained vacant since.

Attachments:

- Appendix E: S4.07 1960 Municipal Boundary (IDO Interactive Map, Button 1)
- Next Page: ***Albuquerque 1960 Municipal Map***



8. PROJECT LOCATION / MRA, TOD, AOC - Applicant should demonstrate how Project is located in at least one of the following :
  - A Metropolitan Redevelopment Area (See [IDO Interactive Map, Button 1](#)).
  - Within 1/4 mile of a Transit Center, Premium Transit Station or Transit Corridor (See [IDO Interactive Map, Button 2](#)) for Premium Transit Stations and Corridors. See [here](#) for a map of Transit Center.
  - An Area of Change ([IDO Interactive Map Button 2](#)); Note that areas of Change and Consistency are different – use Legend to identify Areas of Change).

The anchoring element of the **Near Heights Metropolitan Redevelopment Area Plan** is the creation of a Commercial Corridor Project that was later given life in the 2001 International Marketplace market study and design study as the expansion of an International Marketplace at the intersection of Louisiana and Central. The concept was to establish an array of ethnic businesses providing diverse services that appeal to the adjacent culturally rich neighborhoods and draw shoppers and visitors from all over the city and region. The International Marketplace development was to include the Talin supermarket, retail, office, and residential dwellings within the larger 6-acre corner. Sol is committed to all five factors identified in the MR Area Plan that determined Louisiana and Central as the right location of the International Marketplace. All five are still relevant today and we feel confident will be achieved through the public private partnership with Sol and the mixed-used design we propose.

1. Eliminates blight and prevents further deterioration of property values in the area. The MR Area Plan took great effort to identify areas of blight and disruption in the community using neighborhood surveys. These survey results identified the Blue Spruce Lounge as a blight on the community that needed to be removed. In 2004, The City of Albuquerque was successful in acquiring and demolishing the Blue Spruce which occupied the site. Despite these planning efforts, the site remains vacant and undeveloped with over-grown weeds, litter, and security fencing. By developing the site with a large capital investment of new housing, retail space, new landscaping and lighting, and new residents calling Somos home, we will eliminate the blighted conditions and prevent further deterioration of property values in the area.
2. Stimulates public and nonprofit/private investment in the area. Somos will be a public private partnership through Sol, MRA, and HHH to convert a difficult to develop site into a mixed-use community investment that will help transform and invigorate the site into the physical and symbolic center of ethnic businesses and community institutions envisioned for the neighborhood. Somos will invest \$17.6 million in construction costs to achieve the vision of a welcoming and diverse community hub that will contribute to the revitalization of the International District. The timing of this investment is optimal to bring new life into the International Marketplace during this period of renewal and recovery while providing needed housing to area residents.
3. Increases the number of jobs in the area and increases the patronage of local businesses. The International Marketplace has been successful but is suffering from disinvestment resulting from the economic stresses we have experienced since the great recession in 2008 and the Covid Pandemic in 2020. Surrounding businesses have closed their doors and the lack of services for people living without shelter is hard on private business owners and city infrastructure. Sol intends to use the retail space, through collaboration with the International District Community Development Corporation (IDCDC), to incubate new local businesses grown from the Trumbull and La Mesa community. As estimated by WeAreApartments.org, Somos will generate 123 jobs with an estimated economic impact of \$23 Million. New residents of housing that is affordable have more discretionary money available to patronize local businesses because they do not have to spend more than 30% of their income on housing.
4. Empowers residents while furthering economic self-sufficiency and sustainability. Sol's mission is to create exceptional housing that promotes household stability and vibrant communities. Affordable housing with income restrictions provides a housing option for residents to keep their housing costs low, reducing the risk of the resident becoming housing cost burdened, and allowing the resident to free up disposable income they might not otherwise have available. Utilization of 25 Project Based Vouchers (PBV) makes units available to residents with low and very low incomes so they pay no more than 30% of their income towards rent. The high level of energy efficiency with a Home Energy Rating System (HERS) index of 55 or better means decreased utility costs for Somos residents. This combination of affordable rents and decreased energy costs empowers residents towards self-sufficiency and improved household stability outcomes.
5. Promotes the image of a safer community. Removing vacant and unused parcels is the first step toward actual and perceived improvements to safety. Somos will be designed with Crime Prevention Through Environmental Design (CPTED) principles that all contribute to a sense of safety and belonging that decreases opportunities for crime. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape with sidewalk tables and chairs, storefronts, and shop displays bring neighbors together and create collective "eyes on the street" that promotes the image of a safer community.

Attachments: Appendix E:

- S4.08 Near Heights MRA boundary map
- S4.08 MRA IDO Interactive Map

9. PROJECT LOCATION / PROXIMITY TO SERVICES - Applicant should demonstrate how Project is located near existing neighborhood facilities 0.5-mile walk distance to at least three facilities OR a 1-mile walk distance to at least six facilities. At least one facility must be a supermarket, farmers market or other food store with produce.

The proposed site is located within walking distance of several existing neighborhood shops, services, and facilities. There are at least 6 diverse use locations within ¼ mile walking distance and several additional businesses/services within ½ mile walking distance of the proposed site.

**Table of area business on next page**

#### **.5 mile radius map**



Diverse Use	Name	Address	Distance
Supermarket	Bombay Spice	6514 Central Ave SE	.5 mile
Supermarket	Talin Market	88 Louisiana Blvd SE	.2 mile
Library	International District Library	7601 Central Ave NE	.3 mile
Restaurant	Arturo's Mexican Food	325 Louisiana Blvd SE	.4 mile
Restaurant	Coda Bakery	230 Louisiana Blvd SE	.3 mile
Restaurant	Pad Thai Cafe	110 Louisiana Blvd SE	.2 mile
Restaurant	May Cafe	111 Louisiana Blvd SE	.3 mile
Restaurant	Lindo Mexico	7209 Central Ave NE	479 feet
Hair Care	Style Connection Salon	428 Louisiana Blvd SE	.5 mile
Laundry	\$3.00 Wash	7226 Central Ave SE #K	.1mile
Medical	First Nations Community Health Source	7317 Central Ave NE	.1 mile
Medical	Young Children's Health Center	306 San Pablo St. SE #A	.3 mile
Dentist	Kids First Dental Care	7711 Zuni Rd SE	.5 mile
Place of Worship	Crestview Community Church	301 Chama St NE	.4 mile
Place of Worship	La Mesa Presbyterian Church	7401 Copper Ave NE	.4 mile
Place of Worship	Wat Phrathat Doi Suthep	320 Louisiana Blvd SE	.2 mile
Fire Station	Albuquerque Fire Station 5	123 Dallas St NE	.5 mile
School (Pre-K)	PB & J Family Services	209 San Pablo St SE	.3 mile
Convenience Store	Family Dollar	7226 Central Ave SE	.1 mile

10. PROJECT GENERAL DESIGN / ENERGY EFFICIENCY - Applicant should demonstrate how the project will be designed to be energy efficient and will receive a Green Building Certification from a recognized Certifying Organization. Energy Use Certification Only = 5 points;  
Comprehensive Certification (Construction, Water & Energy Use) = 10 points

Somos will reach at least LEED gold certification (**Comprehensive Certification**) for construction, low water-use and reduced energy usage based upon accepted green and sustainable building construction under the protocols of the LEED™ for Homes program. Low water-use plumbing fixtures, irrigation and native or adaptive plants, as well as water harvesting strategies within the landscape reduce overall water usage and repurpose surface drainage within bioswales to water shade trees and allow water infiltrate to the city's aquafer where possible. Energy efficient construction that reduces air infiltration, well-insulated reflective roof, LED and energy star lighting, and energy star appliances will be installed throughout, with the dwelling units achieving a Home Energy Rating System (HERS) of 55 or better, exceeding requirements for the Albuquerque Energy Code. Infill projects are particularly strong in LEED points Location and Transportation, and Energy and Atmosphere categories which will reduce both resident transportation and utility costs. The central hot water system will have a solar pre-heat option that can be added in the future allowing solar thermal panels to heat the water to 80% of its operating temperature. The site incorporates future solar and 2 electric vehicle charging ports with capability for additional charges to be added in the future.

Somos Apartments will comply with the 2021 International Energy Conservation Code (2021 IECC) integrated into the building permit requirement for a 4-story commercial building including the commissioning of all public spaces and the mixed-use, for-lease commercial space and the exterior building enclosure. Residential spaces will have blower door testing, duct leakage testing, and

design/installation best practices performed and observed by our 3rd party HERS rater and LEED for Homes consultant, Green Insight. Integration of LEED for Homes and Energy Star benchmarks will further enhance the energy use practices of the community while ensuring baseline code compliance is met and exceeded.

Sol Housing places the federal requirements of affordable housing receiving HOME funds into our contracts with both the architect and the general contractor so that from day 1 the full team is working to meet and maintain compliance with U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity-Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as applicable.

Documentation including narrative, scorecard checklist, and draft compliance certificates are provided from Green Insight, an approved verification provider by the US Green Building Council for LEED for Homes program. Somos will achieve LEED-H Gold certification and a maximum HERS of 54 with costs included in the project.

Attachments: Appendix E

- S4.10 Comprehensive Certification
  - Green Building Narrative
  - LEED checklist (scorecard)
  - LEED Certificate of Opinion
  - Architect Statement of Energy Efficiency
- 01.05 Resumes - Green Insight Business bio

**11. PROJECT GENERAL DESIGN / CPTED:** Applicant should demonstrate how the project will be designed, built, and managed using specific Crime Prevention Through Environmental Design (CPTED) principles.

Crime Prevention Through Environment Design (CPTED) principles are fundamental to the design of our communities. It is critical for residents to develop feelings of territoriality, an informal feeling of ownership of their homes and community to feel safe and relaxed with their neighbors. We strive to achieve this informal ownership through clear delineation of public spaces from the semi-private areas for residents only to the privacy of their individual apartment home. Activation of the site with walking paths, various nodes of socialization and seating and long lines of sight from all sides of the building, eliminate hiding places and ensure residents “own” and use the whole property and feel safe within it.

In addition to informal ownership, the design includes layers of access control provided from secure and highly visible fencing, gates, and vehicular gates, illuminated building numbers, high visibility and well-lit entries with security cameras, and access control that does not allow access to resident areas without a key fob. We use key fobs instead of keys or keypads with codes because the key fob is assigned to a unit number and trackable back to the resident and individuals on their lease such as a family member to check on a loved one or to an in-home care provider or case manager. Well-lit hallways, visible unit numbers, proper deadbolt and wide-angle eye viewers for resident entry doors provide additional layers of security for the resident and property management.



Once the community is placed-in-service, the CPTED requirements will be maintained. Control of exterior electrical outlets and water hydrants, which reduces opportunity and availability of electricity and water that entice trespassers to charge phone and fill water vessels. Inoperable vehicles will be cited as unacceptable in the lease agreement and allow management to remove any that appear at the community. Proper “no trespassing” signs, and placing landscaping materials that limit loitering, dissuade trespassers from sleeping or resting on the property. Landscaping will be maintained by a professional landscaping company with trees and shrubs trimmed for visibility. The regular landscaping maintenance will present an attractive scene for both the residents of the community, visitors, and the community at large.

