

**SUPPLEMENTAL BOARD BOOK
OF
June 17, 2021**



Leo Vasquez III, Chair
Leslie Bingham, Vice-Chair
Paul Braden, Member
Sharon Thomason, Member
Ajay Thomas, Member
Brandon Batch, Member

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
GOVERNING BOARD MEETING

A G E N D A
9:00 AM
June 17, 2021

Meeting Location: In light of the March 13, 2020, disaster declaration by the Office of the Governor, and the subsequent waivers of portions of Tex. Gov't Code, Ch. 551*, this meeting of the TDHCA Governing Board will be accessible to the public via the telephone and web link information, below. In order to engage in two-way communication during the meeting, persons must first register (at no cost) to attend the webinar via the link provided. Anyone who calls into the meeting without registering online will not be able to ask questions or provide comments, but the meeting will still be audible. A recording of the meeting will be made available to the public as soon as possible following the meeting.

Governing Board Webinar registration:

<https://attendee.gotowebinar.com/register/3614837305911894032>

Dial-in number: +1 (213) 929-4212, access code 374-973-001 (persons who use the dial-in number and access code without registering online will only be able to hear the Board meeting and will not be able to ask questions or provide comments). Note, this meeting will be proceeding as a videoconference under Tex. Gov't Code §551.127, as modified by waiver.

If the GoToWebinar terminates prior to adjournment of the meeting (i.e. if the webinar session "crashes") the meeting will be recessed. A new link to the meeting will be posted immediately on the TDHCA Board meetings web page (<https://www.tdhca.state.tx.us/board/meetings.htm>) along with the time the meeting will resume. The time indicated to resume the meeting will be within six hours of the interruption of the webinar. Please note that in this contingency, the original meeting link will no longer function, and only the new link (posted on the TDHCA Board meetings web page) will work to return to the meeting.

CALL TO ORDER

ROLL CALL

CERTIFICATION OF QUORUM

Leo Vasquez, Chair

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

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

* The list of Open Meeting laws subject to temporary suspension effective March 16, 2020, is available at: <https://www.texasattorneygeneral.gov/sites/default/files/images/admin/2020/Press/Open%20Meeting%20Laws%20Subject%20to%20Temporary%20Suspension.pdf>

CONSENT AGENDA

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

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

EXECUTIVE

- a) Presentation, discussion, and possible action on Board meeting minutes summaries for March 11, 2021; April 8, 2021; and May 13, 2021

Beau Eccles
General
Counsel

ASSET MANAGEMENT

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

Rosalio Banuelos
Director of Asset
Management

14428	Aloysius A. Ochoa Apartments	El Paso
060014	Nacogdoches Senior Village	Nacogdoches
96038	2100 Memorial	Houston

- c) Presentation, discussion, and possible action regarding a Material Amendment to the Housing Tax Credit Application

17239	Abbingtion Ranch	Boerne
14429	Lyndon B. Johnson Memorial Apartments	El Paso

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

92176	Oaks at Mustang	Alvin
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COMMUNITY AFFAIRS

- e) Presentation, discussion, and possible action on the 2022-2023 Community Services Block Grant State Plan for submission to the U.S. Department of Health and Human Services and approval of the associated 2022 awards
- f) Presentation, discussion, and possible action on approval of the 2022 Low Income Home Energy Assistance Program State Plan for submission to the U.S. Department of Health and Human Services and approval of the associated 2022 awards
- g) Presentation, discussion and possible action on the Low Income Household Water Assistance Program funded through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021 and authorization to program and award such funds

Michael De Young
Director of
Community Affairs

HOUSING RESOURCE CENTER

- h) Presentation, Discussion, and Possible Action on the final 2021 State of Texas Consolidated Plan: One-Year Action Plan

Elizabeth Yevich
Director of
Housing Resource Center

LEGAL

- i) Presentation, discussion, and possible action regarding the adoption of an Agreed Final Order concerning White Rock Hills (HTC 07001 / CMTS 4431)

Jeff Pender
Deputy General Counsel

MULTIFAMILY FINANCE

- j) Presentation, discussion, and possible action to amend the 2021-1 Multifamily Direct Loan Notice of Funding Availability

Marni Holloway
Director of
Multifamily Finance

CONSENT AGENDA REPORT ITEMS

ITEM 2: THE BOARD ACCEPTS THE FOLLOWING REPORTS:

- a) Media Analysis and Outreach Report (April 2021)
- b) Report on Activities Related to the Department's Response to COVID-19 Pandemic
- c) Housing Finance Activity Report

Michael Lyttle
Director of
External Affairs
Brooke Boston
Deputy Director
of Programs
Cathy Gutierrez
Director of Texas
Homeownership

ACTION ITEMS

ITEM 3: BOARD

Presentation, discussion, and possible action on the election from the board membership of an assistant presiding officer (or "Vice Chair") of the Governing Board for the upcoming biennium pursuant to Tex. Gov't Code §2306.030

Leo Vasquez
Chair

ITEM 4: EXECUTIVE

- a) Executive Director's Report
- b) Presentation, discussion, and possible action to authorize the issuance of the Housing Stabilization Services Notice of Funding Availability and publication in the Texas Register

Bobby Wilkinson
Executive Director, TDHCA
Brooke Boston
Deputy Director
of Programs

ITEM 5: INTERNAL AUDIT

Report on the meeting of the Internal Audit and Finance Committee

Sharon Thomason
Chair of Audit and Finance
Committee

ITEM 6: FINANCIAL ADMINISTRATION

- a) Approval of the FY 2022 Operating Budget
- b) Approval of the FY 2022 Housing Finance Division Budget

Joe Guevara
Director of Financial
Administration

ITEM 7: BOND FINANCE

- a) Presentation, discussion, and possible action approving a plan to be submitted to the U.S. Department of the Treasury with respect to administration of the Homeowner Assistance Fund, established pursuant to the American Rescue Plan Act, for the State of Texas, and to accept public comment on the plan
- b) Presentation, discussion, and possible action on Resolution No. 21-031 authorizing the filing of one or more applications for reservation to the Texas Bond Review Board with respect to Qualified Mortgage Bonds and containing other provisions relating to the subject
- c) Report on the closing of the Department's Residential Mortgage Revenue Bonds, Series 2021A and Residential Mortgage Revenue Refunding Bonds, Series 2021B (Taxable)
- d) Presentation, discussion and possible action on Resolution No. 21-032 regarding Amendments to Funding Loan Agreements relating to certain Governmental Lender Notes issued by the Department
- e) Presentation, discussion and possible action on Resolution No. 21-033 amending previously adopted resolution relating to the Issuance of a Governmental Note for Caroline Lofts Series 2021 and the re-issuance of a Determination Notice of 4% Housing Tax Credits

Monica Galuski
Director of Bond
Finance

Michelle Straley
Senior Financial Analyst

Teresa Morales
Director of
Multifamily Bonds

ITEM 8: MULTIFAMILY FINANCE

- a) Presentation, discussion, and possible action regarding a waiver of 10 TAC §11.101(b)(5) of the 2021 Qualified Allocation Plan relating to Common Amenities for El Rosario Homes (#21423) in Mission and La Merced Homes (#21424) in Mercedes
- b) Presentation, discussion, and possible action regarding a waiver of 10 TAC §11.101(b)(1)(A)(ii) of the Qualified Allocation Plan (QAP) and the issuance of a Determination Notice for 4% Housing Tax Credits for Yager Flats (#21435)
- c) Presentation, discussion, and possible action on a waiver relating to 10 TAC §11.101(b)(1)(B)(i) relating to Ineligibility of Elderly Developments for Historic Oaks of Allen Parkway Village in Houston
- d) Presentation, Discussion, and Possible Action on a waiver relating to 10 TAC §11.101(b)(2) of the Qualified Allocation Plan (QAP), related to Development Size Limitations for Narrows Apartments in Hutto
- e) Presentation, discussion and possible action regarding eligibility under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones for Villas at Shriner’s Point (#21612) in San Angelo
- f) Presentation, discussion, and possible action regarding the issuance of a Determination Notice for 4% Housing Tax Credits for Westmoreland Station (#21417) in Dallas
- g) Report on requests to re-issue Determination Notices for 2021 Non-competitive 4% Housing Tax Credit applications due to the impact of increased construction costs
- h) Presentation, discussion and possible action on timely filed appeals

Marni Holloway
Director of
Multifamily Finance

21128 Fisher Street Apartments Houston
21131 Boulevard 61 Houston

- i) Presentation, discussion and potential action of a waiver of requirements under 10 TAC 11.8(b)(2)(B) related to Notification Recipients
- j) Report of Third Party Request for Administrative Deficiency under 10 TAC §11.10 of the 2021 Qualified Allocation Plan
- k) Presentation, discussion, and possible action to issue a list of approved Applications for 2021 Housing Tax Credits (HTC) in accordance with Tex. Gov’t Code §2306.6724(e)
- l) Presentation, discussion and possible action regarding eligibility under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones for 800 Middle in Houston
- m) Presentation, discussion, and possible action regarding the approval for publication in the Texas Register of the 2021-3 Multifamily Direct Loan Notice of Funding Availability

ITEM 9: COMMUNITY AFFAIRS

Presentation, discussion, and possible action on an appeal of Galveston County Community Action Council’s terminated application to administer the Comprehensive Energy Assistance Program in Brazoria, Fort Bend, Galveston, and Wharton counties

ITEM 10: ASSET MANAGEMENT

- a) Presentation, discussion, and possible action regarding a resolution of a dispute concerning the Carryover Agreement

Gavin Reid
Manager of Planning
and Training

Rosalio Banuelos
Director of Asset
Management

16258 Provision at West Bellfort Sugar Land

- b) Presentation, discussion, and possible action on timely filed appeal under the Department’s Multifamily Program Rules

95007 The Heights at Post Oak Apartments Houston

EXECUTIVE SESSION

The Board may go into Executive Session (close its meeting to the public):

Leo Vasquez
Chair

The Board may go into Executive Session Pursuant to Tex. Gov't Code §551.074 for the purposes of discussing personnel matters including to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee;

Pursuant to Tex. Gov't Code §551.071(1) to seek the advice of its attorney about pending or contemplated litigation or a settlement offer;

Pursuant to Tex. Gov't Code §551.071(2) for the purpose of seeking the advice of its attorney about a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Tex. Gov't Code Chapter 551; including seeking legal advice in connection with a posted agenda item;

Pursuant to Tex. Gov't Code §551.072 to deliberate the possible purchase, sale, exchange, or lease of real estate because it would have a material detrimental effect on the Department's ability to negotiate with a third person; and/or

Pursuant to Tex. Gov't Code §2306.039(c) the Department's internal auditor, fraud prevention coordinator or ethics advisor may meet in an executive session of the Board to discuss issues related to fraud, waste or abuse.

OPEN SESSION

If there is an Executive Session, the Board will reconvene in Open Session. Except as specifically authorized by applicable law, the Board may not take any actions in Executive Session.

ADJOURN

To access this agenda and details on each agenda item in the board book, please visit our website at www.tdhca.state.tx.us or contact Michael Lyttle, 512-475-4542, TDHCA, 221 East 11th Street, Austin, Texas 78701, and request the information. If you would like to follow actions taken by the Governing Board during this meeting, please follow TDHCA account (@tdhca) on Twitter.

Individuals who require auxiliary aids, services or sign language interpreters for this meeting should contact Nancy Dennis, at 512-475-3959 or Relay Texas at 1-800-735-2989, at least five days before the meeting so that appropriate arrangements can be made. Non-English speaking individuals who require interpreters for this meeting should contact Elena Peinado, 512-475-3814, at least five days before the meeting so that appropriate arrangements can be made.

Personas que hablan español y requieren un intérprete, favor de llamar a Elena Peinado, al siguiente número 512-475-3814 por lo menos cinco días antes de la junta para hacer los preparativos apropiados.

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BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Presentation, discussion, and possible action to amend the 2021-1 Multifamily Direct Loan Notice of Funding Availability

RECOMMENDED ACTION

WHEREAS, pursuant to the national Housing Trust Fund (NHTF) implementing regulations at 24 CFR §93.301(b), each State must obtain HUD approval of its NHTF Allocation Plan Rehabilitation Standards in order to make rehabilitation an eligible activity under the State’s NHTF program;

WHEREAS, on June 3, 2021, HUD formally approved the State of Texas’ NHTF Rehabilitation Standards;

WHEREAS, staff recommends including acquisition with rehabilitation and rehabilitation as eligible activities under NHTF in the 2021-1 NOFA;

WHEREAS, NHTF funds are also proposed to be placed in the 2021-3 NOFA; and

WHEREAS, if the Soft-Repayment Set-Aside is undersubscribed in this 2021-1 NOFA, and the 2021-3 NOFA is oversubscribed, staff would like the ability to move NHTF funds from the 2021-1 NOFA to the 2021-3 NOFA without bringing an additional amendment to the Board;

NOW, therefore, it is hereby

RESOLVED, the 2021-1 NOFA is amended to allow acquisition and rehabilitation activities;

FURTHER RESOLVED, the 2021-1 NOFA is amended to inform the public that if the 2021-3 NOFA is oversubscribed the Department may move any unrequested NHTF funds from this NOFA to the 2021-3 NOFA; and

FURTHER RESOLVED, the Executive Director and staff as designated by the Executive Director are authorized, empowered, and directed, for and on behalf of the Department to execute such documents, instruments, and writings and perform such acts and deeds as may be necessary to effectuate the foregoing.

BACKGROUND

The NHTF was established by the Housing and Economic Recovery Act of 2008 to provide states with funding to primarily produce rental housing for extremely low-income households, defined 30% or below of the area median income, as established annually by HUD. The NHTF is funded through contributions from two government-sponsored enterprises, Fannie Mae and Freddie Mac, rather than through appropriations. Due to concerns about Fannie Mae's and Freddie Mac's financial position, their contributions to the NHTF were suspended for several years before the program was funded. The first funding was transferred to the NHTF in early 2016. Notably, funding for NHTF more than doubled from Program Year 2020 to 2021.

Program Year	State of Texas Allocation
2016	\$4,789,746
2017	\$8,858,738
2018	\$12,279,085
2019	\$10,956,435
2020	\$16,617,908
2021	\$41,750,738

NHTF Rehabilitation Standards must set forth requirements that NHTF-funded housing will meet at completion, and the Standards must contain sufficient detail to determine required rehabilitation work, including methods and materials. The TDHCA NHTF Rehabilitation Standards address each of the following elements: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure. HUD provided very little guidance, such that many states have experienced long delays in obtaining HUD approval of their NHTF Rehab Standards.

As was the case with many states, Texas' proposed NHTF Rehabilitation Standards were not initially approved by HUD as submitted. Fortunately, HUD approved the State of Texas' NHTF Rehabilitation Standards included in the 2020 One-Year Action Plan on June 3, 2021. As such, the Department is approved by HUD to accept applications under NHTF for acquisition with rehabilitation and rehabilitation alone. Accordingly, this 2021-1 First Amendment adds these activities to the existing 2021-1 NOFA.

Additionally, NHTF funds are proposed to be included in the 2021-3 NOFA. That NOFA is specifically for applicants who received an award in 2019 or 2020 of housing tax credits. If the 2021-3 NOFA becomes oversubscribed and this NOFA is undersubscribed, staff would like the authority to transfer any unrequested NHTF funds from this NOFA to the 2021-3 NOFA without further Board approval.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
MULTIFAMILY DIRECT LOAN
2021-1 NOTICE OF FUNDING AVAILABILITY (NOFA)
ANNUAL NOFA
FIRST AMENDMENT
EFFECTIVE JUNE 17, 2021

1) Summary. This Amendment adds acquisition and acquisition with rehabilitation as eligible activities under the national Housing Trust Fund (NHTF) by amending Sections 1, 2, and 5 of the 2021-1 NOFA. All other sections of the 2021-1 NOFA remain as originally published. The availability and use of these funds are subject to the following rules, as applicable:

a. Texas Administrative Code

10 TAC Chapter 1 (Administration)

10 TAC Chapter 2 (Enforcement)

10 TAC Chapter 10 (Uniform Multifamily Rules)

10 TAC Chapter 11 (Qualified Allocation Plan)

10 TAC Chapter 12 (Multifamily Housing Revenue Bonds)

10 TAC Chapter 13 (Multifamily Direct Loan Rule)

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=3&ti=10&pt=1](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=10&pt=1)

b. Texas Government Code

Tex. Gov't. Code Chapter 2306

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2306.htm>

c. U.S. Department of Housing and Urban Development (HUD) Program Regulations

24 CFR Part 92 ([HOME Investment Partnerships Program Final Rule](#))

24 CFR Part 93 ([Housing Trust Fund Interim Rule](#))

d. Fair Housing

Federal Fair Housing Act, 42 U.S.C. 3601-19.

<https://www.tdhca.state.tx.us/fair-housing/index.htm>

- e. Other Federal laws and regulations may that apply depending on funding source:

Environmental Compliance

All federal sources must have some type of environmental review in accordance with 24 CFR Part 93 or 24 CFR Part 58 as applicable.

<https://www.tdhca.state.tx.us/program-services/environmental/index.htm>

Minimizing Resident Displacement

All federal sources must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; HOME must follow Section 104(d) of Housing and Community Development Act of 1974; and all federal sources must follow the HUD Handbook 1378.

<https://www.tdhca.state.tx.us/program-services/ura/index.htm>

Labor Standards

HOME funds are regulated by Davis-Bacon and Related Labor Acts (40 U.S.C. §3141-3144 and 3146-3148, 24 CFR §92.354, and HUD Handbook Federal Labor Standards Compliance in Housing and Community Development Programs).

<https://www.tdhca.state.tx.us/program-services/davis-bacon/index.htm>

Employment Opportunities

HOME, and NHTF require compliance with 24 CFR Part 135 (Section 3).

<https://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm>

NOTE – the Section 3 requirements have changed, Applicants should review the changes to assure they can meet the new hiring and reporting requirements.

If HOME or NHTF funds are awarded and Federal regulations or subsequent guidance imposes additional requirements, such Federal regulations or guidance shall govern.

- 2) Set-Asides.** All HOME funds will be subject to the Regional Allocation Formula (RAF, located in Attachment A) until January 12, 2021, and then available on a statewide basis. Applications under any and all Set-Asides may or may not be layered with 9% or 4% Housing Tax Credits (HTC). The funds made available under this NOFA are available under the following Set-Asides:

- a. **Community Housing Development Organization (CHDO) Set-Aside.** At least \$5,451,382 in HOME funds are reserved for nonprofit organizations that can be certified as Community Housing Development Organizations (CHDOs).
- b. **Soft Repayment Set-Aside.** \$9,465,974 in NHTF is available in this Set-Aside. Applicants within this Set-Aside must restrict rent and income for all Direct Loan-assisted units to 30% as defined in 24 CFR Part 93.

- c. **General Set-Aside.** HOME funds in the amount of \$26,288,876 is available in this Set-Aside; currently anticipated to be \$26,288,876.

Set-Aside	Eligible Activities	Fund Source and Amount Available		Maximum Request ¹
CHDO	NC, A/R, R	HOME	\$5,451,382	\$3,000,000
Soft Repayment	NC, A/R, R	NHTF	\$9,465,974 ²	\$3,000,000
General	NC, A/R, R	HOME	\$26,288,876	\$5,000,000

Key:

NC – New Construction (For the Soft Repayment Set-Aside, New Construction includes Reconstruction, as defined in 24 CFR Part 93)

A/R – Acquisition/Rehabilitation

R – Rehabilitation

5) Interest Rates.

- a. **Construction-to-Permanent Loans.** All Direct Loan requests structured as construction-to-permanent loans will be required to use the minimum required interest rate listed in the table below depending on the Set-Aside, Activity, whether or not HTC are also being requested, and whether or not the Direct Loan will be in first lien position during the permanent period. If the Debt Coverage Ratio is less than the minimum 1.15 with the minimum required interest rate as applicable, staff will make adjustments to the financing structure in accordance with 10 TAC §11.302(d)(4)(D)(i), with the exception of 10 TAC §11.302(d)(4)(D)(i)(II)(-a-).

Set-Aside and Priority	Activity	HTC layered	Direct Loan 1 st Lien during Permanent Period	Minimum Required Interest Rate

¹ This total includes any other Multifamily Direct Loan Funds previously awarded to the Applicant by the Department for the Development, including any outstanding loan balances that will remain after the Direct Loan closing.

² If the Soft Repayment Set-Aside is undersubscribed and the 2021-3 NOFA becomes oversubscribed, staff may publish an amendment to this NOFA removing all or a portion of the unrequested funds from this NOFA.

CHDO or General – 4% HTC with TDHCA as Bond Issuer	NC, A/R, R	Y	Y or N	0%
CHDO or General – all other Applications	NC, A/R, R	Y	Y	2.0%
			N	2.50%
		N	Y	2.75%
			N	3.0%
Soft Repayment	NC, A/R, R	Y or N	Y or N	0%

- b. **Construction-Only Loans.** All Direct Loan requests structured as construction only loans, regardless of the Set-Aside and Activity, may request an interest rate as low as 0% with the principal amount of the Direct Loan due upon the end of the construction loan term as established in 10 TAC §13.8(e)(1).



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
MULTIFAMILY DIRECT LOAN
2021-1 NOTICE OF FUNDING AVAILABILITY (NOFA)
ANNUAL NOFA

2) Summary. The Texas Department of Housing and Community Affairs (the Department) announces the availability of **\$31,740,258** in HOME funds³ and **\$9,465,974** of National Housing Trust Fund (NHTF)⁴ for the development of affordable multifamily rental housing for low-income Texans. Applicants under the 2021-1 NOFA will be accepted from December 11, 2020, through October 5, 2021 (if sufficient funds remain). Applicants The availability and use of these funds are subject to the following rules, as applicable:

- a. Texas Administrative Code
 - 10 TAC Chapter 1 (Administration)
 - 10 TAC Chapter 2 (Enforcement)
 - 10 TAC Chapter 10 (Uniform Multifamily Rules)
 - 10 TAC Chapter 11 (Qualified Allocation Plan)
 - 10 TAC Chapter 12 (Multifamily Housing Revenue Bonds)
 - 10 TAC Chapter 13 (Multifamily Direct Loan Rule)
 - [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=3&ti=10&pt=1](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=10&pt=1)

- b. Texas Government Code
 - Tex. Gov't. Code Chapter 2306
 - <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2306.htm>

³ HOME funds under this NOFA may only be awarded to Applications with Development sites in non-Participating Jurisdictions.

⁴ NHTF funds under this NOFA are subject to federal Commitment deadlines, and the Board may require a Contract Execution Deadline to enable the Department to meet these federal Commitments regardless of any other time period listed in the Texas Administrative Code. Failure to meet that Contract Execution Deadline, could result in the Applicant having the award reduced in whole or in part.

- c. U.S. Department of Housing and Urban Development (HUD) Program Regulations
24 CFR Part 92 ([HOME Investment Partnerships Program Final Rule](#))
24 FR Part 93 ([Housing Trust Fund Interim Rule](#))

- d. Fair Housing
Federal Fair Housing Act, 42 U.S.C. 3601-19.
<https://www.tdhca.state.tx.us/fair-housing/index.htm>

- e. Other Federal laws and regulations may that apply depending on funding source:

Environmental Compliance

All federal sources must have some type of environmental review in accordance with 24 CFR Part 93 or 24 CFR Part 58 as applicable.

<https://www.tdhca.state.tx.us/program-services/environmental/index.htm>

Minimizing Resident Displacement

All federal sources must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; HOME must follow Section 104(d) of Housing and Community Development Act of 1974; and all federal sources must follow the HUD Handbook 1378.

<https://www.tdhca.state.tx.us/program-services/ura/index.htm>

Labor Standards

HOME funds are regulated by Davis-Bacon and Related Labor Acts (40 U.S.C. §3141-3144 and 3146-3148, 24 CFR §92.354, and HUD Handbook Federal Labor Standards Compliance in Housing and Community Development Programs).

<https://www.tdhca.state.tx.us/program-services/davis-bacon/index.htm>

Employment Opportunities

HOME, and NHTF require compliance with 24 CFR Part 135 (Section 3).

<https://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm>

If HOME or NHTF funds are awarded and Federal regulations or subsequent guidance imposes additional requirements, such Federal regulations or guidance shall govern.

- f. HUD approval of an amendment to the 2020 Action Plan is required prior to contracting with NHTF funds.

2) Set-Asides. All HOME funds will be subject to the Regional Allocation Formula (RAF, located in Attachment A) until January 12, 2021, and then available on a statewide basis. Applications under any and all Set-Asides may or may not be layered with 9% or 4% Housing Tax Credits

(HTC). The funds made available under this NOFA are available under the following Set-Asides:

- d. **Community Housing Development Organization (CHDO) Set-Aside.** At least \$5,451,382 in HOME funds are reserved for nonprofit organizations that can be certified as Community Housing Development Organizations (CHDOs).
- e. **Soft Repayment Set-Aside.** \$9,465,974 in NHTF is available in this Set-Aside. Applicants within this Set-Aside must restrict rent and income for all Direct Loan-assisted units to 30% as defined in 24 CFR Part 93.
- f. **General Set-Aside.** HOME funds in the amount of \$26,288,876 is available in this Set-Aside; currently anticipated to be \$26,288,876.

Set-Aside	Eligible Activities	Fund Source and Amount Available		Maximum Request ⁵
CHDO	NC, A/R, R	HOME	\$5,451,382	\$3,000,000
Soft Repayment	NC	NHTF	\$9,465,974	\$3,000,000
General	NC, A/R, R	HOME	\$26,288,876	\$5,000,000

Key:

NC – New Construction (For the Soft Repayment Set-Aside, New Construction includes Reconstruction, as defined in 24 CFR Part 93)A/R – Acquisition/Rehabilitation
R – Rehabilitation

3) Priorities within General and CHDO Set-Asides. Priority 1 Applications will be subject to various Application Acceptance Dates depending on the criteria described below. The Application Acceptance Dates are those that exist in 10 TAC §13.4(c) for Priority 2 or Priority 3 Applications. The Department will utilize the Scoring Criteria in 10 TAC §13.6.

a. Priority 1.

⁵ This total includes any other Multifamily Direct Loan Funds previously awarded to the Applicant by the Department for the Development, including any outstanding loan balances that will remain after the Direct Loan closing.

- i. **Applications submitted in the General Set-Aside by January 12, 2021, and CHDO Set-Asides by January 11, 2021, that request less than RAF amount for the subregion in which the Development Site is located.** Applications submitted under the CHDO Set-Aside that request less than or equal to the amount listed for the subregion in which the Development Site is located December 11, 2020 through January 11, 2021, will have an Application Acceptance Date of January 11, 2021. Applications submitted in the General Set-Aside, that request less than or equal to the amount listed for the subregion in which the Development Site is located December 11, 2020 through January 12, 2021, will have an Application Acceptance Date of January 12, 2021.
 - ii. **4% HTC-layered Applications with TDHCA as the Bond Issuer that request greater than RAF amount for the subregion in which the Development Site is located, where TDHCA is the Bond Issuer and were not recommended for an award under 3) a i. of this NOFA, or where TDHCA is the Bond Issuer and the Application is submitted under the Soft-Repayment Set-Aside.** Applications submitted under all Set-Asides that meet all of the following requirements will have an Application Acceptance Date of January 13, 2021:
 - 1. The Application is layered with 2020 4% HTC in which TDHCA is the Bond Issuer;
 - 2. The Application was not recommended for an award under 3)a i. of this NOFA; and
 - 3. The Application is submitted December 11, 2021 through January 12 , 2021 .
 - iii. **Applications in the Soft Repayment , General, and CHDO Set-Asides, that did not apply for or were not recommended for awards under 3) a. i. and ii, and submitted Applications December 11, 2020 through March 31, 2021, will have an Application Acceptance Date of March 31, 2021.**
- b. **Priority 2.** Applications applying contemporaneously for 2021 9% HTC will have an Application Acceptance Date of April 1, 2021.
 - c. **Priority 3.** Applications submitted after April 1, 2021, will have an Application Acceptance Date on the business day of receipt, in accordance with 10 TAC §13.5(c)

4) Priorities within the Soft Repayment Set-Aside.

- a. **Applications between December 11, 2020, and December 28, 2020, will have an Application Acceptance Date of December 28, 2020.**
- b. **Applications applying contemporaneously for 2021 9% HTC will have an Application Acceptance Date of April 1, 2021.**
- c. **Applications applying after December 28, 2020, will have an Application Acceptance Date on the business day of receipt, except as reflected in 4) b of this NOFA.**

5) Interest Rates.

- a. **Construction-to-Permanent Loans.** All Direct Loan requests structured as construction-to-permanent loans will be required to use the minimum required interest rate listed in the table below depending on the Set-Aside, Activity, whether or not HTC are also being requested, and whether or not the Direct Loan will be in first lien position during the permanent period. If the Debt Coverage Ratio is less than the minimum 1.15 with the minimum required interest rate as applicable, staff will make adjustments to the financing structure in accordance with 10 TAC §11.302(d)(4)(D)(i), with the exception of 10 TAC §11.302(d)(4)(D)(i)(II)(-a-).

Set-Aside and Priority	Activity	HTC layered	Direct Loan 1 st Lien during Permanent Period	Minimum Required Interest Rate
CHDO or General – 4% HTC with TDHCA as Bond Issuer	NC, A/R, R	Y	Y or N	0%
CHDO or General – all other Applications	NC, A/R, R	Y	Y	2.0%
			N	2.50%
		N	Y	2.75%
			N	3.0%
Soft Repayment	NC only	Y or N	Y or N	0%

- b. **Construction-Only Loans.** All Direct Loan requests structured as construction only loans, regardless of the Set-Aside and Activity, may request an interest rate as low as 0% with the principal amount of the Direct Loan due upon the end of the construction loan term as established in 10 TAC §13.8(e)(1).

6) Maximum Per Unit Subsidy Limits and Maximum Rehabilitation Per-Unit Subsidy Limits.

The maximum per unit subsidy limits that an Applicant can use to determine the amount of Direct Loan funds they may request are listed in the 2021 Maximum Per Unit Subsidy Limits table provided in this Section 5:

2021 Maximum Per Unit Subsidy Limits ⁶		
Bedrooms	Non-elevator property	Elevator-served property
0 bedroom	\$145,685	\$153,314
1 bedroom	\$167,978	\$175,752

⁶ These limits are inclusive of any federal fund sources in the Development.

2 bedroom	\$202,586	\$213,718
3 bedroom	\$259,20	\$276,482
4 bedroom or more	\$288,893	\$303,490

Smaller per unit subsidies are allowable and incentivized as point scoring items in 10 TAC §13.6. Once the Applicant commits a number of Direct-Loan Units in the Application, the number may be raised, at Department request, to account for a change in Development costs or to account for other federal funding, but the number may not be lowered.

7) Application Submission Requirements.

- a. **Application Acceptance Period.** Applications under this NOFA will be accepted starting at 8:00 a.m. Austin local time on December 11, 2020, through October 5, 2021 at 5:00 p.m. Austin local time (if sufficient funds remain). An Applicant may have only one active Application per Development at a time under this or any other Department NOFA, and may only have that Development apply under one Set-Aside at a time.
- b. **Application Submission Materials.** All Application materials including manuals, NOFAs, program guidelines, and rules will be available on the Department’s website at www.tdhca.state.tx.us. Applications will be required to adhere to the requirements in effect at the time of the Application submission including any requirements of federal rules that may apply and subsequent guidance provided by HUD.
- c. An Application must be on forms provided by the Department, and cannot be altered or modified, and must be in final form before submitting it to the Department. An Applicant must submit the Application materials as detailed in the Multifamily Programs Procedures Manual (Manual) in effect at the time the Application is submitted. All scanned copies must be scanned in accordance with the guidance provided in the Manual in effect at the time the Application is submitted.
 - i. If an Applicant has an active Application (i.e. the Board has not made a Direct Loan Award), but wishes to apply for additional funds, it must withdraw the current Application and submit a new Application.
 - ii. Applicants for Developments that have received an award of Multifamily Direct Loan Funds or Housing Tax Credits prior to the date of the Application under this NOFA, should consult 10 TAC §13.5(g) regarding Eligibility Criteria, and provide the additional information required by 10 TAC §13.5(g), including clear evidence of the circumstances beyond their control that materially impair their ability to provide affordable housing. Evidence will include information from verifiable third-party sources that allows the Board to make an informed decision regarding eligibility.

- d. Minimum Requests.** The request for funds may not be less than \$500,000 regardless of the Set-Aside under which an application is being submitted. However, if the underwriting report indicates that the Development will be feasible with an award of less than \$500,000, staff may recommend a lower award.
- e. Match Submission Requirements.**
- i. All Applicants must provide Match in the amount of **at least 7.5%** of the Direct Loan funds requested. Except for Match in the form of the net present value of a below market interest rate loan or a property tax exemption under Sections 11.111, 11.18, 11.181, 11.182, 11.1825, or 11.1827 of Texas Property Tax Code, Match must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Direct Loan funds.
 - ii. All Applicants will be required to provide HOME Match-Eligible Unit(s) in accordance with 10 TAC §13.2(a)(6) and §13.10(c) and federal guidance at <https://www.hudexchange.info/resource/2676/notice-cpd-97-03-home-program-match-guidance/>
- f.** The 2021 CHDO Certification Packet must be submitted with the 2021 Uniform Multifamily Application for Applicants applying under the CHDO Set-Aside.
- i. Each CHDO that is awarded HOME funds may also be eligible to receive a CHDO operating grant of up to \$50,000 for CHDO Operating Expenses, which are defined in 24 CFR §92.208 as including salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; and equipment, materials, and supplies.
 - ii. An award of HOME funds under the CHDO Set-Aside does not guarantee that a CHDO will receive a grant for CHDO Operating Expenses.
- g.** All 4% HTC-layered applications must provide evidence of a Reservation with submission of the MFDL Application submission.
- h.** An Applicant under the CHDO, Soft Repayment, and General Set-Asides who is not also simultaneously applying for 9% or 4% Housing Tax Credits is required to remit a non-refundable Application fee payable to the Texas Department of Housing and Community Affairs in the amount of \$1,000.00 per Application. Payment must be in the form of a check, cashier's check or money order. Do not send cash. Tex. Gov't Code §2306.147(b) requires the Department to waive Application fees for private nonprofit organizations that offer expanded services such as child care, nutrition programs, job training

assistance, health services, or human services. These organizations must include proof of their exempt status and a description of their supportive services in lieu of the Application fee. The Application fee is not a reimbursable cost under the Multifamily Direct Loan Program.

- i. An Application must be uploaded to the Department's secure web transfer server in accordance with 10 TAC §11.201(1)(C).

8) Post Award Requirements. Applicants are strongly encouraged to review the applicable Post Award requirements in 10 TAC Chapter 10, Subchapter E, Post Award and Asset Management Requirements and 10 TAC Chapter 13, as well as the Compliance Monitoring requirements in 10 TAC Chapter 10, Subchapters F and G.

- a. Awarded Applicants may, at the Department's discretion, be charged fees for underwriting, asset management, and ongoing monitoring.
- b. An Applicant will be required to record a Land Use Restriction Agreement (LURA) limiting residents' income and rent for the greater amount of Units required by the Direct Loan Unit Calculation Tool along with any require HOME Match-eligible units, or as represented in the Application for the term of the LURA.
- c. An Applicant must have a current Data Universal Numbering System (DUNS) number and be registered in the federal System for Award Management prior (SAM) prior to execution of a Direct Loan contract. Applicants may apply for a DUNS number at dnb.com). Once you have the DUNS number, you can [register with the SAM](#).
- d. An Applicant may be required to meet additional requirements prior to contract, as determined by the Board, or federal or state requirements.
- e. An awarded Applicant may be required to meet additional documentation requirements in order to draw funds, in accordance with its Previous Participation results.

9) Miscellaneous.

- a. This NOFA does not include text of the various applicable regulatory provisions pertinent to the HOME and NHTF fund sources. For proper completion of the application, the Department strongly encourages potential Applicants to review the State and Federal regulations.
- b. All Applicants must comply with public notification requirements in 10 TAC §11.203.
- c. Waivers of any substantive or procedural provision of this NOFA, if available, will be treated in accordance with 10 TAC §13.1(c). 10 TAC §13.1(c) may not be waived.
- d. For questions regarding this NOFA, please contact Charlotte Flickinger, Multifamily Direct Loan Manager, at charlotte.flickinger@tdhca.state.tx.us.

Attachment A

Regional Allocation Formula under the General Set-Aside – URBAN

Region	Subregion Allocation Amount
1	\$288,603.27
2	\$139,633.77
3	\$5,799,818.99
4	\$1,488,351.39
5	\$580,792.85
6	\$1,332,334.05
7	\$3,044,137.09
8	\$1,308,085.68
9	\$968,530.99
10	\$771,726.72
11	\$1,055,830.54
12	\$704,859.28
13	\$1,018,716.22

Regional Allocation Formula under the General Set-Aside – RURAL

Region	Subregion Allocation Amount
1	\$1,106,385.39
2	\$762,194.82
3	\$914,370.13
4	\$2,171,994.39
5	\$1,665,351.73
6	\$823,976.47
7	\$437,915.88
8	\$1,118,636.89
9	\$830,730.90
10	\$1,079,101.93
11	\$1,588,424.32
12	\$649,856.55
13	\$89,897.75

2b



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

**Update on TDHCA Programs Addressing COVID-19 Pandemic Response
Report for June 17, 2021**

This report provides an update on the programs TDHCA has targeted to assist with Texas' response to COVID-19 through reprogramming of existing funds, and through the administration of CARES Act, Coronavirus Relief Bill funds, and the American Rescue Plan Act.

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Drawn (%)	Other Notes
EARLY REPROGRAMMING OF EXISTING TDHCA PROGRAM FUNDS								
HOME Program Tenant Based Rental Assistance (TBRA) for COVID-19 DR	NA: Reservation Agreements	3-6 months of rental assistance made available through existing or new HOME subrecipients. <i>Geography:</i> Available where subrecipients apply. 23 administrators covering 120 counties. <i>Income Eligibility:</i> Households at or below 80% AMFI based on current circumstances.	All necessary waivers for this activity were authorized by the OOG and HUD via HUD's mega-waiver of April 10, 2020. The HUD waivers were extended by HUD in December 2020 to expire September 30, 2021.	Amount obligated exceeds original program funding because other previously deobligated available HOME funds are being used to allow eligible households to access a full 6 months of assistance.	No added TDHCA staffing. No added admin funds.	2,467 Includes active, pending PCR, and closed activities	Up to \$11,290,076 \$11,485,339* 101.72% \$7,934,961 69.09%	All originally programmed funds are obligated. 2,746 (households) activities submitted, including total served. * Amount Reserved
Reprogram 2019 and 2020 CSBG Discretionary and Admin. Funds	<ul style="list-style-type: none"> Board approval March 2020. Recipients contracts effective: 3/26/20 Expenditure Deadline: 8/31/20 	Uses the existing network of Community Action Agencies to provide direct client assistance to low income households economically impacted by COVID-19. <i>Geography:</i> Available statewide (excluding CWCCP and CSI ¹) <i>Income Eligibility:</i> 200% poverty (normally is 125%)	None	COMPLETED 100% expended.	No added TDHCA staffing. No added admin funds.	9,468 persons	\$1,434,352 1,434,352 100% \$1,434,352 100%	38 CAA subs

¹ CWCCP and CSI were omitted from this specific type of award because they have outstanding balances owed to the Department. The counties these two entities cover include: Anderson, Cameron, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, Van Zandt, and Willacy. It should be noted those counties will receive CSBG services under the CSBG CARES funds.

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
Recaptured 2018/2019 HHSP	<ul style="list-style-type: none"> Board approval March 2020. Spend by 8/31/20 for 2018 HHSP funds, and extensions on some 2019 HHSP funds through 12/31/20. 	<p>To allow subrecipients to perform HHSP eligible activities in addressing homelessness and those at risk of homelessness.</p> <p><i>Geography:</i> Available 9 largest metro areas. <i>Income Eligibility:</i> Generally 30% AMFI if applicable</p>	Approval from Comptroller granted.	COMPLETED 100% expended.	No added TDHCA staffing. No added admin funds.	462 persons	\$191,939.53 \$191,939.53 100% \$191,939.53 100%	9 subs
CARES ACT FUNDS								
CSBG CARES	<ul style="list-style-type: none"> Board approved April 2020. On 9/3/20 Board programmed 7% in reserve for eviction diversion pilot. Expend 90% by 8/31/22 45 day closeout 	<p>90% to CAAs using regular CSBG formula for households affected by COVID-19; 2% (\$949,120) to Texas Homeless Network²; 7% for an eviction diversion pilot program; and 1% for state admin.</p> <p><i>Geography:</i> Available statewide <i>Income Eligibility:</i> 200% of poverty (normally is 125%)</p>	The flexibilities allowed by USHHS have been accepted.	All contracts executed. THN awarded \$489,970 of their barrier funds to 11 entities covering all six regions of the Balance of State. Eviction Diversion program has been completed.	1 Art. IX FTE for CSBG reporting 1% admin (\$474,560)	93,209 persons	\$48,102,282 \$48,102,282 100% \$33,906,667 70%	40 CAA subs CSBG-CV Discretionary has various deadlines.
LIHEAP CARES	<ul style="list-style-type: none"> Board approved April 2020 By 4/30/21 need to decide on the 9% reserve Expend by 8/30/21 45 day closeout 	<p>90% to CEAP subs using regular CEAP formula for households affected by COVID-19; 9% was held in reserve for future emergency use or for subs (subsequently allocated among subrecipients); and 1% for state admin. No weatherization.</p> <p><i>Geography:</i> Available statewide <i>Income Eligibility:</i> 150% of poverty</p>	The flexibilities allowed by USHHS have been accepted.	The August 30, 2021 deadline for expenditure is getting closer, and these funds if not expended will be lost to the state. While funds are being moved from subrecipients less likely to fully expend to subrecipients more likely to do so, it is possible that some portion of funds will revert to HHS.	1 Art. IX FTE for CEAP TA/capacity (1 Filled) 1% admin (\$892,670)	97,520 persons	\$94,023,896 \$85,561,744 91% \$34,843,760 41%	37 subs with all contracts executed. No subs declined funds. Added program flexibilities to improve assistance to households impacted by Winter Storm Uri.

² The award to THN is to address homelessness and those at risk of homelessness as a result of COVID-19.

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
CDBG CARES – Phases I, II and III	<p>Board approved general use of the funds for CDBG Phase I in April 2020 and Plan Amendment in October 2020. A second Plan Amendment was approved by the Board in January 2021.</p> <p>80% of funds must be expended by 11/3/23; remaining 20% by 11/3/26.</p> <p>90-day closeout</p>	<p>Planned Usage: rental assistance in 41 cities/counties; mortgage payment assistance; possible broadband planning; legal services; assistance for providers of persons with disabilities; and possible HMIS data warehouse funds. Approximately \$71 million is in the process of being reprogrammed.</p> <p><i>Geography:</i> Varies by activity type.</p>	<p>Plan Amendment reflecting use of these funds was approved by HUD on October 27, 2020. HUD agreement executed November 3, 2020. A second Plan Amendment was accepted by HUD on January 15, 2021. A third plan amendment will be presented to the Board on July 8, 2021.</p>	<p>Rental assistance contracts with all 41 cities/ counties are executed. Mortgage assistance contracts for 40 applicants will be executed mid-June. Contract for legal services executed and assistance for disability provider activities pending execution. A third amendment is expected in July 2021 to reprogram funds.</p>	<p>CDBG Director position filled. 7 other positions filled. May still hire other positions.</p> <p>All FTES are Art. IX</p> <p>Up to 7% admin and TA budget (\$9,929,238)</p>	<p>1,380 households</p>	<p>1st allocation: \$40,000,886 2nd Allocation: \$63,546,200 3rd Allocation: \$38,299,172</p> <p>Total: \$141,846,258</p> <p>\$43,14,816* 30%</p> <p>\$4,169,580 2.94%</p>	<p><i>Income Eligibility:</i> For households at or below 80% of AMI for rental assistance. * Obligated figure represents 41 rental contracts, 1 legal services contract and staff administrative funds. Mortgage contracts are not yet contracted to be included as obligated.</p>
ESG CARES – Phase I	<ul style="list-style-type: none"> Board approved programming plan on April 2020, and conditional awards on July 23, 2020. Expend by 9/30/22 90 day closeout 	<p>Four streams:</p> <ul style="list-style-type: none"> Existing subs were offered 100% to 200% of current contract amount (~\$12.5M) ESG Coordinators decided via local process for their CoC, and awards made in three areas without ESG Coordinators by offering funds to CoC awardees (~\$17.2M) Legal/HMIS (\$1.9M) <p><i>Geography:</i> Locations of all funded grantees <i>Income Eligibility:</i> 50% AMI for homeless prevention.</p>	<p>HUD mega-waivers accepted.</p> <p>One-Year Plan/ Con Plan amendment to HUD on May 8. HUD provided guidance that the CDC moratorium is no longer a blanket cause for ineligibility.</p>	<p>Signed grant agreement sent to HUD 5/15/20.</p> <p>Funds live in HUD system 5/22/20. 101 contracts executed.</p> <p>3 legal service providers.</p> <p>Some unexpended funds reallocated to higher expended subrecipients, and may result in small fluctuations in the admin funds percentage.</p>	<p>4 Art. IX FTE (for all phases of ESG)</p> <p>5 % admin (\$1,682,448)</p>	<p>30,693 persons</p>	<p>\$33,254,679</p> <p>\$31,572,231 100%</p> <p>13,781,506 41.4%</p>	<p>This is the first \$1B of national ESG.</p> <p>HMIS/Coordination funds totaling \$417,949 was awarded to the 8 ESG Coordinators.</p>

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
ESG CARES – Phase II	<ul style="list-style-type: none"> Board approved awards January 14, 2021. Expend by 9/30/22 90 Day closeout 	<p>Two streams:</p> <ul style="list-style-type: none"> \$61,031,041 for Homelessness Prevention and Rapid Rehousing. \$274,649 for ESG CARES and HMIS Coordination through each Continuum of Care. <p>Amendment being processed allowing greater flexibility upon request on eligible uses.</p>	<p>ESG Guidance issued by HUD on 9/1/20.</p> <p>Plan Amendment submitted to HUD 10/21/20. HUD signed grant agreement on 10/27/2020.</p>	All contracts are in effect.	<p>FTEs noted under ESG CARES Phase I will be utilized for both phases.</p> <p>5% admin (\$3,232,247)</p>	1,171 persons	<p>\$64,537,937</p> <p>\$64,537,937 100%</p> <p>\$1,345,104 2%</p>	This is the state's share of the second (final) allocation of \$2.96 billion.
Housing Choice Voucher Program Admin	<p>HUD has clarified that expenditure must occur by June 30, 2022 (awaiting in writing, is an update from previous noted deadline of 12/31/21).</p> <p>1st Award: \$117,268 2nd Award: \$140,871 (8/10/2020)</p>	<ul style="list-style-type: none"> Software upgrades with Housing Pro to allow more efficient remote interface. Landlord incentive payments. Possible damage assistance, PPE expenses, tablets October 2020 Board approved use of funds for retention payments to existing owners to ensure their ongoing participation in the program. 	<p>Received HUD interpretation that using funds for software upgrades are acceptable. \$11,620 was paid for the system purchase.</p>	<p>Purchases of Housing Pro upgrades complete. Training underway. Materials for landlord incentives completed. \$68,827 was offered to 139 households for landlord incentives. \$21,372 offered to 57 households for landlord retention payments.</p>	No added TDHCA staffing.	20 Landlords; 10 new landlord added	<p>\$258,139</p> <p>\$50,216 19.4%</p> <p>\$21,626 (Landlord Payment) 5.8%</p>	\$380M nationally
Housing Choice Voucher Program MVP	<p>12 months of assistance, start date begins whenever we designate with HUD.</p> <p>Orig. Alloc: \$105,034*</p>	<p>15 additional MVP vouchers consistent with our award of MVP, which for TDHCA is for Project Access households.</p> <p>* A supplemental allocation from HUD is provided each quarter to support the 15 vouchers (amounts vary by quarter).</p>	None needed.	Received award from HUD. Issued the 15 vouchers on 5/22/20.	<p>No added TDHCA staffing.</p> <p>No added admin funds.</p>	4 families in current leases.	<p>\$110,302</p> <p>\$1,990 1.2%</p> <p>\$3,484 3.2%</p>	11 vouchers outstanding; all are searching for units.

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
CORONAVIRUS RELIEF BILL – PART OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2021								
Emergency Rental Assistance 1.0 (Texas Rent Relief Program)	<p>Signed by the President on December 27, 2020, the bill, tied to the appropriation bill, dedicated funds through Treasury specifically for rental assistance. Called ERA 1.0.</p> <p>Must obligate funds by 9/30/21</p> <p>Expend funds by 9/30/22 (extended by American Rescue Bill)</p>	<p>Program provides up to 15 months of rental and utility assistance including arrears. Households must reapply every 3 months. Program run by the state directly with no subrecipients. 10% of funds may be used for Housing Stability services. 10% admin expenses allowed. A 10% set-aside of funds for eviction diversion has been established and they are processed first.</p> <p><i>Geography:</i> Available statewide. <i>Income Eligibility:</i> For households at or below 80% AMI.</p>	<p>Treasury has provided periodic updated FAQs as informal guidance – most recently May 7, 2021. As they are released, TRR policies are adjusted.</p>	<p>QA/QC vendor has been contracted.</p> <p>Stabilization Services: Contract with Texas Access to Justice Foundation pending execution. NOFA authority on June Board agenda.</p>	<p>Positions filled include the Director and 7.5 positions filled. More positions posted.</p> <p>All FTES are Art. IX</p> <p>Up to 10% budget for admin (\$130,811,062)</p>	60,490*	<p>\$1,308,110,629</p> <p>Expended* \$396,063,495 30.3%</p>	<p>* Per Internal Report June 14, 2021. Numbers reflect all payments already made, plus payments in process (review and approval is complete, pending payment processing).</p>
Low-Income Household Water Assistance Program (LIHWAP)	<p>Part of the appropriation bill; provides dedicated funds through HHS for the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program</p> <p>Must obligate funds by: 9/30/23</p> <p>Must expend funds by: 9/30/23</p>	<p>Program provides funds to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners/operators of public water and treatment systems to reduce arrearages charged. HHS has encouraged that grantees model the LIHEAP program and utilize their LIHEAP networks of subrecipients.</p> <p><i>Geography:</i> Statewide <i>Income Eligibility:</i> TBD</p>	<p>The governor designated TDHCA as the recipient state agency on March 5, 2021. TDHCA submitted signed Terms & Conditions, 424 and required survey responses on April 22.</p>	<p>HHS has issued initial guidance. TDHCA will have access to initial admin funds, but HHS requires a state plan be put out for public input and be submitted to HHS before remainder of funds can be accessed. The final format for the plan is not yet released.</p>	<p>3 Art. IX FTEs</p> <p>Admin 15% Any FTES will be Art. IX</p>	0	<p>\$51,801,876</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$638M Nationally</p>

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
Emergency Rental Assistance 2.0	<p>Passed as Section 3201 of the American Rescue Plan, dedicates funds through Treasury specifically for rental assistance. While a separate federal allocation, Treasury has indicated it is considered the same program as ERA 1.0.</p> <p>As early as March 31, 2022 may reallocate funds to other grantees if not used.</p> <p>Must expend funds by 9/30/25</p>	<p>Program limits assistance up to 18 month (including any assistance under ERA 1.0) for rental and utility assistance including arrears. Will use the same system of delivery as ERA 1.0. Up to 10% may be used for Housing Stability services.</p> <p><i>Geography:</i> Available statewide. <i>Income Eligibility:</i> For households at or below 80% of AMI.</p>	No guidance released to date.	To be determined.	<p>The TRR Director will include these additional funds in her oversight. FTEs noted under ERA 1.0 will be utilized for both phases.</p> <p>Up to 15% budget for admin (TBD)</p>	0	<p>\$1,079,786,857</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$21.5B nationally. Texas amount not yet available. Unlike ERA 1.0, 2.0 establishes High Need Grantees to receive a portion of funds. Provides the states an initial 40% of funds within the first 60 days.</p>
Homeless Assistance and Supportive Services Program HUD program	<p>Passed as Section 3205 of the American Rescue Plan, the program dedicates funds through HUD allowing flexible uses that can include typical HOME activities as well as homeless services and non-congregate shelter.</p> <p>Must expend funds by 9/30/30</p>	<p>Funds can be used for tenant based rental assistance, development of affordable housing, supportive services, non-congregate emergency shelter, permanent supportive housing, and operating costs for eligible nonprofit organizations.</p> <p><i>Geography:</i> TBD <i>Households Eligibility:</i> For homeless, at risk of homelessness, those fleeing Domestic Violence, or others with housing instability.</p>	<p>HUD has released no guidance to date, but has verbally indicated that it will release guidance, and that grantees cannot submit the required Consolidated Plan amendment until that guidance is released. Therefore, until guidance is released, TDHCA is not able to take more proactive steps for moving this program forward.</p>	<p>Program design to be determined – will depend on HUD guidance.</p>	<p>Being administered through Single Family and Homelessness Division. Positions to be filled not yet determined.</p> <p>All FTES are Art. IX</p> <p>Up to 15% budget for admin and planning (\$19,945,372)</p>	0	<p>\$132,969,147</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$5B nationally.</p>

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
Homeowner Assistance Fund (HAF)	<p>Passed as section 3206 of the American Rescue Plan, dedicates funds through Treasury specifically for preventing mortgage delinquencies, defaults, foreclosures, loss of utilities and displacement.</p> <p>Must expend funds by 9/30/26</p>	<p>Program provides mortgage payment assistance; assistance to cover reinstatements of mortgages, principal reductions, and interest rate reductions; payment of utilities including internet and broadband; homeowner's and flood insurance; HOA fees or liens; payment assistance for down payment assistance loans from nonprofit or government entities; property taxes; home repairs to ensure habitability; and housing counseling. No less than 60% of funds must go to households with incomes equal to or less than the greater of (i) 100% of AMI or (ii) 100% of national median income. A priority must be given for socially disadvantaged individuals.</p> <p><i>Geography:</i> Statewide <i>Income Eligibility:</i> Household income at or below 150% AMI</p>	<p>TDHCA submitted a grant agreement to Treasury by the April 23 deadline.</p> <p>An HFA Plan (see next column) is due by June 30 to Treasury.</p> <p>Treasury encourages prioritizing homeowners who have FHA, VA, or USDA loans, or homeowners who have mortgages made with the proceeds of mortgage revenue bonds or other mortgage programs that target low- and moderate-income borrowers.</p>	<p>To receive funds beyond the initial 10%, the state must submit the HAF Plan. Staff is preparing this plan for initial public comment and will be presented to the Board. Plan must include needs assessment, evidence of public engagement, program design, method for targeting, goals, readiness, and a budget.</p>	<p>TBD relating to positions that will need to be filled.</p> <p>All FTES are Art. IX</p> <p>Up to 15% (\$126,332,101) for admin, planning, community engagement and needs assessment</p>	0	<p>\$842,214,006</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$9.9B nationally. Treasury encourages states to use initial disbursement of 10% of funds for creating or funding pilot programs to serve targeted populations, and focus on rapid assistance options such as mortgage reinstatement programs.</p>
LIHEAP	<p>Passed as Section 2911 of the American Rescue Plan, dedicates funds through HHS for home energy costs.</p> <p>Must expend funds by: 9/30/22</p>	<p>99% of funds were programmed in April 2021 to CEAP subs using a modified formula; 1% for state admin.</p> <p><i>Geography:</i> Available statewide <i>Income Eligibility:</i> 150% of poverty</p>	Not yet known.	<p>Contracts have not yet been executed. Program flexibilities to improve assistance to households impacted by Winter Storm Uri will be included in these funds.</p>	<p>FTEs noted under CARES LIHEAP will be utilized for both allocations.</p> <p>1% admin (TBD)</p>	0	<p>\$134,407,308</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$4.5B nationally.</p>

Program	Timelines / Contract Periods	Planned Activities	Waivers and Initial Approvals Needed	Program Status	Staffing Admin Funds	Served to Date	Total Program Funding Obligated (%) Expended (%)	Other Notes
LIHWAP	<p>Passed as Section 2912 of the American Rescue Plan, dedicates funds through HHS for home water costs.</p> <p>Must obligate funds by: 9/30/23</p> <p>Must expend funds by: 9/30/23</p>	<p>See LIHWAP above. No guidance from HHS on the second allocation has been issued.</p> <p><i>Geography:</i> Statewide</p> <p><i>Income Eligibility:</i> TBD</p>	<p>The governor designated TDHCA as the recipient state agency for these funds on March 5, 2021.</p>	<p>Pending guidance from HHS.</p>	<p>FTEs noted under Appropriation Act LIHWAP will be utilized for both allocations.</p> <p>Admin % not yet known</p>	<p>0</p>	<p>\$40,597,082</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$500M Nationally</p>
Emergency Housing Vouchers (EHV)	<p>Passed as Section 3202 of the American Rescue Plan, dedicates vouchers through HUD for emergency rental assistance.</p> <p>HUD Authority to Recapture May Occur as Early As: 1 Year from Funding (if vouchers are unissued)</p> <p>Initial Funding Term Expires: Dec. 31, 2022</p> <p>Can Reissue EHV until: Sept. 30, 2023</p> <p>Renewal Funds Available for 'Occupied Units' through: Sept. 30, 2030</p>	<p>Provides 491* vouchers for households who are: (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.</p> <p><i>Geography:</i> 34 county PHA Jurisdiction plus all counties in the Balance of State Continuum of Care, excluding the areas covered by PHAs that accepted EHV for their jurisdiction.</p> <p><i>Income Eligibility:</i> Not to exceed 50% of AMI</p>	<p>*TDHCA accepted the 491 vouchers and indicated willingness to receive additional vouchers that may be made available. We expect to hear by mid-June.</p> <p>Significant waivers have been authorized by HUD. TDHCA will seek to maximize its use of these waivers, however the waivers are time-limited so TDHCA will be cautious not to authorize households based on waivers that, when expired, would make the household ineligible at renewal.</p> <p>TDHCA is required to update its PHA Admin Plan to reflect our plan for the service fee (see last column) and other program elements.</p>	<p>HUD requires that PHAs enter into MOUs with Homeless Continua of Cares (and other organizations if applicable) to receive referrals for these vouchers. TDHCA estimates it will enter into 6 such MOUs. Collaboration with CoCs is underway.</p>	<p>Program is being administered jointly by the Section 8 and Section 811 areas due to the unique nature of the program.</p> <p>2 Positions to be filled. To be paid for by EHV Admin and CSBG Admin.</p> <p>FTEs are Art. IX</p> <p>Admin fee structure is complex, variable and tied to timing of household having found a unit, hence the use of CSBG Admin to support the positions.</p>	<p>0</p>	<p>\$4,685,028 (will increase if more vouchers are authorized)</p> <p>\$0 0%</p> <p>\$0 0%</p>	<p>\$5 billion Nationally</p> <p>A service fee of \$3,500 per unit is authorized separate from the rental assistance payment. The fee total is not tied to each voucher, but is a combined total of funds for services. Services may include: housing search assistance; deposits, holding fees, and application fees; owner-related uses; and other eligible uses.</p>

4b

BOARD ACTION REQUEST
HOUSING STABILIZATION SERVICES SECTION
JUNE 17, 2021

Presentation, discussion, and possible action to authorize the issuance of the Housing Stabilization Services Notice of Funding Availability and publication in the *Texas Register*

RECOMMENDED ACTION

WHEREAS, in January 2021, the Texas Department of Housing and Community Affairs (the Department) accepted Emergency Rental Assistance funds from the U.S. Department of Treasury in the amount of \$1,308,110,629 authorized under the Consolidated Appropriations Act, 2021 (ERA1), and in the amount of \$1,079,786,857 authorized under the American Rescue Plan Act (ERA2) for a total of \$2,387,897,486 to be used to provide emergency rental assistance, utility assistance, and housing stabilization services;

WHEREAS, the enabling legislation for both allocations of funds provides that up to 10% of the funds may be utilized for housing stabilization services related to the COVID-19 outbreak that enable eligible households to maintain or obtain housing;

WHEREAS, Texas intends to use these funds for three primary purposes which include provision of legal services, supporting local and regional organizations in hosting clinics that will assist households with applying for the Texas Rent Relief Program, and supporting local and regional nonprofit or governmental entities in providing homelessness and other stabilization services as described in this action item;

WHEREAS, at the Board meeting of May 13, 2021, the Board authorized staff to enter into a contract with the Texas Access to Justice Foundation to assist with the provision of legal services and housing stabilization clinics;

WHEREAS, the Department now wishes to release a Notice of Funding Availability (NOFA) or NOFAs funded with allocations from ERA1 and ERA2 for an amount of at least \$100,000,000 for Housing Stabilization Services to fund local and regional organizations in hosting in-person and web-based clinics that will assist households across the state with the process of applying for the Texas Rent Relief Program, and supporting local and regional nonprofit or governmental entities in providing homelessness and other stabilization services as described in this action item; and

WHEREAS, the amounts from ERA1 and ERA2 designated for this NOFA or NOFAs will vary, and it is likely that some portion of those ERA1 funds eligible to be used for Housing Stabilization Services will alternatively be programmed to the Texas Rent Relief Program for the payment of eligible rent and utility expenses to ensure their timely expenditure;

NOW, therefore, it is hereby

RESOLVED, that the Executive Director and his designees be and each of them hereby are authorized, empowered, and directed, for and on behalf of the Department, to post on the Department's website and to publish a notification in the *Texas Register* one or more Housing Stabilization Services Notices of Funding Availability and to make any technical corrections or perform such other acts as may be necessary to effectuate the foregoing.

BACKGROUND

In January 2021, the Department accepted Emergency Rental Assistance (ERA 1.0) funds totaling \$1,308,110,629 from Treasury authorized under the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260. More recently, the American Rescue Plan Act (ARPA) authorized another tranche of ERA funds (ERA 2.0) for \$1,079,786,857. The two grants combined provide \$2,387,897,486. The deadlines associated with ERA 1.0 require commitment of funds by September 30, 2021, and expenditure of funds by September 30, 2022. ERA 2.0 funds have a longer timeline, and do not have to be expended until September 2025.

Under each of the grants, up to 10% of the funds may be used for housing stabilization services; funds not used for stabilization services may revert to use for rental or utility assistance. Housing Stabilization services may include, but are not limited to: housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

Staff is recommending using these funds for three primary purposes, which include provision of legal services, supporting local and regional organizations in hosting clinics that will assist households with applying for the Texas Rent Relief Program, and supporting local and regional nonprofit or governmental entities in providing homelessness and other stabilization services as described in this action item. An action was authorized by the Board in May 2021, to contract for legal services and housing stabilization clinic components with the Texas Access to Justice Foundation. This action is related to administering additional non-legal services activities.

The NOFA or NOFAs being authorized with this action will allow local, regional or statewide organizations to access funds for the hosting of clinics and other technical assistance to

households in accessing the Texas Rent Relief Program and in providing one or more of a full array of services as provided below. A provider will not be required to provide all services, but may access the funds to provide any one or more of the services.

Texas is committed to bringing stability to the large population of those who are experiencing homelessness, are at risk of homelessness or need other housing stability services. Services may include but are not limited to:

- Provision of food, clothing, handwashing stations, showers, hygiene, and transportation,
- Provision of landlord incentive payments to improve likelihood of finding housing through negotiating with landlords, and expanding the housing pool for households facing barriers to housing (e.g., households with criminal backgrounds, poor credit, debt or poor rental history),
- Provision of stipends or short-term payment assistance to public or private campgrounds willing to make or provide access to cabins or other dwellings available for persons needing temporary housing solutions,
- Funding of Housing Navigators to help persons connect with housing options,
- Supporting embedded case workers on-site at permanent supportive housing properties or properties willing to commit to serve those exiting homelessness,
- Mental health and medical services and substance use treatment including for persons with disabilities, seniors, and persons with other behavioral health needs,
- ID recovery to help obtain identification documentation,
- Help with job placement, associated childcare if needed, and financial sustainability, and
- Case management related to housing stability including help accessing other benefits (e.g., SNAP, Veteran's assistance, SSDI and Medicaid).
- Essential services to unsheltered persons and services to eligible households may be provided through a variety of avenues including, but not limited to, outreach teams, shelter-based services, service providers, and permanent supportive housing properties.

NOFAs will remain open for approximately four months unless funds are fully expended by an earlier date. While this term may be extended, staff is interested in initially keeping the window of time narrow so that staff can focus on each phase that the applications will go through – review, contracting, program roll out, technical assistance, invoicing, reporting, etc. Staff is seeking the authority to address the open nature of the NOFA with flexibility so that funds can be expeditiously committed while maximizing geographic coverage.

Staff is contemplating that applicants will have the option of either entering into a contract for a fixed amount of funds for a set amount of service deliverables, or being approved through a reservation model that will allow them to access funds on an as needed basis as eligible households are identified. However, the final NOFA or NOFAs may ultimately be for only one of those two models if needed.

NOFAs will identify threshold criteria that must be met, applicable state and federal requirements, details on the selection and contracting process, handling of administrative deficiencies, funding limitations and maximum contract award amounts, eligible and ineligible applicants and activities, and application submission requirements. Once finalized, NOFAs will be posted to the Department's website with notification of the posting in the *Texas Register*.

One of the criteria to qualifying a household for the program under ERA1 and ERA2 is that the household be "obligated to pay rent on a residential dwelling." Staff has not interpreted this requirement narrowly such that the rent obligation must already exist at the time the assistance is sought. Staff sought affirmation from Treasury that a household receiving the types of services noted above is in fact considered on the path to obtaining housing and to having a rental obligation and therefore can receive such services to keep them more stably assisted on that path. Treasury confirmed that our proposed actions and services were consistent with their interpretation of how the funds can be used.

The timeline of the ERA1 funds, which requires obligation by September 2021, may prompt the redirection of ERA1 funds away from stabilization activities and toward making payments on eligible rent and utility expenses prior to the deadline (also an eligible use of funds). In any case, at least \$100 million will be released initially through NOFAs for eligible services.

7a

BOARD ACTION REQUEST

BOND FINANCE DIVISION

JUNE 17, 2021

Presentation, discussion, and possible action approving submission of a plan to the U.S. Department of the Treasury with respect to administration of the Homeowner Assistance Fund established pursuant to the American Rescue Plan Act, for the state of Texas, and to accept public comment on the plan

RECOMMENDED ACTION

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARP), which includes the Homeowner Assistance Fund (HAF), into law;

WHEREAS, the State of Texas will receive \$842,214,006 from the HAF, and the Texas Department of Housing and Community Affairs (the Department or TDHCA) has been designated as the entity to administer the HAF for the state;

WHEREAS, the U.S. Department of the Treasury (Treasury) is administering HAF, and published Homeowner Assistance Fund Guidance on April 14, 2021 (HAF Guidance), which requires the Department to submit to Treasury a HAF Plan, or a date by which a HAF Plan will be submitted, by June 30, 2021;

WHEREAS, Treasury has stated that the purpose of the HAF is to prevent mortgage delinquencies and defaults, foreclosures, loss of utilities or home energy services, and displacement of homeowners experiencing financial hardship after January 21, 2020. Funds from the HAF may be used for assistance with mortgage payments, homeowner's insurance, utility payments, and other specified purposes.

WHEREAS, in accordance with the HAF Guidance, staff has developed a draft HAF Plan for submission to Treasury, and has made the draft HAF Plan available for public comment, with the public comment period beginning Monday, June 14, 2021, and ending at 5 pm on Monday, June 21, 2021;

WHEREAS, this Board meeting is a Public Hearing for receiving public comment on the draft HAF Plan;

WHEREAS, the Board wishes to authorize the Executive Director to complete or to modify the draft HAF Plan to include, at his discretion, relevant public comment, to conform to templates to be provided by Treasury, including the HAF Plan template and the budget template, to expand on existing HAF Plan language, to complete information that may not be known until closer to the submission date of June 30, 2021 (e.g., budget expense estimates related to HAF Plan implementation and vendors, specific details

regarding the application process), and to add relevant analytical support once data has been supplied by Treasury or obtained through alternative sources, all as detailed and required in the HAF Guidance; and

WHEREAS, the Board wishes to authorize the Executive Director to submit the HAF Plan to Treasury on or prior to June 30, 2021, or, in his discretion, to submit to Treasury a date by which the HAF Plan will be submitted;

NOW, therefore, it is hereby

RESOLVED, that the Executive Director is hereby authorized, empowered, and directed, for and on behalf of this Board, to complete or to modify the draft HAF Plan to include, at his discretion, relevant public comment, to conform to templates to be provided by Treasury, to expand on existing HAF Plan language, to complete information that may not be known until the submission date of June 30, 2021, and to add relevant analytical support once data has been supplied by Treasury or other sources, all as detailed and required in the HAF Guidance; and

FURTHER RESOLVED, that the Executive Director and his designees each of them be and they hereby are, authorized, empowered, and directed, for and on behalf of this Board, to submit the HAF Plan to Treasury on or prior to June 30, 2021, or, in the sole discretion of the Executive Director, to submit to Treasury a date by which the HAF Plan will be submitted

BACKGROUND

President Biden signed the American Rescue Plan Act into law on March 11, 2021, which will provide Texas with \$842,214,006 in HAF funds that must be expended by September 30, 2026. On April 14, 2021, Treasury published HAF Guidance, setting forth the purpose of the HAF, defining Qualified Expenses, Eligible Homeowners, and targeting requirements for funds received. In addition, the HAF Guidance described the required components of HAF Plans and established June 30, 2021, as the date by which HAF Plans, or a date certain for submission of a HAF Plan, must be submitted. HAF Plans must be submitted using a template to be provided by Treasury (which will contain a specific budget template for the budget component of the HAF Plan). While those templates have not yet been received, staff has developed a draft HAF Plan and will conform to Treasury templates when received.

As the designated entity to administer the HAF for the state, on April 22, 2021, the Department submitted to Treasury a Notice of Funds Request and a Financial Assistance Agreement. On May 4, 2021, the Department received an initial installment of 10%, or \$84,221,400.60, in HAF funds, of which up to 50% may be used to fund the operational and administrative expenses related to implementing the program. The overall administrative budget for HAF is 15% of the allocation amount, or approximately \$126 million.

The primary components of the draft HAF Plan have been presented in a narrative format, including a description of the Texas Homeowner Reinstatement Program (Reinstatement Program), the program being submitted under the HAF Plan. A more comprehensive, detailed description of the Reinstatement Program, including the specific details and requirements of each component that must be included, are contained in the Program Template, Texas Homeowner Reinstatement Program. This template form was developed by the National Council of State Housing Agencies (NCSHA) in response to a request by Treasury for consistency in program submission.

While HAF Plans may contain multiple programs and HAF programs may be designed to fund a variety of Qualified Expenses, (i.e., utilities and internet service), staff has drafted the HAF Plan to include one program, the Texas Homeowner Reinstatement Program. Additional programs may be submitted to Treasury for consideration in the future, if homeowner needs warrant, and if there are sufficient funds available.

While \$842 million is a large number, Texas homeowners have been significantly and negatively impacted by the coronavirus pandemic. Current delinquency and forbearance levels indicate a need in excess of that amount. As such, and in keeping with the stated purpose of the HAF and in line with Treasury recommendations, staff has drafted a Reinstatement Program to assist as many delinquent homeowners, as quickly and efficiently as possible, to keep their homes. The Reinstatement Program will assist these homeowners by eliminating or significantly reducing mortgage loan delinquencies to prevent foreclosure and homeowner displacement. Subject to a Per Household Maximum of \$30,000, reinstated homeowners can receive up to three months of additional mortgage payment assistance (PITI), assisting these homeowners in a successful transition from delinquency and/or forbearance, to resuming regularly scheduled mortgage loan payments.

As one reviews the draft HAF Plan attached, please bear in mind the following:

- The draft HAF Plan is not intended to establish and detail every aspect of the program to be implemented. In accordance with Treasury's recommendation and based on feedback from states that administered Hardest Hit Funds, the HAF Plan should lay the foundation for the program to be implemented. Too much detail will most likely result in the need to submit plan modifications to Treasury for approval, delaying the Department's ability to assist delinquent homeowners.
- The format and content of the HAF Plan will be modified once templates are received from Treasury and before submission.
- Additional analytical support for the Department's plan will be added to the Homeowner Needs Assessment once data has been data has been supplied by Treasury or obtained through alternative sources.

As such, this item requests that the Executive Director be authorized to complete or to modify the draft HAF Plan to include, at his discretion, relevant public comment, to conform to templates to be provided by Treasury, including the HAF Plan template and the budget template, to expand on existing HAF Plan language, to complete information that may not be known until closer to the submission date of June 30, 2021 (i.e., budget expense estimates related to HAF Plan implementation and vendors, specific details regarding the application process), and to add relevant analytical support once data has been supplied by Treasury or obtained through alternative sources.

It is our hope that the HAF Plan can be finalized and submitted to Treasury by June 30, 2021, but to the extent that cannot be achieved and the Executive Director submits a date by which the HAF Plan will be submitted, as permitted by Treasury, the Department will submit the HAF Plan at its earliest opportunity.

The Department will launch the program within eight weeks of approval by Treasury of the HAF Plan, most likely sooner, depending on the timing of that approval. In the meantime, staff will issue requests for proposals for vendors, and will address the operational and administrative requirements of program implementation, including the development of program guides, policies, and procedures. We will be able to test the system from application to disbursement, and to put in place quality control, compliance, and reporting systems to ensure a smooth launch.

Texas Homeowner Assistance Fund (Draft Plan)

Overview

The economic implications of the COVID-19 pandemic have reached far and wide, significantly and negatively impacting Texas homeowners throughout the state. The Cares Act allowed many impacted homeowners to enter forbearance, pausing their monthly mortgage loan payments. At this point in time, many homeowners have been in forbearance for 12 months plus and are fast approaching 15 months, just three months from the maximum permissible forbearance period. During their time in forbearance, homeowners have accrued thousands and many have accrued tens of thousands of dollars in delinquent mortgage loan payments, and the CDC's foreclosure moratorium is scheduled to expire June 30, 2021.

Fortunately, there is assistance on the way for delinquent Texas homeowners. On March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA), which includes the Homeowner Assistance Fund (HAF), into law. The State of Texas will receive \$842,214,006 from the HAF, and the Texas Department of Housing and Community Affairs (TDHCA) has been designated as the entity to administer those funds.

The United States Department of the Treasury published HAF Guidance on April 14, 2021 (the HAF Guidance), which requires the Department to submit to Treasury a HAF Plan, or a date by which a HAF Plan will be submitted, by June 30, 2021.

The following is a draft of the HAF Plan to be submitted to Treasury. TDHCA will administer the \$842,214,006 received through the HAF to Texas homeowners that were impacted by COVID-19, to stay in their homes. TDHCA is submitting a Texas Homeowner Reinstatement Plan, which will achieve goals set forth in the HAF Guidance, specifically to reduce mortgage loan delinquencies, defaults, foreclosures, and displacement of homeowners.

Homeowner Needs Assessment

Texas mirrors the US closely in terms of racial demographics, but diverges from national trends when it comes to ethnicity. While 17.8% of Americans identify as ethnically Hispanic, that number is 39.2% in Texas, a difference of 21.4%. Similarly, 61.1% of Americans identify as Non-Hispanic and White only, with only 42.3% of Texans identifying as such. Poverty rates by ethnic demographics are as follows:

Percentage of Each Ethnic Demographic in Poverty (Poverty Rate)

Ethnicity	Texas Population	US Population	Difference
Hispanic or Latino	22.1%	21.0%	1.0%
Not Hispanic or Latino	11.2%	12.5%	-1.4%
Not Hispanic or Latino - White Alone	8.7%	10.0%	-1.3%

2014-2018 American Community Survey, Table DP05

Poverty rates by ethnic demographics are important to note, because housing challenges are both a cause and an effect of poverty (Public and Affordable Housing Research Corporation 2019). Lack of adequate housing can exacerbate existing economic inequalities between racial/ethnic groups. Recent research

from the Department of Housing and Urban Development suggests that access to safe, affordable homes can lead to numerous positive outcomes for families, including improved health, education, incomes, and inter-generational wealth (HUD 2016). This means that access to adequate housing may help lessen the high rates of poverty experienced by certain racial and ethnic groups and populations.

In recent years, many areas of Texas have experienced a decrease in the supply of available homes, particularly with respect to homes for which low to moderate income homebuyers qualify. The Federal Reserve Bank of Atlanta provides an interactive home affordability tool, the HOAM (Home Ownership Affordability Monitor) Index, which measures the ability of a median-income household to absorb the estimated annual costs associated with owning a median-priced home. This data can be used to measure home affordability for MSAs and Counties across the country. A HOAM index value lower than 100 indicates that the median household income is insufficient to cover the annual costs of owning a median-priced home (the housing cost is greater than 30 percent of income).

Multiple counties in Texas are now considered unaffordable: Travis County has a HOAM Index of 85.6, Hays County has a HOAM index of 99.1, and Bastrop County has a HOAM index of 95.4. The affordability issue expands beyond the Austin-Round Rock Metro, and can be seen in the Houston-The Woodlands-Sugarland TX Metro, DFW Metro, San Antonio-New Braunfels Metro, and El Paso Metro, where affordability has declined by 6%, 5%, 4%, and 2% respectively between March of 2020 and March of 2021. For example, Dallas County has a HOAM index of 95.7.

As affordable home inventory decreases, homebuyers stretch their finances to be able to afford to purchase a home. As low to moderate income homebuyers stretch to achieve the dream of homeownership, they become less able to afford unexpected expenses or circumstances. A household is defined as experiencing housing cost burden when a household pays more than 30% of its gross income for housing costs including utilities. Even before COVID-19, Texas homeowners were experiencing a high level of cost burden, with approximately 19.4% of Texas homeowners considered housing cost burdened. The following table shows the breakdown of households experiencing housing cost burden and does not include data for households for which housing cost burden could not be calculated.

Number of Homeowner Households with Housing Cost Burden by Income Category

Income Categories	Homeowners with Cost Burden	Total Owner Households	% of Owners with Cost Burden
<= 30% HAMFI	293,444	422,915	69.4%
>30% to <=50% HAMFI	254,737	504,625	50.5%
>50% to <=80% HAMFI	280,045	828,045	33.8%
>80% to <=100% HAMFI	111,124	543,865	20.4%
>100% HAMFI	194,185	3,551,595	5.5%
Total	1,133,535	5,851,045	19.4%

Source: 2013-2017 CHAS, Table 8

Using a portfolio of mortgage loans originated through TDHCA's Texas Homeownership Division (over \$6 billion in outstanding mortgage loans; 91% FHA, 2% VA, 2% USDA, and 5% conventional backed by Fannie Mae or Freddie Mac), as representative of loans made through affordable housing programs in Texas, we note that approximately 16% of TDHCA loans (5,800) are in forbearance, with a current estimated average

reinstatement cost of approximately \$11,500. The Mortgage Bankers Association estimated a May 2021 forbearance rate of 4.19%; presumably, the 16% rate reflected in the representative loan portfolio is significantly higher due, in large part, to the high level of government-backed mortgage loans in the portfolio and the fact that these loans were made to low and moderate income homebuyers; more than 70% of the loans were made to homebuyers at or below 80% of area median income.

As of March 31, 2021, government loan delinquencies in Texas, including TDHCA's loan portfolio, as reported by active servicers in Texas, indicate that approximately 120,000 government loans in Texas are delinquent at least 60 days (including loans in forbearance). Many of the delinquent homeowners will not qualify for HAF Assistance for various reasons, including income eligibility requirements or because their loan was delinquent prior to February 1, 2020.

While many of these homeowners may have loss mitigation options available to them, those options come at a relatively high price, particularly after an extensive period of forbearance, such as following an extended period of financial hardship. These options are primarily payment deferrals and loan modifications, which involve the inclusion of additional mortgage loan payments beyond the original maturity of the mortgage loan, or the addition of a second mortgage, representing amounts to be paid at loan maturity. While under more normal economic conditions these may be reasonable alternatives for homeowners, these are unique times. Many homeowners have been in forbearance for over a year and are approaching 18 months, due to a COVID-19 related financial hardship. Many of these homeowners experienced a loss or significant reduction to their income, or an increase in expenses, for an extended period of time. Approximately 1,400 homeowners in TDHCA's portfolio have undergone the Partial Claim process with HUD for COVID-19 related delinquencies, resulting in Partial Claims (amount added to the back of the mortgage as a second loan), with the highest Partial Claim amount being \$53,920, the lowest \$1,143, and an average of approximately \$12,000. For various reasons, not all homeowners in forbearance will have the opportunity to use existing loss mitigation options. Using HAF funds, in accordance with HAF Guidance, to reduce or eliminate homeowner delinquencies, defaults, foreclosures, and displacement, will help tens of thousands of low to moderate income homeowners to recover financially and to achieve housing stability.

The April 2021 unemployment rate for the United States was 6.1%. According to the Texas Workforce Commission, the April 2021 unemployment rate for Texas was 6.7%, having fallen .2 percentage points but still .6 percentage points above the national average. However, many rural counties in Texas have unemployment rates significantly higher than the state average, including Texas colonias. According to a recent article published by the Texas Tribune, the April 2021 unemployment rate for Texas colonias ranged from a low of 6.9% for El Paso County to a high of 17.7% in Starr County.

Considering the factors detailed above, the proposed HAF plan has been designed to provide Texas homeowners with much-needed assistance as quickly and effectively as possible. A Per Household Maximum of \$30,000 will provide up to approximately 18 months of assistance for principal, interest, taxes and insurance (fewer months of assistance if funds have to be applied to reinstate escrow funds expended for homeowner's insurance and condominium or homeowner's association fees).

Community Engagement and Public Participation

As the Housing Finance Agency for the State of Texas, TDHCA has a dedicated Texas Homeownership Division that regularly interacts with housing counselor organizations, community development corporations (CDCs), community development financial institutions (CDFIs), mortgage lenders, and loan

servicers throughout the state, with topics of discussion ranging from delinquencies and forbearances, to the lack of affordable housing in the state.

Since the HAF Guidance was published on April 14, 2021, TDHCA has had, and is continuing to have, discussions with several of the largest servicers of government loans in Texas regarding delinquent loans and loans in forbearance, and the process by which we can reinstate those mortgage loans. We have reached out to three statewide affordable housing programs, and have requested delinquency and forbearance information from their master servicers. We have engaged with and are continuing discussions with the Texas Mortgage Bankers Association. In addition, TDHCA staff have participated regularly in calls with the Housing Policy Council, which includes many of the largest servicers in the country as well as in Texas, to discuss the best way to assist homeowners as efficiently as possible, as well as ways to implement consistent programs across the country.

TDHCA will continue to actively engage and seek community and public participation. Working closely with housing counselor organizations, CDCs, CDFIs, and other non-profit organizations will be a key component in reaching targeted homeowner populations.

TDHCA will publish [published] its draft HAF Plan for public comment on June 14, 2021, with a public comment period through June 21, 2021, and will hold [held] a public hearing on the proposed plan June 17, 2021, in accordance with the Texas Open Meetings Act (the public meeting law in Texas).

Program Design

TDHCA is submitting its initial HAF Plan with one program, the Texas Homeowner Reinstatement Program, but may submit additional Programs to Treasury for consideration if homeowner needs warrant, and if there are sufficient funds available.

Please refer to the Program Template, Texas Homeowner Reinstatement Program, for additional details and requirements related to this Program.

Texas Homeowner Reinstatement Program

The goal of this program is to eliminate or reduce mortgage loan delinquencies to prevent foreclosure and homeowner displacement by reinstating mortgage loans that are at least 60 days delinquent. This program is expected to assist as many delinquent and at-risk homeowners as quickly and effectively as possible. Through this program, delinquent mortgage loans can be reinstated, fully or partially (subject to a Per Household Maximum of \$30,000), allowing homeowners to remain in their homes and avoid displacement. In addition, reinstated homeowners that require a transition period in order to resume mortgage payments can receive up to 3 months of additional mortgage payment assistance (PITI), allowing these homeowners to successfully transition from delinquency and/or forbearance, back to regularly scheduled mortgage loan payments.

Homeowners must affirm that they reasonably believe, based on the reinstatement and the homeowner's current financial circumstances, that they will be able to continue making mortgage loan payments and avoid displacement. Homeowners for whom reinstatement will not be a long-term solution (will not be able to resume regularly scheduled payments, even with assistance through this Program), will not be eligible for reinstatement, and will be referred to their servicer to explore other loss mitigation options, as well as to housing counselors or other funding sources, including CDBG-CARES, HOME Funds, etc.

This Program will provide funds, up to a Per Household Maximum of \$30,000, to bring delinquent mortgage loans current or to reduce mortgage loan delinquencies related to an Eligible Homeowner's first mortgage and/or second mortgage loan. Funds will be provided as a nonrecourse grant to the homeowner.

TDHCA will utilize up to \$715,881,905 of its HAF allocation for this program. The inclusion of additional Programs will necessarily reduce the amount allocated to this program. Funds budgeted for administrative expenses and not used for that purpose may be made available for additional homeowner assistance under this program.

General Homeowner Eligibility (see Program Template for specific details)

To be eligible for this Program, Texas homeowners must have experienced, and must self-certify to, a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, or foreclosure, which hardship occurred after January 21, 2020. The homebuyer certification must describe the nature of the financial hardship.

HAF guidance requires that not less than 60% of funds be used for qualified expenses that assist homeowners having incomes equal to or less than 100% of the area median income (two times the income limit for very low income families, for the relevant household size) or equal to or less than 100% of the median income for the United States, whichever is greater.

All funds under this program will be made available to homeowners with incomes equal to or less than 100% of the area median income (two times the income limit for very low income families, for the relevant household size) or equal to or less than 100% of the median income for the United States, whichever is greater, unless Treasury requires a lower amount per household size.

To support income qualification, homeowners will may be required to provide pre- and post-COVID-19 income documentation to verify income eligibility.

General Property Eligibility (see Program Template for specific details)

To be eligible for HAF assistance, properties must be located in Texas, and must be owner-occupied, or in the case of a land contract or contract for deed, occupied by the documented buyer, and include:

- Single-family (attached or detached) properties;
- Condominium units;
- 1 to 4-unit properties where the homeowner is living in one of the units as their primary residence; Properties for which homeowners received payments through the Texas Rent Relief Program are ineligible to receive assistance through the HAF Program;
- Manufactured homes permanently affixed to real property and taxed as real estate; or
- Mobile homes not permanently affixed to real property.

Occupancy will be determined based on a self-certification and additional documentation to be provided by the homebuyer, which may include any one of the following: driver's license or state ID, utility bill, phone or internet bill, bank statement, mortgage statement, property tax bill, tax return, deed, or any

government issued document that includes name and address.

No single property may receive more than the Per Household Maximum amount of assistance.

Maximum Assistance

The Maximum Per Household assistance that can be provided is \$30,000, with assistance to be applied in the following order of priority:

- 1) Mortgage/housing loan reinstatement (including escrows), including up to 3 months of additional mortgage payment assistance
- 2) Property taxes and homeowner's insurances (hazard and mortgage), if escrowed
- 3) Condominium/homeowners' association fees, if escrowed

Intake Systems and Application

The application and intake process will be designed and operated in a manner to avoid barriers to equitable access and to allow for maximum flexibility. Homeowners will be able to apply through a mobile friendly online portal that will allow for the upload of all supporting documents. The portal will be available in both English and Spanish. TDHCA will be working with local housing and community organizations to establish help centers to serve as intake hubs to assist homeowners in determining eligibility, application completion, and providing required supporting documentation. Applications will be reviewed for eligibility (qualified financial hardship after January 21, 2020; own home; occupy home as primary residence; income, delinquency, etc.). Application information will be made available in multiple languages.

Targeting HAF Funding

In accordance with HAF Guidance, the Texas Homeowner Reinstatement Program will target low income homeowners (those earning less than 100%) throughout the State. The following will be prioritized:

- Government Loan and Affordable Housing Portfolios. In accordance with HAF Guidance and recognizing that homeowners earning up to 100% of the area median income are overrepresented in portfolios of government-backed and guaranteed mortgages compared to the market as a whole, TDHCA will prioritize assistance to homeowners with FHA, VA, and USDA mortgages and homeowners who have mortgages made with proceeds of mortgage revenue bonds or other mortgage programs that target low and moderate income homeowners.

Targeting will include outreach to mortgage programs that target low and moderate income homeowners, including TDHCA's own portfolio, and the mortgage loan portfolios of Texas State Affordable Housing Corporation, Texas Veterans Land Board, and local Housing Finance Corporations, that have issued mortgage revenue bonds or mortgage credit certificates, or who operate an affordable housing program. This outreach will also include banks, servicers, CDCs, CDFIs, and other non-profits that offer affordable housing programs to low, very low, and moderate income homebuyers. TDHCA has already begun working with these entities and their servicers to gather relevant data and to discuss the process for reinstating delinquent loans.

- Non-Traditional Loans and Properties. Recognizing the unique needs of homeowners in border towns, colonias, and communities with less housing stock than larger MSAs, TDHCA will set-aside a portion of funds to assist homeowners that would not typically be included in Government Loan and Affordable Housing Portfolios. Through these set-asides, TDHCA will be able to assist homeowners with less traditional financing instruments, including contract for deed and reverse mortgages, and will be able to provide assistance to homeowners whose property is a manufactured home or mobile home that is not permanently affixed to land, who would traditionally also not be included in the above-described portfolios.

Targeting will include contracting with housing counselor organizations, CDCs, CDFIs, and other affordable housing organizations throughout the State. Through a pay-for-performance compensation model, these organizations will establish help centers to serve as intake hubs, assisting homeowners in determining eligibility and with making application for the funds, as well as providing any necessary supporting documentation. They may be expected to knock on doors, if necessary, to seek out those identified as hard to serve due to social, language and economic barriers. Once these centers have been established and begin operations, we will gain a better understanding what will be required to reach and serve this subgroup of homeowners as effectively and efficiently as possible. TDHCA will target a traditionally underserved area in South Texas that borders Mexico from South Padre Island, the southernmost part of the state, then West to the city of El Paso and all points in between.

By targeting Government Loan and Affordable Housing Portfolios, as well as homeowners with Non-Traditional loans and properties, TDHCA should effectively reach low income populations throughout the state.

Outreach and Marketing Plan

Outreach and Marketing will include a designated webpage on the TDHCA website and TDHCA homeownership specific website, email listserve, social media , press releases, digital and print advertising, and through partner organizations including lenders, Realtors, housing counseling organizations, CDCs, CDFIs, and other affordable housing organizations throughout the State. Outreach and marketing materials, particularly those detailing homeowner and property eligibility, will be made available in multiple languages.

TDHCA will, at least quarterly, review its outreach and marketing efforts, in conjunction with its performance goals, to ensure that outreach and marketing efforts are effectively reaching target homeowners. Adjustments to the outreach and marketing plan will be made accordingly.

Best Practices and Coordination with Other HAFR Participants

TDHCA's Texas Homeownership Division regularly interacts with housing counseling organizations, CDCs, CDFIs, mortgage lenders, and servicers throughout the state, with topics of discussion ranging from delinquencies and forbearances, to the lack of affordable housing in the state.

Since the HAF Guidance was published on April 14, 2021, TDHCA has participated in, and is continuing to participate in regular (3+ weekly) discussions with other HAF participants via virtual meetings/calls coordinated by the National Council of State Housing Agencies (NCSHA). Additionally, on-going

discussions continue with: several of the largest servicers of government loans in Texas regarding delinquent loans and loans in forbearance, and the process by which we can reinstate those mortgage loans; statewide affordable housing programs on delinquency and forbearance information from their master servicers; Texas Mortgage Bankers Association on data to assist with identifying mortgage loan delinquencies throughout the State. In addition, TDHCA staff have participated regularly in calls with the Housing Policy Council, which includes many of the largest servicers in the country as well as in Texas, to discuss the best way to assist homeowners as efficiently as possible, as well as ways to implement consistent programs across the country.

TDHCA will continue to actively engage with all housing partners to establish and implement best practices for HAF for the life of the program.

Performance Goals

TDHCA will measure performance by evaluating the following:

The speed by which an applicant receives assistance through the program, from initial inquiry to disbursement of funds (or denial of application, if applicable);

The number of households served and the dollar amount HAF assistance that directly:

- Reduced mortgage loan delinquency,
- Assisted homeowners to exit forbearance plans, and
- Fully reinstated previously delinquent mortgage loans;

The number and percentage of applicants that receive assistance through the program (versus the number and percentage denied assistance);

The number of households served and the dollar amount of HAF assistance provided for mortgage loans in Government Loan and Affordable Housing Portfolios;

The number of households served and the dollar amount of HAF assistance provided to homeowners with Non-Traditional Loans and Properties; and

The number of households served and the dollar amount of HAF assistance applied to assist homeowners at or below 100% AMI, 80% AMI, 60% AMI, and 50% AMI or below.

Periodic Review

TDHCA will conduct periodic reviews of the program, not less than quarterly, reviewing a random sampling of applications (not less than 10%) to evaluate performance, and to ensure that the required elements of the program are being met.

Readiness

Staffing and Systems

TDHCA plans to issue vendor requests for proposals, and will have its staffing and systems in place by August 15, 2021, in order to test the systems and review processes, develop detailed program guides, policies and procedures, and be prepared to make any changes that may be necessary to accommodate changes or feedback from Treasury regarding the HAF Plan submitted.

Requests for proposals will be issued, and respondents will have the ability to respond to one, more, or all of the staffing, systems, and services required, including call center operations, application intake, review, and processing, reporting, resource data, hardware and software, external IT/IS support, communications and marketing, program audit and compliance, quality control reviews and recommendations, and disbursement of funds. TDHCA will evaluate responses and select the vendor, or combination of vendors, that will result in the most efficient and effective operations and support for TDHCA's administration of HAF.

Quality Control

TDHCA will ensure program integrity by undertaking system-generated, random selection of case reviews after eligibility determination and prior to funding; 100% review of all declined cases and a reasonable selection of each reviewer's pipeline, beginning with 10% of volume and eventually decreasing to a minimum of three cases weekly.

Contracts and Partnerships

In addition to the contracts resulting from requests for proposals described above, TDHCA will partner with mortgage loan servicers through the mutual execution of a Servicer Partner Agreement. TDHCA will work closely with qualified housing counselors, CDCs, CDFIs, and other non-profit organizations with the capacity to assist homeowners with obtaining HAF assistance, particularly those that can assist with reaching low to moderate income homeowners with less traditional mortgage loans, and expects to contract with these providers on a pay-for-performance basis.

Existing and Pilot Programs

TDHCA is currently administering the Texas Rent Relief Program. TDHCA plans to use similar processes and operational procedures, modified as necessary to adapt to the specific needs and requirements of HAF, to administer the HAF program.

TDHCA has not implemented but is considering implementation of, a pilot program that would be a smaller scale version (limited audience) of the Texas Homeowner Reinstatement Program.

Budget

Texas HAF Funds Awarded: \$842,214,006
Administration (Maximum): \$126,332,101

TDHCA does not expect to use the maximum amount allocated for administrative expenses. To the extent that amount is reduced, those funds will be made available for additional homeowner assistance.

Expected uses (Treasury to Provide a Budget Template):

Administration and operations related to the intake, eligibility review, processing, and disbursement of assistance	\$
Call center operations (including staff, language lines, translation services, and accessibility services)	\$
Marketing and outreach, including fee-for-service for qualified housing counselors, community development corporations, community development financial institutions, and other non-profit organizations with the capacity to assist homeowners with obtaining HAF assistance, particularly those that can assist with reaching low to moderate income homeowners with less traditional mortgage loans	\$
Periodic Reviews and Ongoing Needs Assessment	\$
Compliance and Technical Assistance	\$
Public Engagement Efforts	\$
Vendor System Support (sourced on an as needed basis) Data Systems Process External IT/IS Support Communication	\$
TDHCA Staff Salaries	\$
TDHCA Expenses (travel, etc.)	\$

Program Template

Texas Homeowner Reinstatement Program

Program Overview	The HAF program was established under section 3206 of the American Rescue Plan Act of 2021 (“the ARP”) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing.
HAF Reinstatement Program Goal	To provide financial assistance to eliminate or reduce mortgage loan delinquencies to prevent foreclosure and homeowner displacement.
Size of HAF Reinstatement Program	TDHCA will utilize up to \$715,881,905 of its total HAF allocation for this program.
Targeted Population of Homeowners and Financial Challenges Program Seeks to Address	<p>This program will target low to moderate income homeowners and will address the following financial challenges:</p> <ul style="list-style-type: none"> • Mortgage loan delinquency and default. This program will assist eligible, delinquent, Texas homeowners to eliminate or reduce mortgage loan delinquency by making up all or a portion of their past due mortgage payments. • Exiting forbearance. This program will help eligible Texas homeowners on forbearance plans to exit forbearance and to transition to regular, monthly mortgage payments, so that they can begin to regain economic stability. • Stabilization of mortgage loan portfolios. Assistance provided through this program will improve the stability of mortgage loan portfolios throughout the state.
Eligible Homeowners	<p>“Eligible Homeowners” for the Texas HAF Reinstatement Program must meet the following criteria:</p> <ul style="list-style-type: none"> • Homeowner must have experienced a Qualified Financial Hardship after January 21, 2020, and provide an attestation describing the nature of the financial hardship; • Homeowner must have owned the home on or before January 1, 2020; • Homeowner must currently own and occupy the property as their primary residence; • Homeowner must meet the Homeowner Income Eligibility Requirements; • Homeowner must be at least 60 days delinquent, as reflected in documentation provided by the payee or the payee’s agent, whether or not the homeowner is or was on a forbearance plan; • Homeowner must complete and sign the Affidavit, Application, Disclosures, and 3rd Party Authorization forms; • Homeowner must agree to provide all necessary documentation to

	<p>satisfy program guidelines within timeframes established by TDHCA;</p> <ul style="list-style-type: none"> • The original, unpaid principal balance of the homeowner’s first mortgage or housing loan, at the time of origination, was not greater than the conforming loan limit in effect at time of origination; and • Homeowners who have previously filed for bankruptcy but who are no longer in bankruptcy must provide proof of court ordered “discharge” or “dismissal”. <p>Co-owners are not permitted to separately apply for HAF Program assistance.</p>
<p>Eligible Legal Ownership Structures</p>	<p>“Eligible Legal Ownership Structures” are the following:</p> <ul style="list-style-type: none"> • Where the home is owned by a “natural person or persons” (e.g., LLP, LP or LLC <u>do not</u> qualify); <i>and</i> • Those where the homeowner has transferred their ownership right into non- incorporated, Living Trusts, provided the homeowner occupies the home as the primary/principal residence.
<p>Qualified Financial Hardship</p>	<p>A “Qualified Financial Hardship” is a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.</p> <ul style="list-style-type: none"> • Reduction of Income – Documented temporary or permanent loss of earned income that occurred after January 21, 2020; or • Increase in living expenses – Documented increase in out-of-pocket household expenses such as, medical expenses, inadequate medical insurance, increase in household size, or costs to reconnect utility services directly related to the coronavirus pandemic that occurred after January 21, 2020.
<p>Homeowner Income Eligibility Requirements</p>	<p>To be eligible for assistance under the Texas HAF Reinstatement Program, homeowners must have incomes equal to or less than 100% of the area median income (two times the income limit for very low income families, for the relevant household size) or equal to or less than 100% of the median income for the United States, whichever is greater, unless Treasury requires a lower amount per household size.</p>
<p>Homeowner Prioritization</p>	<p>TDHCA will prioritize:</p> <ul style="list-style-type: none"> • <u>Government Loan and Affordable Housing Portfolios.</u> TDHCA will prioritize assistance to homeowners with FHA, VA, and USDA mortgages and homeowners who have mortgages made with proceeds of mortgage revenue bonds or other mortgage programs that target low and moderate income homeowners. • <u>Non-Traditional Loans and Properties.</u> Recognizing the unique needs of homeowners in border towns, colonias, and communities with less housing stock than larger MSAs, TDHCA will set-aside a portion of funds to assist homeowners that would not typically be included in Government Loan and Affordable Housing Portfolios. Through these set-asides, TDHCA will be able to assist homeowners

	<p>with less traditional financing instruments, including contract for deed and reverse mortgages, and will be able to provide assistance to homeowners whose property is a manufactured home or mobile home that is not permanently affixed to land, who would traditionally also not be included in the above-described portfolios.</p>
Eligible Properties	<p>“Eligible Properties” are those that are owner-occupied, or in the case of a land contract or contract for deed, occupied by the documented buyer, and include:</p> <ul style="list-style-type: none"> • Single-family (attached or detached) properties; • Condominium units; • 1 to 4-unit properties where the homeowner is living in one of the units as their primary residence. However, homeowners that received payments through the Texas Rent Relief Program are ineligible to receive funds through the HAF Program; • Manufactured/modular homes permanently affixed to real property and taxed as real estate; and • Manufactured/mobile homes not permanently affixed to real property but with a Title Certificate or Statement of Ownership in the homeowner’s name. <p><u>Ineligible properties:</u></p> <ul style="list-style-type: none"> • Vacant or abandoned properties; • 2nd homes; • Investment property; and • Mobile homes with no Title Certificate or Statement of Ownership in the homeowner’s name.
Eligible Uses of HAF Reinstatement Program Proceeds	<p>Housing obligations as listed below and not incurred/billed prior to January 21, 2020 are “Eligible Uses of HAF Reinstatement Program Proceeds”.</p> <p>Mortgages must be held by a lender/servicer with an NMLS number, which would include federally backed and privately funded mortgages. Private party mortgages are ineligible for assistance.</p> <ul style="list-style-type: none"> • Existing first mortgage lien loan payment (principal, interest, taxes, hazard insurance, and mortgage insurance, and Condominium/Homeowner Association fees, if escrowed) to include escrow shortages. • Subordinate mortgage lien payment (P&I). • Contract for Deed payments. • Land Contract monthly payment (P&I). • Manufactured/mobile home loan monthly payment (P&I) and lot rent, if applicable. • De minimis lender-assessed fees.
Maximum Per Household HAF Assistance	<p>TDHCA will not exceed its “Maximum Per Household HAF Assistance” amount of \$30,000 per household.</p>
Assistance Type	<p>Assistance will be structured as a non-recourse grant.</p>
Payout of HAF Assistance	<p>TDHCA will disburse HAF assistance directly to mortgage lender/servicer, land contract or contract for deed holder, and manufactured/mobile home</p>

	<p>lender/park (lot fees). Funds will not be issued to homeowners, or other parties.</p> <p>Payments to lenders/servicers are only permissible to the extent the lender/servicer holds an NMLS number. No private party mortgages are eligible.</p> <p>TDHCA will make no more than one disbursement to each payee through its Reinstatement Program; however, homeowners may be eligible for additional HAF assistance through other HAF Programs that may be implemented in the future, subject to the Maximum Per Household HAF Assistance.</p> <p>TDHCA will disburse PITI amounts quoted by the lender/servicer; any discrepancies are to be resolved by the homeowner and lender/servicer.</p> <p>If homeowner’s past due amount exceeds the Per Item Maximum Amount or Maximum Per Household HAF Assistance, TDHCA will pay the maximum permissible amount and the homeowner may pay the difference.</p>
<p>Structure of Assistance and Payment Process Description</p>	<p>HAF assistance will be prioritized to Eligible Uses of HAF Reinstatement Program Proceeds as follows:</p> <ol style="list-style-type: none"> 1) Mortgage/housing loan reinstatement (including escrows), including up to 3 months of additional mortgage payment assistance 2) Property taxes and homeowner’s insurances (hazard and mortgage), if escrowed 3) Condominium/homeowners’ association fees, if escrowed <p>Disbursement to mortgage lender/servicer may include up to the next three scheduled monthly payments (“Additional Assistance”) if funds are available, subject to the Maximum Per Household HAF Assistance or Per Item Maximum Amounts listed in Exhibit A.</p>
<p>Program Launch</p>	<p>TDHCA is planning to launch the program to the public by within eight weeks of approval by Treasury of TDHCA’s HAF Plan; possibly sooner, depending on the timing of such approval</p>
<p>Program Duration</p>	<p>The period of performance for the HAF award begins on the date hereof and ends on September 30, 2026. HAF recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.</p> <p>TDHCA plans to disburse all funds by September 30, 2026.</p>
<p>Application Process</p>	<p>Homeowners will be able to apply through an online portal and over the telephone.</p>
<p>Required Application Documents</p>	<p>The following documents will be required for an application to be considered complete:</p> <ul style="list-style-type: none"> • Application for the Texas Homeowner Reinstatement Program

	<ul style="list-style-type: none"> • Third Party Authorization (TPA) and Disclosure Form • Grant Agreement • Qualifying hardship attestation and supporting documentation from homeowner certifying and identifying the eligible hardship and that occurred after January 21, 2020 • Mortgage Statement for each lien (e.g., first mortgage, second mortgage). • Manufactured home loan statement • Mobile home loan statement and/or lot rental agreement (homeowners that received assistance through the Texas Rent Relief Program are ineligible to receive assistance through this Program). • Land Contract agreement • Contract for Deed • Most recent monthly utility bill(s) • Social Security Number card <u>or</u> unique identifier as shown on a legal document, such as federal tax return • Income documentation; W2's, paystubs, previous years' tax returns or alternative income documents as applicable. <p>Applicant must provide each payee's contact and account information if not listed on the monthly statement provided.</p>
<p>Eligibility Determination Notes</p>	<p>TDHCA staff, or vendors engaged through a Request for Proposal process ("Program Staff"), will summarize determination of the applicant's eligibility and status in case notes. The summary will include applicable details to support the decision to approve, deny, or take other action with respect to an application submitted.</p>
<p>Quality Control (QC)</p>	<p>TDHCA will ensure program integrity by undertaking system-generated, random selection of case reviews after eligibility determination and prior to funding; 100% review of all declined cases and a reasonable selection of each reviewer's pipeline, beginning with 10% of volume and eventually decreasing to a minimum of three cases weekly.</p>
<p>HAF Assistance Approval and Funds Disbursement</p>	<p>Reservations for assistance may not exceed the Maximum Per Household HAF Assistance, are subject to the following Per Item Maximums, and will be prioritized as follows:</p> <ol style="list-style-type: none"> 1) Mortgage/housing loan reinstatement (including escrows), including up to 3 months of additional mortgage payment assistance, up to a Per Item Maximum of \$30,000 2) Property taxes and homeowner's insurances (hazard and mortgage), if escrowed, up to a Per Item Maximum of \$_____ 3) Condominium/homeowners' association fees, if escrowed, up to a Per Item Maximum of \$_____ <p>Funds will be paid, as applicable, to the mortgage servicer or other third party payee authorized by the loan servicer, or other third party authorized to collect eligible charges in accordance with reinstatement instructions received from the payee. Payments may be made through</p>

	<p>electronic transmission for any payees that accept funds in this manner. [For other payees, funds will be sent directly by check or other payment method accepted by the mortgage servicer or authorized payee.]</p>
<p>Program Partner Requirements</p>	<ul style="list-style-type: none"> • Lender/servicers to execute a HAF Partner Agreement and agree to communicate using the Common Data File (CDF) format [to be provided by Treasury]. • Private non-mortgage lenders, including Land Contract, Contract for Deed, and mobile home lenders/lot rent payees are to provide a written delinquency quote, contact information, and ACH account information.
<p>Program Leverage with Other Financial Resources</p>	<p>TDHCA will undertake a best effort approach to leverage the assistance that might be available for homeowners through other federal programs that have been created expressly for that purpose before using HAF funds.</p>
<p>Program Exclusions</p>	<ul style="list-style-type: none"> • Private mortgages not held by a lender/servicer with an NMLS number. • Mortgages delinquent less than 60 days, whether or not the loan is in forbearance. • Mortgages that are due for payments prior to January 21, 2020. • Vacant or abandoned properties • 2nd Homes • Investment property • Mobile homes with no Title Certificate or Statement of Ownership in the homeowner’s name.

Exhibit A

Per Item Maximum Amounts

Mortgage/housing loan reinstatement (including escrows), including up to 3 months of additional mortgage payment assistance	\$30,000
Property taxes and homeowner's insurances (hazard and mortgage), if escrowed	\$_____
Condominium/homeowners' association fees, if escrowed	\$_____
Maximum Per Household HAF Assistance	\$30,000

HOMEOWNER ASSISTANCE FUND GUIDANCE

U.S. DEPARTMENT OF THE TREASURY

April 14, 2021

INTRODUCTION

The Treasury Department is issuing this guidance regarding the Homeowner Assistance Fund (HAF), which was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP). This guidance may be updated, revised, or modified at any time, and the Secretary of the Treasury may waive the terms of this guidance in her sole discretion to the extent permitted by law.

Under the HAF, Treasury will provide financial assistance in an aggregate amount of approximately \$9.9 billion. Treasury will separately publish information regarding the allocation of HAF funding for eligible entities.

PURPOSE OF THE HAF

According to the ARP, the HAF was established to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing.

DEFINITIONS

Treasury will apply the following definitions for purposes of this guidance.

100% of the area median income for a household means two times the income limit for very-low income families, for the relevant household size, as published by the Department of Housing and Urban Development (HUD) in accordance with 42 U.S.C. 1437a(b)(2) for purposes of the HAF.

100% of the median income for the United States means the median income of the United States, as published by HUD for purposes of the HAF.

150% of the area median income for a household means three times the income limit for very-low income families, for the relevant household size, as published by HUD in accordance with 42 U.S.C. 1437a(b)(2) for purposes of the HAF.

Dwelling means any building, structure, or portion thereof that is occupied as, or designed or intended for occupancy as, a residence by one or more individuals.

Eligible entity means (1) a State, (2) the Department of Hawaiian Home Lands, (3) each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under Title I of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4111 *et seq.*) for fiscal year 2020, and (4) any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020.

Financial hardship means a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.

HAF participant means an eligible entity that receives funds from the HAF.

Mortgage means any credit transaction (1) that is secured by a mortgage, deed of trust, or other consensual security interest on a principal residence of a borrower that is (a) a one- to four-unit dwelling, or (b) a residential real property that includes a one- to four-unit dwelling; and (2) the unpaid principal balance of which was, at the time of origination, not more than the conforming loan limit. For purposes of this definition, the conforming loan limit means the applicable limitation governing the maximum original principal obligation of a mortgage secured by a single-family residence, a mortgage secured by a two-family residence, a mortgage secured by a three-family residence, or a mortgage secured by a four-family residence, as determined and adjusted annually under section 302(b)(2) of the Federal National Mortgage Association Charter Act (12 U.S.C. 1717(b)(2)) and section 305(a)(2) of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1454(a)(2)).

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. The social disadvantage must stem from circumstances beyond their control. There is a rebuttable presumption that the following individuals are socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, and Asian Americans and Pacific Islanders. In addition, an individual may be determined to be a socially disadvantaged individual in accordance with the procedures set forth at 13 CFR 124.103(c) or (d).

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

NOTICE OF REQUEST TO RECEIVE HAF PAYMENTS

The ARP requires eligible entities to notify Treasury of their request to receive payment from the HAF. Treasury has published a notice of funds request form, available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>, which must be completed, signed by an authorized official of the eligible entity, and returned to Treasury.

If any State (including the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Commonwealth of the Northern Mariana Islands) does not submit a notice of funds request by April 25, 2021, the State will not be eligible for a payment from the HAF, and Treasury will reallocate the funding that was previously allocated to that State among those States that did request funding by the statutory deadline. This reallocation will occur no later than September 7, 2021 (180 days after the enactment of the ARP). The reallocation method will be published after it is determined whether any State has not requested funding from the HAF.

The deadline for an Indian tribe, tribal entity, or the Department of Hawaiian Home Lands to submit a notice of funds request is September 30, 2021.

FINANCIAL ASSISTANCE AGREEMENT

Each eligible entity approved to receive payment from the HAF must enter into a financial assistance agreement with Treasury. A form of the financial assistance agreement is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>.

QUALIFIED EXPENSES

HAF participants may use funding from the HAF only for the following types of qualified expenses that are for the purpose of preventing homeowner mortgage delinquencies, homeowner mortgage defaults, homeowner mortgage foreclosures, homeowner loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship:

1. mortgage payment assistance;
2. financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default;
3. mortgage principal reduction, including with respect to a second mortgage provided by a nonprofit or government entity;
4. facilitating mortgage interest rate reductions;
5. payment assistance for:
 - a. homeowner's utilities, including electric, gas, home energy, and water;
 - b. homeowner's internet service, including broadband internet access service, as defined in 47 CFR 8.1(b) (or any successor regulation);¹
 - c. homeowner's insurance, flood insurance, and mortgage insurance;
 - d. homeowner's association fees or liens, condominium association fees, or common charges; and
 - e. down payment assistance loans provided by nonprofit or government entities;

¹ As of the date of this guidance, the definition of "broadband internet access service" in 47 CFR 8.1(b) is "a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service. This term also encompasses any service that the [Federal Communications] Commission finds to be providing a functional equivalent of the service described in the previous sentence or that is used to evade the protections set forth in this part."

6. payment assistance for delinquent property taxes to prevent homeowner tax foreclosures;
7. measures to prevent homeowner displacement, such as home repairs to maintain the habitability of a home or assistance to enable households to receive clear title to their properties;
8. counseling or educational efforts by housing counseling agencies approved by HUD, or legal services, targeted to households eligible to be served with funding from the HAF related to foreclosure prevention or displacement, in an aggregate amount up to 5% of the funding from the HAF received by the HAF participant;
9. reimbursement of funds expended by a state, local government, or entity described in clause (3) or (4) of the definition above of “eligible entity” during the period beginning on January 21, 2020, and ending on the date that the first funds are disbursed by the HAF participant under the HAF, for a qualified expense (other than any qualified expense paid directly or indirectly by another federal funding source, or any qualified expenses described in clauses (6), (7), (8), or (10) of this definition); and
10. planning, community engagement, needs assessment, and administrative expenses related to the HAF participant’s disbursement of HAF funds for qualified expenses, in an aggregate amount not to exceed 15% of the funding from the HAF received by the HAF participant.

Funding from the HAF may not be used for any use other than those provided for in this section. Treasury will make available a form for requesting reimbursements under clause (9) above.

ELIGIBLE HOMEOWNERS

Homeowners are eligible to receive amounts allocated to a HAF participant under the HAF if they experienced a financial hardship after January 21, 2020 and have incomes equal to or less than 150% of the area median income. A HAF participant may provide HAF funds only to a homeowner with respect to qualified expenses related to the dwelling that is such homeowner’s primary residence.

HAF participants must require homeowners to attest that they experienced financial hardship after January 21, 2020. The attestation must describe the nature of the financial hardship (for example, job loss, reduction in income, or increased costs due to healthcare or the need to care for a family member).

Income Determinations. With respect to each household applying for assistance, HAF participants may use HUD’s definition of “annual income” in 24 CFR 5.609 or use adjusted gross income as defined for purposes of reporting on Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

HAF participants must have a reasonable basis under the circumstances for determining income for purposes of the requirements described above under “Eligible Homeowners.” Two approaches for income verification are permissible: (1) the household may provide a written attestation as to household income together with supporting documentation such as paystubs, W-2s or other wage statements, IRS Form 1099s, tax filings, depository institution statements demonstrating regular income, or an attestation from an employer; or (2) the household may

provide a written attestation as to household income and the HAF participant may use a reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.

HAF participants may provide waivers or exceptions to this documentation requirement as reasonably necessary to accommodate extenuating circumstances, such as disabilities, practical challenges related to the pandemic, or a lack of technological access by homeowners; in these cases, the HAF participant is still responsible for making the required determination regarding household income and documenting that determination.

If a HAF participant chooses to require households to provide supporting documentation for purposes of income determination, Treasury encourages HAF participants to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households, including those with irregular incomes such as from a small business.

TARGETING

Not less than 60% of amounts made available to each HAF participant must be used for qualified expenses that assist homeowners having incomes equal to or less than 100% of the area median income or equal to or less than 100% of the median income for the United States, whichever is greater. Any amount not made available to homeowners that meet this income-targeting requirement must be prioritized for assistance to socially disadvantaged individuals, with funds remaining after such prioritization being made available for other eligible homeowners.

INITIAL PAYMENTS

Treasury will make initial payments from the HAF available to eligible entities that are approved to participate in the HAF, in an amount equal to 10% of the total amount allocated to the eligible entity. In order to receive this initial payment, the eligible entity must (1) enter into the financial assistance agreement with Treasury described above, and (2) commit to use the funds only for qualified expenses other than clause (9) of the "Qualified Expenses" section above. Treasury will make payments to the eligible entity or agency of the eligible entity identified on the eligible entity's notice of funds request. No more than 50% of the initial payment may be used for planning, community engagement, needs assessment, and administrative expenses described in clause (10) of the "Qualified Expenses" section above. An eligible entity that elects not to receive this initial payment may receive its allocated funds after Treasury approves its HAF plan, as described below.

Treasury encourages HAF participants to use these initial payments to create or fund pilot programs to serve targeted populations, and to focus on programs that are most likely to deliver resources most quickly to targeted populations, such as mortgage reinstatement programs.

HAF PLAN

To receive HAF funds beyond the initial 10% payment described above, an eligible entity must develop and submit a plan for its use of HAF funding. These HAF plans will describe in detail

the needs of homeowners within the relevant jurisdiction, the design of each program the eligible entity proposes to implement using HAF funds, performance goals, and information regarding the eligible entity's readiness to implement the programs. In developing HAF plans, Treasury expects that eligible entities will follow their state open meeting or "sunshine" laws (with associated public hearings conducted in a manner appropriate for local public health conditions), and Treasury encourages eligible entities to post draft HAF plans for public comment and hold public hearings. HAF participants will receive funds under the HAF only after Treasury approves a HAF plan. Treasury will provide eligible entities with a template for the HAF plan, which is expected to include the following elements.

By June 30, 2021, eligible entities must submit to Treasury a completed HAF plan or a date by which a HAF plan will be submitted. Treasury will promptly begin reviewing HAF plans that are submitted before June 30, 2021.

- **Homeowner Needs and Engagement:**

- *Data-Driven Assessment of Homeowner Needs:* HAF participants must provide information and data that they use to design their programs in a way that effectively targets eligible homeowners. HAF participants must include data about financial hardships of target homeowners and socially disadvantaged individuals, including data on mortgage delinquencies, defaults, foreclosures, post-foreclosure evictions, and the loss of utilities or home energy services, including trends over time disaggregated by demographic categories and geographic areas.
- *Evidence of Public Participation and Community Engagement:* HAF plans must describe the extent to which their information on homeowner needs reflects their engagement with organizations and individuals representing eligible homeowners, and how the HAF participant allowed for public participation in the development of the HAF plan, including any public hearings.

- **Program Design:**

- *Program Descriptions:* HAF participants must describe each program for which they will use HAF funding. The description must describe the targeted population of homeowners and the financial challenges the program would address based on the data-driven assessment of homeowner needs (e.g., the immediate challenge of mortgage delinquency, or displacement prevention). Each program description must include a description of eligibility requirements; the intended impact on eligible homeowners; the application process; conditions or limitations, including the maximum dollar amount that the program will provide to each homeowner for each type of qualified expense; a description of the payment process; and other available sources of assistance for targeted homeowners. Treasury strongly encourages HAF participants to have one or more programs intended to reduce mortgage delinquency among targeted populations. Treasury encourages HAF participants to consider program designs that leverage utility assistance from other federal programs that have been created expressly for that purpose before using HAF funds for utility assistance.

- *Methods for Targeting HAF Funding:* The HAF plan must describe how the HAF participant will effectively target HAF resources to (1) homeowners having incomes equal to or less than 100 percent of the area median income or equal to or less than 100 percent of the median income for the United States, whichever is greater; and (2) socially disadvantaged individuals. The HAF participant must describe its targeting strategies according to disaggregated characteristics of the targeted population such as income ranges, racial and ethnic demographics, and/or geographic areas (including rural communities), as appropriate for the relevant jurisdiction. Targeting methods may include marketing, community engagement strategies, partnerships with housing counseling agencies or legal aid organizations, or other educational services that are aligned with the HAF participant's program design, in a manner that is culturally and linguistically relevant to the targeted communities.

Treasury encourages HAF participants to prioritize assistance to homeowners who have Federal Housing Administration (FHA), Department of Veterans Affairs (VA), or U.S. Department of Agriculture (USDA) mortgages and homeowners who have mortgages made with the proceeds of mortgage revenue bonds or other mortgage programs that target low- and moderate-income borrowers.

- *Best Practices and Coordination with Other HAF participants:* The HAF participant must describe the extent to which its program descriptions or models are based on best practices and/or the participant's effective implementation of a previous program, including those funded with the initial payment under HAF. The HAF participant should present any evidence that it coordinated with other HAF participants, or plans for such coordination, including with respect to engagement with mortgage servicers that operate in multiple states or with recipients of other large federal grants or financial assistance funds. Further, HAF participants should describe any relevant coordination with federal agencies including FHA, VA, and USDA, as well as with state or local agencies that hold mortgage portfolios that have covenants or targeting requirements that match the HAF participants' HAF targeting strategies and goals.

- **Performance Goals:**

- Each HAF participant must establish goals and benchmarks, by program and by targeted population, for assistance using HAF funds. The performance goals must identify how they address homeowner needs identified by the HAF participant in its plan. Performance goals must be disaggregated by key characteristics such as mortgage type, racial and ethnic demographics, and/or geographic areas (including rural communities), as appropriate for the jurisdiction. Each HAF participant must include a goal focused on reducing mortgage delinquency among targeted populations.

- **Readiness:**

- *Staffing and Systems:* The HAF participant must describe the staffing and systems in place or planned to ensure effective program delivery, compliance, and reporting, in a manner consistent with applicable program requirements and guidance using the programs described in the plan.
- *Contracts and Partnerships:* The HAF participant must describe the contractors, partners, and other organizations that are critical to the HAF participant’s program delivery, compliance, and reporting.
- *Existing and Pilot Programs:* The HAF participant must describe in detail how it used its initial 10% payment, if applicable (as described above under “Initial Payments”).

- **Budget:**

- The HAF participant must provide a budget, by program, using a template that Treasury will provide.

In lieu of the detailed HAF plans described above, Treasury will provide a streamlined template to be submitted by any HAF participant that is allocated less than \$5 million of HAF funds.

HAF PLAN ASSESSMENTS AND APPROVALS

Treasury will assess HAF plans based on the following factors:

- **Alignment of Community Needs and Program Design:** The extent to which programs are responsive to community needs and based on a best practice model or evidence of the HAF participant’s effective implementation of a previous program or pilot program.
- **Alignment of Performance Goals with Data on Targeted Populations:** The extent to which the performance goals would address the needs of specific eligible populations within targeted communities, in a manner that is appropriate to the jurisdiction.
- **Methods of Targeting:** The extent to which the HAF participant describes targeting methods reasonably likely to result in HAF assistance being made available to eligible homeowners consistent with the targeting requirements described in the ARP and in applicable guidance issued by Treasury. Recognizing that homeowners earning up to 100% of the area median income are overrepresented in portfolios of government-backed and guaranteed mortgages compared to the market as a whole, Treasury will favorably consider the prioritization of assistance to homeowners who have FHA, VA, or USDA mortgages, and to homeowners who have mortgages made with the proceeds of mortgage revenue bonds or other mortgage programs that target low- and moderate-income borrowers, when assessing a HAF participant’s proposed methods of targeting HAF funds.

- **Readiness:** The extent to which the HAF participant demonstrates readiness to implement a program at scale, including having in place policies and procedures for the program and an appropriate mix of staffing, contractors, and partners. Implementation of a pilot program or pre-existing program that successfully targeted resources to the targeted populations will be a strong indication of readiness.
- **Alignment of Budget with Performance Goals:** The extent to which the funding budgeted by program reasonably supports the achievement of the performance goals.

Treasury may approve a HAF plan in whole or in part. If Treasury approves a HAF plan only in part, the HAF participant will be provided an opportunity to address the weaknesses identified by Treasury. Treasury may also return a HAF plan to the HAF participant with recommendations for improvement and resubmission to Treasury for reconsideration. In addition, to enable HAF participants to rapidly receive approval for certain HAF-funded programs that can be developed quickly, a HAF participant may elect to submit multiple HAF plans over time regarding different programs it proposes to implement. After Treasury approves a HAF plan in whole or in part, Treasury will inform the HAF participant of the schedule for disbursements to the participant for purposes of the approved portions of the plan.

In the event that the information required in the HAF plan is not available to a tribe, Treasury will accept alternative information regarding the relevant community. In addition, a HAF plan submitted by a tribe whose population consists largely or entirely of socially disadvantaged individuals may be tailored to reflect the limited effort necessary to target its programs for those individuals.

Treasury will establish a threshold amount below which a HAF participant will not require prior approval from Treasury to reallocate funding from an approved program to be used for a different purpose.

REPORTING AND MONITORING

HAF participants will be required to submit quarterly reports to Treasury that include financial data, targeting data, and other information. Treasury will release additional guidance regarding HAF reporting. HAF participants will be subject to the reporting requirements under 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the HAF.

HAF participants will also be required to submit an annual program report to Treasury regarding the impact of the HAF program.

SANCTIONS

In the event of a HAF participant's noncompliance with applicable law or HAF program requirements or guidance, Treasury may impose additional conditions on the receipt of additional HAF funds by the HAF participant, terminate further payments from the HAF, seek the repayment of previous HAF payments, or take other available remedies.