Our property manager and maintenance staff are our number one resources for implementing CPTED principles. They know the typical patterns of behavior and the security issues that cause the most concern. We rely on their continual feedback both during design and after placed-in-service. We have strategically located our management office so that property management and maintenance staff can monitor the building's entry. Our residents are our next best resource. Getting to know your neighbors and creating defensible space for residents is a crucial factor in the success of access control. Encouraging residents' activities and social gatherings helps residents get to know each other and create relationships that help maintain the security and sense of safety for residents. Once they feel at home and form community, they defend the property by watching over their neighbors and letting management know what is happening after hours and on weekends. Our property managers appreciate and use the resident's “ownership” of the community to inform ongoing management decisions including requesting property improvements as needed.

Kelle Senyé, Deputy Director of Operations for Sol completed the CFMHP in October 2019, and her certificate is attached in supporting documentation. In her role, Kelle will be able to support the CPTED and other CFMHP requirements during the design, construction, and long-term operation of the property. Sol will hire a third-party management company, Monarch Properties, Inc. to oversee daily operations. The Regional Property Supervisor for Monarch, Kevin Mahon attended the CFMHP training in April 2016, and his certificate is attached. When the new property manager and maintenance technician are hired, they will be required to attend the next available CFHMP training.

Attachment: Appendix E: S4.11 CFMHP Certificates

**12. PROJECT SITE DESIGN AND DEVELOPMENT / NEIGHBORHOOD-** Applicant should demonstrate how the Site Design will fit into the context of the neighborhood and why the design is appropriate for that specific community. Site design has creative and sensitive response to the social and physical context of the surrounding neighborhood. Site plan contributes to public streetscape or minimizes the visibility of parking.

This infill site at the corner of Central Avenue and Alcazar Street SE was previously developed as the Blue Spruce Lounge. It was purchased and demolished by the City of Albuquerque following the adoption of the 2000 Near Heights Metropolitan Redevelopment Plan (MR Plan). The MR Plan envisioned the site would soon be redeveloped with a mixed-use of commercial space and housing in keeping with the new construction of the Talin Market and International Marketplace infrastructure and sidewalk improvements the Metropolitan Redevelopment Agency (MRA) installed in 2004. These improvements included the sidewalks with decorative patterns along Central Avenue and Alcazar Street

of the proposed site. Many factors delayed the redevelopment of the site and Somos will not only achieve the 20-year-old vision but far exceed it.

In July 2023, Sol responded to a request for proposals from the MRA seeking partners to develop the site with a minimum of 30 dwelling units and 1,000 square feet of commercial space. We found the site was able to yield 70 units in a 4-story building and meet the parking requirements for off-street parking in the Integrated Development Ordinance (IDO), with reductions for being located within a premium transit center and 660 feet of an Albuquerque Rapid Transit (ART) bus stop. As part of the RFP response, Somos will also include installation of 2 electric vehicle (EV) charging stations on the site and a dedicated parking space outside of the secured parking area for rideshare vehicles such as Uber and Lyft. Equitable access to all forms of alternative transportation such as Zero-Fare bus service, rideshare, carpools, electric vehicles, and bicycles are vital for sustainable and regenerative mixed-income communities.

We also researched the needs of the existing community members through a community needs assessment (CNA) completed in May of 2023 by Linda Stone, MPH in collaboration with the International District Direct Service Provider Collective (IDDSPC). The CNA established the need and desire for new affordable housing in the area and the crucial need for a safe neighborhood with well-lit streets that allow people to walk at night and build community connections coupled with a sense of belonging. Placing homes and local businesses on the site with beautiful landscaping, building and site lighting that illuminate sidewalks, and a site plan utilizing CPTED principals to eliminate hiding spots and loitering will provide the active and highly visible safe community the community desires. Removing the blighted and vacant lot and increasing the usage of the area will place a lot of “eyes on the street” with residents and business owners taking ownership of their new home and neighbors. All these community needs and MRA requirements influenced the site design for Somos which, at just less than an acre (0.949), requires an efficient site design that balances the placement of the building toward the northern and western boundaries of the site with parking tucked behind the building and accessed from the southwest corner of the site along Alcazar. This building placement and massing reinforces the IDO’s form-based zoning for mixed-use, medium density (MX-M) development designed to offer an external urban edge and pedestrian streetscape with landscape buffer and street trees along Central Avenue and Alcazar Street, while providing a protected inner courtyard where the resident entry is shielded from the traffic and noise along Central Avenue.

The main entry for the community is in the northwestern corner of the site at the corner of Central and Alcazar and utilizes the existing decorative sidewalk improvements and artistic pillars depicting various cultures present in the International District that were installed by the MRA.

Placement of the commercial business spaces utilizes the widest portion of the existing sidewalk and maximizes visibility to and from Talin Market and the International Marketplace spaces shared around the Talin Market parking area, thus expanding the business offerings, and providing a visual backdrop to the Marketplace and parking. Street trees along Alcazar, site furnishings, and colorful awnings will offer an aesthetically pleasing and shaded storefront for local businesses to get their start after being incubated through the International District Community Development Corporation (IDCDC).

Future residents of Somos will shop at Talin Market, eat at Coda Bakery, Pad Thai Café, and other restaurants in the immediate area. A speed table with different texture and color from the roadway will slow traffic on Alcazar and provide an accessible and distinct crossing location for residents to access the International Marketplace while reinforcing a sense of place and belonging with the greater commercial business services. Street trees and other low water use landscaping and steps in the building height, as



well as optional planter boxes or decorative site furnishings will bring the building height down to pedestrian scale along Central Avenue and Alcazar Street enhancing the streetscape and pedestrian experience. Low water-use landscaping that meets IDO and City of Albuquerque requirements will provide a rich variety of native or adapted plantings that enhance the aesthetic interest and commercial appeal of the site and will be properly maintained by a professional landscape company. Outdoor spaces will meet open-space requirements for multifamily communities and, though small, will be accessible to all residents with site furnishings and lighting to encourage use and a sense of belonging.

The property will be enclosed with perimeter site fencing and access controlled vehicular and pedestrian gates. The perimeter fencing will be transparent, allowing a high level of visibility for long sight lines and a feeling of safety both within and around the site. The new site lighting will consist of both building mounted lights and pole lights to make sure sidewalks, entries, and gathering areas are well lit. String lights will be added to the interior courtyard for aesthetics and enjoyment of the residents.

Attachments: Appendix E

- S4.12 SOM Site Plan
- S4.12 SOM Building plans
- S4.12 SOM Building elevations
- S4.12 SOM Site Photos

13. PROJECT SITE DESIGN AND DEVELOPMENT / LANDSCAPING- Applicant should demonstrate how Landscape Design will fit into the context of the neighborhood and why the design is appropriate for that specific community. Landscape Design incorporates xeriscaping and/or rainwater collection.

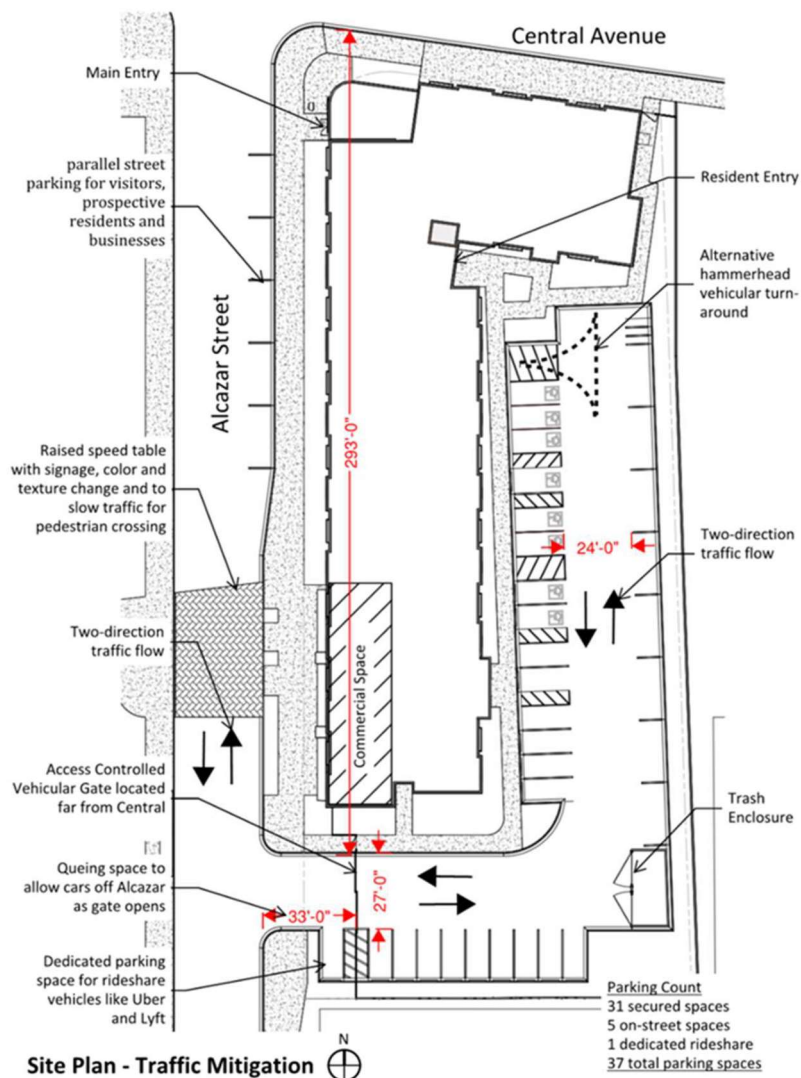
The landscaping at Somos will be designed to meet City of Albuquerque standards and IDO zoning requirements for multifamily dwellings along a major transit corridor including the required landscape buffers and one tree per dwelling unit on first and second floors, as well as percentage of site landscaped. Xeric plantings will be low-water use, non-invasive, native, and adaptable species as required by the City of Albuquerque and for LEED for Homes certification.

The professionally maintained landscaping at Somos will be one of the most visible and significant ways the site will be improved, contributing toward the enjoyment and sense of safety of the greater community, as well as enhancing the lives of new residents. Street trees along Alcazar Street will provide shade and security for pedestrians walking to area businesses and transit. Awnings and site furnishings provide the pedestrian friendly and active streets needed to revitalize the International Marketplace.

Attachment: Appendix E: S4.13 SOM Landscape Plan

14. PROJECT SITE DESIGN AND DEVELOPMENT / TRAFFIC PLAN- Applicant should demonstrate how any traffic issues created by the project will be mitigated.

The building placement for Somos was driven by placing access to the secured resident parking lot as far from Central as possible to mitigate traffic conflicts between vehicles turning from or onto Central and residents entering or exiting the parking lot for Somos. The parking entry is more than 100 feet north of the entry drive to Talin Market and the International Marketplace shops and restaurants, limiting any traffic flow conflicts along Alcazar Street. Additionally, the commercial space was located to be highly visible from the parking lot to the west side Alcazar to encourage shoppers to park once to access Talin Market, Somos shops, and other area businesses. Pedestrian access is encouraged with a wide raised speed table to create an accessible crossing location from the Talin Market and International Marketplace over to Somos shops. The change in height, texture, and color of the speed table and signs indicating pedestrian crossing will slow traffic, as will the on-street parallel parking. A dedicated parking space of rideshare vehicles such as Uber and Lyft will help maintain clear lines of sight around the entry to the resident parking lot and a long queuing space allows vehicles to fully exit Alcazar Street while waiting for the vehicular gate to open. Residents leaving the secure parking lot may turn right or left onto Alcazar and access right and left turns onto Central Avenue or Zuni Road. The 31 secured resident parking spaces, five on-street parking spaces and dedicated rideshare parking space satisfy the IDO requirements for the development.