7e

BOARD ACTION REQUEST

BOND FINANCE DIVISION

JUNE 17, 2021

Presentation, discussion and possible action on Resolution No. 21-033 amending previously adopted resolution relating to the Issuance of a Governmental Note for Caroline Lofts Series 2021 and the re-issuance of a Determination Notice of 4% Housing Tax Credits

RECOMMENDED ACTION

WHEREAS, the bond documents, including Resolution No. 21-029 was previously approved at the Board meeting of May 13, 2021;

WHEREAS, Section 1.2 of the resolution identified the specific terms of the transaction, including the par amount of the Governmental Note to be issued, maturity date and formula by which the interest rate for the construction loan and permanent loan will be derived, which included a reference to the Borrower Note;

WHEREAS, subsequent to Board approval the construction lender, Amegy Bank, indicated that a lower interest rate could be offered to the Borrower;

WHEREAS, the Borrower and Amegy Bank have requested to amend the original resolution to accept a revision to the Borrower Note that would modify the Construction Interest Rate as described therein;

WHEREAS, the applicant has also requested the final maturity date be advanced by one month due to the delay from the originally anticipated closing date;

WHEREAS, Resolution No. 21-029 is hereby amended to modify the interest rate formula calculation as further discussed herein and modify the final maturity date;

WHEREAS, due to changes in the CDBG loan amount and increase in construction costs, the applicant and equity investor have requested the Determination Notice be re-issued to reflect a higher recommended credit amount; and

WHEREAS, staff has re-evaluated such changes and in order to have a more current evaluation of the impact of the proposed changes prior to bond closing recommends an increase to the recommended credit amount;

NOW, therefore, it is hereby

RESOLVED, that Resolution No. 21-033 amending the previously adopted Note Resolution relating to Governmental Lender Note Series 2021 for Caroline Lofts, is hereby approved in the form presented to this meeting;

FURTHER RESOLVED, a new Determination Notice be issued in the amount of \$889,192.

BACKGROUND

An unrated tax-exempt governmental note in the amount of \$20,000,000 for Caroline Lofts was originally approved for issuance at the TDHCA Board meeting of May 13, 2021. For unrated transactions the Board must set specific terms and cannot delegate that authority to another party. Per the previously approved documents, the note will be issued as variable rate for 36 months (construction period), and will be adjusted monthly based on the calculation described in the Borrower Note. The previously approved construction interest rate calculation was described as the 30-day LIBOR floating rate plus a spread of 2.00%. Given the planned future elimination of LIBOR, along with the potential for a lower overall rate, the Borrower and Amegy Bank have requested the note resolution be amended to provide for the acceptance of a revision to the Borrower Note and approval of a new calculation reflecting an alternative index. Specifically, the new interest rate formula will be as follows; the 30-day AMERIBOR floating rate with a floor of 0.50% plus a spread of 2.175%.

This transaction also includes CDBG-DR funding, which is scheduled to be presented to the Houston City Council for approval on June 23, 2021. This timing of this City Council meeting has allowed staff to request approval of the amendment from the Board without jeopardizing the deal's closing deadline of July 10, 2021. The delay from the originally anticipated closing date has also prompted a requested change to the final maturity date. Specifically, that it be advanced one month, from May 1, 2054 to June 1, 2054.

Moreover, there have been changes to the CDBG loan amount than what was previously reflected in the Department's original underwriting. The loan amount has increased from \$17,836,036 to \$19,619,640. In evaluating the impact this change would have, if any, the applicant also notified the Department that recent construction bids have come back with increased pricing. The applicant and the equity investor expressed a desire to have the Department update it's underwriting to reflect a higher credit amount than what was previously approved. With the Department serving as bond issuer, staff believes it is important to have an accurate reflection of the transaction as it gets closer to closing. Staff recommends the Determination Notice be re-issued in the amount of \$889,192.

RESOLUTION NO. 21-033

RESOLUTION AMENDING RESOLUTION NO. 21-029 AUTHORIZING AND APPROVING THE ISSUANCE, SALE AND DELIVERY OF TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS GOVERNMENTAL LENDER NOTE (CAROLINE LOFTS) SERIES 2021; APPROVING THE FORM AND SUBSTANCE AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS PERTAINING THERETO; AUTHORIZING AND RATIFYING OTHER ACTIONS AND DOCUMENTS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Texas Department of Housing and Community Affairs (the "Department") has been duly created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as amended (the "Act"), for the purpose, among others, of providing a means of financing the costs of residential ownership, development, construction and rehabilitation that will provide decent, safe, and affordable living environments for individuals and families of low, very low and extremely low income (as defined in the Act) and families of moderate income (as described in the Act and determined by the Governing Board of the Department (the "Board") from time to time); and

WHEREAS, the Act authorizes the Department: (a) to make mortgage loans to housing sponsors to provide financing for multifamily residential rental housing in the State of Texas (the "State") intended to be occupied by individuals and families of low, very low and extremely low income and families of moderate income, as determined by the Department; (b) to issue its revenue bonds (including notes), for the purpose, among others, of obtaining funds to make such loans and provide financing, to establish necessary reserve funds and to pay administrative and other costs incurred in connection with the issuance of such bonds or notes; and (c) to pledge all or any part of the revenues, receipts or resources of the Department, including the revenues and receipts to be received by the Department from such multifamily residential rental development loans, and to mortgage, pledge or grant security interests in such loans or other property of the Department in order to secure the payment of the principal or redemption price of and interest on such bonds or notes and

WHEREAS, on May 13, 2021 the Board approved Resolution No. 21-029 (the "Original Resolution") authorizing the issuance of its Texas Department of Housing and Community Affairs Multifamily Housing Governmental Note (Caroline Lofts) Series 2021 (the "Governmental Lender Note") and the use of the proceeds of the Governmental Lender Note to make a mortgage loan to Caroline Lofts, LP, a Texas limited partnership (the "Borrower") in connection with the acquisition, construction and equipping of a qualified residential rental development to be known as Caroline Lofts, as described in the Original Resolution, subject to the terms and conditions set forth in the Original Resolution; and

WHEREAS, the Original Resolution approved, among other things, form and substance of a multifamily note (the "Borrower Note") in an original principal amount equal to the original aggregate principal amount of the Governmental Lender Note to be executed by the Borrower to the Department in connection with the issuance of the Governmental Lender Note, and a Construction Interest Rate as described and defined in such Borrower Note (the "Construction Interest Rate"); and

WHEREAS, the Original Resolution provided for the Governmental Lender Note (i) to bear interest prior to the Conversion Date at such Construction Interest Rate, and (ii) to finally mature on May 1, 2054; and

WHEREAS, the Borrower and Zions Bancorporation, N.A. dba Amegy Bank, as initial funding lender (the "Funding Lender") have requested, and the Board has determined, to amend the Original Resolution to accept a revision to the Borrower Note in the form attached hereto as Exhibit A (the "Revised Borrower Note") in order to accept a revision to the Construction Interest Rate, as described in such Revised Borrower Note; and

WHEREAS, the Board has further determined to amend the Original Resolution to provide for a final maturity date of June 1, 2054 with respect to the Governmental Lender Note; and

WHEREAS, the Board has examined a proposed form of the Revised Borrower Note; has found the form and substance of such Revised Borrower Note to be satisfactory and proper and the recitals contained therein to be true, correct and complete; and has ratified its determination, subject to the conditions set forth in this Resolution and the Original Resolution, to authorize the issuance of the Governmental Lender Note, the execution and delivery of the Issuer Documents (as defined in the Original Resolution), the acceptance of the Security Instrument (as defined in the Original Resolution) and the Revised Borrower Note and the taking of such other actions as may be necessary or convenient in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS:

ARTICLE 1

RATIFICATION; APPROVAL OF DOCUMENTS

Section 1.1 Ratification and Reaffirmation. That, except as specifically amended or supplemented by this Resolution, the Original Resolution remains in full force and effect. All capitalized terms used, but not defined, in this Resolution shall have the meanings given to such terms in the Original Resolution.

Section 1.2 Interest Rate and Maturity of the Governmental Lender Note. That (i) the Governmental Lender Note shall bear interest prior to the Conversion Date (as defined in the Funding Loan Agreement) at the Construction Interest Rate, as specified in the Revised

Borrower Note; and (ii) the final maturity of the Governmental Lender Note shall occur on June 1, 2054.

Section 1.3 Acceptance of the Revised Borrower Note. That the form and substance of the Revised Borrower Note is hereby accepted by the Department and that the Authorized Representatives each are hereby authorized to endorse and deliver the Revised Borrower Note to the order of the Fiscal Agent without recourse.

Section 1.4 Taking of Any Action; Execution and Delivery of Other Documents. That the Authorized Representatives each are hereby authorized to take any actions and to execute, attest and affix the Department's seal to, and to deliver to the appropriate parties, all such other agreements, commitments, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests and other papers, whether or not mentioned herein, as they or any of them consider to be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution or the Original Resolution.

Section 1.5 Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution or the Original Resolution, the Authorized Representatives each are hereby authorized to make or approve such revisions in the form of the documents attached as exhibits hereto or to the Original Resolution as, in the judgment of such Authorized Representative, and in the opinion of Bracewell LLP, Bond Counsel to the Department ("Bond Counsel"), may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and the Original Resolution, such approval to be evidenced by the execution of such documents by the Authorized Representatives.

Section 1.6 Authorized Representatives. That the following persons are hereby named as Authorized Representatives of the Department for purposes of executing, attesting, affixing the Department's seal to, and delivering the documents and instruments and taking the other actions referred to in this Resolution or the Original Resolution: the Chair or Vice Chair of the Board, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Director of Bond Finance and Chief Investment Officer of the Department, the Director of Multifamily Bonds of the Department, the Director of Texas Homeownership of the Department, and the Secretary or any Assistant Secretary to the Board. Such persons are referred to herein collectively as the "Authorized Representatives." Any one of the Authorized Representatives is authorized to act individually as set forth in this Resolution or the Original Resolution.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 Books and Records. The Board hereby directs this Resolution to be made a part of the Department's books and records that are available for inspection by the general public.

Section 2.2 Certification of the Minutes and Records. That the Secretary or Assistant Secretary to the Board hereby is authorized to certify and authenticate minutes and other records on behalf of the Department for the Governmental Lender Note and all other Department activities.

Section 2.3 Notice of Meeting. This Resolution was considered and adopted at a meeting of the Board that was noticed, convened, and conducted in full compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and with §2306.032 of the Texas Government Code, and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act, regarding meetings of the Board.

Section 2.4 Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this 17th day of June, 2021.

EXHIBIT A

PROMISSORY NOTE

\$20,000,000

June ____, 2021

FOR VALUE RECEIVED, CAROLINE LOFTS, LP, a Texas limited partnership (the “**Borrower**”), promises to pay to TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (the “**Governmental Lender**”; the Governmental Lender and each subsequent transferee and/or owner of this Note whether taken by endorsement or otherwise, being successively called the “**Holder**”), or order, at such place as may be designated in writing by the Holder, the principal sum of Twenty Million Dollars and No/100 (\$20,000,000.00), or so much as may be advanced pursuant to the Borrower Loan Agreement and outstanding, which sum shall be payable in lawful money of the United States of America, together with interest on the unpaid Principal Balance computed from the date of the advance made hereunder until paid, calculated and paid in the manner set forth below:

1. Definitions. The following terms as used in this Note shall have the following meanings:

“**AMERIBOR 30 Day Index**” means, as used herein, the rates per annum quoted by Funding Lender as Funding Lender's 30 Day Average AMERIBOR Rate (American Interbank Offered Rate 30) based upon quotes from the 30 Day Average AMERIBOR Rate from the American Financial Exchange, as quoted for U.S. Dollars by Bloomberg, or other comparable services selected by the Funding Lender. This AMERIBOR 30 Day Index is not necessarily the lowest rate charged by Funding Lender on its loans. Funding Lender's AMERIBOR 30 Day Index is to be strictly interpreted and is not intended to serve any purpose other than providing an index to determine the interest rate used herein. Funding Lender's AMERIBOR 30 Day Index may not necessarily be the same as the quoted offer side in any time deposit market by any particular institution or service applicable to any interest period. The AMERIBOR 30 Day Index shall be set on the (1st) day of each month as provided above and shall remain in effect until reset on the first (1st) day of the following month (the AMERIBOR 30 Day Index shall initially be set as of June 1, 2021). Notwithstanding the foregoing, in no event shall the AMERIBOR 30 Day Index (or the Substitute Index Rate, if then applicable) be less than 0.50% for purposes of this Note (the AMERIBOR 30 Day Index shall have a floor of 0.50%).

“**Applicable Margin**” means (a) 2.175% until a Determination of Taxability, and (b) on and after a Determination of Taxability, 2.675%.

“**Borrower Loan Agreement**” means the Borrower Loan Agreement dated as of June 1, 2021, between the Governmental Lender and the Borrower as may be amended, modified or replaced from time to time.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Houston, Texas, or the state in which the principal corporate office of the Fiscal Agent where the registration and payment function is located, are authorized or required by law to remain closed.

“Closing Date” has the meaning assigned to that term in the Borrower Loan Agreement.

“Collateral” has the meaning given to such term in Section 9 of this Note.

“Conditions to Conversion” has the meaning given to such term in the Forward Purchase Agreement.

“Construction Interest Rate” means the per annum rate equal to the AMERIBOR 30 Day Index plus the Applicable Margin.

“Construction Term Maturity Date” means December 1, 2023, as the same may be extended pursuant to the terms of Section 4 hereof, as subject to amendment, extension, and restatement as provided in Section 26.

“Conversion Date” has the meaning assigned to such term in the Forward Purchase Agreement.

“Debt” means all principal, interest, additional interest and other sums which become due to the Holder in accordance with the provisions of the Facility Documents.

“Debtor Relief Laws” means any applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, fraudulent conveyance, reorganization, or similar laws affecting the rights, remedies or recourse of creditors generally, including without limitation in the United States Bankruptcy Code and all amendments thereto, as are in effect from time to time during the term of the Loan.

“Default” means any default or events of default described in Section 13 of this Note.

“Default Rate” has the meaning giving such term in Section 7 of this Note.

“Determination of Taxability” has the meaning given to such term in the Borrower Loan Agreement.

“Disbursement Agreement” means the Construction Disbursement Agreement dated as of June 1, 2021, entered into between the Funding Lender and the Borrower.

“Extended Maturity Date” has the meaning given to such terms in Section 4 of this Note.

“Facility Documents” means this Note, the Security Instrument, the Funding Loan Agreement, the Borrower Loan Agreement, the Disbursement Agreement and the Other Facility Documents, as the same may be modified, amended or replaced from time to time.

“Fiscal Agent” means Zions Bancorporation, National Association, acting in that capacity.

“Forward Purchase Agreement” means the Forward Purchase Agreement dated as of June 1, 2021, between the Funding Lender and Citibank, N.A., a national banking association (**“Citibank”**), pursuant to which the Funding Lender has agreed to sell and Citibank has agreed to purchase up to [\$10,300,000 (as may be increased to \$11,330,000 based on earn-out conditions)] of the principal amount of the Funding Loan on the Conversion Date.

“Funding Lender” means Zions Bancorporation, N.A., dba Amegy Bank, together with its successors and assigns.

“Funding Loan” means the Loan in the original principal amount of \$20,000,000 made by the Funding Lender to the Governmental Lender pursuant to the terms of the Funding Loan Agreement, the proceeds of which are to be used by the Governmental Lender to make the Loan, as the same may be modified, amended or replaced from time to time.

“Funding Loan Agreement” means the Funding Loan Agreement dated as of June 1, 2021, between the Funding Lender, Fiscal Agent and Governmental Lender, as may be modified, amended or replaced from time to time.

“Governmental Authority” means the Government of the United States of America, any other nation or any other political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Governmental Lender Note” means that certain Multifamily Housing Governmental Note (Caroline Lofts) Series 2021, in an original principal amount equal to the Funding Loan, issued by the Governmental Lender pursuant to the Funding Loan Agreement. The Governmental Lender Note will accrue interest at the same rate or rates as provided for in this Note.

“Liabilities” means all liabilities and obligations now or hereafter owed by the Borrower pursuant to the Borrower Loan Agreement, including all payments then due and payable under the Note and all Additional Borrower Payments (as defined in the Borrower Loan Agreement), whether joint, several, direct, indirect, absolute, contingent, secured, matured or unmatured.

“Loan” means the loan made by the Governmental Lender to the Borrower in the original principal amount of Twenty Million Dollars (\$20,000,000) to be funded as single advance into the Project Fund as and to the extent provided for in the Funding Loan Agreement and then disbursed by the Fiscal Agent to Borrower in accordance with the provisions of the Borrower Loan Agreement and the Disbursement Agreement, which Loan is evidenced by this Note and is secured by the Security Instrument and the Other Facility Documents.

“Maturity Date” means the Construction Term Maturity Date, provided, however, if the Conditions to Conversion have been satisfied, the term “Maturity Date” shall mean June 1, 2054.

“Maximum Rate” has the meaning given to such term in the Funding Loan Agreement.

“Note” means this Promissory Note.

“Other Facility Documents” means all and any of the documents other than this Note, the Security Instrument or the Disbursement Agreement now or later executed by the Borrower or others, and by or in favor of the Holder, which wholly or partially secure or guarantee payment of this Note, or which otherwise evidence or govern the Loan.

“Payment Date” means the first (1st) day of each month.

“Permanent Loan” has the meaning assigned to that term in the Forward Purchase Agreement.

“Principal Balance” means the outstanding principal balance of this Note from time to time.

“Project” has the meaning assigned to that term in the Borrower Loan Agreement.

“Security Instrument” means that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated June 1, 2021 given by the Borrower to Governmental Lender to secure payment of this Note.

“**State**” means the State of Texas.

Any capitalized term not otherwise defined in this Note shall have the meaning ascribed to such term in the Disbursement Agreement.

2. Note Advance and Construction Interest Rate.

(a) On the Closing Date, this Note will be fully funded in a single advance as provided for in the Borrower Loan Agreement and the Funding Loan Agreement,

(b) Prior to the Conversion Date, interest shall accrue on the Principal Balance at the Construction Interest Rate,

(c) The Construction Interest Rate shall be determined initially on the Closing Date and then and shall be reset monthly as provided for in the definition of AMERIBOR 30 Day Index.

(d) If Funding Lender at any time determines, in its sole but reasonable discretion, that it has miscalculated the amount of the Construction Interest Rate (whether because of a miscalculation of the AMERIBOR 30 Day Index or otherwise), then Funding Lender shall notify Borrower, Fiscal Agent and Governmental Lender of the corrected amount of the monthly payment and Construction Interest Rate, and (i) if the corrected Construction Interest Rate represents an increase in the applicable monthly payment, Borrower shall, within fifteen (15) days thereafter, pay any sums that Borrower would have otherwise been obligated under this Note to pay, had the amount of the Construction Interest Rate not been miscalculated, or (ii) if the corrected amount of the Construction Interest Rate results in an overpayment by Borrower, and no Event of Default (as hereafter defined) has occurred and remains outstanding, Funding Lender shall, as soon as reasonably practical, thereafter pay to Borrower the sums that Borrower would not have otherwise been obligated to pay to Funding Lender, had the amount of the Construction Interest Rate not been miscalculated or, at Borrower’s option, Fiscal Agent, at the written direction of Funding Lender, may credit such amounts against Borrower’s outstanding or ensuing payment obligations hereunder, and the application of such payment shall be without premium.

(e) Computation of Interest. All interest hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable interest rate shall be determined by Funding Lender on behalf of Holder.

(f) If Funding Lender determines, in its sole discretion, that the AMERIBOR 30 Day Index (i) has been or imminently will be discontinued, (ii) is no longer

an industry-accepted reference rate for loans of a similar type to the Loan and/or has been superseded by an alternative reference rate, or (iii) is no longer representative or may not be used pursuant to a public statement by the administrator of the AMERIBOR 30 Day Index or other regulatory authority (e.g., the Federal Reserve), in each case the Funding Lender shall select an alternative reference rate for purposes of replacing the AMERIBOR 30 Day Index after notifying Borrower, Governmental Lender, and Fiscal Agent with respect to any type of loan or transaction (the "**Substitute Index Rate**"), then Funding Lender will then use the Substitute Index Rate in lieu of the AMERIBOR 30 Day Index set forth in this Note (the "**Pre-Substitute Rate**"). The Substitute Index Rate shall be used in lieu of the Pre-Substitute Rate, and all references in this Note to the Pre-Substitute Rate shall be deemed to refer to the Substitute Index Rate, effective as of the date specified by Funding Lender in a written notice given by Funding Lender to Borrower, Fiscal Agent and Governmental Lender. In any event, the adoption of a Substitute Index Rate will be conditioned upon the receipt of a Governmental Lender Counsel No Adverse Effect Opinion (as defined in the Funding Loan Agreement), which Governmental Lender Counsel No Adverse Effect Opinion shall be at Borrower's expense.

3. Payment and Repayment of Loan.

(a) Payments Generally. Borrower shall make each payment required to be made by it under this Note to the Fiscal Agent prior to 11:00 a.m., central (Houston, Texas) time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of Holder, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. If any payment under this Note shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest shall be payable for the period of such extension. All payments shall be made in U.S. dollars.

(b) Payment of Accrued Interest. Borrower hereby unconditionally promises to pay to Holder accrued interest on the Principal Balance calculated through the last day of the prior month, payable in arrears on each Payment Date commencing on August 1, 2021, and continuing on each Payment Date until the Principal Balance shall be paid in full; provided (i) interest accrued pursuant to paragraph 7 shall be payable on demand, and (ii) in the event of any repayment or prepayment of any principal of the Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(c) Repayment at Maturity. Borrower hereby unconditionally promises to pay to Holder the then entire Principal Balance and all unpaid accrued interest thereon and all other sums due under this Note on the Maturity Date.

(d) Application of Funds. Funding Lender shall have the right to direct the application of payments, repayments and proceeds of Collateral to the Liabilities that

are then due and payable in any order, in its sole and reasonable discretion. The amount of the Principal Balance as shown on the records of the Holder shall be conclusive absent manifest error as to such amount.

(e) Statements. Funding Lender (or Fiscal Agent, as the case may be) may from time to time provide Borrower with account statements or invoices with respect to any of the Debt, which if provided, will be solely for Borrower's convenience (the "**Statements**"). Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other debts. If Borrower pays the full amount indicated on a Statement on or before the due date indicated on such Statement, Borrower shall not be in default of payment with respect to the billing period indicated on such Statement; provided, acceptance by Holder of any payment that is less than the total amount actually due at that time (including any past due amounts) shall not constitute a waiver of Funding Lender's or Holder's right to receive payment in full as provided by the terms of this Note and the other Facility Documents.

4. Extension Option. Borrower shall have the option to extend the Construction Term Maturity Date from December 1, 2023 to June 1, 2024 (the "**Extended Maturity Date**") provided the following conditions are satisfied:

(a) Borrower shall provide Funding Lender with written notice of Borrower's request to exercise an extension option at least thirty (30) days but not more than ninety (90) days prior to December 1, 2023 in effect prior to such extension;

(b) An extension fee of 0.25% of the sum of the then Principal Balance of the Loan and the then remaining unfunded amount of the original commitment is paid, together with the Funding Lender's legal expenses;

(c) The required improvements have been substantially completed as evidenced by a temporary certificate of occupancy, and receipt of an Affidavit and Certificate of Completion from the Architect, as such term is defined in the Disbursement Agreement, and concurrence from Funding Lender's inspecting professional;

(d) The Loan shall be in balance for purposes of the Disbursement Agreement;

(e) No Default has occurred and is continuing under any of the Facility Documents that would not be cured by the extension;

(f) There shall be sufficient sources available in the interest reserve or otherwise to pay interest during the requested extension period

(g) All loan or other commitments related to the Project remain in full force and effect without default thereunder through any extension period;

(h) All equity and subordinate loan fundings required as of the date of such extension have been contributed and remains in the Project;

(i) All representations and warranties made under this Note or under any other Facility Documents shall be true and correct in all material respects as of the Construction Term Maturity Date, except to the extent any such representation and warranty is made as of a specified date, in which case such representation and warranty shall have been true and correct as of such specified date;

(j) Execution of such documentation and such guarantors' and investors' reaffirmations as Funding Lender may reasonably require;

(k) No material adverse change has occurred in the financial or other condition of Borrower, any guarantor or the Project; and

(l) Any other required conditions set forth in the Facility Documents.

5. Voluntary and Involuntary Prepayments During the Prepayment Premium Period; Prepayment Premium.

(a) Any receipt by Holder of principal due under this Note prior to the Construction Term Maturity Date constitutes a prepayment of principal under this Note. Without limiting the foregoing, any application by Holder, prior to the Construction Term Maturity Date, of any proceeds of Collateral or other security to the repayment of any portion of the unpaid Principal Balance of this Note constitutes a prepayment under this Note. Any prepayment made on this Note shall be without penalty or premium (except for any pre-conversion equalization payment as may be due under, and subject to the terms of, the terms of the Funding Loan Agreement).

(b) This Note, together with accrued interest hereon, and together with any prepayment premium, is subject to mandatory prepayment on any Business Day, in whole or in part as indicated below, at the earliest practicable date upon the occurrence of any of the following:

(i) the application of any insurance proceeds or condemnation award to the prepayment of the Loan as required under the Security Instrument and the Disbursement Agreement; or

(ii) in part, on the Payment Date next following the completion of the construction of the Project, to the extent amounts remaining in the Project Account, as such term is defined in the Funding Loan Agreement, are transferred to the Governmental Lender Note Payment Fund pursuant to the Funding Loan Agreement to prepay the Governmental Lender Note.

6. Late Charge. If any monthly amount payable under this Note or under the Security Instrument or any Other Facility Document is not received by Funding Lender (i) within fifteen (15) days after the scheduled due date, Borrower shall pay to Funding Lender, promptly and without demand by Funding Lender, a late charge equal to five percent (5%) of such amount. Borrower acknowledges that its failure to make timely payments will cause Funding Lender to incur additional expenses in servicing and processing the Debt and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the late charge payable pursuant to this Section represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional expenses Funding Lender will incur by reason of such late payment. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate pursuant to Section 7.

7. Default Rate. During the continuance of any Default, at the option of Funding Lender, interest under this Note shall accrue on the unpaid Principal Balance from the earlier of the due date of the first unpaid monthly installment or other payment due, as applicable, at a rate (the "**Default Rate**") equal to the lesser of (1) 5 percentage points above the Construction Interest Rate or (2) the Maximum Rate. If (a) the unpaid Principal Balance and all accrued interest are not paid in full on the Construction Term Maturity Date or (b) the conversion to the permanent phase shall have then occurred under the Forward Purchase Agreement, the unpaid Principal Balance and all accrued interest shall bear interest from the Construction Term Maturity Date at the Default Rate. Borrower also acknowledges that a Default will materially increase Funding Lender's risk and/or cause Funding Lender to incur additional expenses in servicing and processing the Debt arising from its loss of the use of the money due, and that it is extremely difficult and impractical to determine those additional risks, costs and expenses. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Funding Lender will incur by reason of a Default and the additional compensation Funding Lender is entitled to receive for the increased risks of any nonpayment associated therewith.

8. Indemnity. Anything in the other Facility Documents to the contrary notwithstanding, the Borrower shall indemnify and hold the Holder and Funding Lender harmless and defend the Holder and Funding Lender at the Borrower's sole cost and expense against any loss or liability, cost or expense (including, reasonable attorneys' fees and disbursements of the Holder's and Funding Lender's counsel), and all claims, actions, procedures and suits arising out of or in connection with:

(a) any ongoing matters arising out of the Facility Documents or the transaction contemplated hereby or thereby, including all reasonable costs of appraisal or reappraisal of all or any portion of any Collateral for the Debt (that are carried out in accordance with the terms of the Facility Documents), or of the granting by the Holder, in its sole and absolute discretion, of any lease non-disturbance agreements,

(b) any amendment to, or restructuring of, the Debt, or any of the Facility Documents requested by Borrower,

(c) any and all lawful action that may be taken by the Holder in accordance with the terms of the Facility Documents in connection with the enforcement of the provisions of the Facility Documents, whether or not suit is filed in connection with the same, or in connection with the Borrower, any Guarantor of all or any portion of the Debt and/or any partner, joint venturer or shareholder thereof becoming a subject of a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding, and

(d) any liability to brokers, finders or similar persons and/or under any applicable securities or blue sky laws.

All sums expended by the Holder and/or Funding Lender on account of any of the foregoing shall be reimbursable on demand, and until reimbursed by the Borrower shall be deemed additional principal evidenced hereby and shall bear interest at the Default Rate. The obligations of the Borrower under this Section shall, notwithstanding any exculpatory or other provisions of any nature in the Facility Documents, constitute the personal recourse undertakings, obligations and liabilities of the Borrower and shall be secured by the Security Instrument.

The indemnity provided in this Section shall be in addition to, and not in lieu of, any indemnification provisions in any of the other Facility Documents.

9. Secured Note. This Note is secured by the Security Instrument and the Other Facility Documents and the collateral mortgaged, pledged, encumbered or assigned pursuant thereto (the "**Collateral**"). The Borrower agrees to perform and comply with each of the terms, covenants and provisions contained in the Facility Documents on the part of the Borrower to be observed or performed. All sums which shall or may become payable by the Borrower in accordance with the provisions of this Note shall be secured by the Security Instrument and the Other Facility Documents and shall constitute part of the Debt.

10. Transfer. Upon the transfer of this Note, the Holder may convey its interest in and deliver all the Collateral, or any part thereof, to the transferee who shall thereupon become bound by the terms of this Note (as may be restated and amended) and become vested with all the rights in this Note or under applicable law given to the Holder and the Holder shall after that forever be relieved and fully discharged from any liability or responsibility in the matter; but the Holder shall retain all rights given to it with respect to any Liabilities and such collateral not so transferred. The Holder will provide the Borrower with notice of any such transfer.

11. Maximum Permissible Rate. This Note is subject to the express condition that at no time shall the Borrower be obligated or be required to pay interest on the Principal Balance at a rate which could subject the Holder to liability as a result of being

in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay. If by the terms of this Note the Borrower is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, then the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, interest payable under this Note shall be computed at such maximum rate and any prior interest payments made in excess of such maximum rate shall be applied and shall be deemed to have been payments made in reduction of the Principal Balance.

12. Set Off. If a Default shall have occurred and be continuing, the Holder is authorized at any time and from time to time, to the full extent permitted by law, to set off and apply any deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by the Holder to or for the credit or account of the Borrower against any of the Liabilities, irrespective of whether or not Holder shall have made any demand under the Facility Documents and although such obligations may be unmaturing. The rights of the Holder under this Section are in addition to other rights and remedies (including other rights of setoff) which the Holder may have.

13. Default. It is hereby expressly agreed that the entire Debt shall become immediately due and payable at the direction of the Funding Lender in the event any portion of the Debt is not paid within ten (10) days after the same is due and payable or on the happening of any Default (as such term is defined in the Disbursement Agreement) or any event by which, under the terms of the Facility Documents, after the expiration of all applicable notice or grace periods specifically set forth therein, the Debt may or shall become due and payable.

14. Authority. The Borrower (and the undersigned representative(s) of the Borrower, if any) represents that the Borrower has full power, authority and legal right to execute and deliver this Note and that this Note constitutes a valid and binding obligation of the Borrower.

15. Joint and Several Obligations. If the Borrower consists of more than one party, the obligations and liabilities of each such party hereunder shall be joint and several.

16. Defined Terms. Whenever used, the singular number shall include the plural, the plural the singular, and the words “**Holder**” and “**Borrower**” shall include their respective successors and assigns, provided, however, that the Borrower shall not have the right, without obtaining the prior written consent of the Holder, to assign or transfer its obligations under any of the Facility Documents, in whole or in part, to any other person, party or entity.

17. Headings. The headings and captions of the numbered paragraphs of this Note are for convenience of reference only and are not to be construed as defining or limiting the scope or intent of this Note.

18. Enforceability. Each Facility Document executed by the Borrower constitutes a legal and binding obligation of, and is valid and enforceable against, the Borrower, in accordance with the terms of such Facility Document (subject to Debtor Relief Laws and general equitable principles) and is not subject to any right of rescission, set-off, counterclaim or defense.

19. Waiver. The Borrower waives presentment, demand for payment, notice of dishonor and any or all notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note (other than notice that the Holder has specifically agreed to provide pursuant to the terms of the Facility Documents) and consents to any or all delays, extensions of time, renewals, release of any party to any of the Facility Documents and of any available security therefor, to any party to the Facility Documents or to the actual holder thereof and any and all waivers or modifications that may be granted or consented to by the Holder with regard to the time of payment or with respect to any other provisions of the Facility Documents (provided that Borrower has agreed in writing as to any modifications to the Facility Documents to which it is a party) and agrees that no such action, delay or failure to act on the part of the Holder shall be construed as a waiver by the Holder of, or otherwise affect, in whole or in part, its right to avail itself of any remedy. No notice to or demand on the Borrower shall be deemed to be a waiver of the obligation of the Borrower or of the right of the Holder to take further action without further notice or demand as provided in any of the Facility Documents. If the Borrower is a partnership, the agreements contained in this Note shall remain in force and applicable, notwithstanding any changes in the individuals comprising the partnership, and the term "Borrower", as used herein, shall include any alternate or successor partnerships, but any predecessor partnership and their partners shall not thereby be released from any liability. (Nothing in the foregoing sentence shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in such partnership which may be set forth in the Facility Documents.)

20. Amendments. This Note may not be modified, amended, changed or terminated except by an agreement in writing signed by the Borrower and the Holder. No waiver of any term, covenant or provision of this Note shall be effective unless given in writing by the Holder and, if so given by the Holder, shall only be effective in the specific instance in which given.

21. Governing Law. This Note is and shall be deemed entered into in the State and shall be governed by and construed in accordance with the laws of the State without regard to principles of conflicts of laws, and no defense given or allowed by the laws of any state or country shall be interposed in any action or proceeding hereon unless such defense is either given or allowed by the laws of the State.

22. Jurisdiction and Venue.

(a) Consent to Jurisdiction. Each of Holder and Borrower hereby submits, for itself and its property, to the nonexclusive jurisdiction of any United States

Federal or State court sitting in Harris County, and any appellate court in such jurisdiction, in any action or proceeding arising out of or relating to this Note, or for recognition or enforcement of any judgment, and each of the parties agrees that all claims in respect of any such action or proceeding may be heard and determined in such State or, to the extent permitted by law, in such Federal court. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Waiver of Objection to Venue. Each of Holder and Borrower waives, to the full extent it may legally and effectively do so, any objection which it may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Note in any court referred to in Section 21. Each of Holder and Borrower hereby waives, to the full extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Borrower consents to service of process in the manner provided for notices in the Disbursement Agreement. Nothing in this Note will affect the right of Holder to serve process in any other manner permitted by law.

23. Waiver of Special Damages. To the extent permitted by applicable law, neither the Holder nor the Borrower shall not assert, and each hereby waives, any claim against the other, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Note or any agreement or instrument contemplated hereby, the transactions, the Loan or the use of the proceeds thereof.

24. **NOTICE OF FINAL AGREEMENT. THIS NOTE AND THE OTHER DOCUMENTS EXECUTED SUBSTANTIALLY CONTEMPORANEOUSLY HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.**

25. **ARBITRATION AGREEMENT; WAIVER OF JURY TRIAL. THIS NOTE AND ALL DISPUTES ARISING HEREUNDER SHALL THEN BE SUBJECT TO THE (i) ARBITRATION AGREEMENT (AS SUCH TERM IS SET FORTH IN THE DISBURSEMENT AGREEMENT) AND (ii) JURY TRIAL WAIVER PROVISION SET FORTH IN THE ARBITRATION AGREEMENT, THE TERMS OF EACH BEING INCORPORATED HEREIN BY REFERENCE.**

26. Amendment and Restatement. Borrower and Holder acknowledge that this Note will be amended, extended and restated at the Conversion Date, pursuant to the terms of the Forward Purchase Agreement.

27. On-Line Banking Loan Payments. From time to time, Funding Lender may (but shall not be required to) permit loan payments to be made through its online banking website. Funding Lender may impose and change limitations on making online loan payments, such as minimum or maximum payment amounts, the types of accounts from which loan payments may be made, and the types of payments that may be made online (i.e., ordinary installment payments, principal only payments, or other types of payments). Whether online payments are permitted, and Funding Lender's applicable terms and restrictions if such payments are permitted, will be reflected in the features available online when a user logs into the online banking website.

28. Imaging. Funding Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to the Loan, including, without limitation this Note and the other Facility Documents, and Funding Lender may destroy (other than this Note) or archive the paper originals. The parties hereto (i) waive any right to insist or require that Funding Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Funding Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this Note or the other Facility Documents shall be deemed to be of the same force and effect as the original manually executed document.

29. Facsimile and Electronic Mail. All parties agree that any executed facsimile (faxed) or electronically mailed copy of this manually executed document shall be deemed to be of the same force and effect as the originals, manually executed documents.

30. Electronic Delivery of Documents. The provisions of this Section shall be applicable in the event that Borrower delivers any (i) financial statements of Borrower or any other Person ("**Financial Statement**"), (ii) no default or compliance certificates ("**No Default Certificates**"), or (iii) borrowing base certificates (Borrowing Base Certificates", and together with the Financial Statements, the No Default Certificates, and any other documents or information regarding Borrower or any other Person delivered to Funding Lender pursuant to this Agreement, collectively, the "**Financial Information**") in electronic form (by "**email**").

The Financial Information delivered in electronic form shall, for all purposes, be the same as if, and shall have the same validity, force and effect as if, such Financial Information had been delivered in paper or other tangible form. Each item of Borrower's Financial Information delivered by Borrower in electronic form shall be deemed to have been originally signed by Borrower (to the extent a signature is otherwise required) for all purposes (including all purposes and interpretations of federal and state law), whether or not there is an electronic name or signature of Borrower thereon, and Borrower waives any right it may have to claim that such electronic documents are not original documents or valid documents.

Borrower shall deliver Financial Information to Funding Lender in, and only in, a format that Funding Lender may both retain in its own records (i.e. save as a file on its own system) and print. In the event that at any time, under the electronic format then currently used by Funding Lender, Funding Lender is unable to save or print Financial Information delivered in electronic form, Borrower shall no longer be permitted to deliver Financial Information in electronic form.

This Section constitutes an agreement between the parties to conduct transactions by electronic means pursuant to the Texas Uniform Electronic Transactions Act, Chapter 43, Texas Business & Commerce Code (the "**Act**"), and, notwithstanding any choice of law provisions in this Note to the contrary, the provisions of the Act shall be applicable to the delivery of Financial Information by Borrower to Funding Lender in electronic form.

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IN WITNESS WHEREOF, the Borrower has duly executed this Note the day and year at the beginning of the Note.

CAROLINE LOFTS, LP, a Texas limited partnership

By: Caroline Lofts Advisors, LLC, a Texas limited liability company, its general partner

By: Mark-Dana Corporation, a Virginia corporation, its managing member

By: _____
David Mark Koogler, President

ENDORSEMENT

This Endorsement is attached to and made a part of that certain Promissory Note made by Caroline Lofts, LP, a Texas limited partnership, to TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas existing under the laws of the State of Texas for purposes of annexing thereto the following endorsement:

Pay to the order of Zions Bancorporation, National Association, without recourse, as fiscal agent under the Funding Loan Agreement referred to in the Promissory Note, as security for the Governmental Lender Note issued under such Funding Loan Agreement. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Promissory Note.

[Signature Page Follows]

TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS, a public and official
agency of the State of Texas

By: _____
Name: James B. "Beau" Eccles
Title: Secretary to the Board

[Signature Page to Allonge]

Promissory Note

ACTIVE 56174586v11



Addendum to Underwriting Report

TDHCA Application #: 21607 Program(s): TDHCA Bonds/4% HTC

Caroline Lofts

Address/Location: 2403 Caroline Street

City: Houston County: Harris Zip: 77004

APPLICATION HISTORY	
Report Date	PURPOSE
06/14/21	Addendum- Revised Financing
05/06/21	Original Underwriting Report

ALLOCATION

TDHCA Program	Previous Allocation				RECOMMENDATION				
	Amount	Rate	Amort	Term	Amount	Rate	Amort	Term	Lien
Private Activity Bonds	\$20,000,000				\$20,000,000				
LIHTC (4% Credit)	\$847,717				\$889,192				

CONDITIONS STATUS

- 1 Receipt and acceptance before Determination Notice:
 - Formal approval of the \$19,619,640 CDBG award by the City of Houston.
- 2 Receipt and acceptance by Cost Certification:
 - a: Certification that testing for asbestos was performed on the existing structure(s) prior to demolition, and if necessary, a certification that any appropriate abatement procedures were implemented.
 - b: Architect certification that all noise assessment recommendations were implemented and the Development is compliant with HUD noise guidelines.
 - c: Attorney opinion validating federally sourced funds can be considered bona fide debt with a reasonable expectation that it will be repaid in full and further stating that the funds should not be deducted from eligible basis.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

Analysis

In May 2021 the Board approved the issuance of \$20,000,000 in bonds and a tax credit recommendation of \$847,717. The Applicant has since reported revisions to the financing structure as a result of increasing construction cost and increasing interest rates.

Operating Pro Forma

The only change to the operating pro forma is an increase in property insurance expense, decreasing underwritten NOI from \$689K to \$666K.

Development Cost

Building Cost has increased \$870K (from \$14.5M to \$15.4M), and Total Development Cost has increased \$1.5M (from 38.3M to \$39.8M).

Sources of Funds

In response to increasing construction cost, the City of Houston has increased the recommended CDBG award by \$1.8M (from \$17.8M to \$19.6M).

Due to increasing interest rates, CitBank has decreased the proposed debt amount from \$10.3M at 4.29% to \$9.7M at 4.60%.

The increase in Development Cost supports an increase in the credit recommendation to \$889,192, providing \$381K of additional equity.

The long-term pro forma indicates the CDBG funds can be repaid within the 40-year term.

With the proposed changes, the Development remains feasible with underwritten deferred Developer Fee reduced by \$42K (from \$2.4M to \$2.36M).

The Underwriter recommends issuance of a Determination Notice for Tax Credits in the amount of \$889,192, conditioned on formal approval of the recommended CDBG award by the City of Houston.

Director of Real Estate Analysis: Thomas Cavanagh

UNIT MIX/RENT SCHEDULE
Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

LOCATION DATA	
CITY:	Houston
COUNTY:	Harris
Area Median Income	79,200
PROGRAM REGION:	6
PROGRAM RENT YEAR:	2021

UNIT DISTRIBUTION				
# Beds	# Units	% Total	Assisted	MDL
Eff	-	0.0%	0	0
1	65	54.6%	0	0
2	54	45.4%	0	0
3	-	0.0%	0	0
4	-	0.0%	0	0
5	-	0.0%	0	0
TOTAL				
	119	100.0%	-	-

58% Average Income		
Income	# Units	% Total
20	-	0.0%
30	8	6.7%
40	-	0.0%
50	19	16.0%
60	56	47.1%
70	-	0.0%
80	12	10.1%
R	24	20.2%
TOTAL		
	119	100.0%

Pro Forma ASSUMPTIONS	
Revenue Growth	2.00%
Expense Growth	3.00%
Basis Adjust	100%
Applicable Fraction	79.83%
APP % Acquisition	4.00%
APP % Construction	4.00%
Average Unit Size	867 sf

UNIT MIX / MONTHLY RENT SCHEDULE

HTC		UNIT MIX				APPLICABLE PROGRAM RENT			APPLICANT'S PRO FORMA RENTS				TDHCA PRO FORMA RENTS				MARKET RENTS		
Type	Gross Rent	# Units	# Beds	# Baths	NRA	Gross Rent	Utility Allow	Max Net Program Rent	Delta to Max	Rent psf	Net Rent per Unit	Total Monthly Rent	Total Monthly Rent	Rent per Unit	Rent psf	Delta to Max	Underwritten	Mrkt Analyst	
C 30	445	3	1	1	716	445	71	374	0	0.52	374	\$1,121	\$1,121	374	0.52	0	1,350	1.89	1,650
C 50	743	10	1	1	716	743	71	672	0	0.94	672	\$6,716	\$6,716	672	0.94	0	1,350	1.89	1,650
C 60	891	29	1	1	716	891	71	820	0	1.14	820	\$23,770	\$23,770	820	1.14	0	1,350	1.89	1,650
C 80	1,189	5	1	1	716	1,189	71	1,118	0	1.56	1,118	\$5,588	\$5,588	1,118	1.56	0	1,350	1.89	1,650
R		13	1	1	716	0	71		NA	1.89	1,350	\$17,550	\$17,550	1,350	1.89	NA	1,350	1.89	1,650
C 30	445	1	1	1	939	445	71	374	0	0.40	374	\$374	\$374	374	0.40	0	1,350	1.44	1,650
C 50	743	1	1	1	939	743	71	672	0	0.72	672	\$672	\$672	672	0.72	0	1,350	1.44	1,650
C 60	891	1	1	1	939	891	71	820	0	0.87	820	\$820	\$820	820	0.87	0	1,350	1.44	1,650
C 80	1,189	1	1	1	939	1,189	71	1,118	0	1.19	1,118	\$1,118	\$1,118	1,118	1.19	0	1,350	1.44	1,650
R		1	1	1	939	0	71		NA	1.44	1,350	\$1,350	\$1,350	1,350	1.44	NA	1,350	1.44	1,650
C 30	534	4	2	2	1,029	534	82	452	0	0.44	452	\$1,808	\$1,808	452	0.44	0	1,700	1.65	2,063
C 50	891	8	2	2	1,029	891	82	809	0	0.79	809	\$6,472	\$6,472	809	0.79	0	1,700	1.65	2,063
C 60	1,069	26	2	2	1,029	1,069	82	987	0	0.96	987	\$25,661	\$25,661	987	0.96	0	1,700	1.65	2,063
C 80	1,426	6	2	2	1,029	1,426	82	1,344	0	1.31	1,344	\$8,064	\$8,064	1,344	1.31	0	1,700	1.65	2,063
R		10	2	2	1,029	0	82		NA	1.65	1,700	\$17,000	\$17,000	1,700	1.65	NA	1,700	1.65	2,063
TOTALS/AVERAGES:		119			103,221				\$0	\$1.14	\$992	\$118,081	\$118,081	\$992	\$1.14	\$0	\$1,509	\$1.74	\$1,837

ANNUAL POTENTIAL GROSS RENT:	\$1,416,977	\$1,416,977
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STABILIZED PRO FORMA

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

STABILIZED FIRST YEAR PRO FORMA

	COMPARABLES		APPLICANT				RIOR REOR		TDHCA				VARIANCE	
	Database	County Comps	% EGI	Per SF	Per Unit	Amount	Applicant	HCA	Amount	Per Unit	Per SF	% EGI	%	\$
POTENTIAL GROSS RENT				1.14	992	1,416,977			1,416,977	992	1.14		0.0	0
Other						25,704								
Total Secondary Income						18,000		25,704	18,000				0.0	0
POTENTIAL GROSS INCOME						1,442,681	0	0	1,442,681				0.0	0
Vacancy / Collection Loss				7.5		108,201		108,201	7.5				0.0	-
EFFECTIVE GROSS INCOME						1,334,480	1,334,480	133,480	1,334,480				0.0	0

General Administrative	50,353	423/unit	48,824	410	3.26	0.42	366	43,500	43,500	48,824	48,824	410	0.47	3.66	-10.9	5,324
Management	50,128	4.5/EI	47,016	395	4.98	0.64	559	66,500	64,209	66,724	66,724	561	0.65	5.00	-0.3	224
Payroll / Payroll Tax	161,122	1,354/unit	161,161	1,354	11.35	1.47	1,273	151,493	151,493	151,493	151,493	1,273	1.47	11.35	0.0	-
Repairs / Maintenance	87,829	738/unit	62,080	522	5.59	0.72	627	74,600	74,600	77,350	77,350	650	0.75	5.80	-3.6	2,750
Electric Gas	26,187	220/unit	20,232	170	1.87	0.24	210	25,000	25,000	20,232	20,232	170	0.20	1.52	23.6	4,768
Water, Sewer, Trash <small>Tenant Pays: WS</small>	74,698	628/unit	45,097	379	2.43	0.31	273	32,438	32,438	45,097	45,097	379	0.44	3.38	-28.1	12,660
Property Insurance	47,466	0.46/sf	49,450	416	6.29	0.81	706	84,000	63,427	63,427	84,000	706	0.81	6.29	0.0	-
Property Tax <small>100 / 2.5175</small>	93,487	786/unit	128,780	1,082	10.17	1.31	1,141	135,732	135,732	135,732	135,732	1,141	1.31	10.17	0.0	-
Reserve for Replacements				0	2.68	0.35	300	35,700	35,700	35,700	35,700	300	0.35	2.68	0.0	-
HCA Compliance fees <small>40 H/C unit</small>				0	0.28	0.04	32	3,800	3,800	3,800	3,800	32	0.04	0.28	0.0	-
HCA Bond Compliance Fee				0	0.18	0.02	20	2,375	2,375	2,375	2,375	20	0.02	0.18	0.0	-
Bond Trustee Fees				0	0.37	0.05	42	5,000	5,000	5,000	5,000	42	0.05	0.37	0.0	-
HC Compliance Fees				0	0.57	0.07	64	7,600	7,600	7,600	7,600	64	0.07	0.57	0.0	-
TOTAL EXPENSES				50.04%	\$6.47	\$5,611	\$667,737	644,873	663,354	\$683,927	\$5,747	\$6.63	51.25%	-2.4%	\$ (16,190)	
NET OPERATING INCOME ("NOI")				49.96%	\$6.46	\$5,603	\$666,743	689,607	671,126	\$650,553	\$5,467	\$6.30	48.75%	2.5%	\$ 16,190	

CONTROLLABLE EXPENSES							\$2,748/Unit									\$2,882/Unit
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CAPITALIZATION / TOTAL DEVELOPMENT BUDGET / ITEMIZED BASIS

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

DEBT / GRANT SOURCES																	
APPLICANT'S PROPOSED DEBT/GRANT STRUCTURE									AS UNDERWRITTEN DEBT/GRANT STRUCTURE			AS UNDERWRITTEN DEBT/GRANT STRUCTURE					
DEBT (Must Pay)	Fee	Cumulative DCR		Pmt	Rate	Amort	Term	Principal	Prior Underwriting		Principal	Term	Amort	Rate	Pmt	Cumulative	
		UW	App						Applicant	HCA						DCR	LTC
Citi Bank	0.10	1.15	1.17	567,801	4.60	35	18	9,700,000	10,300,000	10,300,000	9,700,000	18	35	4.60	567,801	1.17	24.3
CASH FLOW DEBT / GRANTS																	
City of Houston CDR Conduit		1.15	1.17		1.00	0	40	19,619,640	17,836,036	17,836,036	19,619,640	40	0	1.00		1.17	49.2
				\$567,801	TOTAL DEBT / GRANT SOURCES			\$29,319,640	28,136,036	28,136,036	\$29,319,640	TOTAL DEBT SERVICE			\$567,801	1.17	73.5
NET CASH FLOW		82,752	98,942											APPLICANT NET OPERATING INCOME	666,743	98,941	NET CASH FLOW

EQUITY SOURCES															
APPLICANT'S PROPOSED EQUITY STRUCTURE						AS UNDERWRITTEN EQUITY STRUCTURE			AS UNDERWRITTEN EQUITY STRUCTURE						
EQUITY / DEFERRED FEES	DESCRIPTION	% Cost	Annual Credit	Credit Price	Amount	Prior Underwriting		Amount	Credit Price	Annual Credit	% Cost	Annual Credits per Unit	Allocation Method		
						Applicant	HCA								
RC Capital Markets	LIH CE Equity	20.5	889,192	0.92	8,179,748	7,798,220	7,798,220	8,179,752	0.92	889,192	20.5	7,472	Applicant Request		
Arkana Corp	Sponsor Loan	1.7			658,536	700,860	0	0			0.0				
Arkana Corporation	Deferred Developer Fees	4.3	50	Deferred	1,706,743	1,706,743	2,407,603	2,365,275	69	Deferred	5.9		Total Developer Fee: \$3,413,487		
Additional Access Funds Revid		0.0						0			0.0				
TOTAL EQUITY SOURCES		26.5			10,545,027	10,205,823	10,205,823	10,545,027			26.5				
TOTAL CAPITALIZATION					\$39,864,667	38,341,859	38,341,859	\$39,864,667						15-Yr Cash Flow after Deferred Fee:	\$236,713

DEVELOPMENT COST / ITEMIZED BASIS													
APPLICANT COST / BASIS ITEMS				TDHCA COST / BASIS ITEMS			COST VARIANCE						
Acquisition	New Const. Rehab	Total Costs	Prior Underwriting		Total Costs	Eligible Basis		COST VARIANCE					
			Applicant	HCA		New Const. Rehab	Acquisition						
Land Acquisition		83,561 unit	9,943,750	9,943,750	9,943,750	83,561 unit		0.0	0				
Closing costs incl legal fees			206,250	228,250	206,250			0.0	0				
Off-Sites			0	0	0			0.0	0				
Site Work		1,192,672	10,406 unit	1,238,336	1,238,336	1,238,336	10,406 unit	1,192,672	0.0	0			
Site Amenities		353,339	2,969 unit	353,339	353,339	353,339	2,969 unit	353,339	0.0	0			
Retail Space 2,686 sf			1,577 unit	187,638	187,638	187,638	1,577 unit		0.0	0			
Podium Parking		973,000	8,176 unit	973,000	973,000	973,000	8,176 unit	973,000	0.0	0			
Building Cost		15,370,897	148.91 sf	15,370,897	14,500,897	15,733,920	132,218 unit	152.43 sf	15,370,897	-2.3	363,023		
Contingency		1,082,751	6.05	5.97	1,033,174	1,033,174	1,082,751	5.86	6.05	1,082,751	0.0	0	
Contractor Fees		2,571,812	13.56	13.39	2,410,273	2,410,273	2,571,812	13.14	13.56	2,571,812	0.0	0	
Soft Costs	0	1,197,417	11,200 unit	1,332,800	1,153,217	1,153,217	1,332,800	11,200 unit	1,197,417	0	0.0	0	
Financing	0	1,690,380	21,483 unit	2,556,525	2,377,266	2,377,266	2,556,525	21,483 unit	1,690,380	0	0.0	0	
Developer Fee	0	3,413,487	13.97	13.84	3,413,487	3,413,487	3,413,487	13.64	13.97	3,413,487	0	0.0	0
Reserves			6 months	634,082	629,232	621,315	625,864	6 months			1.3	8,218	
TOTAL HOUSING DEVELOPMENT COST (UNADJUSTED BASIS)		\$0	\$27,845,755	334,997 unit	\$39,864,667	38,341,859	39,566,964	\$40,219,472	337,979 unit	\$27,845,755	\$0	-0.9%	(\$354,805)
Acquisition Cost		0		0									
Contingency		0		0									
Contractor's Fee		0		0									
Financing Cost		0		0									
Developer Fee		0		0									
Reserves		0		0									
ADJUSTED BASIS / COST		\$0	\$27,845,755	334,997 unit	\$39,864,667	38,341,859	39,566,964	\$40,219,472	337,979 unit	\$27,845,755	\$0	-0.9%	(\$354,805)
TOTAL HOUSING DEVELOPMENT COSTS (Applicant's Uses are within 5% of TDHCA Estimate):					\$39,864,667								

CAPITALIZATION / DEVELOPMENT COST BUDGET / ITEMIZED BASIS ITEMS

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

CREDIT CALCULATION ON QUALIFIED BASIS

	Applicant		TDHCA	
	Acquisition	Construction Rehabilitation	Acquisition	Construction Rehabilitation
ADJUSTED BASIS	0	27,845,755	0	27,845,755
Reduction of Federal Grants	0	0	0	0
TOTAL ELIGIBLE BASIS	0	27,845,755	0	27,845,755
High Cost Area Adjustment		100		100
TOTAL ADJUSTED BASIS	0	27,845,755	0	27,845,755
Applicable Fraction	79.83	79.83	79.83	79.83
TOTAL QUALIFIED BASIS	0	22,229,804	0	22,229,804
Applicable Percentage	4.00	4.00	4.00	4.00
ANNUAL CREDIT ON BASIS	0	889,192	0	889,192
CREDITS ON QUALIFIED BASIS		889,192		889,192

Method	ANNUAL CREDIT CALCULATION ON APPLICANT BASIS		FINAL ANNUAL LIHTC ALLOCATION		
	Annual Credits	Proceeds	Credit Price \$0.9199	Variance to Request	
			Credit Allocation	Credits	Proceeds
Eligible Basis	889,192	8,179,754	----	----	----
Needed to Fill Gap	1,146,313	10,545,027	----	----	----
Applicant Request	889,192	8,179,752	\$889,192	\$0	\$0

50% Test for Bond Financing for 4% Tax Credits

Tax-Exempt Bond Amount	\$20,000,000		Percent Financed by Tax-Exempt Bonds	Applicant	TDHCA
	Applicant	TDHCA			
Land Cost	9,943,750	9,943,750		57.6%	57.0%
Depreciable Bldg Cost	24,755,289	25,118,312			
Aggregate Basis for 50% Test	\$34,699,039	\$35,062,062	amount aggregate basis can increase before 50% test fails	15.3	14.1

Long-Term Pro Forma

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

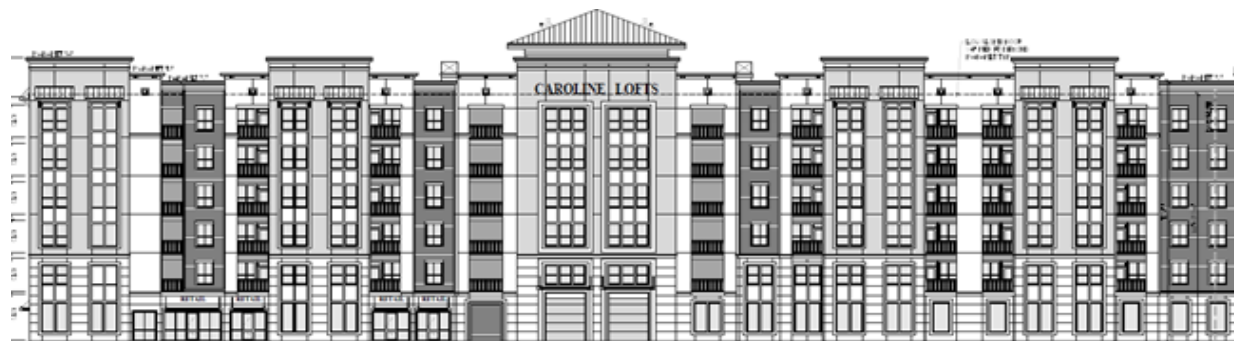
Month Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Year 25	Year 30	Year 35	
EXECUTIVE GROSS INCOME	2.00%	\$1,334,480	\$1,361,170	\$1,388,393	\$1,416,161	\$1,444,484	\$1,594,827	\$1,760,818	\$1,944,086	\$2,146,428	\$2,369,830	\$2,616,483
OPERATIONAL EXPENSES	3.00%	\$667,737	\$687,105	\$707,039	\$727,559	\$748,680	\$863,952	\$997,171	\$1,151,151	\$1,329,153	\$1,534,949	\$1,772,909
NET OPERATING INCOME ("NOI")		\$666,743	\$674,065	\$681,354	\$688,602	\$695,804	\$730,875	\$763,647	\$792,934	\$817,275	\$834,880	\$843,575
EXPENSE INCURRED RATE		50.0%	50.5%	50.9%	51.4%	51.8%	54.2%	56.6%	59.2%	61.9%	64.8%	67.8%
MUST -PAY DEBT SERVICE												
Citi Bank		\$446,200	\$446,200	\$446,200	\$567,801	\$567,687	\$567,030	\$566,203	\$565,163	\$563,854	\$562,208	\$560,137
OPERATIONAL SERVICE		\$446,200	\$446,200	\$446,200	\$567,801	\$567,687	\$567,030	\$566,203	\$565,163	\$563,854	\$562,208	\$560,137
EXPENSE COVERED RATE		1.49	1.51	1.53	1.21	1.23	1.29	1.35	1.40	1.45	1.49	1.51
ANNUAL CASH FLOW		\$220,543	\$227,865	\$235,154	\$120,801	\$128,117	\$163,845	\$197,444	\$227,771	\$253,420	\$272,672	\$283,438
Deferred Developer Fee Balance		\$2,144,732	\$1,916,867	\$1,681,713	\$1,560,912	\$1,432,795	\$684,372	\$0	\$0	\$0	\$0	\$0
CUMULATIVE NET CASH FLOW		\$0	\$0	\$0	\$0	\$0	\$0	\$236,713	\$1,316,484	\$2,534,477	\$3,862,282	\$5,261,805

21607 Caroline Lofts - Application Summary

PROPERTY IDENTIFICATION		RECOMMENDATION					
Application #	21607	TDHCA Program		Request		Recommended	
Development	Caroline Lofts	LIHTC (4% Credit)	\$847,717	\$847,717	\$7,124/Unit	\$0.92	
City / County	Houston / Harris						
Region/Area	6 / Urban						
Population	General						
Set-Aside	General						
Activity	New Construction	Private Activity Bonds	\$20,000,000	4.29%	35	18	1

KEY PRINCIPALS / SPONSOR		
Mark-Dana Corporation David Koogler (President)		
Cavender Development Zach Cavender (Owner)		
Related Parties	Contractor - TBD	Seller - No

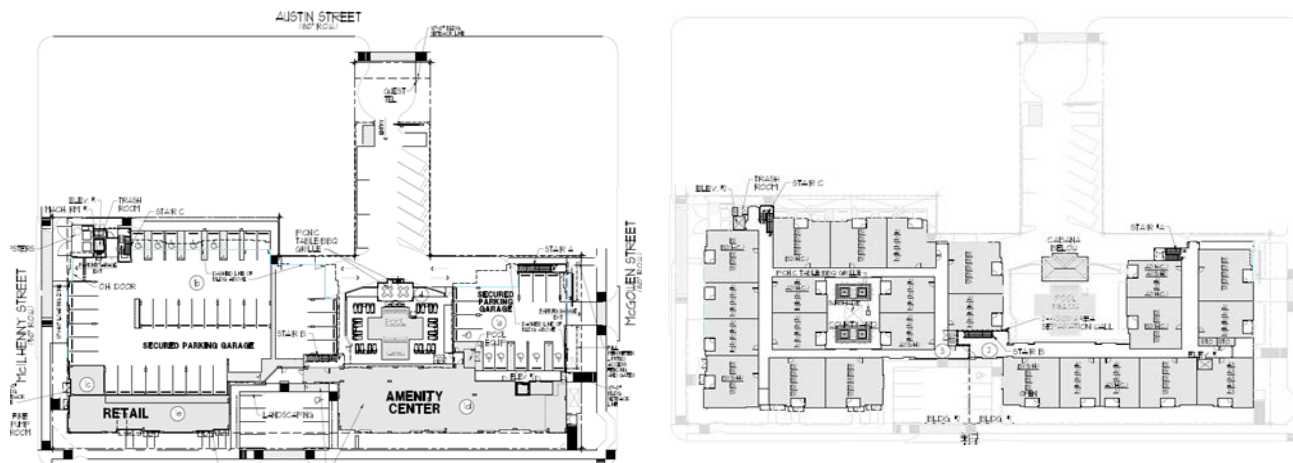
TYPICAL BUILDING ELEVATION/PHOTO



UNIT DISTRIBUTION			INCOME DISTRIBUTION		
# Beds	# Units	% Total	Income	# Units	% Total
Eff	-	0%	20%	-	0%
1	65	55%	30%	8	7%
2	54	45%	40%	-	0%
3	-	0%	50%	19	16%
4	-	0%	60%	56	47%
			70%	-	0%
			80%	12	10%
			MR	24	20%
TOTAL	119	100%	TOTAL	119	100%

PRO FORMA FEASIBILITY INDICATORS					
Pro Forma Underwritten			Applicant's Pro Forma		
Debt Coverage	1.19	Expense Ratio	48.3%		
Breakeven Occ.	84.9%	Breakeven Rent	\$909		
Average Rent	\$992	B/E Rent Margin	\$84		
Property Taxes	\$1,141/unit	Exemption/PILOT	0%		
Total Expense	\$5,419/unit	Controllable	\$2,748/unit		

SITE PLAN



MARKET FEASIBILITY INDICATORS			
Gross Capture Rate (10% Maximum)	0.9%		
Highest Unit Capture Rate	7%	2 BR/60%	27
Dominant Unit Cap. Rate	3%	1 BR/60%	29
Premiums (↑60% Rents)	Yes	\$591/Avg.	
Rent Assisted Units	N/A		

DEVELOPMENT COST SUMMARY			
Costs Underwritten		Applicant's Costs	
Avg. Unit Size	867 SF	Density	96.4/acre
Acquisition	\$85K/unit	\$10,072K	
Building Cost	\$140.48/SF	\$122K/unit	\$14,501K
Hard Cost	\$144K/unit		\$17,126K
Total Cost	\$322K/unit		\$38,342K
Developer Fee	\$3,413K	(71% Deferred)	Paid Year: 15
Contractor Fee	\$2,410K	30% Boost	No

DEBT (Must Pay)					CASH FLOW DEBT / GRANT FUNDS					EQUITY / DEFERRED FEES	
Source	Term	Rate	Amount	DCR	Source	Term	Rate	Amount	DCR	Source	Amount
Citi Bank	18/35	4.29%	\$10,300,000	1.19	Sponsor Loan - MDC	0/0	0.00%	\$0	1.23	RCB Capital Markets	\$7,798,220
					City of Houston CDBG-DR Condu	40/0	1.00%	\$17,836,036	1.19	Mark-Dana Corporation	\$2,407,603
TOTAL DEBT (Must Pay)			\$10,300,000		CASH FLOW DEBT / GRANTS			\$17,836,036		TOTAL EQUITY SOURCES	\$10,205,823
										TOTAL DEBT SOURCES	\$28,136,036
										TOTAL CAPITALIZATION	\$38,341,859

CONDITIONS

- 1 Receipt and acceptance before Determination Notice:
 - Formal approval of the \$17,836,036 CDBG award by the City of Houston.
 - 2 Receipt and acceptance by Cost Certification:
 - a: Certification that testing for asbestos was performed on the existing structure(s) prior to demolition, and if necessary, a certification that any appropriate abatement procedures were implemented.
 - b: Architect certification that all noise assessment recommendations were implemented and the Development is compliant with HUD noise guidelines.
 - c: Attorney opinion validating federally sourced funds can be considered bona fide debt with a reasonable expectation that it will be repaid in full and further stating that the funds should not be deducted from eligible basis.
- Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

BOND RESERVATION / ISSUER	
Issuer	TDHCA
Expiration Date	7/10/2021
Bond Amount	\$20,000,000
BRB Priority	Priority 3
Bond Structure	Private Placement
% Financed with Tax-Exempt Bonds	60.1%
RISK PROFILE	
STRENGTHS/MITIGATING FACTORS	
<ul style="list-style-type: none"> ▫ Developer experience with TDHCA programs ▫ Low-Expense Ratio ▫ Low Gross Capture Rate 	
WEAKNESSES/RISKS	
<ul style="list-style-type: none"> ▫ Market risk on 20% of units ▫ 15 years to repay deferred Developer Fee ▫ Parking ratio (0.6 spaces per unit) 	
AREA MAP	

AERIAL PHOTOGRAPH(S)





DEVELOPMENT IDENTIFICATION

TDHCA Application #: 21607 Program(s): TDHCA Bonds/4% HTC

Caroline Lofts

Address/Location: 2403 Caroline Street

City: Houston County: Harris Zip: 77004

Population: General Program Set-Aside: General Area: Urban

Activity: New Construction Building Type: Elevator Served Region: 6

Analysis Purpose: New Application - Initial Underwriting

ALLOCATION

TDHCA Program	REQUEST				RECOMMENDATION				
	Amount	Interest Rate	Amort	Term	Amount	Interest Rate	Amort	Term	Lien
Private Activity Bonds	\$20,000,000	2.50%	35	18	\$20,000,000	4.29%	35	18	1
LIHTC (4% Credit)	\$847,717				\$847,717				

CONDITIONS

- 1 Receipt and acceptance before Determination Notice:
 - Formal approval of the \$17,836,036 CDBG award by the City of Houston.
- 2 Receipt and acceptance by Cost Certification:
 - a: Certification that testing for asbestos was performed on the existing structure(s) prior to demolition, and if necessary, a certification that any appropriate abatement procedures were implemented.
 - b: Architect certification that all noise assessment recommendations were implemented and the Development is compliant with HUD noise guidelines.
 - c: Attorney opinion validating federally sourced funds can be considered bona fide debt with a reasonable expectation that it will be repaid in full and further stating that the funds should not be deducted from eligible basis.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

SET-ASIDES

TDHCA SET-ASIDES for HTC LURA		
Income Limit	Rent Limit	Number of Units
30% of AMI	30% of AMI	8
50% of AMI	50% of AMI	19
60% of AMI	60% of AMI	56
80% of AMI	80% of AMI	12

DEVELOPMENT SUMMARY

Caroline Lofts is proposed new construction located in Houston, TX. The project consists of 119 affordable units and 24 market units, providing one and two-bedroom floor plans. The development will serve the general population at 30%, 50%, 60%, and 80% Area Median Income (AMI). A parking garage will be located on the ground floor, with 5 stories of apartments above.

The sources of funding include \$17.8M of CDBG-DR funding from the City of Houston.

Proposed project also includes 2,600+ sf of retail space, as indicated on the site plan and requested by neighborhood. Applicant has no specific plan for the commercial space or any tenants in mind, but will provide a minimal white box buildout finish in anticipation of renting to a low impact tenant.

RISK PROFILE

STRENGTHS/MITIGATING FACTORS	
▫	Developer experience with TDHCA programs
▫	Low-Expense Ratio
▫	Low Gross Capture Rate

WEAKNESSES/RISKS	
▫	Market risk on 20% of units
▫	15 years to repay deferred Developer Fee
▫	Parking ratio (0.6 spaces per unit)

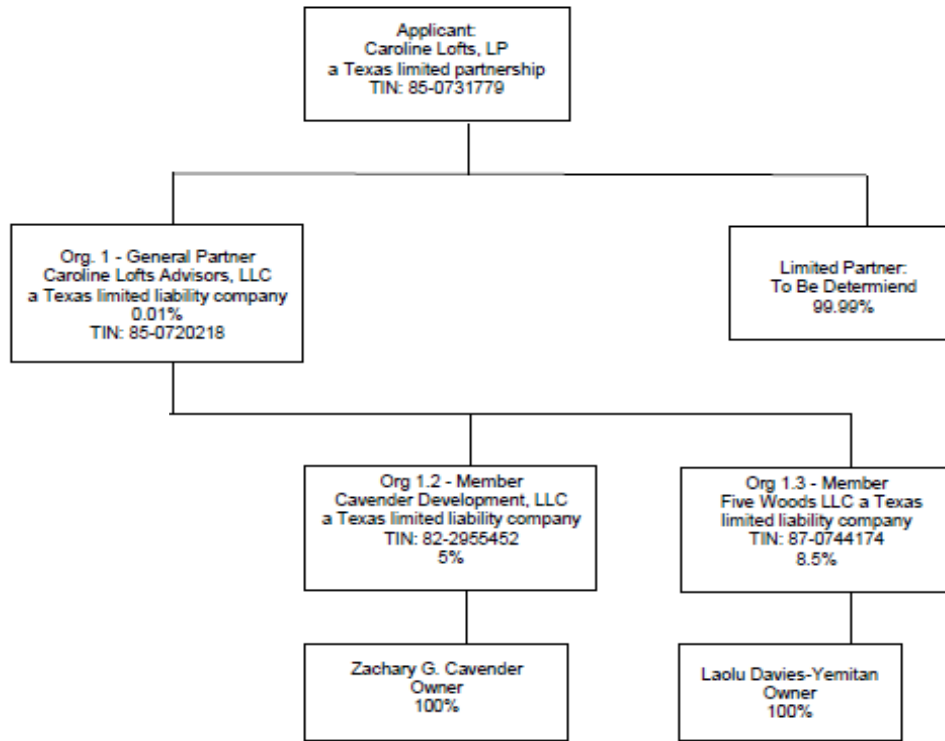
DEVELOPMENT TEAM

PRIMARY CONTACTS

Name: David Mark Koogler
Phone: (281) 292-1958
Relationship: Developer

Name: Zach Cavender
Phone: (281) 292-1968
Relationship: Developer

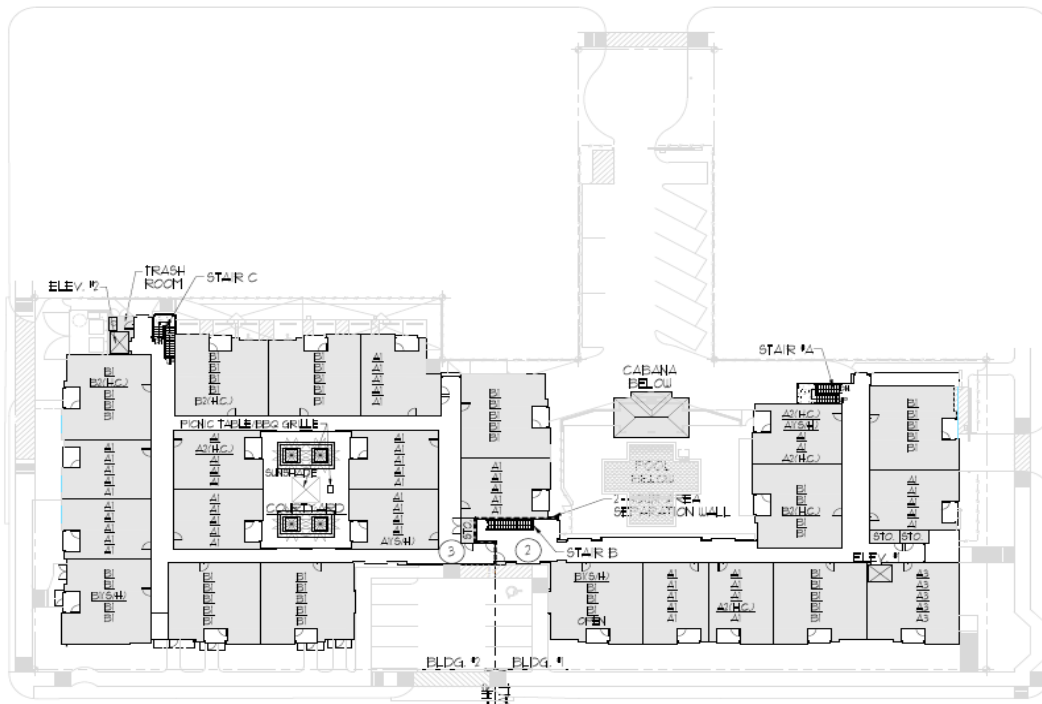
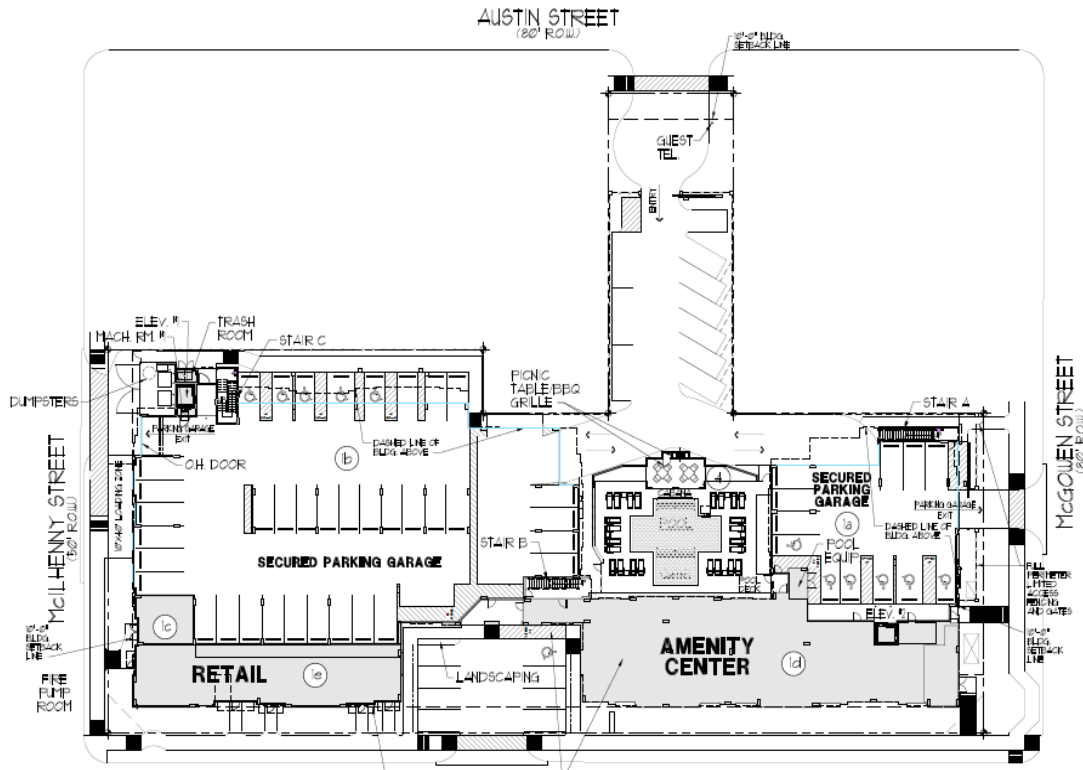
OWNERSHIP STRUCTURE



- Mark-Dana Corporation - Website: <http://www.mark-dana.info> - A full service real estate company that develops, builds and manages multi-family housing in Texas and Virginia. Mark-Dana Corp has 8 previous TDHCA rental developments in its portfolio, along with the recently awarded Scott Street Lofts (# 20603).

DEVELOPMENT SUMMARY

SITE PLAN





Comments:

The 1.23-acre site is generally flat. Ground water flows variably to the northwest, south, and southeast. There are four proposed access points to the site along Caroline Street, McGowen Street, McIlhenny Street, and Austin Street.

Project amenities include a swimming pool and fitness center.

Parking	No Fee		Tenant-Paid		Total	
	Count	Rate	Count	Rate	Count	Rate
Open Surface	18	0.2/unit	0	--	18	0.2/unit
Garage	51	0.4/unit	0	--	51	0.4/unit
Total Parking	69	0.6/unit	0	--	69	0.6/unit

Comments:

Project will provide 18 open surface parking spaces and 51 garage spaces. These 69 total parking spaces represent 0.6 spaces/unit. The site is located in the Midtown area of Houston, which has no parking requirements.

BUILDING PLAN (Typical)

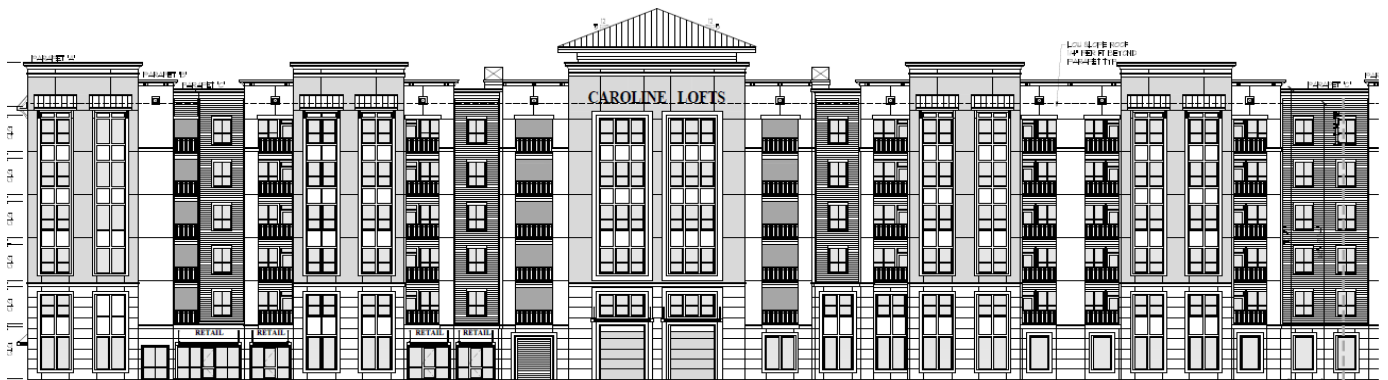


Comments:

The ground floor will house the leasing/amenity center, as well as a parking garage, with five stories of apartments above. There is also 2,686 sf of commercial retail space on the ground floor, which Applicant intends to rent out to a low-impact tenant.

Each unit features 9-ft ceilings, a balcony with storage space, plumbed kitchen sinks with dishwashers, washer/ dryer hook-ups, and a study space with desk and chair. The largest one-bedroom floor plan features a den.

BUILDING ELEVATION



Comments:

Building elevation consists of plaster veneer (65%) and fiber cement siding (35%) with significant exterior articulation. The building has a flat TPO roof.

HIGHLIGHTS of ENVIRONMENTAL REPORTS

Provider: Phase Engineering, Inc.

Date: 11/9/2020

Recognized Environmental Conditions (RECs) and Other Concerns:

- Per ESA, the site has likely been impacted due to past documented petroleum product releases associated with the southeast adjoining property which previously operated as a filling and automotive service station for ~70 years. ESA notes this as a recognized environmental condition and recommends further investigation of soil, groundwater, and vapor sampling and analysis at subject property via a Phase II ESA.
- Applicant had a Phase II ESA performed, which found no indication of a reportable release of petroleum products to soil or groundwater in the areas evaluated under Petroleum Storage Tank regulations based on reported releases of adjoining property. Per Phase II ESA, no further investigation appears to be warranted based on the results of the assessment.

Comments:

Provider inspected existing on-site building and confirmed the presence of asbestoses containing building materials (ACBMs) in black mastic throughout the building. Per ESA, in the event of renovation or demolition, a TDSHA licensed asbestos contractor must handle the ACBMs and, if applicable, a licensed asbestos consultant.

Per ESA, lead-based paint may be present on painted surfaces of the existing building due to the property being constructed prior to 1978. ESA notes that EPA and HUD regulations do not require further sampling or lead abatement in the event of total demolition.

ESA provider points out that testing for lead in drinking water is recommended if any of the existing plumbing systems are planned for use in future development of the subject property as a result of the buildings age. Per Applicant, the existing building will be demolished and existing plumbing systems will not be used.

Per ESA, noise mitigation may be required due to the SW corner of the subject property being considered "Normally Unacceptable" at a calculated noise value of 68dB. Per Applicant, an environmental consultant completed a noise study as part of the Environmental Review Record required by the City of Houston and determined that proposed building materials will provide necessary noise attenuation.

MARKET ANALYSIS

Provider: Apartment MarketData, LLC

Date: 12/1/2020

Primary Market Area (PMA): 10.48 sq. miles 2 mile equivalent radius

ELIGIBLE HOUSEHOLDS BY INCOME								
Harris County Income Limits								
HH Size		1	2	3	4	5	6	7+
30% AMGI	Min	\$13,350	\$13,350	\$16,020	\$16,020	---	---	---
	Max	\$16,650	\$19,020	\$21,390	\$23,760	---	---	---
50% AMGI	Min	\$22,290	\$22,290	\$26,730	\$26,730	---	---	---
	Max	\$27,750	\$31,700	\$35,650	\$39,600	---	---	---
60% AMGI	Min	\$26,730	\$26,730	\$32,070	\$32,070	---	---	---
	Max	\$33,300	\$38,040	\$42,780	\$47,520	---	---	---
80% AMGI	Min	\$35,670	\$35,670	\$42,780	\$42,780	---	---	---
	Max	\$44,400	\$50,720	\$57,040	\$63,360	---	---	---

AFFORDABLE HOUSING INVENTORY						
Competitive Supply (Proposed, Under Construction, and Unstabilized)						
File #	Development	In PMA?	Type	Target Population	Comp Units	Total Units
19296	McKee City Living	No	New	General	87	120
Other Affordable Developments in PMA since 2016						
18429	Light Rail Lofts		Adapt. R-U	Supp.	n/a	56
19085	Gala at MacGregor		New	Elderly	n/a	85
21490	2100 Memorial Drive		Recontr.	Elderly	n/a	197
Stabilized Affordable Developments in PMA					Total Units	555
					Total Developments	5
					Average Occupancy	96%

Proposed, Under Construction, and Unstabilized Competitive Supply:

McKee City Living (#19296) is an awarded, general population project with 87 competitive units that sits right outside of subject's PMA boundary line. McKee's PMA does overlap census tracts with Subject's PMA and therefore shares some qualified demand to absorb the new units. Market Analyst did not include these units in their capture rate calculations.

Regency Lofts (#20097) is located outside the PMA and its PMA does not overlap with Subject's PMA, therefore they are not sharing the same demand.

OVERALL DEMAND ANALYSIS				
	Market Analyst			
	HTC	Assisted		
Total Households in the Primary Market Area	47,290			
Potential Demand from the Primary Market Area	9,337			
10% External Demand	934			
Potential Demand from Other Sources	0			
GROSS DEMAND	10,271			
Subject Affordable Units	95			
Unstabilized Competitive Units	0			
RELEVANT SUPPLY	95			
Relevant Supply ÷ Gross Demand = GROSS CAPTURE RATE	0.9%			

Population:	General	Market Area:	Urban	Maximum Gross Capture Rate:	10%
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UNDERWRITING ANALYSIS of PMA DEMAND by AMGI BAND					
AMGI Band	Market Analyst				
	Demand	10% Ext	Subject Units	Comp Units	AMGI Band Capture Rate
30% AMGI	2,079	208	8	0	0.3%
50% AMGI	1,024	102	19	0	1.7%
60% AMGI	3,189	319	56	0	1.6%
80% AMGI	3,045	305	12	0	0.4%

Demand Analysis:

If we included the 87 competitive units that are located outside the Subject PMA, but share some census tracts, the GCR would be 1.8%. This is a worst case scenario as it includes the outside supply, but none of the additional demand from Mckee City Living's PMA.

Because the competitive units are located outside the Market Analyst's determined PMA, and Underwriter's worst case scenario test produced an acceptable Gross Capture Rate, Market Analyst's capture rates are used for analysis.

UNDERWRITING ANALYSIS of PMA DEMAND by UNIT TYPE					
Unit Type	Market Analyst				
	Demand	10% Ext	Subject Units	Comp Units	Unit Capture Rate
1 BR/30%	618	62	4	0	0.6%
1 BR/50%	532	53	11	0	1.9%
1 BR/60%	799	80	29	0	3.3%
1 BR/80%	1,070	107	6	0	0.5%
2 BR/30%	299	30	4	0	1.2%
2 BR/50%	224	22	8	0	3.2%
2 BR/60%	354	35	27	0	6.9%
2 BR/80%	467	47	6	0	1.2%

Market Analyst Comments:

Currently, there are four market rate projects in lease up totaling 1,267 units, ten projects under construction (nine market, one supportive housing) totaling 2,903 units, and four projects in planning (11 market, one affordable senior) totaling 4,520 units. (p.12)

The occupancy rate for the income restricted one bedrooms is 93.7%, for income restricted two bedrooms it is 100%. (p. 53)

The PMA could immediately absorb 1,161 units without falling below a stabilized occupancy of 93%. (p. 53)

The 2019 AnySite data also indicated the percentage of "overburdened" household that pay more than 30% of their annual income for rent. Within the subject's trade area, we see that 35.8% of all renter households are considered overburdened. (p.84)

Revisions to Market Study:	1
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OPERATING PRO FORMA

SUMMARY- AS UNDERWRITTEN (Applicant's Pro Forma)

NOI:	\$689,607	Avg. Rent:	\$992	Expense Ratio:	48.3%
Debt Service:	\$579,275	B/E Rent:	\$909	Controllable Expenses:	\$2,748
Net Cash Flow:	\$110,332	UW Occupancy:	92.5%	Property Taxes/Unit:	\$1,141
Aggregate DCR:	1.19	B/E Occupancy:	84.9%	Program Rent Year:	2021

Applicant has elected Income Averaging with a 58% property average. All restricted units are underwritten at maximum 2021 Program Rents. The remaining 24 units are unrestricted and projected to receive rent premiums of \$232 (one-bedroom) and \$356 (two-bedroom) over the 80% AMI units. These amounts represent \$300 and \$363 discounts to the achievable market rents reported by the Market Analyst.

If market units only receive the 80% rents, debt coverage drops to 1.06 times and the development would be infeasible. Market rent premiums of \$214 and \$338 are necessary to maintain feasibility (1.18 debt coverage with sufficient cash flow to repay the deferred Developer Fee within 15 years).

Average rent is \$84 above break-even rent. Project is underwritten at 9 units vacant; Break-even vacancy is 18 units.

Management fee is assumed at 4.81% by Applicant, who is working with a related-party property management company. If we assume standard 5% fee, there is no impact to DCR. Underwriter is using 5% in their calculation.

Controllable expenses are relatively low at \$2,748/unit. Applicant provided a detailed staffing plan to support their payroll expense.

Applicant's operating expenses of \$5,419/unit are within 5% of Underwriter's estimate of \$5,574/unit and considered reasonable. Expense ratio is 48.3%. Utility and WST expense assumptions are low due to the small site and Landlord only paying trash. Combined utility and WST assumption for Subject is \$480/unit, whereas comparable properties in the market average is \$549/unit. Applicant provided property insurance quote from provider to support this expense.

Deferred fee pays off in year 15; 15-year cash flow is \$87K.

Per Applicant, no plans for commercial retail space or a specific tenant have been determined. Underwriting does not assume any retail income.

Related-Party Property Management Company: Yes

Revisions to Rent Schedule: 2

Revisions to Annual Operating Expenses: 1

DEVELOPMENT COST EVALUATION

SUMMARY- AS UNDERWRITTEN (Applicant's Costs)					
Acquisition	\$8,058,797/ac	\$84,639/unit	\$10,072,000	Contractor Fee	\$2,410,273
Off-site + Site Work		\$13,375/unit	\$1,591,675	Soft Cost + Financing	\$3,530,483
Building Cost	\$140.48/sf	\$121,856/unit	\$14,500,897	Developer Fee	\$3,413,487
Contingency	5.99%	\$8,682/unit	\$1,033,174	Reserves	\$629,232
Podium Parking		\$8,176/unit	\$973,000	Retail Space	\$187,638
Total Development Cost		\$322,200/unit	\$38,341,859	Rehabilitation Cost	N/A
Qualified for 30% Basis Boost?		Not Qualified			

Acquisition:

Land cost is \$9.9M, which is \$84,639/unit or \$8M/acre. This land cost is very high per acre and very high per door even with the 96.4 unit/acre density. As comparison, Applicant's Scott Street Loft (#20603) land cost was \$2.4M/acre or \$29,476/unit which is more consistent with infill sites in central Houston. #20114 33000 Caroline Street is located in Midtown as well and paid \$5.98M/acre or \$47k/door.

Site Work:

Site work of \$10,406/unit includes on-site utilities (\$393K) and rough grading (\$244K). Applicant has allocated \$207K for on-site paving and \$139K for on-site concrete. Site work will also involve demolition. Site amenities of \$2,969/ unit consists of landscaping, pool and decking, and fencing.

Detention (\$208K) will be provided within an underground storage system underneath the parking garage that outflows to the existing public storm sewer system on McGowen Street. Per Applicant, design of detention complies with all governing requirements for the City of Houston.

Building Cost:

The Developer's #20603 Scott Street Lofts is located a little over a mile from the subject property and is a similar build with four levels of multifamily residential above a first level podium parking garage. Subject development will have five levels of residential above a first floor podium. Per Applicant, the extra level is a notable difference between the projects, yet per unit costs are not foreseen to be impacted significantly. Applicant notes that Scott Street Lofts required a back-up generator (~\$300K), which Caroline Lofts will not require. In addition, as a result of incorporating a non-profit general contractor structure, there is a tax-exemption for construction materials that equates to an estimated savings of \$600K-\$700K, which differentiates the project from Scott Street Lofts.

Applicant provided the final Construction Contract Schedule of Values for Scott Street Lofts, which indicate a building cost of \$135K/unit and \$156/sf, including the podium. Applicant's cost for Subject is \$121k/unit without the podium or \$130k/unit with it. Underwriter's estimate of \$132k/unit or \$152.24/sf is based on the confirmed contract cost for Scott Street with an assumed 5% increase for the extra residential level. Podium cost and retail costs are not included in Underwriter's \$132k/unit.

Contingency:

Applicant separated out soft cost contingency of \$50K. Underwriter wrapped this into total building cost contingency, bringing cost to ~6% which is still below 7% limit.

Ineligible Costs:

Retail building cost of \$187k has been excluded from eligible building cost.

Reserves:

Reserves equal 6 months of operating expenses and debt service.

Credit Allocation Supported by Costs:

Total Development Cost	Adjusted Eligible Cost	Credit Allocation Supported by Eligible Basis
\$38,341,859	\$26,546,939	\$847,717

Related-Party Contractor: Yes

Related-Party Cost Estimator: Yes

Revisions to Development Cost Schedule: 2

UNDERWRITTEN CAPITALIZATION

BOND RESERVATION			
Issuer	Amount	Reservation Date	Priority
TDHCA	\$20,000,000	1/11/2021	Priority 3
Closing Deadline		Bond Structure	
7/10/2021		Private Placement	

Percent of Cost Financed by Tax-Exempt Bonds **60.1%**

Comments:

The project will be financed with \$20M in tax-exempt bonds. TDHCA will issue the bonds and receive an on-going issuer fee of 10bps throughout loan term.

INTERIM SOURCES				
Funding Source	Description	Amount	Rate	LTC
Amegy Bank	Construction Loan	\$20,000,000	3.00%	54%
RCB Capital Markets	HTC	\$1,169,733	\$0.92	3%
City of Houston CDBG-DR Conduit	CDBG	\$16,052,432	0.00%	43%
		\$37,222,165	Total Sources	

PERMANENT SOURCES

Debt Source	PROPOSED				UNDERWRITTEN				
	Amount	Interest Rate	Amort	Term	Amount	Interest Rate	Amort	Term	LTC
Citi Bank	\$10,300,000	4.29%	35	18	\$10,300,000	4.29%	35	18	27%
City of Houston CDBG-DR Conduit	\$17,836,036	1.00%	0	40	\$17,836,036	1.00%	0	40	47%
Total	\$28,136,036				\$28,136,036				

Comments:

Amegy Bank will provide a \$20M Construction loan with interest only payments at a 3% interest rate. A \$10.3M tax-exempt permanent loan is being provided by Citi Bank with a 18-year term and a 35-year amortization schedule. Debt term sheet indicates an interest rate of 4.29% for the permanent loan.

The capital structure includes \$17.8M of federally sourced CDBG funds from the City of Houston. The loan will have a 42-year maturity and 1.00% interest-only payments subject to cash flow, with the principal forgiven at maturity. At the time of application the CDBG funding was recommended for approval. Applicant provided a Letter of Interest from the city and is awaiting revised term sheets.

The City of Houston term sheet states the CDBG funds will be forgiven at maturity. If federal funding is received directly by the Applicant and subsequently forgiven, it must be treated as a federal grant and deducted from eligible basis for housing tax credits. To establish the funding as bona fide debt, the CDBG funds will be granted from the City to a conduit lender, Urban Partnerships Community Development Corp. Urban Partnerships will in turn provide the funds to the Applicant in the form of a loan at 1% simple interest, with interest and principal due and payable on the Maturity Date (co-terminus with the City of Houston loan).

The Applicant's cost schedule includes \$26M of tax-credit eligible cost out of \$38M of total cost. \$11.79M of the CDBG funds can be applied to the cost not being paid for with housing tax credits. That leaves approximately \$6M of CDBG funds that must be determined to be valid debt to avoid impact to the credit basis.

The long-term pro forma based on 2% income growth and 3% expense growth indicates \$6.3M of cumulative cash flow through year 37, sufficient to repay the CDBG funds.

Equity & Deferred Fees	PROPOSED			UNDERWRITTEN			
	Amount	Rate	% Def	Amount	Rate	% TC	% Def
RCB Capital Markets	\$7,798,220	\$0.92		\$7,798,220	\$0.92	20%	
Sponsor Loan	\$700,860			\$0		0%	
Mark-Dana Corporation	\$1,706,743		50%	\$2,407,603		6%	71%
Total	\$10,205,823			\$10,205,823			
				\$38,341,859	Total Sources		

Credit Price Sensitivity based on current capital structure	
\$1.204	Maximum Credit Price before the Development is oversourced and allocation is limited
\$0.910	Minimum Credit Price below which the Development would be characterized as infeasible

Comments:

Sponsor Loan of \$700K as a funding commitment is being provided by Developer. Term sheet for Sponsor Loan indicates 2.16% interest rate and a 40-yr term. Per TDHCA rule §11.204(7)(C), regarding Owner Contributions, "Regardless of the amount, all capital contributions other than syndication equity will be deemed to be a part of, and therefore added to, the Deferred Developer Fee for feasibility purposes..." Therefore, while Applicant has included the Sponsor Loan as a separate source, the Underwriter has excluded it. The increased Deferred Developer Fee can be repaid within 15 years.

Equity is being provided by RBC Capital Markets at a \$0.92 credit price.

Revisions to Sources Schedule:	1
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CONCLUSIONS

Gap Analysis:	
Total Development Cost	\$38,341,859
Permanent Sources (debt + non-HTC equity)	\$28,136,036
Gap in Permanent Financing	\$10,205,823

Possible Tax Credit Allocations:	Equity Proceeds	Annual Credits
Determined by Eligible Basis	\$7,798,223	\$847,717
Needed to Balance Sources & Uses	\$10,205,823	\$1,109,439
Requested by Applicant	\$7,798,220	\$847,717

	RECOMMENDATION	
	Equity Proceeds	Annual Credits
Tax Credit Allocation	\$7,798,220	\$847,717

	Amount	Interest Rate	Amort	Term	Lien
TDHCA-Issued Bonds	\$20,000,000	4.29%	35	18	1

Deferred Developer Fee	\$2,407,603	(71% deferred)
Repayable in	15 years	

Comments:

The recommended allocation is \$847,717 in annual tax credits as requested by the Applicant.

Underwriter:	<u>Curtis Wilkins</u>
Manager of Real Estate Analysis:	<u>Jeanna Adams</u>
Director of Real Estate Analysis:	<u>Thomas Cavanagh</u>

UNIT MIX/RENT SCHEDULE
Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

LOCATION DATA	
CITY:	Houston
COUNTY:	Harris
Area Median Income	79,200
PROGRAM REGION:	6
PROGRAM RENT YEAR:	2021

UNIT DISTRIBUTION				
# Beds	# Units	% Total	Assisted	MDL
Eff	-	0.0%	0	0
1	65	54.6%	0	0
2	54	45.4%	0	0
3	-	0.0%	0	0
4	-	0.0%	0	0
5	-	0.0%	0	0
TOTAL				
	119	100.0%	-	-

58% Average Income		
Income	# Units	% Total
20	-	0.0%
30	8	6.7%
40	-	0.0%
50	19	16.0%
60	56	47.1%
70	-	0.0%
80	12	10.1%
R	24	20.2%
TOTAL		
	119	100.0%

Pro Forma ASSUMPTIONS	
Revenue Growth	2.00%
Expense Growth	3.00%
Basis Adjust	100%
Applicable Fraction	79.83%
APP % Acquisition	4.00%
APP % Construction	4.00%
Average Unit Size	867 sf

UNIT MIX / MONTHLY RENT SCHEDULE																			
HTC		UNIT MIX				APPLICABLE PROGRAM RENT			APPLICANT'S PRO FORMA RENTS				TDHCA PRO FORMA RENTS				MARKET RENTS		
Type	Gross Rent	# Units	# Beds	# Baths	NRA	Gross Rent	Utility Allow	Max Net Program Rent	Delta to Max	Rent psf	Net Rent per Unit	Total Monthly Rent	Total Monthly Rent	Rent per Unit	Rent psf	Delta to Max	Underwritten	Mrkt Analyst	
C 30	445	3	1	1	716	445	71	374	0	0.52	374	\$1,121	\$1,121	374	0.52	0	1,350	1.89	1,650
C 50	743	10	1	1	716	743	71	672	0	0.94	672	\$6,716	\$6,716	672	0.94	0	1,350	1.89	1,650
C 60	891	29	1	1	716	891	71	820	0	1.14	820	\$23,770	\$23,770	820	1.14	0	1,350	1.89	1,650
C 80	1,189	5	1	1	716	1,189	71	1,118	0	1.56	1,118	\$5,588	\$5,588	1,118	1.56	0	1,350	1.89	1,650
R		13	1	1	716	0	71		NA	1.89	1,350	\$17,550	\$17,550	1,350	1.89	NA	1,350	1.89	1,650
C 30	445	1	1	1	939	445	71	374	0	0.40	374	\$374	\$374	374	0.40	0	1,350	1.44	1,650
C 50	743	1	1	1	939	743	71	672	0	0.72	672	\$672	\$672	672	0.72	0	1,350	1.44	1,650
C 60	891	1	1	1	939	891	71	820	0	0.87	820	\$820	\$820	820	0.87	0	1,350	1.44	1,650
C 80	1,189	1	1	1	939	1,189	71	1,118	0	1.19	1,118	\$1,118	\$1,118	1,118	1.19	0	1,350	1.44	1,650
R		1	1	1	939	0	71		NA	1.44	1,350	\$1,350	\$1,350	1,350	1.44	NA	1,350	1.44	1,650
C 30	534	4	2	2	1,029	534	82	452	0	0.44	452	\$1,808	\$1,808	452	0.44	0	1,700	1.65	2,063
C 50	891	8	2	2	1,029	891	82	809	0	0.79	809	\$6,472	\$6,472	809	0.79	0	1,700	1.65	2,063
C 60	1,069	26	2	2	1,029	1,069	82	987	0	0.96	987	\$25,661	\$25,661	987	0.96	0	1,700	1.65	2,063
C 80	1,426	6	2	2	1,029	1,426	82	1,344	0	1.31	1,344	\$8,064	\$8,064	1,344	1.31	0	1,700	1.65	2,063
R		10	2	2	1,029	0	82		NA	1.65	1,700	\$17,000	\$17,000	1,700	1.65	NA	1,700	1.65	2,063
TOTALS/AVERAGES:		119			103,221				\$0	\$1.14	\$992	\$118,081	\$118,081	\$992	\$1.14	\$0	\$1,509	\$1.74	\$1,837

ANNUAL POTENTIAL GROSS RENT:	\$1,416,977	\$1,416,977
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STABILIZED PRO FORMA

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

STABILIZED FIRST YEAR PRO FORMA

	COMPARABLES		APPLICANT				TDHCA				VARIANCE	
	Database	County Comps	% EGI	Per SF	Per Unit	Amount	Amount	Per Unit	Per SF	% EGI	%	\$
POTENTIAL GROSS RENT			1.14	992		1,416,977	1,416,977	992	1.14		0.0	0
Other						25,704						
Total Secondary Income						25,704	25,704	18.00			0.0	0
POTENTIAL GROSS INCOME						1,442,681	1,442,681				0.0	0
Vacancy / Collection Loss				7.5		108,201	108,201	7.5			0.0	-
EFFECTIVE GROSS INCOME						1,334,480	1,334,480				0.0	0

General / Administrative	50,353	423 unit	48,824	410	3.26	0.42	366	43,500	48,824	410	0.47	3.66	-10.9	5,324
Management	50,128	4.5 E	47,016	395	4.81	0.62	540	64,209	66,724	561	0.65	5.00	-3.8	2,515
Payroll / Payroll Tax	161,122	1,354 unit	161,161	1,354	11.35	1.47	1,273	151,493	151,493	1,273	1.47	11.35	0.0	-
Repairs / Maintenance	87,829	738 unit	62,080	522	5.59	0.72	627	74,600	77,350	650	0.75	5.80	-3.6	2,750
Electric Gas	26,187	220 unit	20,232	170	1.87	0.24	210	25,000	20,232	170	0.20	1.52	23.6	4,768
Water, Sewer, Trash Tenant Pays: WS	74,698	628 unit	45,097	379	2.43	0.31	273	32,438	45,097	379	0.44	3.38	-28.1	12,660
Property Insurance	47,466	0.46 sf	49,450	416	4.75	0.61	533	63,427	63,427	533	0.61	4.75	0.0	-
Property Tax @ 100 @ 2.5175	93,487	786 unit	128,780	1,082	10.17	1.31	1,141	135,732	135,732	1,141	1.31	10.17	0.0	-
Reserve for Replacements				0	2.68	0.35	300	35,700	35,700	300	0.35	2.68	0.0	-
HCA Compliance fees @40 H/C unit				0	0.28	0.04	32	3,800	3,800	32	0.04	0.28	0.0	-
HCA Bond Compliance Fee				0	0.18	0.02	20	2,375	2,375	20	0.02	0.18	0.0	-
Bond Trustee Fees				0	0.37	0.05	42	5,000	5,000	42	0.05	0.37	0.0	-
HCA Compliance Fees				0	0.57	0.07	64	7,600	7,600	64	0.07	0.57	0.0	-
TOTAL EXPENSES					48.32%	\$6.25	\$5,419	\$644,873	\$663,354	\$5,574	\$6.43	49.71%	-2.8%	\$ (18,481)
NET OPERATING INCOME ("NOI")					51.68%	\$6.68	\$5,795	\$689,607	\$671,126	\$5,640	\$6.50	50.29%	2.8%	\$ 18,481

CONTROLLABLE EXPENSES							\$2,748/Unit					\$2,882/Unit		
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CAPITALIZATION / TOTAL DEVELOPMENT BUDGET / ITEMIZED BASIS

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

DEBT / GRANT SOURCES															
APPLICANT'S PROPOSED DEBT/GRANT STRUCTURE										AS UNDERWRITTEN DEBT/GRANT STRUCTURE					
DEBT (Must Pay)	Fee	Cumulative DCR		Pmt	Rate	Amort	Term	Principal	Principal	Term	Amort	Rate	Pmt	Cumulative	
		UW	App											DCR	LTC
Citi Bank	0.10	1.16	1.19	579,275	4.29	35	18	10,300,000	10,300,000	18	35	4.29	579,275	1.19	28.9
CASH FLOW DEBT / GRANTS															
City of Houston CDR Conduit		1.16	1.19		1.00	0	40	17,836,036	17,836,036	40	0	1.00		1.19	46.5
				\$579,275	TOTAL DEBT / GRANT SOURCES			\$28,136,036	\$28,136,036	TOTAL DEBT SERVICE			\$579,275	1.19	73.4
NET CASH FLOW		91,851	110,332					APPLICANT NET OPERATING INCOME		689,607	110,332	NET CASH FLOW			

EQUITY SOURCES											
APPLICANT'S PROPOSED EQUITY STRUCTURE						AS UNDERWRITTEN EQUITY STRUCTURE					
EQUITY / DEFERRED FEES	DESCRIPTION	% Cost	Annual Credit	Credit Price	Amount	Amount	Credit Price	Annual Credit	% Cost	Annual Credits per Unit	Allocation Method
Arkana Corp	Sponsor Loan	1.8			700,860	0			0.0		
Arkana Corporation	Deferred Developer Fees	4.5	50	Deferred	1,706,743	2,407,603	71	Deferred	6.3		Total Developer Fee: \$3,413,487
Additional Access Funds Rnd		0.0				0			0.0		
TOTAL EQUITY SOURCES		26.6			10,205,823	10,205,823			26.6		
TOTAL CAPITALIZATION						\$38,341,859	\$38,341,859	15-Yr Cash Flow after Deferred Fee:			\$87,438

DEVELOPMENT COST / ITEMIZED BASIS													
APPLICANT COST / BASIS ITEMS						TDHCA COST / BASIS ITEMS						COST VARIANCE	
Eligible Basis	Acquisition	New Const. Rehab	Total Costs			Total Costs			Eligible Basis		□	□	
								New Const. Rehab	Acquisition				
Land Acquisition			83,561	9,943,750	9,943,750	83,561					0.0	0	
Closing costs incl legal fees				128,250	128,250						0.0	0	
Off-Sites				0	0						0.0	0	
Site Work			1,192,672	10,406	1,238,336	1,238,336	10,406		1,192,672		0.0	0	
Site Amenities			353,339	2,969	353,339	353,339	2,969		353,339		0.0	0	
Retail Space 2,686 sf				1,577	187,638	187,638	1,577				0.0	0	
Podium Parking			973,000	8,176	973,000	973,000	8,176		973,000		0.0	0	
Building Cost			14,500,897	140.48	121,856	14,500,897	15,733,920	132,218	152.43	14,500,897	-7.8	1,233,023	
Contingency			1,033,174	6.07	5.99	1,033,174	1,033,174	5.59	6.07	1,033,174	0.0	0	
Contractor Fees			2,410,273	13.35	13.18	2,410,273	2,410,273	12.35	13.35	2,410,273	0.0	0	
Soft Costs	0		1,153,217		9,691	1,153,217	1,153,217		9,691	1,153,217	0	0	
Financing	0		1,516,880		19,977	2,377,266	2,377,266		19,977	1,516,880	0	0	
Developer Fee	0		3,413,487	14.76	14.61	3,413,487	3,413,487	13.88	14.76	3,413,487	0	0	
Reserves					6	629,232	621,315		6		1.3	7,917	
TOTAL HOUSING DEVELOPMENT COST (UNADJUSTED BASIS)			\$0	\$26,546,939		\$322,200	\$38,341,859	\$39,566,964	\$332,495	\$26,546,939	\$0	-3.1%	(\$1,225,105)
Acquisition Cost	0												
Contingency													
Contractor's Fee													
Financing Cost													
Developer Fee	0												
Reserves													
ADJUSTED BASIS / COST			\$0	\$26,546,939		\$322,200	\$38,341,859	\$39,566,964	\$332,495	\$26,546,939	\$0	-3.1%	(\$1,225,105)
TOTAL HOUSING DEVELOPMENT COSTS (Applicant's Uses are within 5% of TDHCA Estimate):							\$38,341,859						

CAPITALIZATION / DEVELOPMENT COST BUDGET / ITEMIZED BASIS ITEMS
Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

CREDIT CALCULATION ON QUALIFIED BASIS				
	Applicant		TDHCA	
	Acquisition	Construction Rehabilitation	Acquisition	Construction Rehabilitation
ADJUSTED BASIS	0	26,546,939	0	26,546,939
Reduction of Federal Grants	0	0	0	0
TOTAL ELIGIBLE BASIS	0	26,546,939	0	26,546,939
High Cost Area Adjustment		100		100
TOTAL ADJUSTED BASIS	0	26,546,939	0	26,546,939
Applicable Fraction	79.83	79.83	79.83	79.83
TOTAL QUALIFIED BASIS	0	21,192,934	0	21,192,934
Applicable Percentage	4.00	4.00	4.00	4.00
ANNUAL CREDIT ON BASIS	0	847,717	0	847,717
CREDITS ON QUALIFIED BASIS		847,717		847,717

	ANNUAL CREDIT CALCULATION BASE ON APPLICANT BASIS		FINAL ANNUAL LIHTC ALLOCATION		
	Annual Credits	Proceeds	Credit Price \$0.9199	Variance to Request	
Method	Annual Credits	Proceeds	Credit Allocation	Credits	Proceeds
Eligible Basis	847,717	7,798,223	----	----	----
Needed to Fill Gap	1,109,439	10,205,823	----	----	----
Applicant Request	847,717	7,798,220	\$847,717	\$0	\$0

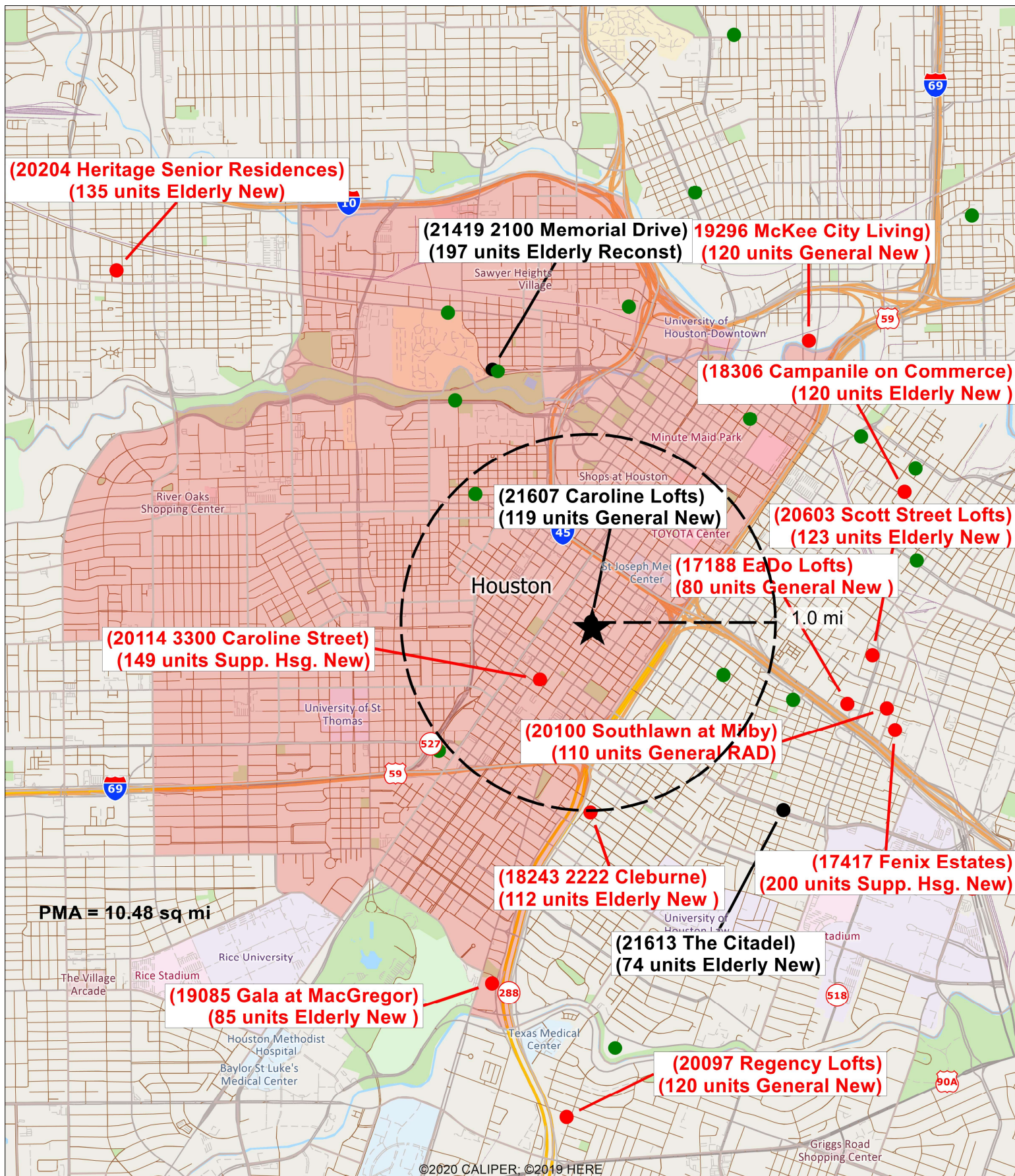
50% Test for Bond Financing for 4% Tax Credits					
Tax-Exempt Bond Amount	\$20,000,000		Percent Financed by Tax-Exempt Bonds	Applicant	TDHCA
	Applicant	TDHCA			
Land Cost	9,943,750	9,943,750		60.1%	58.0%
Depreciable Bldg Cost	23,321,090	24,554,113			
Aggregate Basis for 50% Test	\$33,264,840	\$34,497,863	amount aggregate basis can increase before 50% test fails	6,735,160 20.2%	5,502,137 15.9%

Long-Term Pro Forma

Caroline Lofts, Houston, TDHCA Bonds/4% HTC #21607

Month Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Year 25	Year 30	Year 35	
EFFEIVE RESS INCE	2.00	1,334,480	1,361,170	1,388,393	1,416,161	1,444,484	1,594,827	1,760,818	1,944,086	2,146,428	2,369,830	2,616,483
TOTAL EENSES	3.00	644,873	663,578	682,830	702,647	723,045	834,371	963,029	1,111,739	1,283,647	1,482,399	1,712,213
NET OPERATING INCOME ("NOI")		\$689,607	\$697,592	\$705,563	\$713,514	\$721,439	\$760,456	\$797,789	\$832,347	\$862,780	\$887,431	\$904,270
EENSE INCE RA		48.3	48.8	49.2	49.6	50.1	52.3	54.7	57.2	59.8	62.6	65.4
MUST -PAY DEBT SERVICE												
TOTAL DE SERVICE		579,275	579,145	579,010	578,869	578,722	577,882	576,842	575,553	573,957	571,980	569,531
ECEVERA E RA		1.19	1.20	1.22	1.23	1.25	1.32	1.38	1.45	1.50	1.55	1.59
ANNUAL CASH FLOW		\$110,332	\$118,447	\$126,553	\$134,645	\$142,718	\$182,574	\$220,947	\$256,793	\$288,823	\$315,450	\$334,739
ferred eveloper ee alance		2,297,271	2,178,825	2,052,272	1,917,626	1,774,908	941,337	0	0	0	0	0
CUMULATIVE NET CASH FLOW		0	0	0	0	0	0	87,438	1,300,960	2,682,835	4,209,352	5,847,842

21607 Caroline Lofts PMA MAP



Disclaimer: This map is not a survey. Boundaries, distance and scale are approximate only.

8h

BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Presentation, discussion and possible action on timely filed appeal under the Department's Multifamily Program Rules for Application 21128 Fisher Street Apartments, Houston

RECOMMENDED ACTION

WHEREAS, Competitive Housing Tax Credit (HTC) Application 21128 Fisher Street Apartments, was submitted to the Department by the Full Application Delivery Date;

WHEREAS, a notification of scoring adjustment was provided to the Applicant identifying points that the Applicant elected but that staff determined the Application did not qualify to receive under 10 TAC §11.9(d)(5), related to Community Support from State Representative;

WHEREAS, the Applicant timely filed an appeal; and

WHEREAS, the Executive Director denied the appeal;

NOW, therefore, it is hereby

RESOLVED, that the scoring appeal for 21128 Fisher Street Apartments is hereby denied.

BACKGROUND

Scoring criteria used in evaluating and ranking Applications, related to Competitive HTC Selection Criteria, is found in 10 TAC §11.9. It includes those items required under Tex. Gov't Code, Chapter 2306, §42 of the Internal Revenue Code (the Code), and other criteria established in a manner consistent with Chapter 2306 and §42 of the Code.

The Application proposes the New Construction of 60 Units for the General population in Houston, of which 54 will be restricted and six will be market rate.

Staff received a letter from State Representative Penny Morales Shaw dated March 8, 2021. Upon review, staff determined the letter expressed neutrality toward the Application. Staff issued a Notice of Scoring Adjustment, revising the Application to indicate zero points under both 10 TAC §§11.9(d)(5)(A) and (B) related to Community Support from State Representative. The Applicant timely appealed the Notice and the Executive Director denied the appeal.

Under 10 TAC §11.9(d)(5)(a), Developments may receive up to eight points for letters that express support, zero points for neutral statements, or have deducted up to eight points for express opposition from the State Representative.

According to the appeal, conversations between the Applicant and Representative led the Applicant to believe the Representative intended to remain neutral in the Application scoring process. The appeal refers to the Representative's letter as an indicator of this neutrality with regard to scoring, stating, "her letter specifically says her desire is to remain outside the decision making process". However, the letter itself actually states:

Please accept this letter expressing my neutrality regarding the SBP USA request...
and
...I am afforded the option to draft an opposition letter, support letter, or remain neutral.

Staff determined the letter does not align with the requirement under 10 TAC §11.9(d)(5)(B), which mandates that,

"no written statement can be received for an Application from the State Representative...unless the sole content of the written statement is to convey to the Department that no written statement of support, neutrality, or opposition will be provided by the State Representative for a particular Development."

Tex. Gov't Code §2306.6710(f)(3) further mandates "zero points for neutral statements received."

Contrary to the appeal, staff determined that the Representative's letter provided an assessment of views from her constituents that included both support and opposition. Accordingly, rather than express support or opposition (or refrain from making a statement altogether), the Representative expressly stated her position of neutrality regarding the Application. Accordingly, the Executive Director reaffirmed staff's determination that the letter received from State Representative Penny Morales Shaw expressed neutrality toward the Application. The Notice of Scoring Adjustment revising the Application score to indicate zero points under both 10 TAC §11.9(d)(5)(A) and (B) was affirmed accordingly.

The Applicant timely appealed to the Board. Staff recommends the Board deny the appeal, due to the meaning expressed in the Representative's letter.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

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GOVERNOR

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May 4, 2021

Writer's direct dial: 512/475-1676
Email: marni.holloway@tdhca.state.tx.us

Sarah Anderson
S. Anderson Consulting
1305 E. 6th, Ste. 12
Austin, TX 78702

RE: APPEAL RESPONSE FOR 2021 HOUSING TAX CREDIT APPLICATION 21128
FISHER STREET APARTMENTS

Dear Ms. Anderson:

The Texas Department of Housing and Community Affairs (the Department) received your appeal dated April 20, 2021 for the application indicated above. Staff had determined that the letter received from State Representative Penny Morales Shaw expressed neutrality toward the Application and issued a Notice of Scoring Adjustment revising the Application score to indicate zero points under both 10 TAC §§11.9(d)(5)(A) and (B), subject to your ability to appeal. For the reasons discussed in this letter, I am reaffirming the Staff determination and denying your appeal.

According to the appeal, conversations between the Applicant and Representative led the Applicant to believe the Representative intended to remain neutral in the Application scoring process. The appeal refers to the Representative's letter as an indicator of this neutrality with regard to scoring, stating, "her letter specifically says her desire is to remain outside the decision making process". However, the letter itself actually states:

Please accept this letter expressing my neutrality regarding the SBP USA request...
and
...I am afforded the option to draft an opposition letter, support letter, or remain neutral.

The letter does not align with the requirement under 10 TAC §11.9(d)(5)(B), which mandates that,

"no written statement can be received for an Application from the State Representative...unless the sole content of the written statement is to convey to the Department that no written



statement of support, neutrality, or opposition will be provided by the State Representative for a particular Development.”

Tex. Gov't Code §2306.6710(f)(3) mandates “zero points for neutral statements received.”

Contrary to the appeal, a letter was provided that reflected an assessment of the views of the Representative's constituents. Moreover, rather than express support or opposition (or refrain from making a statement altogether), the Representative expressly stated her position of neutrality regarding the Application. Accordingly, I find staff was correct in determining that the letter received from State Representative Penny Morales Shaw expressed neutrality toward the Application. The Notice of Scoring Adjustment revising the Application score to indicate zero points under both 10 TAC §11.9(d)(5)(A) and (B) is hereby affirmed and your appeal is denied.

If you are not satisfied with this decision, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the QAP for full instruction on the appeals process. Please note that §11.902(f) of the QAP and Tex. Gov't Code §2306.6715(c) limit Board review of an Application on appeal to the original Application and those documents contained within the Application.

If you have any questions or require further information, please contact Alena R. Morgan, Competitive Tax Credit Program Administrator, at alena.morgan@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

A handwritten signature in blue ink that reads "Bobby Wilkinson II". The signature is written in a cursive style with a double underline at the end.

Bobby Wilkinson
Executive Director

April 20, 2021

Alena Morgan
HTC Administrator
221 East 11th Street
Austin, TX 78711-3941

Re: Notice of Scoring Adjustment for #21128, Fisher Street Apartments

Ms. Morgan,

Please consider this a formal appeal to the staff determination that the letter received from State Representative Penny Morales Shaw expressed neutrality toward the Application for TDHCA #21128, Fisher Street Apartments.

Per our conversations with the Representative, it was our understanding that she intended to remain neutral in the process for scoring purposes. Because her letter specifically says her desire is to remain outside of the decision making process, we would ask that TDHCA confirm directly with Rep. Shaw whether the intent of the letter was to 1) express neutrality toward the specific development (with te subsequent zero points), or 2) was to convey to the Department that she was neutral to the process and not expressing an opinion toward the development itself (thus allowing the development to get 8 points and allowing the application to proceed in the process).

In essence we are unsure whether the statement of neutrality is for the process or specific Application. If Rep. Shaw's intent was to be neutral to the process, rather than the development we ask that TDHCA reconsider the scoring assigned to this item.

We appreciate your looking into this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Anderson".

Sarah Anderson
S. Anderson Consulting
512-554-4721

STATE of TEXAS
HOUSE of REPRESENTATIVES



PENNY MORALES SHAW

STATE REPRESENTATIVE • DISTRICT 148

March 8, 2021

Mr. Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

**RE: 2021 Application to the Texas Department of Housing and Community Affairs
for an Allocation of Low-Income Housing Tax Credits to Fisher Street Apartments
in Houston, Texas, TDHCA Application #21128**

Delivered electronically

Dear Mr. Wilkinson,

Please accept this letter expressing my neutrality regarding the SBP USA request to allocate tax credits from the Texas Department of Housing and Community Affairs to the Fisher Street Apartments, TDHCA Application #21128.

As a state representative who has a limited role in the process by which developers seek 9% tax credits that originate from the U.S. Department of Housing and Urban Development and then pass through the Texas Department of Housing and Community Affairs, I am afforded the option to draft an opposition letter, support letter, or remain neutral.

At the present time, studies are outstanding that could help give a better understanding and more complete picture of the impact that this particular development may have on the Garden Oaks neighborhood. Having heard from both opponents and proponents -- specifically neighbors living nearby, senior citizens, and longtime residents of the area enthusiastic about the possibility to be able to remain in the neighborhood affordably -- I have concluded that this project will bring options to some who feel that they are being priced out of the area, while also resulting in some valid concerns from others. It is for this reason that I will refrain from issuing a letter of support, and remain neutral in the decision-making process on this particular proposed development.

STATE of TEXAS
HOUSE of REPRESENTATIVES



PENNY MORALES SHAW

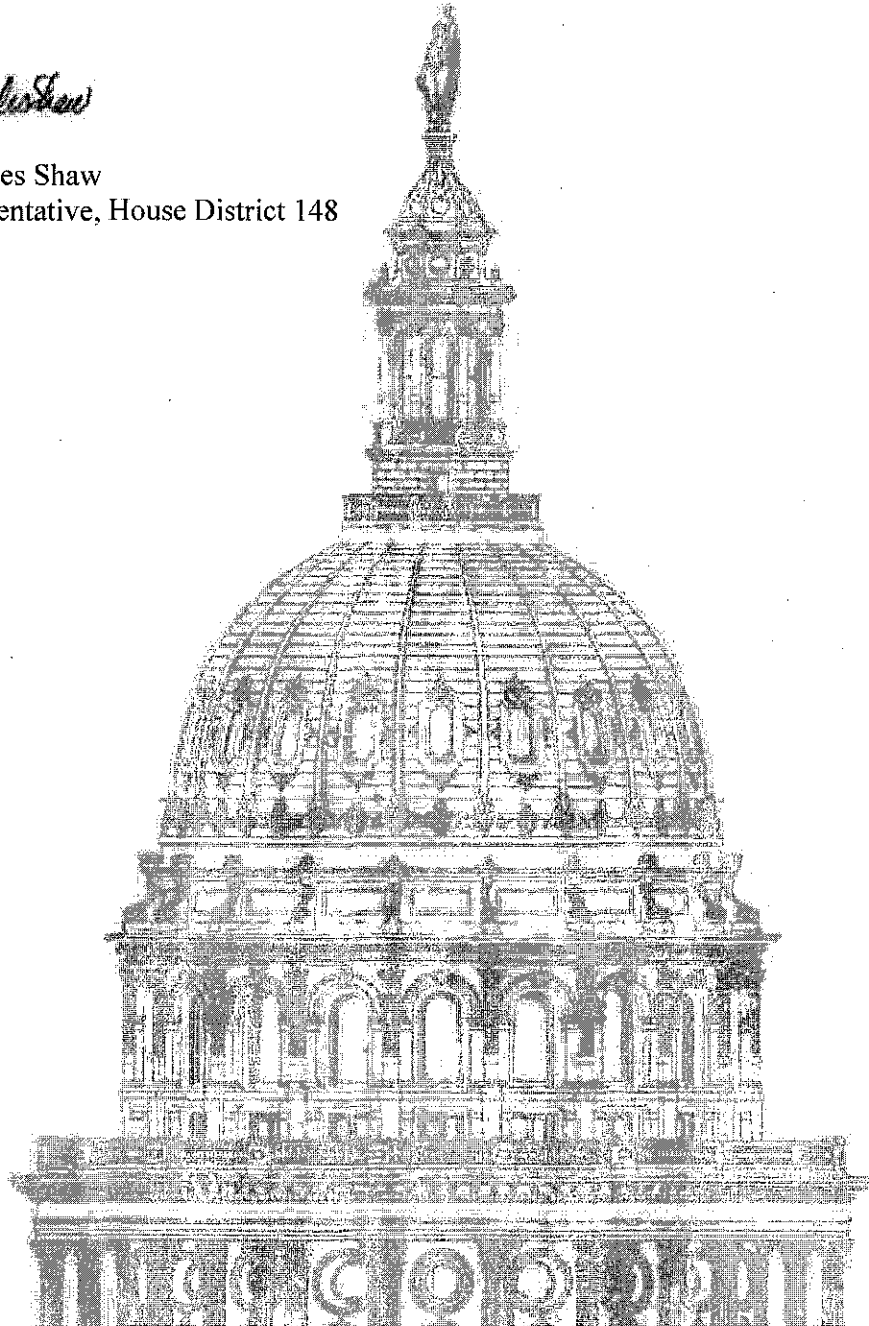
STATE REPRESENTATIVE • DISTRICT 148

If you have questions regarding my position on this proposed development, please contact me at Penny.MoralesShaw@house.texas.gov, or call my Capitol office at (512) 463-0620.

Sincerely,

A handwritten signature in cursive script that reads "Penny Morales Shaw".

Penny Morales Shaw
State Representative, House District 148





TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

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Leslie Bingham, *Vice Chair*
Brandon Batch, *Member*
Paul A. Braden, *Member*
Ajay Thomas, *Member*
Sharon Thomason, *Member*

April 13, 2020

Writer's direct dial: (512) 936-7834
Email: alena.morgan@tdhca.state.tx.us

Lauren Avioli
SBP Fisher St., LLC
1420 N Sam Houston Pkwy E #190
Houston, TX 77032

RE: NOTICE OF SCORING ADJUSTMENT: 21128, FISHER STREET APARTMENTS

Dear Ms. Avioli:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of the Application named above. Upon review, staff determined that the letter received from State Representative Penny Morales Shaw expresses neutrality toward the Application. Accordingly, the Application score will be revised to indicate zero points under both 10 TAC §11.9(d)(5)(A) and (5)(B), subject to your ability to appeal.

An appeals process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in §11.902 of the QAP. If you wish to appeal this decision to the Executive Director, the appeal must be filed, in writing, with the Department not later than seven (7) calendar days after the date of this notification. Please review §11.902 of the QAP for full instruction on the appeals process. Please note that §11.902(f) of the QAP and Tex. Gov't Code §2306.6715(c) limit Board review of an Application on appeal to the original Application and those documents contained within the Application.

If you have questions or require further information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Alena R. Morgan".

Alena R. Morgan, JD
Competitive HTC Administrator



STATE of TEXAS
HOUSE of REPRESENTATIVES



PENNY MORALES SHAW

STATE REPRESENTATIVE • DISTRICT 148

March 8, 2021

Mr. Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

**RE: 2021 Application to the Texas Department of Housing and Community Affairs
for an Allocation of Low-Income Housing Tax Credits to Fisher Street Apartments
in Houston, Texas, TDHCA Application #21128**

Delivered electronically

Dear Mr. Wilkinson,

Please accept this letter expressing my neutrality regarding the SBP USA request to allocate tax credits from the Texas Department of Housing and Community Affairs to the Fisher Street Apartments, TDHCA Application #21128.

As a state representative who has a limited role in the process by which developers seek 9% tax credits that originate from the U.S. Department of Housing and Urban Development and then pass through the Texas Department of Housing and Community Affairs, I am afforded the option to draft an opposition letter, support letter, or remain neutral.

At the present time, studies are outstanding that could help give a better understanding and more complete picture of the impact that this particular development may have on the Garden Oaks neighborhood. Having heard from both opponents and proponents -- specifically neighbors living nearby, senior citizens, and longtime residents of the area enthusiastic about the possibility to be able to remain in the neighborhood affordably -- I have concluded that this project will bring options to some who feel that they are being priced out of the area, while also resulting in some valid concerns from others. It is for this reason that I will refrain from issuing a letter of support, and remain neutral in the decision-making process on this particular proposed development.

STATE *of* TEXAS
HOUSE *of* REPRESENTATIVES



PENNY MORALES SHAW

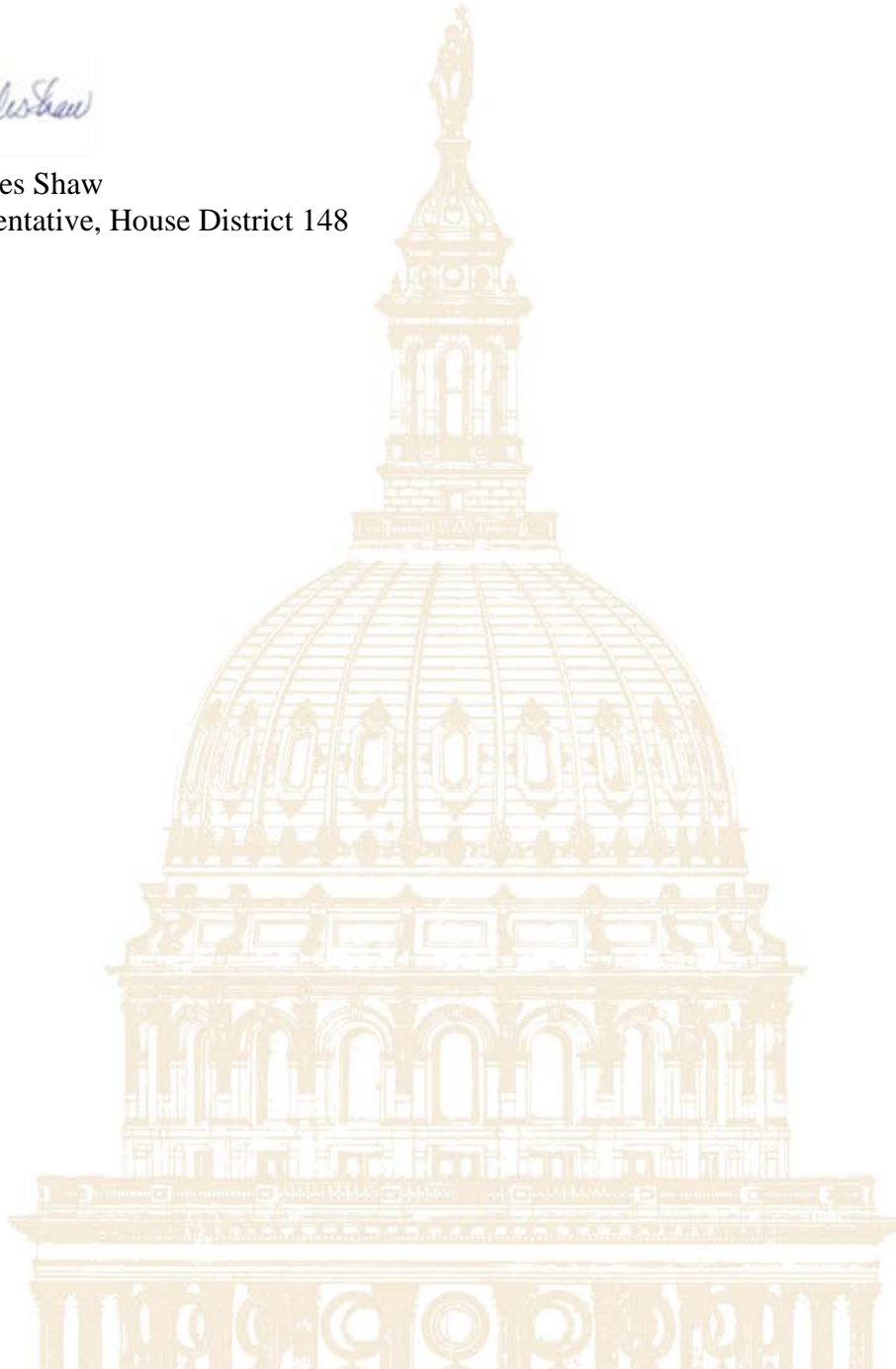
STATE REPRESENTATIVE • DISTRICT 148

If you have questions regarding my position on this proposed development, please contact me at Penny.MoralesShaw@house.texas.gov, or call my Capitol office at (512) 463-0620.

Sincerely,

A handwritten signature in blue ink that reads "Penny Morales Shaw".

Penny Morales Shaw
State Representative, House District 148



8i

BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Presentation, discussion and potential action of a waiver of requirements under 10 TAC 11.8(b)(2)(B) of the 2021 Qualified Allocation Plan (QAP) related to Notification Recipients

RECOMMENDED ACTION

WHEREAS, the Governor approved the 2021 Qualified Allocation Plan (QAP) on or before December 1, 2020, with certain revisions to 10 TAC §11.8(b)(2)(B) related to mailing address requirements for Notification Recipients in Pre-Application submissions;

WHEREAS, the revision requires that accurate mailing addresses be submitted in the Pre-Application; and that if not provided and thus identified as an error, failure to cure such an error timely is considered grounds for denial of points and termination of the Pre-Application;

WHEREAS, there are instances of such an error in a significant portion of 2021 Pre-Application submissions, due to the lack of a prompt in the Application to provide the information in the Pre-Application form;

WHEREAS, it is not possible for staff to request remedies of such errors via the Administrative Deficiency process as failure to provide threshold documentation is generally considered a Material Deficiency;

WHEREAS, amendment to the 2021 QAP in order to allow the errors to be corrected or otherwise address the issue is not possible, therefore a waiver of 10 TAC §11.8(b)(2)(B) is necessary; and

WHEREAS, staff recommends waiving the 10 TAC §11.8(b)(2)(B) requirement that accurate mailing addresses for Notification Recipients be provided in the Pre-Application submission by the date originally required to be submitted;

NOW, therefore, it is hereby

RESOLVED, that the sentence in 10 TAC §11.8(b)(2)(B) that requires accurate mailing addresses for Notification Recipients be submitted in the Pre-Application is hereby waived for all 2021 Applications.

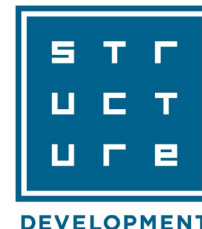
BACKGROUND

The TDHCA Governing Board approved the final 2021 QAP at its meeting of November 5, 2020, for transmission to the Governor as required by Tex. Gov't Code §2306.6724. Deadlines for Allocation of Low Income Housing Tax Credits. The QAP includes the following requirements at 10 TAC §11.8(b)(2)(B):

(B) Notification Recipients. No later than the date the pre-application is submitted, notification must be sent to all of the entities prescribed in clauses (i) - (viii) of this subparagraph. Developments located in an ETJ of a municipality are required to notify both municipal and county officials. The notifications may be sent by e-mail, fax or mail with registered return receipt or similar tracking mechanism in the format included in the Public Notification Template provided in the Uniform [2021] Multifamily Application Template or in an alternative format that meets the applicable requirements and achieves the intended purpose. The Applicant is required to retain proof of delivery in the even the Department requests proof of notification. Acceptable evidence of such delivery is demonstrated by signed receipt for mail or courier delivery and confirmation of delivery for fax and e-mail. **Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.** Officials to be notified are those officials in office at the time the pre-application is submitted. Between the time of pre-application (if made) and full Application, the boundaries of an official's jurisdictions may change. If there is a change in jurisdiction between pre-application and the Full Application Delivery Date, additional notifications must be made at full Application to any entity that has not been previously notified by the Applicant. Meetings and discussions do not constitute notification. Only a timely and compliant written notification to the correct entity constitutes notification. (emphasis added)

The date the accurate mailing addresses were required to be submitted was January 8, 2021, the Pre-Application Final Delivery Date under 10 TAC §11.2(a) related to Competitive HTC Deadlines. Prior to the release of the 2021 Pre-Application submission form, staff had not updated it to include a provision for mailing addresses to be listed for all Notification Recipients; thus, making it difficult for Applicants to know how to meet the rule requirement or otherwise resolve the matter through the Administrative Deficiency process. As detailed in the response to an Administrative Deficiency issued with regard to this issue, an Applicant has provided documentation that an estimated 234 Pre-Applications of the total 276 submissions did not adhere to this new requirement under the 2021 QAP. Due to the timing requirements in Tex. Gov't Code §2306.6724, amendment of the QAP is not an available solution.

Waiver of the sentence that requires Applicants to provide accurate mailing addresses in the Pre-Application provides fairness for Applicants, and allows staff to address the issue through the administrative deficiency process as described at 10 TAC §11.201(7) if necessary, without multiple individual waiver requests. The necessary change will be made to the 2022 Pre-Application Template so that the threshold requirement will be easily met, and additional waivers will not be required.



May 19, 2021

Mr. Matthew Griego
Multifamily Policy Research Specialist
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: Serve-U ftp upload site and matthew.griego@tdhca.state.tx.us

Re: Deficiency Response – Reserve at Palestine, Palestine, TX Application #21054

Dear Mr. Griego:

Please see the following response and associated attachments regarding the deficiency for HTC application #21054, Reserve at Palestine, dated May 13, 2021.

The request states the Applicant failed to provide accurate mailing addresses for Notification Recipients in the Pre-Application.

- 1. Provide evidence that accurate mailing addresses for Notification Recipients were submitted with the Pre-Application per 10 TAC §11.8(b)(2)(B) relating to Notification Recipients.*

Unfortunately, we cannot provide evidence for something we did not do. However, we believe this omission should be considered a curable deficiency for numerous reasons. The Pre-Application did not require or ask for mailing addresses. As provided by the Pre-Application guiding documents, the Applicant populated all the fields on the Pre-Application form (including the school district mailing address) and retained proof of notification delivery. Additionally, the Applicant provided mailing addresses of notified parties with the Full Application.

It is important that the Department understand that only 42 out of 276, or 15%, of the Pre-Applications submitted on January 8, 2021 uploaded mailing addresses of the notification recipients at Pre-Application. Of the 42, 40 came through one consulting firm. As there was no designated place for the list, the 15% that uploaded mailing addresses utilized the Other Pertinent Information uploads section earmarked for miscellaneous pertinent details unique to the development, such as “additional Census Tract/Site Control documents, Staff Determinations, narrative, etc”. At Full Application, due March 1, 2020, only 19 out of 127 (15%) Applicants had uploaded the mailing addresses at Pre-Application. The Chart below shows these facts in greater detail.

	Number of Pre-Applications	Percentage	Number of Full Applications	Percentage
Did not include mailing addresses with pre-application	234	85%	108	85%
Included mailing addresses with pre-application	42	15%	19	15%
TOTAL	276	100%	127	100%

For a full log of Pre-Applications and Full Applications detailing this information by application, see the attached documentation.

I respectfully ask that you consider the large number of applications that should be issued a deficiency for this item, or face losing pre application points, assuming the Department finds this to be a material omission. I also request that you consider the following facts when evaluating this response.

- The Pre-Application form did not ask for mailing addresses nor did it have space to enter those addresses.
- The detailed step-by-step Applications Procedures Manual did not ask for mailing addresses (but did explicitly mention the attachments required for all applications such as site control and the census tract map.) See attached excerpt.
- The 2021 Competitive HTC Pre Application Submission System Instructions PDF did not explicitly ask for mailing addresses. See attached excerpt.
- The submission of mailing addresses for notification recipients is not statutory.
- It is our understanding that the Department does not use notification addresses for any purpose, such as sending out additional notifications and that it is the burden of the Applicant to retain proof of such notifications.
- We did provide addresses at Full Application and we did properly notify the required parties and retained proof of all notifications, which can be provided upon request.
- If the Pre Application had been reviewed, the Department would likely have issued an administrative deficiency which could have been easily cured within the 5-day period.
- The lack of mailing addresses in no way requires a “*substantial reassessment or re-evaluation of the Application or pre-application*” per the QAP 11.1(d)(2) and could easily be viewed as an administrative deficiency.
- If the Department would like to issue such a deficiency, the addresses can be provided promptly.

Please understand that we strive to always give the Department what it wants and requires to evaluate our applications, even when it may be redundant. As an example, we provided certifications within the application *and* separately uploaded a certification packet because one of my colleagues interpreted the Department’s guidance this way.

Mr. Matthew Griego
May 19, 2021

I respectfully request that TDHCA does not penalize this application, or the other 85% of Applicants that also missed this minor modification of the QAP that was not replicated in the Pre-Application or the Pre-Application guidance documents. We understand that this was likely an oversight on the part of the Department, however, we do not believe it warrants altering 85% of the 2021 Applications.

As always, please let me know if you have any further questions. I can be reached at (832) 419-1796 or anjelica@structuretexas.com.

Sincerely,

A handwritten signature in black ink that reads "Anjelica Rivas". The signature is written in a cursive, flowing style.

Anjelica Rivas
Consultant to the Project

Applications that did not submit mailing addresses with pre-application

234 out of 276 pre-applications did not submit mailing addresses

DID NOT SUBMIT MAILING ADDRESSES WITH PREAPP

	Applications ID	Development Name	Region	Contact 1	Contact 2	Submitted Full Application
1	21220	Longview Square	4	Miranda Sprague	Tamea Dula	Yes
2	21312	SavannahPark of Keene	3	Shawn Smith	Corey Farmer	Yes
3	21175	Wells Manor	4	Devin Baker	Rebecca Armer	Yes
4	21164	Town Oaks Apartments	9	Dennis Hoover	Joel Cortez	Yes
5	21185	Weslaco Village	11	Bradford McMurray	Cindy Marquez	Yes
6	21228	El Jardin	11	Carla Mancha	Miguel Herrera	Yes
7	21017	Hughes House	3	Mary-Margaret Lemons	Monique Chavoya	Yes
8	21018	Pathways at Rosewood Courts East	7	Suzanne Schwertner	Will Henderson	Yes
9	21206	Woodcrest	12	Melissa Fisher	Bill Fisher	Yes
10	21038	Houston 150 Bayou Apartments	6	Mark Rogers	Rene Campos	Yes
11	21157	Katy Manor Apartments	6	Melissa Baughman	Jamie Fieser	Yes
12	21151	Colorado City Apartments	2	Murray Calhoun	Jay Rabalais	Yes
13	21150	Big Lake Seniors Apartments	12	Murray Calhoun	Jay Rabalais	Yes
14	21058	Evening Star Apartments	6	Tracey Fine	Eric Walker	Yes
15	21159	Park Place Apartments	6	Melissa Baughman	Jamie Fieser	Yes
16	21148	William Booth Apartments	6	Tracey Fine	Eric Walker	Yes
17	21176	Mill Run	4	Devin Baker	Rebecca Armer	Yes
18	21156	Bayshore Manor and Bay View Apartments	6	Melissa Baughman	Jamie Fieser	Yes
19	21311	SavannahPark of Crosbyton	1	Shawb Smith	Corey Farmer	Yes
20	21051	Canyon Lofts	1	Daniel Sailler	Jacob Mooney	Yes
21	21112	Summer Village	1	Brian Kimes	Jim Markel	Yes
22	21235	Inn Town Lofts	1	Matthew Rieger	Valentin DeLeon	Yes
23	21116	Sweetwater Station	2	Brian Kimes	Jim Markel	Yes
24	21040	Burkburnett Royal Garden	2	Noor Jooma	Lingya Zhao	Yes
25	21030	Abilene Pioneer Crossing	2	Noor Jooma	Lora Myrick	Yes
26	21158	Juniper Pointe Apartments	3	Jeff Beckler	Jamie McDonald	Yes
27	21145	Mariposa Apartment Homes at Communications Parkway	3	Stuart Shaw	Casey Bump	Yes
28	21149	Residences at Alpha	3	Gary Lacey	Christian Garcia	Yes

Applications that did not submit mailing addresses with pre-application

29	21202	Residences at Butler	3	Gary Lacey	Christian Garcia	Yes
30	21015	Embree Eastside	3	Tom Huth	Sara Reidy	Yes
31	21136	Oaklawn Place	3	Victor Smeltz	Cece Cox	Yes
32	21243	Metro Lofts	3	Matthew Rieger	Valentin DeLeon	Yes
33	21144	Mariposa Apartment Homes at Plano Parkway	3	Stuart Shaw	Casey Bump	Yes
34	21139	Cypress Creek Apartment Homes at Forest Lane	3	Stuart Shaw	Casey Bump	Yes
35	21208	Parmore Jupiter Road	3	Payton Mayes	Ryan Combs	Yes
36	21093	Parkside on Carrier	3	Brian Kimes	Jeff Markel	Yes
37	21007	Retta Street Lofts	3	Eleanor M. Fanning	Matt Higgins	Yes
38	21053	Reserve at Shiloh	3	Brian McGeady	Darren Smith	Yes
39	21181	The Heights at MacArthur	3	Adrian Iglesias	Chris Applequist	Yes
40	21004	Skyline at Cedar Crest	3	Eleanor M. Fanning	Matt Higgins	Yes
41	21061	Magnolia Lofts	3	Jason Arechiga	Max Whipple	Yes
42	21286	Blue Sky at Hawks Creek	3	Scott Macdonald	Lisa Rucker	Yes
43	21215	Torrington Silver Creek	3	Payton Mayes	Ryan Combs	Yes
44	21263	Crossroads Apartments	3	Don Shisler	Ellen Rourke	Yes
45	21291	The Legacy in Denton	3	Jack Traeger	Melissa Fisher	Yes
46	21054	Reserve at Palestine	4	Brian McGeady	Darren Smith	Yes
47	21254	Tenninson Road Housing	4	Emanuel Glockzin	Betsy Brown	Yes
48	21258	Mt. Pleasant Senior	4	Emanuel Glockzin	Betsy Brown	Yes
49	21055	Reserve at Jacksonville	4	Brian McGeady	Darren Smith	Yes
50	21092	Scenic Park Apartments	4	Jeff Beckler	Jamie McDonald	Yes
51	21095	Porter Place	4	Brian Kimes	Jim Markel	Yes
52	21298	The Magnolia Gardens	4	Rick Deyoe	Alma Cobb	Yes
53	21032	Royal Gardens Lufkin	5	Noor Jooma	Lora Myrick	Yes
54	21056	Reserve at Lufkin	5	Brian McGeady	Darren Smith	Yes
55	21221	Providence on Park	5	Miranda Sprague	Tamea Dula	Yes
56	21091	Laurel Terrace	6	Steve Ford	Jeremy Bartholomew	Yes
57	21100	Hawthorn Terrace	6	Steve Ford	Jeremy Bartholomew	Yes
58	21006	Westheimer Garden Villas	6	Jervon Harris	Matt Higgins	Yes
59	21020	Huntington at Bay Area	6	Mark Musemeche	Ofelia Elizondo	Yes

Applications that did not
submit mailing addresses
with pre-application

60	21292	Campanile on Minimax	6	Les Kilday	Phyllis Sefeldt	Yes
61	21010	Maury Street Lofts	6	Jervon Harris	Matt Higgins	Yes
62	21035	Manson Place	6	Scott Puffer	Ruben Esqueda	Yes
63	21016	Houston Willow Chase Living	6	Tom Huth	Sara Reidy	Yes
64	21131	Boulevard 61	6	Janine Sisak	Mark Gilbert	Yes
65	21027	New Hope Housing Ennis	6	Joy Horak-Brown	Ron Lastimoso	Yes
66	21245	The Rushmore	6	Matthew Rieger	Valentin DeLeon	Yes
67	21132	OST Lofts	6	Donna Rickenbacker	Jessenia Cavazos	Yes
68	21042	Cole Creek Estates	6	Ryan Hettig	Ann Duggin	Yes
69	21026	Vista at Park Place	6	Dan Wilson	Carine Yhap	Yes
70	21210	Hebron Village Supportive Housing	6	L. David Punch	Rick Sims	Yes
71	21264	Acadia Terrace	6	Steve Ford	Jeremy Bartholomew	Yes
72	21177	Carver Ridge Apartments	7	Melissa Forster	Kellee Newberry	Yes
73	21080	Kodu Crossing	7	Ina Spokas	rj Pasquesi	Yes
74	21063	Parker Apartments	7	Sabrina Butler	Tillie Croxdale	Yes
75	21046	Village Square	7	Christopher Shear	Ana Padilla	Yes
76	21031	Libertad Austin	7	Rick Manzardo	Jennifer Hicks	Yes
77	21047	Anderson Creek	7	Christopher Shear	Ana Padilla	Yes
78	21121	Paige Estates	8	Brian Kimes	Jim Markel	Yes
79	21168	5th Street Lofts	8	Janine Sisak	Mark Gilbert	Yes
80	21187	Village at Perrin Beitel	9	Bradford McMurray	Cindy Marquez	Yes
81	21190	Village at Medical Senior Apartments	9	Bradford McMurray	Cindy Marquez	Yes
82	21289	Snowden Apartments	9	Timothy Alcott	Lorraine Robles	Yes
83	21062	Ada Street Apartments	9	Jason Arechiga	Nick Walsh	Yes
84	21064	Fiesta Trails	9	Jason Arechiga	Nick Walsh	Yes
85	21023	Vista Med	9	Dan Wilson	Carine Yhap	Yes
86	21189	Village at Boyer	9	Bradford McMurray	Cindy Marquez	Yes
87	21231	Four25 San Pedro	9	Lucila Diaz	Brett Franklin	Yes
88	21002	Denver Heights Senior Village	9	Jervon Harris	Matt Higgins	Yes
89	21290	FishPond at Alice	10	David Fournier	Juli Gonzalez	Yes
90	21261	The Ponderosa	10	Rick Deyoe	Alma Cobb	Yes
91	21186	Palms at Blucher Park	10	Bradford McMurray	Cindy Marquez	Yes

Applications that did not
submit mailing addresses
with pre-application

92	21275	Avanti Heritage Park	10	Henry Flores	Michael Tamez	Yes
93	21052	Del Rio Lofts	11	Daniel Sailer	Jacob Mooney	Yes
94	21219	Eagles Gate Apartments	11	Jeff Beckler	Jamie McDonald	Yes
95	21260	Mountain View Villas	11	Rick Deyoe	Alma Cobb	Yes
96	21048	Price Lofts	11	Daniel Sailer	Jacob Mooney	Yes
97	21274	Avanti Legacy Violet Parc	11	Henry Flores	Michael Tamez	Yes
98	21039	Uvalde Villas	11	Steve Lollis	Donna Rickenbacker	Yes
99	21230	Calle del Norte Apartments	11	Jeff Beckler	Jamie McDonald	Yes
100	21259	Jackson Place Apartments	11	Rick Deyoe	Alma Cobb	Yes
101	21069	Dahlia Villas	11	Steve Lollis	Donna Rickenbacker	Yes
102	21276	Avanti Legacy Springfield	11	Henry Flores	Michael Tamez	Yes
103	21305	Jackson Road Apartments	11	Melissa Fisher	Bill Fisher	Yes
104	21293	BCC Village TH	11	Melissa Fisher	Bill Fisher	Yes
105	21283	Hemley Palms	13	Robert L. Bowling IV	Demetrio Jimenez	Yes
106	21167	Villas at Augusta	13	Roy Lopez	Ike Monty	Yes
107	21166	Mountain View Estates	13	Roy Lopez	Ike Monty	Yes
108	21284	Nevarez Palms II	13	Robert L. Bowling IV	Demetrio Jimenez	Yes
109	21154	Lakeside Village	4	Kim Youngquist	Dennis Hoover	No
110	21173	Legendary Oaks	4	Kim Youngquist	Dennis Hoover	No
111	21152	Ozona Seniors Apartments	12	Murray Calhoun	Jay Rabalais	No
112	21295	FishPond at Prospect Hill	9	David Fournier	Juli Gonzalez	No
113	21247	Livingston Plaza	5	Emanuel Glockzin	Betsy Brown	No
114	21153	The Willows Apartments	7	Murray Calhoun	Jay Rabalais	No
115	21238	Jackson Hinds Gardens	6	Bill Haley	Donna Rickenbacker	No
116	21251	Ridgecrest Inn Apartments	5	Emanuel Glockzin	Betsy Brown	No
117	21174	NeighborWorks Waco	6	Sherri L. King	Bianca C. Benson	No
118	21268	Westwind Crossings	1	Melissa Forster	Kellee Newberry	No
119	21050	Amarillo Lofts	1	Daniel Sailer	Jacob Mooney	No
120	21096	Canyon Lakes Landing	1	Brian Kimes	Jim Markel	No
121	21201	19th Street Flats	1	Craig Alter	Jennifer Hicks	No
122	21198	Ranch Court Apartments	1	Melissa Forster	Kellee Newberry	No
123	21120	SCF Amarillo 21, LP	1	Kelly Garrett	Chaz Garrett	No
124	21029	10th Avenue Flats	1	Craig Alter	Jennifer Hicks	No
125	21257	Westwind of Lubbock	1	Kelly Garrett	Chaz Garrett	No
126	21282	Mesa Pointe Apartments	1	Brett Green	Judd Roth	No

Applications that did not
submit mailing addresses
with pre-application

127	21267	Stone Canyon Villas	1	Jeff Beckler	Jamie McDonald	No
128	21225	Las Bougambilias at Snyder	2	Miguel Cisneros	Azaleas Campos	No
129	21169	Buffalo Courts Apartments	2	Stewart Rutledge	Britton Jones	No
130	21135	APC for Seniors	2	Noor Jooma	Lingya Zhao	No
131	21180	Heritage Estates at Curry Lane	2	Adrian Iglesias	Chris Applequist	No
132	21297	The Kate Wichita Falls	2	William Kelty	Janna Cormier	No
133	21179	McKinley Park	3	Melissa Forster	Kellee Newberry	No
134	21172	Oak Timbers - Mineral Wells Apartments	3	Vaughn Mitchell	Shelley Kamphues	No
135	21248	Lantana Villas	3	Clifton Phillips	Mercedez Carr	No
136	21212	Torrington Winn Park	3	Payton Mayes	Ryan Combs	No
137	21014	Mapleshade Senior Living	3	Tom Huth	Sara Reidy	No
138	21233	The Longhorn Seniors	3	Matthew Rieger	Valentin DeLeon	No
139	21203	Residences at Empire Central	3	Gary Lacey	Christian Garcia	No
140	21043	Arbor Park Senior Living	3	Christopher Shear	Ana Padilla	No
141	21103	Carlisle Place	3	Brian Kimes	Jeff Markel	No
142	21138	The Elms	3	Cj Lintner Jr	Rj Pasquesi	No
143	21143	Cypress Creek Apartment Homes at Arapaho Road	3	Stuart Shaw	Casey Bump	No
144	21013	Arlington North Cooper Living	3	Tom Huth	Sara Reidy	No
145	21197	Park Square Garden Villas	3	Eleanor M. Fanning	Matt Higgins	No
146	21008	Peak Street Lofts	3	Eleanor M. Fanning	Matt Higgins	No
147	21142	Mariposa Apartment Homes at South Fleming Avenue	3	Stuart Shaw	Casey Bump	No
148	21005	Timber Creek Crossing	3	Eleanor M. Fanning	Matt Higgins	No
149	21090	The Estacion at Jett Street	3	Brian Kimes	Jeff Markel	No
150	21084	Yorktown Place	3	Brian Kimes	Jim Markel	No
151	21182	Heritage Estates at Forest Lane	3	Adrian Iglesias	Chris Applequist	No
152	21244	The St. Giles	3	Matthew Rieger	Valentin DeLeon	No
153	21205	Residences by Fair Park	3	Gary Lacey	Christian Garcia	No
154	21140	Cypress Creek Apartment Homes at Briargrove Lane	3	Stuart Shaw	Casey Bump	No
155	21074	Western Star Estates	3	Brian Kimes	Jeff Markel	No
156	21242	The Park at Southside	3	Matthew Rieger	Valentin DeLeon	No
157	21214	Parmore Avion	3	Payton Mayes	Ryan Combs	No

Applications that did not
submit mailing addresses
with pre-application

158	21285	The Kent	3	Tekevwe Okobiah	Amara Oji	No
159	21065	Blue Danube Apartments	3	Hal Thorne	Sarah Andre	No
160	21044	Fieldcrest Senior Living	3	Christopher Shear	Ana Padilla	No
161	21211	Parmore Plaza Pkwy	3	Payton Mayes	Ryan Combs	No
162	21287	Blue Sky at South Carrier	3	Scott Macdonald	Lisa Rucker	No
163	21037	Renaissance Square III	3	Ben King	Clara Trejos	No
164	21209	Highland Hills Supportive Housing	3	David L. Punch	Rick Sims	No
165	21094	Pine Place at Hallsville	4	Brian Kimes	Jim Markel	No
166	21256	Westwind of Bullard	4	Kelly Garrett	Chaz Garrett	No
167	21207	Talanoa Heights	4	Cj Lintner	Rj Pasquesi	No
168	21296	Lighthouse Villas	5	Rick Deyoe	Alma Cobb	No
169	21171	The Gardens on Ford Chapel	5	Butch Richardson	Jeff Beaver	No
170	21229	Fairways at Greenway	6	Laolu Yemitan	Josh Williams	No
171	21308	Campanile on Wakeforest	6	Les Kilday	Phyllis Sefeldt	No
172	21204	Conrad Sauer Lofts	6	Gary Lacey	Christian Garcia	No
173	21036	Avenue Square	6	Aaron Campbell	Laura Grace	No
174	21306	Campanile on West Dallas	6	Les Kilday	Phyllis Sefeldt	No
175	21001	Harvard Street Lofts	6	Jervon Harris	Matt Higgins	No
176	21012	Beall Village Lofts	6	Jervon Harris	Matt Higgins	No
177	21188	Dove Gardens	6	Donna Rickenbacker	Jessenia Cavazos	No
178	21195	Bissonnet Street Lofts	6	Jervon Harris	Matt Higgins	No
179	21183	Greens Way Villas	6	Donna Rickenbacker	Jessenia Cavazos	No
180	21011	Dairy Ashford Lofts	6	Jervon Harris	Matt Higgins	No
181	21237	SkyPark Ten	6	Matthew Rieger	Valentin DeLeon	No
182	21137	Ella Grand	6	Janine Sisak	Mark Gilbert	No
183	21025	Deerbrook Senior Residences	6	Dan Wilson	Carine Yhap	No
184	21041	Eado Crossing	6	Ryan Hettig	Ann Duggin	No
185	21108	Azalea Terrace	6	Steve Ford	Jeremy Bartholomew	No
186	21141	Trinity East PSH	6	Neal Drobenare	Jason Minter	No
187	21241	Mariposa Apartment Homes at Conroe	6	Stuart Shaw	Casey Bump	No
188	21019	Huntington at Witte	6	Mark Musemeche	Ofelia Elizondo	No
189	21217	Mariposa Senior Living	6	Amay Inamdar	Jim Boyd	No

Applications that did not submit mailing addresses with pre-application

190	21147	Cypress Creek Apartment Homes at La Porte	6	Stuart Shaw	Casey Bump	No
191	21280	Knight Road Lofts	6	Jervon Harris	Matt Higgins	No
192	21196	Plainfield Street Lofts	6	Jervon Harris	Matt Higgins	No
193	21213	Fairways at Westwood	6	Laolu Yemitan	Josh Williams	No
194	21073	West Mount Houston Senior Living	6	Wilie Drew	Will Henderson	No
195	21223	Westview Lofts	6	David Koogler	Zachary Cavender	No
196	21134	Hartwood at Bellaire	6	Nathan Kelley	Jela Paul	No
197	21279	Trinity East Senior Apartments	6	Neal Drobenare	Jason Minter	No
198	21133	Parkway Meadows	6	Ryan Hettig	Ann Duggin	No
199	21234	Hawthorne Villas	7	Jeff Beckler	Jamie McDonald	No
200	21273	Merritt Headwaters	7	Colby Denison	Mona Amin	No
201	21301	Juniper Ridge Apartments	7	Lee Zieben	Charisse Harris	No
202	21239	Sendero at Cypress Creek	7	Teresa Shell	Marvin Wilmoth	No
203	21155	Live Make	7	Daniel Sallier, III	Debbie Kizer	No
204	21313	Oak Springs Village	7	Scott Macdonald	Lisa Rucker	No
205	21302	Kensington Apartments	7	Tisha Vaidya	Moira Concannon	No
206	21060	Juniper Creek	7	Sabrina Butler	Tillie Croxdale	No
207	21178	The San Vicente	7	Ina Spokas	rj Pasquesi	No
208	21161	The Katherine	7	Ina Spokas	rj Pasquesi	No
209	21252	Sandy Pointe Housing	8	Elaina Glockzin	Betsy Brown	No
210	21199	Redwood Apartments	8	Melissa Forster	Kellee Newberry	No
211	21057	Reserve at Bryan	8	Brian McGeady	Darren Smith	No
212	21255	Westwind of Temple	8	Kelly Garrett	Chaz Garrett	No
213	21146	Cypress Creek Apartment Homes at Temple	8	Stuart Shaw	Casey Bump	No
214	21089	Boerne Pointe Crossing	9	Brian Kimes	Jeff Markel	No
215	21165	Abbingtion Station Apartments	9	Breck Kean	Ginger McGuire	No
216	21270	Avanti Glencrest	9	Henry Flores	Toby Williams	No
217	21022	Vista at Trailside	9	Dan Wilson	Carine Yhap	No
218	21269	Avanti Woodstone	9	Henry Flores	Toby Williams	No
219	21071	Leon Valley Senior Village	9	Jeremy Mears	Doak Brown	No
220	21191	Laureate Clarke Apartments	9	Caitlin Barrow	Colette Whitehorse	No
221	21281	Gran Oso Estates	11	Brian Kimes	Jim Markel	No

Applications that did not
submit mailing addresses
with pre-application

222	21294	Bayshore Vista Apartments	11	Sunny Philip	Alma Martinez	No
223	21067	Bamboo Estates Apartments	11	Sunny Philip	Alma Martinez	No
224	21246	Casita Anacua	11	Mark Moseley	Leo Barrera	No
225	21277	Avanti Azalea	11	Henry Flores	Michael Tamez	No
226	21068	Monarch Senior Village	11	Rudy Ramirez	Doak Brown	No
227	21059	The Enclave	11	Tim Lang	Cliff Snyder	No
228	21066	Pueblo de Azucar	11	Tim Lang	Cliff Snyder	No
229	21072	Ferguson Court Apartments	11	Noel De Leon	Doak Brown	No
230	21236	Pendleton Square Apartments	11	Jeff Beckler	Jamie McDonald	No
231	21194	Las Bougambilias at Andrews	12	Miguel Cisneros	Azaleas Campos	No
232	21184	The Trails at Big Spring	12	Adrian Iglesias	Chris Applequist	No
233	21266	Aspire at Comanche Trail	12	John Latham	Mark Tolley	No
234	21240	Sagebrush Apartments	12	Victoria Spicer	Mark Mayfield	No

Applications that did submit mailing addresses with pre-application

42 out of 276 pre-applications did submit mailing addresses

DID SUBMIT MAILING ADDRESS WITH PREAPP

	Applications ID	Development Name	Region	Contact 1	Contact 2	Submitted Full Application
1	21117	Montrose Valley Apartments	8	Josephina Garcia	Alyssa Carpenter	Yes
2	21118	Cherry Village Apartments	8	Josephina Garcia	Alyssa Carpenter	Yes
3	21119	Cedar Grove Estates I and II	8	Josephina Garcia	Alyssa Carpenter	Yes
4	21034	Oasis Springs	9	Nathan Joseph	Cristi LaJeunesse	Yes
5	21104	Heritage at Abilene	2	Matt Gillam	Alyssa Carpenter	Yes
6	21081	Kiva East	3	Lisa Stephens	Alyssa Carpenter	Yes
7	21109	The Residence at Sycamore Creek	3	Matt Gillam	Alyssa Carpenter	Yes
8	21078	Clifton Riverside	3	Lisa Stephens	Alyssa Carpenter	Yes
9	21087	The Versia	3	Lisa Stephens	Alyssa Carpenter	Yes
10	21099	Marshall Crossing	4	Michael Fogel	Alyssa Carpenter	Yes
11	21101	Longview Crossing	4	Michael Fogel	Alyssa Carpenter	Yes
12	21128	Fisher Street Apartments	6	Lauren Avioli	Alyssa Carpenter	Yes
13	21111	Landmark at Montgomery	6	Matt Gillam	Alyssa Carpenter	Yes
14	21070	Saison North	7	Lisa Stephens	Alyssa Carpenter	Yes
15	21075	June West	7	Lisa Stephens	Alyssa Carpenter	Yes
16	21024	Freedom's Path at Waco	8	Craig Taylor	Patricia Murchison	Yes
17	21114	The Reserves at Holdsworth	9	Matt Gillam	Alyssa Carpenter	Yes
18	21113	San Angelo Crossing	12	Michael Fogel	Alyssa Carpenter	Yes
19	21130	Sun Pointe	13	Tom Deloye	Alyssa Carpenter	Yes
20	21102	The Reserves at Preston Trails II	1	Matt Gillam	Alyssa Carpenter	No
21	21098	Landmark on Main	1	Matt Gillam	Alyssa Carpenter	No
22	21079	Ryland South	3	Lisa Stephens	Alyssa Carpenter	No
23	21106	The Residence at Central Park	3	Matt Gillam	Alyssa Carpenter	No
24	21077	Sarita on Alston	3	Lisa Stephens	Alyssa Carpenter	No
25	21083	The Riverly	3	Lisa Stephens	Alyssa Carpenter	No
26	21082	The Brixen	3	Lisa Stephens	Alyssa Carpenter	No
27	21125	Avenue B Apartments	3	Deepak P. Sulakhe	Alyssa Carpenter	No
28	21124	Okapi Apartments	3	Deepak P. Sulakhe	Alyssa Carpenter	No
29	21310	Solara	3	Manish Verma	Janice Degollado	No
30	21123	Fairpark Pointe	3	Deepak P. Sulakhe	Alyssa Carpenter	No

Applications that did not
submit mailing addresses
with pre-application

31	21085	The Lucciora	3	Lisa Stephens	Alyssa Carpenter	No
32	21127	MacArthur Seniors	3	Deepak P. Sulakhe	Alyssa Carpenter	No
33	21097	Mt. Pleasant Crossing	4	Michael Fogel	Alyssa Carpenter	No
34	21307	Belleza	6	Manish Verma	Janice Degollado	No
35	21314	Viveza	6	Manish Verma	Janice Degollado	No
36	21253	Valiente	6	Manish Verma	Janice Degollado	No
37	21076	Cady Lofts	7	Lisa Stephens	Alyssa Carpenter	No
38	21129	The Cosmopolitan	9	Mitch Meyer	Alyssa Carpenter	No
39	21278	El Brillo	11	Manish Verma	Janice Degollado	No
40	21316	Solmar	11	Manish Verma	Janice Degollado	No
41	21309	The Solaris	11	Manish Verma	Janice Degollado	No
42	21315	Luna Vista	11	Manish Verma	Janice Degollado	No



2021 Multifamily Programs Application Procedures Manual

Texas Department of Housing and Community Affairs

221 East 11th Street
Austin, Texas 78701

- Depending on the next action desired, use the “**Save and Go Back**”, “**Save**”, or “**Save and Continue**” button.

Page 3: Notifications

- Enter the U.S. Representative. The Department staff will notify the U.S. Representative, and the Applicant is responsible for all other notifications.
- Enter the State Senator and State Representative and the appropriate Districts.
- Enter the School District officers.
- Enter **ALL** of the Local Elected Officials. As with the Census Tract fields, click “Add” for additional fields. If you add a row, you must complete it or delete it.
- Answer the question, “Are there Neighborhood Organizations whose boundaries contain the Development Site?”
 - If the answer is no, read the certification. **When you submit the pre-application you are certifying to an understanding of the program requirements and the accuracy of the submission.** Depending on the next action desired, use the “**Save and Go Back**”, “**Save**”, or “**Save and Continue**” button.
 - If yes, then a space will appear allowing you to list the name of the organization and its address. As with previous items, click “Add” for additional fields. If you add a row, you must complete it or delete it.
- Depending on the next action desired, use the “**Save and Go Back**”, “**Save**”, or **Save and Continue**” button.

IT IS THE APPLICANT'S RESPONSIBILITY TO IDENTIFY ALL NEIGHBORHOOD ORGANIZATIONS THAT MUST BE NOTIFIED. YOU SHOULD RETAIN RECORDS OF THE DUE DILIGENCE YOU PERFORMED TO IDENTIFY ALL OF THE ORGANIZATIONS

❖ **Page 4: Self Score**

- Select points for each scoring item from the drop-down boxes. Subtotals and the total self-score will auto-populate. *Note that the score cannot change by more than four (4) points between pre-application and full Application in order to qualify for Pre-application Participation points.*
- The Local Government Support, Quantifiable Community Participation, Support from State Representative, Input from Community Organizations, and Concerted Revitalization Plan sections are not available for Applicants to Self-Score. While these scoring items will not be included in the calculation to determine eligibility for Pre-application Participation points in the full Application, **you MUST indicate points you intend to claim for these items.**

Note: There is a point adjustment field prior to the Final Self Score. This can be used to adjust a self-score based on a staff determination. For example, a scattered site Development may have an Opportunity Index score calculated to be six points, which is not an option on the drop-down menu for that scoring item. In this case, an Applicant may need to adjust the final self-score. Enter negative numbers to reduce the score. *This field must not be used for manipulation of the self-score in order to increase chances of being eligible for Pre-application Participation points and Applicants entering information in this field must also upload their staff determination or request for such determination under the “Other Pertinent Information” section on the next page of the pre-application.*

- Depending on the next action desired, use the “**Save and Go Back**”, “**Save**”, or **Save and Continue**” button.



Texas Department of Housing and Community Affairs

Competitive Housing Tax Credit Pre-Application Submission Instructions

Created Date: December 20, 2018

Date Last Updated: December 8, 2020

The Texas Department of Housing and Community Affairs has created an online system for applicants for the Competitive Housing Tax Credit Program to submit pre-applications. Prior to the open of the Application Acceptance Period, the Department will post a link that applicants will use to access the pre-application system. This webinar describes the pre-application system and provides information that will help applicants ensure that pre-applications are submitted successfully.

Pre-Application Initiation

<https://public.tdhca.state.tx.us/htc/t/htc/pre/app/init/entry/signup>

The first page you will see is the initiation page. Enter the email address of the person that will complete the pre-application and the name of the Development. This will be the first email address to which all correspondence regarding the pre-application will be sent. Then click "Begin Pre-application."



Texas Department of Housing
and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application Initiation

Email Address

Email Address*

Development Name*

Begin Pre-Application

After "Begin Pre-application" is clicked, an email with a link to the pre-application form will be sent to the email address entered. You will use the link in this email to return to the pre-application form if you do not complete it all at once, so make sure you keep it handy. **The link should only be shared with persons authorized to access your pre-application form.**



Texas Department of Housing
and Community Affairs

2019 9% Housing Tax Credit Pre-Application Initiation

An email with a link to the pre-application form has been sent to sharon.gamble@tdhca.state.tx.us.

The email will look similar to this:

Development Name: Sunshiney Acres

The URL to access the HTC Pre-Application form is:

https://public-stage.tdhca.state.tx.us/htc_stage/t/htc_pre_app.app_entry.page1?p_init_nbr=19UX657279UE35

If an email is not received, contact Alena R. Morgan, 9% HTC Administrator, at alena.morgan@tdhca.state.tx.us.

Complete the Set-Aside Election, then save the form and continue based on your next action.

Set-Aside Election

By checking any of the following boxes, Applicant affirms submission under the selected Set-Aside. Applicant understands that, in order for any full Application to qualify for pre-application participation points, set-asides cannot be dropped or added between pre-application and full application submission.

None
 At-Risk
 USDA
 Nonprofit

Part Three covers notifications. Keep evidence of ALL of your notifications, including evidence of receipt by the addressee. We need to know who the U.S. Representative is. The Department is required to notify the U.S. Representative; the Applicant must notify all others.



Texas Department of Housing and Community Affairs
 2019 9% Housing Tax Credit Pre-Application

Pre-Application Status	
Application Number	19017
Submitted on	Not Submitted
Submitted by	
Send Application Number Email	

Notifications

Applicant affirms that all necessary parties have been notified of this application as required by §11.8(b)(2) of the Qualified Allocation Plan ("QAP"), §11.8(b)(2) and §11.203 of the Qualified Allocation Plan ("QAP"), and Texas Government Code §2306.6704 ("Statute") and has hereto attached a list of all notifications. The Department will notify the U.S Representative, and the Applicant is responsible for all other notifications. While not required to be submitted with the pre-application, Applicant has kept evidence of all notifications made. This evidence may be required by the Department at any time during the Application Cycle. Applicant further certifies that the notifications are not older than 3 months from the first day of the Application Acceptance Period and that a reasonable search for applicable entities has been conducted..

Name of U.S. Representative*	District*
My US Rep	1
Name of State Senator*	District*
My State Senator	2
Name of State Representative*	District*
My State Rep	3

Next are the local officials.

School District Information

School Superintendent* | My School Super | District Name* | Austin ISD

Street Address* | 345 6th Street

City* | Austin | State | TX | Zip Code* | 78702

Presiding Officer of Board of Trustees*

My Prez | Street Address* | 345 6th Street

City* | Austin | State | TX | Zip Code* | 78702

Elected Officials

	Official Name	Office	Add	Delete
1	Mr. Mayor	Mayor	<input type="button" value="Add"/>	<input type="button" value="Delete"/>
2	Ms. County Judge	County Judge	<input type="button" value="Add"/>	<input type="button" value="Delete"/>

Space for Addresses (same as previous years)



No space for Addresses (also, the same as previous years)



You must enter ALL of the elected officials as you need to notify. If you click "Add", a new line will appear. You will have to either complete the entry or delete the line to save the form.

Last are the Neighborhood Organizations. If the answer to the question is no, you will see this:

Neighborhood Organizations

Are there Neighborhood Organizations on record with the county or state 30 days prior to the beginning of the Application Acceptance Period whose boundaries include the entire Development Site?

No ▾

By selecting "No" Applicant certifies having no knowledge of any Neighborhood Organizations meeting the requirements of §11.9(d)(4) of the QAP and/or Texas Government Code §2306.004(23-a) and having boundaries that contain the Development Site.

◀ Save and Go Back Save Save and Continue ▶

If the answer is yes, you will be able to enter information about as many organizations as you need to. If you click "Add", a new line will appear. You will have to either complete the entry or delete the line to save the form.

Neighborhood Organizations

Are there Neighborhood Organizations on record with the county or state 30 days prior to the beginning of the Application Acceptance Period whose boundaries include the entire Development Site?

Yes ▾

Neighborhood Organizations					
1	Organization Name	<input type="text"/>			<input type="button" value="Add"/>
	Street Address	City	State	Zip Code	<input type="button" value="Delete"/>
	<input type="text"/>	<input type="text"/>	TX ▾	<input type="text"/>	

◀ Save and Go Back Save Save and Continue ▶

◀ Back

Continue ▶

Electronic Filing Agreement

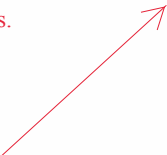
This is an agreement between TDHCA and the Multifamily Housing Program Applicant to facilitate electronic submission of application documents for multifamily housing programs in accordance with the Department policy. This agreement authorizes the Applicant to file pre-application and full application documents by means of electronic transmission for the duration of this Agreement and as specified by Department Procedures. By submitting this pre-application the Applicant affirms that the electronic submission of application documents will be in a manner prescribed by the Department.

Upload a File

Select a file type

Upload the File Now

Specific Files requested,
with no mention of
notification addresses.



Files Uploaded for this Pre-Application

Site Control Documentation*
By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §11.204(10) of the QAP.

[01 Palestine Fully Executed Receipted PSA.pdf](#)

Census Tract Map*
If a discrepancy exists between the census tract map and the number entered on the Development Information page, staff will use the census tract listed on the map

[02 HUD CT Map Reserve at Palestine.pdf](#)

Neighborhood Risk Factors Disclosure
No files of this type have been uploaded

Other Pertinent Information
Use this space to upload additional documents (additional Census Tract/Site Control documents, Staff Determinations, Narrative, etc.).

[04 Pre-App USF HVTL Disclosure No Waiver Needed.pdf](#)

◀ Back

Continue ▶

Electronic Filing Agreement

ELECTED OFFICIALS NOTIFICATION DATA

Internal Document showing
who was notified and their
addresses

MVAH Reserve at Palestine

Street Address	3310 S Loop 256			
City	Palestine		Most Recent QC date	Person who QC'ed
Zip	75801		02/25/21	SB
County	Anderson			
Name of US Representative	Lance Gooden 425 Cannon House Office Building Washington, DC 20515		District Number	5
State Senator	Robert Nichols P.O. Box 12068 Capitol Station Austin, TX 78711		District Number	3
State Representative	Cody Harris Room E1.318 P.O. Box 2910 Austin, TX 78768		District Number	8
School Superintendant	MR JASON L MARSHALL	jmarshall@palestineschools.org	Superintendent	
District Name	Palestine ISD			
Address	1007 E PARK AVE PALESTINE 75801-4500			
Presiding Officer of Board of Trustees	Kurt Herrington	boardmembers@palestineschools.org	President	
Address	1007 E PARK AVE PALESTINE 75801-4500			
Mayor	Steve Presley mayor@palestine-tx.org	504 N Queen St, Palestine, TX 75801	Mayor	
District 1	Larissa Loveless district1@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
District 2	Mitchell Jordan district2@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
District 3	Vickey L. Chivers district3@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
District 4	Joe Baxter district4@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
District 5	Dana Goolsby district5@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
District 6	Ann Connor district6@palestine-tx.org	504 N Queen St, Palestine, TX 75801	City Council Member	
Judge	Robert D. Johnston rjohnston@co.anderson.tx.us	703 N. Mallard Street Ste. 101 Palestine, Texas 75801	County Judge	
Precinct 1	Greg Chapin kstarkey@co.anderson.tx.us	703 N. Mallard Street Ste. 108 Palestine, Texas 75801	County Commissioner	
Precinct 2	Rashad Q. Mims I kstarkey@co.anderson.tx.us	703 N. Mallard Street Ste. 108 Palestine, Texas 75801	County Commissioner	
Precinct 3	Kenneth Dickson kstarkey@co.anderson.tx.us	703 N. Mallard Street Ste. 108 Palestine, Texas 75801	County Commissioner	
Precinct 4	Joey Hill kstarkey@co.anderson.tx.us	703 N. Mallard Street Ste. 108 Palestine, Texas 75801	County Commissioner	

8j

BOARD REPORT ITEM
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Report of Third Party Request for Administrative Deficiency under 10 TAC §11.10 of the 2021 Qualified Allocation Plan

21003	Tomball Senior Village	Tomball	6R
21004	Skyline at Cedar Crest	Dallas	3U
21039	Uvalde Villas	McAllen	11U
21048	Price Lofts	Brownsville	11U
21054	Reserve at Palestine	Palestine	4R
21061	Magnolia Lofts	Fort Worth	3U
21069	Dahlia Villas	Pharr	11U
21075	June West	Austin	7U
21080	Kodu Crossing	Jarrell	7R
21104	Heritage at Abilene	Abilene	2U
21116	Sweetwater Station	Sweetwater	2R
21131	Boulevard 61	Houston	6U
21136	Oaklawn Place	Dallas	3U
21149	Residences at Alpha	Dallas	3U
21177	Carver Ridge Apartments	Hutto	7R
21185	Weslaco Village	Weslaco	At-Risk
21186	Palms at Blucher Park	Corpus Christi	10U
21189	Village at Boyer	San Antonio	9U
21200	Edson Lofts	Beaumont	5U
21206	Woodcrest	Odessa	At-Risk
21210	Hebron Village Supportive Housing	Houston	6U
21230	Calle del Norte Apartments	Laredo	11U
21243	Metro Lofts	Fort Worth	3U
21259	Jackson Place Apartments	Edinburg	11U
21260	Mountain View Villas	Del Rio	11R
21261	The Ponderosa	Alice	10R
21275	Avanti Heritage Park	Corpus Christi	10U
21290	FishPond at Alice	Alice	10R
21291	The Legacy at Denton	Denton	3U
21305	Jackson Road Apartments	McAllen	11U

BACKGROUND

Pursuant to 10 TAC §11.10 of the 2021 Qualified Allocation Plan related to Third Party Requests for Administrative Deficiency (RFAD), an unrelated person or entity may bring new, material information about an Application to staff's attention. Third parties may request that staff consider whether an Application should be the subject of an Administrative Deficiency, based on the information submitted with the request. Staff will consider the request and proceed, as it deems appropriate under the applicable rules including, if the Application in question is determined by staff to not be a priority Application, not reviewing the matter further. Requestors must provide, at the time of filing the request, all briefings, documentation, and other information that the requestor offers in support of the deficiency. Requestors must provide sufficient credible evidence that, if confirmed, would substantiate the deficiency request. Assertions not accompanied by supporting documentation susceptible to confirmation will not be considered. The deadline for submission of RFADs was May 3, 2021.

The following describes the staff determinations for 2021 Competitive Housing Tax Credit (HTC) RFADs received, and reflects all determinations made as of June 14, 2021. All requests referenced herein were received and reviewed in accordance with 10 TAC §11.10. Where staff determined the request substantiated the issuance of a Notice of Administrative Deficiency for the Application, the Applicant was provided the opportunity to respond to the submitted request. Staff will review both the request and response prior to making a determination.

Each entry below identifies the HTC development/application identification number (TDHCA ID#), the name of the development, city, region, as well as the name and organization of the requestor. A brief summary of each request has been included, followed by Department staff's analysis of the request, and finally the staff resolution of the request. Included in this Board Report are each request received, deficiency notice released, supporting documentation received from the Applicant, and if applicable, staff determination(s) for each respective application.

The Department's Governing Board has final decision-making authority on any of the issues reflected herein, and thus these determinations are subject to change. However, an RFAD requester may not formally appeal the staff determination of an RFAD through the Appeals Process. See 10 TAC §11.902(b); 10 TAC §11.10.

Where staff concluded that a request resulted in loss of points or other action, the impacted Applicants will be notified and all appeal rights for the applicable staff determination. Staff have also provided notice of the result of the request to the requestor through this board report item posting.

**2021 Competitive Housing Tax Credit
Requests for Administrative Deficiencies (RFADs):**

TDHCA ID#	21003	Development Name:	Tomball Senior Village
City:	Tomball	Region:	6
Requestor:	Andrew Sinnott, Amber Ridge Apartments LP		

Nature and Basis of Request:

The request asked the Department to review the Application’s zoning documentation as it relates to the requirements of the Housing for Older Persons Act (HOPA) to determine whether the Application complies due to the age-restrictions associated with the proposed Development.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that an Administrative Deficiency was not necessary to answer the request.

Analysis and Resolution:

Pursuant to the Housing for Older Persons Act of 1995 (HOPA), zoning may be more restrictive with regards to age limitations for occupancy as long as it does not conflict with HOPA itself. While there may be prohibitions with regard to certain federal funding (particularly as it relates to subordination agreements and rider requirements that may conflict with the state’s Land Use Restriction Agreements) that is not the case here. Staff have considered the matter resolved with regard to this request.

TDHCA ID#	21004	Development Name:	Skyline at Cedar Crest
City:	Dallas	Region:	3
Requestor:	Gary J. Cohen, Shuts & Bowen LLP		
Requestor:	Zachary Krochtengel		

Nature and Basis of Request:

Both requests asked the Department to review Application 21004, Skyline at Cedar Crest to determine whether the Application proposes an eligible Development and if the Development Site is consistent with the requirements for scattered site developments under the QAP and Section 42 of the Internal Revenue Code.

Applicant Response to Notice of Administrative Deficiency:

Staff issued and Administrative Deficiency regarding the scattered site development and the Applicant timely responded. Based on the response, the Applicant was notified of ineligibility of the Development Site. Any appeal of the determination to the board will be heard at the early July meeting.

Analysis and Resolution:

Staff will review the Application as a backup application, pending appeal of the eligibility determination. Any decisions by staff in the course of Application review will be handled through appropriate notifications and appeal rights provided to the Applicant.

TDHCA ID#	21039	Development Name:	Uvalde Villas
City:	McAllen	Region:	11
Requestor:	Enrique Flores, Avanti Legacy Springfield LP		
Requestor:	Mario A. Trevino, Sonoma Housing Advisors LLC		

Nature and Basis of Request:

Both requests ask the Department to review the Application to determine whether sufficient documentation was provided for Application 21039, Uvalde Villas, to satisfy 10 TAC §11.204(8)(G) related to Occupied Developments. They specifically describe the documentation required to be submitted with Applications that have any structure on the proposed Development Site that is occupied at any time after the Application Acceptance Period begins.

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency regarding Application requirements and the Applicant timely responded. Staff will review the response and take appropriate action under the QAP.

Analysis and Resolution:

Staff will review the Application as a backup application, pending resolution of the eligibility issue. Any decisions by staff in the course of Application review will be addressed through appropriate notifications and appeal rights provided to the Applicant.

TDHCA ID#	21048	Development Name:	Price Lofts
City:	Brownsville	Region:	11
Requestor:	Mario A. Trevino, Sonoma Housing Advisors LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether it qualifies for points under 10 TAC §11.9(c)(7)(B) related to Proximity to Jobs. Particularly, the requests state that the OnTheMap report submitted supports the Application’s claim that it has 13,910 primary jobs within a one-mile radius; however, the request raises concerns regarding the legitimacy of a local school’s ability to employ what it states would amount to nearly 7,400 employees.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that an Administrative Deficiency was not necessary to answer the request.

Analysis and Resolution:

The 2021 Application Manual includes step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in Tab 47 of the Application and to run a report that showed 13,910 primary jobs within a one-mile radius of the Development Site. Staff were able to duplicate the report submitted by the Applicant. Staff review determined that the Application does qualify for the five points requested under Proximity to Jobs.

TDHCA ID#	21054	Development Name:	Reserve at Palestine
City:	Palestine	Region:	4

Requestor:	Alyssa Carpenter
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Nature and Basis of Request:

The request asks the Department to review the Application to determine whether it provided sufficient documentation to qualify for points under 10 TAC §11.9(c)(7) related to Proximity to Job Areas, and 10 TAC §11.9(e)(3) related to Pre-Application Participation. In regards to the former, the request states that the OnTheMap report submitted does not support the Application’s claim that it has 4,520 jobs within a one-mile radius of the Development Site. In regards to the latter, the request states the Application failed to provide accurate mailing addresses to evidence compliance with its Pre-Application notification requirements under 10 TAC §11.8(b)(2)(B) related to Notification Recipients.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that an Administrative Deficiency was not necessary to address the Proximity to Job Areas portion of the request as a determination could be made without one.

Staff issued an Administrative Deficiency and the Applicant timely responded with regard to the Pre-Application Participation points and the related Notification Recipient requirements. Based on the response, a separate Board Item has been submitted for consideration at this meeting.

Analysis and Resolution:

In regards to points under 10 TAC §11.9(c)(7) related to Proximity to Job Areas, the 2021 Application Manual included step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in Tab 47 of the Application and to run a report that showed more than the minimum 4,500 primary jobs required for two (2) points. Staff were able to duplicate the report submitted by the Applicant. Staff review determined that the Application does qualify for the two (2) points selected under Proximity to Jobs.

In regards to the Pre-Application Participation points and related Notification Recipient requirements, a separate Board Item has been submitted for consideration at this meeting.

TDHCA ID#	21061	Development Name:	Magnolia Lofts
City:	Fort Worth	Region:	3
Requestor:	Jack Traeger, Legacy Multifamily Development LLC		

Nature and Basis of Request:

The request asks the Department to review the Application above to determine whether staff properly reviewed the Application in regards to whether it is eligible for points under 10 TAC §11.9(d)(5)(A) related to Letter from State Representative.

Applicant Response to Notice of Administrative Deficiency:

Per 10 TAC §11.10:

If the assertion(s) in the RFAD have been addressed through the Application review process, and the RFAD does not contain new information, staff will not review or act on it. The RFAD

may not be used to appeal staff decisions regarding competing Applications (§2306.6715(b)). Any RFAD that questions a staff decision regarding staff's scoring of an Application filed by another Applicant will be disregarded.

Staff determined that the assertion(s) in the RFAD question staff's scoring determinations that have already been addressed through the Application review process, and the RFAD does not contain new information.

Analysis and Resolution:

Staff had previously identified that the letter submitted by Representative Nicole Collier for Application 21061, Magnolia Lofts, was untimely and could not be considered for scoring purposes under 10 TAC §11.9(d)(A) related to Letter from State Representative. Accordingly, staff indicated that the letter was received late on the Community Support from State Representatives list posted to the TDHCA website on April 12, 2021. Moreover, because the letter was late and thus could not be considered by staff for scoring purposes under 10 TAC §11.9(d)(5)(A) nor (B), no scoring notice has been issued with regard to this issue, and the Applicant has not submitted an appeal regarding this determination.

TDHCA ID#	21069	Development Name:	Dahlia Villas
City:	Pharr	Region:	11
Requestor:	Mario A. Trevino, Sonoma Housing Advisors, LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Applicant should have disclosed an Undesirable Site Feature due to the adjacent Pharr Water Treatment Plant & Lab and oil pumps. The request states that documentation regarding the adjacent features was not provided in the Application.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, the Application has a noncompetitive score relative to other Applications in the same subregion and will likely not be eligible for an award through the collapse.

Analysis and Resolution:

The information provided in the request will be considered if staff proceed with a complete review of the Application. If it is found that the Application does not qualify for points under any scoring item, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff's decision.

TDHCA ID#	21075	Development Name:	June West
City:	Austin	Region:	7
Requestor:	Christopher Shear, McDowell Housing Partners LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Application: (1) should have notified the Shoal Creek Conservancy Neighborhood Organization; (2) provided sufficient information related to the Development Site's location in a City designated floodplain and Critical Water Quality Zone (CWQZ) to find the Development Site eligible under 10 TAC §11.101(a)(1)(Floodplains); and (3) should have disclosed the CWQZ requirements in the Feasibility Report required by 10 TAC §11.204(15).

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency regarding Notification Recipients related to Neighborhood Organizations. The Applicant timely responded and provided information regarding the status and nature of the Shoal Creek Conservancy as an Environmental Interest group rather than a qualifying Neighborhood Organization subject to disclosure.

Analysis and Resolution:

Neighborhood Organization is defined in Tex. Gov't. Code §2306.004 (23-a) as:

(23-a) "Neighborhood organization" means an organization that is composed of persons living near one another within the organization's defined boundaries for the neighborhood and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood. A neighborhood organization includes a homeowners' association or a property owners' association.

The Applicant has provided documentation that the Shoal Creek Conservancy is not a Neighborhood Organization as described in statute, and therefore notification to that group was not required.

Regarding Application requirements for Developments proposed in Floodplains, the Application appears to meet the basic documentation requirements at 10 TAC §11.101(a)(1) regarding Floodplains, §11.204(9)(vi) regarding Architectural Drawings, and consideration of the proposed development in a floodplain will be addressed as an underwriting condition of award through application of requirements at §11.302(g)(2).

Concerns raised by the requester regarding development within the City of Austin Critical Water Quality Zone are not susceptible to confirmation as part of at the Multifamily Finance Division Application review, and will be forwarded to the Real Estate Analysis Division for consideration during their review. If it is found that the Application does not meet threshold criteria, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff's decision.

TDHCA ID#	21080	Development Name:	Kodu Crossing
City:	Jarrell	Region:	7
Requestor:	Andrew Sinnott, Carver Ridge Apartments LP		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether sufficient utility allowance documentation was provided to meet 10 TAC §11.614(c)(3)(A). Additionally, the request states the Application should have re-notified all required Notification Recipients pursuant to 10 TAC §11.203, which requires re-notification when there is an increase in residential density greater than 5% from Pre-Application to Application.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, the Application has a noncompetitive score relative to other Applications in the same subregion and will likely not be eligible for an award through the collapse.

Analysis and Resolution:

The information provided in the request will be considered if staff proceeds with a complete review of the Application. If it is found that the Application does not qualify for points under any scoring item, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff's decision.

TDHCA ID#	21104	Development Name:	Heritage at Abilene
City:	Abilene	Region:	2
Requestor:	Lora Myrick, Abilene Pioneer Crossing LLC		

Nature and Basis of Request:

The request asks the Department to review the Application above to determine whether the Application should be eligible for points under 10 TAC §11.9(d)(7)(A)(iii)(I) – (III) related to Concerted Revitalization Plan, particularly as it relates to evidencing “a history of sufficient, documented and committed funding to accomplish its purposes on its established timeline.” 10 TAC §11.9(d)(7)(A)(iii)(III).

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency regarding Application requirements and the Applicant timely responded. Staff will review the response and take appropriate action under the QAP.

Analysis and Resolution:

Staff will review the Application as a backup application, pending resolution of the eligibility issue. Any decisions by staff in the course of Application review will be addressed through appropriate notifications and appeal rights provided to the Applicant.

TDHCA ID#	21116	Development Name:	Sweetwater Station
City:	Sweetwater	Region:	2
Requestor:	Lora Myrick, Burkburnett Royal Garden LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Application should have disclosed the school ratings for Sweetwater Middle School at Pre-Application.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that a Notice of Administrative Deficiency was not necessary for this request as a determination could be made without one.

Analysis and Resolution:

Staff had previously identified the issue and issued a Notice of Administrative Deficiency for this Application. The Applicant timely responded with a detailed explanation regarding the Pre-Application disclosure requirements provided in the Multifamily Applications Procedures Manual for Elderly Developments. Staff has issued a letter of scoring adjustment for the Application; any appeal will be presented at a subsequent Board meeting.

TDHCA ID#	21131	Development Name:	Boulevard 61
City:	Houston	Region:	6
Requestor:	Alyssa Carpenter		

Nature and Basis of Request:

The request asks the Department to review the Application above to determine whether the Application provided appropriate documentation to qualify for points under 10 TAC §11.9(e)(3) related to Pre-Application Participation, specifically as it related to Notification Recipients and evidence of mailing addresses therefore.

Applicant Response to Notice of Administrative Deficiency:

Per 10 TAC §11.10:

If the assertion(s) in the RFAD have been addressed through the Application review process, and the RFAD does not contain new information, staff will not review or act on it. The RFAD may not be used to appeal staff decisions regarding competing Applications (§2306.6715(b)). Any RFAD that questions a staff decision regarding staff's scoring of an Application filed by another Applicant will be disregarded.

Staff determined that the assertion(s) in the RFAD question staff's scoring determinations that will be or have already been addressed through the Application review process, and the RFAD does not contain new information.

Analysis and Resolution:

The matter regarding whether the Application failed to provide accurate mailing addresses to evidence compliance with its Pre-Application notification requirements under 10 TAC §11.8(b)(2)(B) related to Notification Recipients and §11.9(e)(3) related to Pre-Application, is being addressed under a separate Board item presented for consideration at this meeting.

TDHCA ID#	21136	Development Name:	Oaklawn Place
City:	Dallas	Region:	3
Requestor:	Jack Traeger, Legacy Multifamily Development LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether Application 21136 or 21243 would be considered ineligible under 10 TAC §11.3(g) relating to One Award per Census Tract.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that a Notice of Administrative Deficiency was not necessary for this request, as a determination had been made without one.

Analysis and Resolution:

Staff addressed this request in the 2021 9% HTC Application Submission Log posted to the TDHCA website on May 6, 2021. Application 21243 was identified as the Application that would be considered ineligible under 10 TAC §11.3(g), relating to One Award per Census Tract, as Application 21136 won the tie-breaker.

TDHCA ID#	21149	Development Name:	Residences at Alpha
City:	Dallas	Region:	3
Requestor 1:	Thomas E. Huth, Palladium USA International Inc.		
Requestor 2:	Payton Mayes, Paramore Jupiter Road LP		
Requestor 3:	Cece Cox, Sadler Circle Senior Apartments LLC		

Nature and Basis of Request:

All three requests ask the Department to review Application 21149 to determine whether it is eligible for the points selected under 10 TAC §11.9(c)(7)(B) related to Proximity to Jobs, Specifically, the requests identify the use of the 2018 OnTheMap data for the Proximity to Jobs scoring item rather than the required 2017 data. They also request review of 10 TAC §11.9(e)(4)(B) related to Leveraging of Private, State, and Federal Resources, and describe the Application deferring more than 50% of its Developer Fee.

Lastly, the second requestor also asked the Department to review the Application (which includes its Pre-Application), so as to determine whether the site control documentation provided is sufficient to be eligible for Pre-Application Participation points under 10 TAC §11.9(e)(3)(F). Specifically, the requests identify the submitted site control documentation is for a site in Dallas at Pre-Application but a site in Houston at full Application.

Applicant Response to Notice of Administrative Deficiency:

Staff issued an Administrative Deficiency regarding Proximity to Jobs and Leveraging of Private, State, and Federal Resources and the Applicant timely responded. Staff determined a Deficiency was not required to address Pre-Application Participation.

Analysis and Resolution:

Proximity to Jobs

Per 10 TAC §11.9(c)(7)(B)(i):

(B) Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) - (vi) of this subparagraph. The data used will be based solely on that available through US Census' OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. Only the 2017 data set will be used unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.

(i) The Development is located within 1 mile of 16,500 jobs. (6 points)

The 2021 Application Manual included step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in the Application and to run a report that showed 2017 data with 51,854 primary jobs within one mile radius, which is more than the 16,500 jobs required to score points under this item. Staff review determined that the Application did qualify for points under Proximity to Jobs.

Leveraging of Private, State, and Federal Resources

10 TAC §11.9(e)(4)(B) related to Leveraging of Private, State, and Federal Resources, provides:

(B) The calculation of the percentages stated in subparagraph (A) of this paragraph will be based strictly on the figures listed in the Funding Request and Development Cost Schedule. Should staff issue an Administrative Deficiency that requires a change in either form, then the calculation will be performed again and the score adjusted, as necessary. However, points may not increase based on changes to the Application. ***In order to be eligible for points, no more than 50% of the Developer Fee can be deferred.*** Where costs or financing change after completion of underwriting or award (whichever occurs later), the points attributed to an Application under this scoring item will not be reassessed unless there is clear evidence that the information in the Application was intentionally misleading or incorrect. (emphasis added)

Staff review resulted in the determination that the Application did not qualify for points under §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources because more than 50% of the Developer Fee was deferred in the Application and corresponding deficiency response did not resolve the issue.

Pre-Application Participation

10 TAC §11.9(e)(3)(F) related to Pre-Application Participation, requires:

(F) The Development Site at Application is at least in part the Development Site at pre-application, and the census tract number listed at pre-application is the same at Application. The site at full Application may not require notification to any person or entity not required to have been notified at pre-application [.]

Staff determined the Application did not qualify for points under 10 TAC §11.9(e)(3) related to Pre-Application Participation because the Site Control documentation submitted at Pre-Application was for a completely different Development Site than the one identified at Application.

Conclusion

Staff issued a Notice of Scoring Adjustment denying the points requested under 10 TAC §11.9(e)(4) related to Leveraging and 11.9(e)(3) related to Pre-Application Participation, subject to the Applicant's ability to appeal. No further action was taken with regard to the Proximity to Jobs scoring item.

TDHCA ID#	21177	Development Name:	Carver Ridge Apartments
City:	Hutto	Region:	7
Requestor:	Ina K. Spokas, KCG Companies		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether it qualifies for the points selected under 10 TAC §11.9(c)(4) related to Opportunity Index. The request also asks the Department to assess whether the spelling errors in the name of two elected officials identified at Pre-application could have prevented the completion of the Applicant's responsibilities under 10 TAC §11.203 related to Public

Notifications. Depending on the aforementioned items, the request also asks the Department to determine whether the Application still qualifies for points related to Pre-Application Participation under §11.9(e)(3).

Applicant Response to Notice of Administrative Deficiency:

Staff issued an Administrative Deficiency regarding the Public Notifications question, to which the Applicant timely replied. Staff determined that a Notice of Administrative Deficiency was not necessary regarding the Opportunity Index question, as a determination could be made without one.

Analysis and Resolution:

Staff had previously identified the question regarding the Opportunity Index and issued a Notice of Administrative Deficiency during the course of review for this Application. The Applicant timely responded with a detailed explanation and documented map showing there were no physical barriers between the adjacent, contiguous census tract so as to qualify for Opportunity Index points under §11.9(c)(4).

The Applicant’s response to the Administrative Deficiency included documentation that shows the appropriate parties received Public Notifications.

TDHCA ID#	21185	Development Name:	Weslaco Village
City:	Weslaco	Region:	11
Requestor:	Tracey Fine, National Church Residences		

Nature and Basis of Request:

The request asks the Department to review the aforementioned Application regarding the potential overestimation of Development Costs, for which the request questions the potential impact on scoring related to Leveraging of Private, State, and Federal Resources under 10 TAC §11.9(e)(4)(B).

The request also asks the Department to review the Application above to determine whether the Application provided sufficient documentation evidencing eligibility to participate in the At-Risk Set-Aside.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, the Application has a noncompetitive score relative to other Applications in the same subregion and will likely not be eligible for an award through the collapse.

Analysis and Resolution:

The information provided in the request will be considered if staff proceeds with a complete review of the Application. If it is found that the Application does not qualify for points under any scoring item, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff’s decision.

TDHCA ID#	21186	Development Name:	Palms at Blucher Park
City:	Corpus Christi	Region:	10
Requestor:	Enrique Flores IV, Avanti Heritage Park LP		

Nature and Basis of Request:

The request first asks the Department to review the Application to determine whether the Applicant should have notified State Representative Abel Herrera in Texas House District 32 at Pre-Application, pursuant to the Pre-Application Threshold Criteria under 10 TAC §11.8(b)(2)(B). Additionally, the request asks the Department to review the Application to determine whether the Development is eligible to claim an increase in Eligible Basis under 10 TAC §11.4(c)(3)(E).

Applicant Response to Notice of Administrative Deficiency:

Staff had previously identified and addressed the issue regarding Pre-Application Notification requirements through the Limited Review Process and determined an Administrative Deficiency was not required. The concern regarding eligible basis has been addressed through the Application review process.

Analysis and Resolution:

Staff had previously identified and addressed the issue regarding Pre-Application Notification requirements through the Limited Review Process, and the concern regarding eligible basis has been addressed through the Application review process.

TDHCA ID#	21189	Development Name:	Village at Boyer
City:	San Antonio	Region:	9
Requestor:	Lucila Diaz, Franklin Development		

Nature and Basis of Request:

The request asks the Department to review the Application above to determine whether the Application provided sufficient documentation to be eligible for points under 10 TAC §11.9(d)(7)(A) as it relates to an acceptable Concerted Revitalization Plan. Particularly, the request questions whether the provided CRP included the necessary documentation evidencing the appropriate support from the local government, as well as whether there is sufficient evidence of “a history of sufficient, documented and committed funding to accomplish its purposes on its established timeline.” 10 TAC §11.9(d)(7)(A)(iii)(III).

Applicant Response to Notice of Administrative Deficiency:

Staff determined that a Notice of Administrative Deficiency was not necessary for this request as a determination could be made without one.

Analysis and Resolution:

Per staff review of the CRP documentation, the Applicant provided sufficient documentation to support the determination that the CRP meets the rule in question. In regards to documentation evidencing appropriate support from the local government, 10 TAC §11.9(d)(7)(A)(iv) requires the CRP plan be identified in the resolution of support from the government. Per the CRP documentation, the Arena District/Eastside Community Plan Area is identified as required in the Resolution provided by the City of San Antonio.

Staff review of the CRP letter submitted by the Director of Neighborhood and Housing Services Department of the City of San Antonio indicates at least \$50 million dollars in funding for the plan. The letter also confirmed funding will continue flowing to address the problems identified in the plan. Accordingly, staff concluded that the documentation evidenced an appropriate CRP and assigned points to the Application.

TDHCA ID#	21200	Development Name:	Edson Lofts
City:	Beaumont	Region:	5
Requestor:	Lora Myrick, Beaumont Pioneer Crossing LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Application met several threshold and scoring-related requirements, including:

- (1) eligibility/threshold disclosure of all Neighborhood Risk Factors at Pre-Application, particularly school ratings; Direct Loan documentation and waiver requirements; Pre-Application notification of County Commissioner Vernon Pierce; submission of the required Feasibility Report for this New Construction and Adaptive Reuse Development; as well as,
- (2) scoring-related qualification for points selected under 10 TAC §11.9(c)(7)(B)(ii) related to Proximity to Jobs; 10 TAC §11.9(d)(7) related to Concerted Revitalization Plan (CRP); and 10 TAC §11.9(e)(3) related to Pre-Application Participation.

Applicant Response to Notice of Administrative Deficiency:

Staff issued an Administrative Deficiency for the matters not previously addressed by staff. The Applicant timely responded. Based on the response, staff notified the Applicant that its failure to meet threshold requirements resulted in termination of the Application and denial of some of the requested points.

Analysis and Resolution:

As detailed below, staff notified the Applicant that its failure to meet threshold requirements resulted in the termination and denial of points requested for this Application. Any related appeal(s) will be addressed at a subsequent Board Meeting. The following includes a brief overview of the most pertinent threshold and scoring criteria addressed by staff, as it relates to this RFAD:

(1) Eligibility/Threshold

Neighborhood Risk Factor Disclosure

10 TAC §11.8(b) related to Pre-Application Threshold Criteria provides:

(b) Pre-Application Threshold Criteria. Pursuant to Tex. Gov't Code §2306.6704(c) pre-applications will be terminated unless they meet the threshold criteria described in subsection(a)of this section and paragraphs (1) and (2) of this subsection: (1) Submission of the Competitive HTC pre-application in the form prescribed by the Department which identifies at a minimum:

- (i) Disclosure of the following Neighborhood Risk Factors under §11.101(a)(3):
 - (ii) The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.

Staff determined a Notice of Administrative Deficiency was not required to address this matter. Review of the Pre-Application and Application submissions indicated a disclosure at full Application but not at Pre-

Application regarding the F and Met Standard TEA Ratings received by the high school with an attendance zone that includes the Development Site.

Notification Recipients

10 TAC §11.8(b)(2)(B)(vii) requires that, “[n]o later than the date the pre-application is submitted, notification must be sent to all of the entities prescribed in clauses (i) - (viii) of this subparagraph...(vii) All elected members of the Governing Body of the county in which the Development Site is located[.]”

Applicant’s response showed a timely email notification to County Commissioner Vernon Pierce prior to the Pre-Application submission deadline.

Feasibility Report

10 TAC §11.204(15) requires a Feasibility Report be submitted for all Applications except Acquisition and Rehabilitation-Only Developments. Per 10 TAC §11.2, Site Design and Feasibility Reports for 2021 Competitive HTC Applications must have been submitted by the End of the Application Acceptance Period and Full Application Delivery Date on March 1, 2021.

Staff determined an Administrative Deficiency was not required to address this matter, as the New Construction and Adaptive Reuse activities proposed for this Development triggered the requirement to submit a Feasibility Report. Because the Applicant did not submit a Feasibility Report by the deadline, staff notified the Applicant that the failure to meet the threshold report requirement resulted in the termination of the Application.

(2) Scoring

Proximity to Jobs

10 TAC §11.9(c)(7)(B)(ii) and (iii) most relevantly provide:

(B) Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) - (vi) of this subparagraph. The data used will be based solely on that available through US Census' OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. Only the 2017 data set will be used unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.

(ii) The Development is located within 1 mile of 16,500 jobs. (5 points)...

(iii) The Development is located within 1 mile of 10,500 jobs. (4 points)

The 2021 Application Manual included step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in the Application and to run a report that showed 2017 data with 11,267 primary jobs within one mile radius, which is less than the 16,500 jobs required to score five points but more than the 10,500 required to score four points under this item. Staff review determined that the Application did not qualify for the five points selected under Proximity to Jobs, but did provide sufficient documentation to qualify for four points under §11.9(c)(7)(B)(iii).

Concerted Revitalization Plan (CRP)

Staff previously determined the Application does not qualify for points under 10 TAC §11.9(d)(7)(related to Concerted Revitalization Plan (CRP)) because the documentation provided did not meet the requirements for an acceptable CRP. Most relevantly, 10 TAC §11.9(d)(7)(A)(iii)(II) requires locals residents have an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. The Neighborhood Empowerment Zone (NEZ) #5 included in the CRP did not indicate any credible evidence to support the determination that it would be considered a local planning document. Specifically, staff determined the NEZ inadequately addressed specific problems local residents face in the area of the concerted revitalization plan.

Staff also determined the NEZ documentation was insufficient to establish a history of sufficient, documented, and committed funding to accomplish its purposes on its established timetable under §11.9(d)(7)(A)(iii)(III). Specifically, staff were unable to identify any evidence of committed funding specific to the plan. On the contrary, the documentation indicated that the plan merely incentivized investment/development in the area rather than commit funding within the CRP’s boundaries. Overall staff determined the CRP itself was insufficient to meet the requirements of the QAP and issued a Notice of Scoring Adjustment subject to the Applicant’s ability to appeal.

Conclusion

In addition to the previously issued CRP Notice of Scoring Adjustment, staff notified the Applicant that the failure to meet threshold requirements resulted in termination of the Application and denial of additional points related to Proximity to Jobs. Any appeal(s) related to the aforementioned items will be addressed at a subsequent Board Meeting.

TDHCA ID#	21206	Development Name:	Woodcrest
City:	Odessa	Region:	12/At-Risk
Requestor 1:	Tracey Fine		
Requestor 2:	Alyssa Carpenter		

Nature and Basis of Request:

Both requests ask the Department to determine whether staff properly reviewed the Application for appropriate documentation to qualify for points under 10 TAC §11.9(c)(6) related to Residents with Special Housing Needs, as well as 10 TAC §11.9(e)(3) related to Pre-Application Participation. Specifically, the requests question the Application’s eligibility for all three points selected under §11.9(c)(6) due to the Application’s elected participation in the At-Risk Set-Aside. Additionally, the requests question whether the Application failed to provide accurate mailing addresses to evidence compliance with its Pre-Application notification requirements under 10 TAC §11.8(b)(2)(B) related to Notification Recipients and §11.9(e)(3).

Applicant Response to Notice of Administrative Deficiency:

Per 10 TAC §11.10:

If the assertion(s) in the RFAD have been addressed through the Application review process, and the RFAD does not contain new information, staff will not review or act on it. The RFAD may not be used to appeal staff decisions regarding competing Applications (§2306.6715(b)).

Any RFAD that questions a staff decision regarding staff's scoring of an Application filed by another Applicant will be disregarded.

Staff determined that the assertion(s) in the RFAD question scoring determinations that will be or have already been addressed through the Application review process, and the RFAD does not contain new information.

Analysis and Resolution:

The matter regarding whether the Application failed to provide accurate mailing addresses to evidence compliance with its Pre-Application notification requirements under 10 TAC §11.8(b)(2)(B) related to Notification Recipients and §11.9(e)(3) related to Pre-Application, is being addressed under a separate Board item presented for consideration at this meeting.

TDHCA ID#	21210	Development Name:	Hebron Village Supportive Housing
City:	Houston	Region:	6
Requestor 1:	Carine Yhap, Vista at Park Place LP		
Requestor 2:	Meredith Edwards		

Nature and Basis of Request:

The first request asks the Department to review the Application to determine whether the Application provided sufficient documentation to be eligible for the points under 10 TAC §11.9(d)(7) related to Concerted Revitalization Plan (CRP); 10 TAC §11.9(c)(4) related to Opportunity Index; and 10 TAC §11.9(e)(3) related to Pre-Application Participation.

The second request similarly questions CRP and Pre-Application Participation points. Additionally, the request asks the Department to review the Application to determine whether the Application should have disclosed the violent crime rates in adjoining census tracts in order to be eligible under 10 TAC §11.101(a)(3)(B) related to Neighborhood Risk Factors. The request also questions eligibility for points under 10 TAC §11.9(c)(3) related to Opportunity Index due to the poverty rate and quartile designation applicable to the Development Site. Lastly, the request inquires as to the sufficiency of Quantifiable Community Participation (QCP) documentation provided under 10 TAC §11.9(d)(4).

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, a deficiency was not required to address the CRP and QCP scoring items because staff had already addressed and issued a notice denying points.

Analysis and Resolution:

Staff previously issued Notices of Scoring Adjustments regarding the Application's determined ineligibility for points under 10 TAC §11.9(d)(4) related to Quantifiable Community Participation, as well as 10 TAC §11.9(d)(7) related to Concerted Vitalization Plan.

Thereafter, staff also notified the Applicant that its failure to meet certain threshold requirements resulted in the denial of additional points and termination of the Application. Any related appeal(s) will be addressed at a subsequent Board Meeting.

TDHCA ID#	21230	Development Name:	Calle del Norte Apartments
City:	Laredo	Region:	11
Requestor:	Rick J. Deyoe, Jack Place Ltd.		
Requestor:	Donna Rickenbacker, Marque Real Estate Consultants LLC		

Nature and Basis of Request:

The first request asks the Department to review the Application to determine the accuracy of the operating expenses provided, particularly with regard to the Debt Coverage Expense Ratio and feasibility of the Development.

The second request asks the Department to review the Application to determine whether the Applicant properly notifies the Superintendent and Presiding Officer of the Laredo Independent School District. The request also states the Funding Request in the Application reflects a Housing Tax Credit Request that is greater than 9% of the Total Housing Development Cost, making it ineligible for the three points selected under 10 TAC §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources.

Applicant Response to Notice of Administrative Deficiency:

Staff determined an Administrative Deficiency was not appropriate to address the reasonableness of operating expenses provided in the Application. Staff anticipate the Real Estate Analysis staff will address any such concerns during its review and underwriting process prior to award.

Staff issued an Administrative Deficiency regarding Leveraging and the Applicant timely responded. Based on the response, staff determined the matter had already been addressed through the full Application and deficiency process. Staff determined the Application did qualify for the points requested under §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources.

Staff had previously evaluated and addressed the question regarding notification of the appropriate school district through a Limited Review process.

Analysis and Resolution:

10 TAC §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources provides:

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

(A) An Application may qualify to receive up to three (3) points if at least 5% of the total Units are restricted to serve households at or below 30% of AMGI (restrictions elected under other point items may count) and the Housing Tax Credit funding request for the proposed Development meet one of the levels described in clauses (i) - (iv) of this subparagraph:

- (i) the Development leverages CDBG Disaster Recovery, HOPE VI, RAD, or Choice Neighborhoods funding and the Housing Tax Credit Funding Request is less than 9% of the Total Housing Development Cost (3 points). The Application must include a commitment of such funding; or
- (ii) if the Housing Tax Credit funding request is less than 9% of the Total Housing Development Cost (3 points); or
- (iii) if the Housing Tax Credit funding request is less than 10% of the Total Housing Development Cost (2 points); or
- (iv) if the Housing Tax Credit funding request is less than 11% of the Total Housing Development Cost (1 point).

In response to an administrative deficiency issued during the course of the full Application review, staff determined the Housing Tax Credit Funding Request did accurately calculate to an amount less than 9% of the Total Housing Development Cost. Accordingly, no points were lost under this scoring item. Staff has considered the matter closed.

TDHCA ID#	21243	Development Name:	Metro Lofts
City:	Dallas	Region:	3
Requestor:	Jack Traeger, Legacy Multifamily Development LLC		
Requestor:	Gary J. Cohen, Shutts & Bowen LLP		
Requestor:	Alyssa Carpenter		
Requestor:	Cece Cox, Sadler Circle Senior Apartments LLC		

Nature and Basis of Request:

The first request asks the Department to review the Application to determine whether Application 21136 or 21243 would be considered ineligible under 10 TAC §11.3(g) relating to One Award per Census Tract.

The second request claims the Application does not comply with the definition of “Development” for eligible scattered sites under 10 TAC §11.1(d)(38) of the Qualified Allocation Plan (QAP), which cites Tex. Gov’t Code §2306.6702(a)(6) and Internal Revenue Code §42(g) regarding Developments and Scattered site projects.

Additionally, the third and fourth request state the Application does not qualify for points under 10 TAC §11.9(c)(4)(A)(ii) related to Opportunity Index points. Specifically, the requests state the boundary between the proposed site and the contiguous first quartile census tract exceeds the minimum two-mile measurement.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per §11.10, an Administrative Deficiency was not required to address the tie-breaker.

Staff did issue an Administrative Deficiency to address the concern regarding eligible Scattered Site Developments and Opportunity Index. The Applicant timely responded. Based on the response, staff notified the Applicant that the proposed Scattered Site Development was ineligible under IRS Code §42(g)(7).

Staff will review the remaining response regarding Opportunity Index points and take appropriate action under the QAP.

Analysis and Resolution:

Staff addressed the tie-breaker request in the 2021 9% HTC Application Submission Log posted to the TDHCA website on May 6, 2021. Application 21243 was identified as the Application that would be considered ineligible under 10 TAC §11.3(g), relating to One Award per Census Tract, as Application 21136 won the tie-breaker based on scoring available at that time.

In regards to eligibility of the Development Site, staff notified the Application that the proposed Scattered Site Development was ineligible under IRS Code §42(g)(7). Any appeal(s) regarding these matters will be addressed at a subsequent Board Meeting.

Staff will review the Application as a backup application, pending resolution of the aforementioned eligibility issue. Any remaining decisions by staff in the course of Application review will be addressed through appropriate notifications and appeal rights provided to the Applicant.

TDHCA ID#	21259	Development Name:	Jackson Place Apartments
City:	Edinburg	Region:	11
Requestor 1:	Mario A. Trevino, Sonoma Housing Advisors LLC		
Requestor 2:	Andrew Sinnott, Calle del Norte Apartments LP		
Requestor 3:	Donna Rickenbacker, Marque Real Estate Consultants LLC		

Nature and Basis of Request:

All three requests ask the Department to review Application 21259 to determine whether it is eligible for the points selected under 10 TAC §11.9(c)(7)(B)(iii) related to Proximity to Jobs. Specifically, the requests identify the use of 2018 OnTheMap data for the Proximity to Jobs scoring item rather than the required 2017 data.

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency under 10 TAC §11.1(d)(2) requesting information regarding points requested for Proximity to Jobs, and the Applicant responded timely.

Analysis and Resolution:

Per 10 TAC §11.9(c)(7)(B)(iii) - (v):

(B) Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) - (vi) of this subparagraph. The data used will be based solely on that available through US Census' OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. Only the 2017 data set will be used unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.

- (iii) The Development is located within 1 mile of 10,500 jobs. (4 points)
- (vi) The Development is located within 1 mile of 7,500 jobs. (3 points)
- (v) The Development is located within 1 mile of 4,500 jobs. (2 points)

The 2021 Application Manual included step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in Tab 47 of the Application and to run a report that showed 6,326 Primary Jobs within a one mile radius, which is less than

the 10,500 jobs required to score four points under this item. Staff review determined that the Application does not qualify for four points selected, but does qualify for two points under Proximity to Jobs.

The Applicant was provided a Scoring Notice that denied the four points requested and assigned two points for this scoring item, subject to the Applicant's ability to appeal to the Executive Director. If the Applicant appeals and the Executive Director denies the appeal, any board appeal will be heard at a subsequent meeting.

TDHCA ID#	21260	Development Name:	Mountain View Villas
City:	Del Rio	Region:	11
Requestor:	Andrew Sinnott, Eagles Gate Apartments LP		

Nature and Basis of Request:

The request asks the Department to review Application 21260 to determine whether it is eligible for the points selected under 10 TAC §11.9(c)(7)(B)(v) related to Proximity to Jobs. Specifically, the request identifies the use of 2018 OnTheMap data for the Proximity to Jobs scoring item rather than the required 2017 data.

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency under 10 TAC §11.1(d)(2) requesting information regarding points requested for Proximity to Jobs, and the Applicant responded timely.

Analysis and Resolution:

Per 10 TAC §11.9(c)(7)(B)(v) and (vi):

(B) Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) - (vi) of this subparagraph. The data used will be based solely on that available through US Census' OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. Only the 2017 data set will be used unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.

(v) The Development is located within 1 mile of 4,500 jobs. (2 points)

(vi) The Development is located within 1 mile of 2,000 jobs. (1 point)

The 2021 Application Manual included step-by-step directions for using the OnTheMap tool. Using those steps, staff was able to locate the Development Site using the coordinates provided in Tab 47 of the Application and to run a report that showed 4,273 Primary Jobs within a one mile radius, which is less than the 4,500 jobs required to score two points under this item. Staff review determined that the Application does not qualify for two points selected, but does qualify for one point under Proximity to Jobs.

The Applicant was provided a Scoring Notice that denied the two points requested and assigned one point for this scoring item, subject to the Applicant’s ability to appeal to the Executive Director. If the Applicant appeals and the Executive Director denies the appeal, any board appeal will be heard at a July meeting.

TDHCA ID#	21261	Development Name:	The Ponderosa
City:	Alice	Region:	10
Requester:	David Fournier, Fish Pond Development LLC		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Application should have disclosed the Neighborhood Risk Factor relating to school ratings at Pre-Application. The request also inquires as to as well as whether the Applicant should have re-notified Notification Recipients both because of a residential increase as well as for the purposes of notifying the newly elected County Commissioner.

The request also inquires as to whether the Application qualifies for the points selected under §11.9(e)(2)(B) related to Cost of Development Per Square Foot. Depending on the resulting scores, the request then asks the Department to assess whether the Application is eligible to receive Pre-Application Points under §11.9(e)(3) related to Pre-Application Participation.

Applicant Response to Notice of Administrative Deficiency:

Staff sent an Administrative Deficiency regarding Application requirements and the Applicant timely responded. Staff will review the response and take appropriate action under the QAP.

Analysis and Resolution:

Staff will review the Application as a backup application, pending resolution of the eligibility issue. Any decisions by staff in the course of Application review will be addressed through appropriate notifications and appeal rights provided to the Applicant.

TDHCA ID#	21275	Development Name:	Avanti Heritage Park
City:	Corpus Christi	Region:	10
Requester:	Cynthia Marquez, Palms at Blucher Park		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the Applicant’s Site Control has lapsed or is otherwise not compliant with the requirements of the QAP. The request questions whether the Applicant would be able to provide documentation of the Development Owner’s ability to compel title of any Affiliated property acquisition(s) pursuant to 10 TAC §11.204(10).

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, the Application has a noncompetitive score relative to other Applications in the same subregion and will likely not be eligible for an award through the collapse.

Analysis and Resolution:

The information provided in the request will be considered if staff proceeds with a complete review of the Application. If it is found that the Application does not qualify for points under any scoring item, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff's decision.

TDHCA ID#	21290	Development Name:	FishPond at Alice
City:	Alice	Region:	10
Requestor:	Rick J. Deyoe, The Ponderosa Ltd.		

Nature and Basis of Request:

The request asks the Department to review the Application to determine whether the changes to the Pre-Application, as reflected in the final Application submission, are significant enough to impact Pre-Application Participation points under 10 TAC §11.9(e)(3). Specifically, the request questions the decrease in units and resulting increase in the amount of tax credits requested at Application. The request also inquires as to the Application's eligibility for points under 10 TAC §11.9(d)(1)(B) related to Local Government Support, with specific regard for the information provided to the City of Alice prior to issuing a Resolution of Support. Lastly, the request asks the Department to review the financial feasibility of the Application under 10 TAC §11.9(e)(1) due to the significant increases in construction costs experienced by the Requestor themselves in Region 10. The request questions the estimated construction costs, projected cash flow, and the resulting impact on the Application's ability to cover its operating expenses and debt service.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per §11.10, an Administrative Deficiency was not required to address the matters eligible for consideration as a part of the Request for Third Party Notice of Administrative Deficiency.

Analysis and Resolution:

The matters raised by the requester do not support issuance of an Administrative Deficiency, as they do not impact scoring or threshold requirements.

TDHCA ID#	21291	Development Name:	The Legacy at Denton
City:	Denton	Region:	3
Requestor 1:	Alyssa Carpenter		
Requestor 2:	Zachary Krochtengel		

Nature and Basis of Request:

The requests ask the Department to review the Application to determine whether the documentation provided to support Application 21291's eligibility for the points requested under: 10 TAC §11.9(e)(2) related to Cost of Development per Square Foot; 10 TAC §11.9(c)(1) related to Income Levels of Residents; 10 TAC §11.9(b)(2) related to Sponsor Characteristics; and depending on resulting score, 10 TAC §11.9(e)(3) related to Pre-Application Participation.

The requests also inquire as to whether the Application includes sufficient documentation evidencing Site Control. The inquiry gives particular regard for how the ownership structure presented in the Application will

impact the Development Owner's ability to obtain or otherwise benefit from the expected property tax exemption for the Development Site.

Applicant Response to Notice of Administrative Deficiency:

Staff determined that per 10 TAC §11.10, the Application has a noncompetitive score relative to other Applications in the same subregion and will likely not be eligible for an award through the collapse.

Analysis and Resolution:

The information provided in the request will be considered if staff proceed with a complete review of the Application. If it is found that the Application does not qualify for points under any scoring item, the Applicant will be sent the appropriate notice, and will have the ability to appeal staff's decision.

TDHCA ID#	21305	Development Name:	Jackson Road Apartments
City:	McAllen	Region:	11
Requestor:	Donna Rickenbacker, Marque Real Estate Consultants LLC		

Nature and Basis of Request:

The requests ask the Department to review the Application to determine whether the documentation provided is sufficient to be eligible for the points requested under 10 TAC §11.9 related to Proximity to Jobs because the Applicant submitted 2018 rather than the required 2017 OnTheMap data. The request also inquires as to the documentation provided evidencing Site Control and Zoning.

Applicant Response to Notice of Administrative Deficiency:

Staff determined this Application is not currently in a position to be awarded due to the 10 TAC §11.3 One Award per Census Tract Limitation.

Analysis and Resolution:

Staff will review the Application as a backup application should Application 21039 lose points or eligibility. Review will include the information in the request and response. Any decisions made by staff will be handled in the same manner as any other staff decision, with notifications and appeal rights provided to the Applicant.

21003

Tomball Senior Village

Amber Ridge Apartments, LP

1329 East Lark Street
Springfield, MO 65804

May 3, 2021

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Request for Administrative Deficiency #21003 – Tomball Senior Village

Dear Ms. Holloway:

Pursuant to 10 TAC §11.10, Amber Ridge Apartments, LP respectfully requests staff to review the zoning documentation provided by the applicant for application #21003 – Tomball Senior Village – in terms of whether the zoning complies with the Housing for Older Persons Act (HOPA). We believe that the City of Tomball’s zoning for this parcel of land may be inconsistent with HOPA despite the applicant certifying that the “Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act” in Tab 17 (Development Narrative).

The definition of “Retirement housing for the elderly” in section 50-2 of the City’s ordinances state: “*Retirement housing for the elderly, (also independent living center or congregate housing,)* means a development providing self-contained dwelling units specifically designed for the needs of the elderly. Units may be rented or owner-occupied. To qualify as retirement housing, a minimum of 80 percent of the total units shall have a **household head** 55 years of age or greater. No long-term or permanent skilled nursing care or related services are provided.”

This definition is also reflected in the zoning letter dated February 12, 2021, from Amelia Lindley, City Planner for the City of Tomball: “According to Section 50-2 (Definitions), “Retirement housing for the elderly, (also independent living center or congregate housing,) means a development providing self-contained dwelling units specifically designed for the needs of the elderly. Units may be rented or owner-occupied. To qualify as retirement housing, a minimum of 80 percent of the total units shall have a **household head** 55 years of age or greater. No long-term or permanent skilled nursing care or related services are provided”.

However, this description of the type of housing permitted by the City on this parcel appears to be inconsistent with 24 CFR §100.304 and §100.307 of the Housing for Older Persons Act, which discusses housing for persons who are 55 years of age or older. 24 CFR §100.304 does not contain any restrictions as to who in the household has to be 55 years of age or older, while 24 CFR §100.307(d)(7), states the following with respect to verification of occupancy: “(d) Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community: [...] (7) A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.”

Amber Ridge Apartments, LP

1329 East Lark Street
Springfield, MO 65804

We appreciate staff reviewing this matter. If staff finds that the City's zoning is not consistent with HOPA, we respectfully request Tomball Senior Village no longer be considered for award as it cannot comply under the Fair Housing Act. If you have any questions or would like further information, please do not hesitate to contact me at asinnott@wilhoitproperties.com or by phone at 631-241-3306.

Sincerely,

Andrew Sinnott

Andrew Sinnott
Representative of Amber Ridge Apartments, LP

21004

Skyline at Cedar Crest



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May 3, 2021

Texas Department of Housing and Community Affairs
Attention: Ms. Marni Holloway, Director of Multi-Family Finance
Attention: Ms. Alena Morgan
9% HTC Program Administrator
221 East 11th Street
Austin, Texas 78701

Re: Skyline at Cedar Crest #21004 ("Skyline")
Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Morgan:

We represent the applicant for Clifton Riverside, #21078 ("Clifton"). In accordance with Section 11.10 of the 2021 Qualified Allocation Plan, our client is bringing material information about Metro Lofts to staff's attention. Our client is requesting that staff consider whether the matter described in this letter and supporting documentation constitutes a Material Deficiency.¹ A copy of this request has been delivered concurrently to a representative of Skyline.

POSITION STATEMENT

In order to be considered eligible for scoring and possible funding, an application for Housing Tax Credits must reference and describe a residential housing project that meets the definition of "Development", as defined in Section 11.1(d)(38) of the Rules, which provides as follows:

“(38) Development-A residential housing project that consists of one or more buildings under common ownership and financed under a common plan which has applied for Department funds. This includes a proposed low income housing project, as defined by Code Section 42(g), that consists of one or more buildings containing multiple Units owned that is financed under a common plan, and that is owned by the same Person for federal tax purposes and may consist of multiple

¹ Term used but not defined in this letter shall have the meanings given them into the HCA's Qualified Allocation Plan (the "Rules").

buildings that are located on scattered sites and contain only rent restricted Units. (Section 2306.6702(a)(6)).” (emphasis added)

Texas Government Code Section 2306.6702 provides a similar definition, as follows:

“(6) Development” means a proposed qualified low income housing project, as defined by Section 42(g), Internal Revenue Code of 1986 (26 U.S.C. Section 42(g)), that consists of one or more buildings containing multiple units, that is financed under a common plan, and that is owned by the same person for federal tax purposes, including a project consisting of multiple buildings that:

- (A) are located on scattered sites; and
- (B) contain only rent-restricted units.” (emphasis added).

Internal Revenue Code § 42(g)(7) provides as follows:

“(7) Scattered site projects.

Buildings which would (but for their lack of proximity) be treated as a project for purposes of this section shall be so treated if all of the dwelling units in each of the buildings are rent-restricted (within the meaning of paragraph (2)) residential rental units.”

The meaning and intent of Rule 11.1(d)(38) and Texas Government Code § 2306.6702(a)(6) is clear. An affordable housing project which is comprised of scattered sites is only eligible to apply for and be allocated housing tax credits if and to the extent that 100% of the residential units therein are rent restricted. While there is no definition of the term “rent restricted” in the Rules, the reference in the definition of “Development” to Internal Revenue Code § 42(g) leads to Internal Revenue Code § 42(g)(7), wherein the substantially identical requirement that all dwelling units in a scattered site development be “rent restricted” then refers to Internal Revenue Code § 42(g)(2). Internal Revenue Code § 42(g)(2) defines “rent restricted units” as units with respect to which the gross rent does not exceed 30% of the imputed income limitation applicable to such unit.

If a unit is designated in a tax credit application as a “market” unit then such unit is not “rent restricted”, since the land use restriction agreement to be entered into between the applicant and TDHCA will not impose rent restrictions with respect to such “market” unit and the applicant may charge whatever rent it chooses with respect thereto (i.e., there is no restriction on the rent which may be charged for such unit).

In its application, Skyline clearly indicates that the project consists of scattered sites (see Job 17 Development Narrative Question 1, attached), and that the proposed project does not

contain only rent-restricted units (see Tab 24 Rent Schedule, attached). As such, it is clear that the residential rental housing project proposed by Skyline does not meet the definition of “Development” under Rule 11.1(d)(38).

The Rules are replete with references to the term “Development”); it is obvious that in order for a residential rental project to be eligible to apply for and receive housing tax credits, the proposed project must meet the definition of “Development” contained in the Rules. See for example, the following:

1. Applicant Eligibility Certification. “All representations, undertakings and commitments made by Applicant in the Application process for a Development... expressly constitutes conditions to any Commitment, Determination, Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue an award...”.

2. Development Owner Certification, Acknowledgment and Consent. “The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development...”. “The Development will satisfy the minimum point threshold for common amenities...”. “The Development will meet the minimum size of Units...”.

3. Rule 11.1(a). “All requirements herein and those applicable to a Housing Tax Credit Development... collectively constitute the QAP...”.

4. Rule 11.1(d)(5) Applicable Percentage. “The percentage used to determine the amount of the Housing Tax Credit for any Development...”.

5. Rule 11.4(b). “For any given Development, an Applicant may not request more than 150% of the credit amount available in the subregion...”.

6. Rule 11.8(b)(2) Pre-Application Threshold Criteria. The threshold criteria for a pre-application submission includes the following: “The Applicant must list in the pre-application all Neighborhood Organizations on record with the county or state 30 days prior to the beginning of the Application Acceptance Period whose boundaries include the entire proposed Development.”

7. Rule 11.9(b)(1)(A) Unit Sizes (6 points). “The Development must meet the minimum requirements identified in this subparagraph to qualify for points.”

8. Rule 11.9(c)(1) Income Levels of Residents. “An Application may qualify for up to sixteen (16) points for rent and income restricting a Development for the entire Affordability Period at the levels identified...”.

9. Rule 11.9(c)(2) Rent Levels of Tenants. “An application may qualify and receive up to thirteen (13) points for rent and income restricting a Development for the entire Affordability Period.”

10. Rule 11.9(e)(3) Pre-Application Certification. “Applications that meet all the requirements described in subparagraphs (A)-(H) of this paragraph will qualify for six (6) points:... (B) The designation of the proposed Development as Rural or Urban remains the same; and (C) the proposed Development serves the same Target Population.”

11. Rule 11.101(a)(5) Common Amenities. “All Developments must include sufficient common amenities as described in subparagraph (C) of this paragraph to qualify for at least the minimum points required...”

12. Rule 11.101(a)(6)(A) Unit Sizes. “Developments proposing New Construction or Reconstruction will be required to meet the minimum sizes of Units as provided in clauses (i)-(v) of this subparagraph.”

13. Rule 11.101(a)(8) Development Accessibility Requirements. “All Developments must meet all specifications and accessibility requirements as identified in Subparagraphs (A)-(F) of this paragraph...”

14. Rule 11.204(9)(A) Architectural Drawings. “For all Developments a site plan must be submitted that includes the terms identified in clauses (i)-(xii) of this subparagraph.”

15. Rule 11.204(11) Zoning. “Acceptable evidence of zoning for all Developments must include one of subparagraphs (A)-(D) of this paragraph.”

16. Rule 11.204(15) Feasibility Report. “This report, compiled by the Applicant or Third Party Consultant, and prepared in accordance with this paragraph, which reviews site conditions and developments requirements of the Development and Development Site, is required...”

In light of the above requirements set forth in the Rules, it is clear that a proposed residential rental project must, in order to be eligible to receive points under the tax credit application or to be eligible to submit such application, first meet the definition of “Development” set forth in Rule 11.1(d)(38). Since such definition requires that scattered site developments contain only rent restricted units, and since Skyline clearly does not provide for 100% rent restricted units, the Skyline application should be deemed ineligible.

We understand that under Internal Revenue Code Section 42(g)(3)(D), a developer may file an election with the Internal Revenue Service to treat each building in a scattered site development as a separate project and, as a result thereof, for federal income tax purposes, the

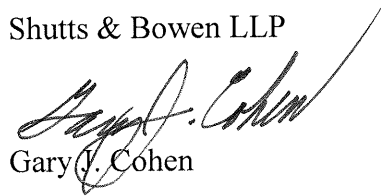
May 3, 2021
Page 5

Development would no longer be considered a “scattered site” development and would no longer be required to contain only rent restricted units. This election is not provided for or permitted under the Texas Rules, which simply and clearly require that a scattered site development (which Skyline has admitted it is in its application) must contain only rent restricted units. The definition of “Development” does not reference multiple single building projects, which would be the result if Skyline contends that they are not proposing a scattered site development due to the IRS Section 42(g)(3)(D) election. The definition references a single residential housing project. Skyline has admitted in its application that it is proposing a single scattered site project; if they intend to utilize the IRS election (which should not in any event affect its scattered site status under the Texas application) then they should not have self-identified as proposing a scattered site development in their application.

Thank you for your consideration of this matter.

Sincerely,

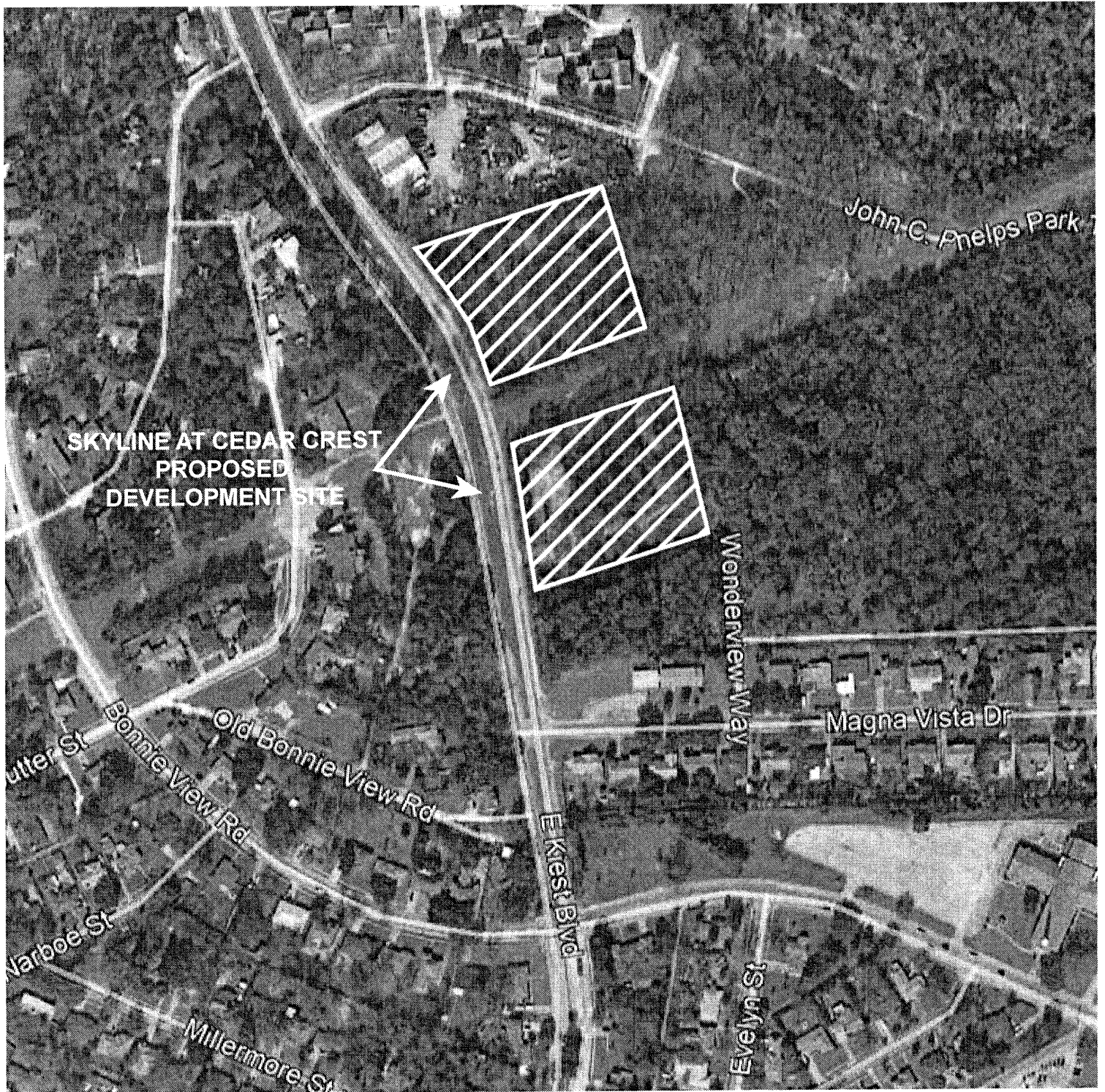
Shutts & Bowen LLP



Gary J. Cohen

GJC
MIADOCS 22186954 1

SKYLINE AT CEDAR CREST
TAB 8 - STREET MAP WITH SITE DRAWN IDENTIFIED



21004

Skyline at Cedar Crest

May 3, 2021

Marni Holloway
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

RFAD HTC Application 21004 The Legacy in Denton

Dear Ms. Holloway:

Please consider this Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21004.

This application has a material deficiency that should result in termination because it is not an eligible site based on the QAP or Section 42 of the IRC.

The Applicant identifies the Development Site as a Scattered Site on Tab 17 of the application. However, the Rent Schedule identifies 20% of the units as Market Rate which is against the definition of Development. Based on the definition of Development below found in the QAP:

(38) Development--A residential rental housing project that consists of one or more buildings under common ownership and financed under a common plan which has applied for Department funds. This includes a proposed qualified low income housing project, as defined by Code, §42(g), that consists of one or more buildings containing multiple Units owned that is financed under a common plan, and that is owned by the same Person for federal tax purposes and may consist of multiple buildings that are **located on scattered sites and contain only rent restricted Units.** (§2306.6702(a)(6)).

Further, the Applicant represented the 20% market rate units to the City of Dallas which has a strict scoring system to receive a resolution of support. Without these units this project would no longer comply with the Comprehensive Housing Policy of the City of Dallas. Finally, with the removal of the increased rent from the market rate units we believe the Development would be financially infeasible as there would be a loss of approximately \$66,000 in possible rent collections.

Regards,

Zachary Krochtengel

21039

Uvalde Villas

AVANTI LEGACY SPRINGFIELD, LP

May 3, 2021

Via Electronic Mail

Alena R. Morgan, JD
Competitive 9% Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701-2401

**RE: Uvalde Villas, TDHCA #21039
Third Party Request for Administrative Deficiency**

Dear Ms. Morgan:

Please accept this correspondence as a Request for Administrative Deficiency on behalf of Avanti Legacy Springfield, LP, TDHCA #21276, for the Uvalde Villas, TDHCA #21039 (“the Applicant”), proposed in the City of McAllen. In accordance with §11.10 of the 2021 Qualified Allocation Plan (“QAP”), we are bringing new, material information about TDHCA Application #21039 (“the Application”) to staff’s attention. We are requesting that staff consider whether the matters described in this request and supporting documentation warrant a Material Deficiency and ultimately the termination of the Application. Specifically, we believe the Applicant was required but failed to submit the threshold documentation identified by §11.204(8)(G)(i)-(iv) of the QAP required for an Application where structures on the Development Site were occupied during the Application Acceptance Period. Capitalized terms used but not defined in this letter shall have the meanings given them in the QAP.

The Applicant is proposing a Development Site where four single-family homes are currently occupied and have been since the Application Acceptance Period began. See Exhibit A for images of the Occupied Developments located on the Development Site. Section 11.204(8)(G) of the QAP states that “the items identified in clauses (i) – (vi) of this subparagraph must be submitted with *any* Application where *any* structure on the Development Site is occupied at any time after the Application Acceptance Period begins...,” even if demolition is proposed. An Applicant that is unable to provide one of the items “must provide an explanation of such non-applicability.”

Per §11.204(8)(G), an Applicant must submit:

- (i) At least one of the items identified in subclauses (I) – (IV) of this clause:
 - (I) Historical monthly operating statements of the Existing Residential Development for 12 consecutive months ending not more than three months from the first day of the Application Acceptance Period;
 - (II) The two most recent consecutive annual operating statement summaries;
 - (III) The most recent consecutive six months of operating statements and the most recent available annual operating summary; or
 - (IV) All monthly or annual operating summaries available; and
- (ii) A rent roll not more than six months old as of the first day the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units;
- (iii) A written explanation of the process used to notify and consult with the tenants in preparing the Application;
- (iv) A relocation plan outlining relocation requirements and a budget with an identified source;

Avanti Legacy Springfield, LP
8500 Shoal Creek Blvd, Bldg. 4, Ste. 208, Austin, TX 78757
Phone – (512) 982-1342 | Fax – (512) 900-2860
contact@madhousedevelopment.net

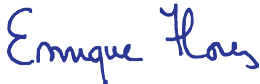
- (v) Any documentation necessary for the Department to facilitate, or advise an Applicant with respect to or to ensure compliance with the Uniform Relocation Act and any other relocation laws or regulations as may be applicable; and
- (vi) If applicable, evidence that the relocation plan has been submitted to all appropriate legal or governmental agencies or bodies.

Accordingly, the Applicant must satisfy the requirements of §11.204(8)(G) because: (1) the Applicant is applying for housing tax credits (*any applicant*); and (2) there are single-family homes (*any structure*) on the Development Site that are occupied. Therefore, the Applicant is required to complete the first half of Tab 21 of the Application (Exhibit B) and submit the items identified in §11.204(8)(G)(i)-(vi) referenced above. In this case, the Applicant failed to complete the relevant section of Tab 21 and did not submit any of the required threshold documentation identified in §11.204(8)(G)(i)-(vi) or provide any explanation of such non-applicability.

Furthermore, §11.204 of the QAP identifies “threshold documentation that is required at the time of Application submission.” According to the QAP, the failure to provide threshold documentation “that existed prior to submission of an Application to...meet threshold requirements” is a Material Deficiency and “may result in...a termination” of an Application. Therefore, the failure to provide threshold documentation required under §11.204, including §11.204(8)(G) regarding Occupied Developments, would constitute a Material Deficiency resulting in the termination of an Application. Here, the Applicant’s failure to provide the “threshold documentation” identified in §11.204(8)(G) and described in the previous paragraph constitutes a Material Deficiency resulting in the termination of the Application.

A copy of this request is being delivered concurrently to a representative for Application #21039. I appreciate your review and consideration of this matter. Please let me know if you have any questions or if I can provide any additional information.

Sincerely,



Enrique Flores, Authorized Signatory
Avanti Legacy Springfield, LP

cc: Steve Lollis – steve@texasgreyoaks.com
Donna Rickenbacker – donna@marqueconsultants.com

EXHIBIT A

Street Map - Uvalde Villas

Occupied Developments -
Single-Family Homes



DRIVEWAY ACCESS TO SITE

SITE
Uvalde Villas

Street Images of the Four Occupied Developments

Home #1



Home #2



Home #3




Home #4



EXHIBIT B

Occupied Developments



Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
 - The two (2) most recent consecutive annual operating statement summaries; or 
 - The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
 - All monthly or annual operating summaries available.
- AND**
- UPLOAD SEPARATELY FROM THE APPLICATION**, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
 - A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
 - If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
 - A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
<https://www.tdhca.state.tx.us/program-services/ura/relocation.htm>
- Number of housing units (including Manufactured Housing Units) on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of businesses on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of nonprofit organizations on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity
- Number of farms on the site:
 - Owned or controlled by the Seller
 - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt; 
- Dated Voluntary Acquisition Notification to Owner; and 
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

21039

Uvalde Villas

SONOMA HOUSING ADVISORS, LLC

May 3, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

RE: Uvalde Villas
Uvalde Ave. (east of S 10th St.)
McAllen, Texas 78503
TDHCA Application #21039

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Application. The Application does not indicate that it is an occupied development. From my understanding, there are four homes that are currently occupied that are set to be demolished according to the site plan that was submitted.