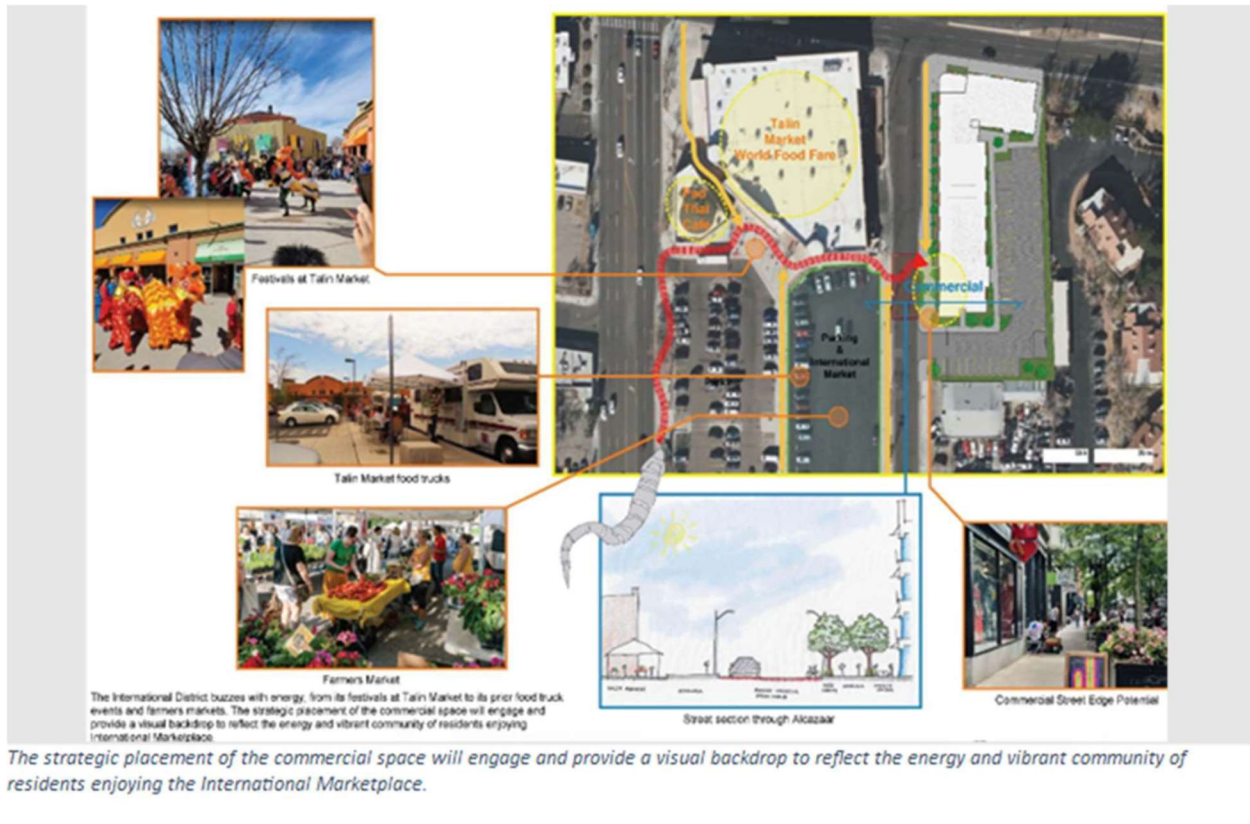


All these design elements help Somos fit seamlessly into the context of the neighborhood and reinforce natural circulation patterns mitigating any new conflicts.

15. PROJECT SITE DESIGN AND DEVELOPMENT / WALKABILITY- Applicant should demonstrate that the project design encourages walkability, pedestrian activity, use of existing public park or recreation facilities or provides common areas for community gatherings.

Somos' site design and location encourages walkability, pedestrian activity, and common areas for community gatherings. Incorporating items from the Near Heights Metropolitan Redevelopment Plan, IDO, and additional requirements of the City of Albuquerque, the building forms an L-shape with the opening facing east. Commercial space and housing residential amenity spaces are located on the ground level facing Alcazar Street and Central Avenue. The west building facade along Alcazar Street faces the parking area of the International Marketplace and connects to a pedestrian oriented path along an accessible public sidewalk with added lighting, new low water-use landscaping, and street trees. Its culturally appropriate design fits into the neighborhood and is visually appealing with new lighting and landscaping that enhances the streetscape and visibility. The pedestrian connections and increased activity within the streetscape with sidewalk tables and chairs, storefronts, and shop displays bring neighbors together while creating a walkable option to the ART Rapid Ride bus stop at Louisiana and Central as well as nearby stores and restaurants. Adjacent to the site and within a 1/2-mile walk are La Mesa Garden Park, Talin Market World Food Fare, numerous restaurants, multiple auto repair, body and tire shops, several houses of worship, First Nations Community Healthcare, the International District Public Library, and many more businesses, restaurants, and services. The bus stop for bus route 157 near Somos, on Louisiana and Central, provides a convenient route to Cesar Chavez Community Center located approximately 1 mile south of the site.





# 16. PROJECT SITE DESIGN AND DEVELOPMENT / MIXED USE- Applicant should demonstrate how Project is part of a mixed-use development, with at least two separate land uses.

Somos is mixed-use with both residential multifamily and commercial business spaces. The ground floor will include approximately 1,000+ square feet of commercial space for lease facing Alcazar Street with a direct connection to the International Marketplace via a raised speed table.



Somos is envisioned to complete the International Marketplace established in the 2000 Near Heights Metropolitan Redevelopment Area Plan (MR Area Plan) with a new construction, mixed-use, and mixed-income community of 70 one-bedroom apartments above residential amenities, leasing office, and retail space. The concept is to provide a vibrant and culturally interesting place-based building design that meets many levels of community need. The added housing, amenities, new landscaping, and lighting will enliven the vacant lot with the beautification and safety improvements highly prioritized by community members.





We learned from the City of Albuquerque Small Business Office (SBO) that there is a lack of business locations for small start-ups just growing large enough for their first brick and mortar shop. Most properties are owned by a few large commercial entities with finely tuned leases, attorneys, and years of experience which is intimidating and challenging to navigate for new businesses. City services like the SBO and local incubators like the International District Community Development Corporation (IDCDC) can get these businesses started on a plan to occupy a storefront a year or more before they sign a lease for their first location. These programs need community partners like Sol to provide supportive lower-cost storefront locations like the one at Somos to “start, stay and grow.”

Partnership with the International District Community Development Corporation (IDCDC) means an ongoing, synergistic cycle of income, spending, celebration, and growth for the International District. Somos features 1,000 square feet of storefront retail space visible from the Talin Market Plaza and along a walkable, pedestrian-friendly, thoroughfare. The space will be leased by local small businesses participating in the IDCDC’s incubator and accelerator program which will provide jobs, income, and services needed and used by community members. Sol has already received a letter of support from the IDCDC committing to securing commercial tenants who will benefit from a new, well-located space with rent affordable for a new business getting started. This combination of business development and new residents to support them and other area businesses enlivens the community with vibrant and needed activity and helps to secure the future of the International District.

The vivid colors and playful building design of Somos reflect the rich cultural diversity of the International District and provide a distinct backdrop for weekend farmers markets and festivals to begin again. With community reinvestment and a perfectly situated and artistic design, we hope to see the International Festival and other celebrations of cultures represented in the International District return to the International Marketplace in the coming years.

Attachment: Appendix E: S4.16 IDCDC Letter

**17. BUILDING DESIGN AND CONSTRUCTION-** Applicant should demonstrate how Buildings meet local zoning requirements for the Project Site, including requirements for unit densities, building heights, building setbacks, massing, colors, and materials.

Somos is proposed as a 63,399sf, 4-story wood framed, multifamily and mixed-use community consisting of 70 one-bedroom apartments with leasing office and amenity spaces to support residents, and 1,000+ square foot commercial space to support start-up local businesses. The building design meets the zoning requirements of Medium Density Mixed-Use (MX-M) with use of stucco, glass, painted mural, metal trellis and fabric awnings to create a dynamic building elevation that benefits the

surrounding community by reflecting the colors and images of the culturally rich neighborhood, and by improving lighting and landscaping for a walkable and pedestrian scaled built environment. Outdoor seating and shade trees, large, glazed storefronts for local businesses with colorful awnings and building signage will provide appealing and relevant retail venues to explore and make into a community must-have destination.

We have designed the building to provide residents with areas to gather and socialize throughout the building as needed to build community bonds and provide social enrichment outside of individual apartments. The large community room that is accessible 24/7 to residents for TV watching and social enrichment activities and can be reserved by residents for private events at no cost to the resident. Sol's enrichment services team will operate a pantry space accessed from the community room on a bi-weekly basis to help alleviate food insecurity experienced by low-income residents. Reliance on alternative transportation such as bicycles is supported with an indoor secure bike storage room with 18 bike parking spaces for residents to safely store their bicycles.

The main entry provides a beautiful entry lobby with controlled access and onsite leasing office and property management office located at the northwest corner of the site at Central Avenue and Alcazar Street. A second controlled access entry is provided from the secure parking lot leading inside directly to the elevator lobby, providing access to all upper floor apartments. If the budget allows, the design will incorporate a third-floor rooftop deck facing Central Avenue.

The one-bedroom unit design is consistent throughout all units with an open floor plan for the kitchen, dining and living room, and a separate bedroom with a private bathroom. Each unit contains wood-look cabinetry, a large pantry closet, low-water use plumbing fixtures, and full-size Energy-Star rated electric appliances including microwave, rangehood, refrigerator, washer and dryer, and electric range. In unit washers and dryers are a significant amenity for low-income residents, removing barriers of cost, time, and limited transportation options. Living rooms and bedrooms will have 9-foot ceilings and large operable vinyl residential windows with window coverings providing fresh air and ample natural light. Bathrooms include vanity sink cabinet and mirror, towel bars and other accessories, and a tub with shower or a large shower. All units will have blocking in the walls for grab bars to be installed upon request except in Type A units where the grab bars will be installed with construction. The range hood vent in the kitchen and the bathroom vent both exhaust to the exterior of the building. Heating and cooling are provided through an electric heat pump system with a fan coil unit located within the apartment and a condensing unit located on the roof. Each unit is provided with Energy Star rated light fixtures in all rooms, a thermostat for control over the apartment temperature, and wood-look luxury vinyl plank throughout. Each unit will have the same floorplan with only minor changes in the cabinetry between accessible Type A and adaptable Type B units.