Under §11.204(8)(G) of the QAP, the items identified in clauses (i) – (vi) of this subparagraph must be submitted with any Application where any structure on the Development Site is occupied at any time after the Application Acceptance Period begins or if the Application proposes the demolition of any housing occupied at any time after the Application Acceptance Period begins. Clauses (i) – (vi) are shown on Page 2.

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review and consider this factor in the tax credit application review and award. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,



Mario A. Trevino
Development Consultant

- (i) At least one of the items identified in subclauses (I) – (IV) of this clause:
 - I. Historical monthly operating statements of the Existing Residential Development for 12 consecutive months ending not more than three months from the first day of the Application Acceptance Period;
 - II. The two most recent consecutive annual operating statement summaries;
 - III. The most recent consecutive six months of operating statements and the most recent available annual operating summary; or
 - IV. All monthly or annual operating summaries available; and
- (ii) A rent roll not more than six months old as of the first day the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, unit mix, and any vacant units;
- (iii) A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6))
- (iv) A relocation plan outlining relocation requirements and a budget with an identified funding source; (§2306.6705(6))
- (v) Any documentation necessary for the Department to facilitate, or advise an Applicant with respect to or to ensure compliance with the Uniform Relocation Act and any other relocation laws or regulations as may be applicable; and
- (vi) If applicable, evidence that the relocation plan has been submitted to all appropriate legal or governmental agencies or bodies. (§2306.6705(6))

21048

Price Lofts

SONOMA HOUSING ADVISORS, LLC

May 3, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

RE: Price Lofts
54 South Price Road
Brownsville, Texas 78521
TDHCA Application #21048

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Application. The Application claims to have 13,910 primary jobs within a 1-mile radius. The OnTheMap tool supports this but I found it interesting that about 7,400 of these jobs are from Educational Services (see picture below). There is one school within 1 mile (Homer Hanna Early College High School) and this school only has about 2,600 students. I find it illogical that a school with 2,500 students employs 7,400 people.

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review and consider this factor in the tax credit application review and award. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,



Mario A. Trevino
Development Consultant



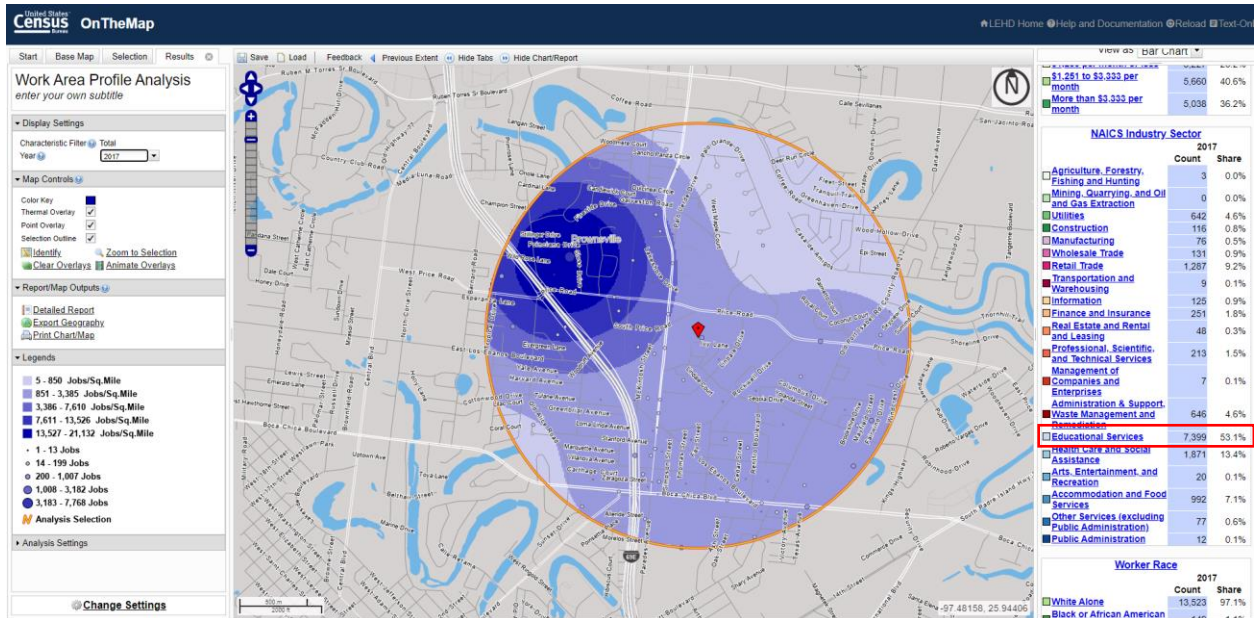
Hanna High School

2615 Price Rd, Brownsville, Texas | (956) 548-7600

#3,972 in National Rankings

Overall Score 77.76/100

QUICK STATS	
Grades	9-12
Total Enrollment	2,603
Student-Teacher Ratio	15:1



21054

Reserve at Palestine

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 21054 Reserve at Palestine

Dear Ms. Morgan:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21054 Reserve at Palestine. This RFAD concerns two scoring items.

11.9(c)(7) Proximity to Job Areas

This section awards up to 6 points if the development site is located either in close proximity to the Urban Core or close proximity to Jobs. Subparagraph B concerns Proximity to Jobs and the data is obtained from the US Census OnTheMap website and is limited to the 2017 data set.

This Application selected 2 points under subparagraph B for a Development located within 1 mile of 4,500 jobs. When independently fact checking this Development Site using the coordinates provided in the Application, the OnTheMap website gives a 2017 jobs total of only 4,404 jobs, which would be eligible for only 1 point.

While the Applicant has provided documentation from OnTheMap that indicates a jobs total of 4,520, this does not seem to be able to be replicated. For the integrity of the program and the scoring process, it is imperative that data and documentation is verifiable. 2016 and 2018 jobs totals at these coordinates are also less than 4,500. Based on the most recent last 3 years of US Census jobs data, this is not a location that has over 4,500 jobs and that would be eligible for 2 points. We ask that TDHCA verify if the 2017 data set truly supports a jobs total of over 4,500 jobs for this location.

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a pre-application meeting the requirements of this section. Specifically, the QAP requires the following:

(H) The pre-application met all applicable requirements.

Subparagraph H requires that the pre-application met all applicable requirements. Section 11.8 Pre-Application Requirements outlines these requirements. New in the 2021 QAP, 11.8(b)(2)(B) concerning notification recipients states that **Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.** While some Applicants uploaded excel files with mailing addresses to the Pre-Application, there is no evidence that this Applicant provided accurate mailing addresses in the Pre-Application. If the Applicant did not provide mailing addresses, the Pre-Application did not meet all applicable requirements and would not be eligible for Pre-Application Participation points.

Thank you for your attention.

Sincerely,



Alyssa Carpenter

Full Application

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

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

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

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

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

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

A. Proximity to the Urban Core

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

OR

B. Proximity to Jobs (select one)

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

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



Reserve at Palestine

Census on the Map Lat Long

Coordinates Used
to Verify Jobs

Full Application

Legend

-  31.73522, -95.63330
-  Reserve at Palestine

Willow Creek Pkwy

31.73522, -95.63330

256

Google Earth

© 2021 Google

1000 ft



Full Application

OnTheMap

[LEHD Home Help and Documentation Reload Text-Only](#)

Start Base Map Selection Results

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Work Area Profile Analysis

enter your own subtitle

Display Settings

Characteristic Filter Total

Year 2017

Map Controls

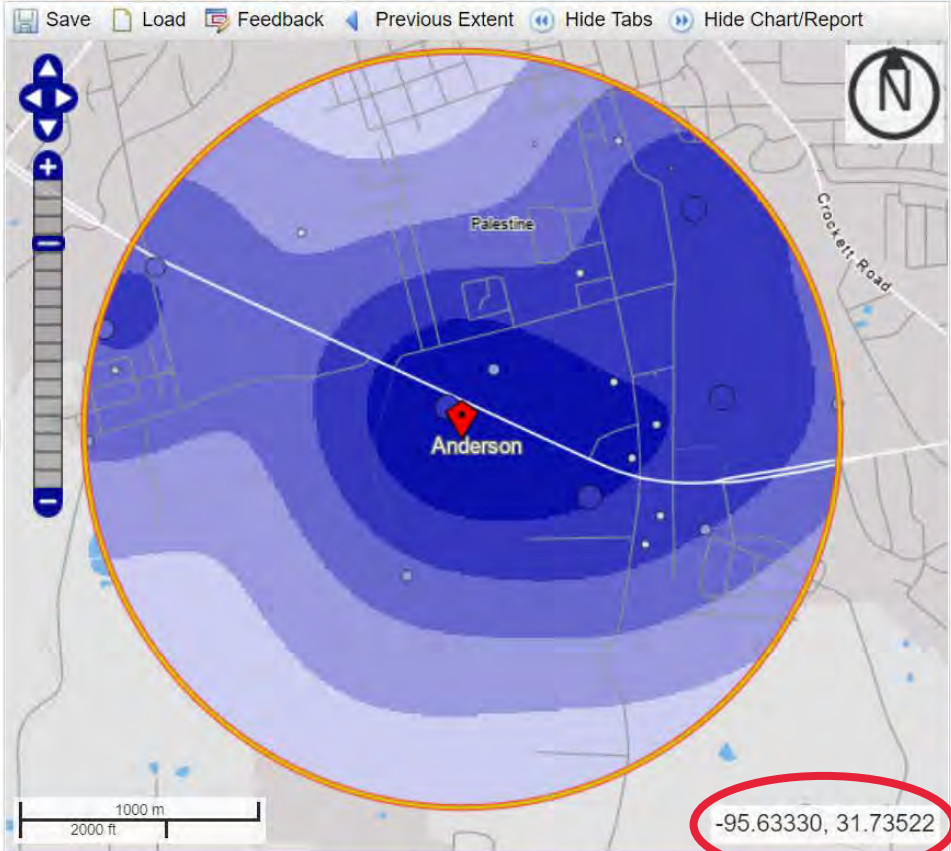
- Color Key
- Thermal Overlay
- Point Overlay
- Selection Outline
- Identify
- Zoom to Selection
- Clear Overlays
- Animate Overlays

Report/Map Outputs

- Detailed Report
- Export Geography
- Print Chart/Map

Legends

[Change Settings](#)



Click a Characteristic link in the Summary Report to see more detail.

View as Bar Chart

Total Primary Jobs

	2017	
	Count	Share
Total Primary Jobs	4,520	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,097	24.3%
Age 30 to 54	2,465	54.5%
Age 55 or older	958	21.2%

Earnings

	2017	
	Count	Share

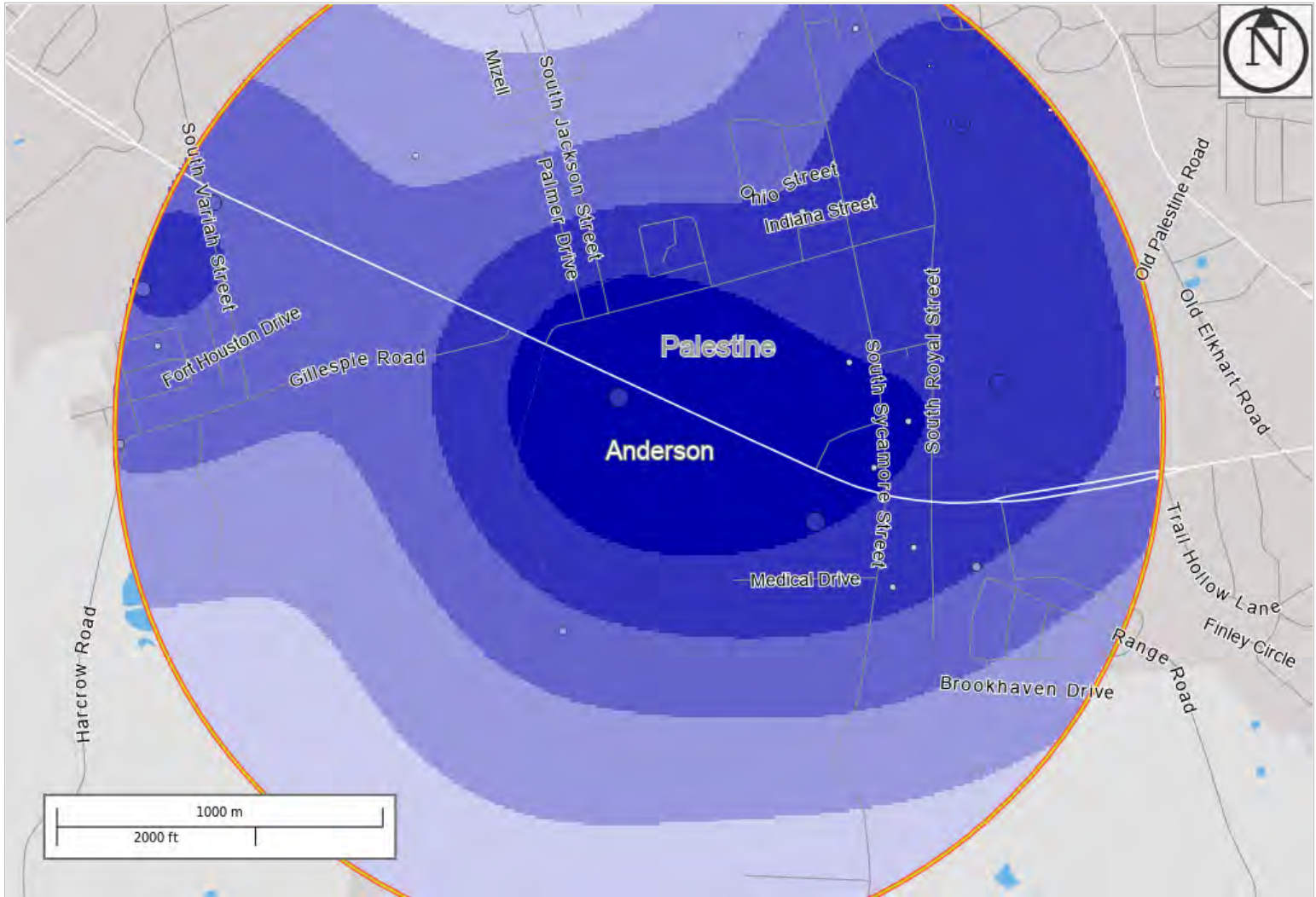
Work Area Profile Report Primary Jobs for All Workers in 2017

Full Application

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 11/16/2020

Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

- 5 - 168
- 169 - 658
- 659 - 1,474
- 1,475 - 2,617
- 2,618 - 4,087

Job Count [Jobs/Census Block]

- 1 - 3
- 4 - 33
- 34 - 166
- 167 - 524
- 525 - 1,278

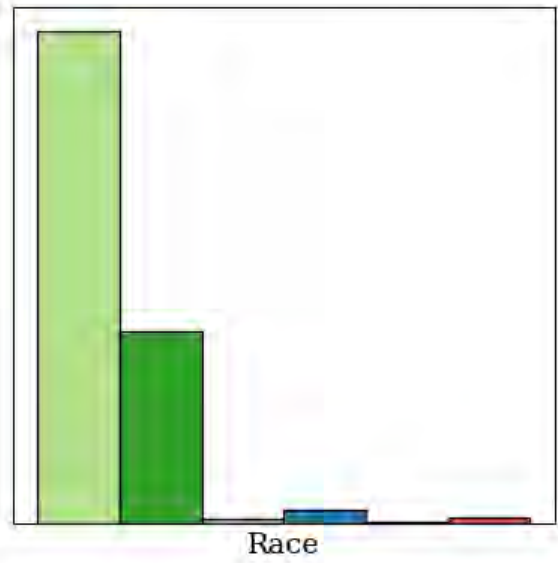
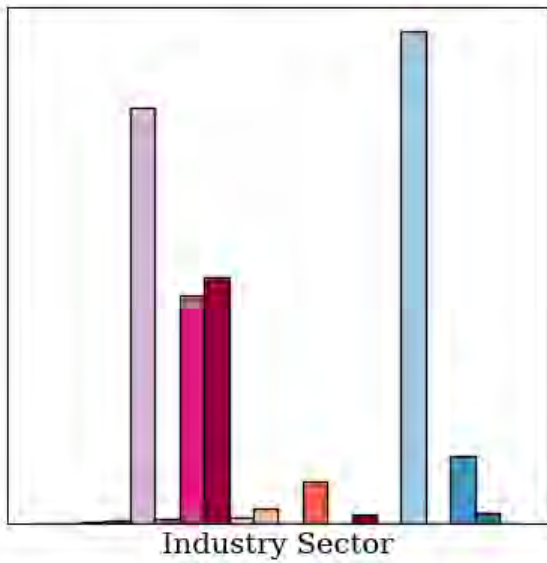
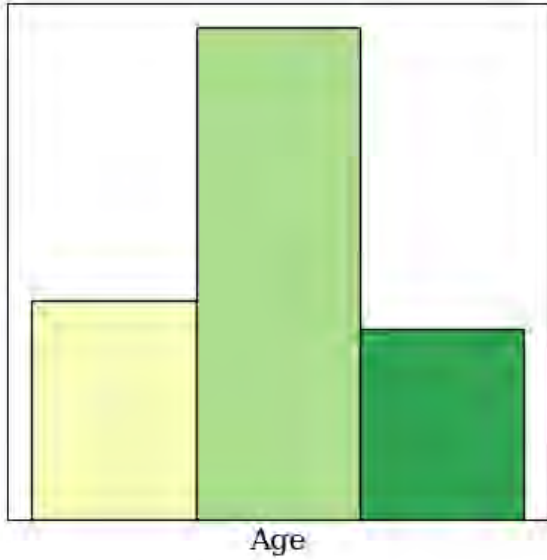
Selection Areas

- 🔴 Analysis Selection



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area

Total	2017	
	Count	Share
Total Primary Jobs	4,520	100.0

Total	2017	
	Count	Share
Total Primary Jobs	4,520	100.0

Additional Information

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2017
Job Type	Primary Jobs
Labor Market Segment	All Workers
Selection Area	Selection Area Freehand Drawing buffered 1.00 miles
Selected Census Blocks	77
Analysis Generation Date	11/16/2020 19:28 - OnTheMap 6.6
Code Revision	d7f8a300c9f4e458f61bc73d3099ca2cb8f8feaa
LODES Data Version	20170818

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2017).

Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.

Work Area Profile Report

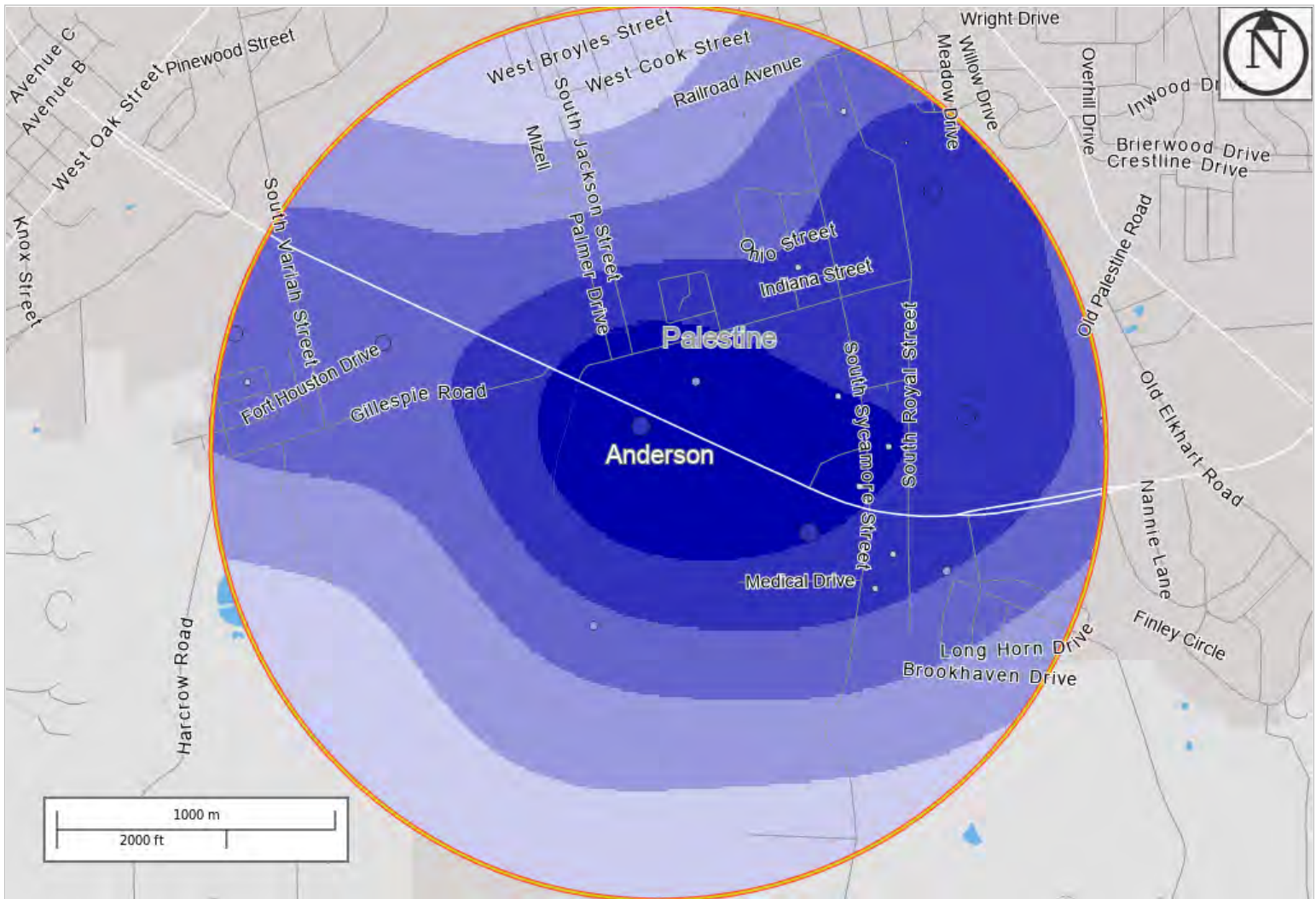
Primary Jobs for All Workers in 2017

Jobs report using same
coordinates accessed
3/25/21

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 03/25/2021

Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

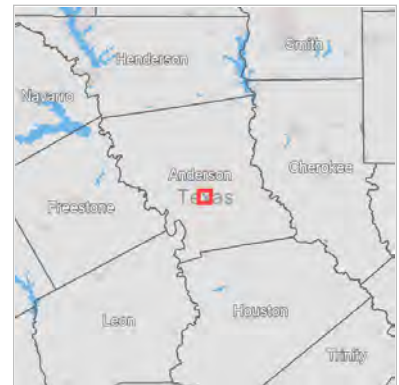
- 5 - 169
- 170 - 661
- 662 - 1,481
- 1,482 - 2,629
- 2,630 - 4,105

Job Count [Jobs/Census Block]

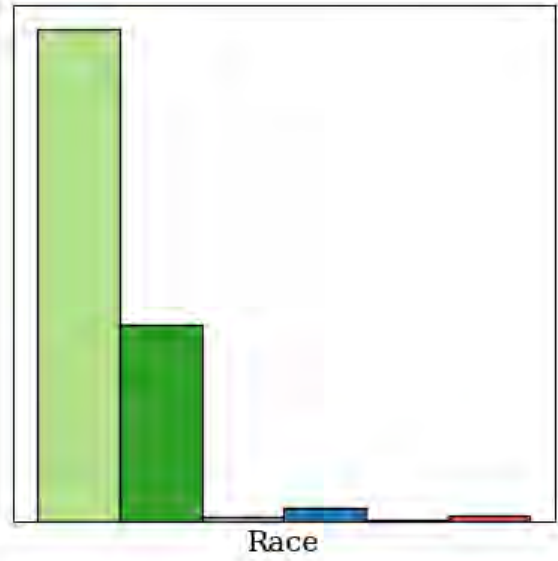
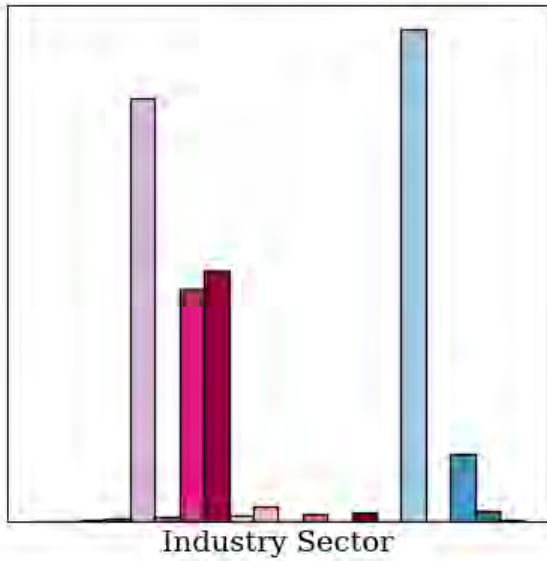
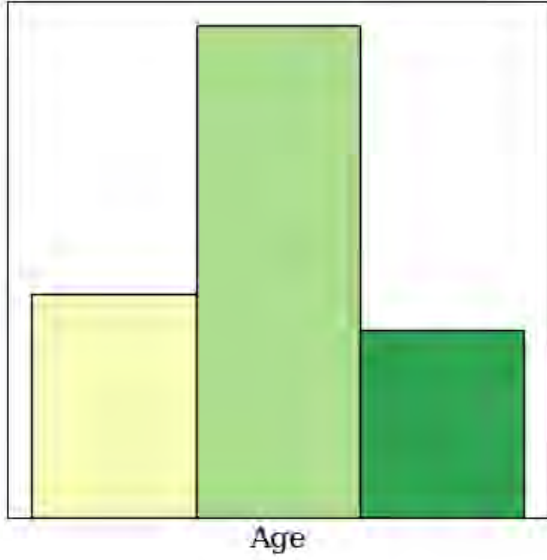
- 1 - 3
- 4 - 33
- 34 - 166
- 167 - 524
- 525 - 1,278

Selection Areas

- 🔴 Analysis Selection



Primary Jobs for All Workers by Total in 2017
Employed in Selection Area



Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

Total	2017	
	Count	Share
Total Primary Jobs	4,404	100.0

Total	2017	
	Count	Share
Total Primary Jobs	4,404	100.0

Additional Information

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2017
Job Type	Primary Jobs
Labor Market Segment	All Workers
Selection Area	Selection Area Freehand Drawing buffered 1.00 miles
Selected Census Blocks	73
Analysis Generation Date	03/25/2021 08:59 - OnTheMap 6.8
Code Revision	5dc8e60ec2609d78ebfa7d4b188db13aacbb1ba6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).


Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

2017 Jobs and coordinates used.
4,404 jobs

Start Base Map Selection Results

Selection Preview:



Confirm Selection
 Confirm and Add Advanced Selection

Add Layer Selection


No Selected Layer

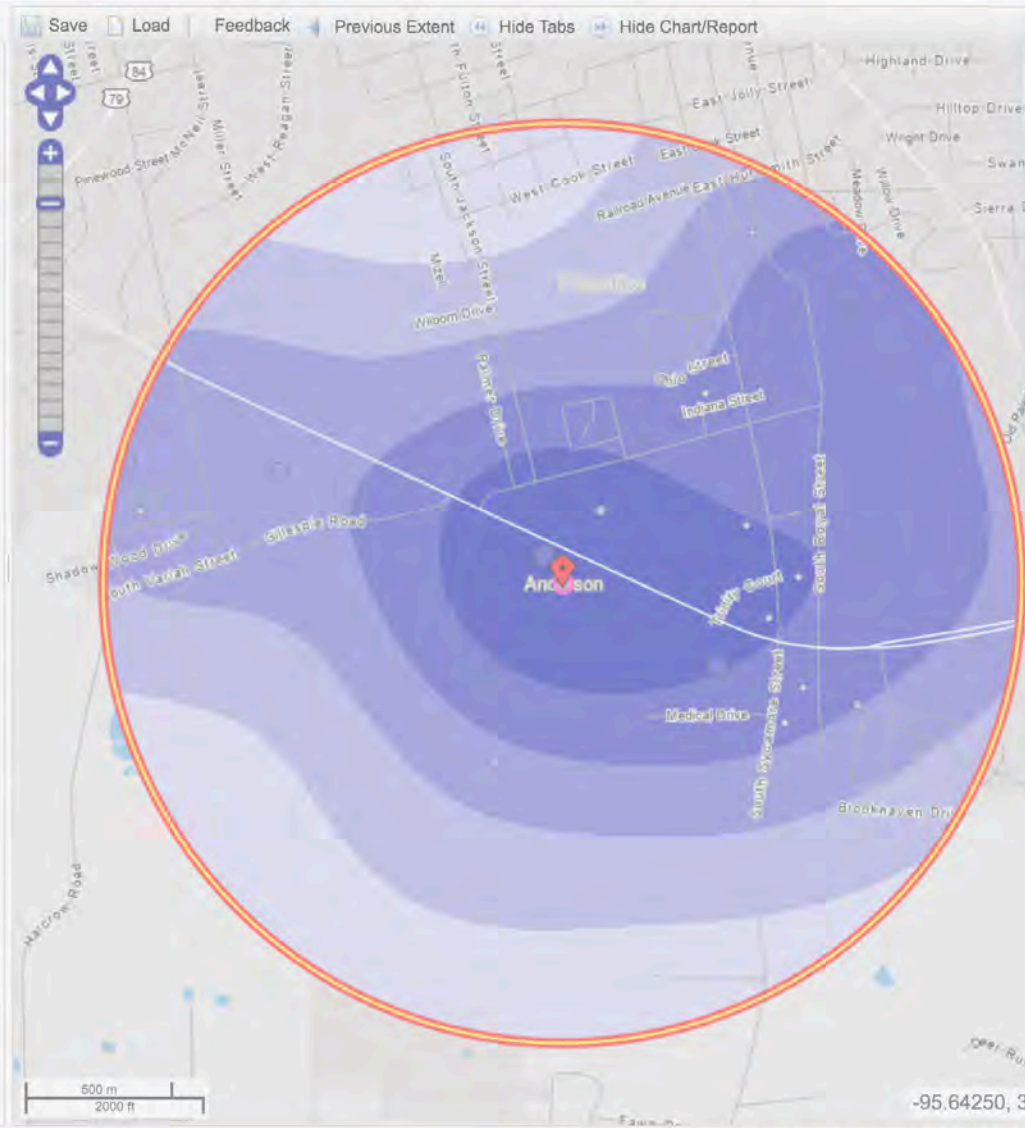
Add Buffer to Selection

Do Not Buffer
 Simple/Ring
 Radius: miles
 Donut
 Inside Radius: miles
 Outside Radius: miles
 Plume
 Start Radius: miles
 End Radius: miles

Import Geography

Previous Shapes


 Selection Area
 Freehand Drawing buffered
 1.00 miles



Import From GPS

You can enter up to 10 GPS Coordinate pairs to form a set of points, a line or a polygon.

Point(s)
 Line
 Polygon

Longitude	Latitude
-95.63330	31.73522

View as

Total Primary Jobs

	2017	
	Count	Share
Total Primary Jobs	4,404	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,092	24.8%
Age 30 to 54	2,398	54.5%
Age 55 or older	914	20.8%

Earnings

	2017	
	Count	Share
\$1,250 per month or less	775	17.6%
\$1,251 to \$3,333 per month	2,414	54.8%
More than \$3,333 per month	1,215	27.6%

2018 Jobs from same coordinates.
4,368 jobs

onthemap.ces.census.gov

United States Census Bureau **OnTheMap** LEHD Home Help and Documentation Reload Text-Only

Start Base Map Selection Results

Work Area Profile Analysis

enter your own subtitle

▼ Display Settings

Characteristic Filter Total
Year 2018

▼ Map Controls

Color Key Thermal Overlay Point Overlay Selection Outline
 Identify Zoom to Selection
 Clear Overlays Animate Overlays

▼ Report/Map Outputs

Detailed Report
 Export Geography
 Print Chart/Map

▼ Legends

- 5 - 170 Jobs/Sq.Mile
- 171 - 667 Jobs/Sq.Mile
- 668 - 1,495 Jobs/Sq.Mile
- 1,496 - 2,654 Jobs/Sq.Mile
- 2,655 - 4,145 Jobs/Sq.Mile

- 1 - 3 Jobs
- 4 - 33 Jobs
- 34 - 167 Jobs
- 168 - 526 Jobs
- 527 - 1,284 Jobs

Analysis Selection

Change Settings

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Click a Characteristic link in the Summary Report to see more detail.

Age Earnings Industry Sector Race

View as Bar Chart

Total Primary Jobs

	2018	
	Count	Share
Total Primary Jobs	4,368	100.0%

Worker Age

	2018	
	Count	Share
Age 29 or younger	1,139	26.1%
Age 30 to 54	2,320	53.1%
Age 55 or older	909	20.8%

Earnings

	2018	
	Count	Share
\$1,250 per month or less	777	17.8%
\$1,251 to \$3,333 per month	2,353	53.9%
More than \$3,333 per month	1,238	28.3%

500 m 2000 ft -95.63164, 31.74408

2016 Jobs from same coordinates.
4,281 jobs

United States Census Bureau OnTheMap

onthemap.ces.census.gov

LEHD Home Help and Documentation Reload Text-Only

Work Area Profile Analysis

enter your own subtitle

Start Base Map Selection Results

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Characteristic Filter Total
Year 2016

Map Controls

Color Key
Thermal Overlay
Point Overlay
Selection Outline

Identify Zoom to Selection
Clear Overlays Animate Overlays

Report/Map Outputs

Detailed Report
Export Geography
Print Chart/Map

Legends

- 5 - 152 Jobs/Sq.Mile
- 153 - 594 Jobs/Sq.Mile
- 595 - 1,331 Jobs/Sq.Mile
- 1,332 - 2,363 Jobs/Sq.Mile
- 2,364 - 3,690 Jobs/Sq.Mile

- 1 - 2 Jobs
- 3 - 28 Jobs
- 29 - 141 Jobs
- 142 - 445 Jobs
- 446 - 1,086 Jobs

Analysis Selection

Change Settings

Anderson

500 m
2000 ft

-95.63625, 31.74517

Click a Characteristic link in the Summary Report to see more detail.

Age Earnings
Industry Sector Race

View as Bar Chart

Total Primary Jobs

	2016	
	Count	Share
Total Primary Jobs	4,281	100.0%

Worker Age

	2016	
	Count	Share
Age 29 or younger	1,120	26.2%
Age 30 to 54	2,286	53.4%
Age 55 or older	875	20.4%

Earnings

	2016	
	Count	Share
\$1,250 per month or less	800	18.7%
\$1,251 to \$3,333 per month	2,297	53.7%
More than \$3,333 per month	1,184	27.7%

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Pre-Application

Application Number: 21054
 Submitted Date: 1/4/2021 4:23PM
 Submitted By: Brian McGeady

Contact Information

Primary Contact: Brian McGeady 9100 Centre Pointe, #210 West Chester, OH 45069	Phone: 513-964-1141 Email: Brian.McGeady@mvaahpartners.com
Secondary Contact: Darren Smith	Phone: 214-501-5618 Email: darren.smith@auxanodevelopment.c
Consultant Contact: Sarah Andre	Phone: 512-698-3369 Email: sarah@structuretexas.com

Development Information

Name of Proposed Entity: Reserve at Palestine LLC
Development Name: Reserve at Palestine
Development Type: New Construction
Secondary Type: None
Previous TDHCA #:
Initial Construction Year:
Units Demolished: 0
Units Reconstructed:
of Non-Contiguous Sites:
of Census Tracts: 1
Target Population: Elderly
Development Address: 3310 S Loop 256
 Palestine, TX 75801
ETJ?: N
County: Anderson
Region: 4
Rural/Urban: Rural
Census Tracts: 48001950901
Total LI Units: 72
Total MR Units: 8
Total Units: 80
HTC Request: \$1,414,645.00
Pre-App Fee Due: \$800.00
Has Fee already been submitted?: Yes
Name on Check: MVAH Partners LLC
Check Number: 3793
Set-Aside Election: none

Notifications

U.S. Representative: Lance Gooden	District: 5
State Senator: Robert Nichols	District: 3
State Representative: Cody Harris	District: 8

21061

Magnolia Lofts

Crossroads Apartments, LLC

Fort Worth, Texas

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Alena Morgan, 9% HTC Administrator – alena.morgan@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #21061 – Magnolia Lofts, Fort Worth, Texas;

Dear Ms. Holloway and Ms. Morgan,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our third-party Request for Administrative Deficiency (“RFAD”) with regards to Application # 21061 (the “Magnolia Lofts Application”). A copy of this RFAD is being delivered concurrently to representatives of the Magnolia Lofts Application.

I. Letter to State Representative Received to TDHCA After Competitive HTC Deadline

At full application, the Magnolia Lofts Application indicated that no letter from a State Representative would be included, see Exhibit A. However, the TDHCA Community Support from State Representative log posted on April 12, 2021 clearly shows that a letter was received by TDHCA for the Magnolia Lofts Application, sent by Representative Nicole Collier, shown below.

21058	Evening Star Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21061	Magnolia Lofts	Representative Nicole Collier	95	Letter received
21062	Ada Street Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21063	Barker Apartments	Representative Eddie Rodriguez	151	Support

In order to qualify for eight points under §11.9(d)(5) of the QAP associated with Community Support from a State Representative, a proposed development needs to satisfy various requirements under §11.9(d)(5) (A) or (B) of the QAP, which states:

“(5) Community Support from State Representative. (§2306.6710(b)(1)(J); §2306.6725(a)(2); §2306.6710(g)) Applications may receive up to eight (8) points for express support, zero points for neutral statements, or have deducted up to eight (8) points for express opposition.

*(A) Letter from a State Representative. To qualify under this subparagraph, letters must be on the State Representative’s letterhead, be signed by the State Representative, identify the specific Development and express whether the letter conveys support, neutrality, or opposition. This documentation will be accepted with the Application or through delivery to the Department from the Applicant or the State Representative **and must be submitted no later than the Final Input from Elected Officials Delivery Date as identified in §11.2(a) of this chapter, relating to Competitive HTC Deadlines.** Letters received by the Department from State Representatives will be added to the Application posted on the Department’s website. **Once a letter is submitted to the Department it may not be changed or withdrawn. [...]***

Crossroads Apartments, LLC

Fort Worth, Texas

(B) No Letter from a State Representative. To qualify under this subparagraph, no written statement can be received for an Application from the State Representative who represents the geographic area in which the proposed Development is located, unless the sole content of the written statement is to convey to the Department that no written statement of support, neutrality, or opposition will be provided by the State Representative for a particular Development."

As confirmed by Exhibit A, the Magnolia Lofts Application shows the selection of no letter from a State Representative and no letter is included in the full application but stated in email from TDHCA, **a State Representative letter was received** for the Magnolia Lofts Application and received **after the Final Input from Elected Officials Delivery Date deadline**. Since a letter was received for the Magnolia Lofts Application, the applicant **cannot** qualify for the eight points under §11.9(d)(5)(B) of the QAP. Furthermore, because the State Representative letter was received after the Final Input from Elected Officials Delivery Date deadline, the Magnolia Lofts Application fails to satisfy requirements under §11.9(d)(5)(A) of the QAP as well.

Based on the evidence provided above, neither requirements under §11.9(d)(5)(A) or (B) of the QAP were met, therefore we respectfully request staff deny the Magnolia Lofts Application 8 points under §11.9(d)(5) of the QAP.

II. Lack of Evidence re: Good Standing for Public Facility Corporation

The Magnolia Lofts Application ownership structure includes a non-profit, Tarrant County Hospital District Public Facilities Corporation (TCHDPFC). TCHDPFC will have 95% ownership of the General Partnership throughout the compliance period, as stated in Tab 40 of the Application (Exhibit B). Also stated in Exhibit B & C, TCHDPFC was formed as a non-profit on February 18, 2021. According to page 47 of the TDHCA 2021 Multi-family Program Procedures Manual, Public Facility Corporations, formed under Texas Local Government Code Chapter 303 must provide evidence of formation and continued good standing.

❖ Tab 41 – Nonprofit Supporting Documentation

- Applications involving 501(c)(3) or (4) nonprofit General Partners that DO NOT elect to be included under the Nonprofit Set-Aside only need to submit the IRS determination letter described below, or if the nonprofit designation is not due to a 501(c)(3) or (4) determination, the Application must contain a disclosure of the basis of the nonprofit status. **Tax Exempt Bond Applications only need to submit the first item below in addition to the Nonprofit Participation Form.**
 - **IRS Determination Letter** which states that the nonprofit organization is a §501(c)(3) or (4) entity. ***This designation must be in place as of the beginning of the Application Acceptance Period.*** If the organization is a Qualified Nonprofit Organization as defined in the tax code, notwithstanding any apparent limitations in the QAP about the particular parts of the Code under which a nonprofit may qualify, submit an IRS determination letter.
- **Housing Finance Corporations formed under Tex. Local Gov't Code Ch. 394, or Public Facility Corporations formed under Tex. Local Gov't Code Ch. 303, must provide evidence of their formation and continued good standing.**

The Application provided evidence of formation, but no documentation of good standing and cannot be supplemented to their application after the submission deadline, see §11.1(g) and §11.201(7)(B) below.

Crossroads Apartments, LLC

Fort Worth, Texas

§11.1(g) relating to Documentation to Substantiate Items and Representations in an Application states, *“Although a responsive narrative will be created after Application submission, all facts and materials to substantiate any item in response to such an Administrative Deficiency **must have been clearly established at the time of submission of the Application.**”*

Furthermore, §11.201(7)(B) states, *“An Applicant may not change or supplement any part of an Application in any manner after the filing deadline or while the Application is under consideration for an award...”*

To summarize, our review of the Magnolia Lofts Application found ineligibility of the Application to qualify for the eight points under §11.9(d)(5)(A) or (B) and provided no information showing TCHDPF is in good standing. We respectfully request that staff take into consideration our concerns and hope these identified items assist in staff’s review of the Magnolia Lofts Application as a whole.

If you have any questions or would like to discuss these items further, please do not hesitate to contact me directly at (512) 785-3710 or via email at lora@betcohousinglab.com any time.

Sincerely,

Lora Myrick

Lora Myrick
Representative of Crossroads Apartments, LLC

CC: Ellen Rourke, Don Shisler, Michael Beard, Kendra Garrett, Jason Arechiga, Max Whipple

Exhibit A

Community Input Scoring Items

TDHCA# 21061

Self Score Total: 131

1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

Resolution(s) of either "no objection" or "support" is included behind this tab.** Points Requested 17

City of Fort Worth

Name of Local Government Body

Name of Local Government Body (if applicable)

** Note that resolutions are due March 1, 2021

2. Quantifiable Community Participation - §11.9(d)(4)

Application expects to receive QCP points. Points Requested 4

** Note that QCP Packets are due March 1, 2021 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. Input from State Representative - §11.9(d)(5)

Letter of either support, neutrality, or opposition is included behind this tab.** Points Requested

OR

Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

No letter from a State Representative is included behind this tab. Points Requested 8

** Note that if there is no Representative, both items will be scored as neutral. Letters are due March 1, 2021.

4. Input from Community Organizations - §11.9(d)(6)

Applicant has included one or more letters of support or opposition behind this tab. Points Requested 4

A. Hope Farm Inc.

Name of Community Organization

Tonya Chancey Lincoln

Contact Name

Support

Opposition

B. United Community Centers

Name of Community Organization

Celia Esparza

Contact Name

Support

Opposition

C. Tarrant County Black Historical and Genealogical Society

Name of Community Organization

Brenda Sanders-Wise

Contact Name

Support

Opposition

D.

Name of Community Organization

Contact Name

Support

Opposition

E.

Name of Community Organization

Contact Name

Support

Opposition

F.

Name of Community Organization

Contact Name

Support

Opposition

From: [Alena Morgan](#)
To: [Michael Beard](#)
Cc: juli@betcohousinglab.com; [Kendra Garrett](#)
Subject: RE: Question regarding State Rep Input for the 2021 applications
Date: Tuesday, April 27, 2021 4:04:11 PM

That was a formatting error – the letter for Application 21061 was received late and thus could not be counted by staff.

Thank you,

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St., Austin, TX 78701
Office: 512.936.7834

TDHCA COVID-19 ASSISTANCE: <https://www.tdhca.state.tx.us/covid19-response.htm>.

RENT OR UTILITY BILL ASSISTANCE: [TexasRentRelief.com](https://www.texasrentrelief.com) \ 1-833-989-7368.

About TDHCA

The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the [Learn about Fair Housing in Texas](#) page.

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC §11.1(b), there are important limitations and caveats.

From: Michael Beard <michael@betcohousinglab.com>
Sent: Tuesday, April 27, 2021 4:00 PM
To: Alena Morgan <alena.morgan@tdhca.state.tx.us>
Cc: juli@betcohousinglab.com; Kendra Garrett <kendra@betcohousinglab.com>
Subject: Question regarding State Rep Input for the 2021 applications

Hi Alena,

We have been reviewing the 2021 list of State Representative Community Support and noticed application 21061, Magnolia Lofts, is the only application that has a comment that states “letter received” in the last column.

We were hoping you could clarify if that letter was for support, opposition, neutrality, no comment, or if it was otherwise received after the application submission deadline for Final Input from Elected Officials?

This will help us tremendously in completing our analysis of the sub-region as a whole.

Thank you,

Michael Beard, CPA

Consultant

Housing Lab by BETCO

812 San Antonio Suite L-14

Austin, TX 78701

Cell: (512) 993 - 7665

www.betcohousinglab.com

Confidentiality Notice:

This communication, including attachments, is for the exclusive use of the addressee and may contain proprietary, confidential and/or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this communication and destroy all copies.

Nonprofit Participation **Exhibit B**

0 Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(d)(105) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: Tarrant County Hospital District Public Facility Corporation

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? Yes

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization: 2/18/2021

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? Yes

If "Yes", will this nonprofit organization Control the Applicant? Yes

What is the ownership percentage of this nonprofit organization? .51% App

2) Describe the nonprofit's participation: NP will be 95% owner of the GP throughout the compliance period

3) Describe the nonprofit's participation in the operation of the Development throughout the Compliance and/or extended use period:

The Tarrant County Hospital District PFC will be involved in all aspects of the development throughout the compliance period.

4) Will the nonprofit receive part of the development fees paid in connection with the development? No

If "Yes," explain:

Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organizations's participation in the Application and naming all members of the board and employees who may act on its behalf.

Exhibit C

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Tarrant County Hospital District Public Facility Corporation

File Number: 803946909

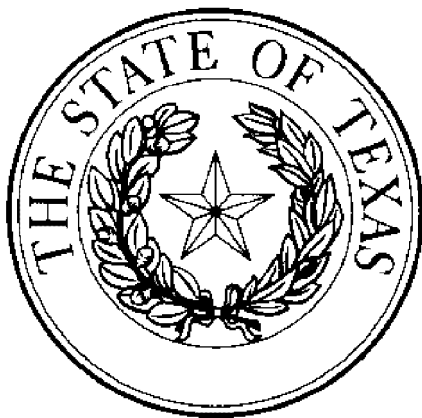
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named **Domestic Nonprofit Corporation** has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/18/2021

Effective: 02/18/2021



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>

21061

Magnolia Lofts

LEGACY MULTIFAMILY DEVELOPMENT, LLC

April 30, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

Re: Magnolia Lofts
2400 Block of E Belknap St
Fort Worth, Texas 76104
TDHCA Application #:21061

Dear Ms. Morgan:

I am interested in challenging the points claimed on the above referenced 2021 9% HTC Application. The applicant claimed 8 points under §11.9(d)(5)(B)-No Letter from a State Representative and zero points under §11.9(d)(5)(A)-Letter from a State Representative. According to the Community Support from State Representatives list published by TDHCA on April 12, 2021, Representative Nicole Collier submitted a letter of Neutral on the potential development/Application. I would submit that under §11.9(d)(5)(A), the application was scored properly, but under §11.9(d)(5)(B), the applicant should be scored with zero points, rather than the 8 points reflected in the application.

According to §11.9(d)(5)(B), *"no written statement can be received for an Application from the State Representative who represents the geographical area in which the proposed Development is located"*. If a letter is received, it would fall under §11.9(d)(5)(A), subject to scoring applications up to eight (8) points for express support, zero points for neutral statements, or have deducted up to eight (8) points for express opposition. The Application scored correctly in §11.9(d)(5)(A), but should not be awarded any additional points under §11.9(d)(5)(B).

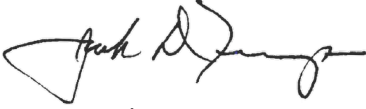
Additionally, I would also contend that in the Applicant's due diligence process, the applicant had made the State Representative aware of the development and they would have known the position of the State Representative. By allowing the Applicant's 8 points to be included in their score, it ignores the lack of that support from the State Representative and essentially duplicates the value of local support under §11.9(d)(1).

I would request that TDHCA review the date of the letter, whether the State Representative's intentions were communicated to the Applicant and when those intentions were communicated. If the intentions were communicated prior to the submission deadline, the application should have reflected that properly, the application should be adjusted downward accordingly, so that the State Representative's position would be properly reflected in the scoring.

LEGACY MULTIFAMILY DEVELOPMENT, LLC

I am requesting that you review this item and adjust the application, downward, accordingly 8 points. Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Traeger", with a stylized flourish at the end.

Jack Traeger
Managing Member, Legacy Multifamily Development, LLC

Community Input Scoring Items

TDHCA# 21061

Self Score Total: 131

1. Local Government Support §11.9(d)(1) - Only check the box if support documents are included in the Application.

Resolution(s) of either "no objection" or "support" is included behind this tab.** Points Requested 17

City of Fort Worth

Name of Local Government Body

Name of Local Government Body (if applicable)

** Note that resolutions are due March 1, 2021

2. Quantifiable Community Participation - §11.9(d)(4)

Application expects to receive QP this box should have been checked Points Requested 4

** Note that QCP Packets are due March 1, 2021 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. Input from State Representative - §11.9(d)(5)

Letter of either support, neutrality, or opposition is included behind this tab.** Points Requested

OR

Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

Letter received from State Rep per TDHCA. Letter was "Neutral". Should be zero points

No letter from a State Representative is included behind this tab. Points Requested 8

** Note that if there is no Representative, both items will be scored as neutral. Letters are due March 1, 2021.

4. Input from Community Organizations - §11.9(d)(6)

Applicant has included one or more letters of support or opposition behind this tab. Points Requested 4

A. Hope Farm Inc.

Name of Community Organization

Tonya Chancey Lincoln

Contact Name

Support

Opposition

B. United Community Centers

Name of Community Organization

Celia Esparza

Contact Name

Support

Opposition

C. Tarrant County Black Historical and Genealogical Society

Name of Community Organization

Brenda Sanders-Wise

Contact Name

Support

Opposition

D.

Name of Community Organization

Contact Name

Support

Opposition

E.

Name of Community Organization

Contact Name

Support

Opposition

F.

Name of Community Organization

Contact Name

Support

Opposition



Community Support from State Representatives

This list reflects letters received from State Representatives in order to apply points to Applications in the 2021 Competitive Housing Tax Credit cycle under 10 TAC §11.9(d)(5) of the Qualified Allocation Plan (QAP). This is solely a list of letters received and under review. This list is not a formal assessment of points. The purpose of this list is to enable applicants and elected officials to review the list of letters and confirm that all letters submitted have been received and are under review. The second worksheet includes letters received by the Department but will not be scored, along with information about why the letters will not be scored. As no eligibility or scoring determinations have been made, the posting of this list does not serve to trigger the appeals rule.

The list is sorted by application number. All eligible applications submitted to the Department for the 2021 cycle are listed, regardless of whether or not any letters were received. In order to qualify for points the letter must come from the elected official whose district boundaries include the development site, must clearly state support for or neutrality or opposition to the specific Development, and must have been received by the Department by the final application submission date. Pursuant to §11.9(d)(5)(B) of the QAP, if no letter was received from a State Representative, or if a letter received conveys that no written statement of support, neutrality, or opposition will be provided by the State Representative for a particular Development, points available under this subparagraph will be based on how an Application scores under §11.9(d)(1) of the QAP, relating to Local Government Support. Where the comment column indicates "Support" staff has read the letter as in support of the Development. Where the comment column indicates "No Comment" staff has read the letter as the State Representative stating that no comment will be provided. Where applicable, the letters can be viewed in Tab 46 of the Application.

If you believe that a letter that was submitted is not on either list, please contact Alena R. Morgan at 512-936-7834 or by email at alena.morgan@tdhca.state.tx.us.

April 9, 2021

Application #	Development Name	State Representative Name	District #	Comment
21002	Denver Heights Senior Village	Representative Elizabeth Campos	119	Support
21003	Tomball Senior Village	Representative Tom Oliverson	130	Support
21004	Skyline at Cedar Crest	Representative Jasmine Crockett	100	Support
21006	Westheimer Garden Villas	Representative Gene Wu	137	Support
21007	Retta Street Lofts	Representative Ramon Romero Jr.	90	Support
21010	Maury Street Lofts	NO REPRESENTATIVE LETTER RECEIVED; Application withdrawn		
21015	Embree Eastside	NO REPRESENTATIVE LETTER RECEIVED		
21016	Houston Willow Chase Living	Representative Sam Harless	126	Oppose
21017	Hughes House	NO REPRESENTATIVE LETTER RECEIVED		
21018	Pathways at Rosewood Courts East	Representative Sheryl Cole	46	Support
21020	Huntington at Bay Area	NO REPRESENTATIVE LETTER RECEIVED		
21023	Vista Med	NO REPRESENTATIVE LETTER RECEIVED		
21024	Freedom's Path at Waco	NO REPRESENTATIVE LETTER RECEIVED		

Application #	Development Name	State Representative Name	District #	Comment	
21026	Vista at Park Place	NO REPRESENTATIVE LETTER RECEIVED			
21027	New Hope Housing Ennis	NO REPRESENTATIVE LETTER RECEIVED			
21030	Abilene Pioneer Crossing	Representative Stan Lambert	71	Support	
21031	Libertad Austin	Representative Eddie Rodriguez	51	Support	
21032	Royal Gardens Lufkin	NO REPRESENTATIVE LETTER RECEIVED			
21033	Beaumont Pioneer Crossing	NO REPRESENTATIVE LETTER RECEIVED			
21034	Oasis Springs	NO REPRESENTATIVE LETTER RECEIVED			
21035	Manson Place	Representative Garnet Coleman	147	Support	
21038	Houston 150 Bayou Apartments	Representative Ann Johnson	134	Support	
21039	Uvalde Villas	Representative R.D. Bobby Guerra	41	Support	
21040	Burkburnett Royal Garden	Representative James Frank	69	Support	
21042	Cole Creek Estates	Representative Jon Rosenthal	135	Support	
21046	Village Square	NO REPRESENTATIVE LETTER RECEIVED			
21047	Anderson Creek	NO REPRESENTATIVE LETTER RECEIVED			
21048	Price Lofts	Representative Alex Dominguez	37	Support	
21050	Amarillo Lofts	Representative Four Price	87	Support	
21051	Canyon Lofts	Representative John Smithee	86	Support	
21052	Del Rio Lofts	Representative Eddie Morales Jr.	74	Support	
21053	Reserve at Shiloh	NO REPRESENTATIVE LETTER RECEIVED			
21054	Reserve at Palestine	NO REPRESENTATIVE LETTER RECEIVED			
21055	Reserve at Jacksonville	NO REPRESENTATIVE LETTER RECEIVED			
21056	Reserve at Lufkin	NO REPRESENTATIVE LETTER RECEIVED			
21058	Evening Star Apartments	NO REPRESENTATIVE LETTER RECEIVED			
✓ 21061	Magnolia Lofts	Representative Nicole Collier	95	Neutral	Letter received
21062	Ada Street Apartments	NO REPRESENTATIVE LETTER RECEIVED			
21063	Parker Apartments	Representative Eddie Rodriguez	51	Support	
21064	Fiesta Trails	Representative Trey Martinez Fischer	116	Support	
21069	Dahlia Villas	Representative Sergio Munoz Jr.	36	Support	
21070	Saison North	NO REPRESENTATIVE LETTER RECEIVED			
21075	June West	NO REPRESENTATIVE LETTER RECEIVED			
✓ 21078	Clifton Riverside	Representative Ramon Romero Jr.	90	Neutral	
21080	Kodu Crossing	NO REPRESENTATIVE LETTER RECEIVED			
21081	Kiva East	NO REPRESENTATIVE LETTER RECEIVED			
21087	The Versia	Representative Terry Meza	105	Support	
21091	Laurel Terrace	Representative Lacey Hull	138	Support	
21092	Scenic Park Apartments	NO REPRESENTATIVE LETTER RECEIVED			
21093	Parkside on Carrier	Representative Terry Meza	105	Support	
21095	Porter Place	Representative Jay Dean	7	Support	
21099	Marshall Crossing	NO REPRESENTATIVE LETTER RECEIVED			
21100	Hawthorn Terrace	NO REPRESENTATIVE LETTER RECEIVED			
21101	Longview Crossing	NO REPRESENTATIVE LETTER RECEIVED			
21104	Heritage at Abilene	NO REPRESENTATIVE LETTER RECEIVED			
21109	The Residence at Sycamore Creek	NO REPRESENTATIVE LETTER RECEIVED			
21111	Landmark at Montgomery	NO REPRESENTATIVE LETTER RECEIVED			
21112	Summer Village	NO REPRESENTATIVE LETTER RECEIVED			
21113	San Angelo Crossing	NO REPRESENTATIVE LETTER RECEIVED			
21114	The Reserves at Holdsworth	Representative Andrew Murr	53	Support	

Application #	Development Name	State Representative Name	District #	Comment
21116	Sweetwater Station	Representative Stan Lambert	71	Support
21117	Montrose Valley Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21118	Cherry Village Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21119	Cedar Grove Estates I and II	NO REPRESENTATIVE LETTER RECEIVED		
21121	Paige Estates	NO REPRESENTATIVE LETTER RECEIVED		
21128	Fisher Street Apartments	Representative Penny Shaw	148	Neutral
21130	Sun Pointe	Representative Lina Ortega	77	Support
21131	Boulevard 61	Representative Gene Wu	137	Support
21132	OST Lofts	Representative Christina Morales	145	Support
21136	Oaklawn Place	Representative Rafael Anchia	103	Support
✓ 21139	Cypress Creek Apartment Homes at	Representative John Turner	114	Oppose
21144	Mariposa Apartment Homes at Pla	Representative Matt Shaheen	66	Oppose
21145	Mariposa Apartment Homes at Cor	NO REPRESENTATIVE LETTER RECEIVED		
21148	William Booth Apartments	Representative Penny Shaw	148	Support
21149	Residences at Alpha	Representative John Turner	114	Support
21150	Big Lake Seniors Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21151	Colorado City Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21156	Bayshore Manor and Bay View Apa	NO REPRESENTATIVE LETTER RECEIVED		
21157	Katy Manor Apartments	Representative Mike Schofield	132	Support
21158	Juniper Pointe Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21159	Park Place Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21160	Amber Ridge Apartments	Representative Cody Vasut	25	No Comment
21164	Town Oaks Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21166	Mountain View Estates	Representative Art Fierro	79	Support
21167	Villas at Augusta	Representative Mary E. Gonzalez	75	Support
21168	5th Street Lofts	NO REPRESENTATIVE LETTER RECEIVED		
21175	Wells Manor	NO REPRESENTATIVE LETTER RECEIVED		
21176	Mill Run	NO REPRESENTATIVE LETTER RECEIVED		
21177	Carver Ridge Apartments	NO REPRESENTATIVE LETTER RECEIVED		
21181	The Heights at MacArthur	Representative Rafael Anchia	103	Support
21185	Weslaco Village	Representative Armando Martinez	39	Support
21186	Palms at Blucher Park	Representative Abel Herrero	34	Support
21187	Village at Perrin Beitel	Representative Steve Allison	121	Support
21189	Village at Boyer	Representative Diego M. Bernal	123	Support
21190	Village at Medical Senior Apartmen	Representative Trey Martinez Fischer	116	Neutral
21200	Edson Lofts	Representative Joe Deshotel	22	Support
✓ 21202	Residences at Butler	Representative Rafael Anchia	103	Neutral
21206	Woodcrest	Representative Brooks Landgraf	81	Support
21208	Parmore Jupiter Road	NO REPRESENTATIVE LETTER RECEIVED		
21210	Hebron Village Supportive Housing	Representative Shawn Thierry	146	Support
21215	Torrington Silver Creek	NO REPRESENTATIVE LETTER RECEIVED		
21219	Eagles Gate Apartments	Representative Eddie Morales Jr.	74	Support
21220	Longview Square	Representative Jay Dean	7	Support
21221	Providence on Park	NO REPRESENTATIVE LETTER RECEIVED		
21228	El Jardin	Representative Alex Dominguez	37	Support
21230	Calle del Norte Apartments	Representative Richard Pena Raymon	42	Support
21231	Four25 San Pedro	Representative Diego M. Bernal	123	Support

21069

Dahlia Villas

SONOMA HOUSING ADVISORS, LLC

May 3, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

RE: Dahlia Villas
409 W. Sam Houston Blvd.
Pharr, Texas 78577
TDHCA Application #21069

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Application. The Application mentions that the development **is not** located in an area with undesirable site features as described in 10 TAC §11.101(a)(2). However, the site seems to be adjacent to the Pharr Water Treatment Plant & Lab and to some oil pumps. This can be seen in the picture on page 4.

The QAP states that *Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations))* are considered to be in an area with an undesirable site feature.

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review and consider this factor in the tax credit application reviewed and awarded. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,



Mario A. Trevino
Development Consultant

(2) Undesirable Site Features. Rehabilitation (excluding Reconstruction) Developments with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (VA) may be granted an exemption; however, depending on the undesirable site feature(s) staff may recommend mitigation still be provided as appropriate. Such an exemption must be requested at the time of or prior to the filing of an Application. Historic Developments that would otherwise qualify under §11.9(e)(6) of this chapter may be granted an exemption, and such exemption must be requested at the time of or prior to the filing of an Application. The

distances are to be measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the undesirable feature, unless otherwise noted below. Where there is a local ordinance that specifies the proximity of such undesirable feature to a multifamily development that has smaller distances than the minimum distances noted below, then such smaller distances may be used and documentation such as a copy of the local ordinance identifying such distances relative to the Development Site must be included in the Application. Pre-existing zoning does not meet the requirement for a local ordinance. If a state or federal cognizant agency would require a new facility under its jurisdiction to have a minimum separation from housing, the Department will defer to that agency and require the same separation for a new housing facility near an existing regulated or registered facility. In addition to these limitations, a Development Owner must ensure that the proposed Development Site and all construction thereon comply with all applicable state and federal requirements regarding separation for safety purposes. If Department staff identifies what it believes would constitute an undesirable site feature not listed in this paragraph or covered under subparagraph (K) of this paragraph, staff may issue a Deficiency. Requests for pre-determinations of Site eligibility prior to pre-application or Application submission will not be binding on full Applications submitted at a later date. For Tax-Exempt Bond Developments where the Department is the Issuer, the Applicant may submit a request for pre-determination at pre-application or for Tax-Exempt Bond Developments utilizing a local issuer such documentation may be submitted with the request for a pre-determination and staff may perform an assessment of the Development Site to determine Site eligibility. An Applicant should understand that any determination made by staff or the Board at that point in time regarding Site eligibility based on the documentation presented, is preliminary in nature. Should additional information related to any of the Undesirable Site Features become available while the Application is under review, or the information by which the original determination was made changes in a way that could affect eligibility, then such information will be re-evaluated by staff and may result in deficiency or termination.

(A) Development Sites located within 300 feet of junkyards. For purposes of this paragraph, a junkyard shall be defined as stated in Texas Transportation Code §396.001;

(B) Development Sites located within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites (as such dumping sites are identified by the local municipality);

(C) Development Sites located within 300 feet of a sexually-oriented business. For purposes of this paragraph, a sexually-oriented business shall be defined in Local Government Code §243.002, or as zoned, licensed and regulated as such by the local municipality;

(D) Development Sites in which any of the buildings or designated recreational areas (including pools), excluding parking areas, are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support

structures for high voltage transmission lines, or other similar structures. This does not apply to local service electric lines and poles;

(E) Development Sites located within 500 feet of active railroad tracks, measured from the closest rail to the boundary of the Development Site, unless:

(i) the Applicant provides evidence that the city/community has adopted a Railroad Quiet Zone covering the area within 500 feet of the Development Site;

(ii) the Applicant has engaged a qualified Third Party to perform a noise assessment and the Applicant commits to perform sound mitigation in accordance with HUD standards as if they were directly applicable to the Development; or

(iii) the railroad in question is commuter or light rail;

(F) Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations);

(G) Development Sites located within 10 miles of a nuclear plant;

(H) Development Sites in which the buildings are located within the accident potential zones or the runway clear zones of any airport;

(I) Development Sites that contain one or more pipelines, situated underground or aboveground, which carry highly volatile liquids or Development Sites located adjacent to a pipeline easement (for a pipeline carrying highly volatile liquids), the Application must include a plan for developing near the pipeline(s) and mitigation, if any, in accordance with a report conforming to the Pipelines and Informed Planning Alliance (PIPA);

(J) Development Sites located within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily; or

(K) Any other Site deemed unacceptable, which would include, without limitation, those with exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. If staff believe that a Site should be deemed unacceptable under this provision due to information that was not included in the Application, it will provide the Applicant with written notice and an opportunity to respond.



21075

June West



May 3, 2021

Alena Morgan
TDHCA
221 East 11th Street
Austin, TX 78701

Re: Request for Administrative Deficiency (RFAD) - TDHCA Application 21075

Dear Ms. Morgan,

I would like to make a Request for Administrative Deficiency (RFAD) for the TDHCA Application 21075 known as June West. We have reviewed the application and find the following items do not meet TDHCA standards:

- 1) The Application did not notify all Neighborhood Organizations; and
- 2) The site is not developable as proposed, and the site plan does not conform to City of Austin Code of Ordinances.
- 3) The Applicant made a material misrepresentation in executing the Development Owner Certification, Acknowledgement and Consent in Tab 1a by failing to disclose the existence of a Critical Water Quality Zone (CWQZ).

Neighborhood Organizations

According to the QAP, the Applicant must notify and list in the pre-application any and all Neighborhood Organizations that are:

On record with the county or state 30 days prior to the beginning of the Application Acceptance Period whose boundaries include the entire proposed Development.

Further, the Applicant must also certify that a

“reasonable search for applicable entities has been conducted.”

A neighborhood organization, the Shoal Creek Conservancy, was not listed in the pre application or full application for June West. As shown in the attached documentation, the Shoal Creek Conservancy is 1) registered with the Secretary of State as of 30 days prior to the beginning of the Application Acceptance Period, 2) has boundaries that contain all of the entire proposed Development site and 3) is easy to find with a reasonable search. In fact, the Shoal Creek Conservancy is the very first Neighborhood Organization that pops up when reviewing the City of Austin Neighborhood Organizations for the Development Site address. I have attached back up documentation for the Shoal Creek Conservancy that illustrates these points.

601 Brickell Key Drive, Suite 700
Miami, FL 33131
www.mcdprop.com
Phone: 786-257-2767

Site is not developable as proposed

Applicants must make numerous representations in order for TDHCA to determine that a project as proposed, is feasible in a timely manner. The June West application contains a variety of representations that obscure the difficulty of developing the site as proposed.

Specifically, the site plan does not conform to City of Austin requirements for development in a flood plain and the site is materially encumbered by both the City designated floodplain and City designated Critical Water Quality Zone (CWQZ). The City of Austin prohibits vertical development improvements in CWQZs. Please see the attached documentation from Pape Dawson and Thrower Design regarding these issues.

Shelly Mitchell, with Pape Dawson, is a professional engineer with over seventeen years of experience in civil engineering, including fifteen plus years of land development in the Austin area. Ron Thrower is the Founder and Owner of Thrower Design, LLC, a professional land planning company. Over the years, he has amassed a wealth of knowledge in state and local land development rules and regulations, with more than 600 projects processed through the City of Austin and well over 200 condemnation cases in the region. Documentation by these experts explains the technical limitations imposed by the Critical Water Quality Zone in detail.

Material Misrepresentation

The Applicant executed the Development Owner Certification, Acknowledgement and Consent in Tab 1a attesting to, among other things:

“The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§ 11.101”

10 TAC §§ 11.101(a)(1) describes site requirements and restrictions pertaining to Floodplain issues and specifically states:

“If there are more stringent federal or local requirements they must also be met”

The Austin CWQZ requirements can and should be considered “more stringent local requirements”. The Application failed to demonstrate how the Development would meet these local requirements.



To sum up, the Applicant did not meet the standards TDHCA sets out in the QAP, the Application Procedures Manual and the Application Certifications. As such, we respectfully request that Application #21075 June West be found ineligible.

Thank you,

McDowell Housing Partners, LLC

A handwritten signature in blue ink, appearing to read "C Shear".

Christopher Shear,
Officer, Managing Director - COO

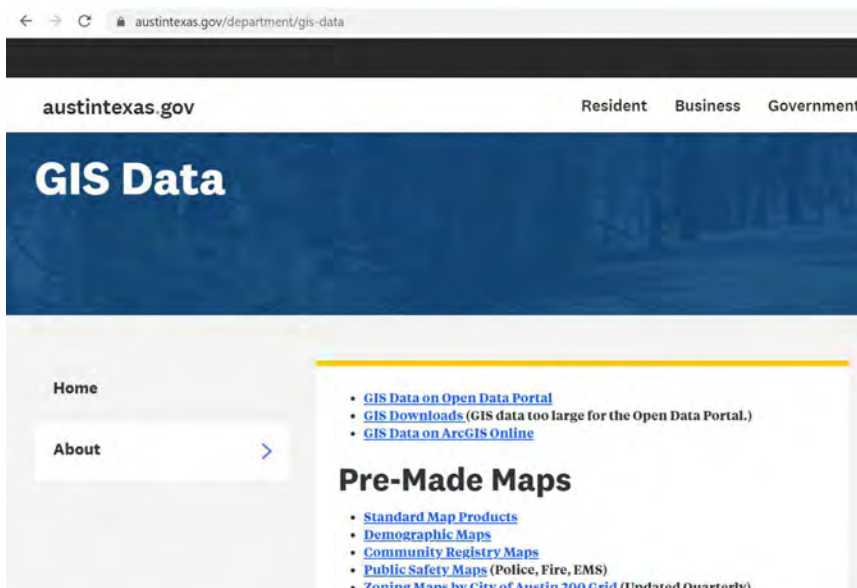
OVERVIEW

The Shoal Creek Conservancy is a nonprofit organization that oversees stewardship of the Shoal Creek watershed areas, including the property owners and residences within these areas. As a City of Austin recognized community organization, the Shoal Creek Conservancy works with the watershed community to ensure the Shoal Creek watershed is treated in such a way that it can continue to be safely accessible by the residents and business owners in the community. The Creekside Neighbors program works with residents and business owners to proactively assist in the conservation of the shared community resource by providing helpful conservation tips resources that can be applied at individual homes and businesses.

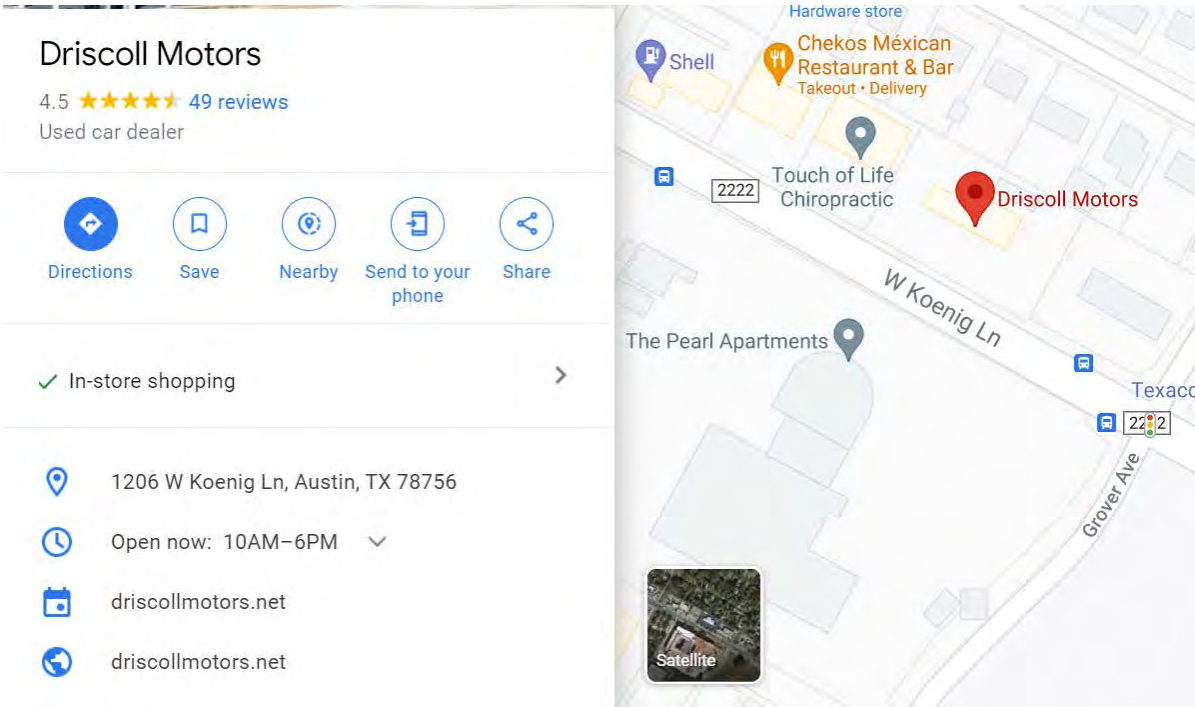
A substantial portion of the site for June West is in the floodplain as well as the Shoal Creek watershed. Given its mission and boundaries, the Shoal Creek Conservancy is a stakeholder in new development in the area such as June West.

The Shoal Creek Conservancy is registered with the City of Austin and a quick search of the June West site address on the City of Austin's Community Registry database (<https://www.austintexas.gov/department/community-registry>) shows their name and website (<https://shoalcreekconservancy.org/>). This information can be accessed from the registry by clicking the 3rd option "GIS Data on ArcGIS Online". The map is called "BOUNDARIES_community_registry". By inputting the closest address to the development site as found on Google maps and searching for that address in the BOUNDARIES_community_registry map, the first one that comes up when you click on the development site area is the Shoal Creek Conservancy. See the process below:

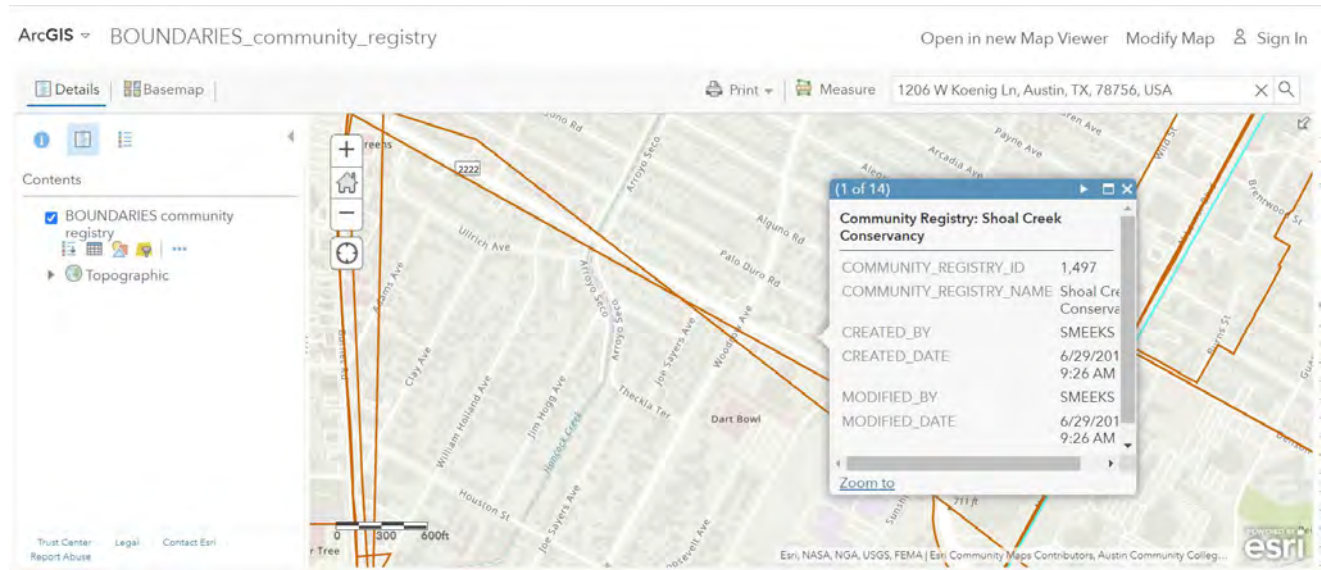
1. Navigating to community registry map:



2. Copying address from google maps that includes the Development site : 1206 W Koenig Lane, Austin, TX 78756



3. Searching address in BOUNDARIES_community_registry map and clicking development site to see which community organizations have boundaries that include the development site:



SOSDirect Session Extended

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 801839234
Original Date of Filing: August 22, 2013
Formation Date: N/A
Tax ID: 32051810326
Duration: Perpetual
Name: Shoal Creek Conservancy
Address: [ADDRESS NOT PROVIDED]

Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit Type: N/A
FEIN:

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES
Name		Address		Inactive Date	
THEODORE JEROME SIFF		604 WEST 11TH ST. Austin, TX 78701 USA			

Instructions:

- To place an order for additional information about a filing press the 'Order' button.



MISSION

Shoal Creek Conservancy is a proud steward of the 13-square-mile **Shoal Creek watershed** in Austin, Texas. **We champion the Shoal Creek watershed in order to create a healthy and vibrant community.**

The Shoal Creek watershed provides an oasis in a rapidly growing urban area, and **we believe that with thoughtful investment, this natural treasure can better benefit our ecology, economy, and enjoyment of the outdoors.**

VISION

VISION

The Shoal Creek watershed has played a critical role as a natural feature of the landscape for hundreds of years and in our city's development for more than a century. U.S. Geological Survey reports show that as late as 1896, more than sixty years after white settlers founded the village of Waterloo, the area west of Shoal Creek was considered the domain of the Comanches. What will it be like in another hundred years?

We envision a continuous network of green spaces stretching throughout the watershed, connected by hike-and-bike trails in a healthy habitat. With more green space and a greener built environment, native plants and animals will flourish. Restored, enhanced, and celebrated, Shoal Creek will shine even more brightly as a central part of our city's cultural heritage. **The watershed will become a dynamic, safe, well-cared-for geographical area that improves the lives of residents and visitors.**

This is a big vision, and it will take time to achieve. We are dedicated to investing the necessary time over the long term. Our 2018 strategic plan presents Shoal Creek Conservancy's goals for 2018–2021 and our approach to achieving this mission. The plan is guided by our mission statement and shaped by stakeholders and thought leaders in our community. **Download the 2018-2021 Shoal Creek Conservancy Strategic Plan [here](#).**

[Learn More About Our Projects »](#)

WHAT IS A WATERSHED?

A watershed is a geographic area within which all water drains to a common source. Any water that falls on the ground in the Shoal Creek watershed eventually reaches Shoal Creek (if it doesn't evaporate first)!

[Check out our Watershed Map »](#)

ABOUT SHOAL CREEK

Shoal Creek flows through the heart of Austin, Texas. In 1839, it was the city's original western boundary. Today, it is an artery into its urban core. Shoal Creek is an eleven-mile natural waterway in a 13 square mile watershed. The creek's headwaters spring from the ground in north Austin near Highway 183. An urban stream, Shoal Creek remains a green oasis embedded in Austin's quickly changing landscape.

The creek meanders through neighborhoods, skirts the campuses of St. Andrew's Episcopal School and Seton Hospital near 38th Street, borders the western edge of the University of Texas, travels through Pease Park and ribbons through downtown Austin. The mouth of Shoal Creek, and the southern terminus of the trail, is located at Lady Bird Lake. Nearly 10 miles of trail and bikeways follow the creek from Hwy 183 to Lady Bird Lake, providing a pathway for cyclists, walkers and runners.

The Conservancy is a 501(c)(3) nonprofit organization. Download the IRS determination letter [here](#).

CREEKSIDE NEIGHBORS

The Shoal Creek watershed has approximately 72,000 residents, and land is largely dominated by single-family and commercial uses.

Each homeowner within the watershed has a unique opportunity to directly impact Shoal Creek's water

quality. Not sure where to start? The City of Austin has many resources to help you [conserve water](#), [catch water](#), [sustainably care for your lawns via the Grow Green Program](#), and a variety of [rebates, grants, and free landscaping items](#) to help you create an earth-wise garden.

Shoal Creek suffers from several interrelated water issues that can be significantly improved by each individual making small changes. Over half of the watershed is covered by impervious surfaces, which causes rapid [stormwater](#) runoff into Shoal Creek, carrying with it [pollutants](#) like [canine fecal matter](#), fertilizer, oil, grease, and other types of urban runoff. This impervious cover within the watershed leads to extreme flooding events. Homeowners can mitigate flooding and pollution along the corridor by [building structures that slow the flow, capture, and filter water](#) on their property. They can also help prevent erosion and flooding by creating [Grow Zones](#) made of native plants and trees that will help [return the creek to its natural state](#).

Do you live alongside Shoal Creek and have you noticed [litter](#) or recyclables in the creek? We are here to help via our Creekside Neighbors Cleanup Program and Newsletter!

Click below to learn more.

[Creekside Neighbors Cleanup Program »](#)[Creekside Neighbors Newsletter »](#)

LATEST NEWS



SPRING ALONG SHOAL CREEK

By: Sierra DaSilva, SCC's Spring 2021 Sustainability Intern Walking the creek this past month and seeing plants waking from winter dormancy has been a grounding, reassuring experience after an unusual year that was capped off by extreme freezing weather at...

[Read More »](#)

UPCOMING EVENTS

APR
30

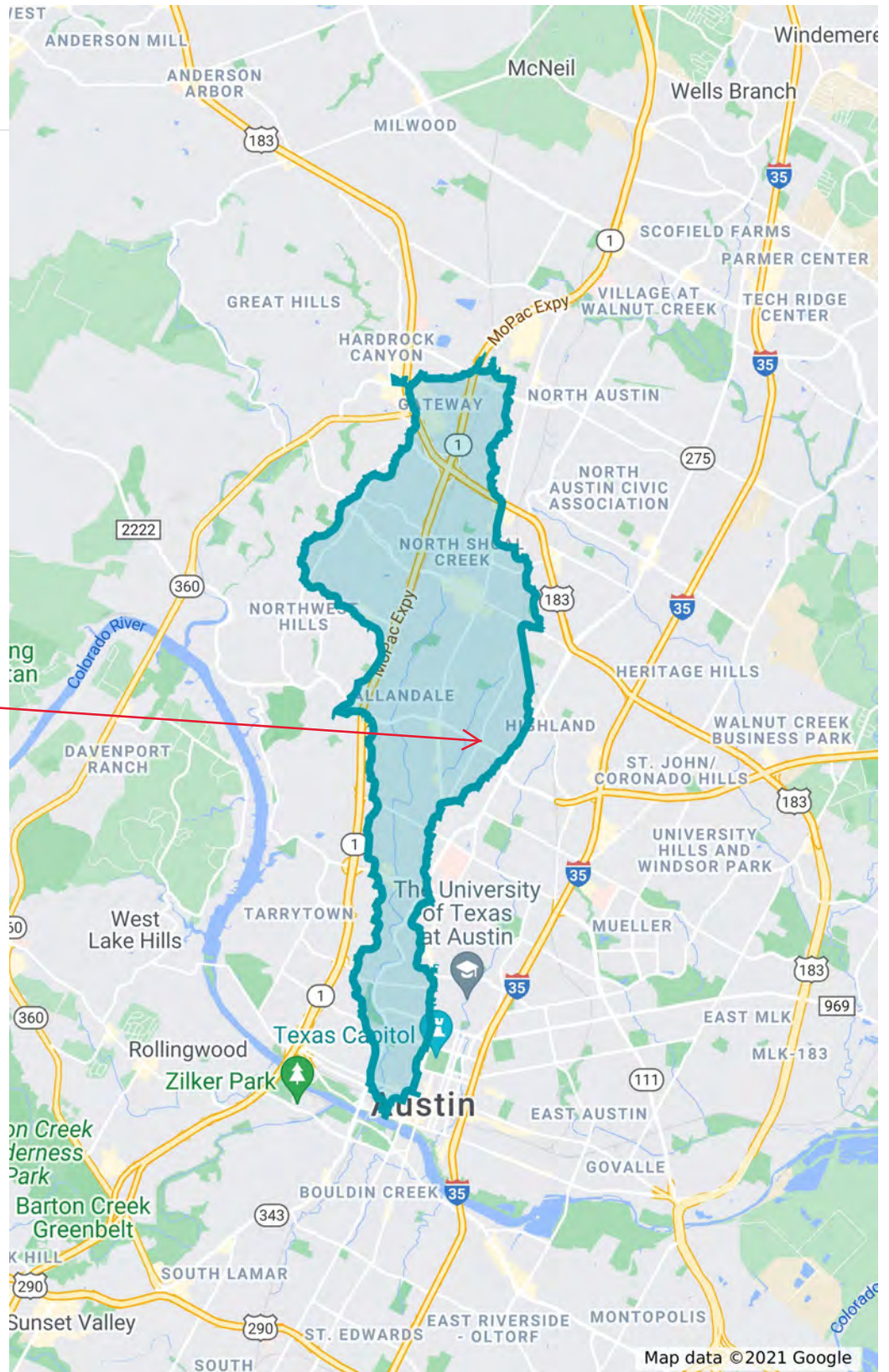
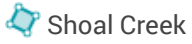
VOLUNTEERING

APRIL VOLUNTEER
CLEANUP

8:00-10:00am

The Shoal Creek Watershed

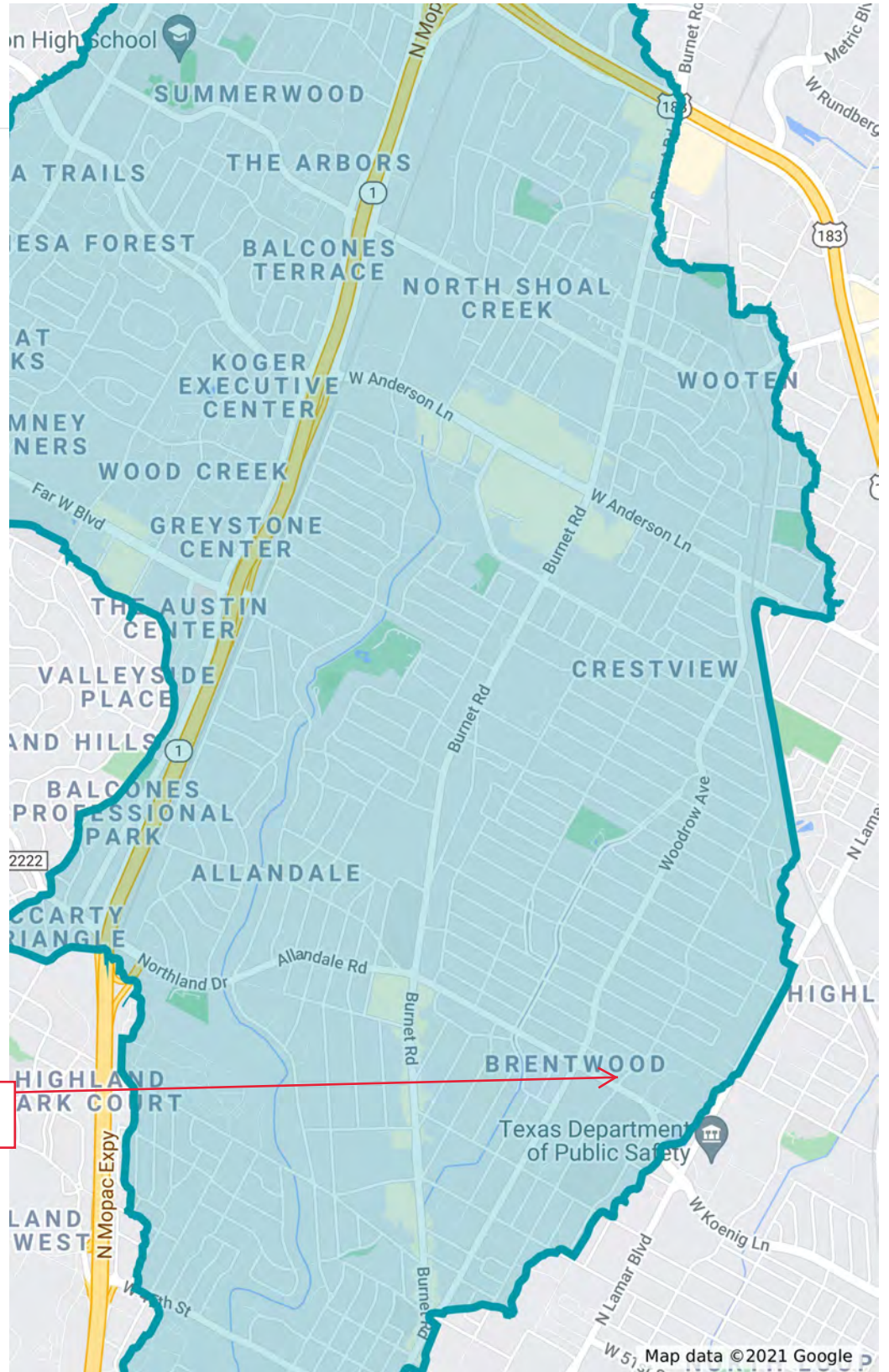
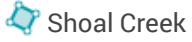
Shoal Creek Watershed



June West
development site

The Shoal Creek Watershed

Shoal Creek Watershed



June West
development site

May 3, 2021

Ms. Alena Morgan
Administrator – 9% Tax Credits
TDHCA
221 East 11th Street
Austin, Texas 78701

RE: June West, Austin, Texas
Critical Water Quality Zone Letter for City of Austin

On behalf of our client, McDowell Housing Partners, Pape-Dawson Engineers has been asked to review the June West site plan at Grover Avenue and W. Koenig Lane in Austin, TX. McDowell Housing Partners provided the attached site plan and Site Investigation Report from the proposed development known as June West, TDHCA Application #21075, for this review.

The proposed June West **Architectural Site Plan and Site Investigation Report provided to Pape-Dawson Engineers do not mention the Critical Water Quality Zone (CWQZ)**. Per the City of Austin property profile website, there is a Critical Water Quality Zone on the east side of the property. The existing CWQZ encompasses approximately 62% of the eastern lot of the proposed development. The proposed building and parking are both located within the existing CWQZ.

In the event where there is a CWQZ located on a site, the development must adhere to the City of Austin Land Development Code (LDC) Section 25-8-261 Critical Water Quality Zone Development. Per this section of code, development is prohibited in the CWQZ except for the following:

- Fencing
- Open Space
- Docks, public boat ramps, bulkheads, or marinas (along Lake Travis, Lake Austin, or Lady Bird Lake)
- Utility Lines – Under specified conditions
- In-channel detention basins and in-channel wet ponds
- Floodplain modifications
- Vegetative filter strips, rain gardens, biofiltration ponds

If the above facilities are proposed within the CWQZ, they must meet the specifications detailed in LDC Section 25-8-261.

LDC Section 25-8-262 details when street crossings or driveways are permitted within the CWQZ.

The City of Austin Environmental Criteria Manual (ECM) also addresses development permitted within a CWQZ. Per ECM Section 1.5.3 *"in all watersheds, development is prohibited in the Critical Water Quality Zone except as provided by sections 25-8-261 and 25-8-262 of the Land Development Code."* The ECM describes these facilities in more detail in section 1.5.3; the facilities are as follows:

- Fencing
- Open Space
- Boat Docks, Piers, Wharfs, and Marinas
- Utility Crossings
- Parallel Utilities
- In-channel Detention Basins and Wet Ponds
- Floodplain Modification
- Green Water Quality Controls
- Residential Lots (less than 5,750 SF)
- Street Crossings

If a developer would like to place facilities not listed above within a current CWQZ, they may utilize CWQZ buffer averaging per LDC Section 25-8-92(B) and ECM Section 1.5.2(D). These code sections state that the CWQZ boundaries may be reduced in a suburban watershed if the overall surface area of the buffer can be retained or increased by either:

- Providing a wider CWQZ somewhere else on the site; or
- Extending the CWQZ to unclassified waterways on the site

If a developer chooses to pursue CWQZ buffer averaging, *"the proposed buffer expansion must always be contiguous to the overall Critical Water Quality Zone and shall maintain a reasonable connection with the functions of the riparian zone and floodplain."* Based on information provided to Pape-Dawson from McDowell Housing, the proposed development is in the Shoal Creek Watershed, which is classified as an urban watershed, and is **not eligible for buffer averaging.**

LDC Section 25-8-25 addresses redevelopment in the urban and suburban watersheds and the applicability of Subchapter A. Subchapter A includes sections 25-8-92 and 25-8-261 listed above. Section 25-8-25 applies to properties in the urban and suburban watershed where:

- existing development is located on-site and no unpermitted development occurred on-site after January 1, 1992 (LDC Section 25-8-25(A)(1))
- the property owner files a site plan application and an election for the property to be governed by section 25-8-25.

The proposed redevelopment must also meet the following items to be exempt from Subchapter A:

- Impervious cover cannot increase over the existing amount with the proposed redevelopment
- The development must provide the level of water quality treatment prescribed by current regulations
- The site may not generate more than 2,000 vehicle trips per day
- The proposed development must be consistent with the neighborhood plan
- The proposed development may not increase non-compliance with any of Article 7, Division of the LDC (this includes section 25-8-261 and 25-8-262 listed above)
- The proposed redevelopment cannot be located within an Erosion Hazard Zone, unless protective works per the Drainage Criteria Manual are provided

The original site plan for this site was approved in 1990. Based on Google Earth imagery, there were improvements to connect the eastern lot of the proposed development to the western lot done sometime between 2007 and 2008. These improvements increased impervious cover on-site, some of which was in the CWQZ. At this time, there is no information on AB+C that provides evidence that these improvements were permitted. If these improvements were not permitted through the City of Austin, the **June West site is not eligible for the grandfathering rights** under LDC Section 25-8-25 per LDC Section 25-8-25(A)(1).

Based on the information provided above, new buildings and parking areas are not permitted within the limits of a Critical Water Quality Zone unless they are subject to the exceptions described herein. A site can choose to pursue CWQZ buffer averaging within the suburban watershed; however, the buffer expansion must be contiguous and remain within the proposed site. If a site is being redeveloped and meets the requirements of LDC Section 25-8-25, proposed improvements may be allowed in the CWQZ. All proposed improvements are required to seek City of Austin permits and are subject to City staff's interpretation of the Land Development Code. Proposed improvements within the City of Austin CWQZ may require public approval from the Environmental Board and Planning Commission.

Based on the information provided, the June West **Site Plan does not appear to meet the City of Austin requirements for developing within the CWQZ.**

June West, Austin, Texas
Critical Water Quality Zone Letter for City of Austin
May 3, 2021
Page 4 of 4

We appreciate your consideration on this matter, if you have any further questions, please feel free to contact our office at 512-454-8711.

Sincerely,
Pape-Dawson Engineers, Inc.



Shelly Mitchell, P.E.
Vice President

H:\Projects\512\31\00\212 Preliminary\Documents\Reports\CWQZ Letter\Austin CWQZ Letter_210428.docx



Property Profile



Legend

- Street Labels**
- Jurisdiction**
 - FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ
- Block**
- Lot Line**
- Recorded Subdivision**
- Jurisdiction**
 - FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ
- Creek Buffers/Waterway Setbacks**
 - Critical Water Quality Zone
 - Water Quality Transition Zone
- Austin Strategic Mobility Plan**
 - 1
 - 2
 - 3
 - 4
 - 5



NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Notes

SITE NOTES:

1. SITE AREA IS 1.13 ACRES
2. SITE IS IN FLOOD ZONES SHALLOW AO, AE & X
3. ALL ON SITE CONSTRUCTION IS NEW CONSTRUCTION
4. MINIMUM 8'-0" CEILING HEIGHTS
5. NO STORMWATER RETENTION / WATER QUALITY POND WILL BE REQUIRED ON SITE

FLOOD ZONE MITIGATION STATEMENT

The site is partially located within the FEMA 100yr AO (12" depth) floodplain as well as the City of Austin Fully Developed 100yr floodplain (FEMA AE). The finish floor elevation must be 24" above the flood elevation. This project will comply by ensuring that any units within the floodplain delineation will have a FFE at least 24" above flood elevation. Additionally, the floodplain encumbered parking areas will be raised a minimum of 6" to ensure drive areas will be no more than 6" below the flood plain elevation.

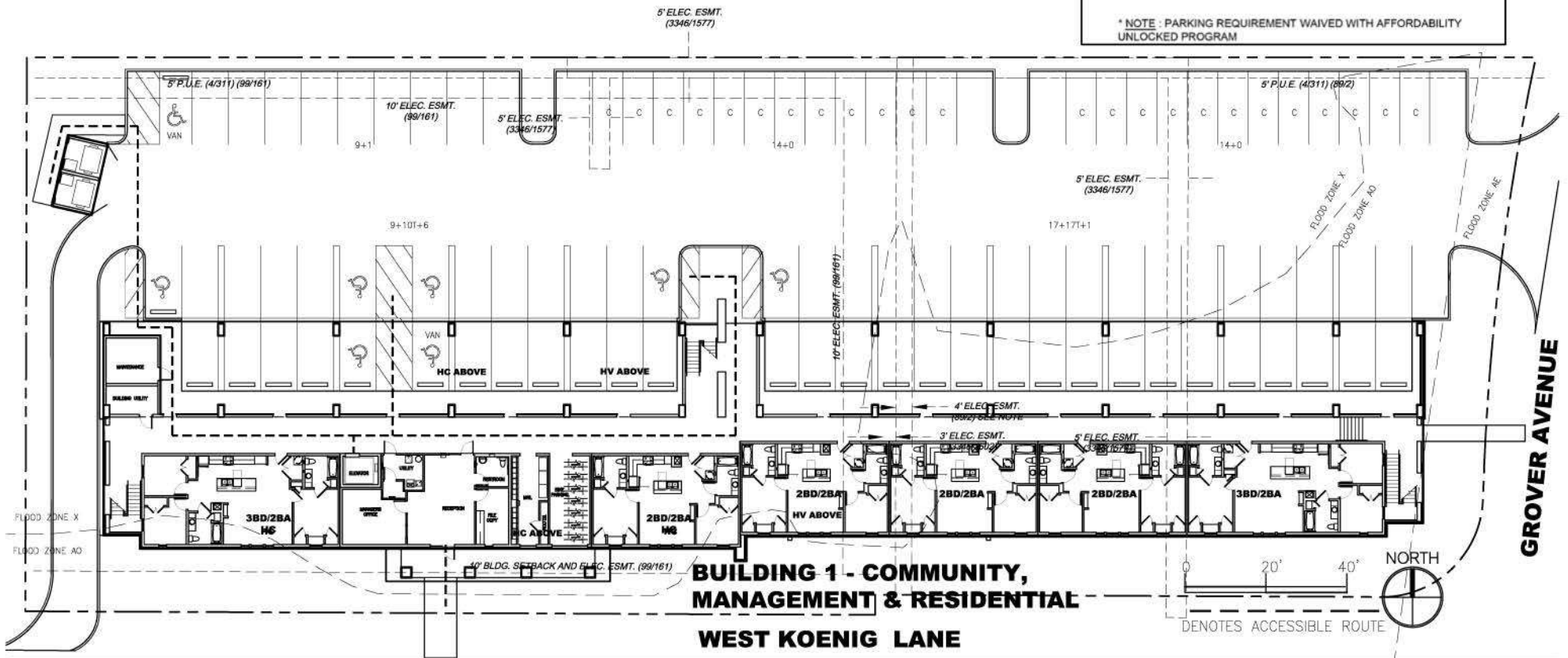
PARKING SUMMARY:

98 TOTAL SPACES
 63 OPEN 9X18 SPACES
 6 OPEN HC SPACES
 27 COVERED 9X18 SPACES
 2 COVERED HC SPACES

PARKING SHOWN TO BE APPROVED WITH SITE PLAN APPROVAL AND AFFORDABILITY UNLOCKED

Parking Summary	
Required Parking Per Code (2 spots per Unit):	160*
Total Provided Parking Count:	98
Provided Standard Parking:	66
Provided Compact Parking:	24
Provided ADA Parking count:	08

* NOTE : PARKING REQUIREMENT WAIVED WITH AFFORDABILITY UNLOCKED PROGRAM



ARCHITECTURAL SITE PLAN

JUNE WEST



Austin, Texas



THREE BAR ARCHITECTURE, INC.

JUNE WEST																		
BUILDING DESIGNATION	SPACE TYPE	BUILDING CONFIGURATION					COMMON SPACE				AREAS				TOTAL N.R.A. **	UNITS/BLDG	# OF STORIES	G.S.F./BLDG ***
		0-BR 1-BA	1-BR 1-BA	2-BR 2-BA	3-BR 2-BA						0-BR 1-BA	1-BR 1-BA	2-BR 2-BA	3-BR 2-BA				
1	COMMUNITY SPACE						2,207											
1	MECHANICAL EQUIPMENT STORAGE						420											
1	COVERED PORCH						337											
1	MAINTENANCE						320											
1	APARTMENT	31	11	24	14			550	650	850	1,132		60448	80	5			
1	BREEZEWAY						12,090											
TOTALS		31	11	24	14		15374						60,448	80			75,822	

** NET RENTABLE AREA (TDHCA) IS THE UNIT SPACE THAT IS AVAILABLE EXCLUSIVELY TO THE TENANT AND IS HEATED & COOLED BY A MECHANICAL HVAC SYSTEM. NRA IS MEASURED TO THE OUTSIDE OF THE STUDS OF A UNIT OR TO THE MIDDLE OF WALLS IN COMMON WITH OTHER UNITS. NRA DOES NOT INCLUDE COMMON HALLWAYS, STAIRWELLS, ELEVATOR SHAFTS, JANITOR CLOSETS, ELECTRICAL CLOSETS, BALCONIES, PORCHES, PATIOS, OR OTHER AREAS NOT ACTUALLY AVAILABLE TO THE TENANTS FOR THEIR FURNISHINGS, NOR DOES NRA INCLUDE THE ENCLOSING WALLS OF SUCH AREAS.

TOTAL DWELLING UNITS = 80
 9X18 OPEN PARKING SPACES = 63
 9X18 COVERED SPACES = 27
 HC OPEN PARKING SPACES = 6
 HC COVERED PARKING SPACES = 2

 TOTAL PARKING SPACES = 98

2010 ADA UNITS SUMMARY

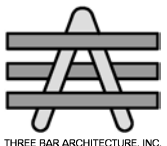
MOBILITY, HEARING & VISUAL
 5% x 80 = 4 UNITS- (1)0/1, (1)1/1, (1)2/2 & (1)3/2
 LABELED HC UNIT ON BUILDING PLANS

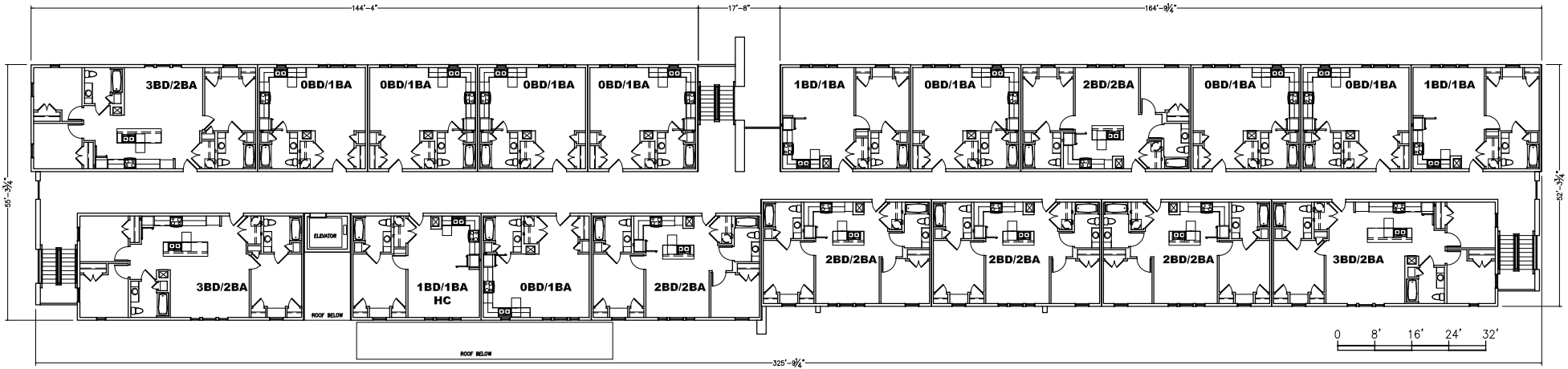
 HEARING & VISUAL
 2% x 80 = 2 UNITS- (1)0/1 & (1)2/2
 LABELED HV UNIT ON BUILDING PLANS

BUILDING TYPE SUMMARY

JUNE WEST

Austin, Texas

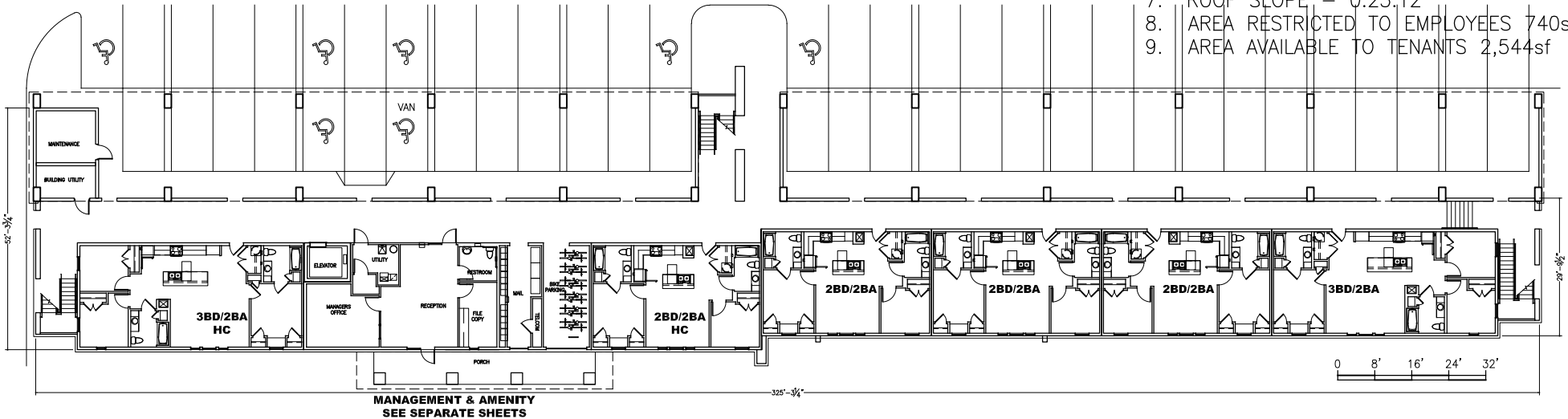




BUILDING 1 - LEVEL 2

BUILDING 1 NOTES

1. NET RENTABLE AREA 60,448sf
2. TOTAL BREEZEWAY AREA 12,090sf
3. TOTAL COMMUNITY AREA 2,544sf
4. TOTAL M/E/S AREA 420sf
5. MAINTENANCE AREA 320sf
6. MINIMUM 8'-0" CEILING HEIGHT
7. ROOF SLOPE - 0.25:12
8. AREA RESTRICTED TO EMPLOYEES 740sf
9. AREA AVAILABLE TO TENANTS 2,544sf



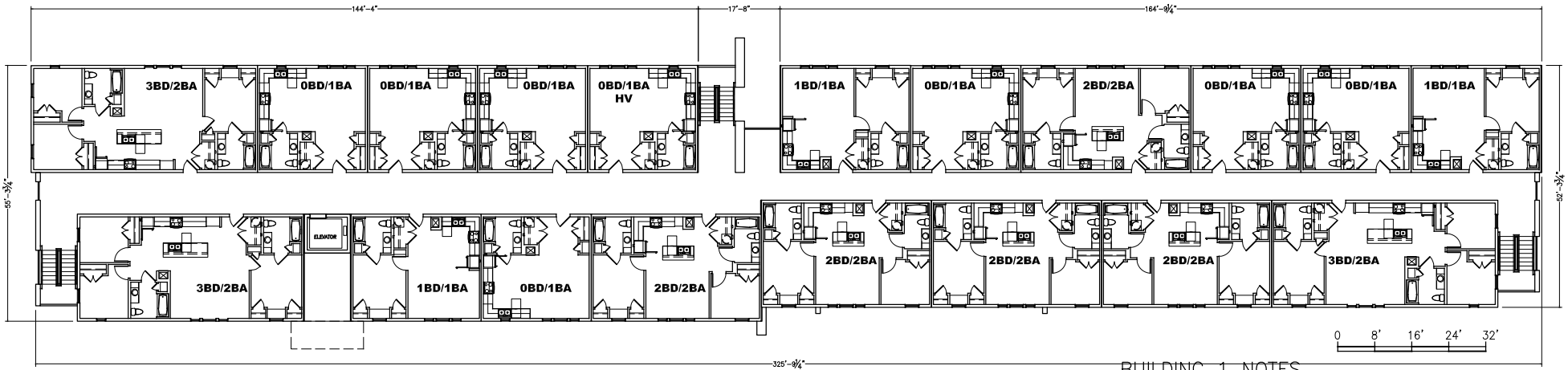
BUILDING 1 - LEVEL 1

JUNE WEST

Austin, Texas



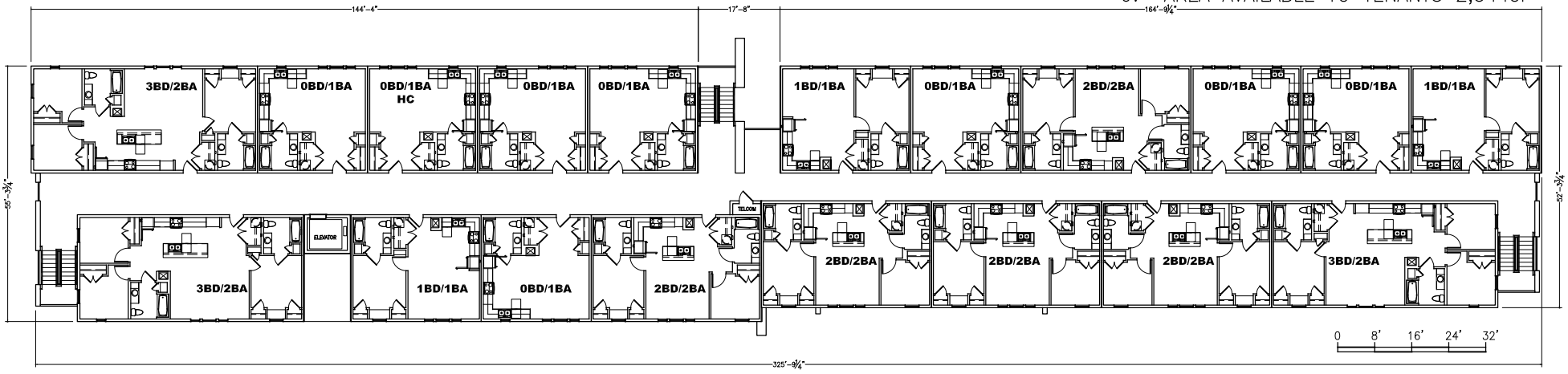
THREE BAR ARCHITECTURE, INC.



BUILDING 1 NOTES

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9. AREA AVAILABLE TO TENANTS 2,544sf

BUILDING 1 - LEVEL 4



BUILDING 1 - LEVEL 3

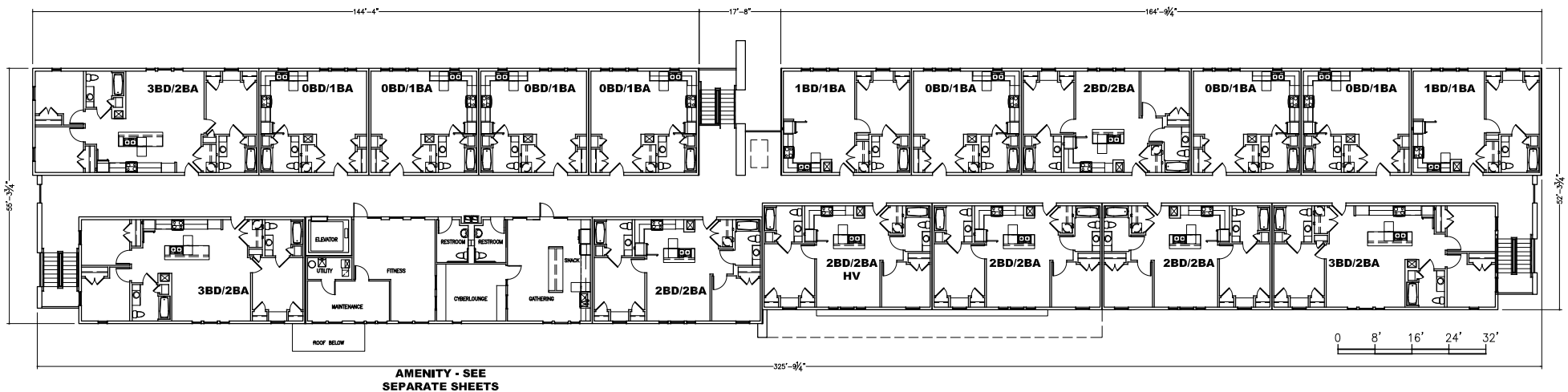
JUNE WEST

Austin, Texas



BUILDING 1 NOTES

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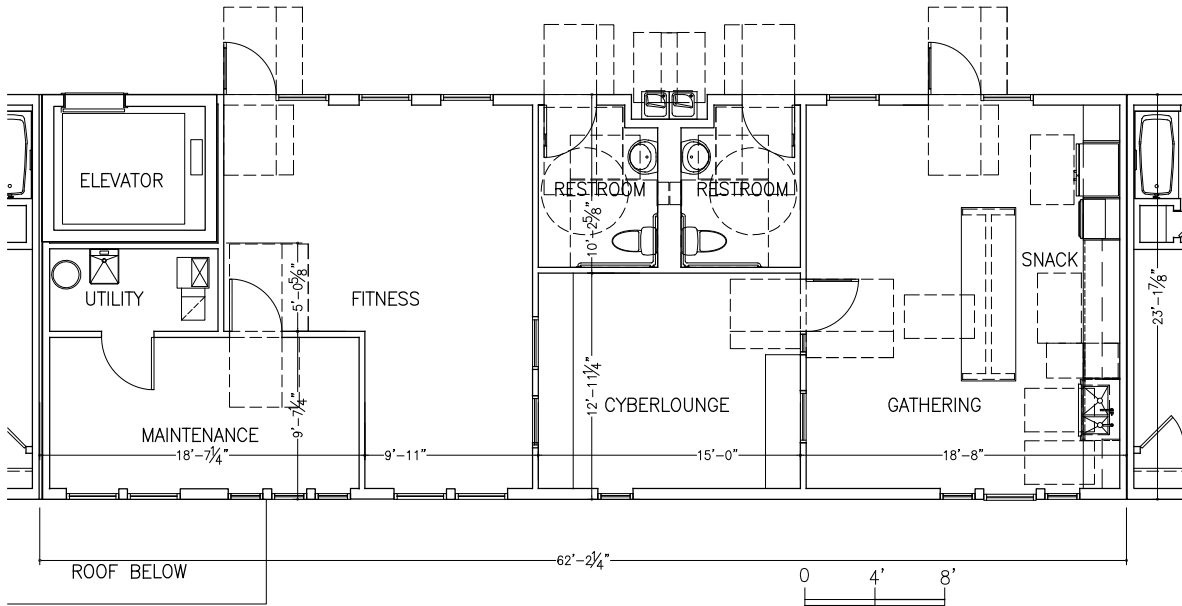


BUILDING 1 - LEVEL 5

JUNE WEST

Austin, Texas

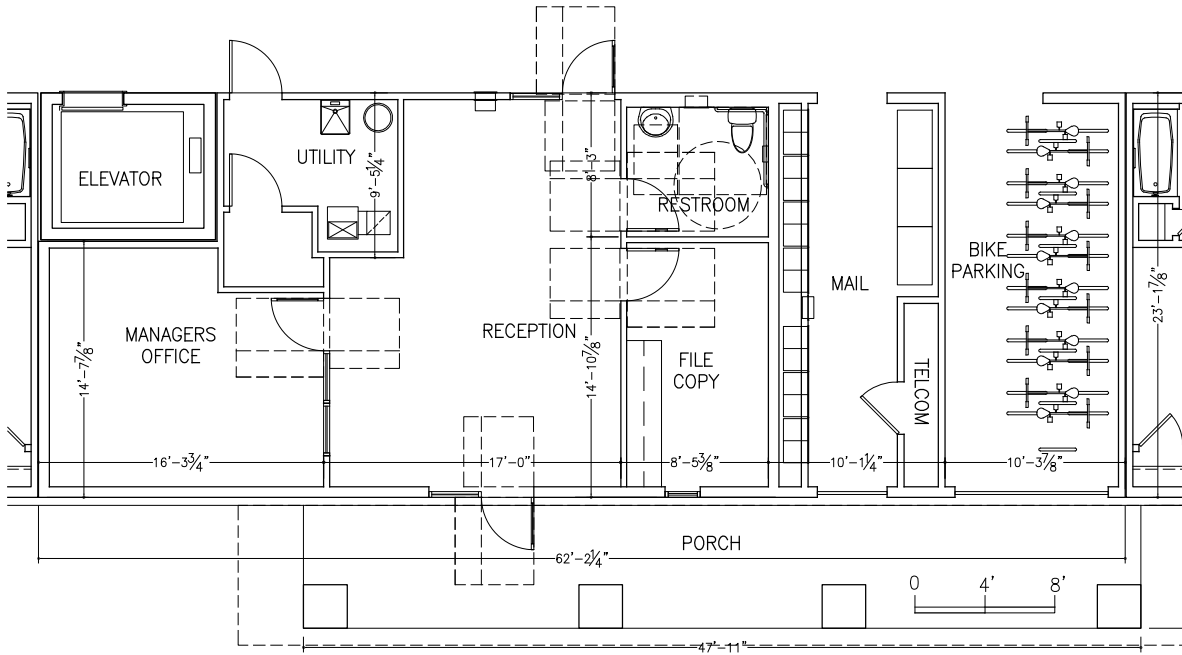




BUILDING 1 - LEVEL 5 AMENITY SPACE

BUILDING 1 NOTES

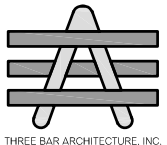
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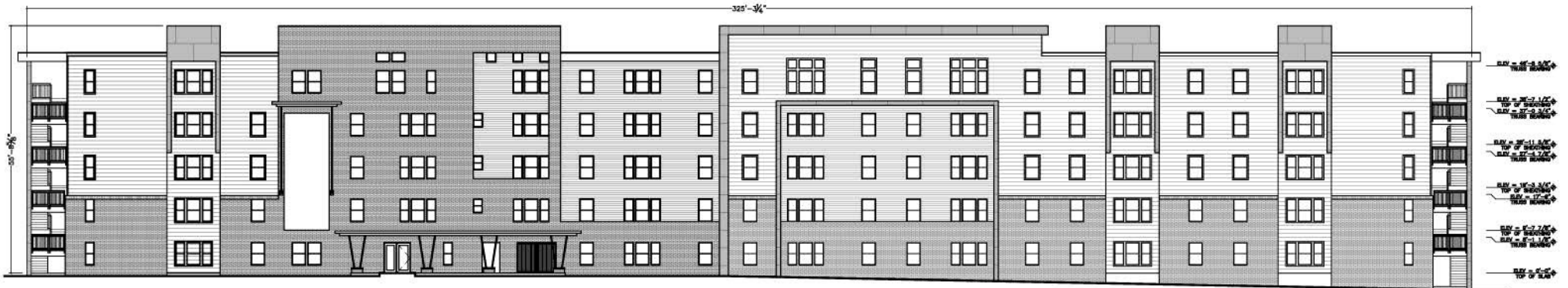


BUILDING 1 - LEVEL 1 MANAGEMENT & AMENITY SPACE

JUNE WEST

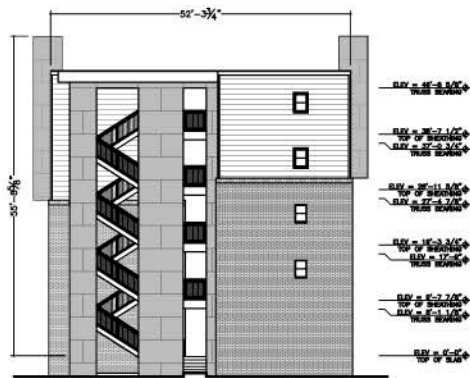
Austin, Texas





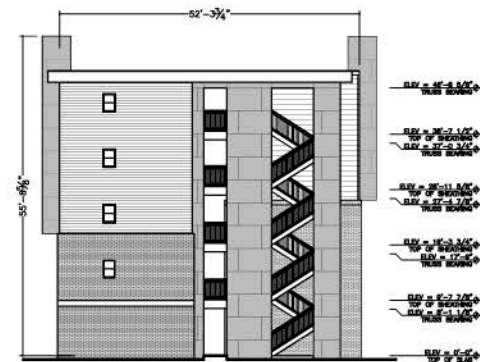
EXTERIOR MATERIALS:
 TDHCA MASONRY 36.0%
 CEMENTITIOUS SIDING 64.0%

BUILDING 1
 FRONT ELEVATION
 CLUBHOUSE
 31 ZERO BEDROOM UNITS
 11 ONE BEDROOM UNITS
 24 TWO BEDROOM UNITS
 14 THREE BEDROOM UNITS



EXTERIOR MATERIALS:
 TDHCA MASONRY 34.0%
 CEMENTITIOUS SIDING 66.0%

BUILDING 1
 SIDE ELEVATION
 CLUBHOUSE
 31 ZERO BEDROOM UNITS
 11 ONE BEDROOM UNITS
 24 TWO BEDROOM UNITS
 14 THREE BEDROOM UNITS



EXTERIOR MATERIALS:
 TDHCA MASONRY 30.0%
 CEMENTITIOUS SIDING 70.0%

BUILDING 1
 SIDE ELEVATION
 CLUBHOUSE
 31 ZERO BEDROOM UNITS
 11 ONE BEDROOM UNITS
 24 TWO BEDROOM UNITS
 14 THREE BEDROOM UNITS



BUILDING 1 NOTES

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8. AREA RESTRICTED TO EMPLOYEES 740sf
9. AREA AVAILABLE TO TENANTS 2,544sf

ELEVATIONS

JUNE WEST

Austin, Texas



THREE BAR ARCHITECTURE, INC.



EXTERIOR MATERIALS:
 TDHCA MASONRY 31.0%
 CEMENTITIOUS SIDING 69.0%

BUILDING 1
 REAR ELEVATION
 CLUBHOUSE
 31 ZERO BEDROOM UNITS
 11 ONE BEDROOM UNITS
 24 TWO BEDROOM UNITS
 14 THREE BEDROOM UNITS

BUILDING 1 NOTES

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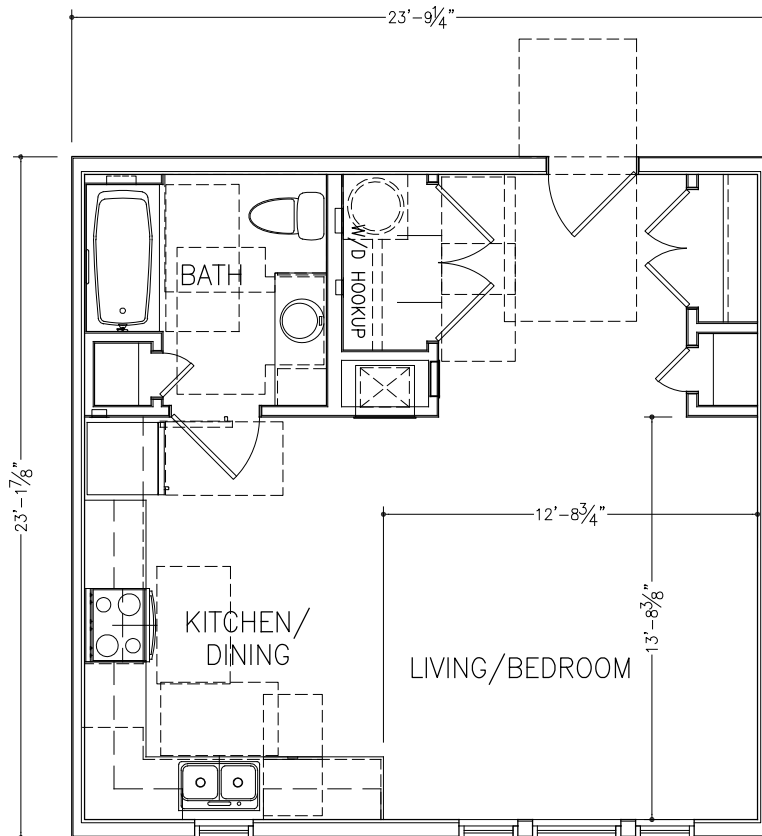
ELEVATIONS

JUNE WEST

Austin, Texas



THREE BAR ARCHITECTURE, INC.



NET RENTABLE AREA: 550 SF

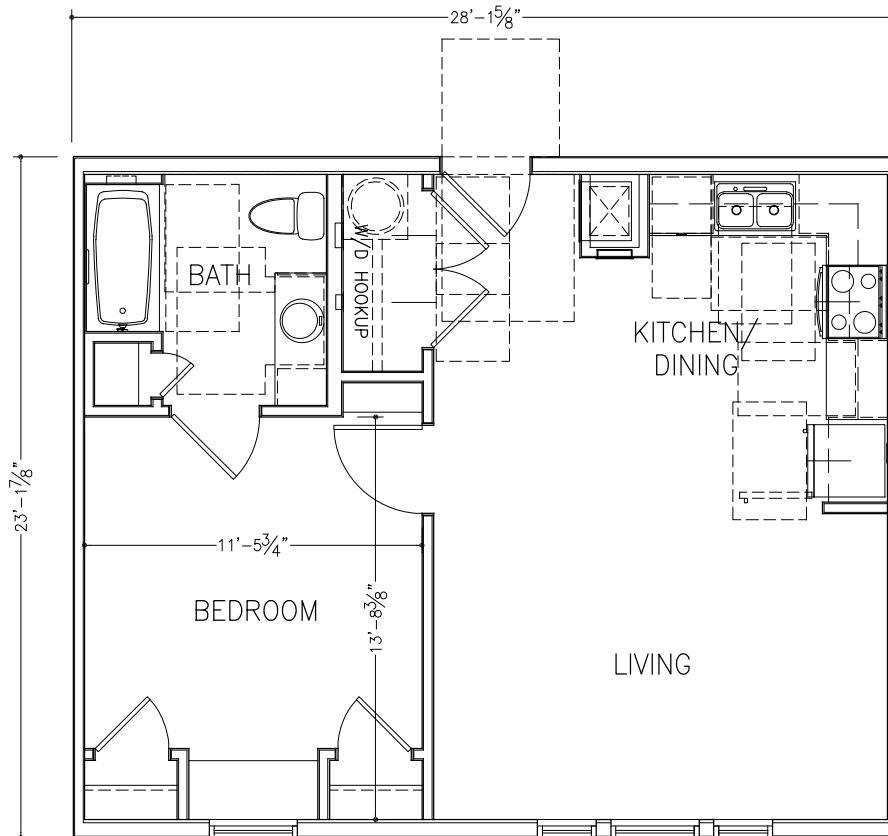


ZERO BEDROOM
 JUNE WEST

Austin, Texas



THREE BAR ARCHITECTURE, INC.



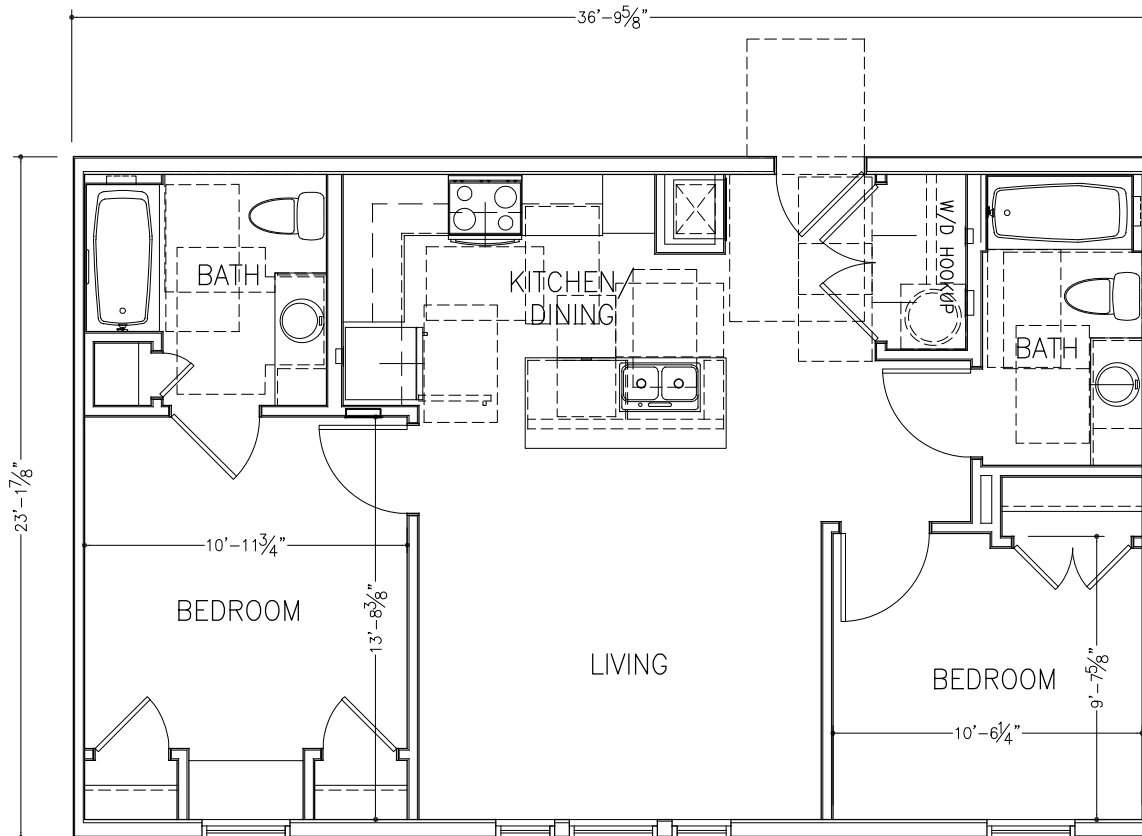
NET RENTABLE AREA: 650 SF



ONE BEDROOM
 JUNE WEST

Austin, Texas





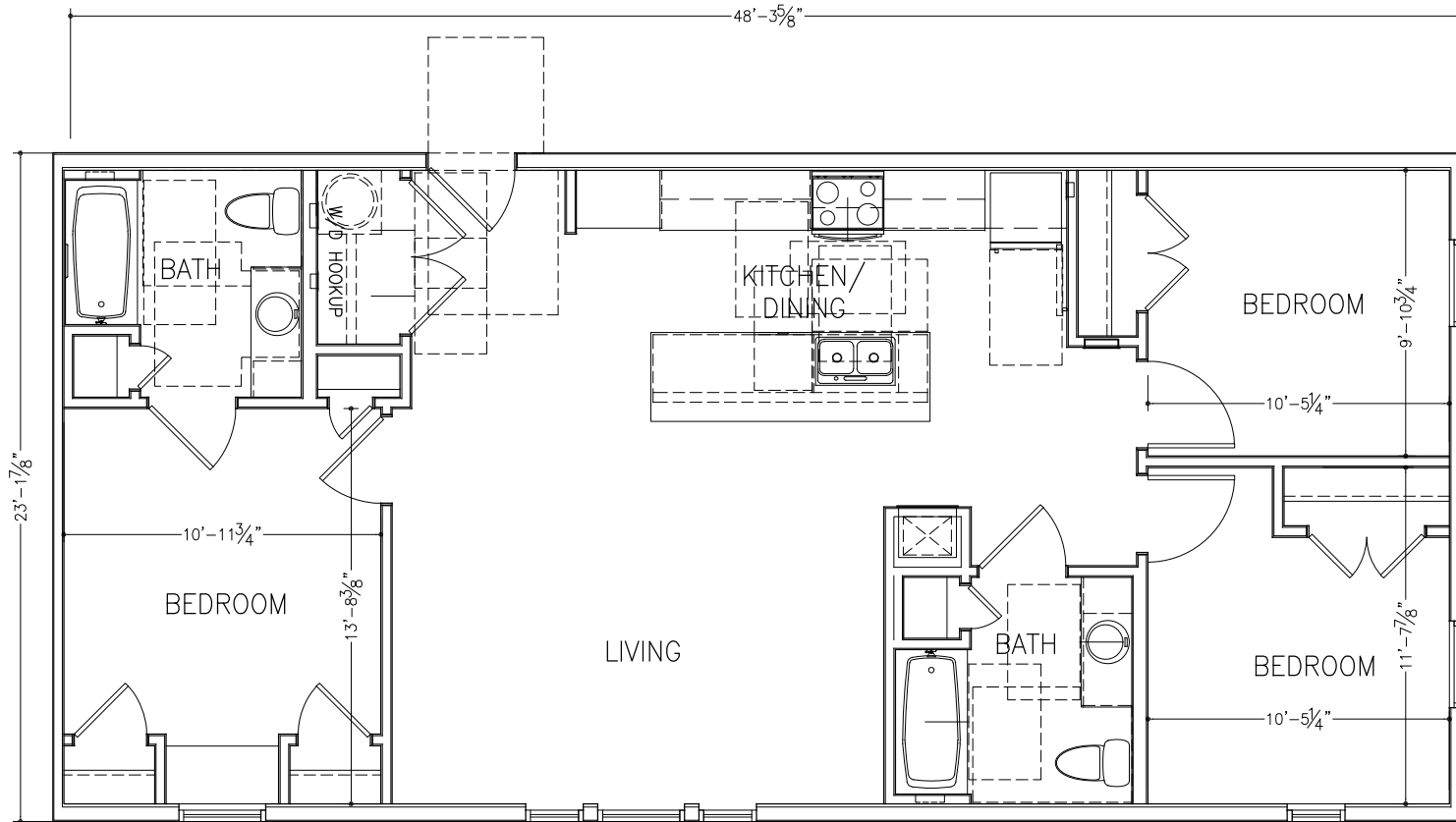
NET RENTABLE AREA: 850 SF



TWO BEDROOM
 JUNE WEST

Austin, Texas





NET RENTABLE AREA: 1,132 SF



THREE BEDROOM
JUNE WEST

Austin, Texas



**SITE INVESTIGATION REPORT
JUNE WEST MULTIFAMILY
1200-1206 W KOENIG LN
AUSTIN, TRAVIS COUNTY, TEXAS**

FEBRUARY 2021

Prepared For:

June West, LLC.
5501-A Balcones Dr #302
Austin, Texas 78731

Prepared By:

Kimley»»Horn

Kimley-Horn and Associates, Inc.

2600 Via Fortuna, Terrace 1, Suite 300
Austin, TX 78746
Texas Registered Engineering Firm F-928

Contact:

Harrison Hudson, P.E. (harrison.hudson@kimley-horn.com)

Ryan Taylor (ryan.taylor@kimley-horn.com)

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ENGINEERED SITE PLAN.....	APPENDIX
SITE WORK COST BREAKDOWN FORM.....	APPENDIX

PART 1: EXECUTIVE SUMMARY

A site investigation report has been prepared for two parcels totaling 1.13-acres located at 1200-1206 W Koenig Lane in Austin, Texas. The purpose of this site investigation is to assist the client in identifying potential development constraints. A summary of key items is provided below:

- The 1.13-acre site consists of two tax parcels. The tracts are identified as Travis County Appraisal District (TCAD) Property ID 229701 and 229703. The lots are platted.
- The existing site is being used as a car sales facility. An existing one-story commercial building and a two carport structures will need to be demolished.
- There are no known seller contributions or reimbursements for site work or off-site work.
- There are no existing detention facility on-site. It is not anticipated that an on-site detention facility will be required due to an overall decrease in impervious cover compared to that of existing conditions.
- There are no known existing water quality structures on-site. The developer may use the fee-in-lieu option to meet water quality requirements. The SMART Housing Program waives the fees for water quality fee-in-lieu. **No mention of Critical Water Quality Zone (CWQZ)**
- Per Austin Water Utility's records, there is a 8" CI waterline (COA# UNK) running along the south side of Koenig Lane and a 30" CSC waterline (COA# W-1957-001) and a 2" CI waterline (COA # UNK) running along the east side of Grover Avenue. There is an 10" concrete wastewater line (COA#UNK) running along the south side of Koenig Lane and a 10" concrete wastewater line (COA #UNK) on the east side of Grover Avenue. A Service Extension Request would need to be submitted to Austin Water Utility to determine if the existing utilities are adequate to serve the proposed development.
- The site is within the Austin Energy Electric Utility (AE) service area. Electric service is currently in place for the site. **No mention of CWQZ**
- The site is partially located within the FEMA 100yr A0 (12" depth) floodplain as well as the City of Austin Fully Developed 100yr floodplain (FEMA AE). The finish floor elevation must be 24" above the flood elevation. This project will comply by ensuring that any units within the floodplain delineation will have a FFE at least 24" above flood elevation. Additionally, the floodplain encumbered parking areas will be raised a minimum of 6" to ensure drive areas will be no more than 6" below the flood plain elevation.

The information provided in this report is derived from information provided by Travis County, the City of Austin, utility providers, limited research of public records, and the City land development requirements. The report provides supplemental information to the Owner to assist in the identification of potential development constraints. Additional information may be contained in public records provided by a title search. These records may further restrict or modify the types and the allowable development.

Kimley-Horn and Associates, Inc. (Kimley-Horn) has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

This report is based on our knowledge as of February 2021. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. Our assessment is based on the desires of the Client that have been specifically disclosed to us. The Client should do its own due diligence to become comfortable with our findings and to be sure no other significant development issues exist.

Any person signing this Report acknowledges that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law.

PART 2: SITE SUMMARY

A site investigation report has been prepared for one lots totaling 1.13-acres located at 1200-1206 W Koenig Ln, Austin, Texas. The purpose of this site investigation is to assist the client in identifying potential development constraints.

ZONING

The proposed development will be required to meet City of Austin Zoning regulations for building height, building setbacks, impervious cover limits, signage, landscaping, and parking.

Base Zoning:

Both tracts are zoned Community Commercial-Mixed Use-Conditional Overlay-Neighborhood Plan (GR-MU-CO-NP). The GR zone allows for the use of an office or other commercial development that serves the neighborhood and community needs. The Conditional Overlay Combining District is established to modify use and site development regulations to address specific circumstances presented by a site.

The proposed use of this site is multi-family. This use is permitted under the current zoning of this site.

The site's current zoning conveys the following development regulations:

GR-MU-CO-NP

- Maximum Development Height: 60 feet
- Minimum Building Setbacks*:
 - 10' Front yard setback
 - 10' Street side yard setback
 - No standard for Interior side yard setback
 - No standard for Rear side yard setback
- Maximum Building Coverage: 75%
- Maximum Floor to Area Ratio (FAR): 1:1
- Maximum Impervious Cover: 90%

*Note: Subchapter E requirements supersede zoning setbacks. The current site plan adheres to zoning regulations previously described with the Affordability Unlocked program described below:

Affordability Unlocked: Affordability Unlocked does not waive CWQZ requirements.

This development intends to meet the City of Austin Affordability Unlocked Type 2 Requirements, and has an approval letter from the City of Austin to confirm they have met all requirements. Incentives for meeting Type 2 Affordability Unlocked are as follows:

- Waiver of compatibility requirements (height restrictions and setbacks from property line)
- Waiver of building bulk restrictions ("Floor-to-Area Ratio/FAR")
- Waiver of dwelling unit occupancy limits (generally limiting homes to 4-6 unrelated individuals)
- Waiver of site area requirements (density limits that apply in higher density zones)
- Modified parking requirements (accessible parking still required)
- Front & rear yard setbacks decreased by 50 percent

- Minimum lot size & lot width reduced
- Maximum height allowed by base zoning increased by 1.25 times
- Maximum height allowed by base zoning increased by 1.5 times

Neighborhood Plan:

The site is in the Brentwood Neighborhood and is subject to Zoning Ordinance 040513-33A. However, there are no conditional overlays associated with the project site. Future Land Use Map (FLUM) designates the site as Mixed Use.

SUBDIVISION REQUIREMENTS

The site is legally described as Lot A, of J. Broaddus Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in/under Volume 89, Page 2 of the Map/Plat Records of Travis County, Texas. The other lot on the site is legally described as Lot 13-W, Amended Plat of Lots 11, 12, 13, 14, 15 and the West 35 feet of Lot 16, in Block W, of Violet Crown heights, Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in/under Volume 99, Page 161 of the Map/Plat Records of Travis County, Texas. Resubdivision is not required if the proposed building straddles the interior property line. A Unified Development Agreement will be recorded to entitle the two properties together.

Any building setback lines delineated on the existing plat are not applicable under current zoning regulations. All building setbacks shall be designated per current zoning. If removal of the platted building setback lines is requested, they may be removed by amending the plat.

The impact fees for water and wastewater service will be established by the plat date.

PROPERTY IDENTIFICATION NUMBER & MILLAGE RATES FOR TAXING JURISDICTIONS

Property	TCAD Property ID	Legal Lot	Area (acres)
Tract 1	229701	LOT A BROADDUS J SUBD	0.4680
Tract 2	229703	LOT 13-W VIOLET CROWN HEIGHTS SEC 2 AMENDED PLAT OF LOTS 11-15 & THE WEST 35' OF LOT 16 BLK W	0.6622

The table below shows the taxable millage rates (%) for each taxing jurisdiction associated with both tracts.

Entity	Description	Millage Rate for Jurisdiction
01	Austin ISD	1.122
02	City of Austin	0.4431
03	Travis County	0.369293
0A	Travis Central Appraisal District	0.00
2J	Travis County Healthcare District	0.105573
68	Austin Community College District	0.104900
	Total:	2.144866

DEVELOPMENT ORDINANCES:

The City of Austin requires that all new construction comply with the following Codes along with their local amendments:

- 2015 International Building Code
- [City of Austin Code of Ordinances](#) Link includes Austin Land Development Code where CWQZ requirements are listed (as referenced in the Pape Dawson Letter)
- 2017 National Electrical Code
- 2015 Uniform Plumbing Code
- 2015 Uniform Mechanical Code
- 2015 International Fire Code

FIRE DEPARTMENT REQUIREMENTS

The City of Austin enforces the 2015 International Fire Code along with the [City of Austin Fire Protection Manual Fire](#). Regulations are including but not limited to hydrant spacing, minimum vertical clearance for emergency vehicles, fire lane requirements, hammerhead fire lane requirements, cul-du-sac fire lane requirements, entry/access gate requirements, as well as the standard construction details associated with many of these scenarios.

The current site plan adheres to these site-specific fire requirements:

- 25' minimum two-way driveway width.
- 150' maximum dead end
- Aerial access road located between 15'-30' from edge of building.
- 15% maximum grade
- Fire Department Connection (FDC) located within 100' of a fire hydrant for sprinklered buildings

SITE INGRESS AND REGRESS REQUIREMENTS

Site Ingress and Egress requirements are controlled by the [City of Austin Transportation Criteria Manual](#). The site is bound by W Koenig Ln (minor arterial) and Grover Ave (Residential Collector). Driveway Requirements are as follows:

Requirement	Residential Collector		Minor Arterial	
	Min	Max	Min	Max
Width	25	40	30	45
Throat Length	20	-	40	-
Driveway Spacing	50	-	150	-

In addition to meeting driveway spacing requirements, driveways must also be located no less than 100' or 60% of the frontage, whichever is less, from the nearest intersection.

The driveway on the southwest corner will need an administrative variance to break the 150' driveway spacing requirement due to an existing driveway located approximately 70' to the west at the adjacent site. It is expected that this administrative variance will be granted due to conversations with the Austin Transportation Department, it is located away from the W Koenig/Grover intersection, and it is a right-out only driveway.

BUILDING CODES AND LOCAL DESIGN REQUIREMENTS

Building construction is controlled by the [City of Austin Building Criteria Manual](#). The city of Austin follows the 2015 International Building Code. A permitted site plan is required prior to approval of a building permit. The building permit and site plan permit may be reviewed concurrently as separate applications. The building permit application will be led by the project architect.

ATYPICAL ITEMS THAT WILL MATERIALLY IMPACT COSTS:

At the time of this report, there are no atypical items found that may materially impact costs.

PART 3: PREPARED STATEMENT OF PROCESS, TIMING AND COST

CITY OF AUSTIN SITE DEVELOPMENT PROCESS

The site is located within the Full Purpose Jurisdiction of the City of Austin. All development is governed by City Ordinances, Design Manuals, and the International Building Codes.

Assuming the client will pursue development, the following steps are required prior to the commencement of construction.

- A Site Plan and Site Plan application will be submitted to the City of Austin
- The Site Plan will be reviewed by city staff.
- The Owner will submit Commercial Building plans with Building Application/Fees to the Building Permits Division since the site is platted (approx. 2-3 month approval timeline)
- Building Plan and Site Plan reviews can run concurrently.
- The Building Plans will be reviewed by city staff.
- Once the Site Plan application has been approved, a Building Permit can be issued. The Building Permit can run concurrently with the Site Plan construction.
- Building inspections will be required during construction.
- Once the building inspections are complete, the City will issue a Certificate of Occupancy (CO). The CO letter will not be issued until substantial completion has been completed for the engineering site plan and a letter of concurrence has been issued.

The Site Plan Application will be the critical path in the development application process. It is expected to take between 6-8 months after the application has been submitted to the City to receive a Site Development Permit.

BUILDING PERMIT

Plan review and building permit fees are based on the City of Austin Fee Schedule. The building permit is expected to be submitted concurrently along with the site plan. The Building Permit is a separate application that will be handled by the Project Architect and is described above. Building permit fees are waived as part of the SMART Housing program.

COST ITEMIZATION OF ALL ANTICIPATED FEES (ANTICIPATED IMPACT, SITE DEVELOPMENT PERMIT, BUILDING PERMIT, AND OTHER REQUIRED FEES)

[City of Austin Development Fee Schedule](#)

Site Development Fees:

- Fee-In-Lieu and Park Development Fee (\$1,045.64 per Unit x 0 Market Rate Units) = \$0 (SMART Housing Waiver)
- Department Development Services Fee – \$0 (SMART Housing Waiver)
- Basic Notification Fee – \$0 (SMART Housing Waiver)
- Completeness Check Fee – \$0 (SMART Housing Waiver)
- 4% Surcharge Fee – \$0 (SMART Housing Waiver)
- UDS Engineering Fee – \$0 (SMART Housing Waiver)
- Parks & Recreation Department Fee – \$0 (SMART Housing Waiver)
- Austin Transportation Department Fee – \$0 (SMART Housing Waiver)

Water & Wastewater Impact Fees:

- Water Impact Fees for 2" PD Meter – 6,085.82
- Wastewater Impact Fees - \$3,200

Tree Review & Inspection Fees:

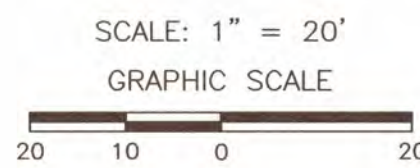
- Development Services Department Fee – \$0 (SMART Housing Waiver)
- 4% Surcharge Fee – \$0 (SMART Housing Waiver)

Total Anticipated Fees = \$9,285.82

A LAND TITLE SURVEY OF 1.130 ACRES (APPROXIMATELY 49,225 SQ. FT.), CONSISTING OF:

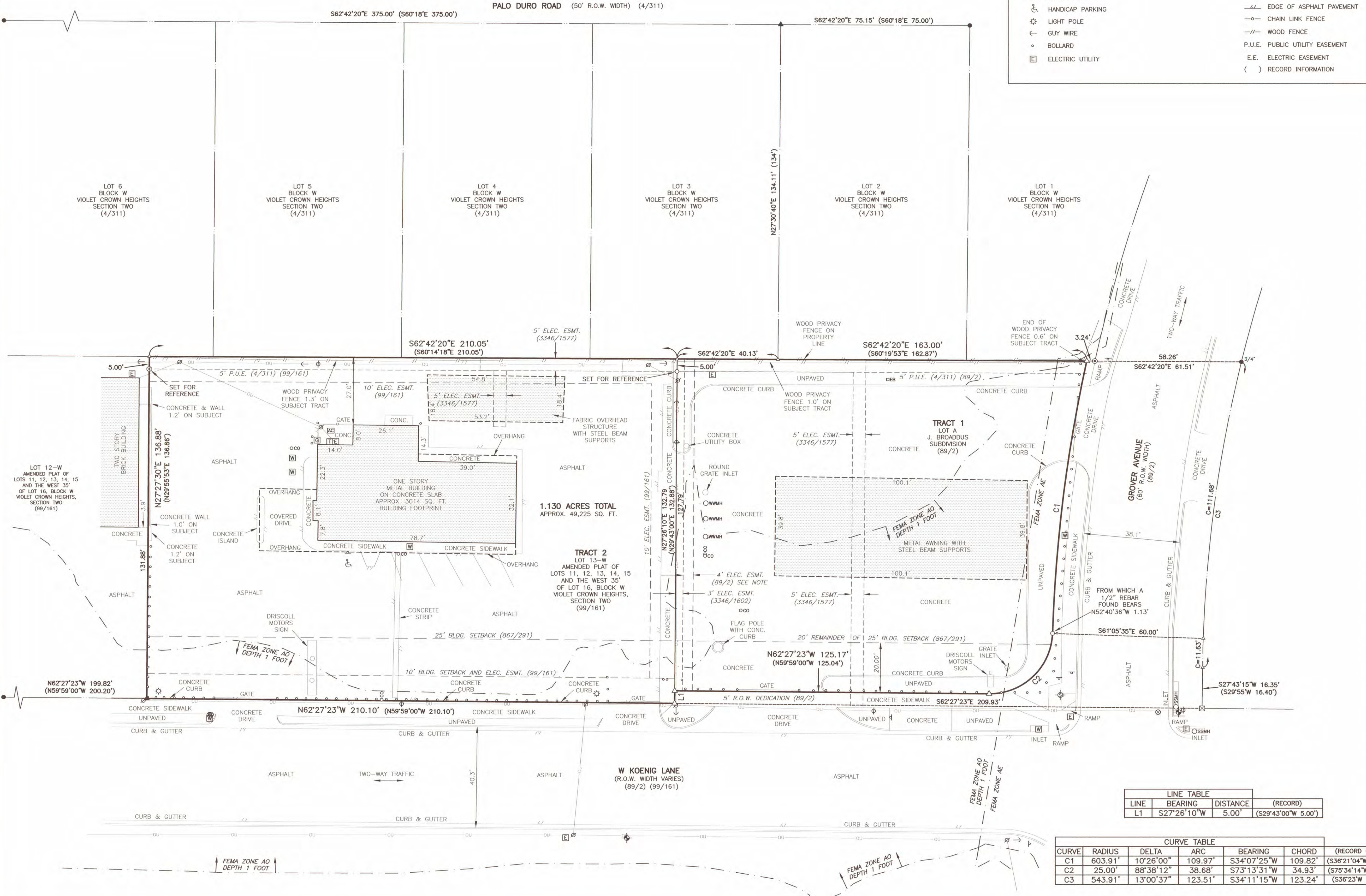
TRACT 1: LOT A, OF J. BROADDUS SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 89, PAGE 2 OF THE MAP/PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2: LOT 13-W, AMENDED PLAT OF LOTS 11, 12, 13, 14, 15 AND THE WEST 35 FEET OF LOT 16, IN BLOCK W, OF VIOLET CROWN HEIGHTS, SECTION TWO, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 99, PAGE 161 OF THE MAP/PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



LEGEND

● 1/2" REBAR FOUND (OR AS NOTED)	⊙ ELECTRIC MANHOLE
○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET	⊕ ELECTRIC PULL BOX
⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)	⊕ TRAFFIC SIGNAL POLE
▲ MAG NAIL FOUND	⊕ SIGNAL BOX
△ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET	⊕ TELEPHONE UTILITY
⊙ COTTON SPINDLE WITH "EARLY BOUNDARY" WASHER SET	⊕ GAS UTILITY
⊕ "X" IN CONCRETE FOUND	⊕ AC PAD
△ CALCULATED POINT	⊕ CLEANOUT
⊕ WATER METER	⊕ SSMH STORMSEWER MANHOLE
⊕ WATER VALVE	⊕ WASTEWATER MANHOLE
⊕ FIRE HYDRANT	⊕ SIGN
⊕ UTILITY POLE	— OVERHEAD UTILITIES
⊕ HANDICAP PARKING	— EDGE OF ASPHALT PAVEMENT
⊕ LIGHT POLE	— CHAIN LINK FENCE
⊕ GUY WIRE	— WOOD FENCE
⊕ BOLLARD	P.U.E. PUBLIC UTILITY EASEMENT
⊕ ELECTRIC UTILITY	E.E. ELECTRIC EASEMENT
	() RECORD INFORMATION



TITLE COMMITMENT NOTE:
 COMMITMENT FOR TITLE INSURANCE PREPARED BY:
 Stewart Title Guaranty Company
 G.F. No.: 1036785 Effective Date: 12/2/20 Issued: 12/10/20

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

1) Restrictive Covenants:
 Those recorded in/under Volume 89, Page 2 (Tract 1) and Volume 99, Page 161 (Tract 2) of the Plat Records of Travis County, Texas; Volume 867, Page 291, Volume 894, Page 609, Volume 896, Page 178, Volume 909, Page 188, and Volume 1034, Page 201 of the Deed Records of Travis County, Texas. — Subject to

10b) Provisions regarding building lines set out in instrument recorded in Volume 867, Page 291, of the Deed Records of Travis County, Texas. — Subject to, shown

10c) Public Utility Easement, 5 feet in width, along the rear property line, as recorded in/under Volume 89, Page 2 and as endorsed on the Plat recorded in Volume 4, Page 311 Map/Plat Records, Travis County, Texas. (Tract 1) — Subject to, shown

10d) Public Utility Easement, 5 feet in width, along the rear property line, as recorded in/under Volume 99, Page 161 and as endorsed on the Plat recorded in Volume 4, Page 311 Map/Plat Records, Travis County, Texas. (Tract 2) — Subject to, shown

10e) Building setback line, 10 feet in width, along the front property line, as recorded in/under Volume 99, Page 161 of the Plat Records of Travis County, Texas. (Tract 2) — Subject to, shown

10f) Electric Easement, 10 feet in width, along the northerly and easterly property line, as recorded in/under Volume 99, Page 161, Map/Plat Records, Travis County, Texas. (Tract 2) — Subject to, shown

10g) Easement, Right of Way and/or Agreement granted to City of Austin, by instrument dated May 22, 1967, recorded in/under Volume 3346, Page 1577 of the Deed Records, Travis County, Texas. (Tract 2) — Subject to, shown

10h) Easement, Right of Way and/or Agreement granted to City of Austin, by instrument dated June 28, 1967, recorded in/under Volume 3346, Page 1602 of the Deed Records, Travis County, Texas. (Tract 2) — Subject to, shown

FLOOD-PLAIN NOTE:
 The tract shown hereon lies within Zones "X, AO, and AE" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48453C0455J, dated January 6, 2016, for Travis County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

BEARING BASIS:
 THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

SURVEYOR'S CERTIFICATE:
 CERTIFIED TO:
 • O-SDA Industries, LLC, its successors and/or assigns
 • Hardeman Family Joint Venture, Ltd
 • Stewart Title of Austin, LLC
 • Stewart Title Guaranty Company

PROPERTY ADDRESS: 1200 & 1206 West Koenig Lane, Austin, Texas 78756
 DATE OF SURVEY: February 9, 2021
 ATTACHMENTS: None

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief, there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

This survey was made substantially in accordance with the standards and conditions set forth for a Category 1A, Condition 2, TSPS Land Title Survey, based on the Manual of Practice for Land Surveying in Texas, 2019 Revised Thirteenth Edition, prepared by the Texas Society of Professional Surveyors.

Joe Ben Early, Jr.
 Registered Professional Land Surveyor
 State of Texas No. 6016
 jbe@earlysurveying.com

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD)
L1	S27°26'10"W	5.00'	(S29°43'00"W 5.00')

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	603.91'	10°26'00"	109.97'	S34°07'25"W	109.82'	(S36°21'04"W 110.03')
C2	25.00'	88°38'12"	38.68'	S73°13'31"W	34.93'	(S75°34'14"W 35.01')
C3	543.91'	13°00'37"	123.51'	S34°11'15"W	123.24'	(S36°23'W 123.60')

PROJECT NO.: 1006-023
 DRAWING NO.: 1006-023-BASE
 PLOT DATE: 2/12/21
 PLOT SCALE: 1" = 20'
 DRAWN BY: JBE/TFM/MAW
 SHEET 01 OF 01

EARLY LAND SURVEYING
 A LIMITED LIABILITY COMPANY

P.O. BOX 92588
 AUSTIN, TX 78709
 512-202-8631
 TBPES FIRM NO. 10194487

Joe Ben Early, Jr.
 R.P.L.S. No. 6016

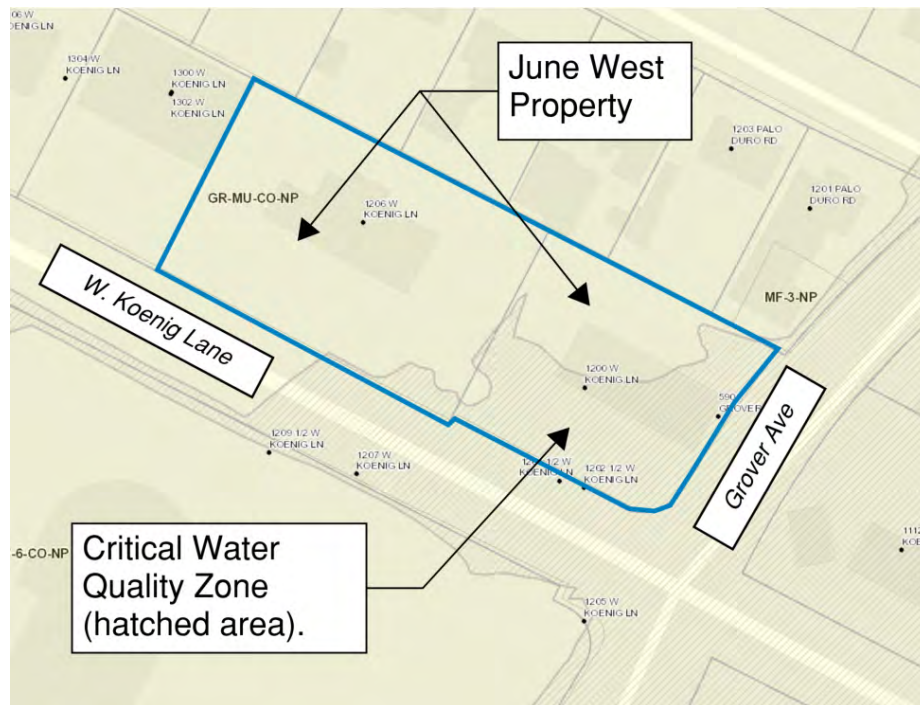
May 3, 2021

Ms. Alena Morgan
Administrator – 9% Tax Credits
TDHCA
221 East 11th Street
Austin, Texas 78701

RE: June West, Austin, Texas
Critical Water Quality Zone Applicability

Dear Ms. Morgan,

We have reviewed the information relating to the June West proposal for development on property located at 1200 and 1206 W. Koenig Lane in Austin, Texas. We find that the proposed design does not account for the Critical Water Quality Zone as identified in the City of Austin GIS Property Profile which encumbers approximately 25% of the site and approximately 60% of the frontage along W. Koenig Lane and 100% of Grover Avenue. Image here from City GIS –



A Critical Water Quality Zone (CWQZ) is an environmental setback relating to flood plain areas and creek waterways. Buildings and parking are not allowed in a CWQZ as reflected in the attached City of Austin Land development Code Section 25-8-261 which outlines what can and cannot be developed in a CWQZ. The City of Austin administratively allows for "buffer averaging" of a CWQZ provided that the movement of the CWQZ line is not less in area than what existed on the site prior to the movement of the line. In other words, the area of CWQZ impact on a site must be equal after the movement. This is used to square up a developable area of a site to accommodate a design so that buildings and parking can be better placed.

Alternatively, a developer can seek a variance to the CWQZ regulations to either reduce the amount of impact or allow for development not authorized in Section 25-8-261. However, these types of variances are not any guarantee for development, are scrutinized to ensure a higher level of environmental protection than existing conditions, and are very, very rarely supported by City staff. The process for the variances is to file an application for site development permit with the City of Austin, go through the entire review with all the various disciplines which takes about 8-10 months, then the variances are put on the Environmental Commission and Planning Commission for discretionary consideration through a public hearing process. Developers seeking these types of variances are exceedingly rare and the rate of a successful outcome is exceptionally low.

It is this Planner's opinion that the assumption in the proposed development plan for June West, that the Critical Water Quality Zone should be strictly adhered to and that any granting of a variance to the CWQZ regulations should never be relied upon with a very conceptual plan this early in the process.

Should you have any questions, please contact me at my office.

Sincerely,

A handwritten signature in cursive script that reads "A. Ron Thrower". The signature is written in dark ink on a light-colored background.

A. Ron Thrower

§ 25-8-261 - CRITICAL WATER QUALITY ZONE DEVELOPMENT.

In all watersheds, development is prohibited in a critical water quality zone except as provided in this Division. Development allowed in the critical water quality zone under this Division shall be revegetated and restored within the limits of construction as prescribed by the Environmental Criteria Manual.

- (A) A fence that does not obstruct flood flows is permitted in a critical water quality zone.
- (B) Open space is permitted in a critical water quality zone if a program of fertilizer, pesticide, and herbicide use is approved by the Watershed Protection Department, subject to the conditions in this Subsection.
 - (1) In a water supply rural watershed, water supply suburban, or the Barton Springs Zone, open space is limited to sustainable urban agriculture or a community garden if the requirements in subsection (B)(4) are met, multi-use trails, picnic facilities, and outdoor facilities, excluding stables, corrals for animals and athletic fields.
 - (2) A master planned park that is approved by the council may include recreational development other than that described in Subsection (B)(1).
 - (3) A hard surfaced trail may cross the critical water quality zone pursuant to Section 25-8-262 (*Critical Water Quality Zone Street Crossings*). A hard surfaced trail that does not cross the critical water quality zone may be located within the critical water quality zone only if:
 - (a) designed in accordance with the Environmental Criteria Manual;
 - (b) located outside the erosion hazard zone unless protective works are provided as prescribed in the Drainage Criteria Manual;
 - (c) limited to 12 feet in width unless a wider trail is designated in the Urban Trails Master Plan adopted by Council;
 - (d) located not less than 25 feet from the centerline of a waterway if within an urban watershed;
 - (e) located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if within a watershed other than an urban watershed;
 - (f) located not less than 50 feet from the shoreline of Lake Travis, Lake Austin, Lady Bird Lake, and Lake Walter E. Long, as defined in Section 25-8-92; and
 - (g) located not less than 100 feet from the ordinary high water mark of the Colorado River downstream from Longhorn Dam.
 - (4) Open space may include sustainable urban agriculture or a community garden only if:
 - (a) in an urban watershed and located not less than 25 feet from the centerline of a waterway, or in a watershed other than an urban watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;
 - (b) located not less than 50 feet from the shoreline of Lake Travis, Lake Austin, Lady Bird Lake, and Lake Walter E. Long, as defined in Section 25-8-92;

- (c) located not less than 100 feet from the ordinary high water mark of the Colorado River downstream from Longhorn Dam;
 - (d) designed in accordance with the Environmental Criteria Manual; and
 - (e) limited to garden plots and paths, with no storage facilities or other structures over 500 square feet.
- (5) In a suburban or urban watershed, open space may include an athletic field only if:
- (a) in an urban watershed and located not less than 25 feet from the centerline of a waterway, or in a suburban watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;
 - (b) located not less than 50 feet from the shoreline of Lady Bird Lake and Lake Walter E. Long, as defined in Section 25-8-92;
 - (c) located not less than 100 feet from the ordinary high water mark of the Colorado River downstream from Longhorn Dam; and
 - (d) the owner of the athletic field submits to the Watershed Protection Department a maintenance plan to keep the athletic field well vegetated and minimize compaction, as prescribed in the Environmental Criteria Manual.
- (C) The requirements of this subsection apply along Lake Travis, Lake Austin, or Lady Bird Lake.
- (1) A dock, public boat ramp, bulkhead or marina, and necessary access and appurtenances, are permitted in a critical water quality zone subject to compliance with Chapter 25-2, Subchapter C, Article 12 (*Docks, Bulkheads, and Shoreline Access*). For a single-family residential use, necessary access may not exceed the minimum area of land disturbance required to construct a single means of access from the shoreline to a dock.
 - (2) Disturbed areas must be restored in accordance with the Environmental Criteria Manual and the following requirements:
 - (a) Within a lakefront critical water quality zone, or an equivalent area within 25 feet of a shoreline, restoration must include:
 - (i) at least one native shade tree and one native understory tree, per 500 square feet of disturbed area; and
 - (ii) one native shrub per 150 square feet of disturbed area; and
 - (b) Remaining disturbed areas must be restored per standard specifications for native restoration.
 - (3) Within the shoreline setback area defined by Section 25-2-551 (*Lake Austin (LA) District Regulations*) and within the overlay established by Section 25-2-180 (*Lake Austin (LA) Overlay District*), no more than 30 percent of the total number of shade trees of 8 inches or greater, as designated in the Environmental Criteria Manual, may be removed.
 - (4) Before a building permit may be issued or a site plan released, approval by the Watershed Protection Department is required for chemicals used to treat building materials that will be submerged in water.

21080

Kodu Crossing



May 3, 2021

Via Email and ServU FTP client

Ms. Alena Morgan, Administrator of 9% Program (Alena.Morgan@tdhca.state.tx.us)

Ms. Marni Holloway, Director of MF Finance (Marni.Holloway@tdhca.state.tx.us)

Texas Department of Housing and Community Affairs

221 East 11th Street, Austin, TX 78701

Re: §11.10 Third Party Request for Administrative Deficiency for application # 21177
(CarverRidge Apartments)

Dear Ms. Morgan and Ms. Holloway :

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the "QAP"), please let this letter serve as our Third-Party Request for Administrative Deficiency ("RFAD") with regards to Application # 21177, Carver Ridge Apartments ("The Application"). A copy of this request is being delivered via email simultaneously to representatives of The Application.

We have identified two (2) areas of deficient information and documentation in The Application which we would like staff to consider:

Issue #1: §11.203 Public Notifications (§2306.6705(9))

Page 195 of The Application stated that all Elected officials were identified in the Pre-Application and there have been no changes.

The pre-application has both County Commissioner Precinct 3, Ms. Valerie Covey's name misspelled "Covery" (incorrect) vs. "Covey" (correct).

The pre-application also has State Representative James Talarico's name misspelled "Talerico" (incorrect) vs. "Talarico" correct.

If Public Notifications were submitted via email, it is questionable as to whether the intended recipients received the required Public Notification since the email address many times contains the name as part of the email address. For example, James.Talarico@house.texas.gov. If the name was similarly misspelled in the email address and the notification was not received, then the Applicant has not met the general requirements of the application process.

We are requesting evidence that both Commissioner Covey and State Representative Talarico received the required Public Notification.

If evidence of the required Public Notification per §11.203 of the QAP cannot be provided, then the Application would be ineligible to receive an allocation of tax credits since it has not met the requirements of the application process.

Issue #2: Omission of Evidence for §11.9(c)(4) of the QAP related to Opportunity Index points

In order to qualify for seven points under §11.9(c)(4) of the QAP associated with high opportunity areas (“Opportunity Index Points”), a proposed development needs to first satisfy requirements under §11.9(c)(4)(A)(i) or §11.9(c)(4)(A)(ii) of the QAP to be able to claim additional points under §11.9(c)(4)(B) of the QAP.

§11.9(c)(4)(A)(i) states the following: *“The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and a median household income rate in the two highest quartiles within the uniform service region.”*

The Carver Ridge Apartments application is located at the SEQ of FM 1660 and CR 137 in Hutto, TX 78634 (the “Proposed Development Site”). The Proposed Development Site falls entirely within census tract #48491020809, which has a median poverty rate by region of 8.9% and a poverty rate by census tract of 6.10%, and is in a third quartile. Since the poverty rate of the census tract is below the 20% poverty rate threshold, the Application passes the poverty rate test, but because it is in a third quartile, the Application is ineligible to claim the two (2) points under this section of the QAP.

§11.9(c)(4)(A)(ii) states the following: *“The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, with a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. For purposes of this scoring item, a highway is a limited-access road with a speed limit of 50 miles per hour or more;”(1 point)*

An excerpt from Tab 9, page 26 of The Application is as follows:

Site Information Form Part II	
	Self Score Total: 131
<input type="checkbox"/>	Part 1 entries are related to Concerted Revitalization Plan, and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.
1.	Opportunity Index (Competitive HTC and Direct Loan Applications Only) (10 TAC §11.9(c)(4); 10 TAC §13.6(1))
<input checked="" type="checkbox"/>	Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
AND	
<input type="checkbox"/>	The census tract has a median household income rate in the two highest quartiles within the region (2 points).
OR	
<input checked="" type="checkbox"/>	The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).
Contiguous Census Tract #	48491020807
Contiguous Tract Quartile	2nd

In reviewing the application, it is impossible to determine with the information provided whether this site is eligible to claim points for §11.9(c)(4)(A)(ii), since there is no evidence to support such claim. The Application (Tab 9, Site Information Form Part II, starting on page 26) fails on the following:

- Does not identify which tract is the adjacent contiguous tract in question since no other census tracts are labeled;
- Does not show the boundaries of any other census tracts;
- Does not include a scale showing distance;
- Does not identify the distance to the adjacent contiguous tract being claimed for points;
- Does not clearly indicate that there is no physical barrier between tracts, along with supportive documentation
- No evidence provided that the contiguous tract is actually in the 2nd income quartile (this is not an auto-populated field in the 9% LIHTC application)

Furthermore, since the Carver Ridge Application is not eligible to claim points under §11.9(c)(4)(A)(i) nor §11.9(c)(4)(A)(ii) of the QAP, it is also not eligible to claim additional points under §11.9(c)(4)(B) of the QAP.

The Application should be disqualified for the 7 points associated under the Opportunity Index scoring of QAP §11.9(c)(4) because they failed to provide the adequate evidence necessary to prove their compliance with the threshold requirement.

Additionally, since the Opportunity Index Points fall under the self-score, we believe the Carver Ridge Application should no longer be eligible for six points associated with pre-application participation because Carver Ridge Application now fails a requirement under §11.9(e)(3)(E) of

the QAP which states the following: "The Application final score (inclusive of only scoring items reflected on the self score form) does not vary by more than four (4) points from what was reflected in the preapplication self score."

Accordingly, we request staff deny Carver Ridge Application as being eligible to claim points under §11.9(c)(4) and §11.9(e)(3) for the reasons stated above, which would result in a loss of 13 points from Carver Ridge Application final score.

Sincerely,

Ina K. Spokas

Ina K. Spokas
Member of GP

Via email as provided in application # 21177:

Cc: Justin Zimmerman jmzlandco@wilhoitproperties.com
Melissa Forster mforster@wilhoitproperties.com

Applicant Information Page

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

1. Applicant Contact Information

Name:	<u>Justin Zimmerman</u>	Phone:	<u>(417) 890-3239</u>	
			Office	Extension
Email:	<u>jmzlandco@wilhoitproperties.com</u>		<u>(417) 861-6757</u>	
			Mobile	
Mailing Address:	<u>1329 East Lark Street</u>			
	Street			
	<u>Springfield</u>	<u>MO</u>	<u>65804</u>	
	City	State	Zip	

2. Second Contact

Name:	<u>Melissa Forster</u>	Phone:	<u>(417) 885-3500</u>	
			Office	Extension
Email:	<u>mforster@wilhoitproperties.com</u>		<u>(605) 430-5603</u>	
			Mobile	

KCG Companies

9333 North Meridian Street Suite 230 | Indianapolis, IN | 46260 | (317) 708-6519
www.kcgcompanies.com

21080

Kodu Crossing

Carver Ridge Apartments, LP

1329 East Lark Street
Springfield, MO 65804

May 3, 2021

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Request for Administrative Deficiency #21080 – Kodu Crossing

Dear Ms. Holloway:

Pursuant to 10 TAC §11.10, Carver Ridge Apartments, LP respectfully requests staff to review the utility allowance documentation provided by the applicant for application #21080 – Kodu Crossing – in terms of whether the utility allowance documentation provided complies with 10 TAC §10.614(c)(3)(A). It is not clear in the application that the Georgetown Housing Authority (GHA) serves Jarrell, the city in which Kodu Crossing is located. Additionally, even if the GHA did serve Jarrell by allowing its voucher-holders to use their vouchers in Jarrell, it is not clear that GHA publishes a Utility Allowance Schedule specific to the area, which is required to use GHA's Utility Allowance Schedule. 10 TAC §10.614(c)(3)(A)(vi) states: "(vi) If the Development is located in an area that does not have a municipal, county, or regional housing authority that publishes a Utility Allowance schedule for the Housing Choice Voucher Program, Owners must select an alternative methodology."

Moreover, we respectfully request staff to request re-notification documentation from the applicant, which appears to be required in accordance with 10 TAC §11.203 since residential density increased by greater than 5% from pre-application to Application. At pre-application, it appears that 80 units were proposed on 9.75 acres, resulting in a residential density of 8.205 units per acre. At Application, 80 units were proposed on 9.074 acres, resulting in a residential density of 8.816 units per acre. That increase in units per acre equals a roughly 7.4% increase in residential density.

We appreciate staff reviewing these matters, and request that application #21080 – Kodu Crossing – be terminated for failing to meet threshold requirements if the applicant is unable to produce satisfactory documentation for either or both matters. If you have any questions or would like further information, please do not hesitate to contact me at asinnott@wilhoitproperties.com or by phone at 631-241-3306.

Sincerely,

Andrew Sinnott

Andrew Sinnott
Representative of Carver Ridge Apartments, LP

21104

Heritage at Abilene

Abilene Pioneer Crossing, LLC

Abilene, Texas

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Alena Morgan, 9% HTC Administrator – alena.morgan@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #21104 – Heritage at Abilene, Abilene, Texas;

Dear Ms. Holloway and Ms. Morgan,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our third-party Request for Administrative Deficiency (“RFAD”) with regards to Application # 21104 (the “Heritage at Abilene Application”). A copy of this RFAD is being delivered concurrently to representatives of the Heritage at Abilene Application.

In order to qualify for seven points under §11.9(d)(7) of the QAP associated with Concerted Revitalization Plan (CRP), a proposed development needs to satisfy various requirements under §11.9(d)(7)(A)(i - iv), which states:

“An Application may qualify to receive points if the Development Site is located in a distinct area that was once vital and has lapsed into a condition requiring concerted revitalization, and where a concerted revitalization plan (plan or CRP) has been developed and executed.”

§11.9(d)(7)(A)(ii) further elaborates this point category requirement, stating: *“A plan may consist of **one or two**, but complementary, **local planning documents** that together create a cohesive agenda for the plan's specific area. The plan and supporting documentation must be submitted using the CRP Application Packet. **No more than two local plans may be submitted for each proposed Development....** The concerted revitalization plan may be a Tax Increment Reinvestment Zone (TIRZ) or Tax Increment Finance (TIF) or similar plan. **A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.**”*

First, it is clearly stated in §11.9(d)(7)(A)(ii) of the QAP that **no more than two local plans** may be submitted for each proposed development. There are several local plans that *could* potentially satisfy the QAP CRP requirements available within the City of Abilene. However, **the Heritage at Abilene Application does not fall within the boundaries of any of these additional local plans**, but it refers to (some of) these plans throughout the CRP packet in an effort to substantiate its position and support the claim that the development falls within an eligible CRP (see Exhibit A). Since the development does not fall within any of these additional local plans, and is limited to only using a maximum of two local plans, the only (potential or possible) plans that can be included in the Heritage at Abilene Application CRP packet are the Abilene Neighborhood Empowerment Zone No. 1 (“NEZ”) <https://abilenetx.gov/DocumentCenter/View/5059/Neighborhood-Empowerment-Zone-Ordinance-PDF> and the Comprehensive Plan from 2004 (<https://www.abilenetx.gov/DocumentCenter/View/3477/Comprehensive-Plan-PDF>).

Therefore, we respectfully request that in analyzing the CRP packet, references to any local plans other than the NEZ or the Comprehensive Plan from 2004 should be excluded and deemed ineligible as additional information in the Heritage at Abilene Application.

Abilene Pioneer Crossing, LLC

Abilene, Texas

Secondly, §11.9(d)(7)(A)(iii) of the QAP states the following: *“The area targeted for revitalization must be larger than the assisted housing footprint and **should be a neighborhood or small group of contiguous neighborhoods with common attributes and problems.**”*

As evidenced in the provided support, the information that was included in the CRP packet associated with the Comprehensive Plan from 2004 is not a **local plan**, but a city-wide plan, and therefore does not satisfy the requirements of an eligible CRP as a stand-alone plan.

Third, §11.9(d)(7)(A)(iii)(I) of the QAP which states: *“The concerted revitalization plan, or each of the **local planning documents** that compose the plan, must have been adopted by the municipality or county in which the Development Site is located. The resolution adopting the plan, or if development of the plan and budget were delegated, the resolution of delegation and other evidence in the form of certifications by authorized persons **confirming the adoption of the plan and budget**, must be submitted with the application.”*

Since the Comprehensive Plan from 2004 isn't an eligible plan by itself, it has to be analyzed in conjunction with the NEZ. For the NEZ, once you remove references to the ineligible local plans outside of the development's boundaries (see Exhibit A), the remaining information submitted in the CRP packet for the Heritage at Abilene Application fails to provide any support for the adoption of a specific local plan with a quantifiable budget for achieving the plan's goals.

Furthermore, §11.9(d)(7)(A)(iii)(II) of the QAP states: *“The problems in the revitalization area must be identified through a process in which **affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized.**”*

The problems cited to meet the §11.9(d)(7)(A)(iii)(II) QAP requirement reference other local planning documents outside the development's footprint and should be deemed ineligible from the CRP packet. The Heritage at Abilene Application CRP packet should be limited to the NEZ document alone in satisfying §11.9(d)(7)(A)(iii)(II) requirements. As can be seen in Exhibit A, **Resolution # 78-2018 (which adopted the NEZ) does not demonstrate the local resident involvement and prioritization requirements, or any real formal plan with objective milestones and performance accountability.** Exhibit B includes the entire agenda packet for the May 10, 2018 city council meeting in which the NEZ was adopted; the proposed NEZ boundaries were created using a “heat map analysis of the total value per total square foot of improvements per parcel.” The creation of the NEZ boundaries was entirely driven by **cost/benefit** analysis, and **does not** have the level of local input required by §11.9(d)(7)(A)(iii)(II). **The NEZ is an incentive** program within a designated area determined using a cost/benefit “heat map analysis”, **and not a (concerted revitalization) plan** specifically designed to address the problems affecting local residents of neighborhood(s) with common attributes and problems.

Finally, §11.9(d)(7)(A)(iii)(III) of the QAP states: *“The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.”*

The Heritage at Abilene Application states the NEZ has committed funding of \$15M to-date, however if you review the letter provided by the City of Abilene, this \$15M figure is representative of the funding that has been provided by the Downtown Abilene Tax Increment Finance District, which is no longer a viable plan (sunset in 2009). See excerpt below taken from the CRP packet (page 85) within the Heritage at Abilene Application. The same letter references additional funding that has occurred within the NEZ from a TIRZ that covers a large portion of the NEZ. This would be applicable information if the Heritage at Abilene Application falls within the TIRZ boundaries, but it does not.

Abilene Pioneer Crossing, LLC

Abilene, Texas

Funding Within the NEZ

A Downtown Abilene Tax Increment Finance District (TIF) (Sunset in 2009) and the Infill Development Program that instituted in 2009 (and replaced with a new Infill Development Program in 2018) funded several projects in this area. This resulted in reduced fees for development and other permits, as well as improvements to the area to encourage infill development. These improvements were in the form of infrastructure updates including sewer, water, streets, sidewalks, as well as code enforcement to discourage blight, and other capital expenditures as needed.

The TIF district generated nearly \$15M in revenue that was directed back into this area. In 2015 a significant amount of a Bond funds were dedicated to this area for major street, and other infrastructure improvements to be undertaken through 2020. Additionally, an existing TIRZ that covers a large portion of the NEZ will continue to fund projects.

As evidenced above, the support provided in the CRP packet for the Heritage at Abilene Application does not substantiate requirements under §11.9(d)(7)(A)(iii)(III) of the QAP. There is no relevant support included in the CRP packet that establishes “a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable.”

Based on the information provided, the Heritage at Abilene Application fails to demonstrate any local plan that has a history of successfully committed funding “flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed”.

Due to the lack of supporting evidence required under §11.9(d)(7)(A)(iii)(I) – (III) of the QAP, we respectfully request staff deny the Heritage at Abilene Application 7 points under §11.9(d)(7).

If you have any questions or would like to discuss these items further, please do not hesitate to contact Michael Beard directly at (512) 993-7665 or via email at michael@betcohousinglab.com any time.

Sincerely,

Lora Myrick

Lora Myrick
Representative of Abilene Pioneer Crossing, LLC

CC: Noor Jooma, Michael Beard, Roger Canales, Matt Gillam, Alyssa Carpenter

EXHIBIT A



DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

BOARD MEMBERS

Leslie Bingham, *Vice Chair*
Paul A. Braden, Member
Sharon Thomason, Member
Leo Vasquez, Member

June 24, 2020

Writer's direct dial: (512) 475-3296
Email: bobby.wilkinson@tdhca.state.tx.us

Brett Johnson
Overland Property Group
5345 W. 151st Terrace
Leawood, KS 66224

RE: SCORING APPEAL RESPONSE FOR 20184 HERITAGE AT ABILENE, ABILENE

Dear Mr. Johnson:

The Texas Department of Housing and Community Affairs received your appeal dated June 10, 2020, regarding scoring for the Application named above. Staff had received a Third Party Request for Administrative Deficiency (RFAD) questioning whether the Application qualifies for points under 10 TAC §11.9(d)(7) related to Concerted Revitalization Plan (CRP). 10 TAC §11.9(d)(7) details the requirements for a CRP to be eligible, and staff found that the documentation provided did not meet the rule requirements for a CRP. The previously published application score was reduced by seven points for the scoring item, pending the Applicant's ability to appeal.

As staff made clear in its June 4, 2020 email response to your questions about staff's scoring of the Application, the Comprehensive Plan submitted is generalized for the City of Abilene. Per the rule at 10 TAC §11.9(d)(7)(A)(ii):

(ii) A plan may consist of one or two, but complementary, local planning documents that together create a cohesive agenda for the plan's specific area. The plan and supporting documentation must be submitted using the CRP Application Packet. No more than two local plans may be submitted for each proposed Development. A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements under this clause, unless evidence is presented that additional efforts have been undertaken to meet the requirements in clause (iii) of this subparagraph. The



concerted revitalization plan may be a Tax Increment Reinvestment Zone (TIRZ) or Tax Increment Finance (TIF) or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.

The problems identified by staff stem from the fact that the Application did not contain evidence that meets the requirements of this subparagraph. While the Comprehensive Plan describes Abilene neighborhoods *in general*, it includes no documentation of a study or recommendations for “Original Town South” (the location of the development site in the Application) or any other area included in Neighborhood Empowerment Zone #1 – which appears to be a multi-neighborhood area four miles long and a mile wide centered on downtown Abilene.

The appeal states that the “[t]he planning process used by the City of Abilene is one that is similar to many cities across the state. A Comprehensive Plan is produced to give an overview of issues faced by the city, often times with specific geographic areas called out for their needs, which result in future goals and objectives for those areas. Then based on those initial assessments, specific localized plans or policies are introduced to implement the strategies/goals/objectives. These localized plans/policies, in concert with the Comprehensive Plan, constitute revitalization plans.” I agree with this statement, however, I believe that the City of Abilene has not completed the process. The rule requires documentation of a planning process that resulted in a plan document associated with the specific area, in this case Neighborhood Empowerment Zone #1. No such document showing such planning was provided in the Application. What has been provided is a resolution creating the zone, and excerpts from the statutory requirements for creating the zone. **The resolution creating the zone, itself, is captioned as a resolution of the city council of the City of Abilene that repeals a 2009 “infill development program” and creates “a new infill development incentive program.” Though the resolution arguably creates a framework for the City of Abilene to offer building incentives in this large swath of the city, it certainly cannot be said to be a “local planning documents that together [with the consolidated plan] create[s] a cohesive agenda for the plan's specific area,” as required by the rule.**

The appeal further states that “because this scoring item has three point components, we also request that the three components be reviewed individually and that the Applicant receive 3 of the total 7 points for the City Revitalization Resolution (2 points) and Opportunity Index items (1 point).” I find that the rule, as written, describes the nature and composition of the CRP as a predicate, and then discusses the mechanics of how many points can be awarded given certain documentary submissions. In other words, an applicant cannot score CRP points if they have not submitted a CRP in accordance with the rules. Having found that the Application does not sufficiently illustrate a CRP in accordance with the rules, I sustain Staff’s determination to reduce the score by seven points.

You indicated in your appeal that you wish to appeal to the Board of Directors. Your appeal will be placed on the agenda for the July 14, 2020, meeting of the Department’s Governing Board. Please review 10 TAC §11.902 for the appeal process and limitations. If you have any questions or require further information, please contact Sharon Gamble at sharon.gamble@tdhca.state.tx.us.

Sincerely,

A handwritten signature in blue ink that reads "R D Wil II". The signature is fluid and cursive, with the letters "R", "D", and "W" being the most prominent. The "II" is written as a simple horizontal line with a small vertical stroke at the end.

Bobby Wilkinson
Executive Director

RESOLUTION NO. 21-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE ABILENE NEIGHBORHOOD EMPOWERMENT ZONE NO.1 (NEZ) REPORT

WHEREAS, on May 10, 2018 the Abilene City Council adopted Resolution 78-2018 creating the Abilene Neighborhood Empowerment Zone No. 1 (NEZ) pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, the NEZ offers certain economic development incentives to promote and encourage new private business development and the redevelopment and development of new construction of affordable and market rate housing options within the NEZ; and

WHEREAS, the City of Abilene has historically been supportive of housing tax credit applications from private developers to the Texas Department of Housing and Community Development (TDHCA) for new multi-family housing developments; and

WHEREAS, the City of Abilene has identified a need to adopt a supplemental report to augment Resolution 78-2018 in order to enhance the competitiveness of future housing tax credit applications submitted to TDHCA.

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

PART 1. That the City of Abilene approve the document presented as "Exhibit A."

PART 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 11th day of February 2021.

ATTEST:


Shawna Atkinson, City Secretary


Anthony Williams, Mayor

APPROVED:


Stanley E. Smith, City Attorney



Abilene Neighborhood Empowerment Zone No. 1 (NEZ)

The following document is intended to outline the history and characteristics of the revitalization area known as Abilene Neighborhood Empowerment Zone No. 1 (NEZ), identify specific revitalization strategies undertaken by the City of Abilene in the creation of the NEZ, outline the administrative procedures and incentives for the Infill Development Incentive Program to fund its objectives and strategies, and confirm that this area is considered an important revitalization area by the City.

The creation of the NEZ and the incentives that go along with it are good examples of local community revitalization planning. Issues identified within the NEZ boundaries were identified by the City through observation, research, and an open public process. Economic development incentives were subsequently created to address identified issues.

NEZ Background and Creation

In 2009, City Council directed staff to develop an “Infill Development Area” to focus on stabilizing older areas of the City that had experienced disinvestment. Resolution 1-2009 adopted by City Council on January 22, 2009 created and designated an “Infill Development Area” for the purpose of providing a development incentive, in the form of building and planning related fee reductions, to encourage development and redevelopment within designated infill areas. (Appendix A)

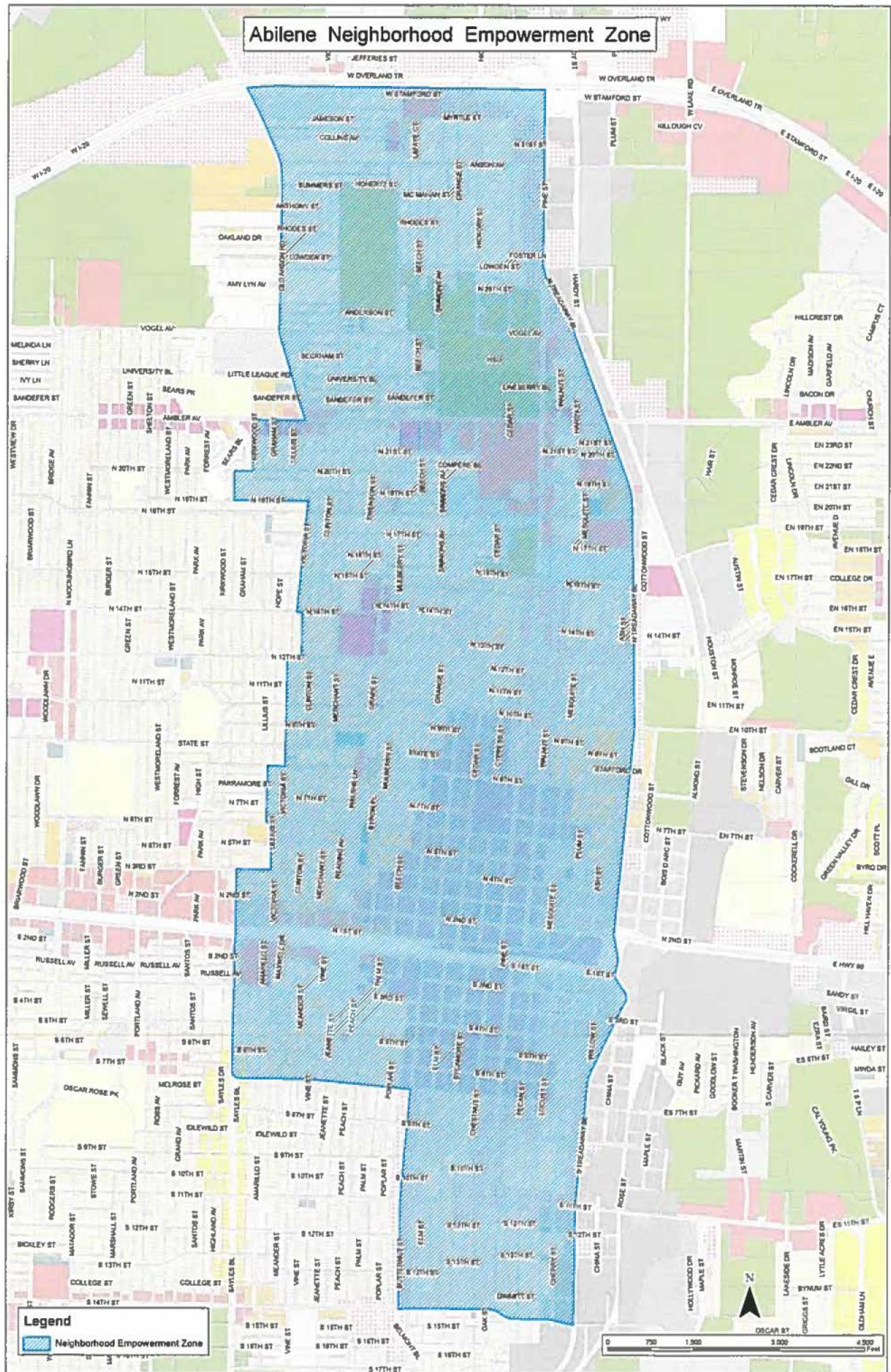
Early in 2018, City Council directed staff to create a new “Infill Development Incentive Program” to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the city. On May 10, 2018, City Council adopted Resolution 78-2018 which repealed Resolution 1-2009. A key component of Resolution 78-2018 was the creation of a “Neighborhood Empowerment Zone” (NEZ) to offer certain economic development incentives promoting and encouraging new private business development, and the remodeling and new construction of affordable market rate housing options for the City’s historic and economically distressed areas.

NEZ incentives include property tax abatements, refunds of municipal sales tax, city participation in the cost of providing water and/or sewer line extensions. (Appendix B) Created pursuant to Chapter 378 of the Texas Local Government Code, the purpose of a Neighborhood Empowerment Zone (NEZ) is to create or rehabilitate affordable housing; increase economic development; or increase the quality of social services, education, or public safety in the zone. (Appendix C)

Administrative Procedures and Incentives

Resolution 78-2018 established administrative procedures and specified incentives for eligible development and redevelopment projects proposed within the NEZ.

Abilene Neighborhood Empowerment Zone



Legend
 Neighborhood Empowerment Zone

0 750 1,500 3,000 4,500 700
 Feet

EXHIBIT A

The City authorized the City Manager or his or her designee to negotiate agreements offering the following economic development incentives, provided that any agreements using the incentives authorized and set forth must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten years for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone, and
2. The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code; and
3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and
4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone; and
5. The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

The following incentives may be authorized by the City Manager or his or her designee without further Council action:

1. Waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees; and
2. Authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost; and
3. Waive or reduce sewer and water tap fees; and
4. Waive or reduce zoning application fees.

The site does not fall within the TIF or TIRZ mentioned below. Also, how does this evidence demonstrate a budget, or an established timetable as required by the rule?

Development Projects within the NEZ Area

Numerous projects within the NEZ have been undertaken and completed using various funding mechanisms and incentive programs, including the Downtown Abilene **Tax Increment Finance District (TIF)** which generated nearly \$15 million in revenue, 2009 Infill Development Area (permit and fee reductions), 2015 bond projects, Abilene Neighborhood Empowerment Zone No. 1 (NEZ), and the **Tax Increment Reinvestment Zone No. 2**, which encompasses a portion of the NEZ area. The majority of incentives provided through the NEZ program have been reductions or waivers of development-related permit and application fees.

Public Outreach

Both the Comprehensive Plan and the establishment of the NEZ included public input opportunities for the public and specific affected neighborhoods to express their views.

EXHIBIT A

Comprehensive Plan Outreach

Over the course of eighteen months, the City engaged a diverse group of citizens from throughout the community in a collaborative planning process. Neighborhood representatives, interest groups, business and development interests, City staff, members of the Planning and Zoning Commission and City Council, and the general public were all involved at various levels in developing the Plan.

Throughout the process, a twenty-three member Steering Committee helped shape the Future Land Use and Development Plan and its supporting policies. The Steering Committee was composed of a broad spectrum of community interests including representatives from neighborhood, business, education, civic, and development organizations.

The Committee met in a series of six workshops between September 2001 and February 2003 to provide input, recommendations, and feedback as the plan evolved. The general public received project information and provided input into the planning process through a variety of means, including public workshops, surveys, newspaper articles and editorials, a project information booth at downtown art walk, billboards, and a project web site. The project web site at www.abilenecomplan.com was maintained and regularly updated with all major work products available on the site for review. It also offered a forum for citizens to discuss land use and planning issues on-line. With the breadth of citizen input, the Abilene community has created a living document that will serve as a guide for improvement and as a source of inspiration.

NEZ Outreach

With regard to the input for the NEZ, City staff developed the boundary of NEZ with public input as required by statute after notice was published in the newspaper and holding a public hearing. The public also had the opportunity to give input at the City Council meetings when the Infill Development Areas were created in 2009 and the NEZ and the associated infill program were created in 2018. The public was also given the opportunity to comment on this document.

NEZ Area Characteristics

Abilene has a diverse collection of neighborhoods. Those in the northern and central part of the city are older and these areas face distinctly different challenges than their counterparts in newer areas of the City.

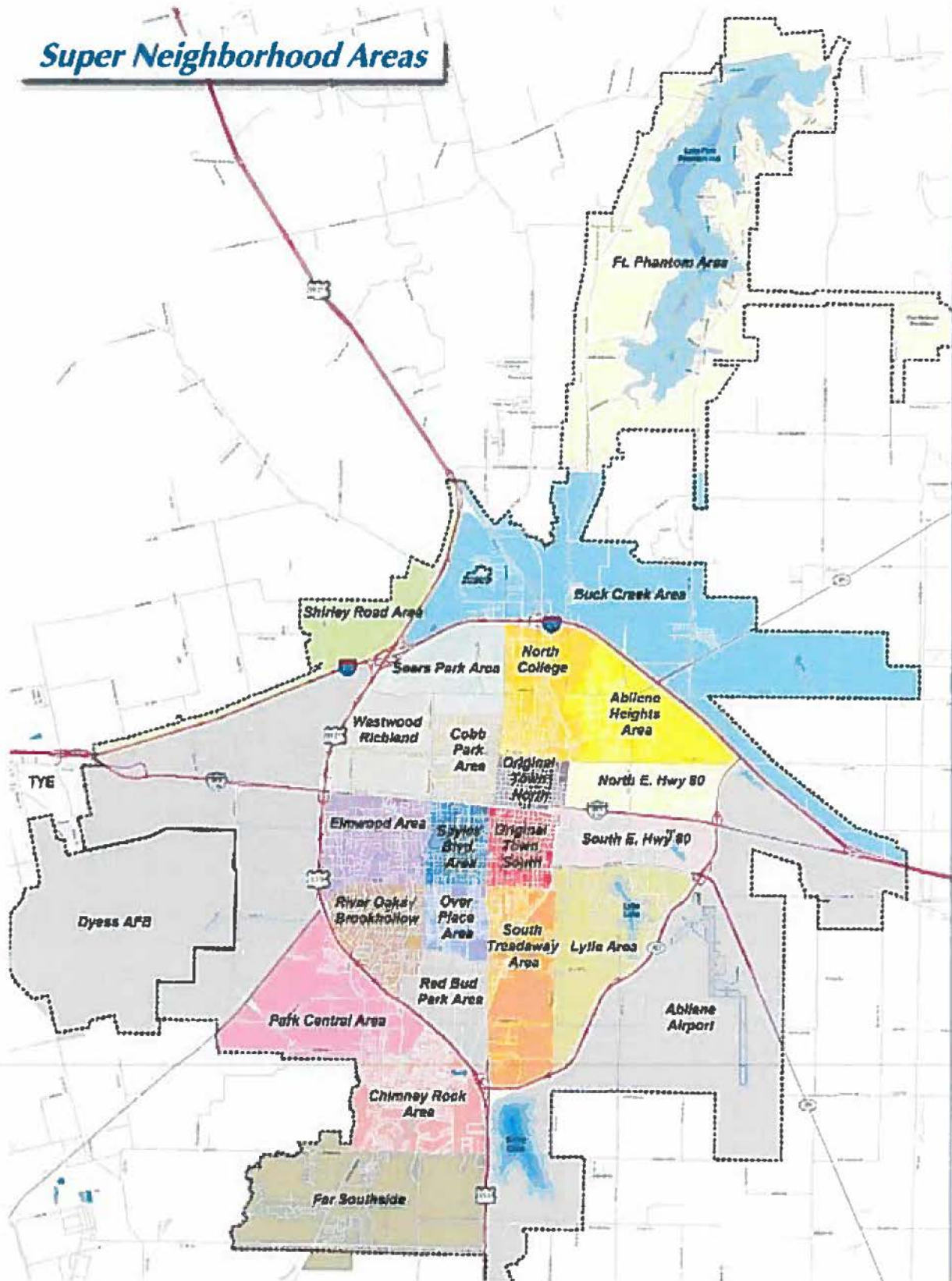


EXHIBIT A

Abilene's 2004 Comprehensive Plan identified specific neighborhoods within the City, established three classifications of defining categories for these neighborhoods, and provided strategies to address problematic issues relative to their needs.

The NEZ is located in an area that was once known as Original Town South, Original Town North, and North College. The 2004 Comprehensive Plan designated these areas as "Established Redeveloping Neighborhoods," areas that were once vital, experienced decline through the years, and are now experiencing revitalization.

Those "Established Redeveloping Neighborhoods" referenced in the 2004 Comprehensive Plan are described below:

Abilene is a city with many unique older neighborhoods. Some have retained their character and aged gracefully. Others, however, have become run-down with deteriorating housing stock. Vacant houses, lots and boarded structures exacerbate crime problems, deter businesses from locating in older neighborhoods, and perpetuate a cycle of decline.

In order to change the momentum from decline to revitalization, City policies propose a multifaceted approach to the revitalization of mature neighborhoods. Policies specifically focus on stabilizing neighborhoods by improving infrastructure, such as streets, schools and parks, housing conditions, and ensuring that Abilene citizens have an opportunity to live in the type of dwelling and location of choice. If an entire block of homes, along with adjacent facilities can be improved, the odds for preserving the neighborhood as a desirable place to live are greatly enhanced.

To achieve this end, the City should concentrate its efforts on whole neighborhoods rather than isolated units. Stable neighborhoods encourage residents to maintain, upgrade, build, and buy housing resulting in a sound, diverse housing stock.

The NEZ area created in Resolution 78-2018 meets the requirements of a NEZ outlined per Section 312.202 of the Texas Government Code (Appendix D), which includes the following characteristics:

- Meets the criteria for a Reinvestment Zone;
- Be 100% Community Development Block Grant ("CDBG") eligible;
- Be bounded by clearly defined boundaries (streets, railroads, creeks or other logical boundaries);
- May encompass an existing neighborhood or several neighborhoods;
- Have a concentration of population at or below poverty level;
- Have a low median household income and per capita income;

EXHIBIT A

- Contain a predominance of subs
- Have a higher than average vaca
- Have a higher than average rate
- Have low commercial permit val
- May contain areas targeted for r

This paragraph below mentions additional plans that fall within the NEZ boundaries. However, the development site DOES NOT fall within any of these additional plans AND the CRP is limited to two plans per the rule, and the two "plans" chosen were the NEZ and the 2004 Comprehensive Plan.

In addition to the 2004 Comprehensive Plan, the City has undertaken various planning efforts within the current NEZ boundaries. These plans include the **Master Plan for South Downtown Abilene, the Abilene Center City Growth and Development Plan, and the Carver Neighborhood Plan**. The Carver Neighborhood is located within the North College Super Neighborhood Area. These documents outlined in greater detail existing conditions within the NEZ area.

Site does not fall within the boundaries of this plan. Should not be included in CRP analysis.

-page 10 Carver Neighborhood Plan (2011)

Site does not fall within the boundaries of this plan. Should not be included in CRP analysis.

-page 17 Carver Neighborhood Plan (2011)

Site does not fall within the boundaries of this plan. Should not be included in CRP analysis.

Site does not fall within the boundaries of this plan. Should not be included in CRP analysis.

-Master Plan for South Downtown Abilene p.16 (2010)

Site does not fall within the boundaries of this plan. Should not be included in CRP analysis.

-Master Plan for South Downtown Abilene p.26 (2010)

Relevant Objectives and Strategies Applicable to the NEZ

As outlined in the 2004 Comprehensive Plan, areas like those within the current NEZ were identified as “Established Redeveloping Neighborhoods” and had strategies to address local issues that included providing incentives to encourage infill and redevelopment in distressed neighborhoods, and providing financial incentives, such as rehabilitation loans/grants, offsets of development fees, and tax-advantaged project financing. Below are the Objectives and Strategies for the areas within the Established Redeveloping Neighborhoods:

Objective: Promote the revitalization of older neighborhoods that have experienced disinvestment.

Strategy 13: Prepare plans for established redeveloping SNAs (Super Neighborhood Areas) to identify functional needs and to coordinate redevelopment programs and infrastructure improvements.

Strategy 14: Establish performance standards for infill development that respect the scale and character of the neighborhood.

Strategy 15: Provide incentives to encourage infill and redevelopment in distressed neighborhoods. Use the following regulatory and financial tools to leverage additional investment in established redeveloping SNAs and promote homeownership:

- Locally-funded exterior rehabilitation programs to improve the structural and aesthetic condition of existing housing.

EXHIBIT A

- Area wide zoning reclassifications when consistent with neighborhood redevelopment plans.
- Financial incentives, such as rehabilitation loans/grants, offsets of development fees, and tax-advantaged project financing.
- Federal, state, and local funds to rehabilitate dilapidated residential structures occupied by lower income residents.

Strategy 16: Revise development regulations to include incentives designed to encourage rehabilitation over demolition.

Strategy 17: Apply environmental code enforcement measures in conjunction with the City's community policing program to arrest patterns of decline.

Strategy 18: Where appropriate, use the siting of public facilities in neighborhoods as a catalyst for increased public investment.

Objective: Maintain and support local schools as community assets that are central to the stability of neighborhoods.

Strategy 19: In consultation with the Abilene Independent School District and Wylie Independent School District, devise small-area plans that strengthen the neighborhood-school link with methods designed to:

- Improve walkability.
- Enhance housing location and transportation choices for low-income and minority populations.
- Arrest and stabilize land use transition.
- Increase residential density in proximity to the school.
- Create opportunities for the school to serve the neighborhood in multiple ways.

Strategy 20: Develop small-area plans for neighborhoods with vacant school facilities that will open up new opportunities for compatible productive reuse of the facility and that forge new links between residents and the former school site.

Downtown Areas

Strategy 28: Implement the policies and strategies contained in the Downtown Streetscape Master Plan and related plans.

Strategy 29: Provide regulatory and financial incentives to induce residential development in the downtown area. Locate such development and/or redevelopment at appropriate locations and densities to support existing and future downtown services, employment, and retail uses.

EXHIBIT A

Strategy 30: Upgrade downtown infrastructure, such as sidewalks, street lighting, and landscaping in a manner that is compatible with the area’s historic character.

Strategy 31: Promote land use, transportation, and urban design improvements that will link the Downtown activity center with the Butternut Street corridor and the Hendrick Medical Center/Hardin-Simmons University Activity Center. Work with the property owners, private developers, and neighborhood groups to enhance these linkages.

Conclusion

The historic downtown areas of Abilene, including those within the boundaries of the NEZ, have been identified by numerous planning documents as being priority areas for revitalization. The City’s current NEZ program serves as an important tool for use in encouraging infill development within the program area.

This conclusion states it all, the NEZ is a tool to assist in the redevelopment within the NEZ boundaries. It is NOT a local planning document in and of itself.

Appendix A

2009 Resolution Adopting Infill Development Area

RESOLUTION NO. 1-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE DESIGNATING AN "INFILL DEVELOPMENT AREA"

WHEREAS, the City's adopted Comprehensive Plan identifies six guiding principles for future development in the City, three of which encourage and promote the concept of infill development and redevelopment in underutilized areas of the City, particularly in areas where existing infrastructure and services are available to serve that development; and

WHEREAS, the City's Fee Schedule for Planning and Building Permits includes an incentive, in the form of fee reductions, for designated infill areas; and

WHEREAS, the City's Infill Development Strategy proposes to implement other incentive strategies to encourage development and redevelopment in designated infill areas; and

WHEREAS, the Planning and Zoning Commission has determined that a limited number of focused areas and corridors best furthers the City's goals; and

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

PART 1: That there is hereby established an Infill Development Area" as defined by the following:

- North Downtown Area bounded by North 10th Street on the north, North Treadaway Blvd on the east, railroad tracks on the south, and Grape Street on the west.
- South Downtown Area bounded by the railroad tracks on the north, South Treadaway Blvd on the east, South 7th Street on the south, and Butternut Street on the west.
- Pine Street Corridor defined as the properties with frontage on Pine Street from North 10th Street to Interstate 20.
- Butternut Street Corridor defined as the properties with frontage on Butternut Street from South 1st Street to South Treadaway Blvd.
- Treadaway Corridor defined as the properties with frontage on Treadaway Blvd from Pine Street to Industrial Blvd.
- Highway 80 Corridor defined as the properties with frontage on US Highway 80/South 1st Street from US Highway 277 to Loop 322 (i.e., inside the "loop").

PART 2: That this Infill Development Area is the designated infill area as referenced on the City's Building and Planning Fee Schedules, which provide for reduced fees in some cases for development permits within this area, as well as for all other infill strategies that are implemented.

PART 3: That the Infill Development Area shall be reviewed annually to monitor progress on the adopted strategies, and may be amended by the City Council upon recommendation of the Planning and Zoning Commission as needed to further the City's goals and strategies for infill development.

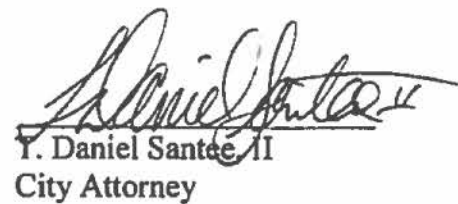
ADOPTED this 22nd day of January 2009.

ATTEST:


Danette Dunlap, City Secretary


Norman Archibald, Mayor

APPROVED:


Y. Daniel Santee II
City Attorney

Appendix B

**2018 Resolution Adopting Neighborhood Empowerment Zone No. 1
and Infill Development Incentive Program**

This is the ordinance that adopted the NEZ. There is no additional plan documents associated with the NEZ other than this ordinance and the supplemental materials that are included in this exhibit. This ordinance that adopted the NEZ does not support any local involvement, nor does it identify the problems facing the area and how those problems should be addressed. No evidence was provided that shows a budget was adopted either, as required by the rule.

RESOLUTION NO. 78-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, REPEALING RESOLUTION NO. 1-2009, AND CREATING A NEW INFILL DEVELOPMENT INCENTIVE PROGRAM

WHEREAS, the City of Abilene (the "City") desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within historic and economically distressed areas of the City; and

WHEREAS, the City has previously adopted Resolution No. 1-2009 setting forth and infill development program; and

WHEREAS, the City now desires to repeal the current program and create a new program; and

WHEREAS, it is necessary and in the best interest of the City to create the Abilene Neighborhood Empowerment Zone No. 1, (the "Zone") pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, in addition to the creation of the Zone, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the remodeling and new construction of affordable and market rate housing options for the City's historic and economically distressed areas

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

PART 1: That the City designates an area more particularly described and illustrated in "Exhibit A" attached hereto and incorporated herein for designation as the Abilene Neighborhood Empowerment Zone No. 1, and said boundaries shall describe and create the infill development program boundaries.

PART 2: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone will increase economic development within the Zone, increase the rehabilitation and construction of affordable and market rate housing options within the Zone, and increase the quality of social services, education or public safety provided to the residents of the Zone.

PART 3: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone benefits and is for the public purpose of increasing the public health, safety and welfare of the persons in the municipality.

PART 4: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone satisfies the requirements of Section 312.202 of the Tax Code.

PART 5: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives, provided that any agreement using the incentives authorized and set forth below must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone; and
2. The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code; and
3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and
4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone; and
5. The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

PART 6: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives without further Council action.

1. The City Manager may waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees; and
2. The City Manager may authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost; and
3. The City Manager may waive or reduce sewer and water tap fees; and
4. The City Manager may waive or reduce zoning application fees.

PART 7: That Resolution No. 1-2009 is hereby repealed in its entirety.

PART 8: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 10th day of May 2018.

ATTEST:




Rosa Rios, City Secretary



Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney

EXHIBIT A

The Abilene Neighborhood Empowerment Zone No. 1 begins at the intersection of South 14th Street and Treadaway Blvd, thence north along Treadaway Blvd to the intersection of Pine Street and Treadaway Blvd, thence north along Pine Street to the intersection of Interstate 20 and Pine Street, thence west along Interstate 20 to the intersection of Old Anson Road and Interstate 20, thence south along Old Anson Road to the intersection of Ambler Avenue and Old Anson Road, thence west along Ambler Avenue to the intersection of Kirkwood Street and Ambler Avenue, thence south along Kirkwood Street to the intersection of North 20th Street and Kirkwood Street, thence west along North 20th Street to the intersection of Kirkwood Street and North 20th Street, thence south along Kirkwood Street to the intersection of North 19th Street and Kirkwood, thence east along North 19th Street to the intersection of Victoria Street and North 19th Street, thence south along Victoria Street to the intersection of North 14th Street and Victoria Street, thence east along North 14th Street to the intersection of Clinton Street and North 14th Street, thence south along Clinton Street to the intersection of North 12th Street and Clinton Street, thence west along North 12th Street to the intersection of Victoria Street and Clinton Street, thence south along Victoria Street to the intersection North 5th Street and Victoria Street, thence west along North 5th Street to the intersection of Lillius Street and North 5th Street, thence south along Lillius Street to the intersection of North 3rd Street and Lillius Street, thence west along North 3rd Street to the intersection of Graham Street and North 3rd Street, thence south along Graham Street to the intersection of North 1st Street and Graham Street, thence south along Sayles Blvd to the intersection of South 7th Street and Sayles Blvd, thence east along South 7th Street to the intersection Butternut Street and South 7th Street, thence south along Butternut Street to the intersection of South 14th Street and Butternut Street, thence east along South 14th Street terminating at the intersection of Treadaway Blvd and South 14th Street.

All properties abutting each boundary street are included within the Zone.

A map of the district is attached and incorporated into this Exhibit "A."

Appendix C

Chapter 378 of the Texas Local Government Code

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE A. MUNICIPAL PLANNING AND DEVELOPMENT

CHAPTER 378. NEIGHBORHOOD EMPOWERMENT ZONE

Sec. 378.001. DEFINITION. In this chapter, "zone" means a neighborhood empowerment zone created by a municipality under this chapter.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.002. CREATION OF ZONE. A municipality may create a neighborhood empowerment zone covering a part of the municipality if the municipality determines the creation of the zone would promote:

- (1) the creation of affordable housing, including manufactured housing, in the zone;
- (2) an increase in economic development in the zone;
- (3) an increase in the quality of social services, education, or public safety provided to residents of the zone; or
- (4) the rehabilitation of affordable housing in the zone.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.003. ADOPTION OF ZONE. (a) A municipality may create a zone if the governing body of the municipality adopts a resolution containing:

- (1) the determination described by Section 378.002;
- (2) a description of the boundaries of the zone;
- (3) a finding by the governing body that the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and
- (4) a finding by the governing body that the creation of the zone satisfies the requirements of Section 312.202, Tax Code.

(b) A municipality may create more than one zone and may include an area in more than one zone.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.004. MUNICIPAL POWERS. In addition to other powers that a municipality may exercise, a municipality may:

- (1) waive or adopt fees related to the construction of buildings in the zone, including fees related to the inspection of buildings and impact fees;
- (2) enter into agreements, for a period of not more than 10 years, for the purpose of benefiting the zone, for refunds of municipal sales tax on sales made in the zone;
- (3) enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.204, Tax Code; and

(4) set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999. Amended by Acts 2001, 77th Leg., ch. 1263, Sec. 5, eff. Sept. 1, 2001.

Appendix D

Sec 312.202 of the Texas Government Code

Sec. 312.2011. ENTERPRISE ZONE. Designation of an area as an enterprise zone under Chapter 2303, Government Code constitutes designation of the area as a reinvestment zone under this subchapter without further hearing or other procedural requirements other than those provided by Chapter 2303, Government Code.

Added by Acts 1989, 71st Leg., ch. 1106, Sec. 28, eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(22), eff. Sept. 1, 1995.

Sec. 312.202. CRITERIA FOR REINVESTMENT ZONE. (a) To be designated as a reinvestment zone under this subchapter, an area must:

(1) substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

(A) a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(B) the predominance of defective or inadequate sidewalks or streets;

(C) faulty size, adequacy, accessibility, or usefulness of lots;

(D) unsanitary or unsafe conditions;

(E) the deterioration of site or other improvements;

(F) tax or special assessment delinquency exceeding the fair value of the land;

(G) defective or unusual conditions of title;

(H) conditions that endanger life or property by fire or other cause; or

(I) any combination of these factors;

(2) be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

(3) be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;

(4) be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

(5) encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or

(6) be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

(b) For purposes of this section, a federally assisted new community is a federally assisted area:

(1) that has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.); and

(2) a portion of which has received grants under Section 107 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5307) made pursuant to the authority

created by that section for grants in behalf of new communities assisted under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968 or in behalf of new community projects assisted under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.).

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.09(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1106, Sec. 29, eff. Aug. 28, 1989.

Sec. 312.203. EXPIRATION OF REINVESTMENT ZONE. The designation of a reinvestment zone for residential or commercial-industrial tax abatement expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing tax abatement agreement made under this subchapter.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 985, Sec. 12, eff. Sept. 1, 1995.

Sec. 312.204. MUNICIPAL TAX ABATEMENT AGREEMENT.

(a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property, for a period not to exceed 10 years, on the condition that the owner of the leasehold interest make specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, an improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

EXHIBIT B



City Council Agenda Memo

City Council Meeting Date: 5/10/2018

TO: The Honorable Mayor and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Repealing Resolution 1-2009 and Authorizing the creation of an infill development program and corresponding economic development incentives (Robert Hanna)

GENERAL INFORMATION

The City Council adopted six priorities at the FY 2018 Council Retreat. Those priorities include: (1) infill development, (2) downtown hotel, (3) reduce expenditures and create efficiencies, (4) determine total cost of deferred maintenance, (5) street maintenance, and (6) development along I-20.

The attached resolution focuses on infill development and accomplishes two things: (1) it repeals our current infill development program, and (2) it establishes a new infill development program.

The new program authorizes the following incentives with Council approval:

- The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone.
- The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code.
- The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.
- The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone.
- The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

The program authorizes the City Manager to offer the additional incentives without additional Council approval:

- The City Manager may waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees.

- The City Manager may authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City’s actual cost.
- The City Manager may waive or reduce sewer and water tap fees.
- The City Manager may waive or reduce zoning application

This confirms there wasn't public input in the creation of the NEZ boundaries, therefore how could the NEZ be a planning document to address the problems facing a specific local area (neighborhood)?

In general, the initial boundaries for the zone are bounded on Elm Creek and Cedar Creek. The northern boundary is I-20 South 14th with Butternut as the connector between the two.

These areas were chosen based on a heat map analysis of the total value per total square foot of improvements per parcel. The map (attached) helps to identify those areas where infill development or redevelopment of existing structures may be more successful than other areas.

The proposed boundaries are not meant to be unalterable. As our infill efforts mature, the boundaries of the zone should be amended to address market opportunities. Additionally, other zones may need to be established, and some zones may need to be abolished.

SPECIAL CONSIDERATIONS

The creation of the zone will allow several projects that are under development to receive the incentives they need to move forward.

There are other elements to a successful infill development, and staff will continue to work on those items in cooperation with the private sector as we seek to create a meaningful and effective infill development and redevelopment program.

FUNDING/FISCAL IMPACT

Staff does not anticipate a negative fiscal impact by the creation of this program.

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter
☐ Exhibit A	Cover Memo
☐ Heat map	Backup Material
☐ Resolution 01-2009 Infill Development	Backup Material
☐ Presentation	Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, REPEALING RESOLUTION NO. 1-2009, AND CREATING A NEW INFILL DEVELOPMENT INCENTIVE PROGRAM.

WHEREAS, the City of Abilene (the “City”) desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within historic and economically distressed areas of the City; and

WHEREAS, the City has previously adopted Resolution No. 1-2009 setting forth and infill development program; and

WHEREAS, the City now desires to repeal the current program and create a new program; and

WHEREAS, it is necessary and in the best interest of the City to create the Abilene Neighborhood Empowerment Zone No. 1, (the “Zone”) pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, in addition to the creation of the Zone, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the remodeling and new construction of affordable and market rate housing options for the City’s historic and economically distressed areas,

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

PART 1: That the City designates an area more particularly described and illustrated in “Exhibit A” attached hereto and incorporated herein for designation as the Abilene Neighborhood Empowerment Zone No. 1, and said boundaries shall also describe and create the infill development program boundaries.

PART 2: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone will increase economic development within the Zone, increase the rehabilitation and construction of affordable and market rate housing options within the Zone, and increase the quality of social services, education or public safety provided to the residents of the Zone.

PART 3: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone benefits and is for the public purpose of increasing the public health, safety and welfare of the persons in the municipality.

PART 4: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone satisfies the requirements of Section 312.202 of the Tax Code.

PART 5: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives, provided that any agreement using the incentives authorized and set forth below must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone; and
2. The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code; and
3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and
4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone; and
5. The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

PART 6: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives without further Council action.

1. The City Manager may waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees; and
2. The City Manager may authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost; and
3. The City Manager may waive or reduce sewer and water tap fees; and
4. The City Manager may waive or reduce zoning application fees.

PART 7: That Resolution No. 1-2009 is hereby repealed in its entirety.

PART 8: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 10th day of May, 2018.

ATTEST:

Rosa Rios, City Secretary

Anthony Williams, Mayor

APPROVED:

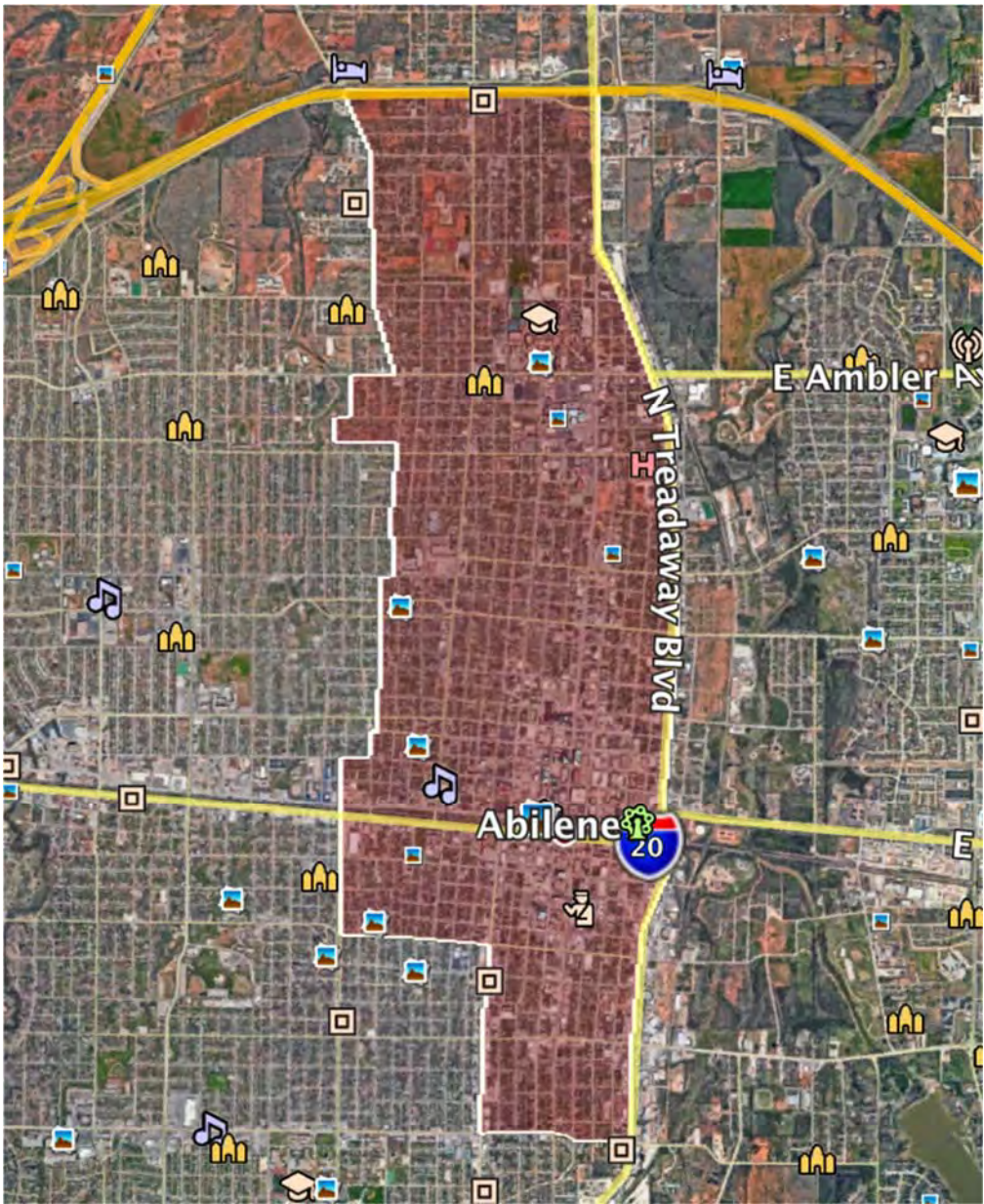
Stanley Smith, City Attorney

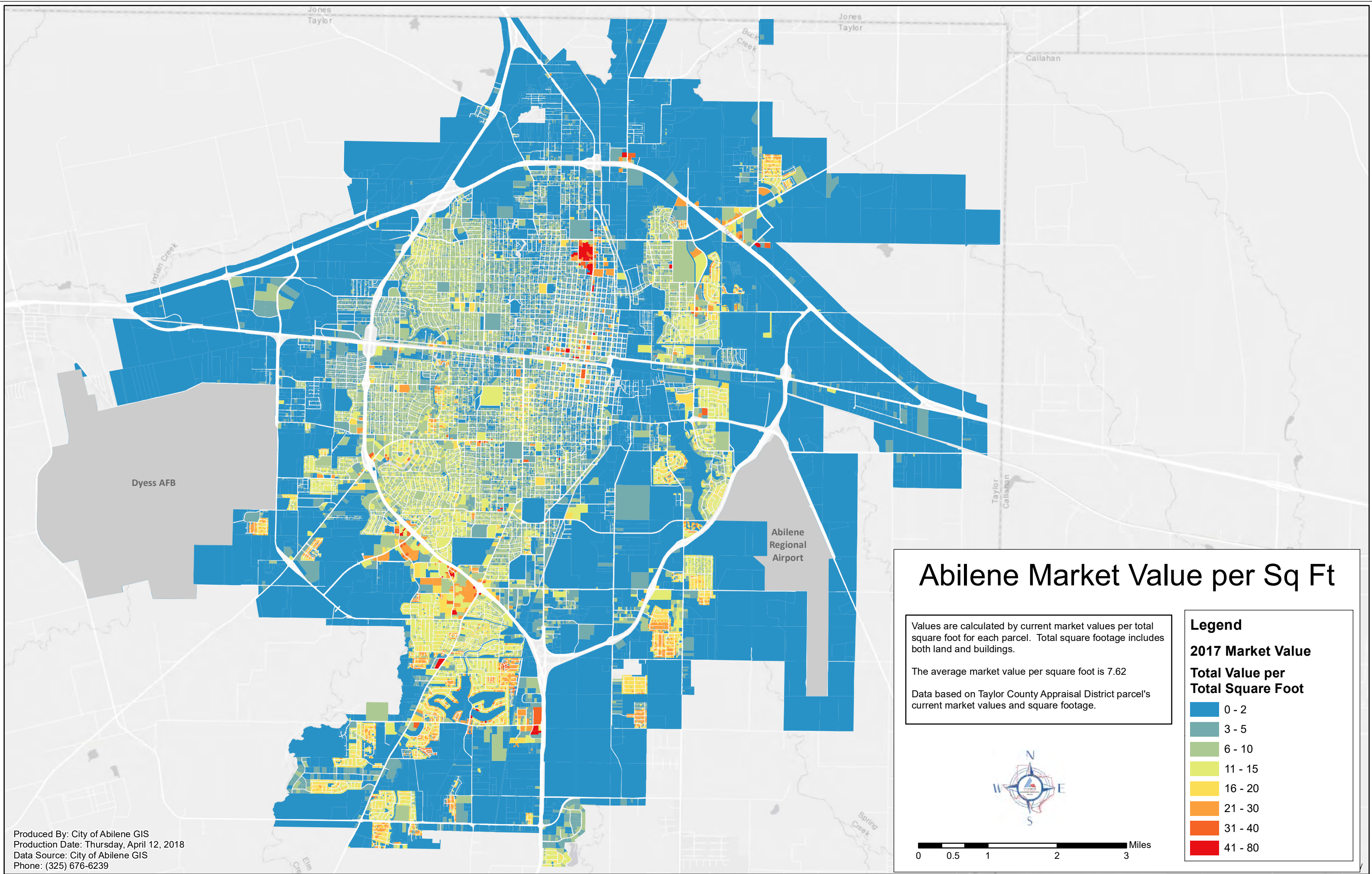
EXHIBIT A

The Abilene Neighborhood Empowerment Zone No. 1 begins at the intersection of South 14th Street and Treadaway Blvd, thence north along Treadaway Blvd to the intersection of Pine Street and Treadaway Blvd, thence north along Pine Street to the intersection of Interstate 20 and Pine Street, thence west along Interstate 20 to the intersection of Old Anson Road and Interstate 20, thence south along Old Anson Road to the intersection of Ambler Avenue and Old Anson Road, thence west along Ambler Avenue to the intersection of Kirkwood Street and Ambler Avenue, thence south along Kirkwood Street to the intersection of North 20th Street and Kirkwood Street, thence west along North 20th Street to the intersection of Kirkwood Street and North 20th Street, thence south along Kirkwood Street to the intersection of North 19th Street and Kirkwood, thence east along North 19th Street to the intersection of Victoria Street and North 19th Street, thence south along Victoria Street to the intersection of North 14th Street and Victoria Street, thence east along North 14th Street to the intersection of Clinton Street and North 14th Street, thence south along Clinton Street to the intersection of North 12th Street and Clinton Street, thence west along North 12th Street to the intersection of Victoria Street and Clinton Street, thence south along Victoria Street to the intersection North 5th Street and Victoria Street, thence west along North 5th Street to the intersection of Lillius Street and North 5th Street, thence south along Lillius Street to the intersection of North 3rd Street and Lillius Street, thence west along North 3rd Street to the intersection of Graham Street and North 3rd Street, thence south along Graham Street to the intersection of North 1st Street and Graham Street, thence south along Sayles Blvd to the intersection of South 7th Street and Sayles Blvd, thence east along South 7th Street to the intersection Butternut Street and South 7th Street, thence south along Butternut Street to the intersection of South 14th Street and Butternut Street, thence east along South 14th Street terminating at the intersection of Treadaway Blvd and South 14th Street.

All properties abutting each boundary street are included within the Zone.

A map of the district is attached and incorporated into this Exhibit "A."





Produced By: City of Abilene GIS
 Production Date: Thursday, April 12, 2018
 Data Source: City of Abilene GIS
 Phone: (325) 676-6239

RESOLUTION NO. 1-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE DESIGNATING AN “INFILL DEVELOPMENT AREA”

WHEREAS, the City’s adopted Comprehensive Plan identifies six guiding principles for future development in the City, three of which encourage and promote the concept of infill development and redevelopment in underutilized areas of the City, particularly in areas where existing infrastructure and services are available to serve that development; and

WHEREAS, the City’s Fee Schedule for Planning and Building Permits includes an incentive, in the form of fee reductions, for designated infill areas; and

WHEREAS, the City’s Infill Development Strategy proposes to implement other incentive strategies to encourage development and redevelopment in designated infill areas; and

WHEREAS, the Planning and Zoning Commission has determined that a limited number of focused areas and corridors best furthers the City’s goals; and

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

PART 1: That there is hereby established an Infill Development Area” as defined by the following:

- North Downtown Area bounded by North 10th Street on the north, North Treadaway Blvd on the east, railroad tracks on the south, and Grape Street on the west.
- South Downtown Area bounded by the railroad tracks on the north, South Treadaway Blvd on the east, South 7th Street on the south, and Butternut Street on the west.
- Pine Street Corridor defined as the properties with frontage on Pine Street from North 10th Street to Interstate 20.
- Butternut Street Corridor defined as the properties with frontage on Butternut Street from South 1st Street to South Treadaway Blvd.
- Treadaway Corridor defined as the properties with frontage on Treadaway Blvd from Pine Street to Industrial Blvd.
- Highway 80 Corridor defined as the properties with frontage on US Highway 80/South 1st Street from US Highway 277 to Loop 322 (i.e., inside the “loop”).

PART 2: That this Infill Development Area is the designated infill area as referenced on the City’s Building and Planning Fee Schedules, which provide for reduced fees in some cases for development permits within this area, as well as for all other infill strategies that are implemented.

PART 3: That the Infill Development Area shall be reviewed annually to monitor progress on the adopted strategies, and may be amended by the City Council upon recommendation of the Planning and Zoning Commission as needed to further the City's goals and strategies for infill development.

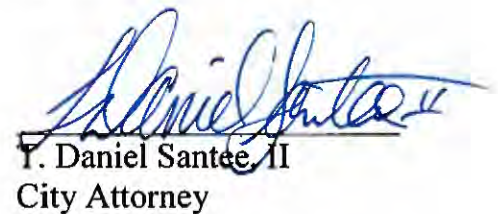
ADOPTED this 22nd day of January 2009.

ATTEST:


Danette Dunlap, City Secretary


Norman Archibald, Mayor

APPROVED:


T. Daniel Santee, II
City Attorney

**Resolution: Authorize the creation of an
infill development program and
corresponding economic development
incentives *(Robert Hanna)***

May 10, 2018



Infill Development Program

The City Council adopted six priorities at the FY 2018 Council Retreat. Those priorities include: (1) infill development, (2) downtown hotel, (3) reduce expenditures and create efficiencies, (4) determine total cost of deferred maintenance, (5) street maintenance, and (6) development along I-20.

The attached resolution focuses on infill development and accomplishes two things: (1) it repeals our current infill development program, and (2) it establishes a new infill development program.



Infill Development Program

Our current infill program a 50% reduction in permit fees. This incentives have not been enough to generate significant energy.

The current boundary maps is as follows:



Infill Development Program

The new program authorizes the following incentives with Council approval:

- The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone.
- The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code.
- The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.



Infill Development Program

The new program authorizes the following incentives with Council approval:

- The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone.
- The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.



Infill Development Program

The program authorizes the City Manager to offer the additional incentives without additional Council approval:

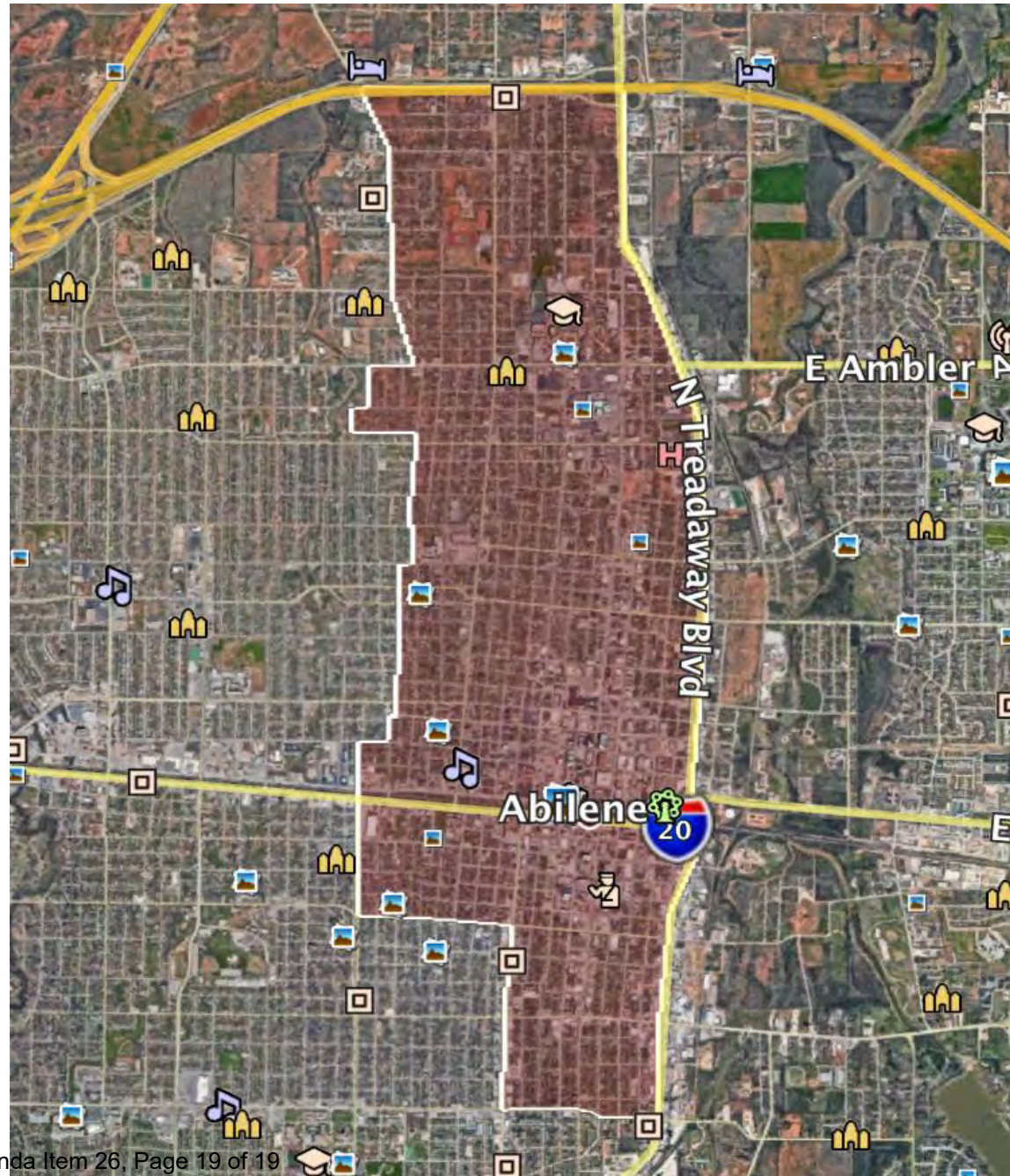
- The City Manager may waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees.
- The City Manager may authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost.
- The City Manager may waive or reduce sewer and water tap fees.
- The City Manager may waive or reduce zoning application fees.



Infill Development Program

Staff has attempted to develop a boundary that is more focused than the current boundary in order to concentrate efforts and to better respond to current market activity within the boundaries of the proposed district.





21116

Sweetwater Station

Burkburnett Royal Garden, LLC

Burkburnett, Texas

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Alena Morgan, 9% HTC Administrator – alena.morgan@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #21116 – Sweetwater Station, Sweetwater, Texas;

Dear Ms. Holloway and Ms. Morgan,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our Third-Party Request for Administrative Deficiency (“RFAD”) with regards to Application # 21116 (the “Sweetwater Station Application”). A copy of this RFAD is being delivered concurrently to representatives of the Sweetwater Station Application.

In order to qualify for six points under §11.9(e)(3) of the QAP associated with pre-application participation, a proposed development needs to first determine if it meets **all** of the requirements listed under §11.9(e)(3)(A) – (H).

Specifically, §11.9(e)(3) of the QAP states the following:

*“Pre-application Participation. (§2306.6704) An Application may qualify to receive up to six (6) points provided a pre-application was submitted by the Pre-Application Final Delivery Date. Applications that meet **all of the requirements** described in subparagraphs (A) – (H) of this paragraph will qualify for six (6) points”*

Furthermore, §11.9(e)(3)(G)(ii) of the QAP states the following:

*“The Development Site **does not** have the following Neighborhood Risk Factors as described in 10 TAC §11.101(a)(3) that were **not disclosed** with the pre-application”*

- (ii) ***The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.***

Additionally, §2306.6704(c) of the Texas Government Code states the following:

“The department shall reject and return to the applicant any application assessed by the department under this section that fails to satisfy the threshold criteria required by the board in the qualified allocation plan.”

Lastly, §11.8(b)(1)(I)(ii) of the QAP (related to Pre-Application Threshold Criteria) states the following:

“Disclosure of the following Neighborhood Risk Factors under §11.101(a)(3):

- (ii) ***The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.***

Burkburnett Royal Garden, LLC

Burkburnett, Texas

The image identified below was taken directly from the Sweetwater Station Pre-Application:

Attachments and Certifications

Site Control Documentation: [Sweetwater_21116_Site_Control.pdf](#)

Census Tract Map: [Sweetwater_21116_CTMMap.pdf](#)

Neighborhood Risk Factors:

Other Pertinent Information:

It should be noted, **no** disclosure related to Neighborhood Risk Factors was included in the Sweetwater Station Pre-Application submission.

The image identified below was taken directly from the Sweetwater Station Full Application:

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

Children of the proposed development will attend:

School Name	Grades	through X	X	TEA Rating	
				XXXX*	XXXX*
East Ridge Elementary	K	through	1	MS	C
Southeast Elementary	2	through	3	MS	C
Sweetwater Intermediate School	4	through	5	MS	D
Sweetwater Middle School	6	through	8	MS	F
Sweetwater High School	9	through	12	MS	B

*Account for most recent year available prior to Application and most recent year available preceding for each school.

It should be further noted, the Development Site is located within the attendance zone of a middle school (Sweetwater Middle School) that has a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.

Upon receipt of this RFAD, Sweetwater Station Application might argue that the 2021 Multifamily Programs Application Procedures Manual (the "Procedures Manual") states that Elderly Developments are exempt and are not required to disclose for schools at Pre-Application (see below extracted from page 12 of the Procedures Manual).

- o **Neighborhood Risk Factors.** Upload information regarding the presence of Neighborhood Risk Factors per 10 TAC §11.8(b)(1)(I) as such factors are more fully described in 10 TAC §11.101(a)(3). Note that disclosure is required to be submitted with the pre-application. The remainder of the information required to be submitted with the Neighborhood Risk Factors Report may be submitted with the pre-application or with the full Application.

Remember: The Neighborhood Risk Factors related to crime and schools **MUST** be disclosed at Pre Application. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable), and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt and are not required to disclose for schools at Pre-Application. If the

However, it should also be noted that page 3 of the Procedures Manual states the following:

This manual is a resource made available to help Applicants prepare and submit accurate information for complete and compliant Applications. Applicants should understand that this type of guidance is limited by its nature and that staff will apply the Qualified Allocation Plan (QAP), Multifamily Housing Revenue Bond (MHRB) Rules, Multifamily Direct Loan (MFDL) Rule, and any other applicable rules to each specific situation as it is presented. The Multifamily Programs Application Procedures Manual and the Application webinar are provided as good faith guidance and assistance, but in all respects the statutes and rules governing multifamily programs supersede these guidelines and are controlling. Furthermore, any staff guidance is subject to the Governing Board's right to be the final interpreter of its rules.

We would like to emphasize "in all respects the **statues and rules** governing multifamily programs **supersede** these guidelines **and are controlling.**" There is no evidence that §2306.6704(c) of the Texas Government Code, or §11.8(b)(1)(I) of the QAP offer any relief from the Neighborhood Risk Factor disclosure requirement related to under-performing schools. In fact, the QAP further clarifies the disclosure requirement and specifically states under §11.101(a)(3)(A), that "*For **Competitive HTC Applications**, an Applicant **must disclose at pre-application** as required by §11.8(b) of this chapter.*" Therefore, we believe the Sweetwater Station Application should be ineligible to claim points under §11.9(e)(3) of the QAP.

Burkburnett Royal Garden, LLC

Burkburnett, Texas

Accordingly, we request staff deny the Sweetwater Station Application as being eligible to claim six points under §11.9(e)(3) of the QAP.

If you have any questions or would like to discuss these items further, please do not hesitate to contact Michael Beard directly at (512) 993-7665 or via email at michael@betcohousinglab.com any time.

Sincerely,

A handwritten signature in blue ink that reads "Lora Myrick". The signature is written in a cursive style with a large initial "L".

Lora Myrick
Representative of Burkburnett Royal Garden, LLC

CC: Noor Jooma, Michael Beard, Roger Canales, Brian Kimes, Jim Markel

21131

Boulevard 61

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 21131 Boulevard 61

Dear Ms. Morgan:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21131 Boulevard 61. This RFAD concerns several scoring items.

11.9(b)(2) Sponsor Characteristics

This section of the QAP specifies point values and requirements for a HUB or Qualified Nonprofit Organization involvement in the Application. An Applicant may receive 2 points if the ownership structure contains either a HUB or Nonprofit Organization that has some combination of ownership interest in each of the General Partner of the Applicant, Cash Flow from operations, and Developer Fee when which taken together equal at least 50% and no less than 5% for any category. The QAP is very clear that *the* HUB must have interest in the ownership, cash flow, and developer fee. There is no provision for multiple HUBs or multiple organizations owned by the same principal to be able to share in the 50% requirement between these three categories. The actual language from 11.9(b)(2) is as follows:

(A) The ownership structure contains either a HUB certified by the Texas Comptroller of Public Accounts by the Full Application Delivery Date or it contains a Qualified Nonprofit Organization, provided the Application is under the Nonprofit Set-Aside. The HUB or Qualified Nonprofit Organization must have some combination of ownership interest in each of the General Partner of the Applicant, Cash Flow from operations, and Developer Fee which taken together equal at least 50% and no less than 5% for any category.

This Application elected 2 points for Sponsor Characteristics for a HUB with 80% ownership interest, 80% cash flow, and 86% developer fee according to the form in the Application. The HUB certification provided is for DMA Community Ventures, LLC.

The Owner and Developer Charts show that DMA Community Ventures, LLC will have an 80% interest in the General Partner of the Applicant, but DMA Community Ventures, LLC is not in the Developer chart. The Developer chart has the 86% developer as DMA Development Company, LLC, but that is not the HUB in the ownership structure. While DMA Development Company, LLC may be a HUB, it is a distinctly different entity from DMA Community Ventures, LLC.

While the Applicant selected 2 points for Sponsor Characteristics, the Application as submitted does not qualify for this item. While there may be multiple HUBs in the Application, there is not one HUB entity that meets the QAP requirements for points under this scoring item because there is not one HUB entity that has a combination of ownership interest, cash flow, and developer fee totaling at least 50%. Per the Deficiency Process Section in 11.201(7)(B) that states that “Applicants may not use the Deficiency Process to increase a scoring item's points or to change any aspect of the proposed Development, financing structure, or other element of the Application,” a change to the developer structure to make it eligible for points is not allowed. Zero points should be awarded for this scoring item.

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a Pre-Application meeting the requirements of this section. Specifically, the QAP requires the following:

(H) The pre-application met all applicable requirements.

Section 11.8 Pre-Application Requirements outlines the requirements and one of those requirements is found in 11.8(b)(2)(B) requiring notifications. Per this section, an Applicant is required to notify certain officials no later than the date the Pre-Application is submitted, including the “State Senator and State Representative of the districts whose boundaries include the proposed Development Site.”

The 21131 Pre-Application lists Senator Joan Huffman in State Senate District 17 as the notification recipient. The 21131 Full Application notes that elected officials have changed since the Pre-Application was submitted and lists Senator Borris L. Miles in State Senate District 13 as the notification recipient.

Language in 11.8(b)(2)(B) states the following:

Between the time of pre-application (if made) and full Application, the boundaries of an official's jurisdictions may change. If there is a change in jurisdiction between pre-application and the Full Application Delivery Date, additional notifications must be made at full Application to any entity that has not been previously notified by the Applicant.

This section is for changes to the boundary of a jurisdiction. There was no change in jurisdiction between pre-application and full application; the boundaries for Senate Districts 17 and 13 did not change in that time. What this demonstrates is that the Applicant did not send a correct notification to the “State Senator and State Representative of the districts whose boundaries include the proposed Development Site” at Pre-Application as required in 11.8(b)(2)(B).

As shown in the attached search and maps, this development site is located in Senate District 13 and not in Senate District 17 as represented at Pre-Application. In order for this Application to be eligible for Pre-Application Participation points, it would have needed to meet the notifications requirement and 11.8(b)(2)(B) requires that “Officials to be notified are those officials in office at the time the pre-application is submitted” and that “Only a timely and compliant written notification to the correct entity constitutes notification.” Senator Borris L. Miles in State Senate District 13 must have received a written notification prior to submission of the Pre-Application in order to meet the notification requirements due at Pre-Application.

Additionally, new in the 2021 QAP, 11.8(b)(2)(B) concerning notification recipients states that ***Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.*** While some Applicants uploaded excel files with mailing addresses to the pre-application, there is no evidence that this Applicant provided accurate mailing addresses in the Pre-Application. If the Applicant did not provide mailing addresses, the Pre-Application did not meet this applicable requirement.

While the Applicant selected 6 points for Pre-Application Participation, this Application would not be eligible for these points if the Applicant notified Senator Joan Huffman in State Senate District 17 instead of Senator Borris L. Miles in State Senate District 13 at Pre-Application. There would be no way to correct this item after Pre-Application submission. The Applicant also must provide accurate mailing addresses at Pre-Application and this does not appear to have been provided.

11.9(c)(5) Underserved Area

This section of the QAP specifies point values for Development Sites meeting certain criteria. Subparagraph C states that 4 points may be awarded if a “Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (4 points).”

This Application is located in census tract 48201432702. According to the property inventory tab of the Site Demographic Characteristics Report, HTC 20141 Richmond Senior Village awarded in 2020 is located in this same census tract 48201432702.

This Application has elected 4 points under Subparagraph C with the statement “We are electing 4 points under the underserved category in case Richmond Senior Village returns its 2020 credits prior to the TDHCA awarding 2021 credits.” This is not an option. The QAP is clear that the property inventory tab of the Site Demographic Characteristics Report is used for this scoring item and HTC 20141 Richmond Senior Village is listed in the Site Demographic Characteristics Report. There is no provision for awarding points for changes to the property inventory after the Site Demographic Characteristics Report is posted and certainly not for changes after an Application is submitted. Allowing such a request means that Applicants who have “inside information” about prior awards would be at a competitive advantage and this would create an “unlevel playing field” versus Applicants who rightfully used the Site Demographic Characteristics Report.

The QAP is explicit that the property inventory tab of the Site Demographic Characteristics Report is used for the Underserved Area scoring item and because of that, this Application is not eligible for 4 points for this scoring item.

Thank you for your attention to these items.

Sincerely,

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

Alyssa Carpenter

Sponsor Characteristics (Competitive HTC Only)

Self Score Total: **138**

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

Yes If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab

Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

Ownership Interest: **80.000%** (Not required for HUB of HUD 202 Rehabilitation projects.)

Cash flow from operations: **80.000%**

Developer Fee: **86.000%**

Total: **267.00%** (Must equal at least 50% regardless of structure)

Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

Yes A detailed narrative describing how that material participation will be achieved is included.

Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

Yes A detailed narrative describing experience in each category is included.



Mark all that apply

- Property Management Construction Development Financing Compliance

No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: **2**

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.

A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.

Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: **0**

Total Points Claimed: **2**



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1743025022900**
File/Vendor Number: **035261**
Approval Date: **31-JAN-2019**
Scheduled Expiration Date: **31-JAN-2023**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

DMA COMMUNITY VENTURES LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

HUB Experience and Material Participation

DMA Community Ventures, LLC and DMA Development Company, LLC are both certified by the State of Texas as Historically Underutilized Businesses. Both entities are wholly owned by Diana McIver, who has been involved in the affordable housing industry for more than thirty years. DMA Community Ventures, LLC is currently serving in the ownership role in 12 tax credit developments and DMA Development Company, LLC has developed more than 32 properties in two states (Texas and Georgia) and in the District of Columbia, and currently has a portfolio of more than 2,700 units which it self-manages.

Diana McIver's Experience Certificate is included in the application in Tab 44. In the proposed development, DMA Community Ventures, LLC will serve in an ownership role throughout the compliance period. DMA Development Company will perform all the day-to-day development responsibilities. An affiliated entity, also wholly owned by Diana McIver, will be the Management Agent and will handle all the day-to-day management responsibilities

Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

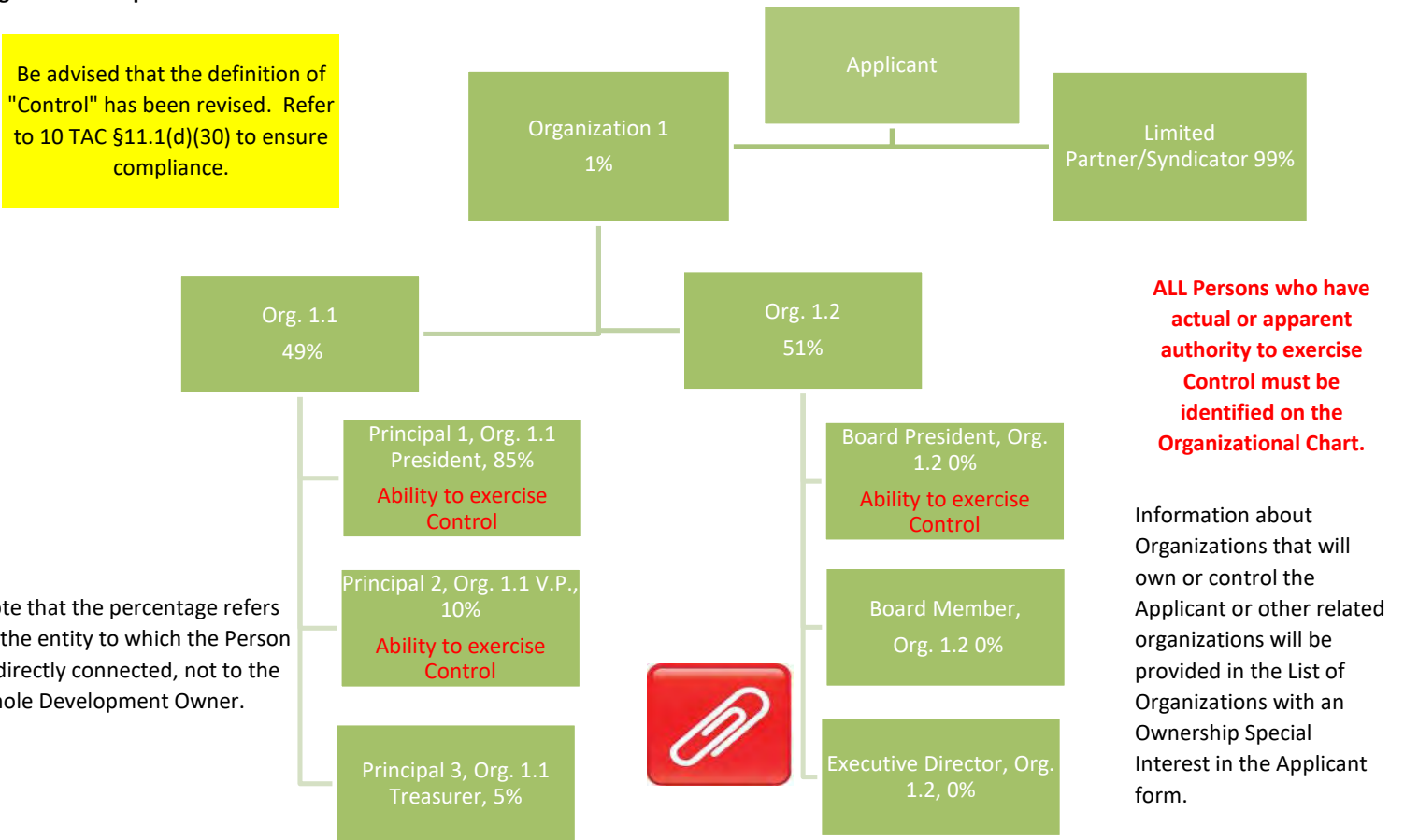
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

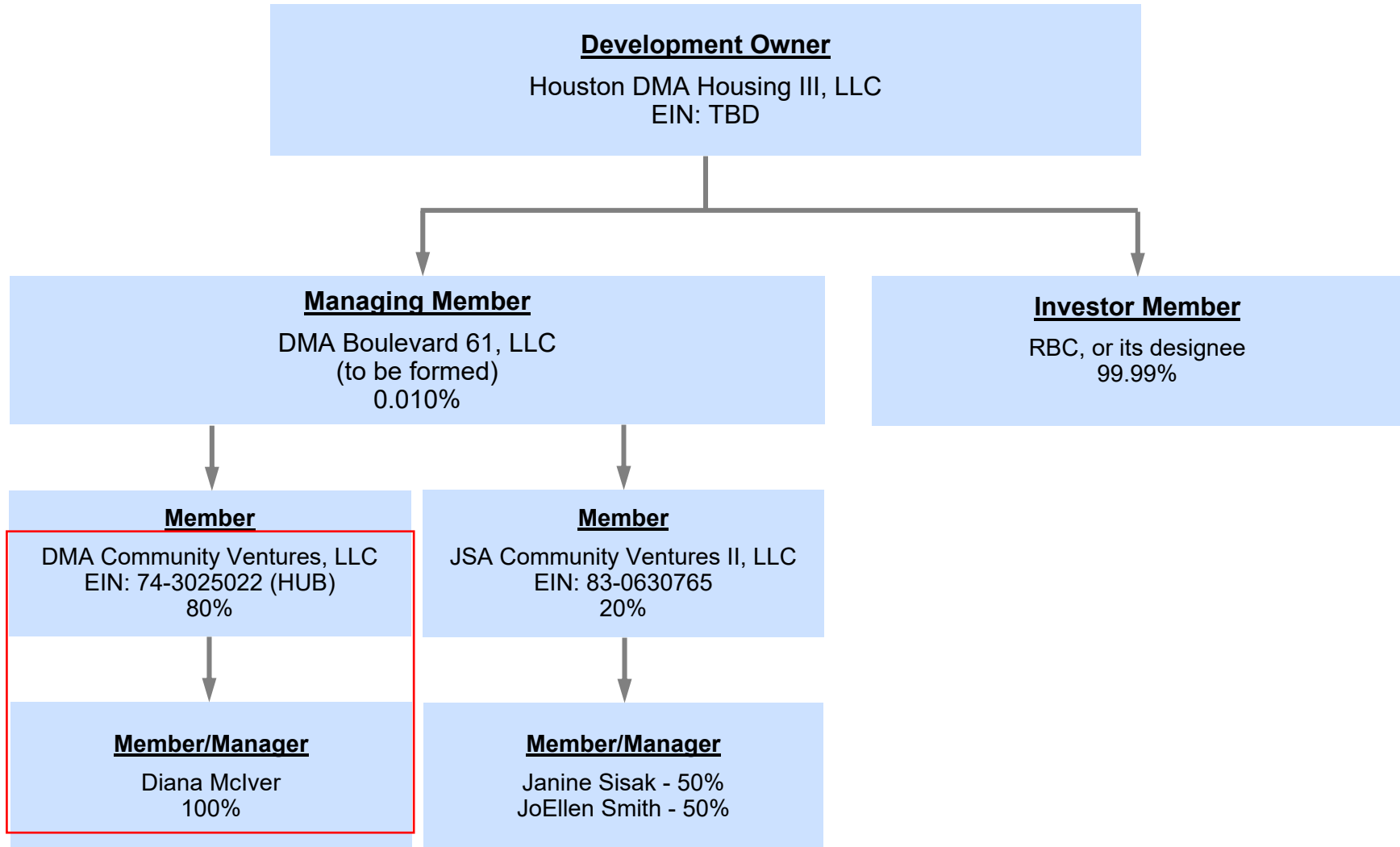
- (A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");
- (B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;
- (C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

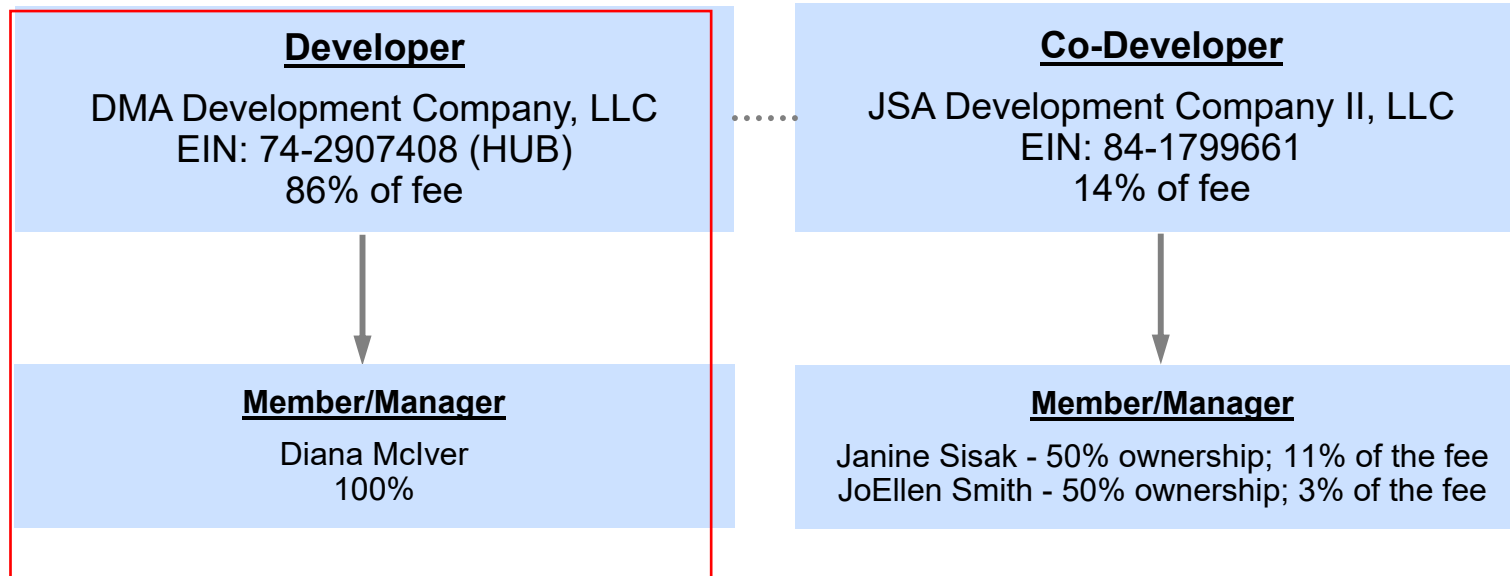


If a revised chart is submitted, include the date of submission!

Organizational Chart of Ownership Entity



Organizational Chart of Developer



Organizational Chart of Guarantor

Guarantor

Diana McIver

Guarantor

DMA Development Company, LLC

List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Applicant Legal Name: Houston DMA Housing III, LLC
 Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746
 Name(s) of Entities the Organization Owns or Controls: This is the applicant and owner of the development
 Organization legally formed? No Date formed: NA Legal Org is or will be: Limited Liability Company
 Previous TDHCA Experience? No Phone: 5123283232 Email: janines@dmacompanies.com

Org. 1

Organization Legal Name: DMA Boulevard 61, LLC Role/Title Managing Member
 Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746
 Name(s) of Entities the Organization Owns or Controls: Houston DMA Housing III, LLC
 Organization legally formed? No Date formed: NA Legal Org is or will be: Limited Liability Company
 Previous TDHCA Experience? No Phone: 5123283232 Email: dianam@dmacompanies.com
 Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes
 List of Sub-Entities or Principals:
 1. DMA Community Ventures, LLC TDHCA Experience: Yes
 2. JSA Community Ventures II, LLC TDHCA Experience: Yes
 3. _____ TDHCA Experience: _____
 4. _____ TDHCA Experience: _____
 5. _____ TDHCA Experience: _____
 6. _____ TDHCA Experience: _____

Org. 2

Organization Legal Name: DMA Community Ventures, LLC Role/Title Member
 Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746
 Name(s) of Entities the Organization Owns or Controls: DMA Boulevard 61, LLC
 Organization legally formed? Yes Date formed: 2/17/2001 Legal Org is or will be: Limited Liability Company
 Previous TDHCA Experience? Yes Phone: 5123283232 Email: dianam@dmacompanies.com
 Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes
 List of Sub-Entities or Principals:
 1. Diana Mclver TDHCA Experience: Yes
 2. _____ TDHCA Experience: _____
 3. _____ TDHCA Experience: _____
 4. _____ TDHCA Experience: _____
 5. _____ TDHCA Experience: _____
 6. _____ TDHCA Experience: _____

Org. 3

Organization Legal Name: JSA Community Ventures II, LLC Role/Title Member
 Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746
 Name(s) of Entities the Organization Owns or Controls: DMA Boulevard 61, LLC
 Organization legally formed? Yes Date formed: 4/20/2018 Legal Org is or will be: Limited Liability Company
 Previous TDHCA Experience? Yes Phone: 5123283232 Email: janines@dmacompanies.com
 Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No
 List of Sub-Entities or Principals:
 1. Janine Sisak TDHCA Experience: Yes
 2. JoEllen Smith TDHCA Experience: Yes
 3. _____ TDHCA Experience: _____
 4. _____ TDHCA Experience: _____
 5. _____ TDHCA Experience: _____
 6. _____ TDHCA Experience: _____

Org. 4

Organization Legal Name: DMA Development Company, LLC Role/Title Developer
 Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746

Name(s) of Entities the Organization Owns or Controls: NA

Organization legally formed? Yes Date formed: 2/18/1999 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: 5123283232 Email: dianam@dmacompanies.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Diana Mclver</u>	2. _____	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.
5

Organization Legal Name: JSA Development Company II, LLC Role/Title Developer

Address: 4101 Parkstone Heights Drive, Ste 310 City: Austin State: TX Zip: 78746

Name(s) of Entities the Organization Owns or Controls: NA

Organization legally formed? Yes Date formed: 4/20/2018 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: 5123283232 Email: janines@dmacompanies.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Janine Sisak</u>	2. <u>JoEllen Smith</u>	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>Yes</u>	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

Full Application

Elected Officials

Elected officials **were identified in the Pre-Application**, and there have been no changes.
(If box above is checked, the rest of the form may be left **BLANK**.)

Elected officials have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

Lizzie Pannill Fletcher 7
**** US Representative** **District**

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

Borris L. Miles 13
State Senator **District**
Not included with Application

~~Support Letter~~

Sylvester Turner
City Mayor

Gene Wu 137
State Representative **District**
Included with Application

Support Letter

Lina Hidalgo
County Judge

Grenita Lathan Houston ISD HISDSuperintendent@HoustonISD.org
School Superintendent **District Name** **Email**
4400 West 18th Street Houston 77092
Address **City** **Zip**

Patricia Allen Patricia.Allen2@houstonisd.org
Presiding officer of Board of Trustees **Email**
4400 West 18th Street Houston 77092
Address **City** **Zip**

<u>Amy Peck</u> City Council Member	<u>A</u> District/Precinct	<u>districta@houstontx.gov</u> Email or Phone
<u>Tarsha Jackson</u> City Council Member	<u>B</u> District/Precinct	<u>districtb@houstontx.gov</u> Email or Phone
<u>Abbie Kamin</u> City Council Member	<u>C</u> District/Precinct	<u>districtc@houstontx.gov</u> Email or Phone
<u>Carolyn Evans-Shabazz</u> City Council Member	<u>District/Precinct</u> District/Precinct	<u>districtd@houstontx.gov</u> Email or Phone
<u>Dave Martin</u> City Council Member	<u>E</u> District/Precinct	<u>districte@houstontx.gov</u> Email or Phone
<u>Tiffany D. Thomas</u> City Council Member	<u>F</u> District/Precinct	<u>districtf@houstontx.gov</u> Email or Phone
<u>Greg Travis</u> City Council Member	<u>G</u> District/Precinct	<u>districtg@houstontx.gov</u> Email or Phone
<u>Karla Cisneros</u> City Council Member	<u>H</u> District/Precinct	<u>districth@houstontx.gov</u> Email or Phone

Elected Officials (Continued)

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Pre-Application

Application Number: 21131

Submitted Date: 1/4/2021 2:45PM

Submitted By: Janine Sisak

Contact Information

Primary Contact: Janine Sisak
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

Phone: 512-328-3232
Email: JanineS@dmacompanies.com

Secondary Contact: Mark Gilbert

Phone: 512-328-3232
Email: MarkG@dmacompanies.com

Consultant Contact:

Phone:
Email:

Development Information

Name of Proposed Entity: Houston DMA Housing III, LLC

Development Name: Boulevard 61

Development Type: New Construction

Secondary Type: None

Previous TDHCA #:

Initial Construction Year:

Units Demolished: 0

Units Reconstructed:

of Non-Contiguous Sites:

of Census Tracts: 1

Target Population: General

Development Address: 6101 Richmond Avenue
Houston, TX 77057

ETJ?: N

County: Harris

Region: 6

Rural/Urban: Urban

Census Tracts: 48201432702

Total LI Units: 94

Total MR Units: 20

Total Units: 114

HTC Request: \$1,500,000.00

Pre-App Fee Due: \$1,140.00

**Has Fee already
been submitted?:** No

Name on Check:

Check Number:

Set-Aside Election: none

Notifications

U.S. Representative: Lizzie Pannill Fletcher

District: 7

State Senator: Joan Huffman

District: 17

State Representative: Gene Wu

District: 137

School Superintendent: Grenita Lathan
School District: Houston ISD
School District Address: 4400 W 18th St.
Houston, TX 77092

Presiding Officer of Board of Trustees: Sue Deigaard
Address: 4400 W 18th St.
Houston, TX 77092

Elected Officials:	Sylvester Turner	Mayor
	Amy Peck	City Council Member
	Tarsha Jackson	City Council Member
	Abbie Kamin	City Council Member
	Carolyn Evans-Shabazz	City Council Member
	Dave Martin	City Council Member
	Tiffany D. Thomas	City Council Member
	Greg Travis	City Council Member
	Karla Cisneros	City Council Member
	Robert Gallegos	City Council Member
	Edward Pollard	City Council Member
	Martha Castex-Tatum	City Council Member
	Mike Knox	City Council Member
	David W. Robinson	City Council Member
	Michael Kubosh	City Council Member
	Letitia Plummer	City Council Member
	Sallie Alcorn	City Council Member
	Lina Hidalgo	County Judge
	Rodney Ellis	County Commissioner
	Adrian Garcia	County Commissioner
	Tom Ramsey	County Commissioner
	R. Jack Cagle	County Commissioner

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15
Rent Levels of Residents: 11
Resident Services: 11
Opportunity Index: 7
Underserved Area: 3
Tenant Populations with Special Housing Needs: 3
Proximity to Jobs: 6
Serve and Support Texans Most in Need Total: 56

Criteria Promoting Community Support and Engagement

**Commitment of Development Funding
by Local Political Subdivision:** 1

Declared Disaster Area: 10

**Community Support and
Engagement Total:** 11

**Criteria Promoting Efficient Use of Limited
Resources and Applicant Accountability**

Financial Feasibility: 26

Cost of Development per Square Foot: 12

Pre-Application Participation: 6

**Leveraging Private, State
and Federal Resources:** 3

Extended Affordability: 4

Historic Preservation: 0

Right of First Refusal: 1

Funding Request Amount: 1

**Efficient Use of Limited Resources
and Applicant Accountability Total:** 53

Point Adjustment:

Total Applicant Self-Score: 137

Do not see
attachment with
accurate mailing
addresses for
notification
recipients

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:

Government Support: 17 points

Quantifiable Community Participation: 4 points

Community Support from a State Representative: 8 points

Input from Community Organizations: 4 points

Concerted Revitalization Plan: 0 points



Attachments and Certifications

Site Control Documentation: [21131 Boulevard 61 Receipted Contract.pdf](#)

Census Tract Map: [21131 Richmond CT Map.pdf](#)

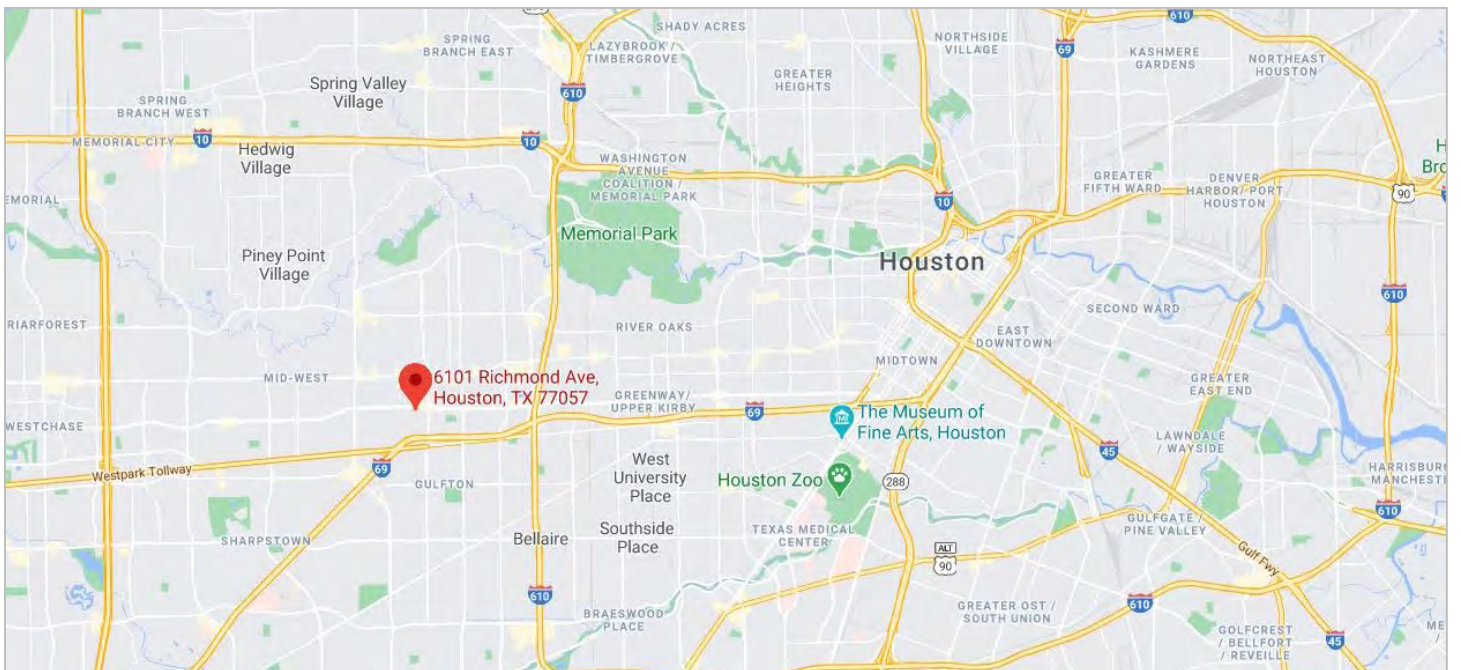
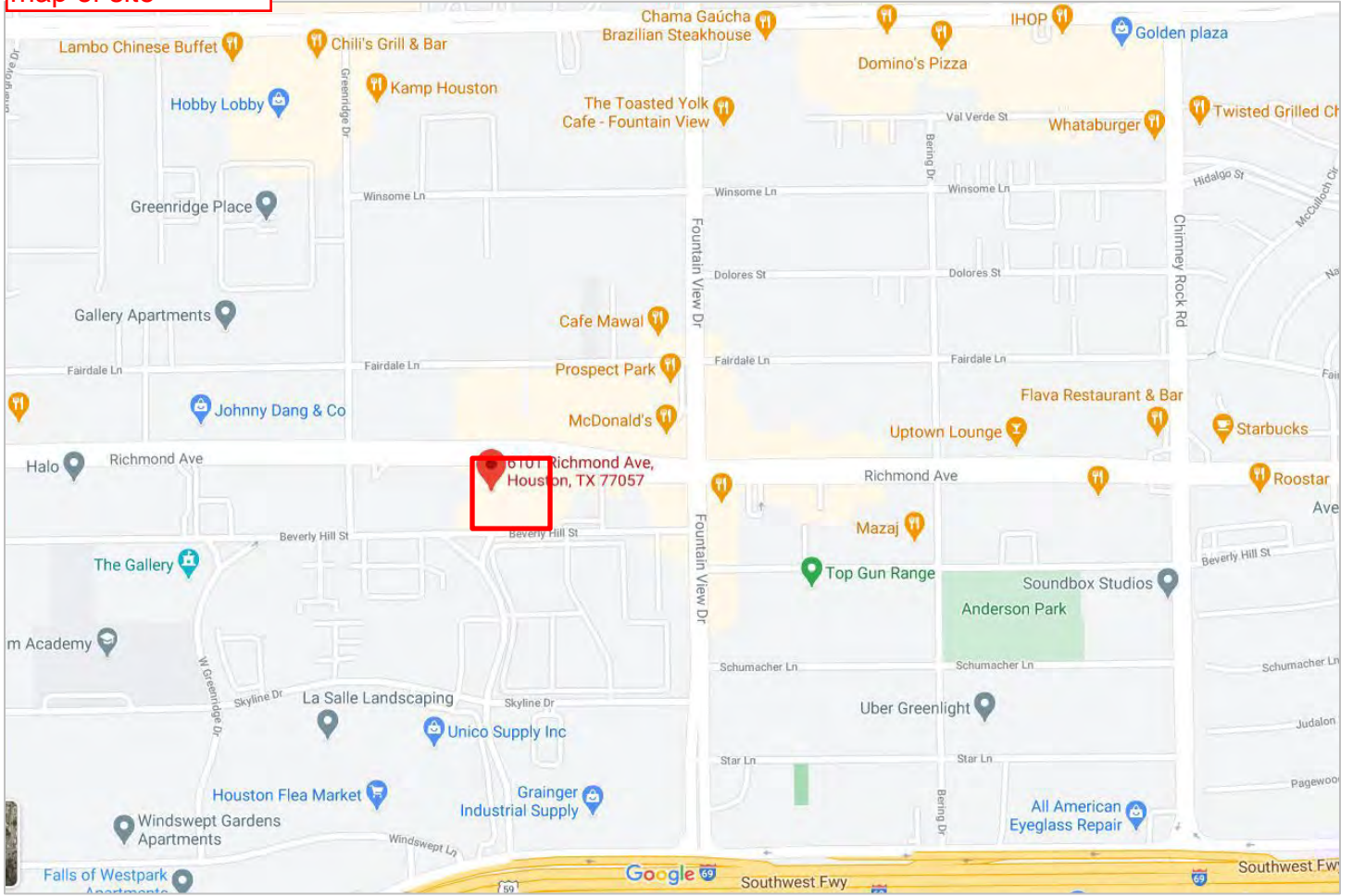
Neighborhood Risk Factors:

Other Pertinent Information:

HOUSTON

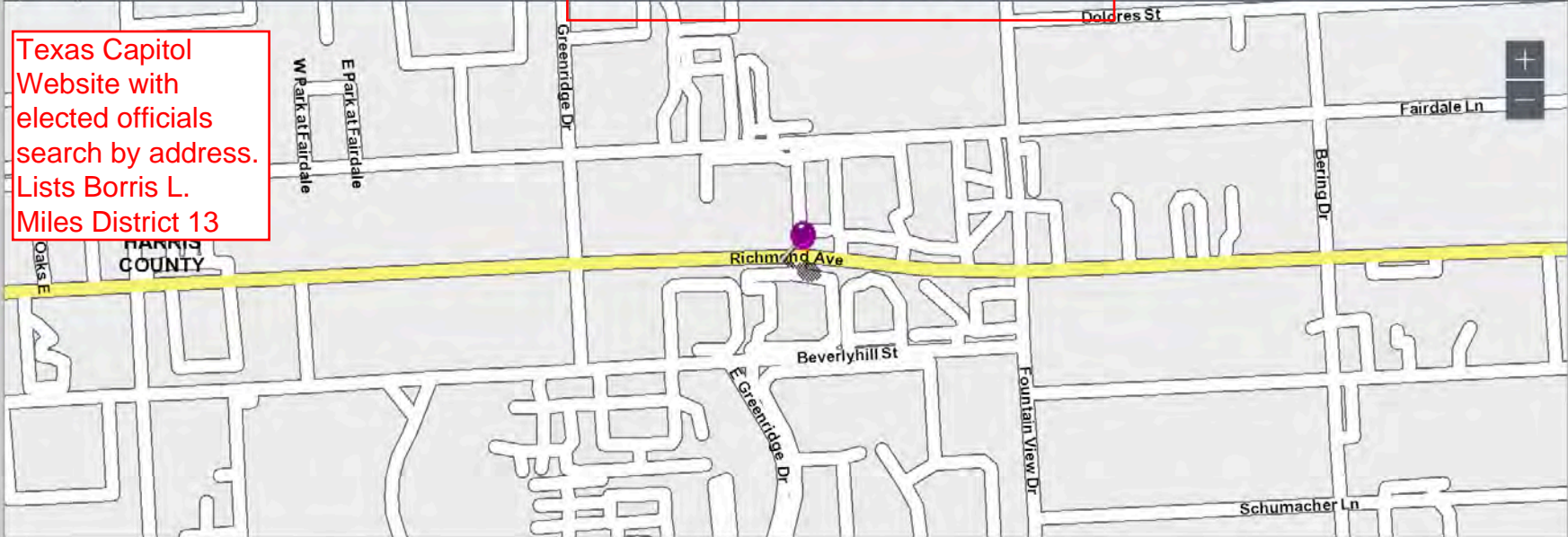
Boulevard 61 Site Location 6101 Richmond Avenue, Houston, TX 77057

Full Application
map of site



6101 Richmond Ave

Texas Capitol Website with elected officials search by address. Lists Borris L. Miles District 13



Congresswoman Lizzie Fletcher
U.S. Congressional District 7

Representative Gene Wu
Texas House District 137

Senator Borris L. Miles
Texas Senate District 13

Mr. Will Hickman
State Board of Education District 6

Senator John Cornyn
U.S. Senate

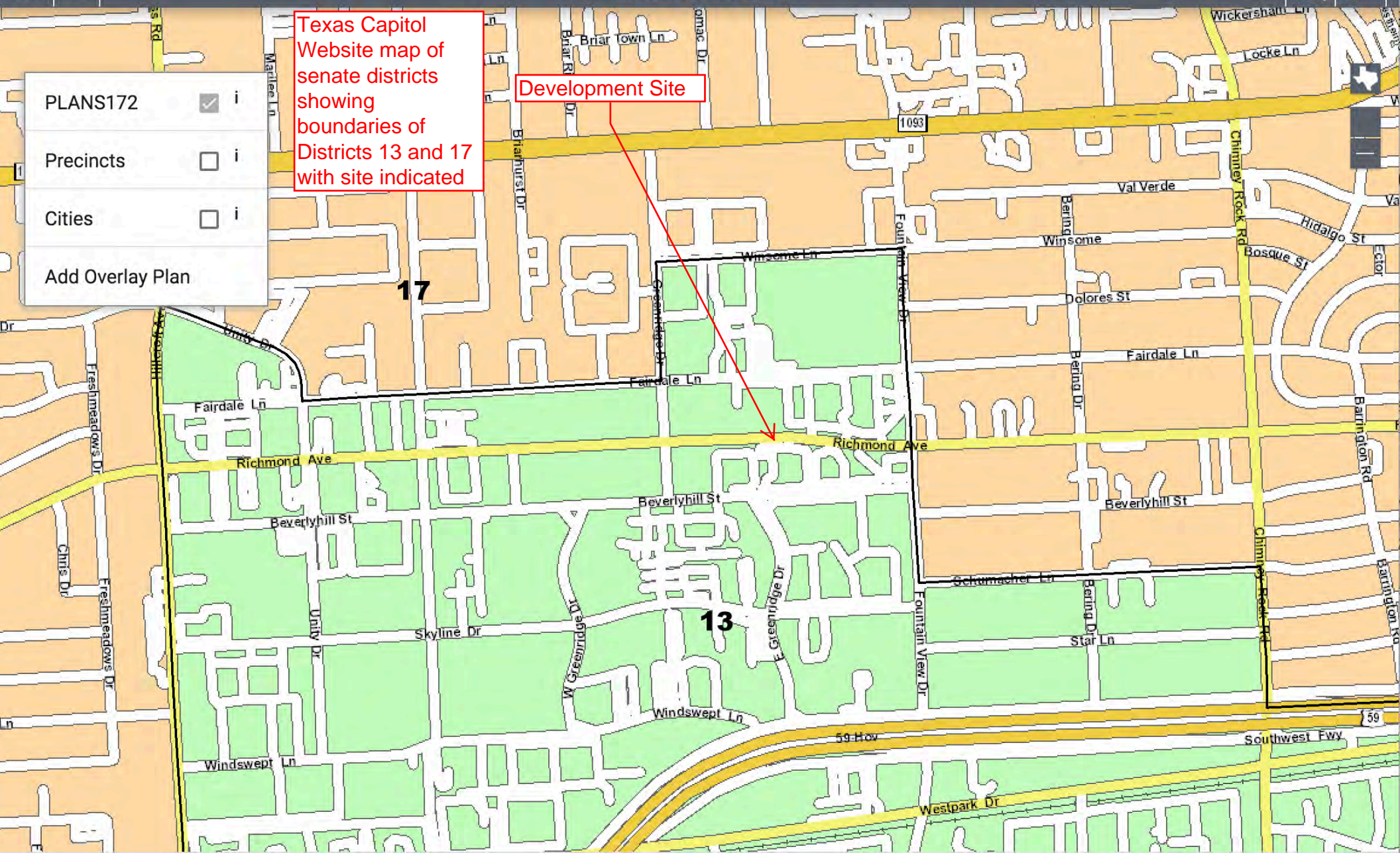
Senator Ted Cruz
U.S. Senate

PLANS172

- PLANS172 i
- Precincts i
- Cities i
- Add Overlay Plan

Texas Capitol Website map of senate districts showing boundaries of Districts 13 and 17 with site indicated

Development Site



Full Application

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

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

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

Application is seeking points for Underserved Area.	Total Points Claimed:	4
--	------------------------------	----------

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

- A. Proximity to the Urban Core**
- Application is *not* in the At-Risk Set-Aside; **AND**
 - Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) **OR**
 - Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)
- OR**
- B. Proximity to Jobs (select one)**
- Application is *not* in the At-Risk *or* USDA Set-Aside; **AND**
 - The Development is located within 1 mile of 16,500 jobs. (6 points)
 - The Development is located within 1 mile of 13,500 jobs. (5 points)
 - The Development is located within 1 mile of 10,500 jobs. (4 points)
 - The Development is located within 1 mile of 7,500 jobs. (3 points)
 - The Development is located within 1 mile of 4,500 jobs. (2 points)
 - The Development is located within 1 mile of 2,000 jobs. (1 point)

Application is seeking points for Proximity to Job Areas	Total Points Claimed:	6
---	------------------------------	----------

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

- Region:
- Application is claiming points for a Concerted Revitalization Plan (CRP). (Up to 7 points).

Full Application Census Tract Map

2020 and 2021 Small DDAs and QCTs

Enter an Address, city, state or tract Go Go

Map Options : Clear | Reset | Full Screen

QCT Legend: — Tract Outline ■ LIHTC Project ■ 2021 Qualified Census Tracts

SADDA Legend: — FMR Boundary — ZCTA Boundary ■ 2021 Small DDA ■ Part DDA ■ Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

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

Click here for full screen map

Select Year
 2021
 2020

QCT for 2021

Tract	4327.02
County	Harris County
State	TX
Status (2021)	
Full Tract Number	48201432702

Map data ©2021 Google



About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50
- HUD Secretary's Awards
- PD&R Careers

Reference

- Bibliographic Database
- Data Sets Reference Guide
- Guidelines for Preparing a Report for Publication

Initiatives

- Aging Research and Resources
- Public Health Research and Resources
- Regulatory Barriers Clearinghouse

Resources

- Disaster Recovery PD&R Toolkit
- Housing Scorecard

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports
- The Edge

More...

- Contact Us
- eBookstore
- HUDUser Archives

Full Application note about points

T	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
TDHCA#	Program Type	Original TDHCA#	Year	Start Approval	Development Name	Project Address	Project City	Project County	Zip Code	LIHTC Amt Available	Total Units	LIHTC Units	Population Served	Appt Phone #	Census Tract	CMTC_ID	Latitude	Longitude	
1322	9% HTC		2007	7/20/2007	Notting Hill Gate Apartments	10014 S. Sam Houston Pkwy	Missouri City	Harris	77071	\$1,093,000	108	108	Elderly	(512) 789-1295	48201422600	4482	N29 38 1126	W95 31 6792	
1328	9% HTC	07204	2008	11/13/2008	Notting Hill Gate Apartments	10014 S. Sam Houston Pkwy	Missouri City	Harris	77071	\$281,190	9	9	Elderly	(512) 789-1295	48201422600	4482	N29 38 1126	W95 31 6792	
1324	9% HTC		2020	7/23/2020	Ella Grand	2077 S. Gessner Road	Houston	Harris	77063	\$1,500,000	145	115	Elderly		48201431101		29 742514	-95 538234	
1326	4% HTC		2005	11/10/2005	Coral Hills Apartments	6363 Beverly Hill Street	Houston	Harris	77057	\$214,140	174	173	General	334-954-4458	48201432701	4311	N29 43 822	W95 29 747	
1326	9% HTC		2020	7/23/2020	Richmond Senior Village	5615 Richmond Avenue	Houston	Harris	77057	\$1,500,000	125	100	Elderly	(713) 432-7727	48201432702		29 731445	-95 477303	
1327	9% HTC		2018	7/26/2018	New Hope Housing Dale Carnegie	Boulevard	Houston	Harris	77036	\$1,500,000	170	170	Supportive Housing	(713) 222-0290	48201432801	5389	29 716558	-95 507889	
1328	9% HTC		2020	7/23/2020	New Hope Housing Savoy	6301 Savoy Drive	Houston	Harris	77036	\$1,471,869	120	120	Supportive Housing	(713) 222-0290	48201432801		29 715297	-95 504191	
1326	9% HTC		2013	7/25/2013	Lafayette Plaza	NEC of Clewwood Drive and Borhomme Road	Houston	Harris	77036	\$1,428,022	122	98	Elderly	(713) 334-5808	48201432802	4929	N29 47 34 9491	W95 30 74 8049	
1330	4% HTC		2017	12/14/2017	Vista on Gessner	6005 6525 S. Gessner Road	Houston	Harris	77036	\$3,499,967	805	805	General	(972) 769-2002	48201432902	5325	N29 42 699	W95 32 294	
1331	9% HTC		2001	7/17/2001	Town Park Townhomes	9950 Town Park Drive	Houston	Harris	77038	\$973,890	160	160	Elderly	(713) 721-8702	48201433001	404	N29 42 759	W95 33 361	
1332	9% HTC		1996	1/9/96	Sovereign Apartments	9888 United Drive	Houston	Harris	77036	\$1,138,000	209	209	General	(281) 363-8765	48201433003	1613	N29 42 500	W95 33 331	
1333	4% HTC		2003	11/14/2003	Salle Hall Apartments	8565 W Sam Houston Pkwy	Houston	Harris	77036	\$920,281	278	278	General	(713) 334-5808	48201433501	3435	N29 41 220	W95 33 287	
1334	9% HTC	08140	2008	7/31/2008	Premier on Woodlark	9502 Woodlark Dr.	Houston	Harris	77036	\$1,200,000	408	390	General	(512) 338-2213	48201433502	4625			
1335	9% HTC		2019	7/25/2019	Biswest Apartments	12976 Westholmer Road	Houston	Harris	77077	\$1,500,000	120	100	General		48201451402	5494	29 736822	-95 61628	
1336	9% HTC		2010	12/17/2010	The Orchard at Westchase	3802 Rodgenale Rd.	Houston	Harris	77042	\$1,517,087	153	153	Elderly	(713) 223-1864	48201452202	4812	N29 43 129	W95 33 792	
1337	9% HTC		1993	1993	Park Village Apartments, Ph I	14100 Rio Bonito Rd.	Houston	Harris	77083	\$865,814	168	168	General	(281) 727-4000	48201452600	1165	N29 42 470	W95 38 293	
1338	9% HTC		1993	1993	Park Village Apartments, Ph II	14100 Rio Bonito Rd.	Houston	Harris	77083	\$740,680	144	144	General	(281) 727-4000	48201452600	1166	N29 42 462	W95 38 208	
1339	9% HTC		2010	7/29/2010	Golden Bamboo Village III	(of Synott Rd. & Bellare Rd.)	Houston	Harris	77083	\$1,611,321	130	130	Elderly	(281) 495-8936	48201452600	4748	N29 42 312	W95 36 76	

Properties have been sorted by Census Tract Number. Database confirms no other LIHTC properties other than Richmond Senior Village. (database here as of Nov 5, 2020)

We are electing 4 points under the underserved category in case Richmond Senior Village returns its 2020 credits prior to the TDHCA awarding 2021 credits. Should Richmond Senior Village not return its 2020 credits prior to that time and/or staff determines that this application is not eligible for 4 points, we respectfully request 3 points under Section 11.9(b)(5)(g). Back up for this point election is also provided herein pursuant to Section 11.1(d)(2) which states: "If an Applicant claims points for a scoring item, but provides supporting documentation that would support fewer points for that item, staff would treat this as an inconsistency and issue an Administrative Deficiency which will result in a correction of the claimed points to align with the provided supporting documentation."

21131

Boulevard 61

21136

Oaklawn Place

21243

Metro Lofts

LEGACY MULTIFAMILY DEVELOPMENT, LLC

April 30, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

Re: Oaklawn Place
5717-5725 Sadler Circle
Dallas, Texas 75235
TDHCA Application #:21136

Metro Lofts
2133-2137 & 2221 Empire Central Dr.
Dallas, Texas 75235
TDHCA Application #:21243

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Applications. Both of these applications are in the same census tract; although, I did not see that this was clearly identified in the Application Logs and Deconcentration Factors previously published by TDHCA (see following pages).

Under §11.3(g), One Award per Census Tract Limitation, *“the lower scoring Application(s), including consideration of tie breakers, will be considered ineligible and will not be reviewed unless the higher scoring Application is terminated or withdrawn.”* This does not seem to indicate the same Target Population is considered and it should not be a factor. Although this may have been previously identified in TDHCA’s review of the applications, I did not see this identified in the worksheet. Under this section of the QAP, it would seem that Application #21136 would be the winner in a tie-breaker situation, based on the distance to the next closest tax credit development in the past fifteen years considering the same Target Population (see following pages).

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review this item and consider this factor in the two tax credit applications reviewed and awarded. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,



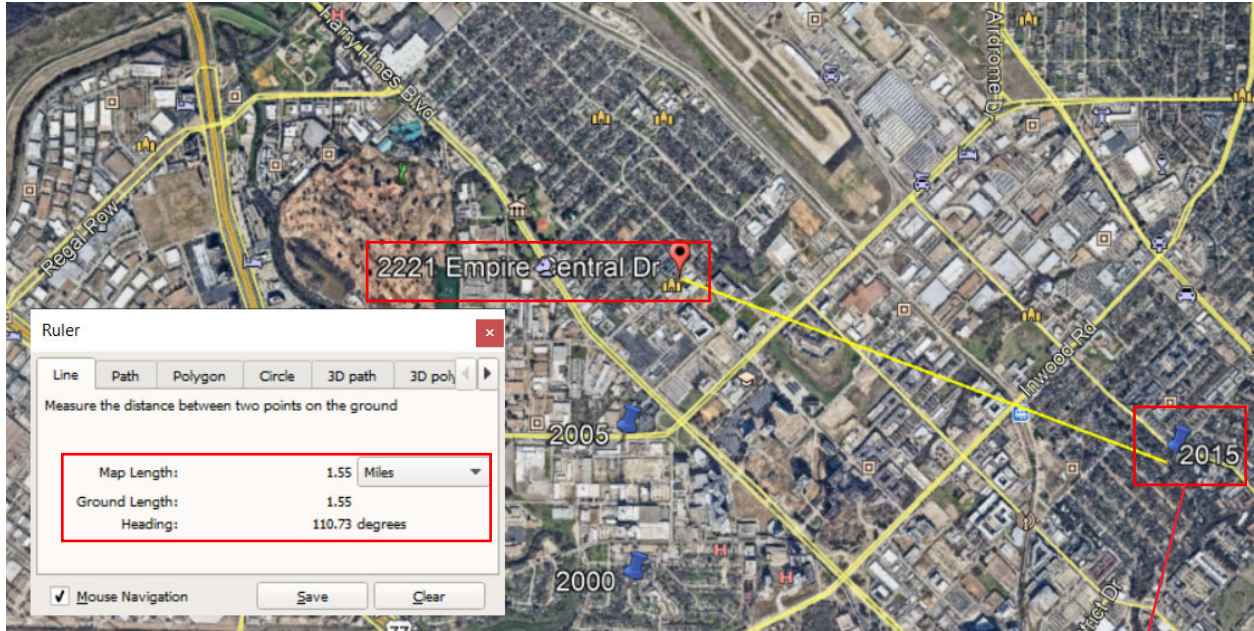
Jack Traeger
Managing Member, Legacy Multifamily Development, LLC

	A	B	C	D	E	F
1	Deconcentration Factors					
2						
3						
4	21292		2 mi same year (21038)			
5	21081		2 mi same yr (21310)			
6	21087		2 mi same yr (21044, 21127, 21181)			
7	21202		2 mi same yr (21243, 21136)			
8	21004		2 mi same yr (21209, 21124)			
9	21148		2 mi same yr (21010)			
10	21058		2 mi same yr (21195)			
11	21007		2 mi same yr (21285, 21263)			
12	21015		2 mi same yr (21109, 21125)			
13	21053		2 mi same yr (21182, 21125)			
14	21061		2 mi same yr (21242, 21285, 21263, 21077)			
15	21078		2 mi same yr (21007, 21285, 21263)			
16			1 award/census tract (21007)			
17	21109		2 mi same yr (21015, 21125)			
18	21136		2 mi same yr (21202, 21203, 21243)			
19			1 award/census tract (21243, 21203)			
20	21181		2 mi same yr (21044, 21087, 21127)			
21	21243		2 mi same yr (21203, 21202)			
22			1 award/census tract (21203)			
23	21286		2 mi same yr (21215, 21211)			
24						
25						
26						
27						
28						

Same Census Tract

57	Region 3/Urban																											
58	21144	Mariposa Apartment Hoi	Near the NWC of W Plano	75093	Collin	3	Urban	NC	108	72	180	Elderly	\$1,500,000	Zachary Krochtengel	48083031649	####	17	4	-8	0	4	0	156					
59	21145	Mariposa Apartment Hoi	4.5 Acres Near the N Plano	75024	Collin	3	Urban	NC	108	72	180	Elderly	\$1,500,000	Stuart Shaw	48085031656	####	17	4	0	8	4	0	172					
60	21208	Parmore Jupiter Road	SWQ of E Parker Rd Plano	75074	Collin	3	Urban	NC	80	20	100	Elderly	\$1,411,815	Payton Mayes	48085030112	####	17	4	0	8	4	0	171					
61	21202	Residences at Butler	2411 Butler St & 24 Dallas	75235	Dallas	3	Urban	NC	82	20	102	General	\$0	Gary Lacey	48113000401	####							Withdrawn					
62	21136	Oaklawn Place	5717-5725 Sadler C Dallas	75235	Dallas	3	Urban	X NC	84	0	84	Elderly	\$1,448,770	Victor Smeltz	48113000406	####	17	4	8	0	4	7	171					
63	21243	Metro Lofts	2133-2137 & 2221 Dallas	75235	Dallas	3	Urban	NC	75	14	89	General	\$1,500,000	Matthew Rieger	48113000405	####	17	4	0	8	4	0	171					
64	21081	Kiva East	SWQ East Side Ave t Dallas	75226	Dallas	3	Urban	NC	71	16	87	General	\$1,500,000	Lisa Stephens	48113001502	####	17	4	0	8	4	7	172					
65	21139	Cypress Creek Apartment	11520 North Centra Dallas	75243	Dallas	3	Urban	NC	103	86	189	General	\$1,500,000	Zachary Krochtengel	48113007805	####	17	4	-8	0	4	0	155					
66	21004	Skyline at Cedar Crest	2720 East Kiest Blvd Dallas	75216	Dallas	3	Urban	X NC	85	22	107	General	\$1,500,000	Eleanor M.C. Fannin	48113008603	####	17	4	8	0	4	7	171					
67	21149	Residences at Alpha	5353 Alpha Road Dallas	75240	Dallas	3	Urban	NC	80	20	100	Elderly	\$1,500,000	Gary Lacey	48113013626	####	17	4	8	0	4	0	172					
68	21181	The Heights at MacArthur	400 S. MacArthur Bl Irving	75060	Dallas	3	Urban	NC	76	0	76	General	\$1,500,000	Adrian Iglesias	48113014901	####	17	4	8	0	4	7	171					
69	21087	The Versia	NWC Grove St and S Irving	75060	Dallas	3	Urban	NC	78	0	78	Elderly	\$1,500,000	Sally Gaskin	48113015306	####	17	4	8	0	4	0	172					
70	21093	Parkside on Carrier	1217 S. Carrier Park Grand Prairie	75051	Dallas	3	Urban	NC	38	0	38	Elderly	\$782,000	Brian Kimes	48113016201	####	17	4	8	0	4	0	171					
71	21015	Embree Eastside	1010 State Hwy 66 Garland	75040	Dallas	3	Urban	NC	80	27	107	General	\$1,500,000	Thomas E. Huth	48113018203	####	17	4	0	8	4	0	171					
72	21109	The Residence at Sycamore	701 Dairy Rd Garland	75040	Dallas	3	Urban	NC	60	0	60	Elderly	\$1,158,455	Matt Gillam	48113018204	####	17	4	0	8	4	0	171					
73	21053	Reserve at Shiloh	1102 N Shiloh Road Garland	75042	Dallas	3	Urban	NC	74	32	106	General	\$1,260,000	Brian McGeady	48113018900	####	17	4	0	8	4	7	171					
74	21291	The Legacy in Denton	4298 E McKinney St Denton	75208	Denton	3	Urban	NC	189	43	232	General	\$1,500,000	Melissa Fisher	48121021405	####	17	4	8	0	4	0	166					
75	21007	Retta Street Lofts	2904 East Belknap St Fort Worth	76111	Tarrant	3	Urban	X NC	63	7	70	Elderly	\$1,095,000	Eleanor M.C. Fannin	48439101202	####	17	4	8	0	4	7	171					
76	21078	Clifton Riverside	2400 Block of E Bell Fort Worth	76111	Tarrant	3	Urban	NC	79	15	94	General	\$1,500,000	Matt Gillam	48439101202	####	17	4	0	0	4	7	163					
77	21263	Crossroads Apartments	Approx. 1105 E. Lan Fort Worth	76102	Tarrant	3	Urban	X NC	61	7	68	SH	\$928,630	Don Shisler	48439101700	####	17	4	8	0	4	7	170					
78	21286	Blue Sky at Hawks Creek	6660 Hawks Creek / Westworth Village	76114	Tarrant	3	Urban	NC	102	18	120	Elderly	\$1,500,000	Scott Macdonald	48439110600	####	17	4	0	8	4	0	171					
79	21215	Torrington Silver Creek	NWQ Silver Creek a White Settlement	76108	Tarrant	3	Urban	NC	85	11	96	General	\$1,500,000	Payton Mayes	48439110701	####	17	4	0	8	4	7	170					
80	21061	Magnolia Lofts	300 E Magnolia Ave Fort Worth	76104	Tarrant	3	Urban	NC	60	7	67	General	\$1,500,000	Jason Arechiga	48439123500	####	17	4	0	8	4	7	171					
81	Estimated Amount Available		\$16,859,464	Elderly Max		\$6,947,785											Total HTCs Requested	\$29,084,670										

21243 - Metro Lofts distance to closest HTC
Same Target Population



21149

Residences at Alpha

PARMORE JUPITER ROAD, LP

March 15, 2021

By Email to bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: #21149; Residences at Alpha, Dallas, Dallas County, Texas;
Request for Administrative Deficiency (RFAD).

Dear Mr. Wilkinson:

It has come to our attention that Competitive Housing Tax Credit Application #21149 (“Residences at Alpha”) has failed to demonstrate appropriate Site Control as defined in Section 11.1(d)(118) of the 2021 Qualified Allocation Plan (“QAP”). As a direct competitor for 9% Tax Credits in the pertinent Subregion, we request that the TDHCA Staff consider whether an Administrative Deficiency should be issued. The undersigned has no involvement in Residences at Alpha.

The Pre-Application submitted for the Application states that the project is located in Region 3 Urban at 5353 Alpha Road, Dallas, Dallas County, Texas 75240. The site described in the Agreement of Purchase and Sale supplied with the Pre-Application is approximately 1.50 acres located at 1221 Conrad Sauer Drive, Houston, Harris County, Texas. (Copy of Agreement of Purchase and Sale is attached).

The error of attaching an irrelevant Agreement of Purchase and Sale means that competitors in Region 3 Urban were denied the opportunity to evaluate the proposed site’s status. This means that the purpose of the Pre-Application process has been thwarted in connection with Residences at Alpha and the six (6) points for Pre-Application Participation should be denied.

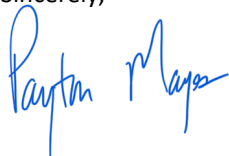
Images of the full 9% applications have not yet been posted to the TDHCA’s website. We request that Staff review the full application for Residences at Alpha to determine whether the site referenced is in Houston or in Dallas.

1. If the Agreement of Purchase and Sale is shown to be for property in Houston, then we request that the Application be terminated, due to its ineligibility for tax credits allocated to Region 3 Urban.

2. If the Agreement of Purchase and Sale shown in the Full Application is for property located at 5353 Alpha Road in Dallas, then we request that the Staff deny the six (6) points claimed for Pre-Application Participation due to the failure to demonstrate Site Control for property in Region 3 Urban as part of the Pre-Application.

Thank you for your consideration of this request. If you have any questions, please feel free to call the undersigned at 917-597-8300.

Sincerely,



Payton Mayes
Parmore Jupiter Road, LP

cc: Alena Morgan, Administrator, 9% Competitive Housing Tax Credit Program
Marni Holloway, Director of Multifamily Finance

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Application Number: 21149

Submitted Date: 1/8/2021 4:04PM

Submitted By: Gary Lacey

Contact Information

Primary Contact: Gary Lacey
675 Town Square Blvd, Bldg 1A, Suite 200
Rowlett, TX 75088
Phone: 972-815-5500
Email: glacey@nurock.com

Secondary Contact: Christian Garcia
Phone: 678-862-5941
Email: cgarcia@nurock.com

Consultant Contact:
Phone:
Email:

Development Information

Name of Proposed Entity: Alpha Dallas Housing Partners, LP
Development Name: Residences at Alpha
Development Type: New Construction
Secondary Type: None
Previous TDHCA #:
Initial Construction Year:
Units Demolished: 0
Units Reconstructed: 0
of Non-Contiguous Sites: 0
of Census Tracts: 1
Target Population: Elderly
Development Address: 5353 Alpha Rd
Dallas, TX, TX 75240
ETJ?: N
County: Dallas
Region: 3
Rural/Urban: Urban
Census Tracts: 48113013626
Total LI Units: 80
Total MR Units: 20
Total Units: 100
HTC Request: \$1,500,000.00
Pre-App Fee Due: \$1,000.00
Has Fee already been submitted?: Yes
Name on Check: Nurock Construction Services, LLC
Check Number: 628
Set-Aside Election: none

Notifications

U.S. Representative: Kenny Marchant
State Senator: Nathan Johnson
State Representative: John Turner
District: 24
District: 16
District: 114

School Superintendent: Michael Hinojosa
School District: Dallas ISD
School District Address: 9400 N Central Expy
Dallas, TX 75231

Presiding Officer of Board of Trustees: Justin Henry
Address: 5151 Samuell Blvd
Dallas, TX 75228

Elected Officials: Eric Johnson
Chad West
Adam Medrano
Casey Thomas II
Carolyn King Arnold
Jaime Resendez
Omar Narvaez
Adam Bazaluda
Tennell Atkins
Paula Blackmon
Adam McGough
Lee Kleinman
Cara Mendelsohn
Jennifer Staubach Gates
David Blewett
Theresa Daniel
J.J. Koch
John Price
Elba Garcia
Clay Jenkins

Mayor
City Council Member
Mayor Pro Tem
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
Mayor Pro Tem
City Council Member
City Council Member
City Council Member
City Council Member
County Commissioner
County Commissioner
County Commissioner
County Judge

Neighborhood Organizations: North Dallas Neighborhood Alliance
15746 Covewood Circle
Dallas, TX 75248

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15
Rent Levels of Residents: 11
Resident Services: 11
Opportunity Index: 7
Underserved Area: 5
Tenant Populations with Special Housing Needs: 3
Proximity to Jobs: 6
Serve and Support Texans Most in Need Total: 58

Criteria Promoting Community Support and Engagement

Commitment of Development Funding
by Local Political Subdivision: 1

Declared Disaster Area: 10

Community Support and
Engagement Total: 11

**Criteria Promoting Efficient Use of Limited
Resources and Applicant Accountability**

Financial Feasibility: 26

Cost of Development per Square Foot: 12

Pre-Application Participation: 6

Leveraging Private, State
and Federal Resources: 3

Extended Affordability: 4

Historic Preservation: 0

Right of First Refusal: 1

Funding Request Amount: 1

Efficient Use of Limited Resources
and Applicant Accountability Total: 53

Point Adjustment:

Total Applicant Self-Score: 139

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:

Government Support: 17 points

Quantifiable Community Participation: 4 points

Community Support from a State Representative: 8 points

Input from Community Organizations: 4 points

Concerted Revitalization Plan: 0 points

Attachments and Certifications

Site Control Documentation: [5353 Alpha - FULLY Executed PSA 12-18-20 r.pdf](#)

Census Tract Map: [Alpha CT.pdf](#)

Neighborhood Risk Factors:

Other Pertinent Information:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is by and between Douglas Eschberger ("**Seller(s)**") and NUROCK ACQUISITIONS, LLC, a Texas Limited Liability Company ("**Purchaser**") and/or assigns.

RECITALS

WHEREAS, Seller is the owner of certain property, being a 1.50-acre tract located 1221 Conrad Sauer Dr, Houston, TX in Harris County, Texas being more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**"). The Land shall be further delineated by a survey as described within Section 3.3 of this Agreement; the New Survey, when completed, will supersede the legal description and depictions shown in Exhibit A; and

WHEREAS, Purchaser and Seller desire to set forth their agreements concerning the terms and conditions pursuant to which Seller will sell to Purchaser and Purchaser will buy from Seller the "Property" (as defined herein).

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

ARTICLE 1

PROPERTY/PURCHASE PRICE

1.1 Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the "**Property**"):

(a) The Land, together with all of Seller's right, title and interest in and to (i) all improvements owned by Seller, and located thereon, including installations and other improvements of every kind now or hereafter in, on, over and under the Land; and (ii) all water, water rights, sanitary sewer and any other rights to use and appropriate water from or relative to the Land or to discharge sewerage from the Land, if any;

(b) All right, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue within or adjoining the Land, and all right, title and interest of Seller (whether now or hereafter existing) in and to any award made or to be made as a result or in lieu of condemnation, and in and to any award for damage to the Property or any part thereof by reason of casualty;

(c) All right, title and interest of Seller in and to all permits, licenses, approvals, contract rights and development rights issued in connection with or pertaining to the Property and all right, title and interest of Seller in and to all existing surveys, plats, blue prints, drawings, soil tests, environmental reports, utility information, traffic studies, tax information, animal, tree and plant reports, appraisals and market studies and other

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documentation for or with respect to the Property or any part thereof (collectively, the “**Intangible Property**”); and

(d) all easements, privileges, benefits, surface and subsurface mineral rights and other appurtenances to the Land.

1.2 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is THREE MILLION DOLLARS (**\$3,000,000.00**) to be paid as follows: (a) the “Earnest Money Deposits” and “Additional Earnest Money” (as defined herein) that shall have been made by Purchaser prior to Closing and that shall be applied against the Purchase Price; (b) the “Extension Fees” (as defined herein), if any, that may have been paid by Purchaser prior to Closing and that shall be applied against the Purchase Price; and (c) the remaining balance of the Purchase Price shall be payable at Closing or any extension thereof in immediately available federal funds.

1.3 Earnest Money Deposits. Within ten (10) business days after the Effective Date, Purchaser shall deposit Fidelity National Title Group, National Commercial Services-Houston Attn: Sam Smith, SVP Ph: 7139860769 direct Email: samsmith@fnf.com (“**Title Company**”) by wire transfer of immediately available federal funds to be held by the Escrow Agent, the amount of Twenty Five Thousand Dollars and no cents (\$25,000.00) as earnest money (such amount, together with any interest earned thereon, is referred to herein as the “**Initial Earnest Money**”). The Initial Earnest Money, and, if applicable (and as hereinafter defined), the Additional Earnest Money, the Closing Earnest Money and the Additional Closing Period Earnest Money, are referred to as the “**Earnest Money Deposits.**” The Earnest Money Deposits are applicable to the purchase price of the property at closing. The Title Company will deposit the Initial Earnest Money in an interest-bearing account, and Purchaser will be entitled to receive all interest earned thereon.

(a) In the event that Purchaser shall not make any installments of Earnest Money deposits and/or Additional Earnest Money deposits on or before the applicable dates specified in this Section 1.3 and Section 2.2 of this Agreement, then Purchaser shall be automatically deemed to have terminated this Agreement without the necessity of any further action on the part of Purchaser, in which event: (i) Escrow Agent shall return to Purchaser all of the Earnest Money Deposits previously made by Purchaser; and (ii) neither party shall have any other rights or obligations hereunder except as expressly specified herein.

1.4 Escrow Agent.

(a) Escrow Agent shall hold possession of, keep, deliver and dispose of the Earnest Money Deposits subject to the terms and conditions of this Agreement and shall otherwise deal with the parties hereto fairly and impartially according to the intent of the parties as herein expressed; provided, however, that Escrow Agent shall not be deemed to be a party to this Agreement except for its obligations hereunder as Escrow Agent for the purposes of holding the Earnest Money Deposits. Escrow Agent shall be entitled to rely in good faith at all times on instructions, notices, communications or orders

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given by Seller and/or Purchaser, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

(b) Escrow Agent is a stakeholder only and shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Seller and Purchaser agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements which may be incurred by Escrow Agent in connection with its acting as Escrow Agent or the performance of its duties hereunder, including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof; provided, however, that if Escrow Agent shall be determined to have acted in willful default or with gross negligence, then, in such event, Escrow Agent shall bear all such losses, claims, damages and expenses.

(c) In the event of a dispute between Purchaser and Seller under this Agreement sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money Deposits and all other money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon be discharged from all additional duties under this Agreement.

(d) It is further understood and agreed by Seller and Purchaser that if, as a result of any disagreement between them or adverse claims and demands being made by any of them upon Escrow Agent, or if Escrow Agent otherwise shall become involved in any litigation with respect to the disbursement of the Earnest Money Deposits, such parties agree that they, jointly and severally, are and shall be liable to Escrow Agent and shall reimburse Escrow Agent on demand for all costs, expenses and counsel fees it shall incur or be compelled to pay by reason of such litigation.

1.5 Release of Initial Escrow If, on or before March 31, 2021, Purchaser has elected to terminate the Agreement or is deemed to have terminated the Agreement pursuant to the terms hereof, the Initial Earnest Money will be released and returned to purchaser.

If however, at the sole discretion of the purchaser, the Purchaser elects to move forward through the Feasibility Period and gives a Notice to Proceed (as defined below), the Escrow Agent will release the \$25,000.00 Initial Earnest Money deposit, to Seller as non-refundable except in the event of seller default, and applicable to Purchase Price at Closing. All funds released or required pursuant to the terms hereof to be released to Seller shall be referred to herein as the "**Released Funds.**" For the avoidance of doubt, attached to this Agreement as Exhibit B is a schedule for the deposit and release of the Earnest Money Deposits.

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ARTICLE 2

INSPECTION

2.1 Inspection Period. From the Effective Date through March 31, 2021 (the “**Inspection Period**”), Purchaser may inspect the Property and conduct surveys, tests, soil and environmental studies, and any other studies, tests and surveys contemplated by this Agreement and otherwise as may be necessary or required in determining that the Property may be developed for Purchaser’s intended use and that the Property is in all respects satisfactory to Purchaser, in its sole discretion. It is specifically understood and agreed that, within the Inspection Period, Purchaser may approve or disapprove of the Property for any reason whatsoever.

If Purchaser determines during the Inspection Period that the Property is unsuitable for its purposes, then any time prior to 5:00 P.M. Eastern Time on the last day of the Inspection Period, Purchaser can notify Seller and Escrow Agent in writing that it has elected to terminate this transaction (such notice is referred to herein as the “**Termination Notice**”), and the parties hereto shall be relieved of all liabilities and obligations under this Agreement, except those that expressly survive hereunder, and the Initial Earnest Money, and any and all interest earned thereon, shall be delivered by Escrow Agent to Purchaser, or Purchaser may elect to proceed to the Feasibility Period by giving Seller and Escrow agent written notice that it is electing to do so (such notice is referred to herein as a “**Notice to Proceed**”). If Purchaser delivers neither a Termination Notice nor a Notice to Proceed by the end of the Inspection Period, Purchaser shall be deemed to have given a Termination Notice.

2.2 Feasibility Period. If Purchaser delivers a Notice to Proceed and if Purchaser deposits Twenty Five Thousand Dollars & No/100 Cents (\$25,000.00) with the Title Company on or before April 1, 2021 (such payment shall be known as the “**Additional Earnest Money**”), Purchaser may extend the Inspection Period until September 27, 2021 (the “**Feasibility Period**”). The Additional Earnest Money, to the extent paid, shall be nonrefundable to Purchaser except in the event of seller default, and released to the Seller on April 16, 2021, but shall apply to the Purchase Price. If Purchaser determines during the Feasibility Period that the Property is unsuitable for its purposes, Purchaser can notify Seller and Escrow Agent in writing that it has elected to terminate this transaction, and the parties hereto shall be relieved of all liabilities and obligations under this Agreement. If the termination occurs any time prior to 5:00 P.M. Central Time on or before April 15, 2021, Seller shall retain the Initial Earnest Money, and the Additional Earnest Money shall be delivered by Escrow Agent to Purchaser. If the termination occurs any time after 5:00 P.M. Central Time on April 15, 2021, Seller shall retain both the Initial Earnest Money and the Additional Earnest Money.

2.3 Continued Right of Access for Inspection. During the Inspection Period and at all times prior to Closing or any extension thereof, Purchaser, its agents, employees, contractors, subcontractors and representatives shall have reasonable access to the Property for the purpose of performing its due diligence as required by Section 2.1 hereof and otherwise to conduct surveys, architectural, engineering, geotechnical, and

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environmental inspections and tests, feasibility studies, soil tests, borings and any other inspections, studies, reports or tests reasonably required by Purchaser. Purchaser agrees that if the Property is disturbed during any testing, Purchaser shall be responsible for having the Property restored to a condition substantially similar to its original condition. Purchaser shall give reasonable advance notice to Seller before going onto the Property to perform any such inspections and tests.

2.4 Due Diligence Indemnity. Purchaser shall keep the Property free and clear of any liens and does hereby indemnify, defend and hold Seller harmless from and against any and all claims and liabilities asserted against Seller or the Property as a result of (a) any injury or damage to person or property caused at any time after the date of this Agreement by any act or omission of Purchaser, or Purchaser's agents, employees, contractors, subcontractors or representatives or (b) Purchaser's failure to pay any bills, invoices or other charges relating to any inspections, investigations, evaluations or due diligence inquires by Purchaser or Purchaser's Agents. Purchaser represents and warrants to Seller that Purchaser shall maintain a general liability policy of not less than \$1,000,000.00 per occurrence, which shall provide coverage during Purchaser's access under this Article 2 and Purchaser shall cause any contractor performing any borings or invasive testings to maintain the same level and type of coverage. Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall have no liability or obligation that may be related to its due diligence activities hereunder for, or in connection with, any "Hazardous Substances" (as defined in Section 6.1 below) or other hazardous conditions existing on the Land or any liens, claims, causes of action, damages, liabilities or expenses arising from the discovery of any such Hazardous Substances or hazardous conditions or any report of same to governmental authorities that may be required by law or regulation unless otherwise caused by Purchaser.

ARTICLE 3

TITLE REVIEW: TITLE COSTS

3.1 Status of Title. At Closing, Seller shall convey to Purchaser the entire fee simple estate in and to the Property by special warranty deed (the "**Deed**"), subject only to (a) those covenants, conditions and restrictions and other exceptions to title of record which have been reviewed and expressly approved by Purchaser in writing, and (b) the lien of general real estate taxes for the current year and subsequent years which are not yet due and payable (hereinafter collectively referred to as the "**Permitted Exceptions**").

3.2 Title Documents.

(a) Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser, at Seller's expense, a title insurance commitment for the Property (the "**Title Commitment**") (together with legible copies of all documents referenced therein, including, without limitation, the deed evidencing Seller's title to the Property), for an owner's form of title insurance policy on the Texas standard form (the "**Title Policy**") issued by the title company described in Section 1.3 or another national title insurance company approved by Purchaser (the "**Title Company**") in the amount of the Purchase

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Price insuring "good, fee simple, marketable and insurable title" (as hereinafter defined) to the Property, subject only to the Permitted Exceptions. For the purposes of this Agreement, "good, fee simple, marketable and insurable title" shall mean fee simple ownership, insurable by the Title Company under the Title Policy, and free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions. The cost of any title search fees, the issuance of the Title Commitment and the issuance of the Title Policy shall be borne by Seller and paid by or on behalf of Seller at Closing; provided, however, that Purchaser shall pay for the cost of any special endorsements requested by Purchaser.

(b) Purchaser's obligation to consummate the purchase and sale herein contemplated shall be subject to and conditional upon Purchaser's receipt at Closing of the Title Policy or of a marked-up Title Commitment deleting all exceptions (including, without limitation, the standard exceptions) other than the Permitted Exceptions. The Title Policy shall insure the Purchaser that, upon consummation of the purchase and sale herein contemplated, Purchaser will be vested with good, fee simple, marketable and insurable title to the Subject Property, subject only to the Permitted Exceptions. Seller hereby covenants and agrees to furnish the Title Company with such reasonable affidavits and indemnities as may be required by the Title Company in order to issue the Title Policy without any exception for unfiled and unrecorded materialmen's and mechanics' liens, other parties in possession, and with regard to such other matters as the Title Company may reasonably request.

3.3 Survey. Seller will provide to Purchaser a copy of the most recent existing survey of the Property, if any, within fifteen (15) days after the Effective Date hereof. Within ninety (90) days after the Effective Date, Purchaser may, at its option, cause a new survey (the "**New Survey**") to be prepared, issued and certified to Purchaser, Title Company and any other party Purchaser may request at Seller's expense not to exceed \$2,000.00.

3.4 Title Defects.

(a) Within fifteen (15) days after the delivery of the last to be received by Purchaser of the Title Commitment and the New Survey, Purchaser shall notify Seller in writing (a "**Title Defect Notice**") of any matter, requirement or item in the Title Commitment and/or Survey that is not a Permitted Exception or otherwise does not conform to the requirements of this Agreement (a "**Title Defect**"). If Purchaser does not deliver a Title Defect Notice to Seller within such fifteen (15) day period, Purchaser shall be deemed to have approved Seller's title as shown in the Title Commitment. Subject to Seller's obligation to cure any "Monetary Liens" as described below, Seller may choose whether or not to cure any Title Defects described in the Title Defect Notice and shall have a period of fifteen (15) days from the date of receipt by Seller of the Title Defect Notice to have each Title Defect removed, insured over or corrected in each case to the satisfaction of Purchaser or in a manner such that Title Company shall agree not to require such a Title Defect to be an exception on the Title Commitment and the Title Policy (each, an "**Acceptable Title Resolution**"). If, within such fifteen (15) day period, Seller chooses not to or fails to provide an Acceptable Title Resolution for each such exception,

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Purchaser may elect by notice to Seller (the "**Title Election Notice**") either (i) to terminate this Agreement and immediately receive from Escrow Agent any refundable Earnest Money Deposits and refundable Additional Earnest Money, in which case neither party shall have any further obligation to each other except those that expressly survive pursuant to this Agreement; or (ii) to waive the Title Defects for which Acceptable Title Resolution was not provided. If Purchaser fails to deliver such a Title Election Notice, Purchaser shall be deemed to have elected to terminate this Agreement pursuant to clause (i) above. In any event, prior to expiration of Seller's fifteen (15) day cure period, Seller shall provide Purchaser with written notice of the status of any and all Title Defects.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller covenants and agrees that, at or prior to Closing, Seller (i) shall pay in full and cause to be canceled and discharged or otherwise cause the Title Company to insure over all mechanics' and contractors' liens which encumber the Property as of the Closing and which have been placed on the Property by or on behalf of Seller; (ii) shall pay in full all past due ad valorem taxes, dues, fees, and any other assessments of any kind constituting a lien against the Property; and (iii) shall cause to be released all mortgages, deeds to secure debt, deeds of trust, security agreements or other such encumbrances that can be removed by payment of a sum certain (collectively, "**Monetary Liens**"). Under no circumstance shall any such Monetary Lien be or become a Permitted Exception, whether or not objected to by the Purchaser, unless the Purchaser has expressly agreed herein or later agrees to accept title subject to such Monetary Liens. The refusal by the Seller to satisfy or release a Monetary Lien at or before Closing shall be a default under this Agreement, and, in addition to the remedies specified herein, the Purchaser shall have the right, but not the obligation, to obtain the satisfaction or release of such Monetary Liens, and to deduct from the Purchase Price at Closing an amount equal to all costs and expenses incurred by Purchaser in obtaining the satisfaction and release of such Monetary Liens.

(c) Following the expiration of the Inspection Period, Purchaser shall continue to have the right to cause title to the Property to be re-examined. If any update to the Title Commitment or New Survey occurring after the expiration of the Inspection Period but prior to Closing discloses any new Title Defect, then Purchaser shall provide a new Title Defect Notice to Seller, and Seller shall again have fifteen (15) days following receipt of such notice from Purchaser to cure such new Title Defect and, if necessary, the Closing Date shall be extended as required. Seller agrees to cure any such new Title Defects that constitute Monetary Liens and Seller agrees to use diligent good faith efforts to cure any such new Title Defect that is not a Monetary Lien. If, within the time specified, Seller is unable to provide a resolution for each new Title Defect that is not a Monetary Lien, Purchaser may elect by notice to Seller (the "**New Title Election Notice**") to either (i) terminate this Agreement and immediately receive from Escrow agent any refundable Earnest Money Deposits and refundable Additional Earnest Money, whereupon neither party shall have any further obligation to each other except those that expressly survive pursuant to the Agreement, or (ii) waive the new Title Defects and elect to accept title to the Property in its then present state. If Purchaser fails to deliver such New Title Election Notice, Purchaser shall be deemed to have elected to terminate this Agreement pursuant to clause (i) above.

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ARTICLE 4

CLOSING

4.1 Closing Date; Extension of Closing Date. The closing of the transaction contemplated herein (the "**Closing**") shall occur no later than October 31, 2021, (the "**Closing Date**") at the offices of the Title Company or such other location to which the parties may mutually agree in writing. Notwithstanding anything contained herein to the contrary, Purchaser shall have the right, at any time prior to the Closing Date, to extend the Closing Date by up to two (2) thirty (30) day extensions by delivering to Escrow Agent, by wire transfer of immediately available federal funds, an extension fee in the amount of Twenty-Five Thousand Dollars (\$25,000) for each thirty-day extension (the "**Extension Fees**"), which funds shall be applicable to the Purchase Price, and non-refundable to Purchaser once released by Escrow Agent to Seller in accordance with Schedule B.

4.2 Seller's Deliveries. Not later than five business days prior to the Closing Date, Seller shall deliver or cause to be delivered to Purchaser a copy of each of the following (the original of each in form and substance reasonably acceptable to Purchaser to be executed (if necessary) and delivered two business days prior to Closing):

(a) Deed. A general warranty deed, in recordable form, duly executed by Seller and conveying to Purchaser good, fee simple, marketable and insurable title to the Land, subject only to the Permitted Exceptions, and accompanied by all applicable real property transfer tax returns;

(b) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller, which shall include Seller's taxpayer identification number and address;

(c) Certification. A certification from Seller regarding the accuracy and truthfulness of Seller's representations and warranties made in this Agreement;

(d) Assignment of Intangible Property. Seller's executed counterpart of an Assignment of the Intangible Property (the "**Assignment**"), and the originals, if any, of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of Seller pertaining to the Property. The Assignment shall assign all of Seller's right, title and interest in and to the Intangible Property without warranty of any kind;

(e) Bill of Sale. A bill of sale with respect to any other personal property located on the Property;

(f) Authority Documents. Certificates, duly adopted resolutions, incumbency certificates, good standing certificates, and other evidence satisfactory to the Title Company, of the authorization of the sale of the Property to Purchaser and of the

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authority of the person(s) executing and delivering documents at the Closing on behalf of Seller, or any partner of Seller;

(g) Broker's Lien Waiver Affidavit. Broker's lien waiver affidavits, duly executed by any Brokers identified in Subsection 5.2(a) hereof, in a form satisfactory to the Title Company for the issuance of the Title Policy without exception for broker's liens;

(h) Owner's Affidavit. An affidavit, duly executed by Seller, in form satisfactory to the Title Company for the issuance of the Title Policy without exception for mechanic's, materialmen's or other statutory liens, parties in possession, and other standard title exceptions (except the survey exception, removal of which shall be Purchaser's responsibility);

(i) Quitclaim Deed. If the legal description of the Property prepared from the New Survey differs from the legal description by which Seller acquired title to the Property as provided for in the Title Commitment, then Seller also shall execute and deliver to Purchaser at Closing a quitclaim deed, in recordable form, duly executed by Seller and conveying the Property to Purchaser using the New Survey legal description;

(j) Closing Statement. Seller's executed counterpart of a closing statement, setting forth in reasonable detail the financial transaction contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds;

(k) Seller's Escrow Instructions. Seller's instructions to Escrow Agent and Purchaser in connection with closing the transaction; and

(l) Additional Documents. Any additional documents necessary in order to perfect the conveyance, transfer and assignment of the Property to Purchaser as contemplated by this Agreement.

4.3 Purchaser's Deliveries. At the Closing, Purchaser shall deliver the following:

(a) Purchase Price and Other Purchaser Payment Obligations. The Purchase Price, less the Earnest Money Deposits and less any applicable Extension Fees, plus or minus applicable prorations, credits and charges, shall be deposited by Purchaser with Escrow Agent in immediately available federal funds;

(b) Authority. Certificates, duly adopted resolutions, incumbency certificates, good standing certificates, and other evidence satisfactory to the Title Company, of the authorization of the purchase of the Property from Seller and of the authority of the person(s) executing and delivering documents at the Closing on behalf of Purchaser, or any partner of Purchaser;

(c) Assignment Documents. Purchaser's executed counterpart of an Assignment of Intangible Property;

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(d) Broker's Lien Waiver Affidavit. Broker's lien waiver affidavits, duly executed by any Brokers identified in Subsection 5.2(b) hereof, if any, in a form satisfactory to the Title Company for the issuance of the Title Policy without exception for broker's liens;

(e) Closing Statement. Purchaser's executed counterpart of a closing statement, setting forth in reasonable detail the financial transaction contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds;

(f) Purchaser's Escrow Instructions. Purchaser's instructions to Escrow Agent and Seller in connection with closing the transaction; and

(g) Additional Documents. Any additional documents necessary in order to perfect the conveyance, transfer and assignment of the Property to Purchaser as contemplated by this Agreement.

4.4 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions and Seller's receipt of the Purchase Price pursuant to this Agreement.

4.5 Close of Escrow. Upon satisfaction or completion of the foregoing conditions and deliveries and performance by each party of its obligations required to be performed during the pendency of this Agreement and/or at the Closing, the parties shall direct Escrow Agent pursuant to their escrow instructions to immediately deliver and/or record the documents described above to the appropriate parties and make the disbursements according to the Closing Statement.

ARTICLE 5

PRORATIONS/OTHER ALLOCATIONS AND COMMISSIONS

5.1 Prorations. The items set forth below shall be apportioned and prorated between Seller and Purchaser for the Property as of the Closing Date or any extension thereof. The parties shall endeavor to compute or estimate all closing adjustments prior to the Closing Date or any extension thereof, and Seller shall supply before Closing reasonably satisfactory supporting evidence for all such adjustments.

(a) Taxes and Assessments.

(i) General real estate and personal property taxes and assessments imposed by all governmental authorities having jurisdiction over the Property (collectively, "**Taxes**") and any private assessments constituting a lien or charge on the Property for the then-current calendar year or other current tax period not yet due and payable shall be prorated at the Closing in the manner hereinafter provided. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period on the basis of the most recent

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ascertainable assessed values and tax rates. If applicable, Purchaser and Seller agree to adjust such prorated amounts on an equitable and appropriate basis upon receipt of the applicable tax bill that is received after Closing. All prorations shall be based upon a fraction determined by dividing (x) the number of days in the applicable tax period elapsed through the date prior to the Closing Date or any extension thereof by (y) 365.

(ii) Rollback taxes, if any, that may be assessed against or applicable to the Property shall be paid by Seller at Closing.

(b) Utilities. Utilities, including, without limitation, water and sewer, shall be prorated at the Closing based upon the last ascertainable bills unless final meter readings and final invoices can be obtained. Seller shall be responsible for the payment of the utility bills for the period up to the Closing Date or any extension thereof and Purchaser shall pay the utility bills for the period subsequent thereto.

(c) Transfer Taxes/Closing Costs. If applicable, any documentary stamp taxes on the deed shall be paid by the Seller, and any documentary stamp taxes and associated closing costs on any purchase financing shall be paid by the Purchaser.

(d) Title and Survey. All charges and fees for the Title Commitment, the Title Policy, and the New Survey shall be paid as set forth in Sections 3.2 and 3.3 herein.

(e) License and Permit Fees. Any assignable license and permit fees relating to the Property, if any, shall be prorated at Closing on the basis of the period for which such fees relate.

(f) Other. Any other expenses shall be prorated at Closing in a manner that is customary in connection with transactions similar to the transactions contemplated hereby.

(g) Final Adjustment After Closing. In the event that final bills cannot be issued for any charge prior to Closing, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as set forth herein, with final adjustment and any payment due to be made as soon as reasonably possible after the Closing. Other than as set forth herein, all prorations shall be final.

5.2 Commissions. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation, whether or not an action is commenced, or whether incurred before, during or after trial, or upon any appellate level, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Premises contemplated hereby. No commissions shall be paid to any brokers by the Purchaser. Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorney's fees and costs of litigation, whether or not an action is commenced, or whether incurred before, during or after trial, or upon appellate level, which Seller shall

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ever suffer or incur because of any claim by any agent, broker or finder, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Premises contemplated hereby with the exception of any real estate broker's fee described in this paragraph.

(a) The foregoing indemnities shall survive the Closing.

5.3 Attorneys' Fees. Except as provided in Article 8 hereof to the contrary, each party shall be responsible for paying its own attorneys' fees and expenses in connection with the transactions contemplated by this Agreement.

ARTICLE 6

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Purchaser that:

(a) Seller has good, fee simple, marketable and insurable title to the Property. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber (other than the Permitted Exceptions) or dispose of its interest in the Property or any part thereof, except for this Agreement or that cannot be terminated at or prior to Closing. From and after the Effective Date until Closing, Seller shall not enter into any new encumbrances, liens, or other documents or instruments for or regarding the encumbrance, lien, pledge of the Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the Purchaser, which will not be unreasonably withheld, delayed, or conditioned. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

(b) Seller has paid (or covenants that it will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property through the date of Closing, subject to the proration herein provided. If there are any roll back taxes assessed by the taxing entities, these taxes will be paid in full by the Seller.

(c) Except for the liens, encumbrances or charges against the Property (i) specifically disclosed in this Agreement; or (ii) described on the Title Commitment to be provided to Purchaser by Seller pursuant to Section 3 hereof, or the Survey, Seller has no current actual knowledge of and other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any business conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the

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Property after the Effective Date hereof or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

(d) From and after the Effective Date hereof, Seller will maintain any and all insurance coverage presently in effect with respect to the Property and Seller will not cause, permit, suffer, or allow any material change, modification, or alteration to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of Purchaser, which will not be unreasonably withheld, delayed, or conditioned.

(e) Without the prior written consent of Purchaser, Seller shall not execute any leases, service contracts or maintenance agreements for the Property that cannot be terminated prior to or by the Closing.

(f) Seller shall comply with all federal, state, municipal and other governmental laws, ordinances, requirements, rules, regulations, notices and orders, and all agreements, covenants, conditions, easements and restrictions relating to the Property, including, without limitation, any such requirements, rules, regulations, notices or orders issued or imposed after the date of this Agreement. Seller has received no written notice of and has no knowledge of any litigation or other judicial proceeding affecting Seller or the Property, including, without limitation, condemnation or exercise of the right of eminent domain or bankruptcy, or which challenges or impairs Seller's ability to execute, deliver or perform this Agreement.

(g) For the purposes of this Agreement, "**Environmental Law**" means any present or future federal, state or local law, statute, regulation, rule, decree or ordinance, and any judicial or administrative order or judgment thereunder, pertaining to the environmental or ecological conditions from, on, in, under or about the Property, or regulating or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production, release or disposal of "Hazardous Substances" or any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect. Furthermore, for the purposes of this Agreement, "**Hazardous Substances**" means any toxic, explosive, radioactive, infectious or carcinogenic material, waste or substance included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" under any Environmental Law, or which is regulated under any Environmental Law, including, without limitation, and whether or not included under any Environmental Law, anything containing asbestos, toxic mold or fungi, hydrocarbons, polychlorinated biphenyls, oil, or petroleum products. Seller has not received any actual written notice of any civil, criminal or administrative suit, claim, hearing, violation, investigation, proceeding or demand against Seller or the Property relating in any way to a "Release" (as defined in the Environmental Laws), the use of Hazardous Substances or non-compliance with Environmental Laws. Except as disclosed by Seller, to Seller's actual knowledge, without having any duty to make any additional independent inquiry or due diligence: (i) the Property does not violate any Environmental Laws, (ii) there has been no Release at the Property during the period that

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Seller has owned the Property, and (iii) the Property has never been used by Seller to generate, treat, store, dispose, transport or in any manner deal with Hazardous Substances.

(h) Seller shall execute, at no expense to Seller, all applications, documents, instruments and consents requested by Purchaser in connection with Purchaser's intended development of the Property, including, without limitation, Purchaser's applications for governmental approvals and entitlements, rezonings and plat approvals as may be filed with any applicable county, municipal or other local jurisdictions.

(i) No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Purchaser pursuant to this Agreement, when read singularly or together as a whole contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller's current actual knowledge.

6.2 Purchaser's Representations, Warranties and Covenants.

(a) To the best of Purchaser's knowledge, no consent to the transaction contemplated by this Agreement by any person or entity other than Purchaser is required;

(b) No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits to state a material fact necessary to make the statements contained therein true in light of the circumstances under which they were made.

(c) (i) Unless Purchaser has earlier terminated this Agreement or Purchaser is deemed to have terminated this Agreement during the Inspection Period, Purchaser may apply for an allocation of low income housing tax credits from the Texas Department of Housing and Community Affairs (the "**Agency**") in a timely manner so as to be eligible for consideration for an award of tax credits and with respect to a number of rental apartment units to be constructed on the Property ("**Purchaser's Intended Use**") determined by Purchaser in Purchaser's sole discretion.

(ii) In the event that the Agency has not granted said allocation of tax credits (the "**Reservation**") by the Closing Date as maybe extended, then, at Purchaser's option, this Agreement may be terminated, with any refundable Earnest Money Deposits or refundable Extension Fees being refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any further obligation hereunder.

(d) Purchaser hereby represents and warrants that Purchaser will have independently inspected and reviewed, prior to the end of the Inspection Period, all of the Property and records of Seller related thereto that Purchaser desires to inspect and review, and Purchaser has entered into this Agreement and will close this transaction based on Purchaser's own determination of the value and condition of the Property.

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Purchaser further represents and warrants to Seller that Purchaser has or has available to Purchaser the knowledge and expertise in financial real estate and business matters that enables Purchaser to evaluate the merits and risks of the transactions contemplated by this Agreement, and Purchaser is not in a significantly disparate bargaining position with Seller with regard to the transactions contemplated by this Agreement. Purchaser agrees and acknowledges that the Property is being sold to Purchaser by the Seller and that Purchaser is becoming the owner of the Property on an as-is where is basis, except for the express representations and warranties made by Seller in Section 6.1 above.

(e) Purchaser will investigate all utility matters and be responsible for any upgrades, extensions, reimbursements, or impact fees. Purchaser will also investigate all zoning and platting requirements and entitlements applicable to the Property.

6.3 Indemnity. Seller hereby agrees to indemnify and hold Purchaser and Purchaser's Agents (as defined herein) harmless from and against any and all actual loss, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees) which Purchaser or Purchaser's Agents may suffer, sustain or incur as a result of (i) any violation by the Property of any Environmental Law that was caused by any action or omission of Seller, its agents, employees or contractors relating to any period or periods prior to the date of Closing except as otherwise disclosed during the Inspection Period, or (ii) any misrepresentation, breach or inaccuracy of any warranty or agreement by Seller, or in any schedule or information provided to Purchaser, under or in respect to this Article 6 or otherwise in this Agreement or in any document or instrument executed by Seller pursuant to this Agreement or in furtherance of the transactions contemplated hereby. The indemnity of Seller hereunder shall survive the Closing or any earlier termination of this Agreement for a period of one (1) year except in the case of Purchaser default. For purposes of this Agreement, the term "**Purchaser's Agents**" means Purchaser's officers, directors, shareholders, partners, members, employees, representatives, agents, attorneys, contractors and subcontractors.

ARTICLE 7

CONDEMNATION

7.1 Condemnation. If, prior to Closing, the Property or any portion thereof, is condemned or taken under power of eminent domain, or if Seller receives any notice or knowledge that any such taking is threatened or contemplated by any governmental agency or entity or any other entity having the power of eminent domain, then, in any such event, Seller shall promptly give notice thereof to Purchaser in writing. Purchaser shall then have the options of either (a) terminating this Agreement and receiving a refund of any and all refundable Earnest Money Deposits and refundable Additional Earnest Money paid hereunder, with neither party thereafter having any further obligations to the other hereunder, or (b) waiving such matters and proceeding to close this transaction without reduction in the Purchase Price, but with the right to receive any and all awards or monies payable as a result of any such taking Purchaser shall make such election by giving written notice there to Seller at any time prior to Closing.

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ARTICLE 8

REMEDIES

8.1 Purchaser's Remedies. If Seller should fail to perform in accordance with the terms of this Agreement, Purchaser, at its sole cost, shall have the right to elect (a) to terminate this Agreement in which event all Earnest Money Deposits and any Extension Fees shall promptly be refunded to Purchaser; or (b) to obtain specific performance of Seller's obligations to convey the Property in accordance with the terms of this Agreement. In the event that Seller deliberately or willfully refuses or fails to close the sale of the Property in violation of the terms of this Agreement such that the remedy of specific performance is not reasonably available to Purchaser, then, in addition to the remedies provided in this Section 8.1, the Purchaser shall have all remedies available in law or equity. The remedies described above are the only remedies of the Purchaser in the event of default prior to Closing, except for attorneys' fees and expenses incurred in enforcing this Agreement or any damages for which Seller has indemnified Purchaser pursuant to this Agreement.

8.2 Seller's Remedies. If Purchaser should fail to consummate this transaction due to Purchaser's default hereunder, then Seller's sole and exclusive remedy shall be to terminate this Agreement and receive all Earnest Money Deposits, Additional Earnest Money and any Extension Fees as full liquidated damages. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. Seller agrees to waive all other rights or remedies it may have in the event of such default by Purchaser and the parties hereunder shall have no further rights or liabilities under this Agreement, except for attorneys' fees and expenses incurred in enforcing this Agreement or any damages for which Purchaser has indemnified Seller pursuant to this Agreement.

ARTICLE 9

CONDITIONS TO CLOSING

9.1 Conditions to Purchaser's Obligations. Notwithstanding anything contained herein to the contrary, the obligation of Purchaser to close the transaction contemplated herein is expressly made subject to the following:

(a) The truth and accuracy in all material respects, as of the date of this Agreement and as of the Closing Date or any extension thereof, of each and every warranty and representation made herein by Seller;

(b) As of the Closing Date or any extension thereof, Seller shall have performed all of its covenants, agreements and obligations hereunder and all deliveries to be made to Seller at the Closing shall have been tendered; and

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(c) Purchaser has received the Reservation from the Agency in the amount of the low-income housing tax credits requested in Purchaser's application to the Agency.

(d) The foregoing conditions are for the benefit of Purchaser and Purchaser shall have the right to waive any of such conditions by providing written notice of said waiver to Seller. If, on or before the Closing Date, any of such conditions remains unsatisfied and Purchaser has not waived any of such unsatisfied conditions, Purchaser may notify Seller of the unsatisfied condition in writing, and Seller shall attempt to correct the matter in question. If the condition is not corrected by Seller before the Closing Date, Purchaser may, at its option, (i) proceed to Closing, thereby waiving any claim for breach of the condition; or (ii) terminate this Agreement by delivering a written termination notice to Seller and Escrow Agent shall be entitled to terminate this Agreement by written notice to Seller and Escrow Agent, in which event Purchaser shall be entitled to a refund of all the refundable Earnest Money Deposits, refundable Additional Earnest Money and any refundable Extension Fees, as well as all accrued interest thereon.

9.2 Conditions to Seller's Obligations. Notwithstanding anything provided herein to the contrary, the obligation of Seller to close the transaction contemplated herein is expressly made subject to the following:

(a) As of the Closing Date or any extension thereof, Purchaser shall have performed all of its obligations hereunder and all deliveries to be made by Purchaser at the Closing shall have been tendered.

The foregoing conditions are for the benefit of Seller and Seller shall have the right to waive any of said conditions by providing written notice of said waiver to Purchaser.

ARTICLE 10

MISCELLANEOUS

10.1 Assignment. Purchaser shall have the right to assign this Agreement, or any of the rights or benefits hereof, and to take title to the Property in the name of one or more designees or entities, without the consent of Seller.

10.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.3 Amendments. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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10.5 Section Headings. The section headings inserted in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

10.6 Effective Date. The "Effective Date" of this Agreement shall be the date that the last party other than the Escrow Agent shall have executed this Agreement on the signature pages hereof.

10.7 Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

10.8 Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, whether incurred before, after or during trial, or upon any appellate level.

10.9 Time. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. Central on the next ensuing business day.

10.10 Confidentiality. The terms and subject matter of this Agreement shall be kept confidential by Seller and Purchaser, and shall not be shared with third parties, other than agents and representatives of same, as necessary to close the transaction contemplated hereby or as otherwise required by law.

10.11 Independent Consideration. Notwithstanding any provision hereof to the contrary, if the Earnest Money Deposits are for any reason to be delivered to Purchaser pursuant to the terms of this Agreement, \$1500 of the Earnest Money Deposits shall nevertheless be delivered to Seller as independent contract consideration for Purchaser's exclusive right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement.

10.12 Counterparts and Electronic Delivery. This Agreement and any amendments and any addenda, notices and other attachments hereto may be executed and delivered in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same contract, amendment or attachment with the same effect as if the parties had signed the same document. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as the delivery of an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent that such defense relates to lack of authenticity

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10.13 Invalidity. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative.

10.14 Survival. The provisions of this Agreement that are expressly stated to survive the Closing shall so survive Closing or any termination of this Agreement, for a period of one (1) year.

10.15 No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, decree or otherwise.

10.16 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, Purchaser and Seller agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered, but without any obligation to incur any additional liability or expense, on or after the Closing any and all further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby and/or to further perfect and deliver to Purchaser the conveyance, transfer and assignment of the Property and all rights related thereto.

10.17 Contract Construction. Purchaser and Seller acknowledge that this Agreement was prepared after substantial negotiations between the parties. This Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement.

10.18 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered, if delivered by hand delivery, U.S. Post Office, nationally recognized overnight delivery service, or by electronic means. Notices shall be addressed as follows:

If to Seller:

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If to Purchaser:

NuRock Acquisitions, LLC
Attn: Gary Lacey or Christian Garcia
675 Town Square Blvd.
Building 1A, Suite 200
Garland, TX 75040
Ph: (678) 862-5941
E-mail: glacey@nurock.com

E-mail: cgarcia@nurock.com

With a copy to:

NuRock Companies
Attn: Rob Hoskins
800 North Point Parkway
Suite 125 Apharetta, GA 30005
Ph: 770-552-8070

NuRock Acquisitions of Florida, LLC
Attn: Robby D. Block
8794 Boynton Beach Blvd., Suite 219
Boynton Beach, Florida 33472
Ph: 561-756-0329

If to Escrow Agent:

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year reflected below.

NUROCK ACQUISITIONS, LLC,
a Texas limited liability company

By: *Gary Lacey*
Name: Gary Lacey
Title: Authorized Representative
Date:

By: *Robby D. Block*
Name: Robby Block
Title: Authorized Representative
Date:

Signatures Continue on Following Page

SELLER:

Seller

By: 

Name:

Title: Owner

Date: 11/25/2020

SELLER:

Seller

By: 

Name:

Title: Owner

Date: 11/25/2020

ADDENDUM

Escrow Agent accepts its designation as Escrow Agent hereunder and acknowledges receipt of the Earnest Money as herein provided.

_____ Title Insurance Company

By: _____

Its: _____

Date: _____

21149

Residences at Alpha



VIA EMAIL

May 3, 2021

Texas Department of Housing and Community Affairs
Attn: Marni Holloway - Director of Multifamily Finance
Attn: Alena Morgan – 9% Competitive HTC Program Administrator
221 East 11th Street
Austin, TX 78701

RE: TDHCA #21149 – Residences at Alpha

Dear Marni and Alena,

In accordance with Section §11.10 of the 2021 QAP, Palladium USA is requesting staff to consider whether the matters described in this letter and supporting documentation should be the subject of an Administrative Deficiency of Application #21149 – Residences at Alpha. We are also providing a copy to the representative for Application #21149.

In Section §11.9(c)(7)(B) Proximity to Jobs an Applicant must use the 2017 data set of the US Census OnTheMap Tool. The Applicant used the 2018 data set in the Application and did not provide the site coordinates nor the full report (See Exhibit “A”).

In Section §11.9(e)(4)(B) Leveraging of Private, State, and Federal Resources the rule states to be eligible for points under this section no more than 50% of the Developer Fee can be deferred. Per the Development Cost Schedule Total Developer Fee is \$2,504,000. Per §11.9(e)(4)(B) a maximum of \$1,252,000 can be deferred to be eligible for points. The Source and Use reflects a deferred fee of \$1,353,548 which is greater than 50% of the Total Developer Fee (See Exhibit “B”).

Based on the documentation provided the Application for #21149 Residences at Alpha is not eligible for the following Points:

- 6 points for Proximity to Jobs
- 3 points for Leveraging of Private, State, and Federal Resources.

If you have any questions or require additional information, please do not hesitate to contact me. My contact information is below.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Huth", is written over a light blue horizontal line.

Thomas E. Huth
President and CEO
Palladium USA International, Inc.
Phone: 972-774-4400
Fax: 972-774-4484
Email: thuth@palladiumusa.com

Attachments

Cc: Gary Lacey – Applicant for #21149 – Residences on Alpha

Proximity to Jobs

ensus OnTheMap

LEHD Home Help and Documentation Reload Text-Only

Start Base Map Selection Results

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Vork Area Profile Analysis

Enter your own subtitle

Display Settings

Characteristic Filter Total

Year 2018

Map Controls

Color Key

Thermal Overlay

Point Overlay

Selection Outline

Identify Zoom to Selection

Clear Overlays Animate Overlays

Report/Map Outputs

Detailed Report

Export Geography

Print Chart/Map

Legends

- 5 - 1,798 Jobs/Sq.Mile
- 1,799 - 7,177 Jobs/Sq.Mile
- 7,178 - 16,143 Jobs/Sq.Mile
- 16,144 - 28,695 Jobs/Sq.Mile

Change Settings

Dallas

Coordinates: -96.80860, 32.93812

Click a Characteristic link in the Summary Report to see more detail.

Age

Earnings

View as Bar Chart

Total Primary Jobs 2018

Total Primary Jobs	Count	Share
	49,526	100.0%

Worker Age 2018

Age Group	Count	Share
Age 29 or younger	10,624	21.5%
Age 30 to 54	28,888	58.3%
Age 55 or older	10,014	20.2%

Earnings 2018

Earnings	Count	Share
\$1,250 per month or less	5,471	11.0%
\$1,251 to \$3,333 per		

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce | Census Home
 Source: U.S. Census Bureau, Center for Economic Studies, LEHD | e-mail: CES.OnTheMap.Feedback@census.gov

12:01 PM
2/22/2021

Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	MF Direct Loan Const. to Perm. (Repayable)	\$0			\$ -	0.00%	30	0		
TDHCA	MF Direct Loan Const. Only (Repayable)	\$0	0.00%							
TDHCA	Multifamily Direct Loan (Soft Repayable)	\$0	0.00%		\$ -	0.00%	0	0		
TDHCA	Mortgage Revenue Bond	\$0	0.00%		\$ -	0.00%	0	0		
Chase Bank	Conventional Loan	\$10,000,000	4.71%		\$ 8,600,000	4.71%	35	18		1
City of Dallas	Local Government Loan	\$500			\$ 500					
Third Party Equity										
National Equity Fund	HTC \$ 1,500,000	\$ 11,148,840			\$ 13,936,050					0.93
Grant										
	§11.9(d)(2)LPS Contribution									
Deferred Developer Fee										
		\$ 2,440,758			\$ 1,353,548					
Other										
	Direct Loan Match									
	Total Sources of Funds	\$ 23,590,098			\$ 23,890,098					
	Total Uses of Funds				\$ 23,890,098					

21149

Residences at Alpha

Sadler Circle Senior Apartments LLC
5750 Cedar Springs Road
Dallas, TX 75235

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance
Alena Morgan, 9% HTC Administrator
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: §11.10 Third Party Request for Administrative Deficiency
TDHCA Application #21149 – Residences at Alpha in Dallas, TX (Urban Region 3)

Dear Ms. Holloway and Ms. Morgan,

In accordance with §11.10 of the 2021 Qualified Allocation Plan (QAP), this letter serves as our Third-Party Request for Administrative Deficiency (RFAD) with regards to Application #21149 – Residences at Alpha (the “Application.”) A copy of the request is also being delivered to representatives of the Application as required by the QAP.

RFAD Scoring Item - #1:

Per §11.9(c)(7)(B) of the 2021 QAP, a Development may be entitled to points for Proximity to Jobs. The QAP states:

*Only the **2017 data set** will be used, unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that **clearly fall within the Development Site**, and the **OnTheMap chart/map report submitted in the Application must include the report date.***

The Multifamily Programs Application Procedures Manual provides detailed step-by-step instructions on the expected documentation required for this scoring item.

The Application did not satisfy the HTC Selection Criteria for §11.9(c)(7)(B) Proximity to Jobs as follows:

- the 2018 data set was used
- there was no documentation provided that shows the GPS coordinates clearly fall within the Development Site
- there was no OnTheMap report submitted and, therefore, no report date was included

Please see **Exhibit A** which provides the documentation submitted with the Application for §11.9(c)(7)(B) Proximity to Jobs and the applicable step-by-step instructions from the Multifamily Programs Application Procedures Manual. Also included is documentation showing that no new data was posted to the US Census website prior to above-referenced October 1, 2020 date rendering the 2017 data set applicable.

Sadler Circle Senior Apartments LLC
5750 Cedar Springs Road
Dallas, TX 75235

I would like to point out that this is a different scenario than what was presented with OnTheMap data in the 2020 cycle. For the 2020 cycle, the last update of the LODES data was 8/29/2019. So, anyone submitting a pre-application or application and choosing Proximity to Jobs scoring was utilizing the same data set. There was not a newer data set available that had the potential of providing a higher job count. For the 2021 cycle, the LODES data for 2018 was included in a release on December 8, 2020. It is precisely this reason that the 2021 QAP and Multifamily Programs Application Procedures Manual sets a threshold of October 1, 2020. If there was a release before October 1, 2020, then applications could utilize the newer data. Otherwise, all applications were to use the 2017 data.

Specifying a date creates an even playing field for all applications. It would not be fair to allow this Application points for the documentation provided with the Application – that utilizes 2018 data – when there are 2021 applications that could have scored more points in §11.9(c)(7)(B) Proximity to Jobs if they would have utilized 2018 data. An example in this same Region 3 Urban sub-region:

Application #21215 – Torrington Silver Creek

2017 data: 16,318 jobs – 5 points (submitted in application according to QAP and self-scored 5 points)

2018 data: 17,949 jobs – 6 points (this would be the score if they would have been able to utilize the 2018 data update)

Based on the lack of documentation required by §11.9(c)(7)(B) of the QAP, we respectfully request staff deny the Application as being eligible to claim points under §11.9(c)(7)(B) – a loss of 6 points from the Application final score.

RFAD Scoring Item - #2:

Per §11.9(e)(4)(B) of the 2021 QAP, a Development may be entitled to points for Leveraging of Private, State, and Federal Resources. The QAP states:

*In order to be eligible for points, **no more than 50% of the Developer Fee can be deferred.***

The Application did not satisfy the HTC Selection Criteria for §11.9(e)(4)(B) Leveraging of Private, State and Federal Resources because more than 50% of the developer fee is shown as deferred on the Schedule of Sources of Funds and Financing Narrative in Tab 32 as a percentage of the total developer fee shown on the Development Cost Schedule in Tab 30.

$\$1,353,548$ (Permanently deferred fee)/ $\$2,504,000$ (total developer fee) = **54.05%**

Please see **Exhibit B** which provides the documentation submitted with the Application that pertains to §11.9(e)(4) Leveraging of Private, State and Federal Resources.

Based on the fact that the permanently deferred developer fee exceeds the 50% threshold identified in §11.9(e)(4)(B) of the QAP, we respectfully request staff deny the Application as being eligible to claim points under §11.9(c)(4) – a loss of 3 points from the Application final score.

If you have any questions or would like to discuss these items further, please do not hesitate to contact me or my team at 512-203-4417 or via email at jennifer@truecasa.net.

Sadler Circle Senior Apartments LLC
5750 Cedar Springs Road
Dallas, TX 75235

Sincerely,



Cece Cox

Authorized Representative

cc: Gary Lacey
Residences at Alpha Applicant (TDHCA #21149)
Via Email @ glacey@nurock.com

Christian Garcia
Residences at Alpha Applicant (TDHCA #21149)
Via Email @ cgarcia@nurock.com

Exhibit A

From Application #21149

Proximity to Jobs

Only documentation provided - no report.

The screenshot displays the 'Census OnTheMap' interface. The main map shows a circular area around Dallas, Texas, with job density overlays in shades of blue. The legend on the left indicates four density levels: 5 - 1,798 Jobs/Sq.Mile (lightest blue), 1,799 - 7,177 Jobs/Sq.Mile, 7,178 - 16,143 Jobs/Sq.Mile, and 16,144 - 28,695 Jobs/Sq.Mile (darkest blue). The interface includes various controls like 'Display Settings', 'Map Controls', and 'Report/Map Outputs'. On the right, there are summary statistics for 2018 data, including bar charts for Age and Earnings, and tables for Total Primary Jobs, Worker Age, and Earnings. The date '2/22/2021' is visible in the bottom right corner.

2018 vs. 2017 data used

No documentation to prove GPS coordinates are within Development Site boundaries

Date is on computer screen, not report

	2018 Count	2018 Share
Total Primary Jobs	49,526	100.0%

	2018 Count	2018 Share
Age 29 or younger	10,624	21.5%
Age 30 to 54	28,888	58.3%
Age 55 or older	10,014	20.2%

	2018 Count	2018 Share
\$1,250 per month or less	5,471	11.0%
\$1,251 to \$3,333 per month		

Using this Manual

The purpose of this manual is to provide a brief and general description of each tab in the Application, high level guidance as to the Department's submission requirements and what staff would generally view as acceptable supporting documentation. Guidance is also provided regarding actions that may be necessary in the course of Application review, such as waiver requests or appeals. While this guide cannot and will not contemplate all situations, we hope that the information provides a foundation upon which you may build your Application in accordance with the Rules. This manual provides limited examples of documentation that could be submitted to comply with a particular rule or requirement. In some instances the rule may allow for alternative documentation not specifically contemplated in this manual, and in those instances staff will review the documentation for compliance with and fulfillment of the substantive requirements articulated in the applicable rule.

Although the Department may compile data from outside sources in order to assist Applicants in the application process, **it remains the sole responsibility of the Applicant to perform independently all necessary due diligence to research, confirm, and verify any data, opinions, interpretations, or other information upon which an Applicant bases an Application or includes in any submittal in connection with an Application.**

All American Community Survey data must be 5-year estimates as published in the Site Demographics report posted to the Department's website, unless otherwise specified. The availability of more current data will be disregarded. Where other data sources are specifically required, such as Neighborhood Scout, the data available after October 1, but before Pre-application Final Delivery Date, will be permissible. For OnTheMap, only the 2017 data set will be used, unless a newer data set is posted to the US Census website on or before October 1, 2020. The Application must include a copy of the reports including the report date.

Any Application that staff identifies as having insufficient supporting information will be directed to cure the matter via the deficiency process. A deficiency unsusceptible to being resolved because documentation that existed prior to submission of the Application is not available or is not presented with the Application constitutes a Material Deficiency. Matters that are curable during the deficiency process constitute an Administrative Deficiency. (Note that in all matters discussed in this manual, determinations made by staff MAY be subject to rights of appeal to the Governing Board in accordance with applicable rules). Applicants are cautioned that this process may not be used to increase a scoring item's points or to change any aspect of the proposed Development, financing structure, or other element of the Application. The sole purpose of the deficiency process will, in accordance with Tex. Gov't Code §2306.6708(b), be to substantiate, correct, or clarify one or more aspects of the Application to enable an efficient and effective review by staff. Although a responsive narrative will be created after Application submission, all facts and materials to substantiate any item in response to such a deficiency must have already been clearly established at or prior to the time of submission of the Application. Failure to resolve a matter that began as an Administrative Deficiency may be determined to constitute a Material Deficiency. Multiple Administrative Deficiencies taken together may constitute a Material Deficiency. Material Deficiencies or lack of response to any deficiency notice may result in termination of the Application.

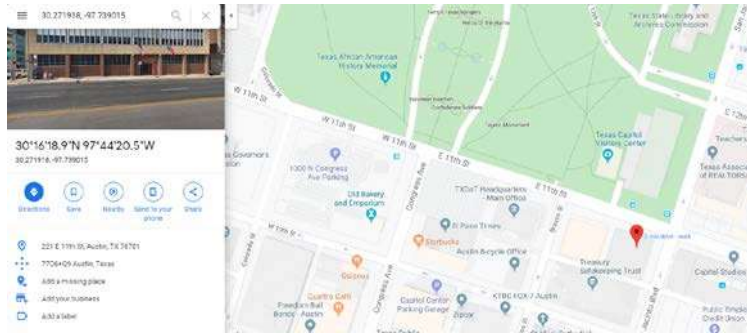
The Department staff always stands ready to assist in developing an understanding of the tax credit program and other sources of multifamily financing offered by the Department and the means by which an Application is to be presented. Application submission requires a thorough knowledge of the applicable program(s). The Department will offer limited direct assistance (subject to the strictures imposed by Tex. Gov't Code §2306.1113 including, without limitation, the provisions of §2306.113(a-2)(1)) to any individual that requires this service in the preparation of the multifamily application. However, the Department staff cannot and will not take responsibility for completing an Application package or any portion thereof, including issuing deficiency notices that ultimately serve as instructions to complete a materially incomplete and deficient Application. Applicants should refer to 10 TAC §11.1(b) Due Diligence and Applicant Responsibility regarding guidance received from staff.

- **Proximity to Jobs:** Complete the applicable box if the Development Site is located within one mile of the corresponding number of jobs.
- Select the Total Points Claimed from the drop-down box.

Instructions for using the OnTheMap tool for Proximity to Jobs:

Step 1: Provide the GPS coordinates that clearly fall within the boundaries of the Development Site.

An Application may have coordinates on the survey provided to meet the requirements of 10 TAC §11.204(15)(D), however this is not required. Staff will accept Applicant verification of GPS coordinates through an online map like Google Maps or Google Earth, but it must be clear to staff that the GPS coordinates are tied to a spatial point that unequivocally falls within the boundaries of the Development Site.



If using Google Maps or Google Earth or a similar mapping program/software, evidence similar to what is seen above must be placed in the Application.

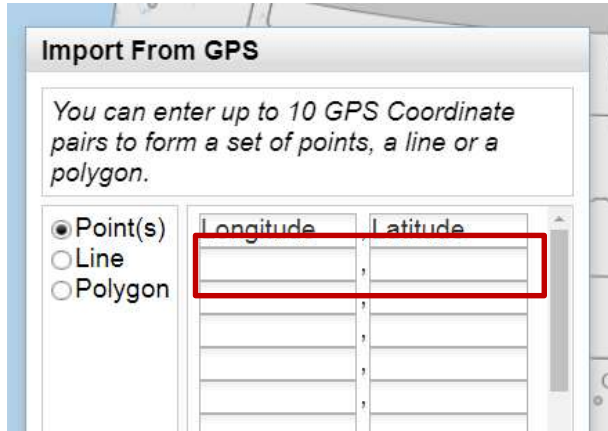
Step 2: Input the Coordinates into the [OnTheMap website](#) using their GPS Import function.



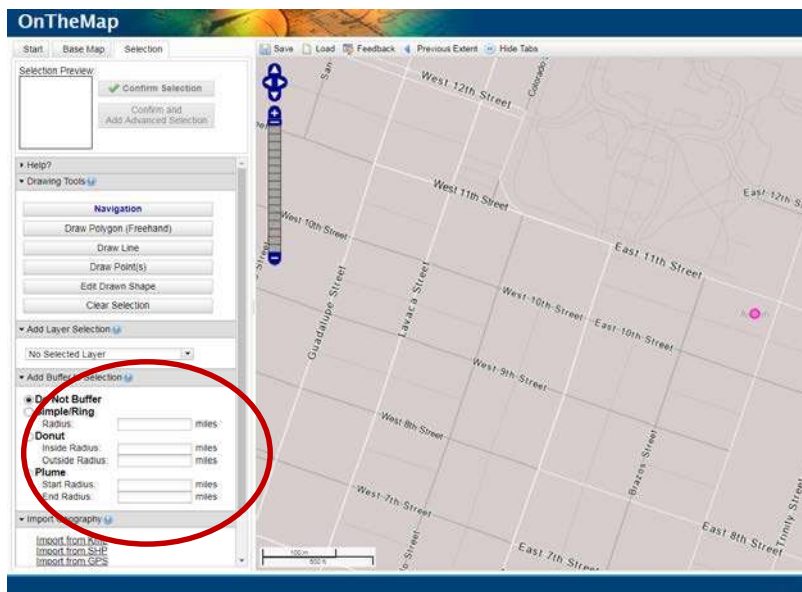
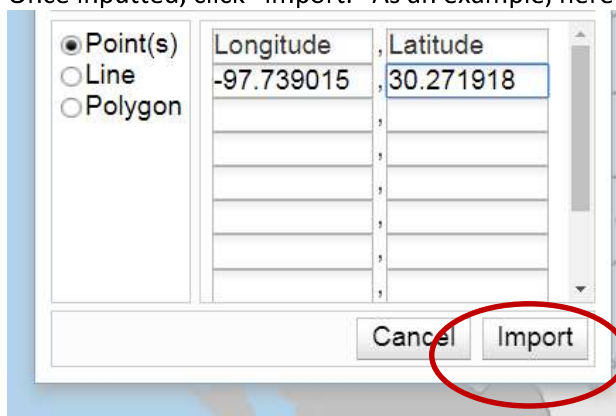
Click “Import from GPS” in the area circled above:



Input the Longitude and Latitude coordinates.

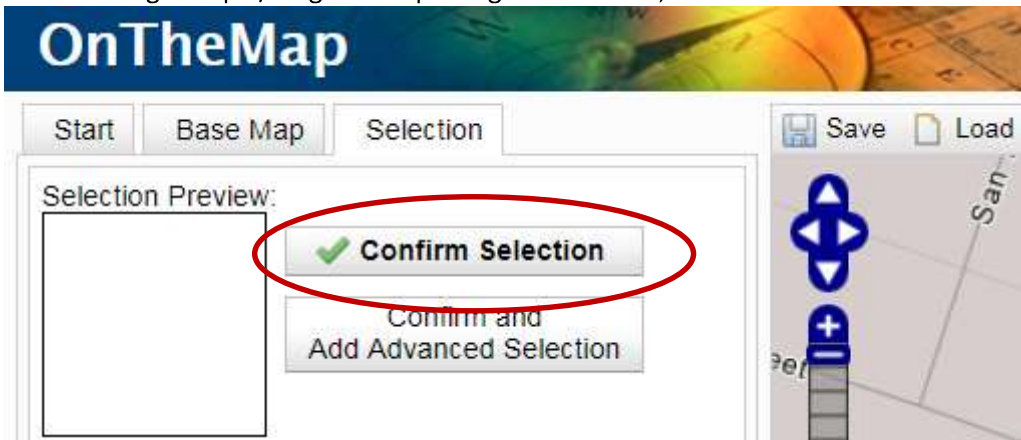


Once inputted, click "Import." As an example, here are coordinates for the TDHCA headquarters.

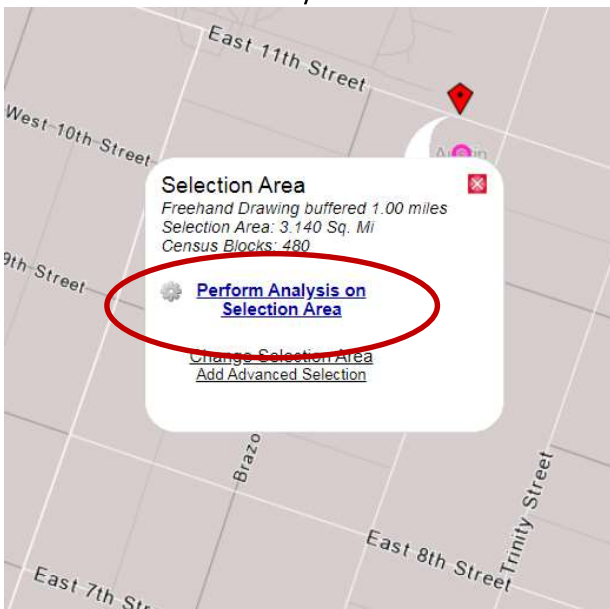


After clicking "Import," you will see a screen similar to above, with your GPS coordinates now represented as a spatial point. In the area circled above, you now specify that you will look at jobs within a 1 mile radius of the spatial point.

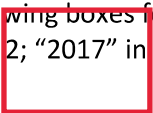
After clicking “Simple/Ring” and inputting “1” for miles, click “Confirm Selection.”



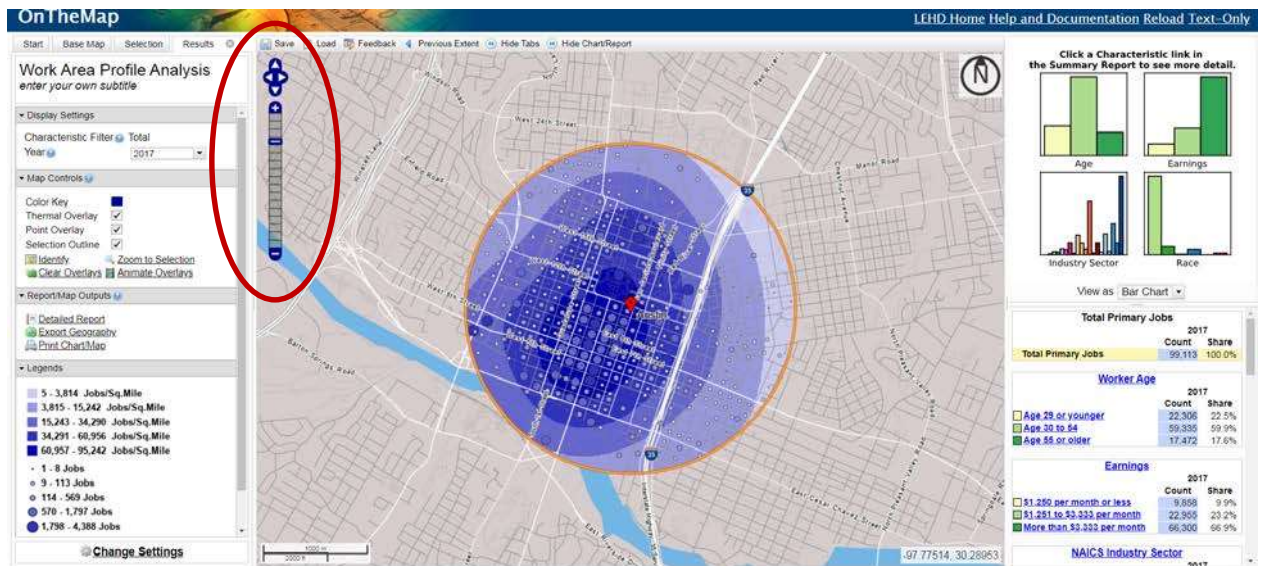
Then click “Perform Analysis on Selection Area”



Then check the following boxes for certain categories: “Work” in column 1; “Area Profile” and “All Workers” in column 2; “2017” in column 3; and “Primary Jobs” in column 4.



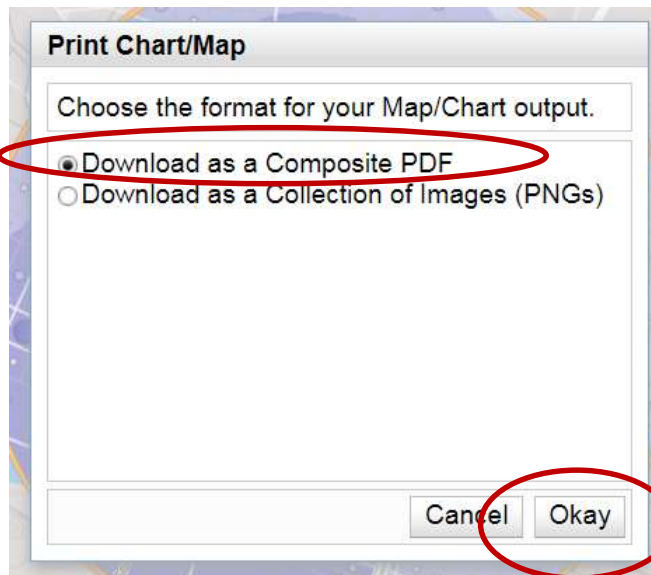
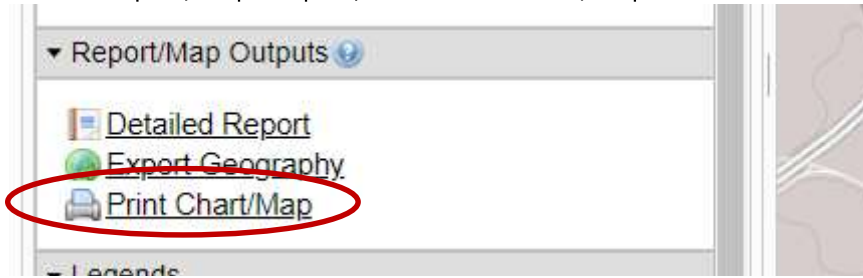
Click “Go.” You will then see a screen showing the jobs analysis, similar to this:



Be sure to zoom out, using the zoom tools circled above, so that the entire 1 mile radius can be seen around the spatial point.

IMPORTANT: take a screen shot at this point to show evidence of the coordinates (“ctrl, PrtScn” on the keyboard, then paste to a blank document, format as needed, then pdf). Include the screenshot behind Tab 10 in the pdf application.

Under “Report/Map Outputs,” click “Print Chart/Map.”



Select “Download as a Composite PDF” and then click “Okay.”



Work Area Profile Report Primary Jobs for All Workers in 2017

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 10/24/2019

Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

This produces a PDF report, with the map and the total job count. This report also has a time stamp so that staff can confirm that the report was generated using the 2017 data set, unless a newer data set I posted to the US Census website on or before October 1, 2020 . **Include this report plus the screen shot in the pdf application.**

- **Part 4 – Concerted Revitalization:** If claiming points, be sure that no points are being claimed under the Opportunity Index. Complete the appropriate boxes and select amenities in the Urban or Rural section of Opportunity Index. Make sure supporting documentation, including documentation of area amenities, is included in the CRP packet. **The CRP Packet is required for Urban and Rural Applications**

OnTheMap

LEHD Home Help and Documentation Reload Text-Only

Start | Base Map | Selection

Welcome to OnTheMap!