Interior, conditioned hallways will include wayfinding features included in the color palette and signage that provide a visual guide to the four floor levels. Ceilings will have acoustic ceiling tile to conceal the building utilities and services distributed along the hallways with furred down soffits at key areas for a pop of color at doors to stairwells, the lounge, and the elevator lobby. Flooring will be luxury vinyl plank except in the leasing office where carpet tile will be utilized. A central hot water system provides water to the entire building and the building will be solar ready to install solar thermal panels on the roof, as the budget allows, that utilizes the sun's rays to pre-heat the water to 80% or more of the hot water temperature setting.

The vivid colors and playful building design reflect one of the many patterns developed and installed in the sidewalks during the MRA sidewalk and infrastructure improvements installed in 2004. The change in colors and small setbacks in the wall with a change in plane create a 3-dimensional pattern that reduces the perceived height of the building and complexity to the long elevation along Alcazar. The bright orange color reflects the strong orange found throughout the International District which consists of as many as 70 different nationalities and cultures. The large wall mural planned above the entry lobby on the exterior walls of the third and fourth floors will also be designed to broadcast the diverse cultural fabric of the International District. We envision the colorful design to provide a distinct and active backdrop to all retail and restaurant businesses of the International Marketplace and encourage the renewal of weekend farmers markets, celebrations, and shopping to the area. With community reinvestment, new residents, street and safety improvements, and a perfectly situated, artistic design, we believe that this design not only meets the current IDO regulations, but also creatively meets the intent of the MRA's vision for the International Marketplace.

Attachment: Appendix E: T3.05 Zoning Letter and Arch Cert

18. BUILDING DESIGN AND CONSTRUCTION / ADA ACCESSIBILITY- Applicant should demonstrate how the Project's total percentage of Type A Accessible Units exceeds the minimum required by the NM Residential Building Code. (Example: Total number and percentage of units that are required to be Type A Accessible under NM Residential Building Code: \_\_\_\_\_ # of units \_\_\_\_\_ % of units  
Total number and percentage of units in the proposed project that will be Type A Accessible \_\_\_\_\_ # of units \_\_\_\_\_ % of units)

Somos will exceed the 5% minimum building code requirement for the percentage of units (4 units) designed to Type A accessibility. Of the 70 units total, 10% or 7 units will be Type A units supporting our households with special housing needs and helping to overcome the shortage of accessible units in Albuquerque. The remaining 63 units will be designed as Type B adaptable units per the required standards for accessible design for projects with federal funding. All apartments will be located along an accessible route and visitable by residents or visitors via an elevator, and all units will have in-apartment front loading washers and dryers, blocking in the walls around toilets and tub/showers for grab bars to be installed, strobe light doorbells upon request as well as all of the incorporated accessible design features listed below. As part of our LEED-H certification, we also seek to achieve the Designing for Accessibility, LEED for Homes Pilot MRpc34. The Pilot requires 10% of units to be designed as Type A and all the following be incorporated into the accessible design of the building and site plan:

- An accessible primary entrance to each building and apartment,
- Accessible passage doors into all occupiable spaces within the apartments,
- Bathrooms with accessible fixtures, clear floor space and storage,
- Operable parts within accessible reach range within apartments,
- Laundry equipment have controls and access that is accessible,
- Kitchens with ADA appliances and clear floor space as well as storage within reach,
- Operable windows with easy to operate cranks or other accessible operations within reach,
- A variety of functional storage within reach and with clear floor space,
- Accessible ramps as needed along accessible routes,
- An elevator to provide an accessible route to all apartments and amenities

**19. BUILDING DESIGN AND CONSTRUCTION / UNIVERSAL DESIGN -Applicant should demonstrate how the Project incorporates elements of Universal Design.**

The project overall, including apartments, and all residential amenity areas on the site, incorporate Universal Design Principles to provide equitable use among all residents and provide greater adaptability for residents to sustain their housing even if their mobility changes. The design provides accessibility, security and safety for residents and visitors beyond the requirements of Type “A” accessible and Type “B” adaptable dwelling units designated by code. Housing stability is as critical as access to affordable housing options particularly for residents with special housing needs who may have increased health issues resulting from barriers to accessing healthcare or barriers to managing self-care and treatment plans due to unstable housing.

Universal Design features within apartments include wider 3-foot doorways into all occupiable rooms, ample clear floor space, accessible-height toilets in bathrooms, removable cabinets with clear worksurfaces in the kitchen, operable devices, or equipment within a shortened reach range, and blocking for installation of grab bars, and front-loading washers and dryers in all units. All of which increase the flexibility of the home to meet the residents’ needs, and their visitors. Eye viewers in unit entry doors at multiple heights, generous natural light with window shades for light control, hard flooring without transition strips, high quality air filters, acoustic separation from other apartments, and thoughtful storage solutions are additional design features within all apartments that are encouraged through Universal Design Principals.

The overall building and site design also incorporate Universal Design Principals. The building design is simple and intuitive with amenity spaces near the elevator at the heart of the building, conditioned corridors, covered exterior spaces, and accessible routes through the entire site and to each resident amenity that encourage residents to utilize as many building and site features as possible. Built-in ease of access features such as push-button door operators at main entry and resident entry doors, key fob operated doors at all resident amenity spaces, and well placed and accessible seating are provided throughout the design. Use of color and image wayfinding per floor, lots of natural light within the hallways, seating to rest at the elevator lobbies on each floor, and the compact four-story design helps residents navigate the hallways to their home. The dog wash amenity with an accessible ramp for the pet also helps residents maintain and groom their pets for improved indoor air quality. Each feature provides added benefits to each apartment home and provides a simple and effective supportive environment to all residents.

**20. NEIGHBORHOOD OUTREACH / NOTIFICATION TO RESIDENTS & COMMUNITY MEETING - Applicant should demonstrate that it disseminated flyers at public/community locations within 1/4 mile of proposed project and send emails or letters to neighborhood associations or area residents within 1/4 mile of proposed project, informing of the proposed project and community meeting to be held to allow for feedback. Applicant demonstrates that it held a community meeting with attendees about the proposed project (must be 6 months current).**

Addresses of area residents within a ¼ mile of the project were obtained using the City of Albuquerque's AGIS software and the buffering polygon tool. A ¼ mile buffer was drawn around the subject property and all addresses within the buffer area were downloaded to create mailing labels. Flyers were created and mailed via first-class postage to addresses within ¼ mile of the subject site. The flyer provided the



address of the subject site, the time, date, and purpose of the meeting, and a QR code to access the online webinar. Approximately 270 flyers were mailed to area residents. The meeting notification was also posted at area businesses, emailed to affected Neighborhood Association representatives provided by the Office of Neighborhood Coordination, and posted to Sol Housing's Facebook page.

Sol holds community meetings to listen to and provide affected neighbors and businesses an opportunity to get to know Sol, preview the proposed plans, ask questions, and voice concerns about a proposed development. Sol held its second virtual community meeting regarding Somos to provide construction updates via Zoom on Monday, June 17, 2024, at 6:00 pm. You can find the recording of the meeting at <https://youtu.be/rZ16bgsvrll>.

Meeting agenda:

- Welcome and Introductions
- Introduction to Sol Housing
- Construction Update
  - Site Plan
  - Timeline and Next Steps
- Partnership with IDCDC
  - Feedback: Business Poll
- Questions

Attachments: Appendix E: S4.20 Public Meeting Documentation

- Public Meeting Flyer
- Email from ONC
- Address labels
- Photo of flyer posted
- Emails to Neighborhood Associations
- Social Media Post
- Power Point Presentation with Agenda
- Meeting Minutes
- Zoom attendee list

**21. AFFORDABILITY PRIORITY #1 - Applicant should demonstrate that at least 30% of the units benefit households at or below 30% AMI.**

Somos Apartments will set-aside 21 units at or below 30% AMI representing 30.00% of 70 total units. 21 one-bedrooms will be set aside for these households as evidenced by the occupancy information in Appendix A as well as the underwriting template (Appendix B, Tab 'Rents and Income'). An additional benefit to households at or below 30% AMI is that 16 of the 21 units will have a Project Based Voucher, wherein the household will pay 30% of their income in rent with the Albuquerque Housing Authority paying the difference.

***See Table next page.***

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR LIHTC	100% of Project Based Vouchers 30	16	569
1 BR LIHTC	93% of LIHTC 30 AMI	5	569

22. AFFORDABILITY PRIORITY #2 - Applicant should demonstrate that at least 50% of the units benefit households at or below 50% AMI.

Somos Apartments will set-aside 35 units at or below 50% AMI representing 50.00% of 70 total units. (Somos will set-aside 21 units at or below 30% AMI representing 30.00% of 70 total units plus an additional 14 units at or below 50% AMI representing 20.00% of 70 total units.) There will be 35 one-bedrooms available to households at or below 50% AMI as evidenced in the occupancy information of Appendix A as well as the underwriting template (Appendix B, Tab 'Rents and Income'). An additional benefit to households at or below 50% AMI is that 25 of the 35 units will have a Project Based Voucher, wherein the household will pay 30% of their income in rent with the Albuquerque Housing Authority paying the difference.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit
1 BR Low HOME LIHTC	93% of Low HOME	5	569
1 BR LIHTC	100% of Project Based Vouchers 50	9	569
1 BR LIHTC	100% of Project Based Vouchers 30	16	569
1 BR LIHTC	93% of LIHTC 30 AMI	5	569

23. MIXED-INCOME PRIORITY - Applicant should demonstrate that at least 10% of the total units are Market Rate, provided that not less than 90% of the HOME-assisted units are occupied by households that do not exceed 60% AMI.

There are eleven (11) market rate units at Somos which represents 15.7 % of the 70 residential units, which are in excess of 10% of the total units Mixed-Income Priority. The project complies with the **HOME Program Rule**, evidenced by the 'Rents & Income' tab in Appendix B: Multifamily Underwriting Somos. The High HOME Program Rent limit is \$1,005 per unit and we are forecasting rents at or below the High HOME unit rent, before utility allowances. Furthermore, to comply with 90% of all HOME units rented and occupied to households with less than 60% AMI in the HOME Program Rule, we are forecasting rents at or below the LIHTC 60% AMI rent limit of \$972. The Low HOME Program Rent limits are \$810 for one-bedroom units and we are forecasting rents at or below the Low HOME unit rent, before utility allowances. Finally, the Low HOME rents will also be compliant with the HOME Program Rule as these are forecasted at or below the LIHTC 50% AMI rent limit of \$810. All of these rent

restrictions specific to HOME, LIHTC, and Project based vouchers will allow >90% of the 25 HOME assisted units are occupied by households at or below 60% of the Area Median Income.

Unit Type	Underwritten Rent Level	# of Units	Square Footage per Unit	Gross Rent, per unit, per month	Monthly Utility Allowance	Net Rent After Utilities, per unit, per month
1 BR LIHTC	93% of LIHTC 60 AMI	4	569	\$900	\$53	\$847
1 BR High HOME LIHTC	90% of High HOME	20	569	\$900	\$53	\$847
1 BR Low HOME LIHTC	93% of Low HOME	5	569	\$750	\$53	\$697
1 BR LIHTC	100% of Project Based Vouchers 50	9	569	\$1,036	\$55	\$981
1 BR LIHTC	100% of Project Based Vouchers 30	16	569	\$1,036	\$55	\$981
1 BR LIHTC	93% of LIHTC 30 AMI	5	569	\$450	\$53	\$397

# Section 5: Disclosures, Release of Information, and Certification

<b>Prior Foreclosure:</b> Developer/Co-Developer must list any projects they have owned or developed that has received a notice of default prior to foreclosure that has not been cured, is in the process of foreclosure, or has been fully foreclosed upon while the Applicant, Developer, general partner (or Person with a Controlling Interest in any of these entities) has/had an interest and/or involvement in the project and acknowledge the disclosures regarding the foreclosed property are accurate.	
Project Name: Not Applicable	Project Address:
Project Name: Not Applicable	Project Address:

<b>Removal by Development Team Member:</b> Developer/Co-Developer must list any projects previously awarded Federal, City, or Tax Credit funding within the last five (5) years in which they were terminated or removed by any other member of the Development Team.	
Project Name: Not Applicable	Project Address:
Project Name: Not Applicable	Project Address:

<b>Fraud and Misrepresentation:</b> Developer/Co-Developer must list any conviction, current indictment or complaint, or circumstances where it has been found liable, or is currently accused of fraud, in this State or any other State, or misrepresentation relating to: (a) issuance of securities; (b) the development, construction, operation or management of a Tax Credit or other government subsidized housing program; (c) the conduct of the business of the Developer, general partner or any Person with a Controlling Interest in either such party in any administrative or other proceeding; or (d) any filing with the Internal Revenue Service in any State.	
--	--

1. Not Applicable
2. Not Applicable

## Disclosures

The undersigned hereby certifies that the statements made in this application are true, correct and complete.

Developer Name: Sol Housing	
Developer Signature: <u>Felipe Rael</u> Felipe Rael (Aug 2, 2024 09:56 MDT)	Title: Executive Director
Printed Name: Felipe Rael	

Co-Developer Name: Not Applicable	
Co-Developer Signature:	Title:
Printed Name:	

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Sol Housing</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Sol Housing</a>	
Developer Team Member Signature:  <u><a href="#">Felipe Rael</a></u> <small>Felipe Rael (Jun 17, 2024 10:15 MDT)</small>	Date:  06/17/2024
Printed Name:  <a href="#">Felipe Rael</a>	Title:  <a href="#">Executive Director</a>

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Hartman + Majewski Design Group</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Hartman + Majewski Design Group</a>	
Developer Team Member Signature:  <u><i>Ketan Bharatiya</i></u> <a href="#">Ketan Bharatiya (Jun 15, 2024 20:56 MDT)</a>	Date:  06/15/2024
Printed Name:  <a href="#">Ketan Bharatiya</a>	Title:  <a href="#">Principal Architect</a>

## AUTHORIZATION FOR RELEASE OF DEVELOPER TEAM INFORMATION

The form is to be completed and submitted for each member of the development team as reflected in the attached list of the Development Team.

To complete this form, please enter the required information and signature in the lower table. The upper table will be completed by the City.

Project Name:  <a href="#">Somos Apartments</a>
Developer Team Member Company:  <a href="#">Green Insight, LLC</a>

We hereby request and authorize you to release to the City of Albuquerque, New Mexico (City) any information regarding the Development Team Member listed above, as it relates to their performance in the development and operation of housing under a federal, state or local governmental agency or program. This includes curing of or failure to cure any project non-compliance, and any formal/informal action by your agency as it relates affordable housing development.

Developer Team Member Company Name:  <a href="#">Green Insight, LLC</a>	
Developer Team Member Signature:  <u><a href="#">Ryan Moore</a></u> <small>Ryan Moore (Jun 21, 2024 11:35 EDT)</small>	Date:  06/21/2024
Printed Name:  <a href="#">Ryan Moore</a>	Title:  <a href="#">Managing Director</a>



## Applicant Certification


The undersigned hereby certify that the Project will comply with:

- All State and Local regulations, codes and ordinances that apply to the project
- All Federal regulations, codes and statutes that apply to the project, including but not limited to U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity- Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. 40, Appendix A, Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; 24 C.F.R. Part 8, and the Fair Housing Act (42 U.S.C. 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- All current International Energy Conservation Code standards

The undersigned acknowledges the receipt of affordability requirements for the funding source being requested and understands that the required affordability terms will be imposed upon the Project should funding be awarded.

The undersigned hereby applies for the item(s) as specified above and represents that the property described herein will not be used for any illegal or restricted purposes. The undersigned certifies that the statements made in this application and all attachments are true, correct and complete. Verification may be obtained from any source necessary.

### Original Signature Required

Applicant Name: <b>Sol Housing</b>	
Applicant Representative Signature:  <small>Felipe Rael (Aug 2, 2024 09:56 MDT)</small>	Title: <b>Executive Director</b>
Printed Name: <b>Felipe Rael</b>	Date: <b>08/02/2024</b>

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #8: Representations and Certifications**

The undersigned HEREBY GIVE ASSURANCE THAT:

The Applicant agency named below will comply and act in accordance with all federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti-discrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and

That the Applicant agency named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and

That no funds awarded as a result of this request will be used for sectarian religious purposes, as specified in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque*, § 10 (E)(2), that: (a) there shall be no religious test for admission for services; (b) there shall be no requirement for attendance of religious services; (c) there shall be no inquiry as to a client's religious preference or affiliations; (d) there shall be no proselytizing; and (e) services provided shall be essentially secular, however, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

Agency Name Sol Housing

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: Felipe Rael (Jul 11, 2024 17:33 MDT) Date: 07/11/2024

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #9: Attachments on File**

Instructions: If an Applicant has received a social services contract from the Department of Health, Housing & Homelessness within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested. If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g., changes in board members, organizational structure, etc.) check the box marked “Revised Attached” and submit the revised document with the project proposal.

Document	Current		Revised Attached
Certificate of Non-Profit Incorporation <a href="#">IRS letter for Sol Housing attached - certificate on file</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Articles of Incorporation	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Current By-Laws <a href="#">Updated July 2024</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Applicable Licenses	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Listing of Current Board Members <a href="#">Updated July 2024</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Current Organization Chart <a href="#">Updated July 2024</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Travel Reimbursement Policies (if Applicable)	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Accounting Policies and Procedures	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Personnel Policies and Procedures	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Conflict of Interest Statement <a href="#">Attached for new board members appointed in July - remaining statements on file</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
New Mexico Certificate of Good Standing	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Job Descriptions / Résumés of Key Personnel <a href="#">Appendix E: Supporting Documentation 01.05 Resumes</a>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Agency's Most Recent Audit	<input checked="" type="checkbox"/>		<input type="checkbox"/>



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
PO Box 2508  
Cincinnati, OH 45201

Date: June 28, 2024  
Employer ID number: 85-0412352  
Form 990 required: Yes  
Person to contact: Name: D Finley  
ID number: 1001747347

**SOL HOUSING**

320 GOLD AVE SW STE 918  
ALBUQUERQUE, NM 87102

Dear Sir or Madam:

We're responding to your request dated June 07, 2024, about your tax-exempt status.

We issued you a determination letter in September 1993, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

# **SOL HOUSING**

## **AMENDED BYLAWS:**

Amended: July 28, 1998

Amended: April 14, 2020

Amended: December 7, 2021

Amended: July 9, 2024

## **ARTICLE I**

### **NAME**

The name of this corporation shall be Sol Housing, hereinafter called the "Corporation."

## **ARTICLE II**

### **PURPOSE**

The purposes for which the Corporation is formed are exclusively charitable. The specific purposes are as follows:

- A. To combat the deterioration of lower income communities;
- B. To provide new housing opportunities that will combat racial and other forms of discrimination in the housing market;
- C. To provide new opportunities for decent housing that is affordable to low and moderate-income persons.

## **ARTICLE III**

### **LEGALLY MANDATED DUTIES**

**Section 3.01, Duty of Care.** All board members must care for the rights and needs of the members and ensure that the mission of the Corporation is followed, as well as to exercise fiduciary responsibility. Board members will be responsible for reading the strategic plan, previous and current board minutes, fiscal reports, and any other pertinent documents describing the Corporation and the decisions it has made. This standard requires that each board member:

- A. Be reasonably informed of the Corporation's activities, programs, and finances;
- B. Participate in decisions through active participation in board meetings and voting;
- C. Do so in good faith and with care of "an ordinarily prudent person in similar circumstances", meaning that a board member must review the documents noted in a timely and careful manner, must apply good business judgment, and must act to ensure that appropriate professional expertise is solicited and monitored.

**Section 3.02, Duty of Loyalty.** A board member shall put the interest of the Corporation ahead of the member's own interest. Once a vote has been taken, an individual director should

support the decision of the board. Board members shall maintain confidentiality in the Corporation decision-making activities when they are not to be a matter of public record.

**Section 3.03, Duty of Obedience.** All board members must follow written policies, rules, and procedures; Articles of Incorporation; and these bylaws. Board Directors, always, will perform their duties in compliance with the law.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

**Section 4.01, Authority.** Except as otherwise required by law or provided by these bylaws, the entire control of the Corporation and its affairs and property shall be vested in its Board of Directors, hereinafter called the "Board."

**Section 4.02 Composition.** The Board shall consist of at least five (5) but no more than nine (9) members, all of whom shall be volunteers and not paid personnel of this Corporation. During any period in which the Corporation is applying or expending funds from the federal HOME program, the composition of the Board shall meet the requirements of a Community Housing Development Corporation (CHDO) as defined by that program. In addition, the Executive Director shall serve as a non-voting ex-officio member of the board.

**Section 4.03 Nominations.** The Board may elect new Directors at any time to fill Board vacancies or expand the existing number of Directors in accordance with Section 4.02 so long as the requirements of this section are met. Five (5) days prior to the election of any new Director, the existing Board shall receive a resume of proposed new Directors for their review and consideration.

**Section 4.04, Terms.** The Board shall be elected for staggered terms of two years according to election policies established by the Board. The term of office shall commence upon election. Directors elected by Special Election shall serve terms established at the time of their election, consistent with the provisions of these Bylaws. No person may serve more than four consecutive two-year terms.

**Section 4.05, Term of Office following a Vacancy.** A Director may be elected or appointed to fill a vacancy created by a board member's departure before the end of a regular term. The term will begin at the next regular board meeting and continue for the remainder of the vacated term. Partial terms shall not be included in the term limit as described in Section 4.04.

**Section 4.06, Regular Election.** Directors shall be elected at a duly scheduled Meeting of the Board of Directors. The Board shall establish policies governing the nomination and election of the Board, provided that the Board itself shall elect members to the Board.

**Section 4.07, Special Election to Fill Vacancies.** The Board may fill vacancies consistent with the nomination and election procedures established by the Board.

**Section 4.08, Resignation.** Any Director may resign at any time by giving written notice to the President or the Executive Director. Unless otherwise specified, such resignation shall be effective upon the receipt of notice by the President or the Executive Director.

**Section 4.09, Constructive Resignation.** A Director who fails to attend three consecutive meetings of the Board, except for Emergency Meetings, shall be deemed to have resigned from the Board unless good cause for absence and a continuing interest in participation on the Board are recognized by the Board. Such Director shall be provided an opportunity by the Board to establish good cause for absence and a continuing interest in participating prior to the resignation deemed to have occurred shall take effect.