Start an analysis by using one of the tools below (Search, Import Geography, or Load .OTM file). Hover over the Help icons located throughout the application to see Help tips for using specific functionality. Sections in the control panel can be collapsed or opened by clicking the section title

2018 data now available!
[Read New Data Notice \(12/8/2020\)](#)

Search

Search

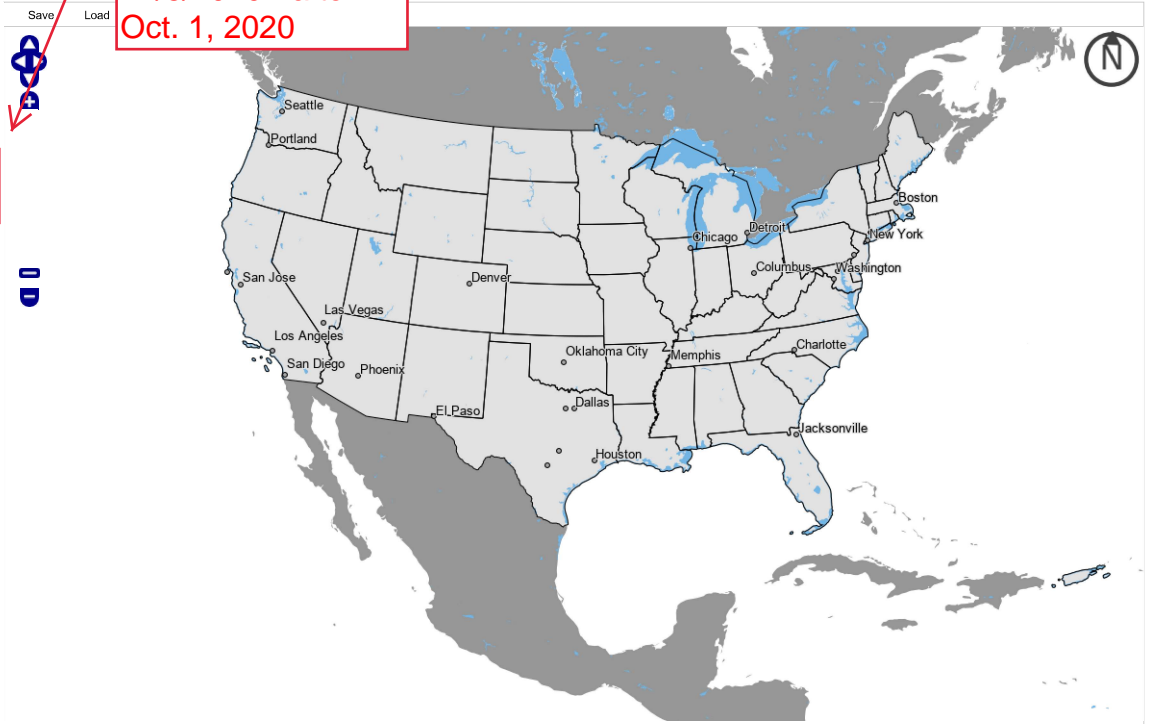
Search All Names

Import Geography

[Import from KML](#)
[Import from SHP](#)
[Import from GPS](#)

Load .OTM File

Click the "Load" button below to load a .OTM file.



(//www.census.gov)

Exhibit A

OnTheMap Help and Documentation

Choose an application:

Help (onthemap.html) > About the Data > Data Notices

<< Previous Next >>

Data Notices

Significant data issues and notices will be posted in this section as they are discovered. Specific questions about the LODES data or its implementation in OnTheMap should be sent to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

Start OnTheMap
(http://onthemap.ces.census.gov/)
(http://onthemap.ces.census.gov/)

About the Application
[What is OnTheMap?](#)
[Major Enhancements](#)
[Release Schedule](#)
[Mapping Terms](#)
[Report Terms](#)
[System Requirements](#)

About the Data
[Data Sources](#)
[Confidentiality Protection](#)
[Geographic Data Sources](#)
[Download the Data](#)
[Data Notices](#)

Tutorials
[Getting Started/Overview](#)
[Analysis Guides](#)
[More Tutorials](#)

FAQs and Bugs
[Frequently Asked Questions](#)
[Known and Unresolved Bugs](#)
[Resolved Bugs](#)

1. Version 6.0 (2/21/2012): Industry Sector Data Quality for 2009

In response to data quality inquiries about NAICS sector data in the LODES datasets and in OnTheMap, we have reviewed the issue and revised the data for 2009. These data will be prepared in the same manner used for data releases prior to LODES Version 5/OnTheMap Version 5.

As a result of this change, there will be a general improvement in data quality for the NAICS Industry Sector characteristic. Users should also expect to see some change to the Educational Attainment characteristics due to the change in method for handling the confidentiality protection.

An update for 2009 data was released on March 23, 2012 in the OnTheMap application http://onthemap.ces.census.gov/ (http://onthemap.ces.census.gov/) and will be followed by an update to the raw LODES data files (/data/#odes). The change in format also affects data for 2010, and these data were released at the same time as the update for 2009 data.

Please send specific questions or concerns to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

2. Version 6.0.1 (3/23/2012): Incomplete Employment Data for the District of Columbia in 2007 and 2008

The January 26, 2012 release of OnTheMap Version 6 contained incomplete employment data for the District of Columbia in 2007 and 2008. These data have been removed from the OnTheMap application until they can be completed with the addition of Federal civilian workers in those years.

Users who performed certain analyses in OnTheMap Version 6 before March 23, 2012 can expect to see decreases in the total number of jobs as well as in distributions of those jobs for among geographic and characteristic variables. Only queries for 2007 and 2008 data will be affected by this issue. Specific analyses that are more likely to be affected are:

- Any analysis for which "Work" is chosen for the Home/Work Area and for which any part of DC is included; and
- Any analysis for which "Home" is chosen for Home/Work Area and for which the employment locations of the jobs are located in DC.

The second effect will be strongest when the selection area is in or around DC (including the Maryland and Virginia parts of the metropolitan area).

3. Version 6.0.1 (5/31/2012): Addition of data for the District of Columbia and Federal Employment

On May 31, 2012 two new sets of data were added to the public release of the LODES dataset and to the OnTheMap application. Job data for the District of Columbia in 2010 are being released. Also being made available are data on Federal employment in 2010. Together these data fill in important information on employment in the Washington, DC metropolitan area and other centers of Federal employment.

Further information on the inclusion of Federal employment in LODES/OnTheMap can be found in the Federal Employment in LODES/OnTheMap (doc/help/onthemap/FederalEmploymentInOnTheMap.pdf) (//www.census.gov/main/www/pdf.html) (487 KB) document.

Please send specific questions or concerns to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

4. Version 6.1.2 (5/15/2013): LODES Version 7 released in OnTheMap. Addition of 2011 data and Firm Age/Firm Size variables.

On May 15, 2013, LODES Version 7 released in OnTheMap. This data update included new data for 2011 as well as two new variables: Firm Age and Firm Size.

More information on the Firm Age and Firm Size variables can be found at http://lehd.ces.census.gov/research/ (http://lehd.ces.census.gov/research/).

Please send specific questions or concerns to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

5. Version 6.1.2 (6/6/2013): Rounding error in some OnTheMap Destination analyses

In response to a user query, a rounding error was identified in a number of census blocks in the OnTheMap application. When included as part of a Work area in a Destination analysis, these blocks returned incorrect totals (always an undercount). The source of this problem was a rounding error that occurred during the loading of the database that supports OnTheMap. Other analyses of these blocks were not affected by this issue. Also, raw LODES data files were not affected.

For a complete list of the census blocks that exhibited this issue, please see the Attachment to Data Notice #5 (doc/help/onthemap/OnTheMapDataNotice5Attachment.pdf) (//www.census.gov/main/www/pdf.html) (130 KB).

These rounding errors were corrected on 7/9/2013. Users are advised to rerun any Destination analysis generated prior to July 9 and involving one of the blocks identified in the attachment listed above.

Please send specific questions or concerns to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

6. Version 6.5 (3/3/2016): 2014 LODES Data, Massachusetts Data Release, NECTA Geography, 2015 TIGER.

In Version 6.5, OnTheMap has been updated to include the newest vintage of LODES data (LODES Version 7.2). Most states are available from 2002-2014. Also included in this release for the first time are Massachusetts data from 2011-2014.

New England City and Town Areas (NECTAs) are now a built-in selectable geography in OnTheMap. The underlying geography associated with the data has been updated to the most recent TIGER vintage, 2015.

7. Version 6.6 (9/25/2017): 2015 LODES Data, LODES 7.3 Release, 2015 TIGER, Latitude/Longitude in crosswalks.

In Version 6.6, OnTheMap has been updated to include the newest vintage of LODES data (LODES Version 7.3). Most states are available from 2003-2015. Starting in 2015 additional suppressions have been applied to the federal employment data. See lehd.ces.census.gov/doc/help/onthemap/LODESDataNote-FedEmp2015 (doc/help/onthemap/LODESDataNote-FedEmp2015.pdf) (//www.census.gov/main/www/pdf.html) (381 KB).

The state based crosswalk files now contain the internal point latitude and longitude fields used for calculations. The underlying geography associated with the data has been updated to the most recent TIGER vintage, 2016.

8. Version 6.6 (2/15/2019): Comparing Demographic Information Between LODES and QWI

With the R2017Q3 release of QWI, data sources that provide demographic characteristics were updated within the LEHD Data Infrastructure. As a result of these updates, shifts in demographic tabulations of the QWI when comparing to earlier releases, particularly in race and ethnicity, can be observed. Because LODES data generally are not revised, similar differences can be expected between the R2017Q3 release (and newer) of QWI and the LODES data through 2015. Future releases of LODES will use the updated demographic characteristic inputs and should be more in line with current releases of the QWI.

9. Version 6.7 (8/29/2019): LODES 7.4 Release, 2016 & 2017 Data, 2015 Wyoming Data, 2018 TIGER.

In Version 6.7 OnTheMap has been updated to include the newest release of LODES data (LODES Version 7.4). This release adds data for 2016 and 2017 and backfills data for Wyoming in 2014 & 2015. The underlying geography associated with the data has been updated to the most recent TIGER vintage, 2018, which includes 116th Congressional Districts.

Data for 2016 and 2017 does not currently contain information on Federal workers. Additionally, 2017 data are not available for jobs 2017 data release on 8/29/2019 ture.

10. Version 6.8 (December 8, 2020): LODES 7.5 Release, 2018 Data, 2017 South Dakota Data, 2016 & 2017 Federal Data, 2019 TIGER.

In Version 6.8 OnTheMap has been updated to include the newest release of LODES data (LODES Version 7.5). This release adds data for 2018 and backfills data for South Dakota in 2017 and data for Federal employment in 2016 & 2017. The underlying geography associated with the data has been updated to 2019 TIGER/Line files. Data for 2018 does not contain information on Alaska workers. Additionally, 2018 data does not contain information on firm age and size. These data may be added in the future.

Please send specific questions or concerns to CES,OnTheMap,Feedback@census.gov (mailto:CES,OnTheMap,Feedback@census.gov).

<< Previous Next >>

CONNECT WITH US (https://www.census.gov/about/contact-us/social_media.html) (https://www.facebook.com/usensusbureau) (https://twitter.com/usensusbureau) (https://www.linkedin.com/company/us-sensus-bureau) (https://www.youtube.com/user/usensusbureau) (https://www.instagram.com/usensusbureau) (https://public.govdelivery.com/accounts/USCENSUS/subscriber/new)

Accessibility (https://www.census.gov/about/policies/section-508.html) | Information Quality (https://www.census.gov/quality/) | FOIA (https://www.census.gov/foia/) | Data Protection and Privacy Policy (https://www.census.gov/privacy/) | U.S. Department of Commerce (https://www.commerce.gov)

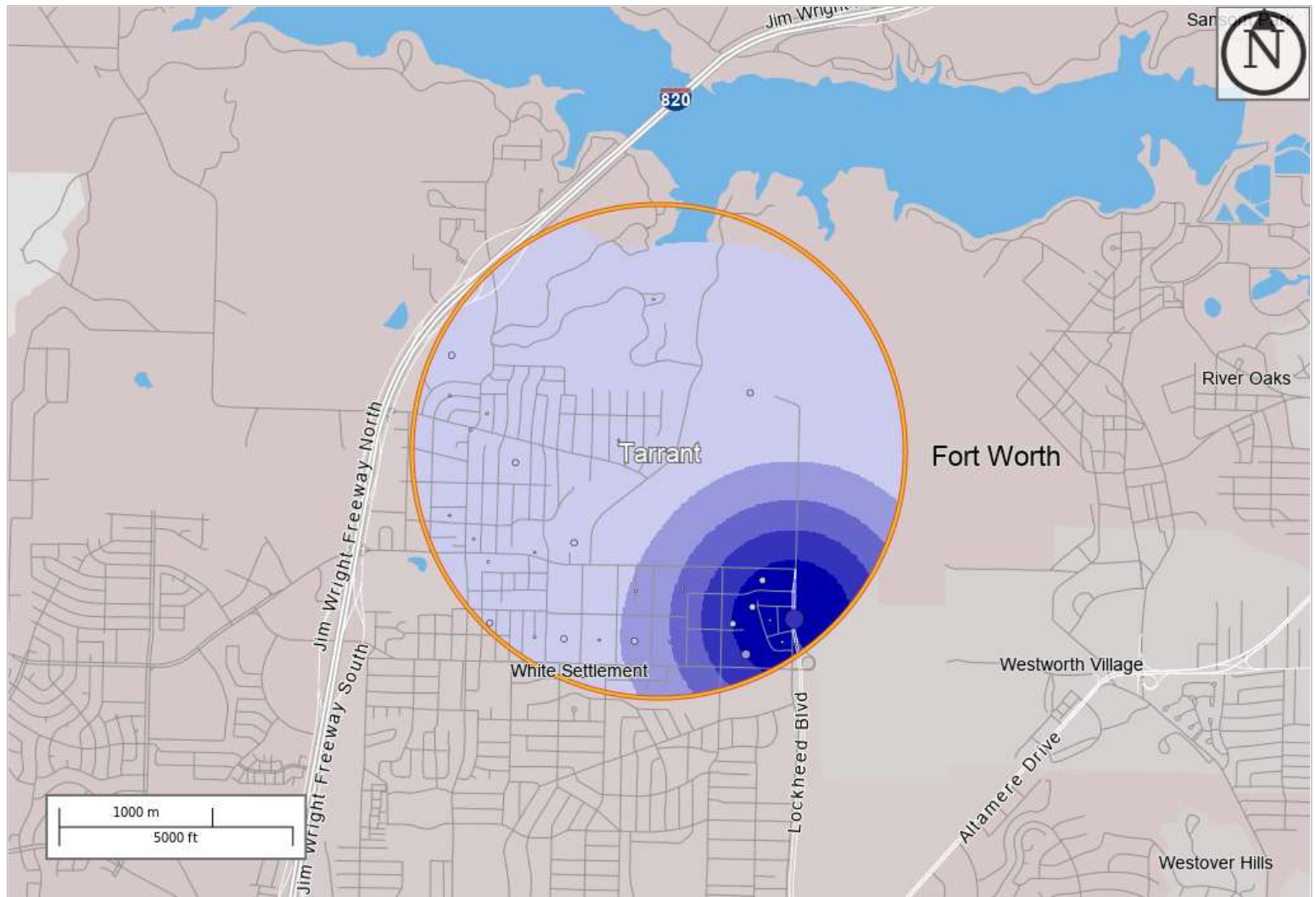
Work Area Profile Report

Primary Jobs for All Workers in 2017

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 01/21/2021

Counts and Density of Primary Jobs in Work Selection Area in **2017**

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

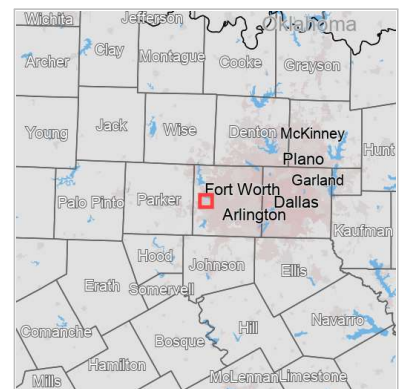
- 5 - 1,564
- 1,565 - 6,243
- 6,244 - 14,041
- 14,042 - 24,958
- 24,959 - 38,995

Job Count [Jobs/Census Block]

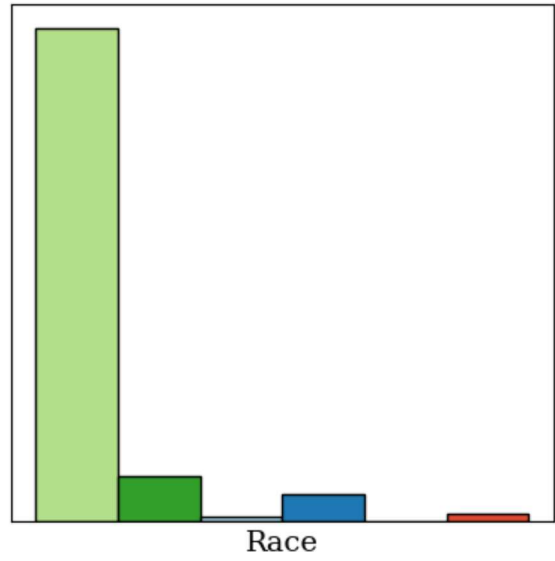
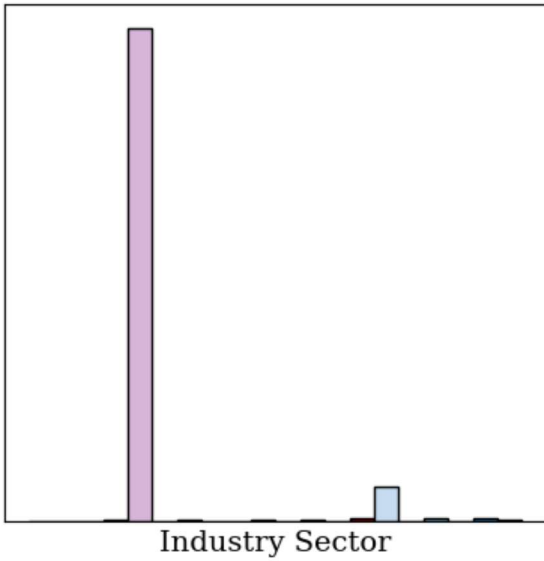
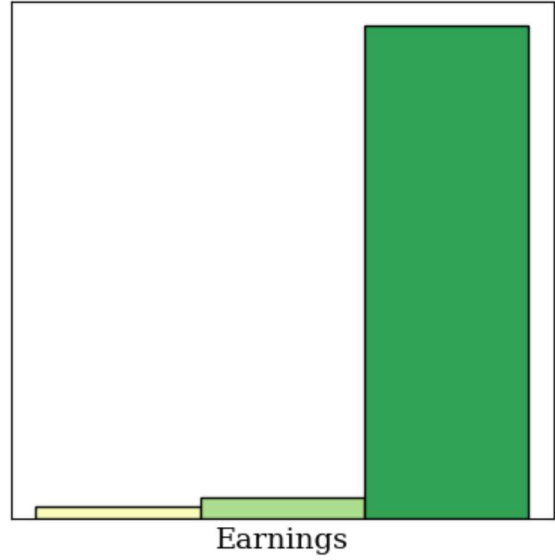
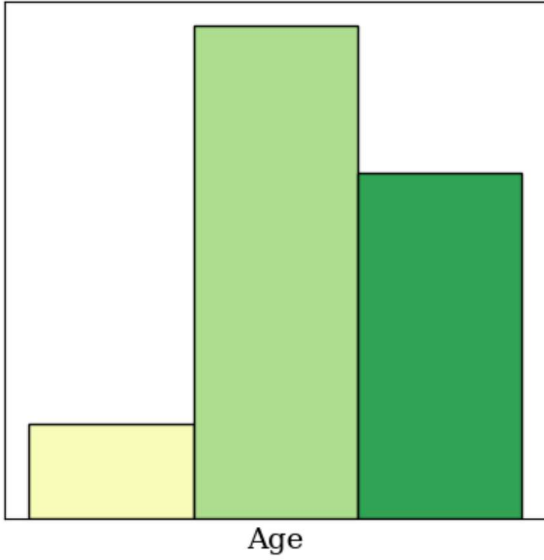
- 1 - 24
- 25 - 374
- 375 - 1,893
- 1,894 - 5,982
- 5,983 - 14,605

Selection Areas

- 🔷 Analysis Selection



Primary Jobs for All Workers by Total in 2017
Employed in Selection Area



Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

Total	2017	
	Count	Share
Total Primary Jobs	16,318	100.0

Exhibit A

<u>Total</u>	2017	
	<u>Count</u>	<u>Share</u>
Total Primary Jobs	16,318	100.0

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2017
Job Type	Primary Jobs
Labor Market Segment	All Workers
Selection Area	Selection Area Freehand Drawing buffered 1.00 miles
Selected Census Blocks	106
Analysis Generation Date	01/21/2021 14:41 - OnTheMap 6.8
Code Revision	5dc8e60ec2609d78ebfa7d4b188db13aacbb1ba6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

Exhibit A

From Application #21215 - GPS Coordinates

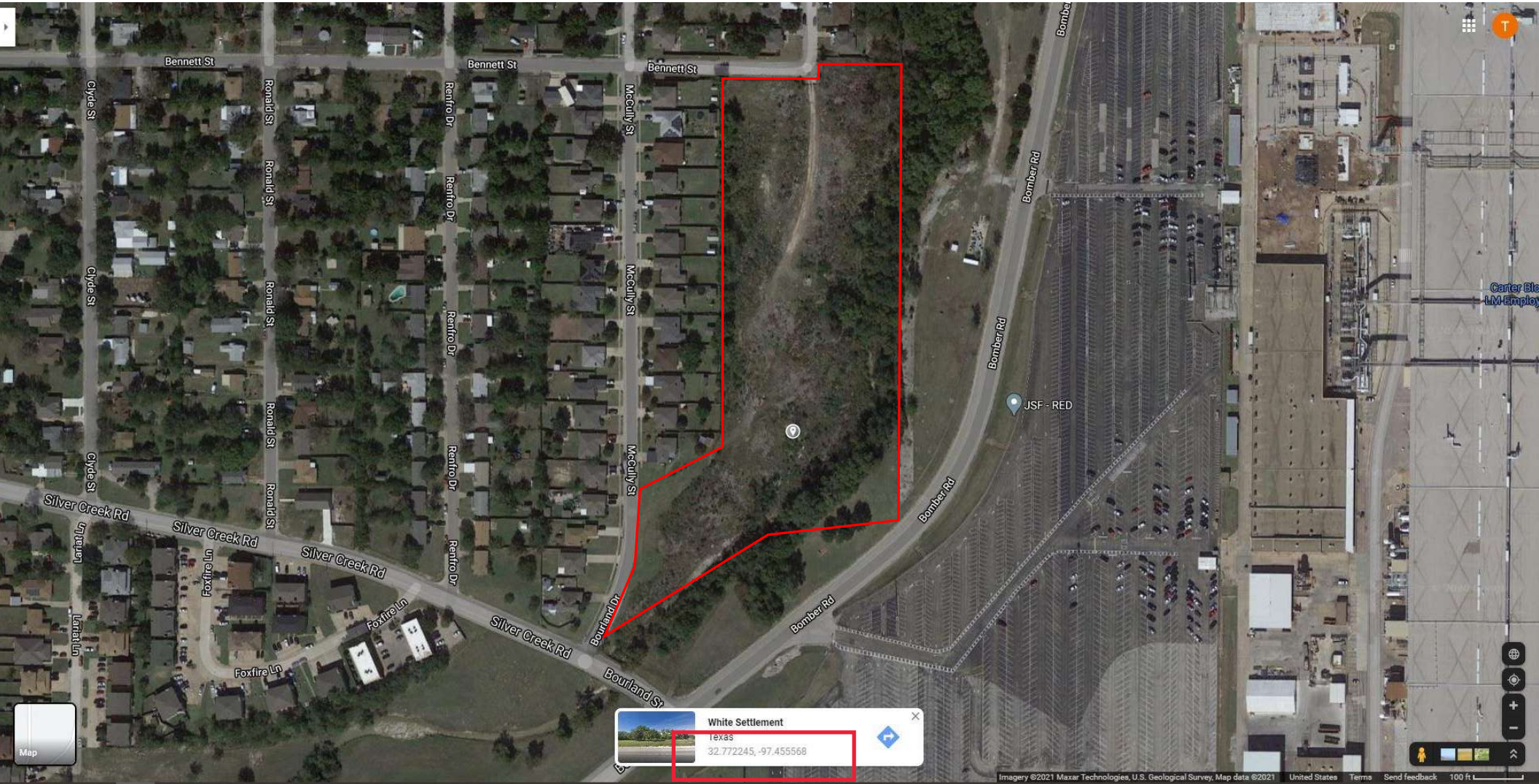


Exhibit A

From Application #21215 - GPS Coordinates

United States **Census** OnTheMap

LEHD Home Help and Documentation Reload Text-Only

Start Base Map Selection Results Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Work Area Profile Analysis

enter your own subtitle

Characteristic Filter Total
Year 2017

Map Controls
Color Key
Thermal Overlay
Point Overlay
Selection Outline
Identify Zoom to Selection
Clear Overlays Animate Overlays

Report/Map Outputs
Detailed Report
Export Geography
Print Chart/Map

Legends
5 - 1,564 Jobs/Sq.Mile
1,565 - 6,243 Jobs/Sq.Mile
6,244 - 14,041 Jobs/Sq.Mile
14,042 - 24,958 Jobs/Sq.Mile
24,959 - 38,995 Jobs/Sq.Mile
1 - 24 Jobs
25 - 374 Jobs
375 - 1,893 Jobs
1,894 - 5,982 Jobs
5,983 - 14,605 Jobs
Analysis Selection

Analysis Settings

Change Settings

Fort Worth

White Settlement

Westworth Village

West White Settlement

Lockneze Blvd

Jim Wright Freeway South

Jim Wright Freeway North

Jim Wright Freeway Northwest

1000 m
2000 ft

-97.45560, 32.77225

Click a Characteristic link in the Summary Report to see more detail.

Age Earnings
Industry Sector Race

View as Bar Chart

Total Primary Jobs

	2017	
	Count	Share
Total Primary Jobs	16,318	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,666	10.2%
Age 30 to 54	8,616	52.8%
Age 55 or older	6,036	37.0%

Earnings

	2017	
	Count	Share
\$1,250 per month or less	381	2.3%
\$1,251 to \$3,333 per month	667	4.1%
More than \$3,333 per month	15,270	93.6%

NAICS Industry Sector

	2017	
	Count	Share

Exhibit A

GPS coordinates from Torrington Silver Creek #21215 inputted to run 2018 OnTheMap report

The screenshot shows the OnTheMap web application interface. The map displays a circular selection area centered on a location in Tarrant County, Texas. The selection area is highlighted in blue, and the surrounding area is shaded in light blue. The map includes labels for "Tarrant" and "Port Worth".

Selection Area
Freehand Drawing buffered 1.00 miles
Selection Area: 3,140 Sq. Mi
Census Blocks: 106

Total Primary Jobs 2018

Total Primary Jobs	Count	Share
	17,949	100.0%

Worker Age 2018

Age Group	Count	Share
Age 29 or younger	2,334	13.0%
Age 30 to 64	9,250	51.5%
Age 65 or older	6,365	35.5%

Earnings 2018

Earnings	Count	Share

Coordinates: -97.45567, 32.77223

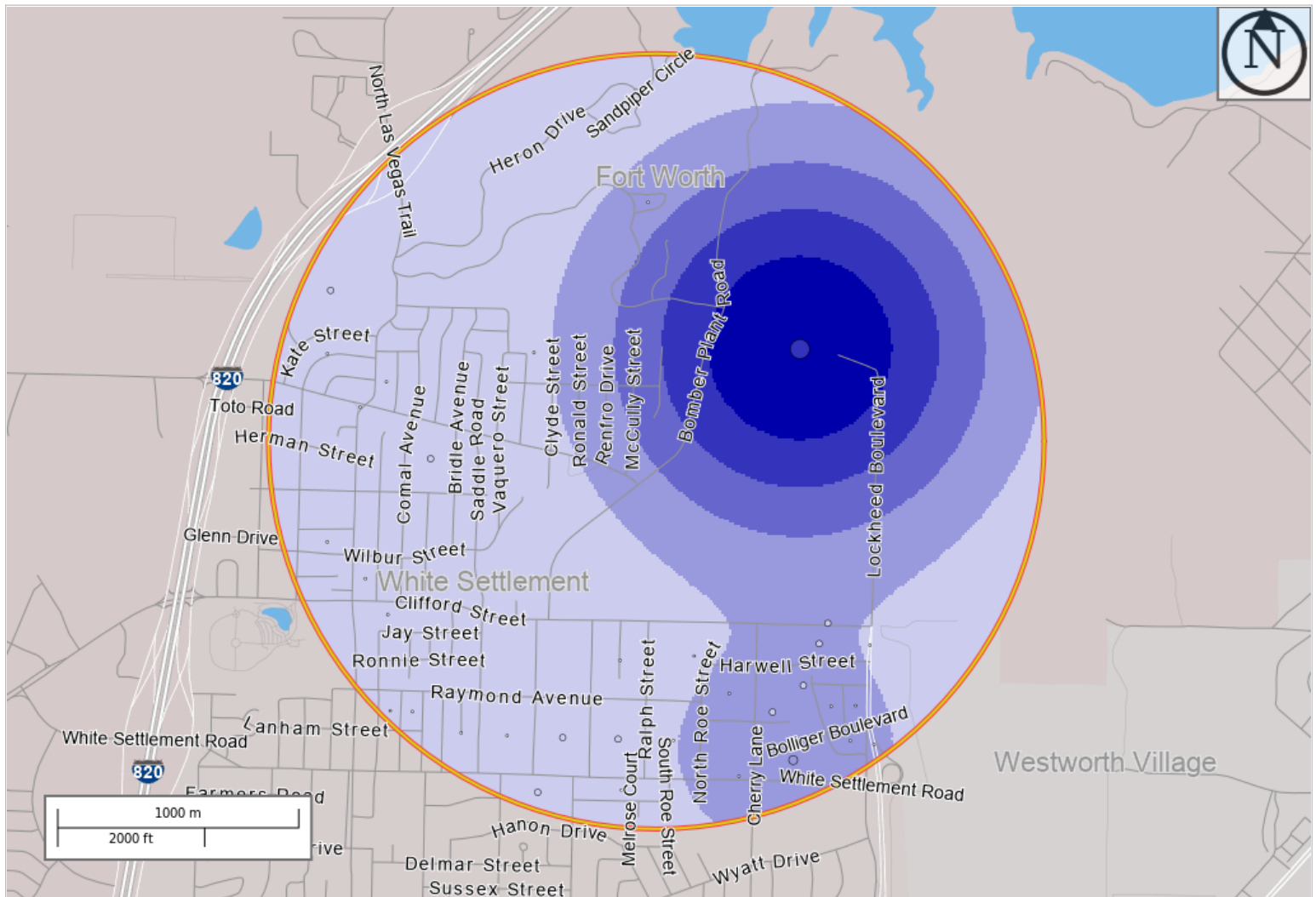
Work Area Profile Report

Primary Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 05/03/2021

Counts and Density of Primary Jobs in Work Selection Area in 2018

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

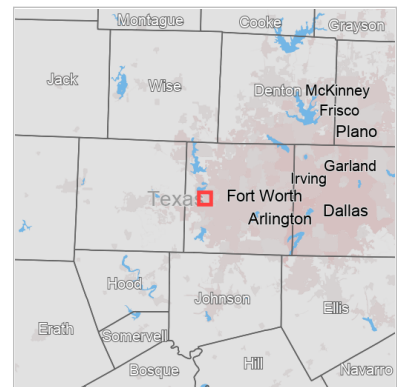
- 5 - 1,654
- 1,655 - 6,603
- 6,604 - 14,850
- 14,851 - 26,397
- 26,398 - 41,243

Job Count [Jobs/Census Block]

- 1 - 26
- 27 - 416
- 417 - 2,102
- 2,103 - 6,641
- 6,642 - 16,213

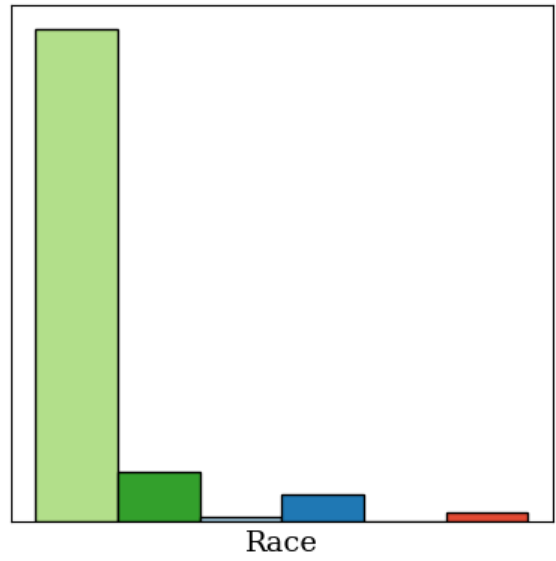
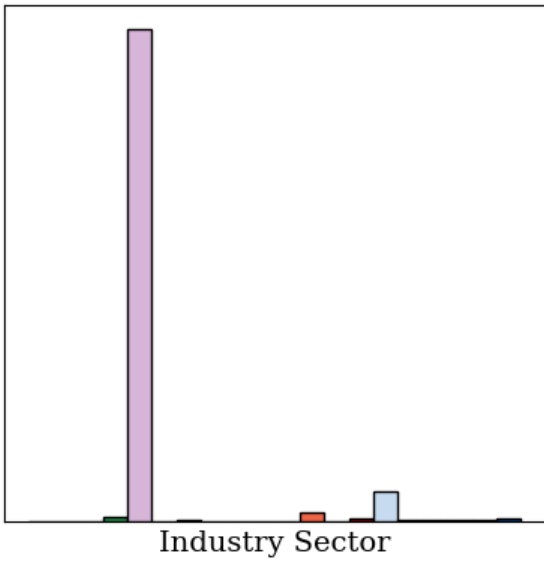
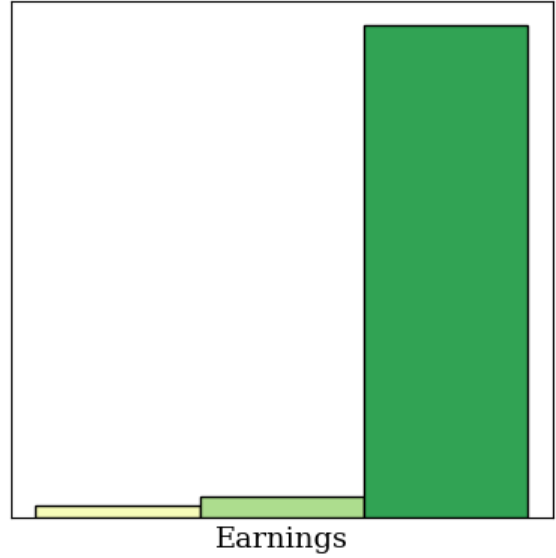
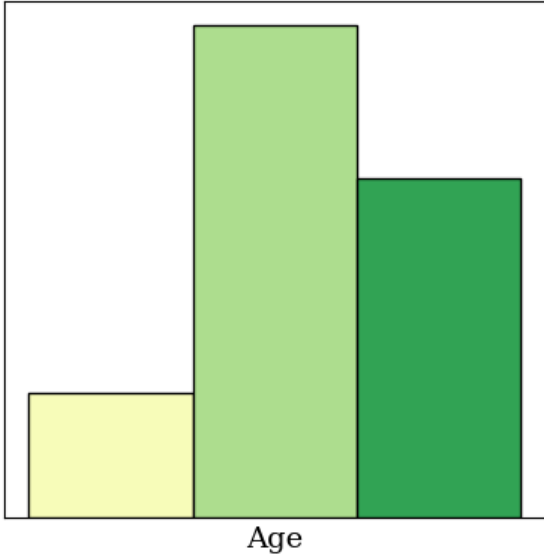
Selection Areas

- 🔴 Analysis Selection



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area

Total	2018	
	Count	Share
Total Primary Jobs	17,949	100.0

Exhibit A

Total	2018	
	Count	Share
Total Primary Jobs	17,949	100.0

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2018
Job Type	Primary Jobs
Labor Market Segment	All Workers
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Selected Census Blocks	106
Analysis Generation Date	05/03/2021 16:50 - OnTheMap 6.8
Code Revision	5dc8e60ec2609d78ebfa7d4b188db13aacbb1ba6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

Exhibit B

Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	MF Direct Loan Const. to Perm. (Repayable)	\$0			\$ -	0.00%	30	0		
TDHCA	MF Direct Loan Const. Only (Repayable)	\$0	0.00%							
TDHCA	Multifamily Direct Loan (Soft Repayable)	\$0	0.00%		\$ -	0.00%	0	0		
TDHCA	Mortgage Revenue Bond	\$0	0.00%		\$ -	0.00%	0	0		
Chase Bank	Conventional Loan	\$10,000,000	4.71%		\$ 8,600,000	4.71%	35	18		1
City of Dallas	Local Government Loan	\$500			\$ 500					
Third Party Equity										
National Equity Fund	HTC \$ 1,500,000	\$ 11,148,840			\$ 13,936,050					0.93
Grant										
	§11.9(d)(2)LPS Contribution									
Deferred Developer Fee										
		\$ 2,440,758			\$ 1,353,548					
Other										
	Direct Loan Match									
Total Sources of Funds		\$ 23,590,098			\$ 23,890,098					
Total Uses of Funds					\$ 23,890,098					

Permanently
Deferred
Developer Fee



If a revised form is submitted during the application review process, indicate the date of submission at the bottom of the form.

❖ **Tab 32 – Financial Capacity, Owner Equity and Loan-to-Cost Requirements (Direct Loan Applications only)**

This tab is applicable for the Department’s Direct Loan Applications if: (1) the Direct Loan request is more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA-515 program, or (2) the Direct Loan is the only source of Department funding (no HTCs are being requested) for the Development. Place the documentation described in the tab behind the tab.

❖ **Tab 33 – Matching Funds (Direct Loan Applications only)**

This form is applicable for Multifamily Direct Loan Applications, only. Detail the type of Match, amount, and source in the appropriate columns. See the Match Guidance section of the tab page as well as 10 TAC §13.2(9) and the NOFA for information and requirements about Match. Match in the amount required by the applicable NOFA, must be documented.

❖ **Tab 34 – Finance Scoring (Competitive HTC Applications only)**

This form is divided into 3 parts and is only applicable to Competitive HTC Applications.

- **Part 1 – Commitment of Development Funding by Local Political Subdivision (LPS) (10 TAC §11.9(d)(2))** To request the point, enter the name of the Local Political Subdivision providing the funding in the highlighted box at the top of this part. Indicate in the following three check boxes that the letter meets each of these criteria. **The letter must indicate the dollar value of the contribution and the dollar value of the contribution must be reflected in the Application.** A resolution from governing body can take the place of a letter. If the contribution reduces costs, it must be noted on the Development Cost Schedule. If the contribution is in the form of a loan, grant or similar instrument, it must be included with the development sources and uses. Contributions must equal \$500 or more if the Application is Urban and \$250 if the Application is Rural or USDA. The letter committing the funding and naming the same Local Political Subdivision named in the top box of this scoring item must be present in the “Tab 35. Supporting Docs.” The total points claimed will auto-populate the score box only if the boxes above it have entries.
- **Part 2 – Financial Feasibility (10 TAC §11.9(e)(1))** Make only one selection from the options listed on the form in this section. The Total Points Claimed will auto-populate based on your selection. As support for these points, **submit both a 15-year pro forma itemizing all projected income and expenses, signed by the permanent or construction lender AND a lender letter indicating financial feasibility and/or acceptable Principals. A template exists for an acceptable letter but an alternative letter may be used, as long as it contains the same information as the template.**
- **Part 3 – Leveraging of Private, State, and Federal Resources (10 TAC §11.9(e)(4))**
 - At least 5% of the total Units must be restricted to 30% AMGI. The form will calculate the percentage based on the information reflected in the *Rent Schedule*.
 - If the Development leverages CDBG Disaster Recovery, HOPE VI, RAD, or Choice Neighborhoods funding, mark the appropriate box.
 - The form will calculate Housing Tax Credit funding request as a percent of Total Housing Development Cost based on information reflected in the *Development Narrative* and the *Development Cost Schedule*. **Note that the rule calls for the funding request to be LESS THAN a certain percentage without rounding.**
 - **No more than 50% of the developer fee can be deferred to be eligible. **NOTE: This form does not perform this calculation.****
 - No supporting documentation is necessary unless claiming points based on a commitment of CDBG-DR, HOPE VI, RAD or Choice Neighborhood Funding.

21149

Residences at Alpha

May 3, 2021

By Email to bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: #21149; Residences at Alpha, Dallas, Dallas County, Texas;
Request for Administrative Deficiency (RFAD).

Dear Mr. Wilkinson:

It has come to our attention that Competitive Housing Tax Credit Application #21149 (“Residences at Alpha”) has claimed 3 points for Leveraging of Private, State, and Federal Resources (2306.6725(a)(3)). This Application has failed to satisfy part (B) of that rule stating that “In order to be eligible for points, no more than 50% of the Developer Fee can be deferred.” The Application Development Cost Schedule shows the total Developer Fee to be \$2,504,000 and the Schedule of Sources tab shows \$1,353,548 of that fee deferred. This equates to a 54% deferred fee. 11.201(7)(B) of the QAP states that “Applicants may not use the Deficiency Process to increase a scoring item's points or to change any aspect of the proposed Development, financing structure, or other element of the Application.” We respectfully request that this point item be reviewed for Application 21149.

Thank you for your consideration of this request. If you have any questions, please feel free to call the undersigned at 917-597-8300.

Sincerely,



Payton Mayes
Parmore Jupiter Road, LP

cc: Alena Morgan, Administrator, 9% Competitive Housing Tax Credit Program
Marni Halloway, Director of Multifamily Finance

21177

Carver Ridge Apartments



May 3, 2021

Via Email and ServU FTP client

Ms. Alena Morgan, Administrator of 9% Program (Alena.Morgan@tdhca.state.tx.us)

Ms. Marni Holloway, Director of MF Finance (Marni.Holloway@tdhca.state.tx.us)

Texas Department of Housing and Community Affairs

221 East 11th Street, Austin, TX 78701

Re: §11.10 Third Party Request for Administrative Deficiency for application # 21177
(CarverRidge Apartments)

Dear Ms. Morgan and Ms. Holloway :

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the "QAP"), please let this letter serve as our Third-Party Request for Administrative Deficiency ("RFAD") with regards to Application # 21177, Carver Ridge Apartments ("The Application"). A copy of this request is being delivered via email simultaneously to representatives of The Application.

We have identified two (2) areas of deficient information and documentation in The Application which we would like staff to consider:

Issue #1: §11.203 Public Notifications (§2306.6705(9))

Page 195 of The Application stated that all Elected officials were identified in the Pre-Application and there have been no changes.

The pre-application has both County Commissioner Precinct 3, Ms. Valerie Covey's name misspelled "Covery" (incorrect) vs. "Covey" (correct).

The pre-application also has State Representative James Talarico's name misspelled "Talerico" (incorrect) vs. "Talarico" correct.

If Public Notifications were submitted via email, it is questionable as to whether the intended recipients received the required Public Notification since the email address many times contains the name as part of the email address. For example, James.Talarico@house.texas.gov. If the name was similarly misspelled in the email address and the notification was not received, then the Applicant has not met the general requirements of the application process.

We are requesting evidence that both Commissioner Covey and State Representative Talarico received the required Public Notification.

If evidence of the required Public Notification per §11.203 of the QAP cannot be provided, then the Application would be ineligible to receive an allocation of tax credits since it has not met the requirements of the application process.

Issue #2: Omission of Evidence for §11.9(c)(4) of the QAP related to Opportunity Index points

In order to qualify for seven points under §11.9(c)(4) of the QAP associated with high opportunity areas (“Opportunity Index Points”), a proposed development needs to first satisfy requirements under §11.9(c)(4)(A)(i) or §11.9(c)(4)(A)(ii) of the QAP to be able to claim additional points under §11.9(c)(4)(B) of the QAP.

§11.9(c)(4)(A)(i) states the following: *“The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and a median household income rate in the two highest quartiles within the uniform service region.”*

The Carver Ridge Apartments application is located at the SEQ of FM 1660 and CR 137 in Hutto, TX 78634 (the “Proposed Development Site”). The Proposed Development Site falls entirely within census tract #48491020809, which has a median poverty rate by region of 8.9% and a poverty rate by census tract of 6.10%, and is in a third quartile. Since the poverty rate of the census tract is below the 20% poverty rate threshold, the Application passes the poverty rate test, but because it is in a third quartile, the Application is ineligible to claim the two (2) points under this section of the QAP.

§11.9(c)(4)(A)(ii) states the following: *“The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, with a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. For purposes of this scoring item, a highway is a limited-access road with a speed limit of 50 miles per hour or more;”(1 point)*

An excerpt from Tab 9, page 26 of The Application is as follows:

Site Information Form Part II	
	Self Score Total: 131
<input type="checkbox"/>	Part 1 entries are related to Concerted Revitalization Plan, and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.
1.	Opportunity Index (Competitive HTC and Direct Loan Applications Only) (10 TAC §11.9(c)(4); 10 TAC §13.6(1))
<input checked="" type="checkbox"/>	Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
AND	
<input type="checkbox"/>	The census tract has a median household income rate in the two highest quartiles within the region (2 points).
OR	
<input checked="" type="checkbox"/>	The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).
Contiguous Census Tract #	48491020807
Contiguous Tract Quartile	2nd

In reviewing the application, it is impossible to determine with the information provided whether this site is eligible to claim points for §11.9(c)(4)(A)(ii), since there is no evidence to support such claim. The Application (Tab 9, Site Information Form Part II, starting on page 26) fails on the following:

- Does not identify which tract is the adjacent contiguous tract in question since no other census tracts are labeled;
- Does not show the boundaries of any other census tracts;
- Does not include a scale showing distance;
- Does not identify the distance to the adjacent contiguous tract being claimed for points;
- Does not clearly indicate that there is no physical barrier between tracts, along with supportive documentation
- No evidence provided that the contiguous tract is actually in the 2nd income quartile (this is not an auto-populated field in the 9% LIHTC application)

Furthermore, since the Carver Ridge Application is not eligible to claim points under §11.9(c)(4)(A)(i) nor §11.9(c)(4)(A)(ii) of the QAP, it is also not eligible to claim additional points under §11.9(c)(4)(B) of the QAP.

The Application should be disqualified for the 7 points associated under the Opportunity Index scoring of QAP §11.9(c)(4) because they failed to provide the adequate evidence necessary to prove their compliance with the threshold requirement.

Additionally, since the Opportunity Index Points fall under the self-score, we believe the Carver Ridge Application should no longer be eligible for six points associated with pre-application participation because Carver Ridge Application now fails a requirement under §11.9(e)(3)(E) of

the QAP which states the following: "The Application final score (inclusive of only scoring items reflected on the self score form) does not vary by more than four (4) points from what was reflected in the preapplication self score."

Accordingly, we request staff deny Carver Ridge Application as being eligible to claim points under §11.9(c)(4) and §11.9(e)(3) for the reasons stated above, which would result in a loss of 13 points from Carver Ridge Application final score.

Sincerely,

Ina K. Spokas

Ina K. Spokas
Member of GP

Via email as provided in application # 21177:

Cc: Justin Zimmerman jmzlandco@wilhoitproperties.com
Melissa Forster mforster@wilhoitproperties.com

Applicant Information Page

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

1. Applicant Contact Information

Name:	<u>Justin Zimmerman</u>	Phone:	<u>(417) 890-3239</u>	
			Office	Extension
Email:	<u>jmzlandco@wilhoitproperties.com</u>		<u>(417) 861-6757</u>	
			Mobile	
Mailing Address:	<u>1329 East Lark Street</u>			
	Street			
	<u>Springfield</u>	<u>MO</u>	<u>65804</u>	
	City	State	Zip	

2. Second Contact

Name:	<u>Melissa Forster</u>	Phone:	<u>(417) 885-3500</u>	
			Office	Extension
Email:	<u>mforster@wilhoitproperties.com</u>		<u>(605) 430-5603</u>	
			Mobile	

KCG Companies

9333 North Meridian Street Suite 230 | Indianapolis, IN | 46260 | (317) 708-6519
www.kcgcompanies.com

21185

Weslaco Village

To: TDHCA 9% Program & applicant for 21185 / Bradford McMurray
 Re: 3rd Party Administrative Deficiency
 Application: 21185 Weslaco Village
 Date: May 3, 2021

Part 1: Does this qualify for At-Risk Set Aside?

Application 21185 did not provide any supporting documentation to confirm it qualifies for the At-Risk Set-Aside under (3)(B)(i). Applicant only provided information as it relates to (3)(B)(ii), but both clauses must be met for eligibility.

The application checked that it qualified for At-Risk Set-Aside based on “The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.”

However, based on HUD records, Weslaco Village appears to be funded from 24 CFR Part 880, Housing Assistance for New Construction, which is NOT currently included as part of a qualifying project for the At-Risk Set Aside based on Texas Administrative Code. Part 886 is applied to previously built properties and not for New Construction (NC).

<https://www.govinfo.gov/content/pkg/CFR-2006-title24-vol4/pdf/CFR-2006-title24-vol4-sec886-301.pdf>

HUD 24 CFR Part 886 Subpart C:

<https://www.govinfo.gov/content/pkg/CFR-2006-title24-vol4/pdf/CFR-2006-title24-vol4-part886-subpartC.pdf>

“The purpose of this subpart is to provide for the use of Section 8 housing assistance in connection with the sale of HUD-owned multifamily rental housing projects and the foreclosure of HUD- held mortgages on rental housing projects (as defined in 24 CFR 290.5).”

21885 did not provide evidence of foreclosure assistance relating to Part 886 Subpart C or any other documentation that it met part (3)(B)(i) to qualify for the At-Risk Set-Aside.

As noted in the application, Weslaco Village’s Section 8 project number is TX590023009 with FHA Project Number 115-35363.

Excerpt from HUD MF_Assistance_&_Sec8_Contracts workbook shows **Weslaco Village was funded as Section 8 New Construction (NC). Part 886 was used for existing properties in foreclosure not New Construction.**

property_id	property_nar	tracs_effectv	tracs_overall	tracs_overall	tracs_overall	tracs_current	tracs_status	contract_term	assisted_unit	is_hud_admii	is_acc_old_ir	is_acc_perfo	contract_doc	program_typ	program_typ	program_typ
800021517	WEBBER GARDE	6/1/2004	5/31/2021	2021 Q3	2021 Q3	5/31/2021	Active	204	120 N	N	N	Y	HAP	Sec 8 NC	S8NC	Other S8 New
800021518	Weslaco Village	12/1/2020	11/30/2021	2022 Q1	2022 Q1	11/30/2021	Active	12	44 N	N	N	Y	HAP	Sec 8 NC	S8NC	Other S8 New
800021519	WESLEY SQUAR	8/1/2009	7/31/2029	2029 Q4	2029 Q4	7/31/2021	Active	240	252 N	N	N	Y	HAP	LMSA	LMSA	S8 Loan Mgmt

This is also confirmed on the HUD contractrenewablecontracts workbook that Weslaco Village was funded as New Construction and not as foreclosure assistance.

1	property_id	contract_number	program_category	program_type_name	program_type_group_code	program_type_group_name	tr
21713	800021518	TX590023009	Section 8	Sec 8 NC	S8NC	Other S8 New	
21714	800021223	TX590024001	Section 8	Sec 8 NC	S8NC	Other S8 New	

Workbook can be found here:

https://www.hud.gov/program_offices/housing/mfh/exp/mfhdiscl

Part 2: Excessive Development Costs – Notes to TDHCA Underwriting

Applicant for Weslaco Village has several development cost line items that TDHCA should review:

1. Relocation for 36 out of 44 units budgeted at an excessive cost of \$550,000 including “16% administrative fee” in excess of the maximum 15% developer fee in budget.
2. \$100,000 included for “Rent Up” for a property that has a nearly full relocation during construction.
3. Real Estate Attorney at \$200,000. Typical cost for a closing attorney for a layered 9% application is \$65,000- \$100,00.

The overestimation of the above costs (amongst others) along with a cash-out profit to identity of interest seller on the acquisition of the site estimated at \$900-\$1M (acquisition cost less outstanding liabilities at closing) in excess of the 15% developer fee, puts Weslaco Village LIHTC request per LIHTC unit at the 3rd highest in the entire NC or Recon 9% 2021 round. It should be noted that peer applications do not cash-out acquisition profit, but leave in the transaction as a Seller Note so that Cash-Out is not paid for by the 9% LIHTC program. The additional profit on the cash-out profit also created about 85,000 in tax credits given the 8.99% leveraging.

Average LIHTC per LIHTC unit request was \$18,135 for entire round (NC and Recon) and \$20,441 for developments of 65 LIHTC units and fewer. Weslaco credit request is \$27,500, 34% and 26%, respectively, higher than average making it the 3rd highest request in round per LIHTC unit, yet this property does not have unique characteristics nor is suburban West Texas Valley considered a high-cost location that would make it extremely expensive to build compared to peer applications in round.

NC or Recon		# of apps	Avg LIHTC units	Avg \$/LIHTC unit	21185 - Weslaco 44 LIHTC units	% higher
All	All Regions	115	74	\$18,135	\$27,500	34%
65 units or less	All Regions	44	50	\$20,441	\$27,500	26%
All	Region 11	13	69	\$19,803	\$27,500	28%
65 units or less	Region 11	6	50	\$22,265	\$27,500	19%

Office of the Assistant Secretary, HUD

§ 886.302

(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (g)(1) of this section, a person does not qualify as a “displaced person” (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, received written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that he or she would not qualify as a “displaced person” (or for assistance under this section) as a result of the project;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The owner may ask HUD, at any time, to determine whether a displacement is or would be covered by this section.

(h) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term “initiation of negotiations” means the owner’s execution

of the Housing Assistance Payments Contract.

(Approved by Office of Management and Budget under OMB Control Number 2506-0121)

[58 FR 43721, Aug. 17, 1993. Redesignated at 59 FR 36643, July 18, 1994, as amended at 65 FR 16724, Mar. 29, 2000]

Subpart B [Reserved]

Subpart C—Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects

SOURCE: 44 FR 70365, Dec. 6, 1979, unless otherwise noted.

§ 886.301 Purpose.

The purpose of this subpart is to provide for the use of Section 8 housing assistance in connection with the sale of HUD-owned multifamily rental housing projects and the foreclosure of HUD-held mortgages on rental housing projects (as defined in 24 CFR 290.5).

[58 FR 43722, Aug. 17, 1993]

§ 886.302 Definitions.

The terms *Fair Market Rent (FMR)*, *HUD*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

Act. The United States Housing Act of 1937.

Agreement. An Agreement to Enter into a Housing Assistance Payments Contract. See § 886.332.

Annual income. As defined in part 5 of this title.

Contract. (See Section 8 contract.)

Contract rent. The rent payable to the owner under the contract, including the portion of the rent payable by the family. In the case of a cooperative, the term “contract rent” means charges under the occupancy agreements between the members and the cooperative.

Decent, safe, and sanitary. Housing is decent, safe, and sanitary if it meets the physical condition requirements in 24 CFR part 5, subpart G.

Eligible project or project. A multifamily housing project (see 24 CFR part 290):

21186

Palms at Blucher Park

AVANTI HERITAGE PARK, LP

Via Electronic Mail

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

**RE: Palms at Blucher Park, TDHCA # 21186
Third Party Request for Administrative Deficiency**

Dear Ms. Morgan,

Please accept this correspondence as a Request for Administrative Deficiency on behalf of Avanti Heritage Park, LP, TDHCA #21275, for the Palms at Blucher Park, TDHCA #21186, proposed in the City of Corpus Christi. In accordance with §11.10 of the 2021 Qualified Allocation Plan (“QAP”) we are requesting that staff consider whether the matters described in this request and supporting documentation warrant one or more Administrative Deficiencies and ultimately a downward adjustment of six points to the Applicant’s self-score. Capitalized terms used but not defined in this letter shall have the meanings given them in the QAP.

Specifically, we are contesting the eligibility of the application to receive six (6) points under §11.9(e)(3), which awards points to an application based on “Pre-Application Participation.” As described in §11.8(b)(2)(B)(viii) of the QAP, found within the Pre-Application Threshold Criteria, the Applicant must notify the “State Representative of the district whose boundaries include the proposed Development Sites.” Additionally, failure to meet any of the Pre-Application Threshold Criteria will result in the termination of the Pre-Application submitted by the Applicant as noted in §11.8(b).

Avanti Heritage Park, LP
8500 Shoal Creek Blvd, Bldg. 4, Ste. 208, Austin, TX 78757
Phone – (512) 982-1342 | Fax – (512) 900-2860
contact@madhousedevlopment.net

As part of its Pre-Application, the Applicant claims to have notified State Representative Todd Hunter, who serves Texas House District 32. However, the Applicant's Development Site is located within the boundaries of Texas House District 34 served by State Representative Abel Herrera. Evidence illustrating the location of the Development Site within the boundaries of Texas House District 34 is attached. Section 11.8(b)(2)(B) of the QAP further states "[o]nly a timely and compliant written notification to the correct entity constitutes notification." The Applicant failed to meet the Pre-Application Threshold Criteria; therefore, its Pre-Application should be found ineligible ultimately making the Applicant ineligible for the six points requested for Pre-Application Participation.

Additionally, we would like to contest the Applicant's eligibility to claim an increase in Eligible Basis under §11.4(c)(3)(E), which states that an Applicant is eligible for an increase in Eligible Basis if "the Development is in an area covered by a concerted revitalization plan, is not an Elderly Development, and is not located in a QCT." The Development is in fact located within a Qualified Census Tract and therefore does not meet the requirement of the rule.

A copy of this request is being delivered concurrently to a representative for Application #21186. I appreciate your review and consideration of this matter. Please let me know if you have any questions or if I can provide any additional information.

Sincerely,



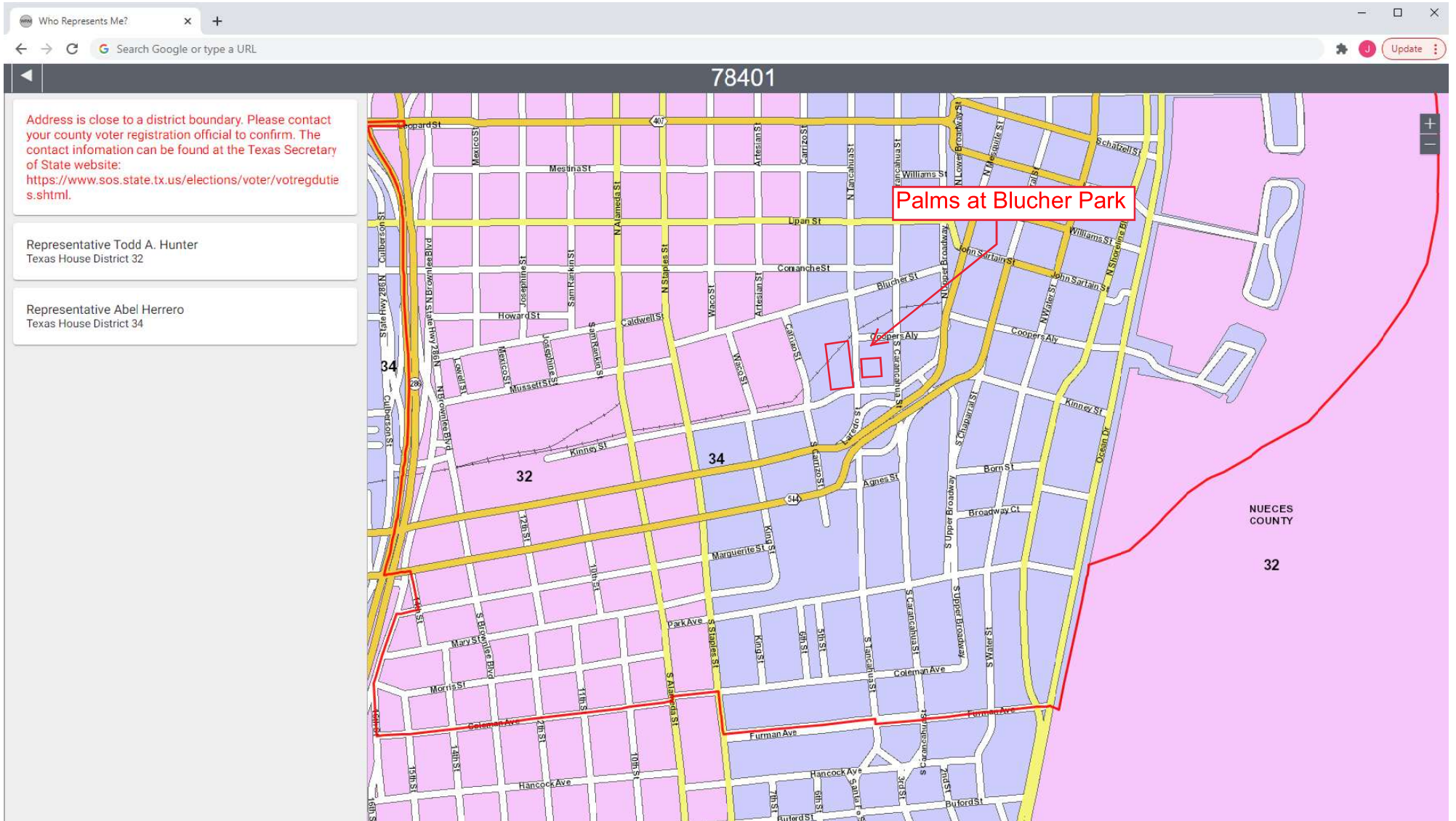
Enrique Flores, IV, Authorized Signatory
Avanti Heritage Park, LP

CC: Bradford McMurray – bradfordmc@prosperahcs.org
Cindy Marquez – cindym@prosperahcs.org
Raymond Lucas - luke007rhl@aol.com

EXHIBIT A

Exhibit A

Plams at Blucher Park - Texas House District Map



21189

Village at Boyer

Via Email

April 27, 2021

Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 E. 11 Street
Austin, TX 78711-3941

RE: Village at Boyer, TDHCA #21189

Mr. Wilkinson,

Please accept this correspondence as a Request for Administrative Deficiency of the Development for Village at Boyer, a proposed 2021 9% Development in San Antonio, TX. We are contesting the eligibility of the application to receive points under subsection 11.9 (d)(7) Concreted Revitalization Plan.

The Applicant included two concerted revitalization plans as part of their CRP Packet and Application. The CRP Packet references a.) the Arena District/ Eastside Community Plan Area Plan and b.) the Urban Renewal Plan. We feel that the Applicant did not submit a “qualified” Concerted Revitalization Plan meeting the requirements of Section 11.9 (d)(7)(A) of the QAP and does not qualify for the 7 points under Section 11.9 (d)(7)(A)(iv). The second “qualified” plan submitted (the Urban Renewal Plan), which the Applicant references throughout their CRP Packet, was not identified in the Resolution provided from the City as required under Section 11.9(d)(7)(A)(iv).

Furthermore, we feel that the Applicant may not qualify for an Administrative Deficiency. The CRP Packet completed by the Applicant clearly uses the Urban Renewal Plan to meet the requirements of Section 11.9(d)(7)(A) of the QAP but failed to submit a Resolution from the City identifying it as most contributing. The CRP Packet clearly shows that the Applicant relied on the Urban Renewal Plan to provide documentation showing committed funding sources as well referencing a timetable to meet the requirements under Section 11.9 (d)(7)(A)(iii) of the QAP.

The following exhibits compile our analysis to support our request.

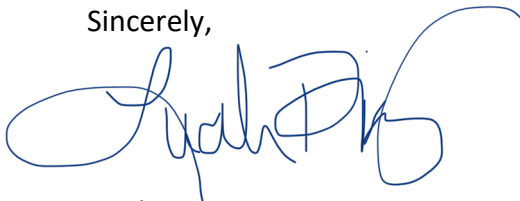
1. See ***Exhibit A*** - an analysis of the CRP Packet referencing what has been provided in the Application by the Applicant.
2. The Applicant referenced the Urban Renewal Plan under the CRP Packet, but failed to provide a Resolution from the City identifying the project as most contributing under the Urban Renewal Plan. ***See Exhibit B***—Resolution provided by the Applicant.
3. Application #21231 Four25 San Pedro has received a Resolution from City identifying Four25 San Pedro as contributing most to the Urban Renewal Plan. ***See Exhibit C***. No

other Applicant received a Resolution from the City listing the Urban Renewal Plan to meet the requirements under Section 11.9 (d)(7)(A)(iii) of the QAP.

4. A letter from the City of San Antonio also states that no other areas other than those identified in the letter provided have received funding under the funding sources defined in the Urban Renewal Plan. *See Exhibit D.* We have attached the letter from the City of San Antonio, identifying the areas within the plan that have been funded via the 2017-2022 Neighborhood Bonds Program – the funding source for the Urban Renewal Plan.

I appreciate your review and consideration of this matter. Please let me know if you have any questions or if I can provide you with any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lucila Diaz', with a large, sweeping flourish extending from the end of the signature.

Lucila Diaz
Vice President of Development
Franklin Development

Exhibit A

1. **The Applicant references in the CRP Packet that the Development Site is located in the Urban Renewal Plan under Section 1 but did not provide a Resolution showing the Development as “most contributing”.**

My Development Site is located in a distinct area known locally as (or named by the CRP as) the Arena District/Eastside Community Plan and the San Antonio Urban Renewal Plan Near East Neighborhood Improvement Area that is larger than the assisted housing footprint.

2. **Under Section 3 of the CRP Packet, the Applicant references solely to the Urban Renewal Plan’s timetable. There is no reference as to when funding occurred under the Arena District/ Eastside Community Plan.**

A description of the plan’s timetable can be found at (document name, page number(s), etc.) San Antonio Urban Renewal Plan, page 11.

3. **Under Section 3 of the CRP Packet, a reference to local funding programs, such as the Tax Increment Financing and City/SAWS Fee Waivers are referenced as a description of sufficient, documented and committed funding for the plan and that evidence that the funding has been flowing to address the problems identified in the plan or that the problems have been sufficiently addressed. The Resolution from the City submitted by the Applicant makes no reference to a TIF Plan documenting \$50 million dollars of improvements. City/ SAWS Fee Waiver are usually granted via a general application that most Developers can apply for. This funding source would not qualify as a qualified plan under Section 11.9 (d)(7)(A) of the QAP.**

A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc.) See CRP Letter from Local Official (funding includes City of San Antonio Bond Programs, Tax Increment Financing, and City/SAWS Fee Waivers), which documents at least \$50 million in funding for the plan.

Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc.) See CRP Letter from Local Official, Urban Renewal Plan/Neighborhood Improvements Bond Program Update, which describes funds allocated in accordance with the San Antonio Urban Renewal Plan.

4. **Under Section 4 of the CRP Packet, the Applicant references the Urban Renewal Plan showing that “the Plan” is either current at the time of Application and has evidence that the work to address problems in the plan has begun. The Arena District/ Eastside Community Plan is not referenced under Section 4 of the CRP Packet. This is a requirement of Section 11.9 (d)(7)(A) of the QAP in order for the Concerted Revitalization Plan and Development to qualify for points under Section 11.9**

(d)(7)(A)(iv) of the QAP.

The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.

- The plan is current at the time of Application, and the effective period for the plan is ongoing or until 2040 and can be found at (document name, page number(s), etc.) San Antonio Urban Renewal Plan, pages 12 and 14; or
- Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc.) See attached CRP Letter from Local Official, Urban Renewal Plan/Neighborhood Improvements Bond Program Update, and Bond Projects in CRP Area, which includes information about the bond projects complete or in progress near the site; AND.

JYW
02/11/2021
Item No. 22D

RESOLUTION **2021 - 02 - 11 - 0011R**

OF SUPPORT FOR ALT AFFORDABLE HOUSING SERVICES, INC. – ARBOR PLACE’S APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2021 COMPETITIVE 9% HOUSING TAX CREDITS PROGRAM FOR THE DEVELOPMENT OF VILLAGE AT BOYER, A 86-UNIT MULTI-FAMILY RENTAL HOUSING DEVELOPMENT LOCATED IN COUNCIL DISTRICT 2; ALLOWING THE CONSTRUCTION OF THE DEVELOPMENT TO BE LOCATED WITHIN ONE LINEAR MILE OR LESS FROM ANOTHER DEVELOPMENT; AND IDENTIFYING THE DEVELOPMENT AS CONTRIBUTING MORE THAN ANY OTHER DEVELOPMENT TO THE CONCERTED REVITALIZATION WITHIN THE ARENA DISTRICT/EASTSIDE COMMUNITY PLAN.

* * * * *

WHEREAS, ALT Affordable Housing Services, Inc. – Arbor Place (the “Applicant”) has proposed an 86-unit affordable multi-family rental housing development named Village at Boyer (the “Development”), to be located at 1510 Hoefgen Avenue in Council District 2 in the City of San Antonio, Texas (the “City”); and

WHEREAS, the Applicant will submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for the 2021 Competitive 9% Housing Tax Credits for the Development (the “Application”); and

WHEREAS, notice was provided to the City in accordance with Texas Government Code §2306.67071(a); and

WHEREAS, the City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

WHEREAS, it is necessary that the City hold a hearing for comments to be made on the proposed Development in accordance with Texas Government Code §2306.67071(b); and

WHEREAS, the City, acting through its governing body, hereby confirms that it supports the proposed 86-unit affordable multi-family rental housing development named Village at Boyer (the “Development”), to be located at 1510 Hoefgen Avenue in Council District 2 in the City of San Antonio, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on February 11, 2021, and

WHEREAS, pursuant to section 11.3 (d) of the Texas Department of Housing and Community Affairs’ 2021 Qualified Allocation Plan (“QAP”), an Application that proposes the New Construction or Adaptive Reuse of a Development that is located one linear mile or less measured by a straight line on a map from the closest point on each development) from another development that:

- 21100-11-90-1508
- (A) serves the same type of household as the Development, regardless of whether the Development serves families, elderly individuals, or another type of household; and
 - (B) has received an allocation of Housing Tax Credits or private activity bonds for any New Construction at any time during the three-year period preceding the date the Application Round begins;
 - (C) has not been withdrawn or terminated from the Housing Tax Credit Program; and
 - (D) does not meet one of the other exceptions listed in §11.3(d)(2)(A) – (F) of the QAP, shall be considered ineligible, unless the Governing Body of the appropriate municipality or county where the Development is to be located has by vote specifically allowed the construction of a new Development located within one linear mile or less from a Development described above; and

WHEREAS, the City finds that it is necessary to waive the “three year, one mile rule” in order to increase the amount of affordable housing within the area in which both Developments will be located; and

WHEREAS, City staff has identified that the Development is located within the Arena District/Eastside Community Plan; and

WHEREAS, the City finds that this Development contributes more than any other to the concerted revitalization efforts of the City in the Arena District/Eastside Community Plan; **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), the City hereby certifies and finds that:

- (i) Notice has been provided to the City in accordance with Texas Government Code §2306.67071(a); and
- (ii) The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
- (iii) The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Texas Government Code, §2306.67071(b); and
- (iv) After due consideration of the information provided by the Applicant and public comment, the Governing Body supports the proposed Application.

SECTION 2. The City hereby confirms that it supports the Application to the Texas Department of Housing and Community Affairs (“TDHCA”) for the proposed 86-unit affordable multi-family rental housing development named Village at Boyer (the “Development”), to be located at 1510 Hoefgen Avenue in Council District 2 in the City of San Antonio, Texas.

SECTION 3. The City hereby finds that the 86-unit affordable multi-family rental housing development named Village at Boyer (the "Development"), to be located at 1510 Hoefgen Avenue in Council District 2 in the City of San Antonio, Texas is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits for New Construction in the last three years.

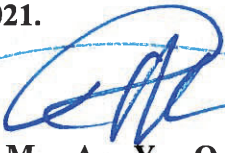
SECTION 4. The City Council of the City of San Antonio, Texas has voted to specifically allow the construction of the 86-unit affordable multi-family rental housing development named Village at Boyer (the "Development"), to be located at 1510 Hoefgen Avenue in Council District 2 in the City of San Antonio, Texas, and to authorize an allocation of Housing Tax Credits for the Development.

SECTION 5. The City hereby identifies Village at Boyer as the Development in the 2021 Competitive 9% Housing Tax Credits round that contributes more than any other to the concerted revitalization efforts of the City in the Arena District/Eastside Community Plan.

SECTION 6. For and on behalf of the City Council, the City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA.

SECTION 7. This Resolution is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2021.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk

 for

Andrew Segovia, City Attorney

JYW
02/11/2021
Item No. 22B

RESOLUTION **2021-02-11-0009R**

OF SUPPORT FOR ARDC SAN PEDRO, LTD.'S APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2021 COMPETITIVE 9% HOUSING TAX CREDITS PROGRAM FOR THE DEVELOPMENT OF FOUR25 SAN PEDRO, AN 80-UNIT MULTI-FAMILY RENTAL HOUSING DEVELOPMENT LOCATED IN COUNCIL DISTRICT 1; ALLOWING THE CONSTRUCTION OF THE DEVELOPMENT TO BE LOCATED WITHIN ONE LINEAR MILE OR LESS FROM ANOTHER DEVELOPMENT; AND IDENTIFYING THE DEVELOPMENT AS CONTRIBUTING MORE THAN ANY OTHER DEVELOPMENT TO THE CONCERTED REVITALIZATION WITHIN THE CITY'S URBAN RENEWAL PLAN.

* * * * *

WHEREAS, ARDC San Pedro, Ltd. (the "Applicant") has proposed an 80-unit affordable multi-family rental housing development named Four25 San Pedro (the "Development"), to be located at 419 & 425 San Pedro in Council District 1 in the City of San Antonio, Texas (the "City"); and

WHEREAS, the Applicant will submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for the 2021 Competitive 9% Housing Tax Credits for the Development (the "Application"); and

WHEREAS, notice was provided to the City in accordance with Texas Government Code §2306.67071(a); and

WHEREAS, the City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

WHEREAS, it is necessary that the City hold a hearing for comments to be made on the proposed Development in accordance with Texas Government Code §2306.67071(b); and

WHEREAS, the City, acting through its governing body, hereby confirms that it supports the proposed 80-unit affordable multi-family rental housing development named Four25 San Pedro (the "Development"), to be located at 419 & 425 San Pedro in Council District 1 in the City of San Antonio, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on February 11, 2021, and

WHEREAS, pursuant to section 11.3 (d) of the Texas Department of Housing and Community Affairs' 2021 Qualified Allocation Plan ("QAP"), an Application that proposes the New Construction or Adaptive Reuse of a Development that is located one linear mile or less measured by a straight line on a map from the closest point on each development from another development that:

- (A) serves the same type of household as the proposed Development, regardless of whether the Development serves families, elderly individuals, or another type of household; and
- (B) has received an allocation of Housing Tax Credits or private activity bonds for any New Construction at any time during the three-year period preceding the date the Application Round begins; and

- 29000 11-00-1905
- (C) has not been withdrawn or terminated from the Housing Tax Credit Program; and
 - (D) does not meet one of the other exceptions listed in §11.3(d)(2)(A) – (F) of the QAP, shall be considered ineligible, unless the Governing Body of the appropriate municipality or county where the Development is to be located has by vote specifically allowed the construction of a new Development located within one linear mile or less from a Development described above; and

WHEREAS, the City finds that it is necessary to waive the “three year, one mile rule” in order to increase the amount of affordable housing within the area in which both Developments will be located; and

WHEREAS, City staff has identified that the Development is located within the City’s Urban Renewal Plan; and

WHEREAS, the City finds that this Development contributes more than any other to the concerted revitalization efforts of the City in the City’s Urban Renewal Plan; **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), the City hereby certifies and finds that:

- (i) Notice has been provided to the City in accordance with Texas Government Code §2306.67071(a); and
- (ii) The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
- (iii) The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Texas Government Code, §2306.67071(b); and
- (iv) After due consideration of the information provided by the Applicant and public comment, the Governing Body supports the proposed Application.

SECTION 2. The City hereby confirms that it supports the Application to the Texas Department of Housing and Community Affairs (“TDHCA”) for the proposed 80-unit affordable multi-family rental housing development named Four25 San Pedro (the “Development”), to be located at 419 & 425 San Pedro in Council District 1 in the City of San Antonio, Texas.

SECTION 3. The City hereby finds that the 80-unit affordable multi-family rental housing development named Four25 San Pedro (the “Development”) to be located at 419 & 425 San Pedro in Council District 1 in the City of San Antonio, Texas is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits for New Construction in the last three years.

SECTION 4. The City Council of the City of San Antonio, Texas has voted to specifically allow the construction of the 80-unit affordable multi-family rental housing development named Four25 San Pedro (the “Development”) to be located at 419 & 425 San Pedro in Council District 1 in the City of San Antonio, Texas, and to authorize an allocation of Housing Tax Credits for the Development.

SECTION 5. The City hereby identifies Four25 San Pedro as the Development in the 2021 Competitive 9% Housing Tax Credits round that contributes more than any other to the concerted revitalization efforts of the City in the City’s Urban Renewal Plan.

JYW
02/11/2021
Item No. 22B

SECTION 6. For and on behalf of the City Council, the City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA.

SECTION 7. This Resolution is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2021.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk

 for

Andrew Segovia, City Attorney



City of San Antonio

City Council

February 11, 2021

Item: 22B

Enactment Number:

File Number: 21-1593

2021-02-11-0009R

Four25 San Pedro at 419 San Pedro and 425 San Pedro in Council District 1

Councilmember Ana E. Sandoval made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry



CITY OF SAN ANTONIO NEIGHBORHOOD & HOUSING SERVICES DEPARTMENT

To: Texas Department of Housing and Community Affairs

From: Jaime Lalley Damron, Housing Bond Administrator, City of San Antonio Neighborhood & Housing Services

Date: March 4, 2021

Subject: Historical Data of Measurable Improvements under the Urban Renewal Plan – CRP Documentation

Please allow this letter to serve as supportive information and historical data for the measurable improvements resulting from the concerted revitalization efforts in the areas identified in The Urban Renewal Plan - adopted by the City of San Antonio on February 6, 2017. On May 5, 2017, the voters approved six propositions for the City's 2017-2022 Bond Program totaling \$850 million dollars. Proposition #6 under the 2017-2022 Bond Program authorizes the City to issue general obligation bonds in the amount of \$20 million to be implemented under the Urban Renewal Plan. The funds are used to acquire properties within the 12 identified Improvement Areas, improve and dispose of acquired property to facilitate multi-family and single-family affordable housing developments, eliminating slum and/or blight conditions. These activities are consistent with the City's adopted 2017 Urban Renewal Plan, which is current and ongoing.

To date, over \$16.5 Million has been committed by the City of San Antonio to revitalize the following areas:

WURZBACH AREA

- **3830 Parkdale Drive (District 8)**
 - Total Development Cost – \$37,743,928
 - Eligible Bond Reimbursements up to \$4,400,000
 - Council approved 1/17/2019, Exhibit A
 - 196 units all ≤60% AMI
 - 101 - 2 bedroom units
 - 95 - 3 bedroom units

NEAR WEST FIVE POINTS

- **S. Frio Street (District 5)**
 - Total Development Cost – \$4,505,000
 - Eligible Bond Reimbursements up to \$300,000



CITY OF SAN ANTONIO NEIGHBORHOOD & HOUSING SERVICES DEPARTMENT

- Council approved 6/13/2019, Exhibit B
- \$242,000 from the FY20 Affordable Housing Fund
 - Council approved 2/20/2020
- 24 – 2 bedroom units
 - 10 units ≤ 50% AMI
 - 2 units ≤ 80% AMI
 - 12 units market rate
- **419/425 San Pedro (District 1)**
 - Total Development Cost – \$21,890,641
 - Eligible Bond Reimbursement up to \$2,650,000
 - Council consideration February 11, 2021, Exhibit C
 - 80 units all ≤60% AMI
 - 16 Units ≤30% AMI
 - 32 Units ≤ 50% AMI
 - 32 Units ≤ 60% AMI
 - 40 - 2 bedroom units
 - 40 - 3 bedroom units

SOUTHEAST AREA

- **Southeast Service Center Redevelopment (District 3)**
 - Total Development Cost – \$51,416,507
 - Eligible Bond Reimbursement up to \$4,200,000, Exhibit D
 - Council approved 10/3/2019
 - 292 units all ≤80% AMI
 - 34 Units ≤30% AMI
 - 9 Units ≤ 40% AMI
 - 9 Units ≤ 50% AMI
 - 141 Units ≤ 60% AMI
 - 69 Units ≤ 70% AMI
 - 30 Units ≤ 80% AMI

*60% AMI using
income averaging*
 - 204 - 2 bedroom units
 - 88 - 3 bedroom units
 - Civic park fronting S. New Braunfels Ave.

The City of San Antonio continues to seek opportunities to provide funding to the other areas that have not been reached yet via the Neighborhood Improvements Bond Program. These include:

- **Culebra at Callaghan Area**



CITY OF SAN ANTONIO NEIGHBORHOOD & HOUSING SERVICES DEPARTMENT

- West Side Area
- Near East Area
- Lincoln Park Arena District Area
- East Southcross Area
- Roosevelt-Mission Reach Area
- Pearsall Area
- South Park Area and
- Edgewood Area

If you have any questions or require additional detail, please feel free to contact me.

Sincerely,

Jaime L. Damron

Jaime Lalley Damron
Housing Bond Administrator
City of San Antonio
210-207-2065

21200

Edson Lofts

Beaumont Pioneer Crossing, LLC

Beaumont, Texas

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Alena Morgan, 9% HTC Administrator – alena.morgan@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #21200 – Edson Lofts, Beaumont, Texas;

Dear Ms. Holloway and Ms. Morgan,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our Third-Party Request for Administrative Deficiency (“RFAD”) with regards to Application # 21200 (the “Edson Lofts Application”). A copy of this RFAD is being delivered concurrently to representatives of the Edson Lofts Application.

The following is a list of items that represent threshold violations, and have been presented separately from the list of items related to scoring and feasibility concerns:

First, Tab 47 of the Edson Lofts Application states that a Feasibility Report was ‘NA’ for this application (see below). However, per review of §11.204(15) of the QAP, only “Acquisition and Rehabilitation Applications” are exempt from providing this report.

6. **Feasibility Report (See 10 TAC §11.204(15) regarding exemptions for Acquisition and Rehabilitation ONLY developments)**

Prepared by: NA

Date of Report: _____

Therefore, since the Edson Lofts Application applied as New Construction and Adaptive Reuse (per Tab 17 selections), unless the Edson Lofts Application submitted a Feasibility Report by the end of the Application Acceptance Period threshold requirements under §11.204(15) of the QAP were not met and accordingly we request that the Edson Lofts Application be terminated.

Second, Tab 1a of the Edson Lofts Application includes a request for a waiver of §13.3(d)(2)(A) of the Texas Administrative Code (“TAC”) related to Multifamily Direct Loan Rules, which states the following: *“Ineligible Activities. **Direct Loan funds may not be used for: Adaptive Reuse Developments.**”*

However, §13.1(c)(1) of the TAC states the following:

*“Waivers for Layered Developments. For Direct Loan Developments contemporaneously layered with Competitive Housing Tax Credits, **the Board may not waive any provision of the Notice of Funding Availability (NOFA).**”*

Accordingly, the Edson Lofts Application includes a waiver request that would violate §13.1(c)(1) of the TAC. Therefore, we request that staff deny the waiver.

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Third, should the waiver be granted, the Edson Lofts Application would **not** have established site control that **met** all **threshold** requirements at the time of pre-application or full application. The Agreement to Purchase and Sell (pages 141 – 166 of the Edson Lofts Application) **does not include** the required Site Control Agreement Provisions stated under §13.5(d) of the TAC, which states the following:

“(d) Required Site Control Agreement Provisions. All Applicants for MFDL funds must include the following provisions in the purchase contract or site control agreement...:”

(1) “Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until the Department has provided Purchaser and/or Seller with a written notification that: (A) It has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (i) the purchase may proceed, or (ii) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (B) It has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required.”; and

(2) “The Buyer does not have the power of eminent domain relating to the purchase and acquisition of the Property. The Buyer may use federal funds from the U.S. Department of Housing and Urban Development (HUD) to complete this purchase. HUD will not use eminent domain authority to condemn the Property. All parties entered this transaction voluntarily and the Buyer has notified the Seller of what it believes the value of the Property to be in accordance with 49 CFR Part 24 Appendix A. If negotiations between both parties fail, Buyer will not take further action to acquire the Property.”

Should the Edson Lofts Application continue to include Direct Loan funding, this would deem the application ineligible under §11.204(10) of the QAP, related to threshold documentation required at the time of application submission and accordingly request that the Edson Lofts Application be terminated.

Fourth, per review of the Development Owner Certification (see Exhibit A) and information included on Tab 7 (see Exhibit B), the Edson Lofts Application **failed to disclose** the presence of a neighborhood risk factor (“NRF”) per requirements under §2306.6704(c) of the Texas Government Code (“TGC”), §2306.6710(a) of the TGC, §11.8(b)(1)(I)(ii) of the QAP, §11.101(a)(3)(A) of the QAP, and §11.101(a)(3)(B)(iv) of the QAP.

For ease of reference, the following is a list of the aforementioned sections of the TGC and QAP:

- §2306.6704(c) of the TGC states the following:

*“(c) **The department shall reject and return to the applicant any application** assessed by the department under this section **that fails to satisfy the threshold criteria** required by the board **in the qualified allocation plan.**”*

- §2306.6710(a) of the TGC states the following:

*“(a) In evaluating an application, the department shall determine whether the application satisfies the threshold criteria required by the board in the qualified allocation plan. **The department shall reject and return to the applicant any application that fails to satisfy the threshold criteria.**”*

- §11.8(b)(1)(I)(ii) of the QAP states the following:

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“(b) Pre-Application Threshold Criteria. Pursuant to Tex. Gov't Code §2306.6704(c) preapplications will be terminated unless they meet the threshold criteria described in subsection (a) of this section and paragraphs (1) and (2) of this subsection:

(1) Submission of the Competitive HTC pre-application in the form prescribed by the Department which identifies at a minimum:

(I) Disclosure of the following Neighborhood Risk Factors under §11.101(a)(3):...

(ii) The Development Site is located within the attendance zone of...a high school that has a...TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.”

- §11.101(a)(3)(A) of the QAP states the following:

“For Competitive HTC Applications, an Applicant must disclose at pre-application as required by §11.8(b) of this chapter.”

- §11.101(a)(3)(B)(iv) of the QAP states the following:

“(iv) the Development Site is located within the attendance zone of...a high school that has a...TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding...Elderly Developments...are still required to provide rating information in the Application and disclose the presence of the Neighborhood Risk Factor.”

As further evidenced in the attached Exhibit B, the Edson Lofts Application is located in an attendance zone of a High School that had a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding, however, did not disclose the presence of the NRF at pre-application or full application. Therefore, for failing to meet the requirements previously mentioned under §2306.6704(c) of the TGC, §2306.6710(a) of the TGC, §11.8(b)(1)(I)(ii) of the QAP, §11.101(a)(3)(A) of the QAP, and §11.101(a)(3)(B)(iv) of the QAP, we request the Edson Lofts Application be terminated.

Fifth, per review of the Edson Lofts Pre-Application (Exhibit C) and information submitted on Tab 14 (see below), the Edson Lofts Application fails to satisfy threshold requirements under §2306.6704(b-1)(4) of the TGC.

Elected Officials	
<input checked="" type="checkbox"/>	Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)
<input type="checkbox"/>	Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

Specifically, §2306.6704(b-1)(4) of the TGC states the following:

“The preapplication process must require the applicant to provide the department with evidence that the applicant has notified the following entities with respect to the filing of the application: ... the presiding officer of the governing body of the county containing the development and all elected members of that body”

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As further evidenced in the attached Exhibit C, Vernon Pierce was an elected and a serving member of Jefferson County at the time of pre-application submission, and is still the current Commissioner for Precinct One of Jefferson County at the time of submission of the full application. The Edson Lofts Application failed to submit evidence that Vernon Pierce was ever notified at pre-application or full application. Therefore, per requirements (previously) stated under §2306.6710(a) of the TGC, we respectfully request the department terminate the Edson Lofts Application for failure to notify an elected county official as required by §2306.6704(b-1)(4) of the TGC .

Sixth, per review of Tab 31 (page 245) of the Edson Lofts Application, supporting documentation related to the Direct Loan Match funding of \$225,000 from the City of Beaumont was not included in the full application submission. Omission of this documentation would mean threshold requirements under §11.204(7)(B) of the QAP were not met.

Specifically, §11.204(7)(B) of the QAP states the following:

*“Gap Financing. Any anticipated federal, state, local or private gap financing, whether soft or hard debt, must be identified and described in the Application. **Applicants must provide evidence that an application for such gap financing has been made. Acceptable documentation may include a letter from the funding entity confirming receipt of an application or a term sheet from the lending agency which clearly describes the amount and terms of the financing...**”*

The Edson Lofts **Application** fails to provide any supporting documentation for the \$225,000 funding source from the City of Beaumont, and in doing so, it **fails to meet threshold requirements** under §11.204(7)(B) of the QAP. Therefore, we respectfully request the department terminate the Edson Lofts Application.

Seventh, per §11.101(b)(4)(L) of the QAP, the Edson Lofts Application is required to provide “Adequate parking spaces consistent with local code” as one of the mandatory development amenities. The Edson Lofts Application included support that the development is located on a lot that is zoned CBD (Central Business District). Per review of §28.03.023(e) of the City of Beaumont Code of Ordinances, CBD zoned properties used for Multifamily Dwellings as the primary use fall within Parking Group 2 (see Exhibit E). Per review of the City of Beaumont Code of Ordinances, §28.04.002(a)(6)(C), Parking Group 2 is required to provide One and one-half (1-1/2) spaces for each dwelling unit (see Exhibit F). As represented in the Edson Lofts Application, the development has a total of 105 dwelling units. To comply with the local code requirements identified above, the applicant would need to provide 158 parking spaces for a total of 105 dwelling units ($105 * 1.5 = 157.5$). The Edson Lofts Application has thus presented an application stating it is appropriately zoned, however the plans as submitted are for a non-conforming use and support for a variance was **not** included in the application.

It should be noted, §11.204(11)(D)(iii) of the QAP specifically addresses this issue, which states:

*“Zoning for Rehabilitation Developments. In an area with zoning, the Application must include documentation of current zoning. **If the Property is currently conforming but with an overlay that would make it a non-conforming use as presently zoned, the Application must include a letter from a local government official with appropriate jurisdiction which addresses the items in clauses (i) - (v) of this subparagraph: ...***

(iii) that it will allow the non-conformance;”

The zoning letter that was presented in the Edson Lofts Application (page 42) confirms the site is currently zoned CBD and states the site is in compliance with the current zoning ordinance code. However, as demonstrated above, the proposed adaptive reuse of the site will no longer conform with the Parking Group 2 requirements, and thus would make it a non-conforming site. The zoning letter does not address this non-conformance as required threshold documentation per §11.204(11)(D) of the QAP.

It should also be noted, §11.101(b)(4) states “*The Board may waive one or more of the requirements of this paragraph for Developments that will include Historic Tax Credits, with evidence submitted with the request for amendment that*

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the amenity has not been approved by the Texas Historical Commission or National Park Service, as applicable.” However, no such request for waiver was included in the Edson Lofts Application.

The Edson Lofts Application fails to provide any support for the approval of non-conformance from the City of Beaumont, nor does it include any waiver request demonstrating the (parking space) amenity has not been approved by the Texas Historical Commission or National Park Service, as applicable. With these aforementioned omissions the Edson Lofts Application fails to meet threshold documentation requirements under §11.204(11)(D) of the QAP and mandatory development amenities under §11.101(b)(4)(L) of the QAP. Therefore, we respectfully request the department terminate the Edson Lofts Application.

The following is a list of items that are related to scoring criteria and eligibility:

First, in order to qualify for five points under §11.9(c)(7)(B) of the QAP associated with proximity to jobs (“Proximity to Jobs Points”), a proposed development needs to satisfy requirements under §11.9(c)(7)(B)(ii) of the QAP.

§11.9(c)(7)(B) of the QAP states the following:

*“Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) through (vi) of this subparagraph. The data used will be based solely on that available through US Census’ OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. **Only the 2017 data set will be used, unless a newer data set is posted to the US Census website on or before October 1, 2020.** The Development will use OnTheMap’s function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.*

- (i) The Development is located within 1 mile of 16,500 jobs. (6 points)*
- (ii) The Development is located within 1 mile of 13,500 jobs. (5 points)*
- (iii) The Development is located within 1 mile of 10,500 jobs. (4 points)*
- (iv) The Development is located within 1 mile of 7,500 jobs. (3 points)*
- (v) The Development is located within 1 mile of 4,500 jobs. (2 points)*
- (vi) The Development is located within 1 mile of 2,000 jobs. (1 point)”*

The Edson Lofts Application provided support for 10,467 jobs, which comprises data aggregated from the 2018 data set, which wasn’t made available until after October 1, 2020 and therefore should not have been used (see pages 88-91 of the Edson Lofts Application). The Edson Lofts Application also claimed eligibility for five points under this subsection, which would require total primary jobs to be at least 13,500. The provided support is not sufficient in count or appropriate data (year) for the Edson Lofts Application to be eligible to claim the Proximity to Jobs Points. Therefore, the Edson Lofts Application should not be eligible to claim five points under §11.9(c)(7)(B)(ii) of the QAP.

Second, in order to qualify for eight points under §11.9(d)(5) of the QAP associated with Community Support from State Representative (“State Rep Points”), the Edson Lofts Application would need to satisfy requirements under §11.9(d)(5)(A) of the QAP.

§11.9(d)(5)(A) of the QAP states the following:

“(5) Community Support from State Representative. (§2306.6710(b)(1)(J)); §2306.6725(a)(2); §2306.6710(g)) Applications may receive up to eight (8) points for express support, zero points for neutral statements, or have deducted up to eight (8) points for express opposition.

*(A) Letter from a State Representative. **To qualify under this subparagraph, letters must be on the State Representative’s letterhead, be signed by the State Representative...Once a letter is submitted to the Department it may not be changed or withdrawn...***

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Per review of the State Representative letter submitted with the Edson Lofts Application (page 301), the letter was neither signed nor was it on the State Representative's letterhead, as clearly defined as a requirement for eligibility. Therefore, we believe the Edson Lofts Application should not be eligible to claim eight State Rep Points under §11.9(d)(5)(A) of the QAP.

Third, in order to qualify for (up to seven) points under §11.9(d)(7) of the QAP associated with Concerted Revitalization Plan (CRP), a proposed development needs to satisfy various requirements under §11.9(d)(7)(A)(i - iv) to be eligible to claim points under this point category, where it states:

"An Application may qualify to receive points if the Development Site is located in a distinct area that was once vital and has lapsed into a condition requiring concerted revitalization, and where a concerted revitalization plan (plan or CRP) has been developed and executed."

One of the specific requirements to be eligible to claim CRP points is listed under §11.9(d)(7)(A)(iii)(I) of the QAP, which states: *"The concerted revitalization plan, or each of the **local planning documents** that compose the plan, must have been adopted by the municipality or county in which the Development Site is located. The resolution adopting the plan, or if development of the plan and budget were delegated, the resolution of delegation and other evidence in the form of certifications by authorized persons **confirming the adoption of the plan and budget**, must be submitted with the application."*

If you look at what was submitted in the Edson Lofts Application, all that was included to establish a CRP was the agenda packet presented to city council for voting to approve NEZ #5, which should be noted is merely an establishment of another "zone" that adheres to the same Neighborhood Empowerment Zone Incentive Policy (see pages 109 - 113 of the Edson Lofts Application as well as snipping of first paragraph of NEZ Incentive Policy below) that was already in place prior to adding this additional zone. The resolution adopting the NEZ #5 is included in the CRP packet as well. There is **no support** that this **NEZ #5 is a local planning document**, in fact, if added in conjunction with the other (five) NEZs the city has also established, this incentive program covers most of the City of Beaumont (see Exhibit D which identifies NEZ #5 as the Downtown Zone).



City of Beaumont Neighborhood Empowerment Zone Incentive Policy

Program Goals:

It is the City of Beaumont's goal to promote development within its Neighborhood Empowerment Zones in an effort to improve the local economy and enhance the quality of life for its citizens. Insofar as these goals are served by enhancing the value of the local tax base and increasing economic opportunities, the City of Beaumont will give consideration to providing the following incentives for development within Neighborhood Empowerment Zones.

Furthermore, under §11.9(d)(7)(A)(iii)(II) of the QAP, the CRP must include the following information: *"The problems in the revitalization area must be identified through a process in which **affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized.**"*

The Neighborhood Empowerment Zone Incentive Policy is applicable to each of the six NEZs that have been established throughout the city, directly contradicting the QAP's requirement to address local problems. NEZ #5

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should not be considered a local planning document, nor can it be said to satisfy the requirements of addressing problems identified and affecting local residents.

Finally, §11.9(d)(7)(A)(iii)(III) of the QAP states: *“The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.”*

As previously established, the Neighborhood Empowerment Zone Incentive Policy is a blanket policy applicable to all NEZs established within the City of Beaumont. This (NEZ) policy is exactly what it says it is, an incentive policy designed to encourage development within the city. It is not a local planning document at all, and it fails to demonstrate any history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. There is no support included in the CRP packet to establish the amount of funding provided to-date. Even if the Edson Lofts Application could obtain the amount of funding provided under the Neighborhood Empowerment Zone Incentive Policy, it would be impossible to demonstrate how that *“funding is flowing in accordance with the plan, such that the problems identified within the plan are being addressed”*, simply because there is no plan, as required per the QAP for CRPs.

Per review of the information submitted with the Edson Lofts Application related to CRP eligibility, the NEZ #5 fails to satisfy criteria specifically stated under §11.9(d)(7)(A)(i - iv) of the QAP. Therefore, we believe the Edson Lofts Application should not be eligible to claim any points under §11.9(d)(7) of the QAP.

Fourth, in order to qualify for six points under §11.9(e)(3) of the QAP associated with pre-application participation, a proposed development needs to first determine if it meets the **all of the** requirements listed under §11.9(e)(3)(A) – (H).

Specifically, §11.9(e)(3) of the QAP states the following:

*“Pre-application Participation. (§2306.6704) An Application may qualify to receive up to six (6) points provided a pre-application was submitted by the Pre-Application Final Delivery Date. Applications that meet **all of the requirements described in subparagraphs (A) – (H) of this paragraph will qualify for six (6) points**”*

Furthermore, §11.9(e)(3)(G)(ii) of the QAP states the following:

*“The Development Site **does not have the following Neighborhood Risk Factors** as described in 10 TAC §11.101(a)(3) **that were not disclosed with the pre-application**”*

- (ii) ***The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.***

We have already determined that the Edson Lofts Application is located on a site that has the aforementioned NRF. We have also demonstrated the Edson Lofts Application failed to disclose the presence of the NRF at pre-application, and also failed to meet pre-application threshold criteria for not notifying the elected County Commissioner (Vernon Pierce) as required per §2306.6704(b-1)(4) of the TGC. Therefore, we believe the Edson Lofts Application should not be eligible to claim any pre-application points under §11.9(e)(3) of the QAP.

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The following is a list of items that directly, or indirectly are related to financial feasibility concerns:

- Tab 17 – The \$3,000,000 MFDL request was under the General Set-Aside, however there is no debt service payment included on Tabs 26 or 27;
- Tab 24 – The MFDL units are using the PHA utility allowance. Per §10.614 (d)(3) of the TAC, the HUD Utility Schedule Model **must** be used for these units since a request wasn't made under HUD Multifamily Notice H-2015-4 by October 1, 2020;
- Tab 26 – There aren't any property taxes included in the annual operating expenses. If the development is granted tax abatements under the NEZ, this is not in perpetuity, and therefore should account for the future property tax expense either on this tab, or Tab 27 once the tax abatement expires to confirm feasibility. Also, as stated on Tab 17, if the MFDL request is under the General Set-Aside, there should be a debt service payment reflected on this tab for that loan;
- Tab 30 – Eligible Basis was not reduced by the Historic Tax Credit request included on Tab 31 as an anticipated equity source. Additionally, the City waiver/grant for \$225,000 might also need to be reflected as a reduction to the eligible basis of the development. Lastly, the Developer Fee is over the 15% limitation for eligible basis;
- Tab 31 – The MFDL loan is reflected as 0.00% interest, which is not allowed under the General Set-Aside. Under the 2020-1 NOFA, if the MFDL waiver is granted and if the loan is 1st lien position during the permanent period, then the interest rate would need to be 2.0%, otherwise it would need to be at 2.5%. Also, total LIHTC Equity will need to be reduced because of the basis reduction requirement for the Federal Historic Credits.

To summarize, in our review of the Edson Lofts Application we have identified multiple instances of: threshold violations, scoring items ineligibility, and overall feasibility concerns. We have omitted several instances of inconsistencies we identified throughout the Edson Lofts Application in an effort to limit the RFAD to our main concerns. However, given the nature and number of the identified (and omitted) concerns, the application is materially deficient. We respectfully request staff take into consideration our aforementioned concerns and hope these identified items assist in staff's review of the Edson Lofts Application as a whole.

If you have any questions or would like to discuss these items further, please do not hesitate to contact Michael Beard directly at (512) 993-7665 or via email at michael@betcohousinglab.com any time.

Sincerely,



Lora Myrick
Representative of Beaumont Pioneer Crossing, LLC

CC: Noor Jooma, Michael Beard, Roger Canales, Mark Feaster, John Hickman

EXHIBIT A

2021 Development Owner's Certification - notarized

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

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

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

 X The Development Owner certifies that the Development **is not** located in an area with any of the neighborhood risk factors described in 10 TAC §11.101(a)(3) and that no disclosure is necessary.

 The Development Owner certifies that the Development **is** located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply). NOTE: The Neighborhood Risk Factors Report is not required to be submitted for those that trigger the school neighborhood risk factor only for Applications in 2021; however, disclosure below is still required.

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

 in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

 is located within 1,000 feet of a blighted or abandoned area as further described in 10 TAC §11.101(a)(3)(B)(iii);

 is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to provide mitigation for the presence of this characteristic, but are still required to provide rating

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

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

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

X The Development Owner certifies that the Development **is not** located in an area with any of the neighborhood risk factors described in 10 TAC §11.101(a)(3) and that no disclosure is necessary.

No disclosure in the Edson Lofts Development Owner's Cert (Tab 1a).

_____ that the Development **is** located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply). NOTE: The Neighborhood Risk Factors Report is not required to be submitted for those that trigger the school neighborhood risk factor only for Applications in 2021; however, disclosure below is still required.

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

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in 10 TAC §11.101(a)(3)(B)(iii);

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

Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility:	26
Cost of Development per Square Foot:	0
Pre-Application Participation:	6
Leveraging Private, State and Federal Resources:	3
Extended Affordability:	4
Historic Preservation:	5
Right of First Refusal:	1
Funding Request Amount:	0
Efficient Use of Limited Resources and Applicant Accountability Total:	45
Point Adjustment:	
Total Applicant Self-Score:	119

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:	
Government Support:	17 points
Quantifiable Community Participation:	0 points
Community Support from a State Representative:	8 points
Input from Community Organizations:	4 points
Concerted Revitalization Plan:	4 points

Attachments and Certifications

Site Control Documentation: [Final PSA Liberty & Pearl Street executed.pdf](#)

~~Census Tract Map:~~ [2020 FFIEC GCensus map.pdf](#)
[2020 FFIEC Income Levels.pdf](#)

Neighborhood Risk Factors:

Other Pertinent Information:

No disclosure in the Edson Lofts Pre-application of any NRF.

Texas Education Agency
2019 Accountability Ratings Overall Summary
BEAUMONT UNITED H S (123910014) - BEAUMONT ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		58	F
Student Achievement		57	F
STAAR Performance	32	57	
College, Career and Military Readiness Graduation Rate			
School Progress		65	D
Academic Growth	58	63	D
Relative Performance (Eco Dis: 91.0%)	32	65	D
Closing the Gaps	4	42	F

Identification of Schools for Improvement

This campus is identified for comprehensive support and improvement.

Distinction Designations

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

Search

Texas Education Agency
2018 Accountability Ratings Overall Summary
OZEN H S (123910004) - BEAUMONT ISD

	Component Score	Scaled Score	Rating
Overall		64	Met Standard
Student Achievement		61	Met Standard
STAAR Performance	33	58	
College, Career and Military Readiness	29	62	
Graduation Rate	89.3	65	
School Progress		63	Met Standard
Academic Growth	53	58	Improvement Required
Relative Performance (Eco Dis: 87.7%)	31	63	Met Standard
Closing the Gaps	21	66	Met Standard

Distinction Designations

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

Search

Texas Education Agency
2018 Accountability Ratings Overall Summary
CENTRAL SENIOR H S (123910001) - BEAUMONT ISD

	Component Score	Scaled Score	Rating
Overall		55	Not Rated: Harvey Provision
Student Achievement		61	Met Standard
STAAR Performance	32	57	
College, Career and Military Readiness	30	63	
Graduation Rate	90.4	65	
School Progress		66	Met Standard
Academic Growth	60	66	Met Standard
Relative Performance (Eco Dis: 88.1%)	31	63	Met Standard
Closing the Gaps	0	30	Improvement Required

Notes:
 - This campus was directly affected by Hurricane Harvey and did not receive an overall rating.

Distinction Designations

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

TEXAS EDUCATION AGENCY
2017 Accountability Summary
 CENTRAL SENIOR H S (123910001) - BEAUMONT ISD

Accountability Rating

Met Standard

Met Standards on

- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on

- Student Achievement

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

Distinction Designation

Academic Achievement in ELA/Reading

NO DISTINCTION EARNED

Academic Achievement in Mathematics

NO DISTINCTION EARNED

Academic Achievement in Science

NO DISTINCTION EARNED

Academic Achievement in Social Studies

NO DISTINCTION EARNED

Top 25 Percent Student Progress

NO DISTINCTION EARNED

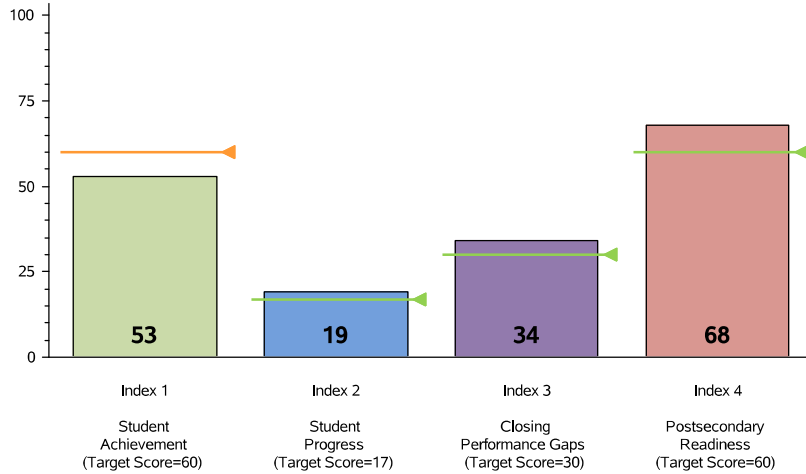
Top 25 Percent Closing Performance Gaps

NO DISTINCTION EARNED

Postsecondary Readiness

NO DISTINCTION EARNED

Performance Index Report



Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	1,044	1,967	53
2 - Student Progress	194	1,000	19
3 - Closing Performance Gaps	547	1,600	34
4 - Postsecondary Readiness			
STAAR Score	6.3		
Graduation Rate Score	22.2		
Graduation Plan Score	21.4		
Postsecondary Component Score	18.0		68

Campus Demographics

Campus Type	High School
Campus Size	1,358 Students
Grade Span	09 - 12
Percent Economically Disadvantaged	89.1
Percent English Language Learners	7.4
Mobility Rate	18.8
Percent Served by Special Education	10.7
Percent Enrolled in an Early College High School Program	0.0

System Safeguards

Number and Percentage of Indicators Met

Performance Rates	13 out of 23 = 57%
Participation Rates	10 out of 12 = 83%
Graduation Rates	3 out of 5 = 60%
Total	26 out of 40 = 65%

For further information about this report, please see the Performance Reporting website at </perfreport/account/2017/index.html>

Recommended



Four injured in I-10 crash near Taylor's Bayou



First Black woman elected in Beaumont reflects



Annual Breakfast with the Bishop fundraiser



Orange set Bassmaster Series attendees

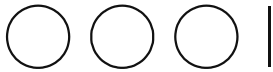
NEWS

Beaumont ISD votes to merge Central and Ozen

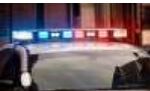
Liz Teitz

Updated: Jan. 19, 2018 8:41 a.m.

Snipping of news article explaining the consolidation of the two schools after Central HS sustained significant damage from Tropical Storm Harvey.



AWAY
awaytravel.com
Exclusions and terms apply. See site for details.



Next Up: Four injured in I-10 crash near Taylor's Bayou

Construction equipment and fencing sits outside of the main building at Central High School on Thursday. Photo taken Thursday 1/18/18 Ryan Pelham/The Enterprise

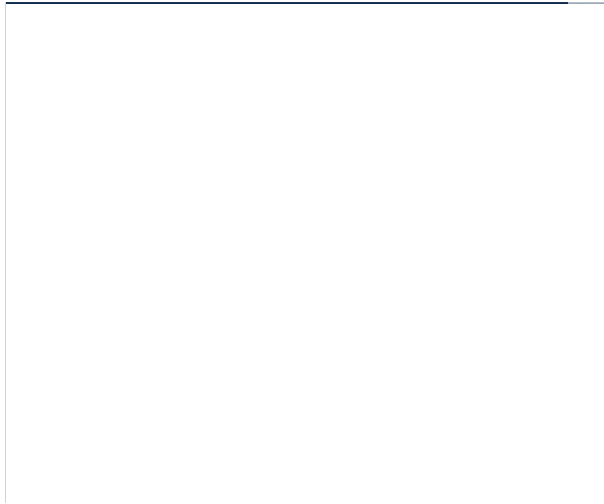
Ryan Pelham/Ryan Pelham/The Enterprise

Citing irreparable damage from Tropical Storm Harvey, Beaumont ISD will close Central High School and move its student body to Ozen High School, creating two 6A schools in 2018-19.

The board of managers voted unanimously to approve the merger Thursday night.

ADVERTISEMENT

Article continues below this ad



All staff positions from both campuses will be retained, Superintendent John Frossard said. While some positions will be duplicated, that will be addressed over time through attrition.



EXHIBIT C

School Superintendent: Shannon Allen
School District: Beaumont ISD
School District Address: 3395 Harrison Ave
 Beaumont, TX 77706

Presiding Officer of Board of Trustees: Thomas Sigee
Address: 2110 Liberty St
 Beaumont, TX 77701

Elected Officials: Becky Ames	Mayor
W. L. Pate Jr.	City Council Member
Randy Feldschau	City Council Member
Taylor Neild	City Council Member
Mike Getz	City Council Member
Audwin Samuel	City Council Member
Robin Mouton	City Council Member
Jeff Branick	County Judge
Fred Jackson	County Judge
Eddie Arnold	County Commissioner
Brent Weaver	County Commissioner
Michael Sinegal	County Commissioner
Everette "Bo" Alfred	County Commissioner

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Applicant did not notify Vernon Pierce at Pre-App. He was an elected Jefferson County Commissioner and took office prior to Pre-application submission due date.

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15
Rent Levels of Residents: 11
Resident Services: 11
Opportunity Index: 0
Underserved Area: 4
Tenant Populations with Special Housing Needs: 0
Proximity to Jobs: 5
Serve and Support Texans Most in Need Total: 46

Criteria Promoting Community Support and Engagement

Commitment of Development Funding by Local Political Subdivision: 1
Declared Disaster Area: 10
Community Support and Engagement Total: 11

Notice of Meeting and Agenda
January 05, 2021

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 05, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **January 2021** in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

11:00 a.m.- WORKSHOP- Information presented by representatives of the YMBL, regarding the establishment of the Jefferson County Long- Term Recovery Association.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your

Notice of Meeting and Agenda
January 05, 2021

phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: **Vernon Pierce**, Commissioner, Precinct One

For documents, declarations, and orders in regards to COVID-19, click the link below. Monitor local news sources for continuing updates.

[COVID-19 Related Documents and Declarations](https://co.jefferson.tx.us/documents/Coronavirus%20Docs/coronavirusdocs.htm)

(<https://co.jefferson.tx.us/documents/Coronavirus%20Docs/coronavirusdocs.htm>)

[Recertified Operating Plan for Conducting Jury Trials](https://co.jefferson.tx.us/documents/Coronavirus%20Docs/Recertified_JuryTrial_OperatingPlan_Jan2021.pdf)

(https://co.jefferson.tx.us/documents/Coronavirus%20Docs/Recertified_JuryTrial_OperatingPlan_Jan2021.pdf)

Jefferson County, Texas Commissioner Precinct 1

Commissioner
Vernon Pierce

Pulled information from the Jefferson County website on April 12th, 2021, Venon Pierce is still the elected County Commissioner for Precinct 1.

Mission Statement

Your Precinct 1 Road & Bridge Team is committed to providing the most efficient and cost effective services to you Our Customers.

China Service Center:

Physical Address:

20205 W. Hwy 90 China, TX 77613

Phone:

409-434-5430

Fax:

409-752-3087

Email Address:

- Administrative Assistant
 - pct1@co.jefferson.tx.us (<mailto:pct1@co.jefferson.tx.us>)
- China Service Center Pct. 1, Superintendent
 - ptruax@co.jefferson.tx.us (<mailto:jjannise@co.jefferson.tx.us>)

Mailing Address:

1149 Pearl Street, 4th Floor

Beaumont, TX 77701

Service Center Hours:

EXHIBIT D

Beaumont Empowerment Zones

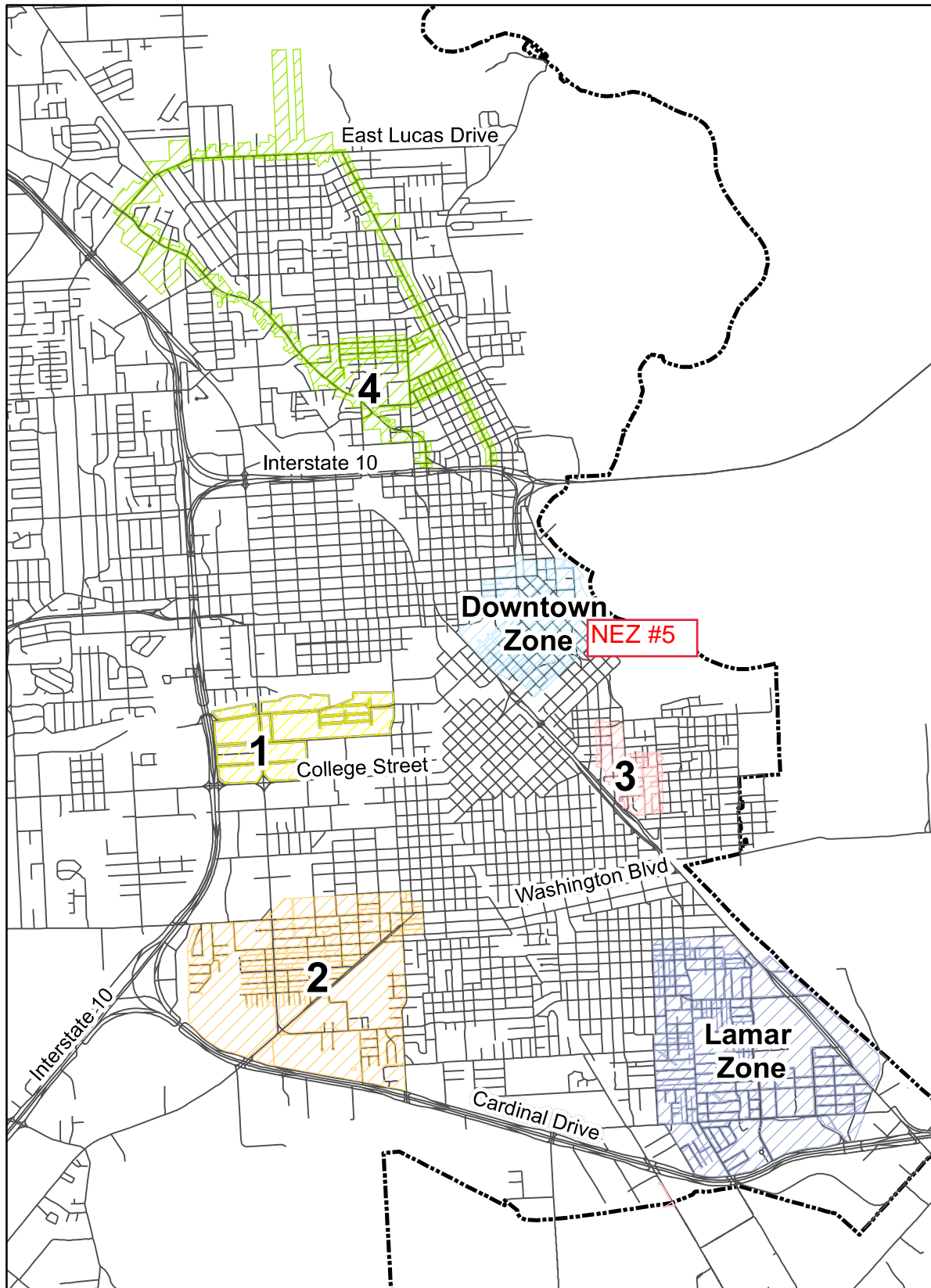


EXHIBIT E

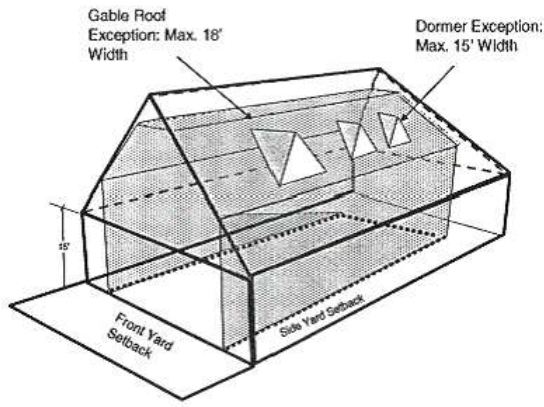


Figure 4: Gable and Dormer Exception

In this illustration, a side-gabled roof may encroach into the setback plane for not more than 18' in width. Also shown are dormers which may encroach into the setback plane not more than a total width of 15'.

(Ordinance 07-095, sec. 1, adopted 9/25/07)

Sec. 28.03.023 Permitted uses

- (a) Use of land and buildings. Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, “special conditions” and all other requirements of the zoning ordinance.
- (b) Permitted use table. The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter “P” in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district subject to (1) providing of off-street parking in the amounts required by reference to the “parking group” column, and (2) subject to compliance with all of the requirements specified in the section or sections whose number appears in the “special conditions” column opposite the permitted use. The letter “S” in the zoning district column opposite the permitted use means the use is permitted in that zoning district only after (1) providing off-street parking in the amounts required by reference to the “parking group” column, (2) subject to compliance with all of the requirements specified in the section or sections whose number appears in the “special conditions” column opposite the permitted use and (3) obtaining a specific use permit as set forth in [section 28.04.001](#). No primary use shall be permitted in any district other than a use shown in the following tables and no primary use shall be permitted in any district unless the letter “P” or the letter “S” appears opposite the listed permitted use.
- (c) Uses not listed. Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor glare and heat producing characteristics.
- (d) Accessory use. A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
- (e) Standard Industrial Classification (SIC) group numbers. The group description in the 1987 Standard Industrial Classification Manual prepared by the Statistical Policy Division for the United States Office of Management and Budget shall be used to determine the classification of primary uses when reference is made in the tables to a designated standard industrial classification (SIC) group number. Such SIC manual shall be filed in the office of the city clerk for public inspection during business hours.

Zoning District															Permitted Primary Use			
A-R	R-S	RM-M	RM-H	RCR	RCR-H	NC	NSC	GC-MD	GC-MD-2	CBD	C-M	LI	HI	PUD	SIC Group	Parking Group	Special Cond.	
P												P	P		01	AGRICULTURAL PRODUCTION-CROPS (except as noted)	40	
P			S			P	P	P	S	S	P	P	P	S	018	Horticultural Specialties (including retail sales)	8	
P													P		02	AGRICULTURAL PRODUCTION-LIVESTOCK	15	
P											P	P	P	S	07	AGRICULTURAL SERVICES (except as noted)	7	
P				S		P	P	P	S	S	P	P	P	S	074	Veterinary Services	14	17
P						S	S	S	S	S	P	P	P	S	0752	Kennels	14	17

S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	99	NONCLASSIFIABLE ESTABLISHMENTS (except as noted)	41	
S								S	S	S	S	S	S	S		9991	Jails, Correctional Facilities, Detention Centers, Prisons and Prison Camps, Privately Owned and Operated	41	
																	NON-CLASSIFIED USES		
																	RESIDENTIAL USES		
P	P	P	P	P	P					S					P		Single-Family Dwellings	3	27
S	S	P	P	P	S					S					S		Two-Family Dwellings	3	27
		P	P	S	S			P	S	S					S		Multifamily Dwellings	2	
P	P	P	P	P	S					S					P		Cluster Housing	3	1
	S	S	S	S											S		Mobile Home Park	4	4
	S	S	S	S											S		Mobile Home Subdivision	4	4
P	P	P	P	P	P										S		Model Dwelling Unit	3	
P	P	P	P	P	P					S					P		Family Home (see definition)	41	
																	ACCESSORY RESIDENTIAL USES		
P	P	P	P	P	P			P	P	P					P		Accessory Building, Structure or Use		7/14
	S	P	P	P	S										S		Garage Apartment	1	5
P	P	P	P	P	P										P		Home Occupation	14	
Zoning District																Permitted Primary Use			
A-R	R-S	RM-M	RM-H	RCR	RCR-H	NC	NSC	GC-MD	GC-MD-2	CBD	C-M	LI	HI	PUD	SIC Group		Parking Group	Special Cond.	
S	S	S	S	S	S			P	S	S				P		Servant's or Caretaker's Quarters	1	6	
P	P	P	P	P	P			P	P	S				P		Private Recreational Facility		8	
P	P	P	P	P	P			P	P	P				P		Swimming Pool		3	
P	P	P	P	P	P			P	P	S				P		Solar Collectors			
P	P	P	P	P	P			P	P	S				P		Temporary Portable Storage Containers		25	

Sec. 28.04.002 Off-street parking and loading regulations

(a) Off-street parking regulations. It is the intent of this section to assure that adequate off-street parking to accommodate personal vehicles of employees and/or customers is provided with the construction, alteration, remodeling or change in the use of land.

(1) Any person establishing an off-street parking facility or applying for a building permit for construction, reconstruction, or alteration of the use of any building, other than a single-family residence, shall submit to the building official three (3) copies of a plot plan designating the number, dimensions, and location of off-street parking spaces and driveways that exist or are proposed.

(2) The building official shall not issue a building permit if it is determined that the plot plan does not conform to the off-street parking and driveway standards adopted by resolution by the city council and on file in the office of the director of transportation. Any variation to these standards must be approved by the director of transportation.

(3) Required off-street parking space shall be located on, or within four hundred (400) feet of the same lot, tract, parcel, or premises as the use being served or other property of the same or less restrictive zoning classification that the owner of the premises being served has a continuing right to use for parking.

(4) Any existing building or use that is enlarged, structurally altered, or remodeled to the extent, in the judgment of the planning director and building official, of increasing or changing the use by more than fifty (50) percent as it existed at the effective date of this chapter shall be accompanied by off-street parking for the entire building or use in accordance with the off-street parking regulations set forth in this section. When the enlargement, structural alteration, or remodeling is to the extent that the use is not increased or changed by more than fifty (50) percent, additional off-street parking shall only be required for the increased or changed floor area or use.

(5) Existing parking spaces may not be used to satisfy additional off-street parking requirements of this chapter unless the existing spaces proposed for use in meeting the requirements of this chapter exceed the number required for the building or use for which the existing spaces are associated. All parking associated with a building or use from which the spaces are drawn must meet all requirements of this chapter.

(6) General requirements:

(A) The number of off-street parking spaces for each use shall be determined by reference to the following "parking group table." Specific parking groups are identified for each primary use or accessory residential use in [section 28.03.023\(b\)](#).

(B) For shopping centers, or other tracts where different property uses will share a joint parking area, the parking requirements shall be computed based upon the overall development. Shopping centers containing not more than two hundred thousand (200,000) square feet of gross leasable floor area shall have a minimum of six (6) spaces per one thousand (1,000) square feet of net floor area. Shopping centers containing more than two hundred thousand (200,000) square feet of gross floor area shall have a minimum of five and one-half (5.5) spaces per one thousand (1,000) square feet of net floor area.

(C) For any use not listed, or where the listed regulations are not applicable, in the judgment of the director of transportation, the parking requirements shall be determined by the director of transportation. Computations of required parking spaces by the director of transportation shall be final, subject only to an appeal to the board of adjustment.