**Section 4.10, Removal of Directors.** A Director of the Corporation may be removed for good cause by the Board when such Director is judged to have acted in a manner seriously detrimental to the best interests of the corporation. Removal must be by a two-thirds (2/3) majority vote of the Board at a Board meeting; a quorum being duly assembled. The Director who is the subject of a removal action shall not be permitted to vote on their removal and their presence shall not count toward establishing a quorum of the Board for the purposes of this paragraph.

**Section 4.11, Day-to-Day Management.** The Board of Directors may employ an Executive Director to implement the Corporation's policies and procedures and to administer its day-to-day operations, including staff management. Implementation of the policies and procedures and staff direction shall be at the sole discretion of the Executive Director, subject to Board of Directors appeal and review processes.

**Section 4.12, Duties of the Board.** The duties of the Board of Directors include but are not limited to:

- A. Oversee the financial affairs and activities of the Corporation.
- B. Perform an annual review of salary considerations for the Executive Director.
- C. Authorize the highest-ranking officer of the Board to manage the affairs of the Corporation in the unexpected departure of the Executive Director.
- D. Appoint an interim Executive Director within thirty (30) days of the vacancy of the Executive Director.
- E. Lead the search effort for the hiring of a new Executive Director.
- F. Review the Corporation's Articles of Incorporation and Bylaws periodically and recommend any changes/modifications as needed.
- G. Such other powers and duties as may be determined from time to time by the Board of Directors.

**Section 4.13, Conflict of Interest.** The conflict-of-interest policies shall apply to the procurement and disposition of all real property, equipment, supplies, and services by the Corporation and to the Corporation's provision of assistance to individuals, businesses, and other private entities. The Directors shall not use their position to profit personally at the expense of the Corporation. During their tenure, no member of the Board shall vote on any

matter in which such Director, parent, spouse, child, partner, employer, or similar related business that would be specifically, directly, or substantially affected by such action. The Board may establish additional reasonable policies to protect against any conflict of interest that could be detrimental to the corporation.

**Section 4.14, Compensation.** No voting Director shall receive any compensation for services as a director.

## **ARTICLE V**

### **MEETINGS OF THE BOARD OF DIRECTORS**

**Section 5.01, Open Meetings Act.** The Sol Housing Board of Directors will comply with the Open Meetings Act NMSA 1978 § 10-15-1. The Board will evaluate annually what constitutes reasonable notice for all regular, special, and emergency meetings as expected by the New Mexico Open Meetings Act and will approve a resolution adopting policies and procedures for complying with the Act. The resolution will be posted for public information.

**Section 5.02, Regular Meetings.** The Board will meet at least quarterly, at such time and places as the Board may establish. Board meetings will comply with the New Mexico Open Meetings Act and its annually passed Open Meetings Act Resolution.

**Section 5.03, Annual Meetings.** The Annual Meeting of the Board shall be held in the Fourth (4<sup>th</sup>) quarter of each calendar-year separate and distinct from a regular meeting. The Annual Meeting will comply with the New Mexico Open Meetings Act and its annually passed Open Meetings Act Resolution.

**Section 5.04, Special Meetings & Emergency Meetings.** Special meetings may be called by the President, or by any three Directors. Notice must be given as provided in section 5.01 of this Article, above, unless any three Directors determine that the matter at hand constitutes an emergency, in which case an Emergency Meeting may be called with notice given one day in advance of the meeting. Notice of Emergency Meetings shall be given to all directors, and may be given by phone or in person, and shall include a description of the subject matter to be discussed at the meeting. At any Special Meeting or Emergency Meeting, only those matters included in the notice may be acted upon unless all the Directors are present at the meeting and consent to act on other matters.

**Section 5.05, Closed Meetings.** Closed meetings of the Sol Housing Board of Directors are limited to those subject matters allowed to be closed to the public under the New Mexico Open Meetings Act. No other business than the business stated on the published agenda for the closed meeting may be covered in a closed meeting and no action will be taken in closed session. In open session following the closed session, or at the next Open Meeting immediately following the closed meeting, the Board will state on the record the time, date, and place that a closed meeting was held, and that nothing other than the published business was discussed.



Attendance in closed session shall be limited to the Directors and such other persons whose attendance is requested.

**Section 5.06, Quorum.** At any meeting of the Board, a quorum shall consist of a simple majority of the voting members of the Board.

**Section 5.07, Decision-making.** Decisions may be reached by a simple majority of those present and voting at a meeting at which a quorum has been duly assembled, except as otherwise provided in these Bylaws.

## **ARTICLE VI** **OFFICERS**

**Section 6.01, Designation.** The Corporation shall have such officers as the Board may from time to time designate by resolution; provided however, the Corporation shall always have a President, a Secretary, and a Treasurer. The Officers shall have the authority and exercise the duties specified by the Board by resolution from time to time. The office of Secretary and Treasurer may be held by the same person.

**Section 6.02, Election/Nominations.** The Chairperson shall appoint a nominating committee of not less than one (1) nor more than three (3) existing Board members to forward a slate of officers to be considered by the Board at its Annual Meeting. The procedures shall permit other candidates to run as well. The officers of the Corporation shall be elected by a simple majority vote of those Directors present and voting at the Annual Meeting. Any vacancies occurring in these offices, or in newly created offices shall be filled by simple majority vote of those Directors present and voting at a Board meeting at which a quorum has been duly assembled.

**Section 6.03, Tenure.** The officers shall hold office until the next Annual Meeting of the Board after their election, unless before such time, they resign or are removed from their offices, or unless they resign or are removed from the Board. Officers' terms will, if necessary, be extended for one year to cover their term in such office.

**Section 6.04, Removal from Office.** The officers shall serve at the pleasure of the Board and may be removed from office at any time by an affirmative vote of a two-thirds (2/3) majority of the Board at a meeting of the Board, a quorum having been duly assembled.

**Section 6.05, Duties of the President.** The President shall:

- A. Preside at all meetings of the Board when able to do so.
- B. Consult with the other officers and the Chairs of committees of the Corporation regarding the fulfillment of their duties.
- C. Supervise and regularly consult with the Executive Director to ensure that the policies and programs of the Board are being carried out.

- D. Perform such other duties as provided in these Bylaws or by the policies or resolutions of the Board.

**Section 6.06, Duties of the Secretary.** The Secretary shall:

- A. Assure that a list of all Directors of the Corporation and their mailing addresses is maintained by the Corporation.
- B. Assure that notice of all meetings of the Board is given according to these Bylaws.
- C. Assure that motions, votes, and decisions in meetings of the Board and Committees of the Board are accurately represented to those present and are accurately stated in the minutes of such meetings.
- D. Assure that minutes of the meetings of the Board and Committees of the Board are recorded, distributed, and kept on permanent record according to these Bylaws and policies adopted by the Board.
- E. Perform such other duties as provided by these Bylaws or by the policies or resolutions of the Board.

**Section 6.07, Duties of the Treasurer.** The Treasurer shall oversee the finances of the Corporation. Specifically, the Treasurer shall:

- A. Assure that the financial records of the Corporation are maintained according to sound accounting practices.
- B. Assure that funds of the Corporation are deposited in the name of the Corporation as provided in these Bylaws and in the policies and resolutions of the Board.
- C. Assure that all deeds, title papers, leases, and other documents establishing the Corporation's interest in property and rights in matters are maintained in the name of the Corporation in such manner as the Board directs.
- D. Assure that all money owed to the Corporation is duly collected and that all gifts of money or property to the corporation are duly received.
- E. Assure that proper disbursement of such funds as the Board may order or authorize to be disbursed.
- F. Oversee the preparation of financial reports, including a balance sheet and an income and expense statement, at the close of each quarter of each fiscal year and present such reports to the Board.
- G. Assure that such reports and returns as may be required by various governmental agencies are prepared and filed in a timely manner.
- H. Oversee the preparation of annual budget prior to the beginning of each fiscal year for the approval of the Board.

**ARTICLE VII**  
**COMMITTEES**

**Section 7.01, Committees of the Board.** The Board may from time to time appoint Committees of the Board that shall exercise such authority of the Board as provided by the policies or resolutions established by the Board. Committees of the Board shall operate. under the same

requirements, such as notice of meetings, quorum, and decision-making, provided by these Bylaws or by policies or resolutions of the Board. Every committee appointed shall consist of at least two directors. Committees of the Board may include persons who are not Directors, providing the Directors constitute a majority of each Committee of the Board.

**Section 7.02, Other Committees.** The Board may from time to time appoint other Committees to advise the Board or the Corporation's staff as provided by the policies or resolutions of the Board. These Committees shall not exercise the authority of the Board.

## **ARTICLE VIII**

### **LIABILITY, IMMUNITY, and INDEMNIFICATION**

**Section 8.01, Indemnification.** The Corporation shall indemnify to the fullest extent allowed under state law any person who is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, of whatever kind of nature by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement. The corporation may purchase and maintain insurance on behalf of any person who may be indemnified pursuant to this Section.

**Section 8.02, Indemnity Insurance.** The Board shall procure and maintain, with Corporation funds, Officers' and Directors' liability insurance to indemnify officers, directors, employees, and others with respect to liability arising from the performance by such persons of their duties in such capacities and such coverage may be broader than the Corporation's obligation to indemnify under Section 8.01 above to include indemnity for gross negligence. Such insurance shall not, however, provide for coverage for willful misconduct.

**Section 8.03, Immunity.** Except as otherwise provided in this section, no member of the Board of Directors shall be held personally liable for any damages resulting from:

- A. Any negligent act or omission of an employee of the Corporation;
- B. Any negligent act or omission of another director of the Corporation; or
- C. Any action taken as a director or any failure to take any action as a director unless;
  - 1. The director has breached or failed to perform the duties of the director's office; and
  - 2. The breach or failure to perform constitutes willful misconduct or recklessness.

The immunity provided in this section shall not extend to acts or omissions of Directors of the Board that constitute willful misconduct or recklessness personal to the Director. The immunity is limited to actions taken as a Director at meetings of the Board of Directors or a committee of the Board of Directors or by actions of the Directors without a meeting pursuant to applicable state law, currently Section 53-8-96 NMSA 1978.

**ARTICLE IX**  
**FINANCIAL TRANSACTIONS**

**Section 9.01, Accounts.** The Corporation shall maintain bank accounts to properly manage, track, and reconcile all funds received by the Corporation for general operations, contracts/grants, or other special purposes. These monies shall be properly coded in the accounting system to allow for individual tracking of income and expenses and reconciled in a timely manner.

**Section 9.02, Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December.

**Section 9.03, Budget.** The Executive Director shall compile a budget for each fiscal year. This budget will be reviewed by the Treasurer, who will submit the budget to the Board of Directors for review and approval.

**Section 9.04, Annual Audit.** The accounts of the Corporation shall be audited annually. Any audit shall always be available to the Board of Directors.

**Section 9.05, Books and Records.** Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The Corporation shall keep at its registered office or principal place of business:

- A. Correct and complete books and records of accounts.
- B. Minutes of the proceedings of its Board of Directors.
- C. Names and addresses of all Directors of the Corporation.

**ARTICLE X**  
**NONDISCRIMINATION**

The members, officers, directors, committee members, employees, and persons served by this Corporation shall be selected entirely on a nondiscriminatory basis with respect to age, disability, gender, sexual orientation, race, color, religion, sex, and national origin. No persons previously stated in this Article shall be subjected to harassment, including sexual harassment.

**ARTICLE XI**  
**DISSOLUTION**

In the event of dissolution of the Corporation, the remaining assets and property of the Corporation shall be distributed to one or more nonprofit corporations whose purpose is similar to the purpose of this Corporation which shall be selected by the Board of Directors.

**ARTICLE XII**  
**AMENDMENT OF THE BYLAWS**

The Articles of Incorporation may be amended, and these Bylaws may be amended or may be repealed, and new Bylaws adopted only by an affirmative vote of two-thirds (2/3) majority of the Board.

Approved:

  
\_\_\_\_\_  
Tessah Latson (Jul 10, 2024 01:02 PM)

President: Tessah Latson

  
\_\_\_\_\_  
Sarah Hurteau (Jul 10, 2024 14:15 EDT)

Secretary: Sarah Hurteau

**CERTIFICATION**

Sarah Hurteau, as Secretary of Sol Housing, hereby certifies that the foregoing is a true and correct copy of the Amended Bylaws of Sol Housing as amended at the meeting of the Board of Directors held July 9, 2024.



## 2024 Board of Directors

Name: **Tessah Latson, President**  
Appointed: *January 2018*  
*Reappointed January 2020*  
*Reappointed January 2022*  
*Reappointed January 2024*  
Term Ending: *January 2026*  
Affiliation: Unrestricted  
Census Tract: 30.01

Name: **Russell Brito, Vice-President**  
Appointed: *April 2021*  
*Reappointed April 2023*  
Term Ending: *April 2025*  
Albuquerque, NM 87107  
Census Tract: 31.00

Name: **Sarah Hurteau, Secretary**  
Appointed: *April 2021*  
*Reappointed April 2023*  
Term Ending: *April 2025*  
Affiliation: Unrestricted  
Census Tract: 25.00

Name: **Elvira Lopez, AICP, Treasurer**  
Appointed: *July 2022*  
*Reappointed July 2024*  
Term Ending: *July 2026*  
Affiliation: Public/Government Employee  
Census Tract: 3.00

Name: **Don Dudley**  
Appointed: *January 2019*  
*Reappointed January 2021*  
*Reappointed January 2023*  
Term Ending: *January 2025*  
Affiliation: Resident of Low-Income Neighborhood  
Census Tract: 35.01

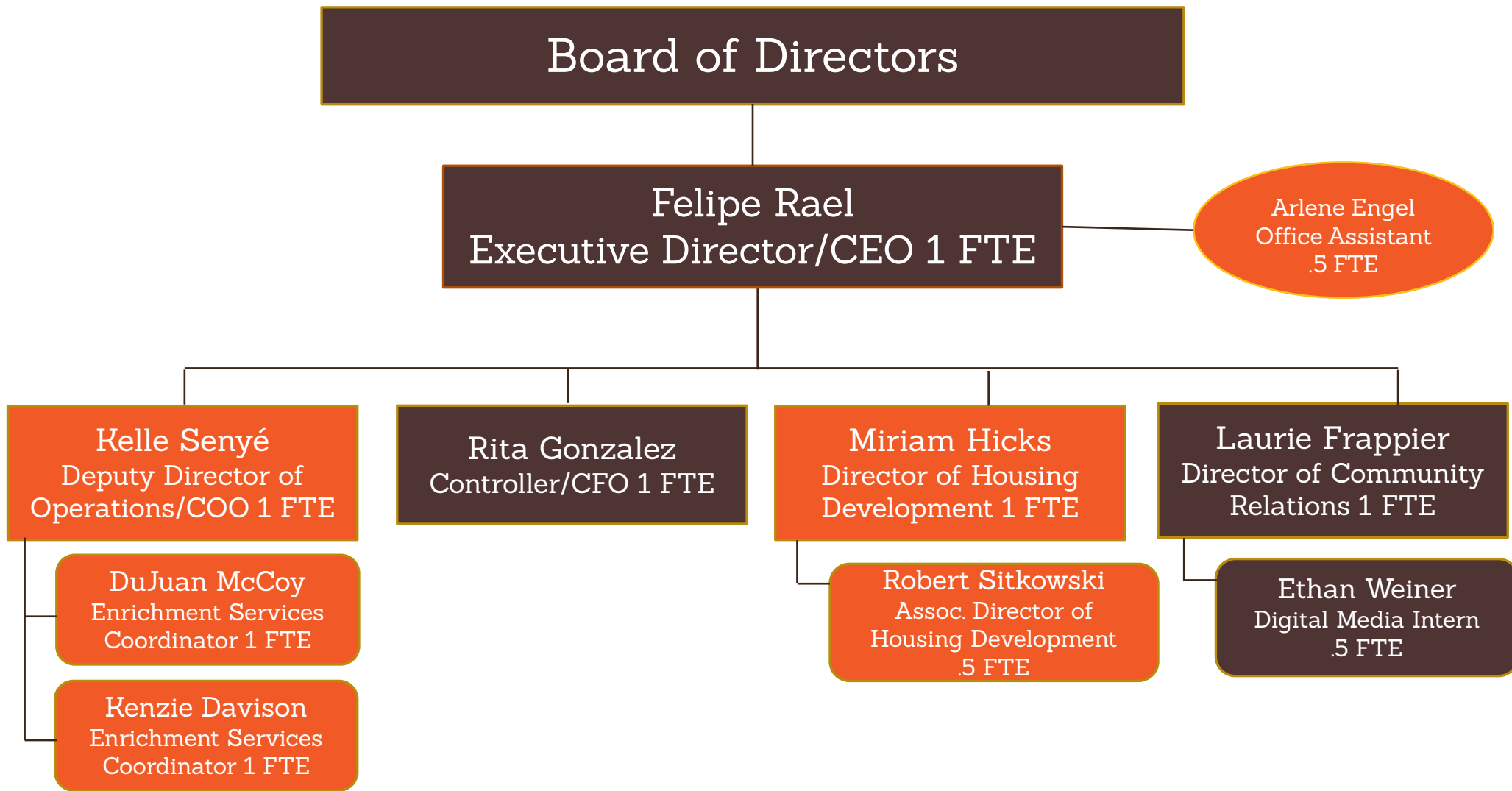
Name: **Ciaran Lithgow**  
Appointed: July 2024  
Term Ending: *July 2026*  
Affiliation: Public/Government Employee  
Census Tract: 17.00

Name: **Alan Vincioni**  
Appointed: July 2022  
*Reappointed July 2024*  
Term Ending: *July 2026*  
Affiliation: Unrestricted  
Census Tract: 1.25

Name: **Yvette Sammons-Rentz**  
Appointed: July 2024  
Term Ending: *July 2026*  
Affiliation: Resident of Low-Income Neighborhood  
Census Tract: 27.00

Name: **Kimberly Miller**  
Appointed: July 2024  
Term Ending: *July 2026*  
Affiliation: Resident of Low-Income Neighborhood  
Census Tract: 7.08

Revised July 2024






## Conflict of Interest Certification

By signing below, I certify that I have read and understand the conflict of interest policy.

### **NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, Ciaran Lithgow, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
Ciaran Lithgow (Jul 17, 2024 07:38 MDT)  
SIGNATURE

07/17/24  
DATE

### **DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict of interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Yvette Sammons-Rentz**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

Yvette Sammons-Rentz  
Yvette Sammons-Rentz (Jul 29, 2024 10:28 MDT)

July 29, 2024

-----  
Yvette Sammons-Rentz, Board Member

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

-----  
SIGNATURE

-----  
DATE




**Sol Housing**  
**Conflict of Interest Certification**

By signing below, I certify that I have read and understand the conflict of interest policy.

**NO ACTUAL, APPARENT OR POTENTIAL CONFLICTS OF INTEREST**

I, **Kimberly Miller**, hereby certify that, to the best of my knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. I further certify that I have and will continue to exercise due diligence in identifying and removing or mitigating, any such conflict of interest (or apparent conflict of interest).

  
[Kimberly Miller \(Jul 31, 2024 12:46 MDT\)](#)

Kimberly Miller, Board Member

July 31, 2024

**DISCLOSURE OF ACTUAL, APPARENT or POTENTIAL CONFLICTS OF INTEREST**

I, \_\_\_\_\_, hereby disclose the following present or currently planned interests (financial, contractual, organizational, or otherwise) relating to Sol Housing or contracts between Sol Housing and any of its vendors that may create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that may impinge on my ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #10: Drug Free Workplace Requirement Certification Form**

The agency certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug abuse in the workplace;
  - b. The agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the agency's drug-free workplace statement.
4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the agency's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notifying the City of Albuquerque, Department of Health, Housing & Homelessness within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.

8. The agency also certifies that the agency's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque.

Such locations are identified as follows:

Street Address: 320 Gold Ave NW City: Albuquerque

State: NM Zip: 87102 E-mail: info@solhousing.org

Agency Name Sol Housing

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: *Felipe Rael* Date: 07/11/2024  
Felipe Rael (Jul 11, 2024 17:33 MDT)

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #11: Debarment, Suspension, Ineligibility and Exclusion Certification**

I certify that the agency has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the agency, the City of Albuquerque, Department of Health, Housing & Homelessness will be notified immediately.

Agency Name: Sol Housing

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: *Felipe Rael* Date: 07/11/2024  
Felipe Rael (Jul 11, 2024 17:33 MDT)

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #12: Certification of Receipt of *Administrative Requirements***

The undersigned HEREBY CERTIFY THAT:

1. The agency/organization has received and reviewed a copy of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque*,; and
2. The agency/organization named below will adhere to these *Administrative Requirements* in its operation of City-funded programs; and
3. The *Administrative Requirements* are shared and accessible to all relevant staff.


Agency/Organization Name: Sol Housing

Tessah Latson

Typed Name of Authorized Board Official

Felipe Rael

Typed Name of Executive Director

  
Tessah Latson (Jul 11, 2024 16:23 MDT)

Signature

  
Felipe Rael (Jul 11, 2024 17:33 MDT)

Signature

Date: 07/11/2024

Date: 07/11/2024

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #13: Certification of Compliance with Federal Funding Requirements**  
**(NOT APPLICABLE FOR LOCALLY-FUNDED RFPS)**

The undersigned HEREBY GIVE ASSURANCE THAT:

If the percentage of federal funds that makes up the total program or project costs is greater than 0%, the Applicant agency named below will specifically comply and act in accordance with all applicable federal law governing programs receiving federal funds, including but not necessarily limited to:

1. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age. 45 CFR Part 91.
2. Civil Rights Act of 1964 (Title VI), providing that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. 45 CFR Part 80.
3. Education Amendments of 1972 (Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686), providing that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity. 45 CFR Part 86.
4. Rehabilitation Act of 1973 (Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, providing that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
5. USA Patriot Act (amending 18 U.S.C. 175-175c), prescribing criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
6. Public Health Security and Bioterrorism Preparedness and Response Act, provides protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the US homeland, or other criminal act. 42 U.S.C. 262a; 42 CFR Part 73.
7. Controlled Substances Act provides that grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by Section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
8. Limited English Proficiency. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Title VI of the Civil Rights Act of 1964.
9. Construction-Related Requirements
  - a. Architectural Barriers Act of 1968 (as amended 42 U.S.C. 4151 et seq.) sets forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with HHS grant support must comply with these requirements. 41 CFR 102-76; 36 CFR 1191.
  - b. Clean Air and Clean Water Act provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and

maintaining the chemical, physical, and biological integrity of the nation's waters. 42 U.S.C. 7606 and EO 11738.

- c. Safe Drinking Water Act provides for the protection of underground sources of drinking water that have an aquifer, which is the sole source of drinking water. No grant may be entered into for any project that the EPA Administrator determines may contaminate such aquifer.

10. Health, Safety, and Related Requirements

- a. HHS funds may not be spent for an abortion.
- b. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- c. Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) implements the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR Parts 160 and 164. The Privacy Rule applies only to covered entities.
- d. Confidentiality of Patient/Client Records. Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated or directly or indirectly assisted by any department or agency of the United States. 42 CFR Part 2.
- e. Drug Free Workplace Act of 1988, requires that all organizations receiving grants from any federal agency agree to maintain a drug free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. 42 U.S.C. 701 et seq.; 45 CFR Part 82.
- f. Pro-Children Act imposes restrictions on smoking in facilities where federally funded children's services are provided. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development. 20 U.S.C. 7183.

Agency Name Sol Housing

Typed Name of Authorized Board Official: Felipe Rael

Title: Executive Director

Signature: *Felipe Rael* Date: 07/11/2024  
Felipe Rael (Jul 11, 2024 17:33 MDT)





**Appendix #14  
Vendor Preference**

Date: 07/11/2024

To Whom It May Concern;

I certify that Sol Housing will have no vendor preferences.


Sincerely,  
*Felipe Rael*

Felipe Rael (Jul 11, 2024 17:33 MDT)

Felipe Rael

Executive Director

NOT APPLICABLE

	<b>VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY</b>	
	<b>City of Albuquerque Purchasing Division</b>	One Civic Plaza – 7 <sup>th</sup> Floor P.O. Box 1293 Room 7012 Albuquerque, NM 87103 Phone: (505) 768-3320 Fax: (505) 768-3355
<b>Preference Type: (Check applicable preference/s)      <input type="checkbox"/> Local-City Business      <input type="checkbox"/> Small Business <input type="checkbox"/> State Resident Business Preference      <input type="checkbox"/> State Resident Veteran Business Preference      <input type="checkbox"/> Pay Equity Preference</b>		
Legal Name of Firm: _____		
Contact Person: _____		Telephone: _____
E-mail Address: _____		Fax: _____
Mailing Address: _____		Physical Address (if Different): _____
Number of <u>full-time</u> employees working in the city of Albuquerque: _____		Attach 941 Tax Form
<p>Check all that apply:</p> <p><input type="checkbox"/> <b>I certify my company meets the following qualifications to be eligible for Local Business Preference:</b></p> <ol style="list-style-type: none"><li>1. Is headquartered in and maintains its principal office and place of business in the Greater Albuquerque Metropolitan Area. Attach 941 Tax Form.</li><li>2. Such location is staffed with full-time employees.</li><li>3. Such location is open to the public on a regular basis.</li><li>4. Is operating or performing its business from this location.</li><li>5. Note: A post office box shall not be considered a physical business address.</li></ol> <p><input type="checkbox"/> <b>I certify my company meets the following qualifications to be eligible for Small Business Preference:</b></p> <ol style="list-style-type: none"><li>1. Meets the requirements for a Local Business Preference (see above). Attach 941 Tax Form.</li><li>2. Employs fewer than fifty (50) full-time employees in a calendar year.</li></ol> <p><input type="checkbox"/> <b>I certify that I am attaching the Pay Equity Business Certificate.</b> NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Women's Pay Equity Task Force by telephone: (505) 768-3512 or email: <a href="mailto:oei@cabq.gov">oei@cabq.gov</a>.</p> <p><input type="checkbox"/> <b>I certify that I am attaching the New Mexico State certification of Resident Business.</b></p> <p><input type="checkbox"/> <b>I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.</b></p> <p><input type="checkbox"/> <b>I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for a preference shall be prohibited from bidding or proposing on City goods and/or services for a period of up to three (3) years.</b></p> <p>Authorized Signature: _____ Date: _____</p> <p>Printed Name: _____ Title: _____</p> <p style="text-align: center;">ACKNOWLEDGMENT</p> <p>State of New Mexico County of _____</p> <p>Signed and sworn to before me on _____ by _____.</p> <p style="text-align: right;">_____ Notary My Commission expires on _____</p>		



# Request for Supplier Information

Substitute Form

W9

Department of Finance and  
Administrative Services

## SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sol Housing

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

320 Gold Ave. SW #918

REMITTANCE ADDRESS (number, street, and apt or suite no)

320 Gold Ave. SW #918

CITY, STATE, and ZIP CODE

Albuquerque, NM 87102

REMITTANCE CITY, STATE, and ZIP CODE

Albuquerque, NM 87102

PHONE

505-244-1614

EMAIL ADDRESS

felipe@solhousing.org

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

□□□ - □□ - □□□□

85 - 0412352

□□ - □□□□□□ - □□ - □□

TAX CLASSIFICATION (check only one)

☐ INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

☐ C CORPORATION

☐ S CORPORATION

☐ PARTNERSHIP

☐ TRUST/ESTATE

☐ LIMITED LIABILITY COMPANY-- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single- member owner.

☒ 501(C)3/NON-PROFIT ORGANIZATION

☐ OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

## SECTION 2: BUSINESS DEMOGRAPHICS (CHECK ALL THAT APPLY)

☒ **Local Business** - Headquartered and maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County).

☐ **Doing Business Locally** - Either not headquartered or does not maintain its principal office and place of business here, but maintains a storefront in the Greater Albuquerque Metropolitan Area and employs one or more City of Albuquerque or Bernalillo County residents.

☐ **Woman Owned Business** - At least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

☐ **Minority Business Enterprise (MBE) Owned** - At least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more racial/ethnic minorities. Please specify the race/ethnicity of minority owners (question to the right).

☐ **LGBTQ+ Owned Business** - At least 51% owned and controlled by one or more LGBTQ+ individuals, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more LGBTQ+ individuals.

☐ **None of the Above Categories Apply**

If your business is MBE-owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

☐ Hispanic American

☐ Native American

☐ Black or African American

☐ Asian-Indian American

☐ Asian-Pacific American

## SECTION 3: PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

ELECTRONIC POs AND INVOICES (select one)

☐ Transcepta (preferred method)

☐ Email

PO CONTACT INFORMATION

FULL NAME

EMAIL ADDRESS

## SECTION 4: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

Rita Gonzalez

DATE July 18, 2024

PRINT NAME

Rita Gonzalez

TITLE Controller

SUBMIT FORM

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

Approved by OMB

4040-0013

NOT APPLICABLE

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**  
☒ Prime    ☐ SubAwardee  
 \* Name:   
 \* Street 1:     Street 2:   
 \* City:     State:     Zip:   
 Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input style="width: 450px; height: 20px;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input style="width: 450px; height: 20px;" type="text"/> CFDA Number, if applicable: <input style="width: 150px;" type="text"/>
<b>8. Federal Action Number, if known:</b> <input style="width: 450px; height: 20px;" type="text"/>	<b>9. Award Amount, if known:</b> \$ <input style="width: 150px;" type="text"/>

**10. a. Name and Address of Lobbying Registrant:**  
 Prefix:     \* First Name:     Middle Name:   
 \* Last Name:     Suffix:   
 \* Street 1:     Street 2:   
 \* City:     State:     Zip:

**b. Individual Performing Services** (including address if different from No. 10a)  
 Prefix:     \* First Name:     Middle Name:   
 \* Last Name:     Suffix:   
 \* Street 1:     Street 2:   
 \* City:     State:     Zip:

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* Signature:**   
**\* Name:**    Prefix:     \* First Name:     Middle Name:   
                   \* Last Name:     Suffix:   
**Title:**     **Telephone No.:**     **Date:**

**Federal Use Only:**

Authorized for Local Reproduction  
 Standard Form - LLL (Rev. 7-97)

# Pay Equity Reporting Form



City of Albuquerque  
www.cabq.gov



Bernalillo County  
www.berncogov



Water Authority  
www.abcwua.org

## Company Details

Company Name	Sol Housing	Mailing Address	320 Gold Ave. SW #918 Albuquerque, NM 87102
Phone	210-643-6645		
Email Address	rita@solhousing.org	NM Employees?	yes

Job Category	No. Females	No. Males	Gap (Abs. %)
1.1 Exec/Senior Level Officials/Mgrs	0	1	N/A
1.2 First/Mid Level Officials/Mgrs	3	0	N/A
2 Professionals	0	1	N/A
3 Technicians	0	0	N/A
4 Sales Workers	0	0	N/A
5 Office and Admin. Support	1	1	30.81%
6 Craft Workers (Skilled)	1	1	3.38%
7 Operatives (Semi-Skilled)	0	0	N/A
8 Laborers (Unskilled)	0	0	N/A
9 Service Workers	0	0	N/A
Overall Total	5	4	17.10%

Total # of Females (all categories)	5	Total # of Males (all categories)	4
Total # Female Only Job Categories	1	Total # Male Only Job Categories	2
Total # Part Time Females	1	Total # Part Time Males	2
Female % Workforce	55.56%	Male % of Workforce	44.44%
Total # Employees	9	Total # Non-Binary Employees	0

**Must be signed by a representative of the company.** Signature certifies that all employees working in New Mexico are included, the data is for one year ending when the form is signed, and any challenges to your information may require you to get third party verification at your own expense.

Rita Gonzalez  
 Rita Gonzalez Controller      Signature      Date Submitted: Jul 11, 2024

**Following your submission, the system will calculate and certify your Overall Total Pay Gap. A copy of the Pay Equity Reporting Form will be emailed to you for inclusion with your bid or proposal. If the Overall Total Pay Gap on your form is 0%, you are eligible for a 5% preference. Please keep in mind that a completed Pay Equity Reporting Form must be submitted with all bids and proposals, regardless of the Overall Total Pay Gap. Please contact the contact person identified in the applicable Agency's solicitation documents with any questions about the Pay Equity Reporting Form.**

City of Albuquerque  
Department of Health, Housing & Homelessness  
**APPENDIX #18: UEI Number and SAM Registration Acknowledgement**

Organization Name: Sol Housing

Unique Entity Identifier Number: CW1GD8Z527D4

I, Felipe Rael, as representative of Sol Housing, hereby acknowledge that I have obtained the above UEI Number in association with the above-mentioned organization, and registered that UEI Number with the System for Award Management (SAM).

Felipe Rael *Felipe Rael*  
Felipe Rael (Jul 11, 2024 17:33 MDT)

07/11/2024

Name

Executive Director

Title, as Authorized Representative of

Sol Housing

Organization