PARKING GROUP TABLE

Parking Group	Required Number of Off-Street Parking Spaces

1	One (1) space for each dwelling unit.
2	One and one-half (1-1/2) spaces for each dwelling unit.
3	Two (2) spaces for each dwelling unit.
4	Two (2) spaces for each trailer unit.
5	One (1) space for each trailer space.
6	Four (4) spaces for each five (5) employees on the largest shift or one (1) space per 600 square feet of gross floor area, whichever is greater. There shall at least be a minimum of two (2) spaces.
7	Three (3) spaces for each five (5) employees on largest shift, or one (1) space per 600 square feet of gross floor area, whichever is greater.
8	Four (4) spaces for each five (5) employees on largest shift, or one (1) space per 1,000 square feet of gross floor area, whichever is greater.
9	One (1) space for each employee plus three (3) customer spaces.
10	One (1) space for each employee plus five (5) reservoir spaces for each stall or bay.
11	One (1) space for each employee plus one (1) space for each barber chair.
12	One (1) space for each 200 square feet of gross floor area and two (2) spaces per pump island with a minimum of six (6) spaces. For gaming sites, one (1) space for each 75 square feet of gross floor area if gaming exceeds 35% of the gross floor area.
13	One (1) space for each 200 square feet of gross floor area.
14	One (1) space for each 300 square feet of gross floor area.
15	One (1) space for each 500 square feet of gross floor area.

21206

Woodcrest

To: TDHCA 9% Program and applicant for 21206 / Melissa Fisher
 Re: 3rd Party Administrative Deficiency
 Application: 21206 Woodcrest
 Date: May 3, 2021

Application 21206 over scored their application by 1 point. Per QAP, applications in At-Risk are not eligible for the 1 point associated with Residents with Special Needs, item B below regarding 2% of units committed to Continuum of Care. 21206 was submitted in the At-Risk set aside and therefore, is not eligible for that 1 point. As such, Self score and total score should be reduced by 1 point.

Excerpts from Application 21206:

9-challenges/21206.pdf

TPS File Tra... RAD Resource Desk

Page Fit

Competitive Housing Tax Credit Selection Self-Score (10 TAC §11.9)		
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.		
Criteria Promoting Development of High Quality Housing		
Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	6
Unit, Development Construction, and Energy and Water Efficiency Features	§11.9(b)(1)(B)	9
Sponsor Characteristics	§11.9(b)(2)	2
High Quality Housing Total		17
Criteria to Serve and Support Texans Most In Need		
Point Item Description	QAP Reference	Points Selected
Income Levels of Residents	§11.9(c)(1)	15
Rent Levels of Residents	§11.9(c)(2)	11
Resident Services	§11.9(c)(3)	11
Opportunity Index	§11.9(c)(4)	7
Underserved Area	§11.9(c)(5)	3
Residents with Special Housing Needs	§11.9(c)(6)	3
Proximity to Core Areas	§11.9(c)(7)	0
Serve and Support Texans Most in Need Total		50
Criteria Promoting Community Support and Engagement		

Should be 2

7. **Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]**

A. Applicant elects to commit to at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points) 2

B. Applicant elects to commit to at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point) 1

Application is seeking points for Residents with Special Housing Needs. Points Claimed: 3

21206

Woodcrest

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 21206 Woodcrest Apartments

Dear Ms. Morgan:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21206 Woodcrest Apartments. This RFAD concerns two scoring items.

11.9(c)(6) Residents with Special Housing Needs

This section awards up to 3 points under two scoring components concerning units reserved for certain individuals. Subparagraph A awards 2 points for committing 5% of total units for persons with special housing needs and Subparagraph B awards 1 point for committing an additional 2% of total units for persons experience homelessness referred from the Continuum of Care or local homeless service providers. Subparagraph B specifically states that *Applications in the At-risk or USDA set asides are not eligible for this scoring item.*

This Application has elected 3 points for this scoring item, but it is not eligible for 1 point under Subparagraph B because it is in the At-Risk Set Aside. This Application is eligible for only 2 points for 11.9(c)(6) Residents with Special Housing Needs.

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a pre-application meeting the requirements of this section. Specifically, the QAP requires the following:

(H) The pre-application met all applicable requirements.

Subparagraph H requires that the pre-application met all applicable requirements. Section 11.8 Pre-Application Requirements outlines these requirements. New in the 2021 QAP, 11.8(b)(2)(B) concerning notification recipients states that ***Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.*** While some Applicants uploaded excel files with mailing addresses to the Pre-Application, there is no evidence that this Applicant provided accurate mailing addresses in the Pre-Application. If the Applicant did not provide mailing addresses, the Pre-Application did not meet all applicable requirements and would not be eligible for Pre-Application Participation points.

Thank you for your attention.

Sincerely,



Alyssa Carpenter

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

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

Took 3 pts

Criteria Promoting Development of High Quality Housing

Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	6
Unit, Development Construction, and Energy and Water Efficiency Features	§11.9(b)(1)(B)	9
Sponsor Characteristics	§11.9(b)(2)	2
High Quality Housing Total		17

Criteria to Serve and Support Texans Most In Need

Point Item Description	QAP Reference	Points Selected
Income Levels of Residents	§11.9(c)(1)	15
Rent Levels of Residents	§11.9(c)(2)	11
Resident Services	§11.9(c)(3)	11
Opportunity Index	§11.9(c)(4)	7
Underserved Area	§11.9(c)(5)	3
Residents with Special Housing Needs	§11.9(c)(6)	3
Proximity to Job Areas	§11.9(c)(7)	0
Serve and Support Texans Most in Need Total		50

Criteria Promoting Community Support and Engagement

Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	
Commitment of Development Funding by Local Political Subdivision	§11.9(d)(2)	1
Declared Disaster Area	§11.9(d)(3)	10
Quantifiable Community Participation	§11.9(d)(4)	
Community Support from State Representative	§11.9(d)(5)	
Input from Community Organizations	§11.9(d)(6)	
Concerted Revitalization Plan	§11.9(d)(7)	
Community Support and Engagement Total		11

Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	26
Cost of Development per Square Foot	§11.9(e)(2)	12
Pre-application Participation	§11.9(e)(3)	6
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	3
Extended Affordability	§11.9(e)(5)	4
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	1
Funding Request Amount	§11.9(e)(8)	1
Efficient Use of Limited Resources and Applicant Accountability Total		53

Point Deductions	§11.9(f)	
Total Application Self-Score		131

Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

Took 1 pt for subparagraph B calculation is completed.

C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

0

Average Income from Tab 24
0.00

OR

D. Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

0

Application is seeking points for Income Levels of Residents.

Points Claimed:

15

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:

- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points) 0
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 11
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 0
- At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points) 0

Application is seeking points for Rent Levels of Residents.

Points Claimed:

11

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

- Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA. 10
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

Application is seeking points for Resident Services.

Points Claimed:

11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

- A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points) 2
- B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point) 1

Application is seeking points for Residents with Special Housing Needs.

Points Claimed:

3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

- Development is requesting Pre-Application Points. 6

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. 0
- Development will maintain a 40 year Affordability Period. 0
- Development will maintain a 45 year Affordability Period. 4

Application is seeking points for Extended Affordability.

Points Claimed:

4

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

In At-Risk

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Woodcrest Apartments will be a demolition reconstruction of the existing property which includes 80 existing units with 74 HUD HAP contract units. The residential units will be marketed to families earning 30% to 60% of the area median income. The developer considers the property functionally obsolete. This is supported by the engineering feasibility study, structural analysis, and HUD compliant PCNA. At over 50+ years, the property needs to be redeveloped to modern standards for operating efficiency and resident well-being.

5. Funding Request:

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm (Repayable)			30	
Multifamily Direct Loan: Construction Only (Repayable)		0.00%		
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)		0.00%		
CHDO Operating Expenses Grant				
Housing Tax Credits	\$ 1,626,015			
Private Activity Mortgage Revenue				

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only						Multifamily Direct Loan Only			
Select Set-Aside if applicable						Select NOFA and Set-Aside			
At-Risk		Nonprofit		USDA		Select NOFA		Select Set-Aside	
<input checked="" type="checkbox"/>									

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds?

No

Has this site/activity previously received TDHCA funds?

No

If "Yes" Enter Project Number:

and TDHCA funding source:

Has this site/activity previously received non-TDHCA federal funding?

Yes

If yes, source:

[Section 8 HAP Funds rental assistance.](#)

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?

No

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Pre-Application

Application Number: 21206
 Submitted Date: 1/8/2021 12:59PM
 Submitted By: Wallace Reed

Contact Information

Primary Contact: Melissa Fisher 16812 Dallas Parkway Dallas, TX 75248	Phone: 972-701-5555 Email: mfisher@rise-residential.com
Secondary Contact: Bill Fisher	Phone: 214-608-7201 Email: bill.fisher@sonomaadvisors.com
Consultant Contact: Wallace Reed	Phone: 956-454-4314 Email: wlreed@sonomaadvisors.com

Development Information

Name of Proposed Entity: Tx Woodcrest HAP, LP
Development Name: Woodcrest
Development Type: Reconstruct
Secondary Type: None
Previous TDHCA #:
Initial Construction Year: 1950
Units Demolished: 74
Units Reconstructed: 74
of Non-Contiguous Sites:
of Census Tracts: 1
Target Population: General
Development Address: 2550 W 8th St
 Odessa, TX 79763
ETJ?: N
County: Ector
Region: 12
Rural/Urban: Urban
Census Tracts: 48135001100
Total LI Units: 74
Total MR Units: 0
Total Units: 74
HTC Request: \$2,000,000.00
Pre-App Fee Due: \$740.00
Has Fee already been submitted?: Yes
Name on Check: Sonoma Housing Advisors
Check Number: 6355
Set-Aside Election: At-Risk

Notifications

U.S. Representative: August Pfluger	District: 11
State Senator: Kel Seliger	District: 31
State Representative: Brooks Landgraf	District: 81

21210

Hebron Village Supportive Housing

VISTA AT PARK PLACE, L.P.

May 3, 2021

Via Email

Texas Department of Housing and Community Affairs
Attention: Marni Holloway, Director of Multifamily Finance
221 East 11th Street
Austin, TX 78701

RE: Request for Administrative Deficiency – TDHCA #21210

Ms. Holloway:

Pursuant to 10 TAC §11.10 of the 2021 Qualified Allocation Plan (“QAP”), please accept this correspondence as a Third-Party Request for Administrative Deficiency pertaining to Hebron Village Supportive Housing, TDHCA #21210.

We are contesting the Application’s score because we believe that this Applicant claimed at least fifteen (15) points for which it is not eligible. Specifically, the Applicant, Hebron Village, Ltd requested:

1. Six (6) Concerted Revitalization Plan (CRP) points pursuant to 10 TAC §11.9(d)(7) of the QAP. However, the Applicant fails to qualify for such points under 10 TAC §11.9(d)(7)(A)(iv)(I) and (II), because a letter from the appropriate local official was not provided in the Application and no resolution was passed by the municipality that explicitly identifies the Development as its priority. The Application should receive at most one (1) point under §11.9(d)(7).
2. Four (4) Opportunity Index points pursuant to 10 TAC §11.9(c)(4) of the QAP in their full application. The Applicant fails to qualify for such points under subsections (A) and (B) of Section 11.9(c)(4), as the Development is located in a census tract which does not have a median household income in the three highest quartiles within the region. The Application should receive zero (0) points in §11.9(c)(4). Additionally, the Applicant cannot elect points under both CRP and Opportunity index per §11.9(c)(4) and §11.9(d)(7).
3. Six (6) points for Pre-Application Participation pursuant to §11.9(e)(3). The loss of the four (4) Opportunity Index points included in their Self-Score at full application results in a variation of greater than four (4) points from the Self-Score elected in the Pre-application. The Application should receive zero (0) points in §11.9(e)(3).

1. The Development does not qualify for CRP points under §11.9(d)(7)(A)(iv)(I) and (II) of the QAP, because it fails to provide the letter from the appropriate local official and did not receive a priority resolution for the CRP.

As shown below, at Tab 9, the Applicant elects six (6) points for CRP.

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

Region:

Yes Application is claiming points for a Concerted Revitalization Plan (CRP). (Up to 7 points).

No points were claimed for Opportunity Index.

Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

The CRP Packet has been completed and is included behind Tab 10.

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

Excerpt from Tab 9 of #20210 Hebron Village Supportive Housing application

Section §11.9(d)(7)(A)(iv)(I) and (II) state in relevant part that:

(iv) If the Application includes an acceptable Concerted Revitalization Plan, up to seven (7) points will be awarded based on:

(I) A letter from the appropriate local official for the municipality (or county if the Development Site is completely outside of a municipality) providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing (4 points); and

(II) A resolution by the municipality (or county if the Development Site is completely outside of a municipality) that explicitly identifies the proposed Development as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable)...(2 points)

The Applicant fails to provide the above mentioned attachments and therefore fails to qualify for six (6) CRP points. We respectfully request that Staff, in accordance with the QAP, deduct five (5) points from the Application for §11.9(d)(7).

2. The Development Site is located in a census tract which does not qualify for points under §11.9(c)(4) of the QAP relating to Opportunity Index.

As shown below, at Tab 9, the Applicant elected four (4) points for Opportunity Index despite having also elected points for CRP.

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

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

AND

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

OR

The census tract has a median household income in the third quartile within the region, **and** is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, **and** the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

Contiguous Census Tract # Contiguous Tract Quartile

Development is Urban and Development Site is within the required radius of eligible amenities or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

NOTE: Applicants seeking points under 10 TAC §11.9(c)(4)(B)(i)(I) or (II) related to distance from a playground or transit stop must provide a map that clearly illustrates the accessible route and distance.

See Maps	

Development is Rural or USDA and Development Site is within the required distance of eligible amenities or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

Application is seeking points for Opportunity Index. **Total Points Claimed:** **4**

Excerpt from Tab 9 of #20210 Hebron Village Supportive Housing application

The Development Site fails to qualify under either subparagraph (i) or (ii) of subsection (A), as it is not located within a census tract that has “a median household income rate in the two highest quartiles within the uniform service region” or “a median household income in the third quartile within the region”.

Section 11.9(c)(4) states in relevant part that:

(4) Opportunity Index. *The Department may refer to locations qualifying for points under this scoring item as high opportunity areas in some materials. A Development is eligible for a maximum of seven (7) opportunity index points.*

(A) A proposed Development is eligible for up to two (2) opportunity index points if it is located entirely within a census tract with a poverty rate of less than the greater of 20% or the median poverty rate for the region and meets the requirements in (i) or (ii) of this subparagraph.

*(i) The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and **a median household income rate in the two highest quartiles within the uniform service region.** (2 points)*

*(ii) The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, with **a median household income in the third quartile within the region,** and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. For purposes of this scoring item, a highway is a limited-access road with a speed limit of 50 miles per hour or more; and, (1 point)*

(B) An Application that meets one of the foregoing criteria in subparagraph (A) of this paragraph may qualify for additional points for any one or more of the following factors.

The Development Site is in census tract 48201332100, which is in the fourth quartile of the region with a median household income of \$36,781. Such information is self-populated in Tab 7 of the Application, as shown below.

2. Census Tract Information (All Programs)			
48201332100	Yes	Median Household Income: 36781	Quartile: 4q
11-digit Census Tract Number	QCT?		Poverty Rate: 26

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Governing Body resolution has been submitted behind Tab 8.

Excerpt from Tab 7 of #20210 Hebron Village Supportive Housing application

Furthermore, the Development Site is not eligible to receive any points pursuant to subsection 11.9(c)(4)(B), as the Development Site does not meet “one of the foregoing criteria in subparagraph (A) of this paragraph”.

Due to Applicant’s failure to qualify for four (4) Opportunity Index points, we respectfully request that Staff, in accordance with the QAP, deduct four (4) points from the Application Self-Score for 11.9(c)(4).

3. The Development does not qualify for points under §11.9(e)(3) of the QAP relating to Pre-Application Participation.

As shown below, at Tab 6a, the Applicant elected six (6) points for Pre-Application Participation. Its Self-Score in the full application is 130 points; however, after deduction of four (4) erroneous points relating to Opportunity Index, the corrected Self-Score should be 126 points.

Competitive Housing Tax Credit Selection Self-Score (10 TAC §11.9)		
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.		
Criteria Promoting Development of High Quality Housing		
Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	6
Unit, Development Construction, and Energy and Water Efficiency Features	§11.9(b)(1)(B)	9
Sponsor Characteristics	§11.9(b)(2)	2
High Quality Housing Total		17
Criteria to Serve and Support Texans Most In Need		
Point Item Description	QAP Reference	Points Selected
Income Levels of Residents	§11.9(c)(1)	16
Rent Levels of Residents	§11.9(c)(2)	13
Resident Services	§11.9(c)(3)	10
Opportunity Index	§11.9(c)(4)	4
Underserved Area	§11.9(c)(5)	5
Residents with Special Housing Needs	§11.9(c)(6)	3
Proximity to Job Areas	§11.9(c)(7)	0
Serve and Support Texans Most in Need Total		51
Criteria Promoting Community Support and Engagement		
Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	
Commitment of Development Funding by Local Political Subdivision	§11.9(d)(2)	1
Declared Disaster Area	§11.9(d)(3)	10
Quantifiable Community Participation	§11.9(d)(4)	
Community Support from State Representative	§11.9(d)(5)	
Input from Community Organizations	§11.9(d)(6)	
Concerted Revitalization Plan	§11.9(d)(7)	
Community Support and Engagement Total		11
Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability		
Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	0
Cost of Development per Square Foot	§11.9(e)(2)	12
Pre-application Participation	§11.9(e)(3)	6
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	3
Extended Affordability	§11.9(e)(5)	4
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	1
Funding Request Amount	§11.9(e)(8)	1
Efficient Use of Limited Resources and Applicant Accountability Total		27
Point Deductions	§11.9(f)	
Total Application Self-Score		106

Error 24 points selected 4/7 -am

Error 51 4/7 -am

Error total self-score elected = 130

Excerpt from Tab 6a of #20210 Hebron Village Supportive Housing application

In its Pre-Application, the Self-Score is 132 points as shown below.

Criteria to Serve and Support Texans Most in Need	
Income Levels of Residents:	16
Rent Levels of Residents:	13
Resident Services:	11
Opportunity Index:	0
Underserved Area:	5
Tenant Populations with Special Housing Needs:	3
Proximity to Jobs:	3
Serve and Support Texans Most in Need Total:	51
Criteria Promoting Community Support and Engagement	
Commitment of Development Funding by Local Political Subdivision:	1
Declared Disaster Area:	10
Community Support and Engagement Total:	11
Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability	
Financial Feasibility:	26
Cost of Development per Square Foot:	12
Pre-Application Participation:	6
Leveraging Private, State and Federal Resources:	3
Extended Affordability:	4
Historic Preservation:	0
Right of First Refusal:	1
Funding Request Amount:	1
Efficient Use of Limited Resources and Applicant Accountability Total:	53
Point Adjustment:	
Total Applicant Self-Score:	132

Excerpt from Pre-Application of #20210 Hebron Village Supportive Housing

The Applicant fails to satisfy subparagraph (E) of §11.9(e)(3), as the Application final score (corrected as 126 points) varies “by more than four (4) points from what was reflected in the pre-application self-score” (132 points).

Section 11.9(e)(3) states in relevant part that:

(3) Pre-application Participation. (§2306.6704) An Application may qualify to receive up to six (6) points provided a pre-application was submitted by the Pre-Application Final Delivery Date. Applications that meet all of the requirements described in subparagraphs (A) - (H) of this paragraph will qualify for six (6) points:

*(E) **The Application final score (inclusive of only scoring items reflected on the self-score form) does not vary by more than four (4) points from what was reflected in the pre-application self-score;***

Due to Applicant’s failure to qualify for six (6) Pre-Application Participation points, we respectfully request that Staff, in accordance with the QAP, deduct six (6) points from the Application Self-Score for 11.9(e)(3).

Thank you for your review and consideration of this matter.

21210

Hebron Village Supportive Housing

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application #21210 Hebron Village Supportive Housing

Dear Ms. Morgan:

Please consider this a formal request for a Third-Party Request for Administrative Deficiency (RFAD) for TDHCA Application #21210 based on the following items:

Pre-application Points

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a pre-application meeting the requirements of this section. Specifically, section 11.9(e)(3)(E) states *The Application final score (inclusive of only scoring items reflected on the self-score form) does not vary by more than four (4) points from what was reflected in the pre-application self-score*, the application cannot claim the 6 pre-application points. Based on the following variations, the applicant does not qualify for pre-application points.

See Attachment A for substantiation of the following:

- The applicant claimed 5 underserved area points in the pre-application but only qualifies for 4 points. The following adjoining tracts have developments that were awarded less than 15 years ago according to the Department's Property Inventory tab of the Site Demographics Characteristics Report.

48201313400- 2013 HTC #13428 Village at Palm Center 2014

48201313600- 2010 HTC #10084 4415 Perry

- The applicant claimed 3 jobs points in the pre-application but claimed 0 in the full application.
- The applicant claimed 26 points for financial feasibility in the pre-application but claimed 24 in the application.
- The applicant claimed 11 points for resident services in the pre-application but claimed 10 in the application.
- The applicant claimed 2 points for sponsor characteristics for which it is not eligible due to a family member's inclusion in the co-owner entity.

- The applicant claimed 16 points for the Income Levels of Residents. It is only eligible for 13 in the full application.

In summary, there is a 12-point discrepancy from the pre-application to the application, therefore the 6 pre-application points are forfeited.

Neighborhood Risk Factors

The Applicant failed to disclose a Neighborhood Risk Factor per the following:

11.101(a)(3)(B) The Neighborhood Risk Factors include those noted in clauses (i) - (iv) of this subparagraph and additional information as applicable to the neighborhood risk factor(s) disclosed as provided in subparagraphs (C) and (D) of this paragraph must be submitted in the Application. To be considered an eligible Site despite the presence of Neighborhood Risk Factors, an Applicant must demonstrate actions being taken that would lead staff to conclude that there is a high probability and reasonable expectation the risk factor will be sufficiently mitigated or significantly improved prior to placement in service and that the risk factor demonstrates a positive trend and continued improvement. Conclusions for such reasonable expectation may need to be affirmed by an industry professional, as appropriate, and may be dependent upon the severity of the Neighborhood Risk Factor disclosed.

(ii) The Development Site is in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.

Although Census Tract 48201332100 does not have a violent crime rate of over 18 per 1,000 persons annually, two adjoining census tracts do.

Tract 48201313500 located approximately 200 feet from the proposed Development Site has a violent crime rate of 21.19 per 1,000 residents (Attachment B).

Tract 48201331100 located approximately 430 feet from the proposed Development Site has a violent crime rate of 27.06 per 1,000 residents (Attachment C).

Because these were not disclosed and did not provide evidence of actions being taken to mitigate the Risk Factor, the application is ineligible.

Opportunity Index

The Applicant claimed 4 points for Opportunity Index and 6 points for the Concerted Revitalization Plan but cannot claim both as this is an either/or scoring item. The Development Site does not qualify for

Opportunity Index based on its being a quartile 4 Development Site with 26% poverty. These points should be removed (Attachment D).

Concerted Revitalization Plan

The Applicant does not include a letter from the appropriate official for the municipality providing documentation of measurable improvements within the revitalization area and discuss how the improvements will lead to an appropriate area for the placement of housing (4 points- Section 11.9 (7)(A)(iv)(I)).

The Applicant does not provide a resolution by the municipality that explicitly identifies the proposed Development as contributing more than any other to the concerted revitalization efforts of the municipality (2 points- Section 11.9 (7)(A)(iv)(II)).

The Applicant claims the amenity points for the CRP but does not provide enough amenities nor do they provide documentation for them. Allowable amenities possibly include Bethany Baptist Church, Calhoun Road at S Loop E bus stop (route 360), and Kandy Stripe Academy childcare. There is no documentation of distances for any of the amenities; in addition, there is no documentation for services provided by Bethany Baptist Church and no demonstration of times served/bus schedule for the stop to demonstrate its eligibility. Even if documentation can be provided after the application submittal for the 3, there are not enough amenities to justify the 1 point. The development needs to be in a location that would score at least five points under the Opportunity Index (1 point- Section 11.9 (7)(A)(iv)(III)) (Attachment D).

Because no documentation was submitted with the application for these three items, the Applicant is not eligible for the 7 CRP points.

Community Input

The QCP packet submitted on behalf of East Sunnyside Court Civic Club was uploaded to the application despite instruction that it needed to be mailed in separately to TDHCA. Furthermore, the boundaries listed in the formation documents and on the website do not include the Development Site (Attachment E). Therefore, the Applicant should not receive the 8 Quantifiable Community Participation points.

We would also note that State Representative Shawn Thierry, District 146 wrote the letter of support for the Development. However, Garnet F. Coleman of District 147 who was correctly identified in the pre-application is the Representative who should have written the letter of support. (Attachment F)

Because the QCP packet is not eligible, the Applicant would qualify for the 4 points for no neighborhood group on record, but we do not believe that they are eligible for the Input from Community Organizations points as no documentation was submitted. The Applicant should only be eligible for 4 of these 8 available points.

Conclusion

The 2021 QAP provides direction regarding the Applicant's ability to correct or clarify information in the Application; however, there are some limitations. When considering the following restrictions, this Applicant should not be able to correct the issues identified in this RFAD.

The QAP definition of Administrative Deficiency in 11.1(d)(2) states the following:

If an Applicant claims points for a scoring item, but provides supporting documentation that would support fewer points for that item, staff would treat this as an inconsistency and issue an Administrative Deficiency which will result in a correction of the claimed points to align with the provided supporting documentation. If the supporting documentation is not provided for claimed points, the item would be assigned no points.

The QAP definition of Material Deficiency in 11.1(d)(78) states the following:

Inability to provide documentation that existed prior to submission of an Application to substantiate claimed points or meet threshold requirements is material and may result in denial of the requested points or a termination in the case of threshold items. It is possible that multiple deficiencies that could individually be characterized as Administrative Deficiencies, when taken as a whole would create a need for substantial re-review of the Application and as such would be characterized as constituting a Material Deficiency.

The Deficiency Process Section in 11.201(7)(B) states the following:

Applicants may not use the Deficiency Process to increase a scoring item's points or to change any aspect of the proposed Development, financing structure, or other element of the Application.

The General Information Section in 11.9(a) of Competitive HTC Selection Criteria states the following:

Due to the highly competitive nature of the program, Applicants that elect points where supporting documentation is required but fail to provide any supporting documentation will not be allowed to cure the issue through an Administrative Deficiency. However, Department staff may provide the Applicant an opportunity to explain how they believe the Application, as submitted, meets the requirements for points or otherwise satisfies the requirements.

Per 11.202 (2)(B) of QAP states that an Application shall be ineligible if it is missing multiple parts of the Application; or has a Material Deficiency. In addition to the identified items that should result in point losses, we believe that the multiple omissions, lack of supporting documentation that adheres to the QAP/Application Manual requirements, and inconsistent information in totality constitutes a Material Deficiency and renders the application unreviewable by staff and should be considered ineligible.

Respectfully,



Meredith Edwards

ATTACHMENT A

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Application Number: 21210

Submitted Date: 1/5/2021 4:06PM

Submitted By: Rick Sims

Contact Information

Primary Contact: L. David Punch
3202 Trulley Ave
Houston, TX 77004

Phone: 832-347-0900
Email: pastorpunch@yahoo.com

Secondary Contact: Rick Sims

Phone: 318-349-1588
Email: RRsims90@aol.com

Consultant Contact: Rick Sims

Phone: 318-349-1588
Email: RRsims90@aol.com

Development Information

Name of Proposed Entity: Hebron Village Ltd.

Development Name: Hebron Village Supportive Housing

Development Type: New Construction

Secondary Type: None

Previous TDHCA #: 20053

Initial Construction Year:

Units Demolished: 0

Units Reconstructed:

of Non-Contiguous Sites:

of Census Tracts: 1

Target Population: Supportive Housing

Development Address: 7350 Calhoun Rd
Houston, TX 77033

ETJ?: N

County: Harris

Region: 6

Rural/Urban: Urban

Census Tracts: 48201332100

Total LI Units: 72

Total MR Units: 0

Total Units: 72

HTC Request: \$1,500,000.00

Pre-App Fee Due: \$720.00

**Has Fee already
been submitted?:** No

Name on Check:

Check Number:

Set-Aside Election: Nonprofit

Notifications

U.S. Representative: Al Green

District: 9

State Senator: Boris Miles

District: 13

State Representative: Garnet Coleman

District: 147

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents:	16
Rent Levels of Residents:	13
Resident Services:	11
Opportunity Index:	0
Underserved Area:	5
Tenant Populations with Special Housing Needs:	3
Proximity to Jobs:	3
Serve and Support Texans Most in Need Total:	51

Criteria Promoting Community Support and Engagement

Commitment of Development Funding by Local Political Subdivision:	1
Declared Disaster Area:	10
Community Support and Engagement Total:	11

Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility:	26
Cost of Development per Square Foot:	12
Pre-Application Participation:	6
Leveraging Private, State and Federal Resources:	3
Extended Affordability:	4
Historic Preservation:	0
Right of First Refusal:	1
Funding Request Amount:	1
Efficient Use of Limited Resources and Applicant Accountability Total:	53
Point Adjustment:	
Total Applicant Self-Score:	132

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:	
Government Support:	17 points
Quantifiable Community Participation:	8 points
Community Support from a State Representative:	8 points
Input from Community Organizations:	0 points
Concerted Revitalization Plan:	6 points

Attachments and Certifications

Site Control Documentation: [Site Conrol.pdf](#)

Census Tract Map: [Census Tract Map.pdf](#)

Neighborhood Risk Factors: [neighborhood features.pdf](#)

Other Pertinent Information:

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

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

Criteria Promoting Development of High Quality Housing

Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	6
Unit, Development Construction, and Energy and Water Efficiency Features	§11.9(b)(1)(B)	9
Sponsor Characteristics	§11.9(b)(2)	2
High Quality Housing Total		17

Criteria to Serve and Support Texans Most In Need

Point Item Description	QAP Reference	Points Selected
Income Levels of Residents	§11.9(c)(1)	16
Rent Levels of Residents	§11.9(c)(2)	13
Resident Services	§11.9(c)(3)	10
Opportunity Index	§11.9(c)(4)	0 4
Underserved Area	§11.9(c)(5)	5
Residents with Special Housing Needs	§11.9(c)(6)	3
Proximity to Job Areas	§11.9(c)(7)	0
Serve and Support Texans Most in Need Total		47 51

Criteria Promoting Community Support and Engagement

Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	
Commitment of Development Funding by Local Political Subdivision	§11.9(d)(2)	1
Declared Disaster Area	§11.9(d)(3)	10
Quantifiable Community Participation	§11.9(d)(4)	
Community Support from State Representative	§11.9(d)(5)	
Input from Community Organizations	§11.9(d)(6)	
Concerted Revitalization Plan	§11.9(d)(7)	
Community Support and Engagement Total		11

Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	0
Cost of Development per Square Foot	§11.9(e)(2)	12
Pre-application Participation	§11.9(e)(3)	6
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	3
Extended Affordability	§11.9(e)(5)	4
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	1
Funding Request Amount	§11.9(e)(8)	1
Efficient Use of Limited Resources and Applicant Accountability Total		51 27

Point Deductions	§11.9(f)	
Total Application Self-Score		106 106

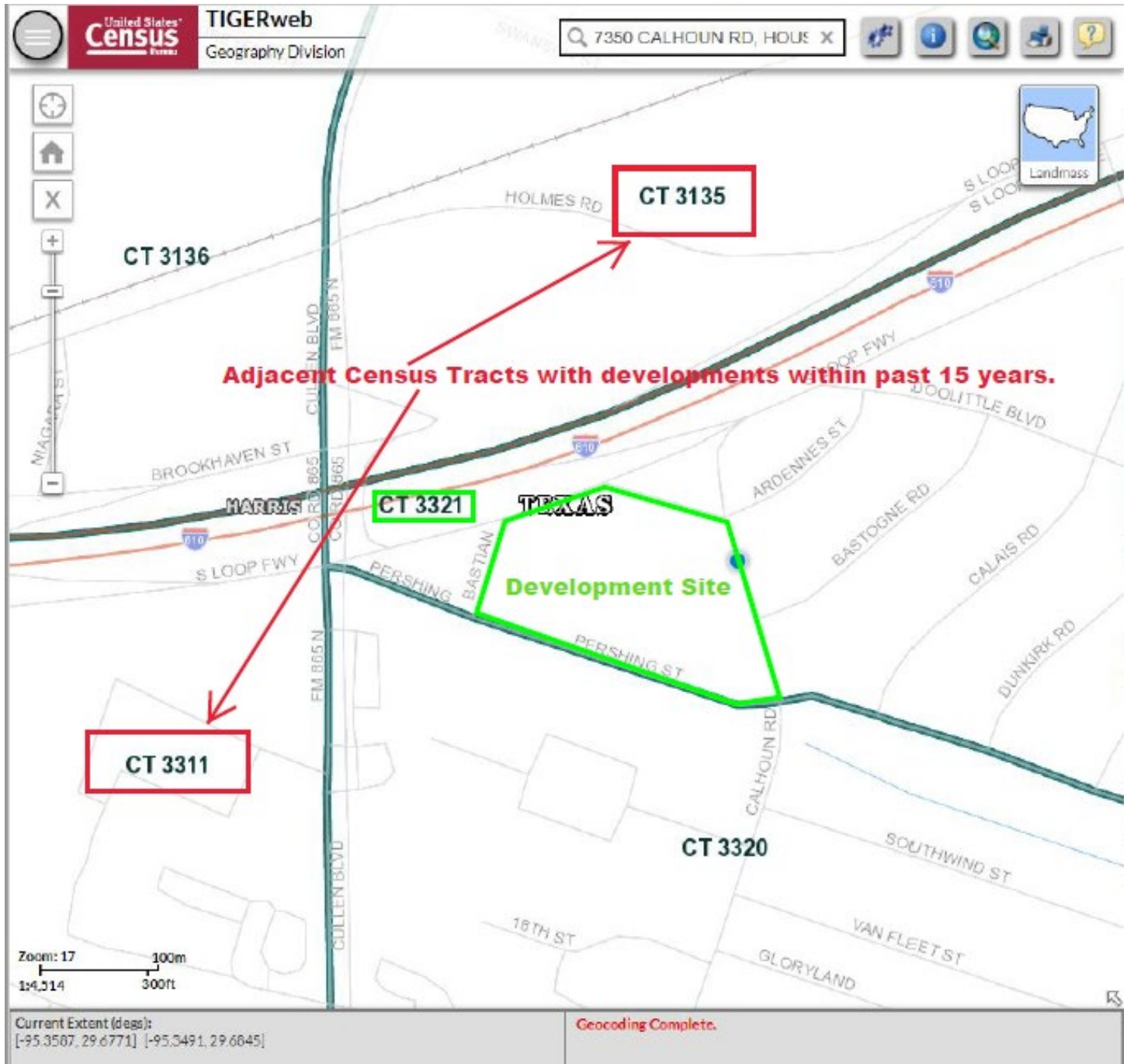
Error 24
points
selected
4/7 -am

Error 51 4/7
-am

Error total self-
score elected =130

Pre-Application Points

Underserved Area Points



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

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

- Wholly or partially within a Colonia (2 points);
(Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point);
(Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (4 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (2 points);

Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>

Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points);

Application is seeking points for Underserved Area.	Total Points Claimed:	<input type="text" value="5"/>
---	-----------------------	--------------------------------

Job Points

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

A. Proximity to the Urban Core

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

OR

B. Proximity to Jobs (select one)

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

Application is seeking points for Proximity to Job Areas	Total Points Claimed:	<input type="text" value="0"/>
--	-----------------------	--------------------------------

Financial Feasibility Points (TDHCA edited)

Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	0
Cost of Development per Square Foot	§11.9(e)(2)	12
Pre-application Participation	§11.9(e)(3)	6
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	3
Extended Affordability	§11.9(e)(5)	4
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	1
Funding Request Amount	§11.9(e)(8)	1
Efficient Use of Limited Resources and Applicant Accountability Total		51-27
Point Deductions	§11.9(f)	

Error 24 points selected 4/7 -am

Error 51 4/7 -am

Residential Services Points

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]		
<input checked="" type="checkbox"/> Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA.		10
<input type="checkbox"/> Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.		0
Application is seeking points for Resident Services.	Points Claimed:	10

Sponsor Characteristic Points

Sponsor Characteristics (Competitive HTC Only)	
Self Score Total: 106	
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure of the following requirements in parts 1 OR 2 below:	
1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the below:	
<input checked="" type="checkbox"/> Yes	If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
<input type="checkbox"/> No	If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind the tab.
<input checked="" type="checkbox"/> No	The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which together equal at least 50% and no less than 5% for any category.
	(Not required for HUB of HUD 202 Rehabilitation project)
	Ownership Interest: <u>100.000%</u>
	Cash flow from operations: <u> </u> CANNOT BE LESS THAN 5%
	Developer Fee: <u> </u> CANNOT BE LESS THAN 5%
	Total: <u>100.00%</u> (Must equal at least 50% regardless of structure)
<input checked="" type="checkbox"/> Yes	The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
<input checked="" type="checkbox"/> Yes	A detailed narrative describing how that material participation will be achieved is included.
<input checked="" type="checkbox"/> Yes	The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
<input checked="" type="checkbox"/> Yes	A detailed narrative describing experience in each category is included.
Mark all that apply	
<input checked="" type="checkbox"/> Property Management	<input checked="" type="checkbox"/> Construction
<input checked="" type="checkbox"/> Development	<input checked="" type="checkbox"/> Financing
<input checked="" type="checkbox"/> Compliance	
<input checked="" type="checkbox"/> No	No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
<input checked="" type="checkbox"/> Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.	
Points Claimed: 2	

Income Levels of Residents Points

The site does not qualify for 16 points under Income Levels. It has (12) 50% units and needs (15) 30% units to qualify for Rent Level points. That leaves the Development with (15) 30% units to use under Income Levels, giving them a total of (27) at 50% or less which puts them at 38%. That would qualify them for 13 points.

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

**30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application's scoring elections here.*

Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

Total Number of Units at 50% or less of AMGI

Number of 30% Units used to score points under §11.9(c)(2)*

Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)

Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

Percentage used for calculation of eligible points under §11.9(c)(1)

**COMPLETE THIS SECTION!
CHECK YOUR MATH!**

A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and

Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)

These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.

Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

B. Development proposed in all other areas.

Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)

Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

OR (DO NOT COMPLETE BOTH)

2/22/2021

Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

The Average Income for the proposed Development will be 54% or lower (15 points).

The Average Income for the proposed Development will be 55% or lower (13 points).

The Average Income for the proposed Development will be 56% or lower (11 points).

OR

D. Development proposed in all other areas.

The Average Income for the proposed Development will be 55% or lower (15 points).

The Average Income for the proposed Development will be 56% or lower (13 points).

The Average Income for the proposed Development will be 57% or lower (11 points).

This box will populate after the calculation is completed.

Average Income from Tab 24

0.00

Application is seeking points for Income Levels of Residents.

Points Claimed:

16

ATTACHMENT B

7350 Calhoun Rd

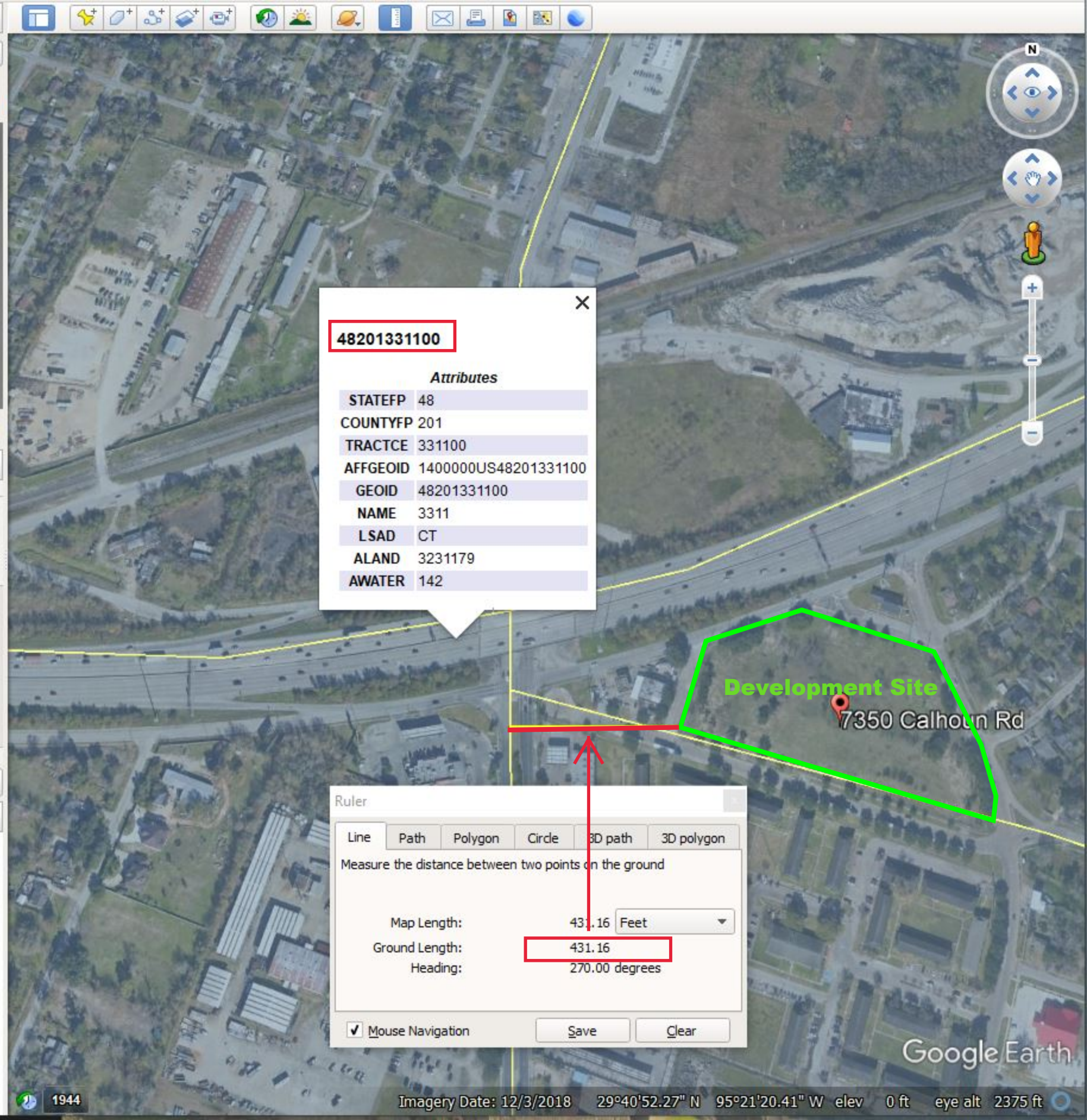


Places

- My Places
 - Sightseeing Tour
 - Make sure 3D
 - Buildings
- default_my_places
 - My Places
 - Sightseeing Tour
 - Make sure 3D
 - Buildings
 - cb_2016_48_tra...
 - 2020 SITES
 - USDA- Belton ...
 - USDA- Buckhol...
 - USDA- Rosebu...

Layers

- Primary Database
 - Announcements
 - Borders and Labels
 - Places
 - Photos
 - Roads
 - 3D Buildings
 - Weather
 - Gallery
 - More
 - Terrain



48201331100

Attributes

STATEFP	48
COUNTYFP	201
TRACTCE	331100
AFFGEOID	1400000US48201331100
GEOID	48201331100
NAME	3311
LSAD	CT
ALAND	3231179
AWATER	142

Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

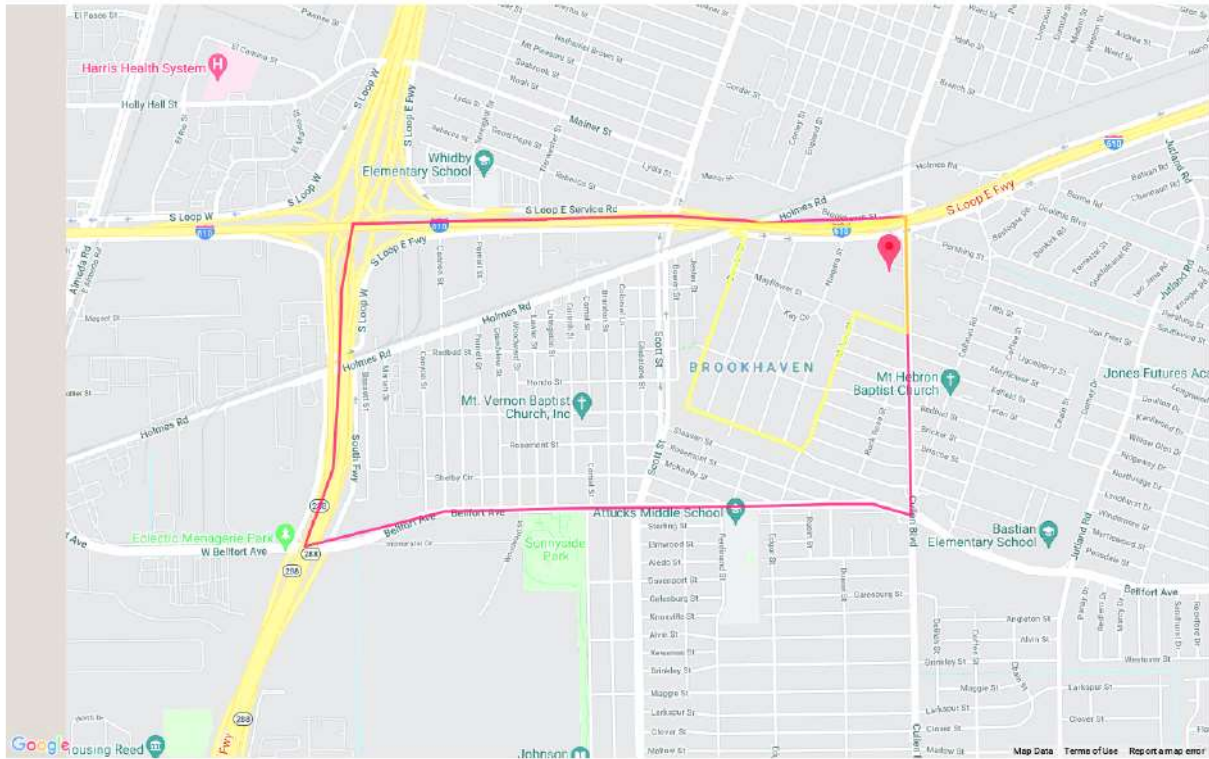
Map Length: 431.16 Feet

Ground Length: 431.16

Heading: 270.00 degrees

Mouse Navigation

Save Clear



THE 7440 CULLEN BLVD NEIGHBORHOOD CRIME

67 Vital Statistics. 7 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

0

(100 is safest)

Safer than 0% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

	VIOLENT	PROPERTY	TOTAL
Number of Crimes	104	338	442
Crime Rate (per 1,000 residents)	27.06	87.95	115.01

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

0

(100 is safest)

Safer than 0% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
5 100 is safest	23 100 is safest	0 100 is safest	1 100 is safest

ATTACHMENT C

Search

7350 Calhoun Road, 77033 Search

ex: Hotels near JFK

Get Directions History

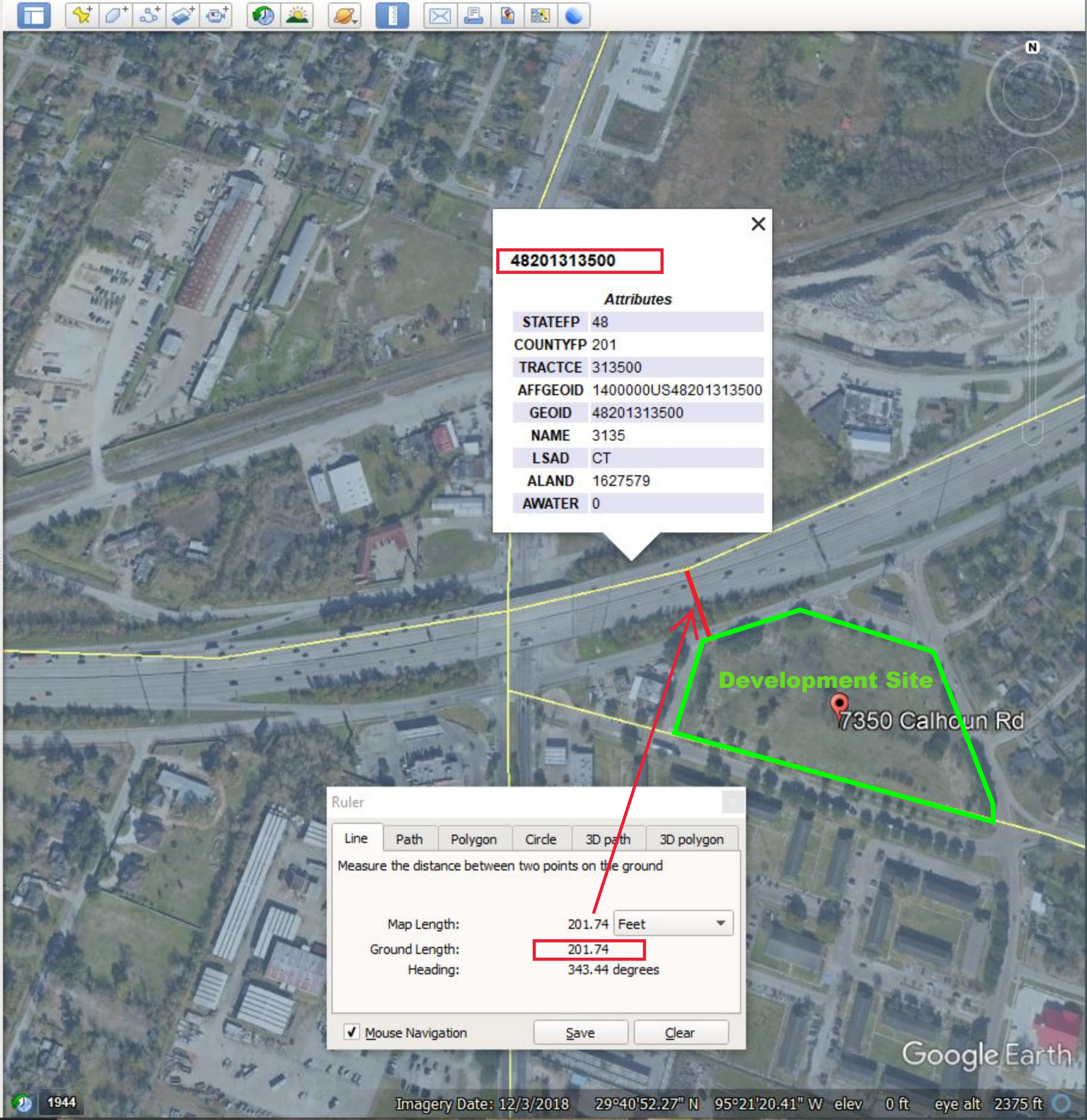
7350 Calhoun Rd

Places

- My Places
 - Sightseeing Tour
 - Make sure 3D Buildings
- default_my_places
 - My Places
 - Sightseeing Tour
 - Make sure 3D Buildings
 - cb_2016_48_tra...
 - 2020 SITES
 - USDA- Belton ...
 - USDA- Buckhol...
 - USDA- Rosebu...

Layers

- Primary Database
 - Announcements
 - Borders and Labels
 - Places
 - Photos
 - Roads
 - 3D Buildings
 - Weather
 - Gallery
 - More
 - Terrain



48201313500

Attributes

STATEFP	48
COUNTYFP	201
TRACTCE	313500
AFFGEOID	1400000US48201313500
GEOID	48201313500
NAME	3135
LSAD	CT
ALAND	1627579
AWATER	0

Ruler

Line Path Polygon Circle 3D path 3D polygon

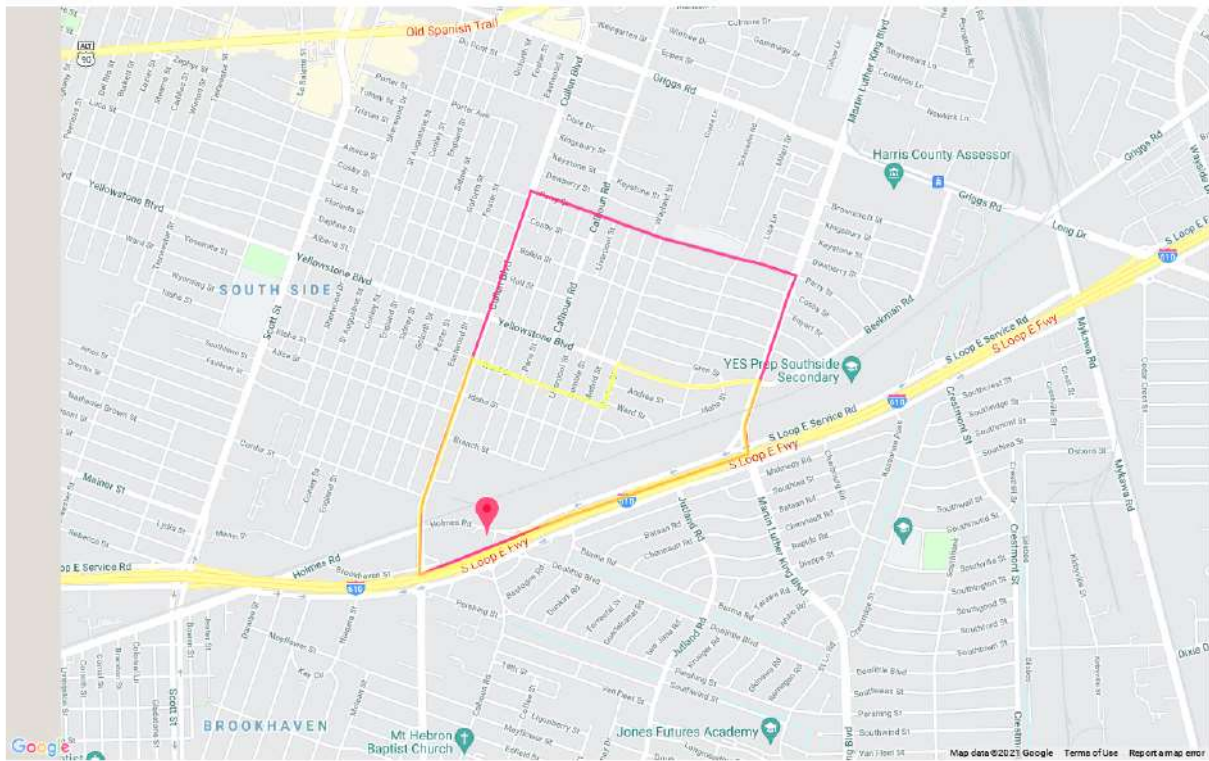
Measure the distance between two points on the ground

Map Length: 201.74 Feet

Ground Length: 201.74

Heading: 343.44 degrees

Mouse Navigation Save Clear



— Neighborhood Boundary — Micro-Neighborhood Boundary

THE 4640 HOLMES RD NEIGHBORHOOD CRIME

67 Vital Statistics. 7 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

1

(100 is safest)

Safer than 1% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

	VIOLENT	PROPERTY	TOTAL
Number of Crimes	53	183	236
Crime Rate (per 1,000 residents)	21.19	73.17	94.36

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

1

(100 is safest)

Safer than 1% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
5 100 is safest	34 100 is safest	1 100 is safest	2 100 is safest

ATTACHMENT D

Site Information Form Part I

Self Score Total: 106

1. Development Address (All Programs)

7350 Calhoun Rd

Houston

ETJ?

Address

City

6
Region

77033
Zip

Harris
County

Urban
Rural/Urban

Rural via §11.204(5)(B) Rural Designation

2. Census Tract Information (All Programs)

48201332100

11-digit Census Tract Number

Yes

QCT?

Median Household Income: 36781

Quartile: 4q

Poverty Rate: 26

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Governing Body resolution has been submitted behind Tab 8.

Site Information Form Part II

Self Score Total: 106

Yes Part 1 entries are related to Concerted Revitalization Plan, and Opportunity Index points are not requested.
If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

AND

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

OR

The census tract has a median household income in the third quartile within the region, **and** is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, **and** the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

Contiguous Census Tract # Contiguous Tract Quartile

Development is Urban and Development Site is within the required radius of eligible amenities or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

NOTE: Applicants seeking points under 10 TAC §11.9(c)(4)(B)(i)(I) or (II) related to distance from a playground or transit stop must provide a map that clearly illustrates the accessible route and distance.

<p>See Maps</p> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
---	--

Development is Rural or USDA and Development Site is within the required distance of eligible amenities or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

Application is seeking points for Opportunity Index. Total Points Claimed: 4

If necessary, provide a brief summary of how the Development Site is justified by the criteria selected.

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

Region: 6 Urban

Yes Application is claiming points for a Concerted Revitalization Plan (CRP). (Up to 7 points).

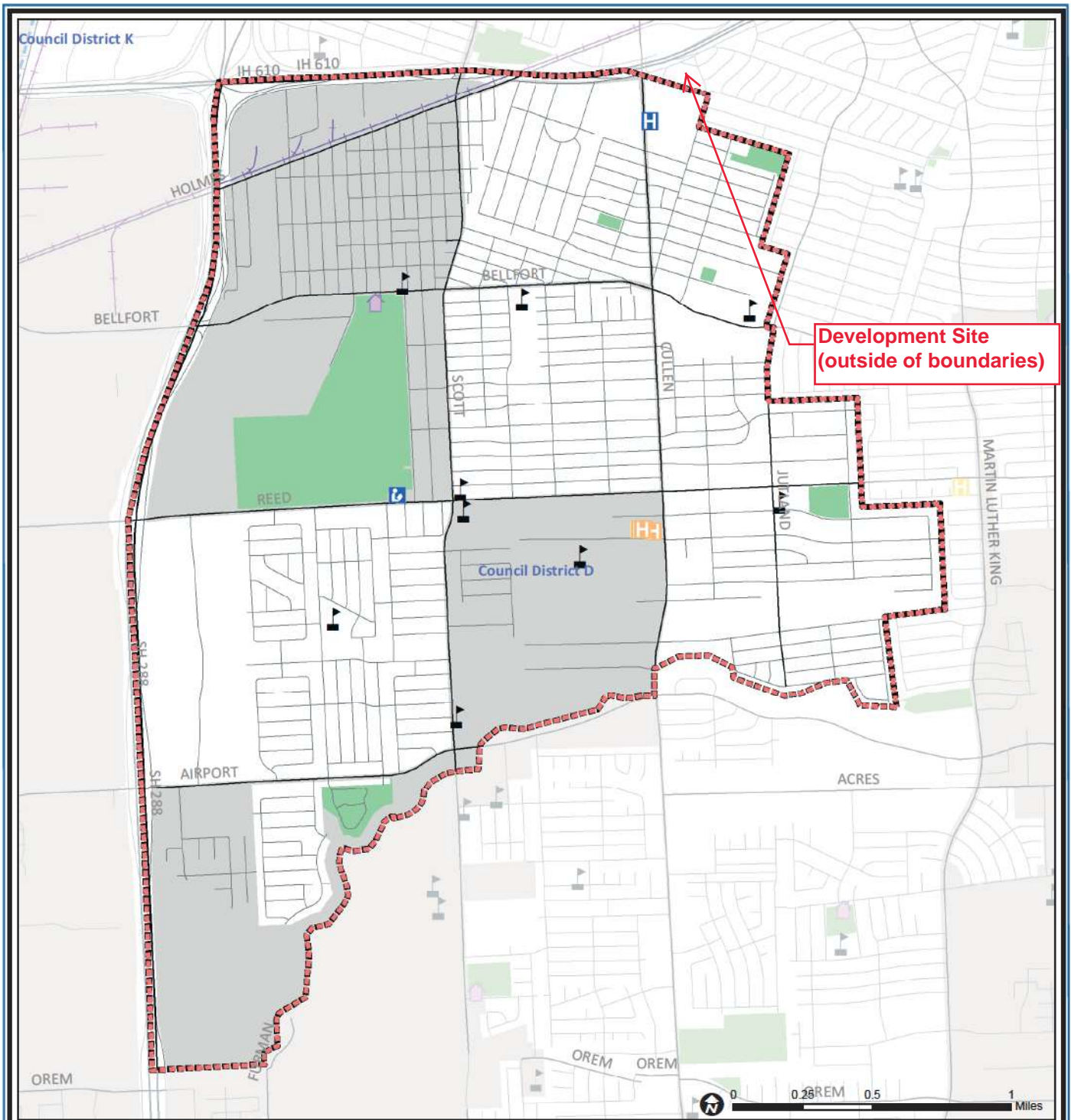
No points were claimed for Opportunity Index.

Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

The CRP Packet has been completed **and is included behind Tab 10.**

Application is seeking points for Concerted Revitalization. Total Points Claimed: 6

ATTACHMENT E



**Development Site
(outside of boundaries)**

Sunnyside: Public Facilities

- | | | |
|-----------------------------|-------------------------|---------------------|
| Super Neighborhood Boundary | Airports | Rail Road |
| Community Centers | Harris County Hospitals | Metro Rail Stations |
| Fire Station | Private Hospitals | Metro Rail Line |
| Police Station | Other Health Facilities | Parks |
| School | Library | TIRZ |

Source: City of Houston GIS Database

Date: November, 2017

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &
DEVELOPMENT
DEPARTMENT**

ATTACHMENT F

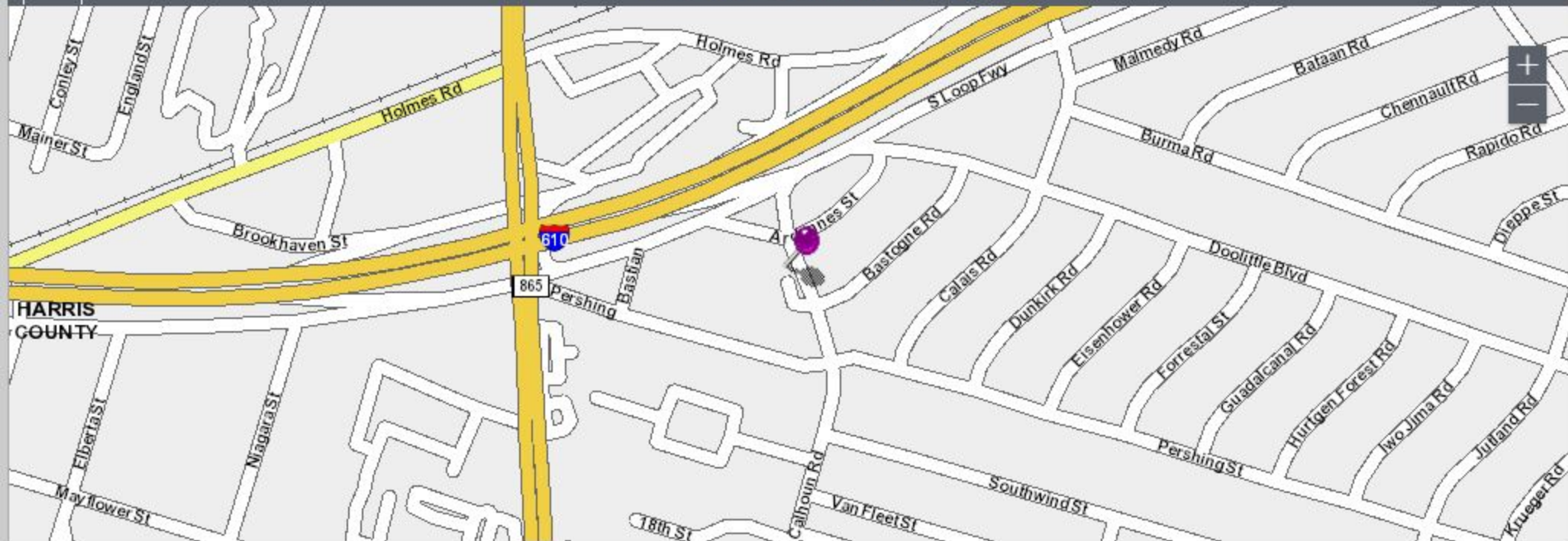
Development Information

Name of Proposed Entity: Hebron Village Ltd.
Development Name: Hebron Village Supportive Housing
Development Type: New Construction
Secondary Type: None
Previous TDHCA #: 20053
Initial Construction Year:
Units Demolished: 0
Units Reconstructed:
of Non-Contiguous Sites:
of Census Tracts: 1
Target Population: Supportive Housing
Development Address: 7350 Calhoun Rd
Houston, TX 77033
ETJ?: N
County: Harris
Region: 6
Rural/Urban: Urban
Census Tracts: 48201332100
Total LI Units: 72
Total MR Units: 0
Total Units: 72
HTC Request: \$1,500,000.00
Pre-App Fee Due: \$720.00
Has Fee already been submitted?: No
Name on Check:
Check Number:
Set-Aside Election: Nonprofit

Notifications

U.S. Representative: Al Green	District: 9
State Senator: Boris Miles	District: 13
State Representative: Garnet Coleman	District: 147

7350 Calhoun Rd



Congresswoman Sheila Jackson Lee
U.S. Congressional District 18

Representative Garnet F. Coleman
Texas House District 147

Senator Borris L. Miles
Texas Senate District 13

Elected Officials

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

(If box above is checked, the rest of the form may be left **BLANK** .)

Elected officials have *changed since the Pre-Application was submitted* , and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted .

Please identify all elected officials which represent the Development Site.

Al Green

9th

**** US Representative**

District

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

Borris Miller

13

State Senator

District

Support Letter

Slyvester Turner

City Mayor

Shawn Thierry

146

State Representative

District

Support Letter

Lina Hidalgo

County Judge

21230

Calle del Norte Apartments

5/3/2021

Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

RE: §11.10 Third Party Request for Administrative Deficiency
TDHCA Application #21230

To Whom It May Concern,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our Third-Party Request for Administrative Deficiency (“RFAD”) with regards to Application #21230 (the “Calle del Norte Apartments Application”). A copy of this request is being delivered concurrently to representatives of the Calle del Norte Application.

“Financial Feasibility. (§2306.6710(b)(1)(A) To qualify for points, a 15-year pro forma itemizing all projected income including Unit rental rate assumptions, operating expenses and debt service, and specifying the underlying growth assumptions and reflecting a minimum must-pay debt coverage ratio of 1.15 for each year must be submitted. The pro forma must include the signature and contact information evidencing that it has been reviewed and found to be acceptable by an authorized representative of a proposed Third-Party permanent lender.”

Annual Expenses on the submitted application are utterly impossible, these expenses are significantly below the TDHCA actual average operating expense statements as for the year for Region 11 and not compatible to other developments in the market area. If the development expenses would be estimated to the actual average operating expenses, this application would have a Debt Coverage Ratio below 1.15 and would therefore make this development financially unfeasible. See below documentation posted from TDHCA that shows actual operating expenses.

Based on the information and evidence that we have provided in this challenge to Application # 21230, we request that TDHCA review the Third-Party Request for Administrative Deficiency and make the necessary reductions to the overall score as appropriate.

Thank you for your consideration of this RFAD.

Sincerely,

Rick J. Deyoe
Authorized Representative
Jack Place, Ltd

Region 10: More Than 76 Units (24 Developments, 2,834 Units)

OPERATING EXPENSE	PER UNIT	PER Sq. Ft.	AVERAGE (annual) 118 Units	AVERAGE (annual) 106,962 Sq. Ft.	CONTROLLABLE PER UNIT
□eneral □Administrative	□388	□0.46	□45,836	□49,198	□388
□anagement	426	0.49	□50,245	□52,849	
□ayroll □ayroll □a□	1,231	1.44	□145,356	□153,824	1,231
Repairs □aintenance	796	0.93	□94,039	□99,891	796
□ilities	310	0.35	□36,611	□37,920	310
□ater, Se□er □rash	754	0.86	□88,994	□91,777	754
Insurance	576	0.69	□68,056	□73,453	
□roperty □a□	475	0.53	□56,124	□56,595	
Reserve for Replacement	335	0.38	□39,570	□41,003	
Total Expenses	\$5,291	\$6.14	\$624,831	\$656,510	\$3,479

Expense to Income Ratio□ 51.67□
 Vacancy□ 6.59□
 □gm□E□I□ 4.77□
 Average □development Age□ 14 years

Region 11: Less Than 76 Units (12 Developments, 625 Units)

OPERATING EXPENSE	PER UNIT	PER Sq. Ft.	AVERAGE (annual) 52 Units	AVERAGE (annual) 51,562 Sq. Ft.	CONTROLLABLE PER UNIT
□eneral □Administrative	□615	□0.69	□32,021	□35,641	□615
□anagement	361	0.41	□18,780	□21,056	
□ayroll □ayroll □a□	1,158	1.23	□60,287	□63,559	1,158
Repairs □aintenance	660	0.72	□34,383	□37,183	660
□ilities	239	0.28	□12,451	□14,237	239
□ater, Se□er □rash	514	0.54	□26,796	□27,692	514
Insurance	479	0.51	□24,956	□26,519	
□roperty □a□	560	0.56	□29,153	□28,967	
Reserve for Replacement	467	0.49	□24,298	□25,081	
Total Expenses	\$5,052	\$5.43	\$263,123	\$279,935	\$3,186

Expense to Income Ratio□ 60.99□
 Vacancy□ 6.76□
 □gm□E□I□ 5.17□
 Average □development Age□ 11 years

Region 11: More Than 76 Units (41 Developments, 4,766 Units)

OPERATING EXPENSE	PER UNIT	PER Sq. Ft.	AVERAGE (annual) 116 Units	AVERAGE (annual) 113,953 Sq. Ft.	CONTROLLABLE PER UNIT
□eneral □Administrative	□343	□0.36	□39,915	□41,133	□343
□anagement	327	0.34	□38,035	□39,116	
□ayroll □ayroll □a□	1,101	1.17	□127,963	□133,719	1,101
Repairs □aintenance	507	0.53	□58,883	□60,291	507
□ilities	200	0.23	□23,217	□26,449	200
□ater, Se□er □rash	546	0.57	□63,456	□64,649	546
Insurance	420	0.44	□48,877	□50,326	
□roperty □a□	666	0.68	□77,421	□77,127	
Reserve for Replacement	426	0.47	□49,523	□53,289	
Total Expenses	\$4,536	\$4.79	\$527,290	\$546,101	\$2,696

Expense to Income Ratio□ 56.63□
 Vacancy□ 5.55□
 □gm□E□I□ 4.50□
 Average □development Age□ 12 years

[OPEN NEW WATER ACCOUNT HERE](#)

[WATER AND SEWER EMERGENCIES](#)

[PAY YOUR BILL ONLINE](#)

[Home](#)

[About Us](#)

[Services](#)

[Commercial](#)

[Meters](#)

[Education](#)

WATER RATES

Detailed information on rates for all City Utility services can be found in the City of Laredo's [Code of Ordinances](#).

Per Ordinance 2019-0-071

2020 RESIDENTIAL WATER RATES

(EFFECTIVE 10/01/2020)

**Usage charge per 1,000 gallons*

5/8" and 3/4" METERS

up to 2,000 gallons	\$11.05
next 2,000 gallons	\$2.16
next 6,000 gallons	\$2.31
next 10,000 gallons	\$2.39
next 10,000 gallons	\$2.53
next 10,000 gallons	\$2.70
next 10,000 gallons	\$2.82
over 50,000 gallons	\$5.62

1" METER

up to 2,000 gallons	\$24.04
next 2,000 gallons	\$2.16
next 6,000 gallons	\$2.31
next 10,000 gallons	\$2.39
next 10,000 gallons	\$2.53
next 10,000 gallons	\$2.70
next 10,000 gallons	\$2.82
over 50,000 gallons	\$5.62

1 1/2" METER

up to 2,000 gallons	\$34.01
next 2,000 gallons	\$2.16
next 6,000 gallons	\$2.31
next 10,000 gallons	\$2.39
next 10,000 gallons	\$2.53
next 10,000 gallons	\$2.70
next 10,000 gallons	\$2.82
over 50,000 gallons	\$5.62

2" METER

up to 2,000 gallons	\$52.81
next 2,000 gallons	\$2.16
next 6,000 gallons	\$2.31
next 10,000 gallons	\$2.39
next 10,000 gallons	\$2.53
next 10,000 gallons	\$2.70
next 10,000 gallons	\$2.82
over 50,000 gallons	\$5.62

Rate increases scheduled per ordinance will automatically go into effect on October 1, 2020 and for each subsequent year thereafter.

Example of a residential water bill, including all charges, for 5/8" and 3/4" meter with 10,000 gallon consumption:

Water	\$29.23
Sewer	\$41.75
Garbage	\$18.00 *
Stormwater Fee	\$6.50 *
Federal State Mandates Fee	\$4.25
Tax	\$1.49 *
Water Demand Fees	\$1.00 **
Total Bill	\$102.22

**charges based on services provided*

*** Fee based on size of meter*

2020 MULTI-FAMILY AND COMMERCIAL

(EFFECTIVE 10/01/2020)

**Usage charge per 1,000 gallons*

5/8" and 3/4" METER

--	--

1" METER

up to 2,000 gallons	\$45.18
---------------------	---------

1 1/2" METER

up to 2,000 gallons	\$50.25
---------------------	---------

2" METER

up to 2,000 gallons	\$69.38
---------------------	---------

up to 2,000 gallons	\$41.59
next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

3" METER

up to 2,000 gallons	\$137.97
next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

4" METER

up to 2,000 gallons	\$208.37
next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

6" METER

up to 2,000 gallons	\$375.28
next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

8" METER

up to 2,000 gallons	\$553.15
next 2,000 gallons	\$2.63
next 6,000 gallons	\$3.24
next 30,000 gallons	\$4.08
next 110,000 gallons	\$4.30
next 150,000 gallons	\$4.65
next 300,000 gallons	\$5.14
next 400,000 gallons	\$6.07
over 1,000,000 gallons	\$6.21

Rate increases scheduled per ordinance will automatically go into effect on October 1, 2020 and for each subsequent year thereafter.

Example of a commercial water bill, including all charges, for 5/8" and 3/4" meter with 10,000 gallon consumption:

Water	\$66.29
Sewer	\$54.49
Garbage	\$35.00 *
Stormwater Fee	\$8.00 *
Federal State Mandates Fee	\$4.25
Tax	\$2.89 *
Water Demand Fee	\$1.00 **
Total Bill	\$171.92

**charges based on services provided*

*** Fee based on size of meter*

2019 RESIDENTIAL WATER RATES

(EFFECTIVE 10/01/2019)

**Usage charge per 1,000 gallons*

5/8" x 3/4" METERS

up to 2,000 gallons	\$10.52
next 2,000 gallons	\$2.05
next 6,000 gallons	\$2.20
next 10,000 gallons	\$2.27

1" METER

up to 2,000 gallons	\$22.90
next 2,000 gallons	\$2.05
next 6,000 gallons	\$2.20
next 10,000 gallons	\$2.27

1 1/2" METER

up to 2,000 gallons	\$32.39
next 2,000 gallons	\$2.05
next 6,000 gallons	\$2.20
next 10,000 gallons	\$2.27

2" METER

up to 2,000 gallons	\$50.30
next 2,000 gallons	\$2.05
next 6,000 gallons	\$2.20
next 10,000 gallons	\$2.27

next 10,000 gallons	\$2.41
next 10,000 gallons	\$2.57
next 10,000 gallons	\$2.69
over 50,000 gallons	\$5.35

next 10,000 gallons	\$2.41
next 10,000 gallons	\$2.57
next 10,000 gallons	\$2.69
over 50,000 gallons	\$5.35

next 10,000 gallons	\$2.41
next 10,000 gallons	\$2.57
next 10,000 gallons	\$2.69
over 50,000 gallons	\$5.35

next 10,000 gallons	\$2.41
next 10,000 gallons	\$2.57
next 10,000 gallons	\$2.69
over 50,000 gallons	\$5.35

Rate increases scheduled per ordinance will automatically go into effect on October 1, 2019 and for each subsequent year thereafter.

Example of a residential water bill, including all charges, for 5/8" and 3/4" meter with 10,000 gallon consumption:

Water	\$27.82
Sewer	\$39.38
Garbage	\$18.00 *
Stormwater Fee	\$6.50 *
Federal State Mandates Fee	\$4.25
Tax	\$1.49 *
Total Bill	\$97.44

**charges based on services provided*

2019 MULTI-FAMILY AND COMMERCIAL

(EFFECTIVE 10/01/2019)

**Usage charge per 1,000 gallons*

5/8" x 3/4" METER

up to 2,000 gallons	\$39.61
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

1" METER

up to 2,000 gallons	\$43.03
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

1 1/2" METER

up to 2,000 gallons	\$47.86
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

2" METER

up to 2,000 gallons	\$66.08
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

3" METER

up to 2,000 gallons	\$131.40
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

4" METER

up to 2,000 gallons	\$198.45
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

6" METER

up to 2,000 gallons	\$357.41
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

8" METER

up to 2,000 gallons	\$526.81
next 2,000 gallons	\$2.51
next 6,000 gallons	\$3.08
next 30,000 gallons	\$3.88
next 110,000 gallons	\$4.10
next 150,000 gallons	\$4.43
next 300,000 gallons	\$4.89
next 400,000 gallons	\$5.78
over 1,000,000 gallons	\$5.92

Rate increases scheduled per ordinance will automatically go into effect on October 1, 2019 and for each subsequent year thereafter.

Example of a commercial water bill, including all charges, for 5/8" and 3/4" meter with 10,000 gallon consumption:

Water	\$63.11
Sewer	\$51.39
Garbage	\$35.00 *
Stormwater Fee	\$8.00 *
Federal State Mandates Fee	\$4.25
Tax	\$2.89 *
Total Bill	\$164.64

**charges based on services provided*

PAYMENT METHODS

- Pay Online
- Pay in Person
- Pay by Phone
- Pay by Bank Draft
- Pay in a Kiosk

FREQUENTLY ASKED QUESTIONS

- Residential Rate Calculator
- What are the water rates?
- Contact Us
- How can I set up an automatic bank draft?

UTILITIES SERVICE LOCATIONS

CITY HALL ANNEX	CONTACT	Hours
1102 Bob Bullock Loop Laredo, Texas 78043	(956) 727-6402	Open 8 a.m. - 5 p.m. Monday - Friday
Main Office 5816 Daugherty Laredo, Texas 78041	(956) 721-2000	Open 8 a.m. - 5 p.m. Monday - Friday

[View All Locations](#)

21230

Calle del Norte Apartments

Marque Real Estate Consultants, LLC

6300 West Loop South, Ste. 670

Bellaire, Texas 77401

(713) 560-0068 – p

(713) 583-8858 – f

Donna@MarqueConsultants.com

May 3, 2021

Via Electronic Mail

Texas Department of Housing and Community Affairs

221 East 11th Street

Austin, Texas 78701

Attn: Ms. Marni Holloway, Director of Multifamily Finance

Attn: Alena R. Morgan, JD, 9% HTC Program Administrator

Re: Calle del Norte Apartments, #21230

Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Morgan,

On behalf of the Applicant for Dahlia Villas, #21069 (“Dahlia Applicant”), please allow this letter to serve as a Third Party Request for Administrative Deficiency (RFAD) in accordance with Section 11.10 of the 2021 QAP. The Dahlia Applicant is requesting that staff consider whether the matters described in this letter and supporting documentation should be the subject of one or more Administrative Deficiencies. A copy of this request has been delivered concurrently to the representative of Calle del Norte Apartments (“Calle Applicant”).

1. **Failure to Notify:**

Pursuant to §2306.6704(c) of the Tex. Gov’t Code, pre-applications ***will be terminated*** unless they meet the threshold criteria described in Section 11.8(b)-**Pre-Application Requirements** of the QAP, which, in part, requires the Applicant to notify **no later than the date the pre-application is submitted**, the following officials:

- a. Superintendent of the school district in which the Development Site is located;
and
- b. Presiding officer of the board of trustees of the school district in which the Development Site is located.

The Calle Del Norte Apartment site is located at 210 Calle del Norte Drive, Laredo, Texas (“Development Site”), and within the boundaries of the United ISD (“United ISD”). The Pre-Application shows that the Calle Applicant notified the Superintendent and Presiding Officer of the Laredo ISD. See attached **Exhibit “A”**-Notifications at Pre-Application. At Full Application, the Calle Applicant included maps correctly plotting the location of the ES, MS and HS within the boundary of the United ISD. See attached **Exhibit “B”**-School Support Documentation from Application. They also oddly recognized that there was a change of school officials from Pre-Application to Application. See **Exhibit “C”**-Tab 14-Elected Officials. There was no change in the school district boundaries between Pre-Application and Application or the school

Ms. Holloway & Ms. Morgan
TDHCA
May 3, 2021
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officials. See attached **Exhibit "D"**-United ISD Boundary Map. Pursuant to an open records request, the Calle Applicant recognized their mistake and sought a support letter from United ISD ("Support Letter"). See attached **Exhibit "E"**-Support Letter. The Support Letter from United ISD clearly states that United ISD **was not made aware** of the proposed development until **after January 8, 2021**, the Pre-Application Delivery deadline. Based on the open records response, it does not appear that United ISD was properly notified by the Pre-Application Delivery Date or at any time after the mistake was recognized by the Calle Applicant. I also want to point out that several of the emails from the Calle Applicant seeking the Support Letter are dated after February 2, 2021, the date of the Support Letter (emphasis added). See attached **Exhibit "F"**-Open Records Response.

State Statute as outlined in the QAP clearly state that based on the above evidence Application No. 21230 should be terminated.

2. **Leveraging of Private, State, and Federal Resources.**

Section 11.9(e)(4) of the QAP allows an Applicant to qualify for 3-pts if, in part, the Housing Tax Credit funding request is **less than 9%** of the Total Housing Development Cost. Subparagraph (B) of this rule states that the calculation of the percentages will be based **strictly** on the figure listed in the Funding Request (emphasis added).

The Multifamily Programs Application Procedures Manual provides explicit directions that **"the rule calls for the funding request to be LESS THAN a certain percentage without rounding"**.

The Funding Request in the Application reflects 9.01% and therefore the Calle Applicant should not be eligible for the 3 points claimed. See **Exhibit "G"**-Leveraging.

Thank you for your consideration of these matters. If you require any further information or clarification, please feel free to contact us.

Sincerely,



Donna Rickenbacker

Cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks

Justin Zimmerman – jmzlandco@wilhoitproperties.com
Calle del Norte Applicant

Melissa Forster – mforster@wilhoitproperties.com
Calle del Norte Applicant

Ms. Holloway & Ms. Morgan

TDHCA

May 3, 2021

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Exhibit "A" – Notification of Pre-Application

Exhibit "B" - School Support Maps

Exhibit "C" – Elected Officials

Exhibit "D" – United ISD Boundary Map

Exhibit "E" – Support Letter

Exhibit "F" – Open Records Response

Exhibit "G" - Leveraging

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Application Number: 21230
Submitted Date: 1/7/2021 1:02PM
Submitted By: Jeff Beckler

Contact Information

Primary Contact: Jeff Beckler 1329 East Lark Street Springfield, MO 65804	Phone: 417-883-1632 Email: jbeckler@wilhoitproperties.com
Secondary Contact: Jamie McDonald	Phone: 417-883-1632 Email: jmcDonald@wilhoitproperties.com
Consultant Contact:	Phone: Email:

Development Information

Name of Proposed Entity: Calle del Norte Apartments, LP
Development Name: Calle del Norte Apartments
Development Type: New Construction
Secondary Type: None
Previous TDHCA #:
Initial Construction Year:
Units Demolished: 0
Units Reconstructed:
of Non-Contiguous Sites:
of Census Tracts: 1
Target Population: General
Development Address: 210 Calle del Norte
Laredo, TX 78041
ETJ?: N
County: Webb
Region: 11
Rural/Urban: Urban
Census Tracts: 48479001718
Total LI Units: 55
Total MR Units: 0
Total Units: 55
HTC Request: \$1,500,000.00
Pre-App Fee Due: \$550.00
Has Fee already been submitted?: Yes
Name on Check: Zimmerman Properties, LLC
Check Number: 6863
Set-Aside Election: none

Notifications

U.S. Representative: Henry Cuellar	District: 28
State Senator: Judith Zaffirini	District: 21
State Representative: Richard Pena Raymond	District: 42

School Superintendent: Sylvia Guerra Rios
School District: Laredo ISD
School District Address: 1702 Houston Street
 Laredo, TX 78040

Presiding Officer of Board of Trustees: Hector Garcia
Address: 1702 Houston Street
 Laredo, TX 78040

Identified Laredo ISD

- | | | |
|---------------------------|-----------------------------------|---------------------|
| Elected Officials: | Peter Saenz | Mayor |
| | Rudy Gonzalez | City Council Member |
| | Vidal Rodriguez | City Council Member |
| | Mercurio Martinez | City Council Member |
| | Alberto Torres Jr | Mayor Pro Tem |
| | Ruben Gutierrez | City Council Member |
| | Dr. Marte A Martinez | City Council Member |
| | Vanessa Perez | City Council Member |
| | Alyssa Cigarroa | City Council Member |
| | Tano Tijerina | County Judge |
| | Jesse Gonzalez | County Commissioner |
| | Rosaura "Wawi" Tijerina | County Commissioner |
| | John Galo | County Commissioner |
| | Cindy Liendo | County Commissioner |

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

- Unit Sizes: 6
- Unit Features: 9
- Sponsor Characteristics: 2
- High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

- Income Levels of Residents: 15
- Rent Levels of Residents: 11
- Resident Services: 11
- Opportunity Index: 7
- Underserved Area: 5
- Tenant Populations with Special Housing Needs: 3
- Proximity to Jobs: 4
- Serve and Support Texans Most in Need Total: 56

Criteria Promoting Community Support and Engagement

- Commitment of Development Funding by Local Political Subdivision: 1
- Declared Disaster Area: 10
- Community Support and Engagement Total: 11

Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility:	26
Cost of Development per Square Foot:	12
Pre-Application Participation:	6
Leveraging Private, State and Federal Resources:	3
Extended Affordability:	4
Historic Preservation:	0
Right of First Refusal:	1
Funding Request Amount:	1
Efficient Use of Limited Resources and Applicant Accountability Total:	53
Point Adjustment:	
Total Applicant Self-Score:	137

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:	
Government Support:	17 points
Quantifiable Community Participation:	4 points
Community Support from a State Representative:	8 points
Input from Community Organizations:	4 points
Concerted Revitalization Plan:	0 points

Attachments and Certifications

Site Control Documentation: [Receipted Contract w.EM jm 1-7-21.pdf](#)

Census Tract Map: [LaredoCTMap.pdf](#)
[LaredoHUDCTMap.pdf](#)
[LaredoStreetMap.pdf](#)

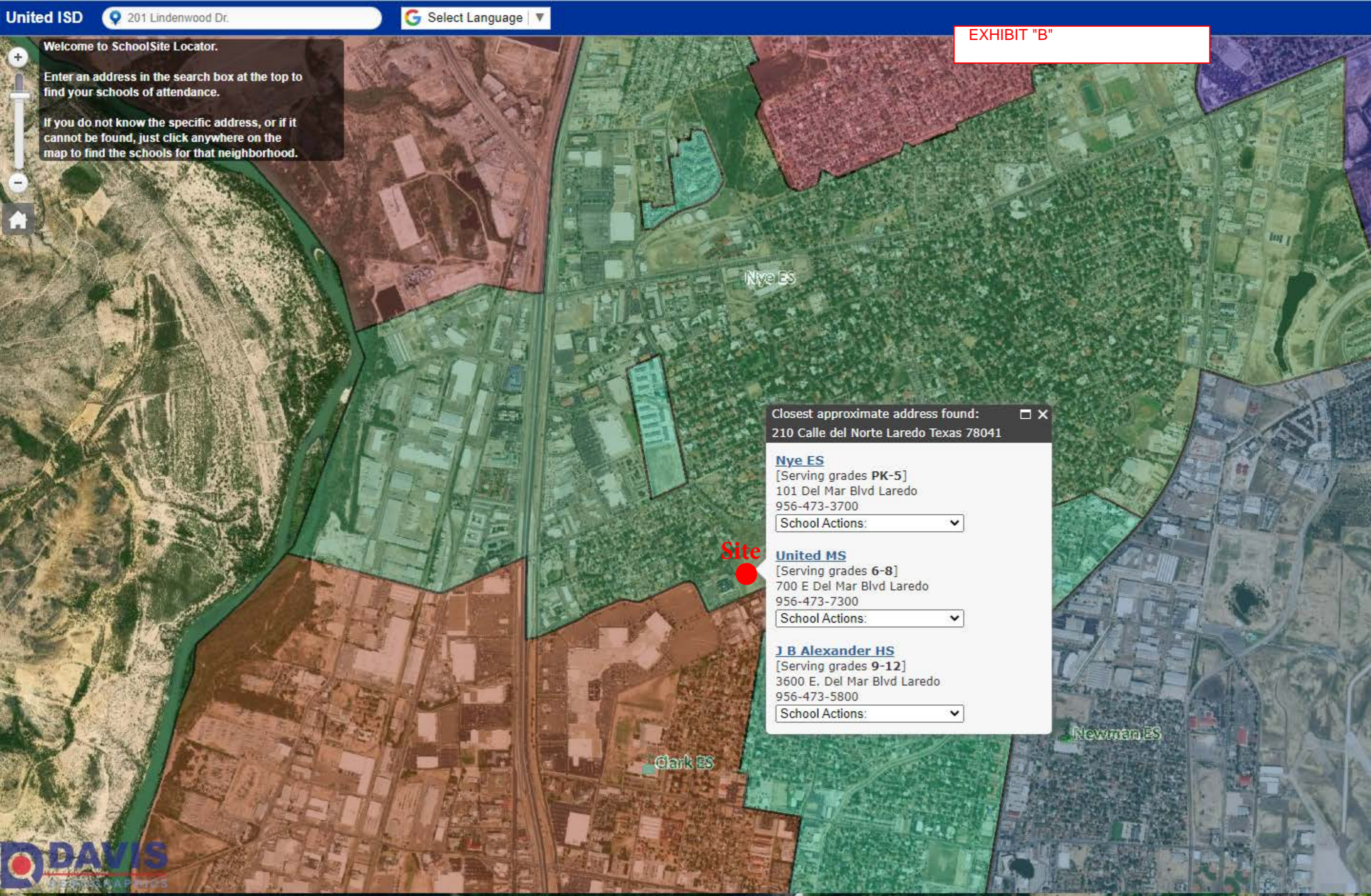
Neighborhood Risk Factors:

Other Pertinent Information:

EXHIBIT "B"



Welcome to SchoolSite Locator.
Enter an address in the search box at the top to find your schools of attendance.
If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.



Nye ES

Closest approximate address found: 210 Calle del Norte Laredo Texas 78041

Nye ES
[Serving grades PK-5]
101 Del Mar Blvd Laredo
956-473-3700
School Actions: [dropdown]

United MS
[Serving grades 6-8]
700 E Del Mar Blvd Laredo
956-473-7300
School Actions: [dropdown]

J B Alexander HS
[Serving grades 9-12]
3600 E. Del Mar Blvd Laredo
956-473-5800
School Actions: [dropdown]

Site

Clark ES

Newman ES

Texas Education Agency
2018 Accountability Ratings Overall Summary
 NYE EL (240903103) - UNITED ISD

	Component Score	Scaled Score	Rating
Overall		90	Met Standard
Student Achievement		82	Met Standard
STAAR Performance	54	82	
College, Career and Military Readiness Graduation Rate			
School Progress		87	Met Standard
Academic Growth	79	88	Met Standard
Relative Performance (Eco Dis: 71.6%)	54	87	Met Standard
Closing the Gaps	98	98	Met Standard

Distinction Designations

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

Texas Education Agency
2019 Accountability Ratings Overall Summary
 NYE EL (240903103) - UNITED ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		90	A
Student Achievement		83	B
STAAR Performance	55	83	
College, Career and Military Readiness			
Graduation Rate			
School Progress		88	B
Academic Growth	76	82	B
Relative Performance (Eco Dis: 72.6%)	55	88	B
Closing the Gaps	97	94	A

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

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

Texas Education Agency
2018 Accountability Ratings Overall Summary
 UNITED MIDDLE (240903041) - UNITED ISD

	Component Score	Scaled Score	Rating
Overall		94	Met Standard
Student Achievement		90	Met Standard
STAAR Performance	61	90	
College, Career and Military Readiness Graduation Rate			
School Progress		91	Met Standard
Academic Growth	78	88	Met Standard
Relative Performance (Eco Dis: 51.2%)	61	91	Met Standard
Closing the Gaps	100	100	Met Standard

Distinction Designations

ELA/Reading	Earned
Mathematics	Earned
Science	Earned
Social Studies	Earned
Comparative Academic Growth	Earned
Postsecondary Readiness	Earned
Comparative Closing the Gaps	Earned

Texas Education Agency
2019 Accountability Ratings Overall Summary
 UNITED MIDDLE (240903041) - UNITED ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		91	A
Student Achievement		91	A
STAAR Performance	64	91	
College, Career and Military Readiness			
Graduation Rate			
School Progress		91	A
Academic Growth	73	81	B
Relative Performance (Eco Dis: 51.0%)	64	91	A
Closing the Gaps	90	90	A

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

ELA/Reading	Earned
Mathematics	Earned
Science	Earned
Social Studies	Earned
Comparative Academic Growth	Earned
Postsecondary Readiness	Earned
Comparative Closing the Gaps	Earned

Texas Education Agency
2018 Accountability Ratings Overall Summary
 JOHN B ALEXANDER H S (240903003) - UNITED ISD

	Component Score	Scaled Score	Rating
Overall		90	Met Standard
Student Achievement		91	Met Standard
STAAR Performance	57	88	
College, Career and Military Readiness	75	94	
Graduation Rate	98.2	95	
School Progress		90	Met Standard
Academic Growth	68	78	Met Standard
Relative Performance (Eco Dis: 57.4%)	66	90	Met Standard
Closing the Gaps	91	88	Met Standard

Distinction Designations

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

Texas Education Agency
2019 Accountability Ratings Overall Summary
 JOHN B ALEXANDER H S (240903003) - UNITED ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		91	A
Student Achievement		93	A
STAAR Performance	60	90	
College, Career and Military Readiness	85	96	
Graduation Rate	98.7	95	
School Progress		92	A
Academic Growth	73	83	B
Relative Performance (Eco Dis: 56.4%)	73	92	A
Closing the Gaps	86	86	B

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

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

Elected Officials

- Elected officials **were identified in the Pre-Application**, and there have been no changes. (If box above is checked, the rest of the form may be left **BLANK**.)
- Elected officials have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.
- No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

** US Representative	District

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

State Senator	District
Support Letter	
City Mayor	

State Representative	District
Support Letter	
County Judge	

Roberto J. Santos	United ISD	rsantos@uisd.net
School Superintendent	District Name	Email
201 Lindenwood Dr	Laredo	78045
Address	City	Zip
Ramiro Veliz, III		rveliz@uisd.net
Presiding officer of Board of Trustees		Email
201 Lindenwood Dr	Laredo	78045
Address	City	Zip

	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone

Elected Officials (Continued)

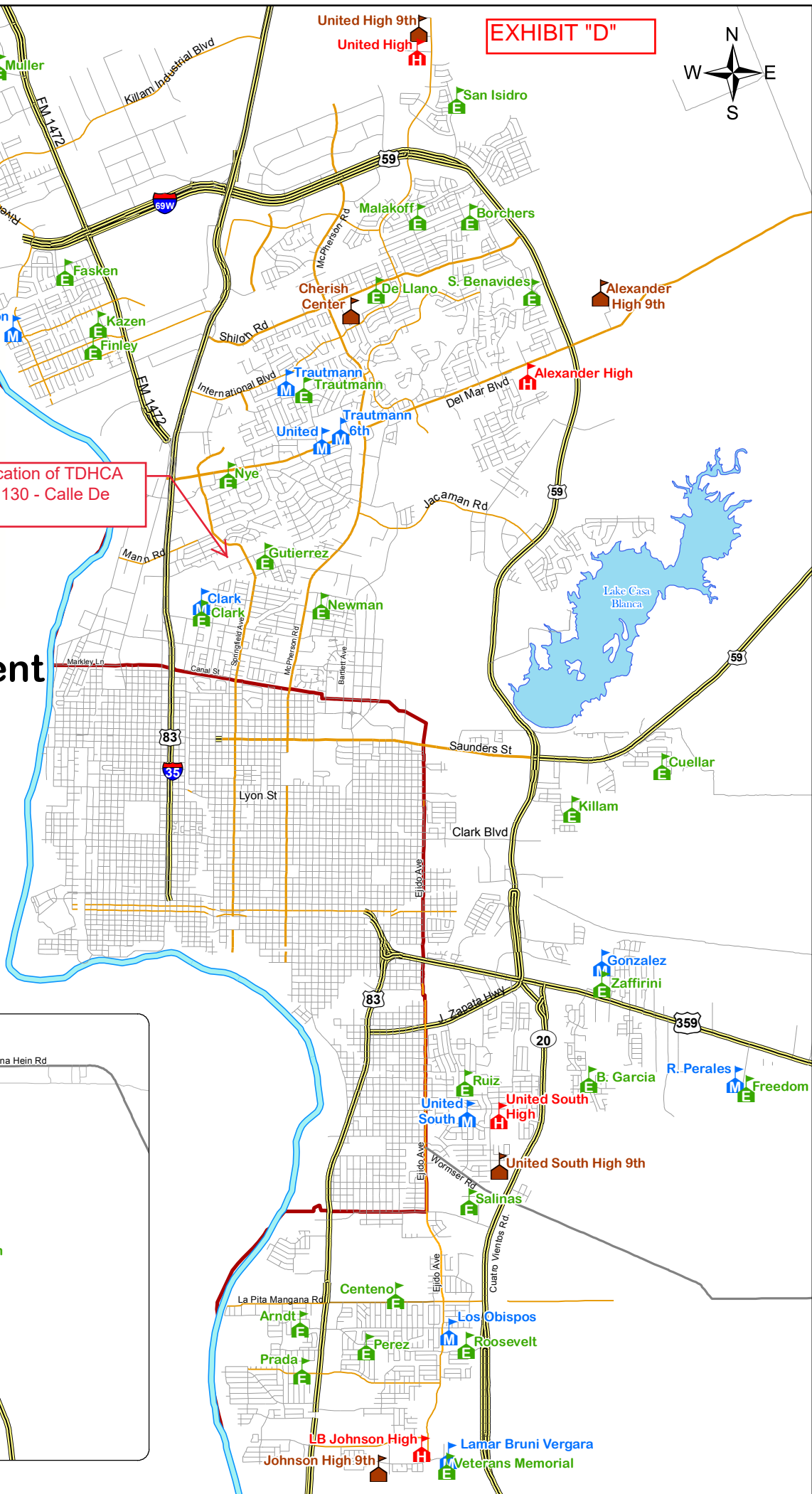
EXHIBIT "D"



Site Location of TDHCA
App. 12130 - Calle De Norte

United Independent School District 2019-2020

- Elementary Schools
- Middle Schools
- High Schools
- Other Schools
- District Boundary



UNITED INDEPENDENT SCHOOL DISTRICT



Board of Trustees

Ramiro Veliz, III
President
District 4

Javier Montemayor, Jr.
Vice-President
District 5

Ricardo "Rick" Rodriguez
Secretary
District 2

Ricardo Molina, Sr.
Parliamentarian
District 1

Aliza Flores Oliveros
Member
District 3

Juan Roberto Ramirez
Member
District 6

Francisco "Frank" Castillo
Member
District 7

February 2, 2021

Marni Holloway
Multifamily Finance Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Letter of Support for TDHCA HTC Application #21230, Calle del Norte Apartments, 210 Calle del Norte Rd, Laredo, TX 78041

Dear Ms. Holloway,

Please allow this letter to serve as my full support for the Calle del Norte Apartments application, which is proposed to be built within the United Independent School District. We have been made aware of this proposed development and I have spoken with Mr. Beckler who represents Calle del Norte Apartments, LP.

This project will positively impact parents and students by addressing the shortage of available housing inside United Independent School District. **While we were made aware of the proposed development soon after January 8, 2021,** please do not let this administrative oversight stop critical quality affordable housing from being built for United Independent School District's student and their families.

Please allow this development to continue moving forward through the application process without any penalties related to pre-application participation.

Sincerely,

Roberto J. Santos
Superintendent
United Independent School District

Roberto J. Santos
Superintendent

201 Lindenwood Dr.
Laredo, Texas 78045

Daniela Medina

From: Alexandra Garcia <alexandra.garcia@uisd.net>
Sent: Monday, April 12, 2021 3:19 PM
To: Daniela Medina
Subject: Re: Public Information Request
Attachments: Superintendent Santos Support.pdf; Support Letter United ISD - Board President.docx; rvelizSupport Letter United ISD - Board President.docx; OpenRecords4_5_2021.pdf

Good afternoon Ms. Medina,

Attached is the information you requested through open records. Please confirm receipt of this email.

Thank you,



On Thu, Apr 8, 2021 at 1:54 PM Daniela Medina <daniela@dwrdevelopment.com> wrote:

Alexandra,

Is there any update on the requested PIR that we sent out and paid for already? Please send an update

Thank You,

From: Alexandra Garcia <alexandra.garcia@uisd.net>
Sent: Thursday, April 1, 2021 10:34 AM
To: Daniela Medina <daniela@dwrdevelopment.com>
Subject: Re: Public Information Request

Received, thank you.

ALEXANDRA GARCIA

PUBLIC INFORMATION SPECIALIST
956-473-6102
ALEXANDRA.GARCIA@UISD.NET

WE ARE UNITED
INDEPENDENT SCHOOL DISTRICT

**U BELONG
EVOLVE
ACHIEVE**

On Thu, Apr 1, 2021 at 9:34 AM Daniela Medina <daniela@dwrdevelopment.com> wrote:

Alexandra,

Please see delivered FedEx receipt along with a copy of the check and the invoice.

Thank You,

From: Alexandra Garcia <alexandra.garcia@uisd.net>
Sent: Monday, March 29, 2021 4:40 PM
To: Daniela Medina <daniela@dwrdevelopment.com>
Subject: Re: Public Information Request

Good afternoon,

Attached please find an invoice regarding your request.

Thank you,

ALEXANDRA GARCIA

PUBLIC INFORMATION SPECIALIST
956-473-6102
ALEXANDRA.GARCIA@UISD.NET

WE ARE UNITED
INDEPENDENT SCHOOL DISTRICT

**U BELONG
EVOLVE
ACHIEVE**

On Fri, Mar 26, 2021 at 9:21 AM Daniela Medina <daniela@dwrdevelopment.com> wrote:

I would like to request a public information request for All written correspondence to United ISD Superintendent and Board President in connection with Calle De Norte, a proposed affordable housing development to be located at 210 Calle del Norte, Laredo, TX 78041 dating back from 10/2020-3/2021

Thank You,

Daniela Medina

DWR Development Company

6300 West Loop South, Suite 670

Bellaire, TX 77401

C: (617) 895-8651

O: (832) 940-9940 ext. 104



--

You received this message because you are subscribed to the Google Groups "orr" group.
To view this discussion on the web visit

From: Roberto Santos <rsantos@uisd.net>
Sent: Friday, March 12, 2021 7:46 AM
To: Alejandra Salinas
Subject: Fwd: Support

----- Forwarded message -----
From: Javier <lawjm@sbcglobal.net>
Date: Thu, Feb 11, 2021 at 12:09 PM
Subject: Fwd: Support
To: Roberto Santos <rsantos@uisd.net>

Sent from my iPhone

Begin forwarded message:

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Date: February 3, 2021 at 9:56:20 AM CST
To: Lawjm@sbcglobal.net
Cc: martha@marthawright.net
Subject: Support

Javier,

I know I'm a broken record, but I'm very appreciative of your time and support. I've attached a letter for your review. Please let me know if you'd like any changes. I truly am hopeful of getting this done.

Sincerely,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC

Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction

1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

--

ROBERTO J. SANTOS

SUPERINTENDENT
956-473-6219
rsantos@uisd.net

WE ARE UNITED
INDEPENDENT SCHOOL DISTRICT

**U BELONG
EVOLVE
ACHIEVE**

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Thursday, March 11, 2021 5:30 PM
To: lawjm@sbcglobal.net
Cc: rveliz@uisd.net; jm.uisd@gmail.com; martha@marthawright.net; Roberto Santos
Subject: Re: Support

Javier, just following up from this morning? Is Ramiro available to speak or sign tomorrow?

Thanks,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC
1329 E. Lark Street
Springfield, MO 65804

Phone: (417) 890-3234

Sent from my iPhone - Please excuse typos

On Mar 11, 2021, at 8:31 AM, lawjm@sbcglobal.net wrote:

Good morning Mr. Beckler. My email has been on the blink but I did speak with Martha yesterday. I assumed this had been taken care of already. My apologies. Can you please send me the draft you prepared, again?

Javier Montemayor

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Wednesday, March 10, 2021 4:34 PM
To: rveliz@uisd.net; Javier <lawjm@sbcglobal.net>; jm.uisd@gmail.com
Cc: martha@marthawright.net; Roberto Santos <rsantos@uisd.net>
Subject: FW: Support

Ramior and Javier,

I've called your cell phones as well. I hope that you remember our conversations from below, Ramiro, and Javier we had a separate conversation. I am contacting you in dire need of quick help. The support letter I've asked for your signatures on is now in ASAP status. We have an opportunity to present our case earlier to the agency than previously thought.

Gentleman, your support is paramount. To make our argument even MORE appealing, having all school board members sign the letter would be amazing.

Would that be a possibility Superintendent Santos? If not, I understand, but having Ramiro and Javier's is very important.

I am looking at a deadline of 5:00 PM on Friday. First thing Monday morning at the latest.

I can draft a letter with your names separately (attached and you can edit the name), I can insert your names on the letter Superintendent Santos signed and use that language, or I can draft a letter with every school board member's name on it and hopefully get everyone's signature.

PLEASE let me know what you all think.

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC

<image001.jpg>

Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction
1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler
Sent: Tuesday, February 23, 2021 5:46 PM
To: 'rveliz@uisd.net' <rveliz@uisd.net>
Cc: 'martha@marthawright.net' <martha@marthawright.net>
Subject: FW: Support

Good evening Mr. Veliz,

I'm just following up on below and our conversation earlier this month. I've also attached Superintendent Santos' letter he provided, should you like any of that language more. I'm hopeful for your continued support. Please reach out with any questions.

Best,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC

<image001.jpg>

Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction
1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler
Sent: Tuesday, February 2, 2021 11:40 AM
To: rveliz@uisd.net
Cc: martha@marthawright.net
Subject: Support

Good morning Mr. Veliz,

My name is Jeff Beckler and I represent the Calle del Norte Apartments. I've been working closely with Martha Wright-Martinez can't express my full thanks for you entertaining my request for your support. Let me briefly explain what Martha and I have discussed.

I am trying to provide family housing in Laredo, and it happens to fall in United ISD's district. This housing will benefit so many families in Laredo. Calle del Norte Apartments will be 55 units of workforce family housing in Laredo. It is located at 210 Calle del Norte Rd. All of our multi-family units will be 2 and 3 bedroom units. It will serve all residents who earn 60% and below of Webb County Area Median Income. I'm really excited about it because Laredo and this area hasn't received a project like this in 6 years or so. I want to provide it.

Let me give you some background of what is going on. We had an administrative mistake. A typo might cost this project it's livelihood. I need your recommendation. I would love the opportunity to tell you all about it on a Zoom call. It sounds like Martha has done a tremendous job of letting you know what's going on. She has been a trailblazer of support for this project for Laredo.

Please see the attached as DRAFT support I need to show and that Superintendent Santos has signed. I would welcome the opportunity to speak with you on Zoom and explain more of just what is going on. I apologize for the specific request, but I want to get in front of this. This is important to me and for Laredo and United, and I look forward to talking to you.

Sincerely,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC

<image001.jpg>

Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction
1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: lawjm@sbcglobal.net
Sent: Thursday, March 11, 2021 8:31 AM
To: 'Jeff Beckler'; rveliz@uisd.net; jm.uisd@gmail.com
Cc: martha@marthawright.net; 'Roberto Santos'
Subject: RE: Support

Good morning Mr. Beckler. My email has been on the blink but I did speak with Martha yesterday. I assumed this had been taken care of already. My apologies. Can you please send me the draft you prepared, again?

Javier Montemayor

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Wednesday, March 10, 2021 4:34 PM
To: rveliz@uisd.net; Javier <lawjm@sbcglobal.net>; jm.uisd@gmail.com
Cc: martha@marthawright.net; Roberto Santos <rsantos@uisd.net>
Subject: FW: Support

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PLEASE let me know what you all think.

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC



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1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

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Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC



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1329 East Lark Street * Springfield, MO 65804

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Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler
Sent: Tuesday, February 2, 2021 11:40 AM
To: rveliz@uisd.net
Cc: martha@marthawright.net
Subject: Support

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60% and below of Webb County Area Median Income. I'm really excited about it because Laredo and this area hasn't received a project like this in 6 years or so. I want to provide it.

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Sincerely,

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Zimmerman Properties, LLC



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1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Wednesday, March 10, 2021 9:16 PM
To: Roberto Santos
Cc: martha@marthawright.net
Subject: Support

Jeff Beckler has shared a OneDrive for Business file with you. To view it, click the link below.

 [Support Letter United ISD - Montemayor.docx](#)

Good evening Mr. Santos,

Thank you for taking Martha's call today. I'm sure she expressed the dire situation I find myself in. I apologize for getting this email out late, as my kids Wednesday church class made my night a little longer.

I'm trying all I can do to keep this project alive inside United's district. It starts with Javier and Ramiro's support. I've attached their draft letters of support ready for United letterhead. Martha, as always, is going to help me out chasing down their signatures tomorrow. I sincerely appreciate you putting these on the letterhead. Could you remind us what dealership Ramiro is employed at, as to speed up Martha's search?

One more question of interest. I want to show this state housing agency just how serious I/we are about not letting a simple typo effect United ISD. Would me getting every single Board member signature of support be possible on one letter? Would that require an agenda item on the next United board meeting? I'm willing to do that and speak as well. I'm purely talking about a single letter just like you and others will sign, except for everyone will sign; assuming willingness from those parties.

Again, just curious on that front. I'm so appreciative for any help. I can be in Laredo working for any of this Friday morning, I don't mind to travel down.

Please let me know of any feedback you have or require.

Best,

Jeff

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Wednesday, March 10, 2021 4:34 PM
To: rveliz@uisd.net; Javier; jm.uisd@gmail.com
Cc: martha@marthawright.net; Roberto Santos
Subject: FW: Support
Attachments: Support Letter United ISD - Board President.docx; Superintendent Santos Support.pdf

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Would that be a possibility Superintendent Santos? If not, I understand, but having Ramiro and Javier's is very important.

I am looking at a deadline of 5:00 PM on Friday. First thing Monday morning at the latest.

I can draft a letter with your names separately (attached and you can edit the name), I can insert your names on the letter Superintendent Santos signed and use that language, or I can draft a letter with every school board member's name on it and hopefully get everyone's signature.

PLEASE let me know what you all think.

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC



Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction
1329 East Lark Street * Springfield, MO 65804

Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler
Sent: Tuesday, February 23, 2021 5:46 PM
To: 'rveliz@uisd.net' <rveliz@uisd.net>
Cc: 'martha@marthawright.net' <martha@marthawright.net>
Subject: FW: Support

Good evening Mr. Veliz,

I'm just following up on below and our conversation earlier this month. I've also attached Superintendent Santos' letter he provided, should you like any of that language more. I'm hopeful for your continued support. Please reach out with any questions.

Best,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC



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Phone (417) 890-3234 | Fax (417) 883-6343

Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Jeff Beckler
Sent: Tuesday, February 2, 2021 11:40 AM
To: rveliz@uisd.net
Cc: martha@marthawright.net
Subject: Support

Good morning Mr. Veliz,

My name is Jeff Beckler and I represent the Calle del Norte Apartments. I've been working closely with Martha Wright-Martinez can't express my full thanks for you entertaining my request for your support. Let me briefly explain what Martha and I have discussed.

I am trying to provide family housing in Laredo, and it happens to fall in United ISD's district. This housing will benefit so many families in Laredo. Calle del Norte Apartments will be 55 units of workforce family housing in Laredo. It is located at 210 Calle del Norte Rd. All of our multi-family units will be 2 and 3 bedroom units. It will serve all residents who earn 60% and below of Webb County Area Median Income. I'm really excited about it because Laredo and this area hasn't received a project like this in 6 years or so. I want to provide it.

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Please see the attached as DRAFT support I need to show and that Superintendent Santos has signed. I would welcome the opportunity to speak with you on Zoom and explain more of just what is going on. I apologize for the specific request, but I want to get in front of this. This is important to me and for Laredo and United, and I look forward to talking to you.

Sincerely,

Jeff

Jeff Beckler | Assistant VP of Development

Zimmerman Properties, LLC



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Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Javier <lawjm@sbcglobal.net>
Sent: Thursday, February 11, 2021 12:10 PM
To: Roberto Santos
Subject: Fwd: Support
Attachments: image001.jpg; ATT00002.bin; Support Letter United ISD - Montemayor.docx; ATT00004.bin

Sent from my iPhone

Begin forwarded message:

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Date: February 3, 2021 at 9:56:20 AM CST
To: Lawjm@sbcglobal.net
Cc: martha@marthawright.net
Subject: Support

Javier,

I know I'm a broken record, but I'm very appreciative of your time and support. I've attached a letter for your review. Please let me know if you'd like any changes. I truly am hopeful of getting this done.

Sincerely,

Jeff

Jeff Beckler | Assistant VP of Development
Zimmerman Properties, LLC

From: Maria Salinas <axsalina@uisd.net>
Sent: Tuesday, February 2, 2021 11:22 AM
To: jbeckler@wilhoitproperties.com; martha@marthawright.net
Cc: Roberto Santos
Subject: Letter of Support

Good Morning,

Please see attached letter of support from UISD Superintendent, Mr. Roberto J. Santos.

If you have any questions or need additional information, please feel free to call our office.

Thank you,

--

ALEJANDRA SALINAS

SECRETARY TO SUPERINTENDENT

956-473-6219

AXSALINA@UISD.NET

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From: Roberto Santos <rsantos@uisd.net>
Sent: Tuesday, February 2, 2021 11:11 AM
To: Alejandra Salinas
Subject: Fwd: United ISD Support

----- Forwarded message -----

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Date: Mon, Feb 1, 2021 at 8:33 PM
Subject: United ISD Support
To: rsantos@uisd.net <rsantos@uisd.net>
Cc: martha@marthawright.net <martha@marthawright.net>

Superintendent Santos,

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ROBERTO J. SANTOS

SUPERINTENDENT
956-473-6219
rsantos@uisd.net

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From: Roberto Santos <rsantos@uisd.net>
Sent: Tuesday, February 2, 2021 11:09 AM
To: Alejandra Salinas
Subject: Fwd: United ISD Support

----- Forwarded message -----

From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Date: Tue, Feb 2, 2021 at 8:56 AM
Subject: RE: United ISD Support
To: Roberto Santos <rsantos@uisd.net>
Cc: martha@marthawright.net <martha@marthawright.net>

Thank you, Mr. Santos. I will follow up this email with a Zoom invite.

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Email: jbeckler@wilhoitproperties.com Website <http://www.wilhoitproperties.com>

From: Roberto Santos <rsantos@uisd.net>
Sent: Tuesday, February 2, 2021 8:54 AM
To: Jeff Beckler <jbeckler@wilhoitproperties.com>
Cc: martha@marthawright.net
Subject: Re: United ISD Support

I can meet today at eleven. Let me know.

On Mon, Feb 1, 2021 at 8:33 PM Jeff Beckler <jbeckler@wilhoitproperties.com> wrote:

Superintendent Santos,

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ROBERTO J. SANTOS
 SUPERINTENDENT
 956-473-6219
 rsantos@uisd.net

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This is a staff email account managed by United Independent School District. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

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ROBERTO J. SANTOS
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 956-473-6219
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WE ARE UNITED U BELONG EVOLVE ACHIEVE

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Sent: Tuesday, February 2, 2021 8:56 AM
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Cc: martha@marthawright.net
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rsantos@uisd.net

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Sent: Tuesday, February 2, 2021 8:54 AM
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Cc: martha@marthawright.net
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From: Jeff Beckler <jbeckler@wilhoitproperties.com>
Sent: Monday, February 1, 2021 8:33 PM
To: rsantos@uisd.net
Cc: martha@marthawright.net
Subject: United ISD Support
Attachments: Support Letter United ISD.docx

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Finance Scoring (for Competitive HTC Applications ONLY)

Self Score Total: 137

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

Name of the Local Political Subdivision providing the funding:

City of Laredo

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal \$500 or more if Urban and \$250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

Total Points Claimed: 1

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

- Eligible Pro-Forma and letter from Third Party permanent lender stating the Development is financially feasible. 0
- Eligible Pro-Forma and letter from Third Party permanent lender stating Development **and** Principals are acceptable. 26
- Development is Supportive Housing (must meet §11.1(d)(122)(E)(i)) with eligible Pro-Forma and letter from Third Party construction lender stating Development **and** Principals are acceptable. 0
- Department is only permanent lender **and** the evaluation from a Request for Preliminary Determination submitted under §11.8(d) is included behind this Tab. 0

Total Points Claimed: 26

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

Percent of Units restricted to serve households at or below 30% of AMGI 11%

HTC funding request as a percent of Total Housing Development Cost 9.01%

Eligibility for points:

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
- Housing Tax Credit Request 0
- Housing Tax Credit Request 2
- Housing Tax Credit Request 1

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

Total Points Claimed: 3

If a revised form is submitted during the application review process, indicate the date of submission at the bottom of the form.

❖ **Tab 32 – Financial Capacity, Owner Equity and Loan-to-Cost Requirements (Direct Loan Applications only)**

This tab is applicable for the Department’s Direct Loan Applications if: (1) the Direct Loan request is more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA-515 program, or (2) the Direct Loan is the only source of Department funding (no HTCs are being requested) for the Development. Place the documentation described in the tab behind the tab.

❖ **Tab 33 – Matching Funds (Direct Loan Applications only)**

This form is applicable for Multifamily Direct Loan Applications, only. Detail the type of Match, amount, and source in the appropriate columns. See the Match Guidance section of the tab page as well as 10 TAC §13.2(9) and the NOFA for information and requirements about Match. Match in the amount required by the applicable NOFA, must be documented.

❖ **Tab 34 – Finance Scoring (Competitive HTC Applications only)**

This form is divided into 3 parts and is only applicable to Competitive HTC Applications.

- **Part 1 – Commitment of Development Funding by Local Political Subdivision (LPS) (10 TAC §11.9(d)(2))** To request the point, enter the name of the Local Political Subdivision providing the funding in the highlighted box at the top of this part. Indicate in the following three check boxes that the letter meets each of these criteria. **The letter must indicate the dollar value of the contribution and the dollar value of the contribution must be reflected in the Application.** A resolution from governing body can take the place of a letter. If the contribution reduces costs, it must be noted on the Development Cost Schedule. If the contribution is in the form of a loan, grant or similar instrument, it must be included with the development sources and uses. Contributions must equal \$500 or more if the Application is Urban and \$250 if the Application is Rural or USDA. The letter committing the funding and naming the same Local Political Subdivision named in the top box of this scoring item must be present in the “Tab 35. Supporting Docs.” The total points claimed will auto-populate the score box only if the boxes above it have entries.
- **Part 2 – Financial Feasibility (10 TAC §11.9(e)(1))** Make only one selection from the options listed on the form in this section. The Total Points Claimed will auto-populate based on your selection. As support for these points, **submit both a 15-year pro forma itemizing all projected income and expenses, signed by the permanent or construction lender AND a lender letter indicating financial feasibility and/or acceptable Principals. A template exists for an acceptable letter but an alternative letter may be used, as long as it contains the same information as the template.**
- **Part 3 – Leveraging of Private, State, and Federal Resources (10 TAC §11.9(e)(4))**
 - At least 5% of the total Units must be restricted to 30% AMGI. The form will calculate the percentage based on the information reflected in the *Rent Schedule*.
 - If the Development leverages CDBG Disaster Recovery, HOPE VI, RAD, or Choice Neighborhoods funding, mark the appropriate box.
 - The form will calculate Housing Tax Credit funding request as a percent of Total Housing Development Cost based on information reflected in the *Development Narrative* and the *Development Cost Schedule*. **Note that the rule calls for the funding request to be LESS THAN a certain percentage without rounding.**
 - No more than 50% of the developer fee can be deferred to be eligible. **NOTE: This form does not perform this calculation.**
 - No supporting documentation is necessary unless claiming points based on a commitment of CDBG-DR, HOPE VI, RAD or Choice Neighborhood Funding.

If a revised form is submitted during the application review process, indicate the date of submission at the bottom of the form.

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21243

Metro Lofts

LEGACY MULTIFAMILY DEVELOPMENT, LLC

April 30, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

Re: Oaklawn Place
5717-5725 Sadler Circle
Dallas, Texas 75235
TDHCA Application #:21136

Metro Lofts
2133-2137 & 2221 Empire Central Dr.
Dallas, Texas 75235
TDHCA Application #:21243

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Applications. Both of these applications are in the same census tract; although, I did not see that this was clearly identified in the Application Logs and Deconcentration Factors previously published by TDHCA (see following pages).

Under §11.3(g), One Award per Census Tract Limitation, *“the lower scoring Application(s), including consideration of tie breakers, will be considered ineligible and will not be reviewed unless the higher scoring Application is terminated or withdrawn.”* This does not seem to indicate the same Target Population is considered and it should not be a factor. Although this may have been previously identified in TDHCA’s review of the applications, I did not see this identified in the worksheet. Under this section of the QAP, it would seem that Application #21136 would be the winner in a tie-breaker situation, based on the distance to the next closest tax credit development in the past fifteen years considering the same Target Population (see following pages).

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review this item and consider this factor in the two tax credit applications reviewed and awarded. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,



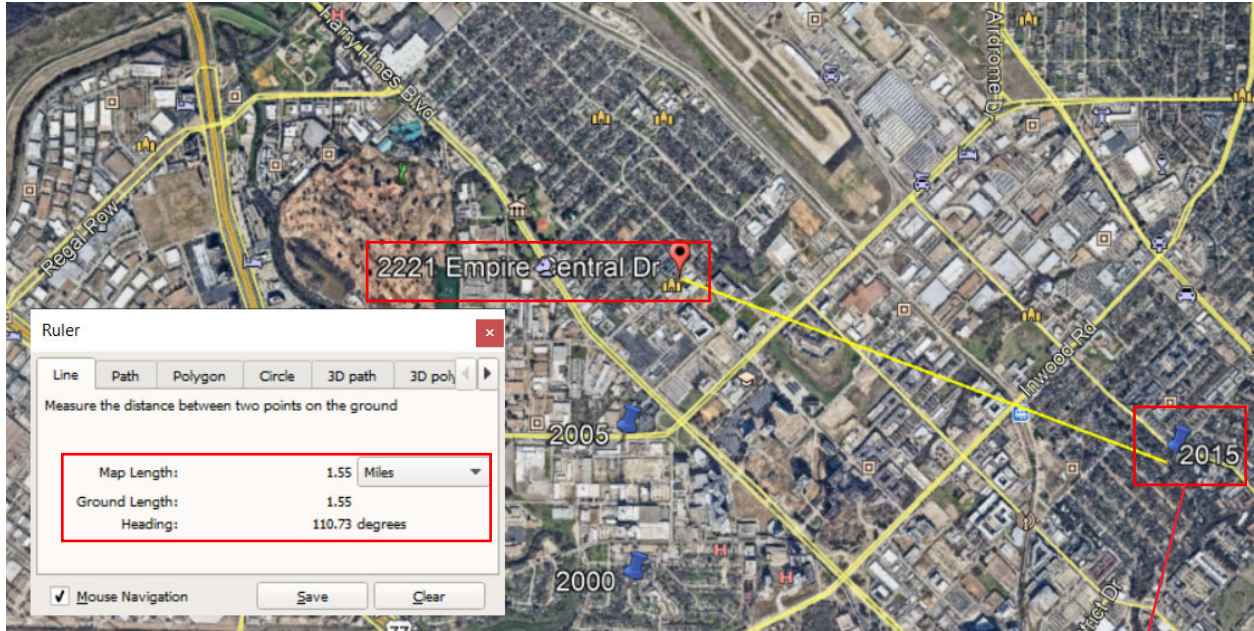
Jack Traeger
Managing Member, Legacy Multifamily Development, LLC

	A	B	C	D	E	F
1	Deconcentration Factors					
2						
3						
4	21292		2 mi same year (21038)			
5	21081		2 mi same yr (21310)			
6	21087		2 mi same yr (21044, 21127, 21181)			
7	21202		2 mi same yr (21243, 21136)			
8	21004		2 mi same yr (21209, 21124)			
9	21148		2 mi same yr (21010)			
10	21058		2 mi same yr (21195)			
11	21007		2 mi same yr (21285, 21263)			
12	21015		2 mi same yr (21109, 21125)			
13	21053		2 mi same yr (21182, 21125)			
14	21061		2 mi same yr (21242, 21285, 21263, 21077)			
15	21078		2 mi same yr (21007, 21285, 21263)			
16			1 award/census tract (21007)			
17	21109		2 mi same yr (21015, 21125)			
18	21136		2 mi same yr (21202, 21203, 21243)			
19			1 award/census tract (21243, 21203)			
20	21181		2 mi same yr (21044, 21087, 21127)			
21	21243		2 mi same yr (21203, 21202)			
22			1 award/census tract (21203)			
23	21286		2 mi same yr (21215, 21211)			
24						
25						
26						
27						
28						

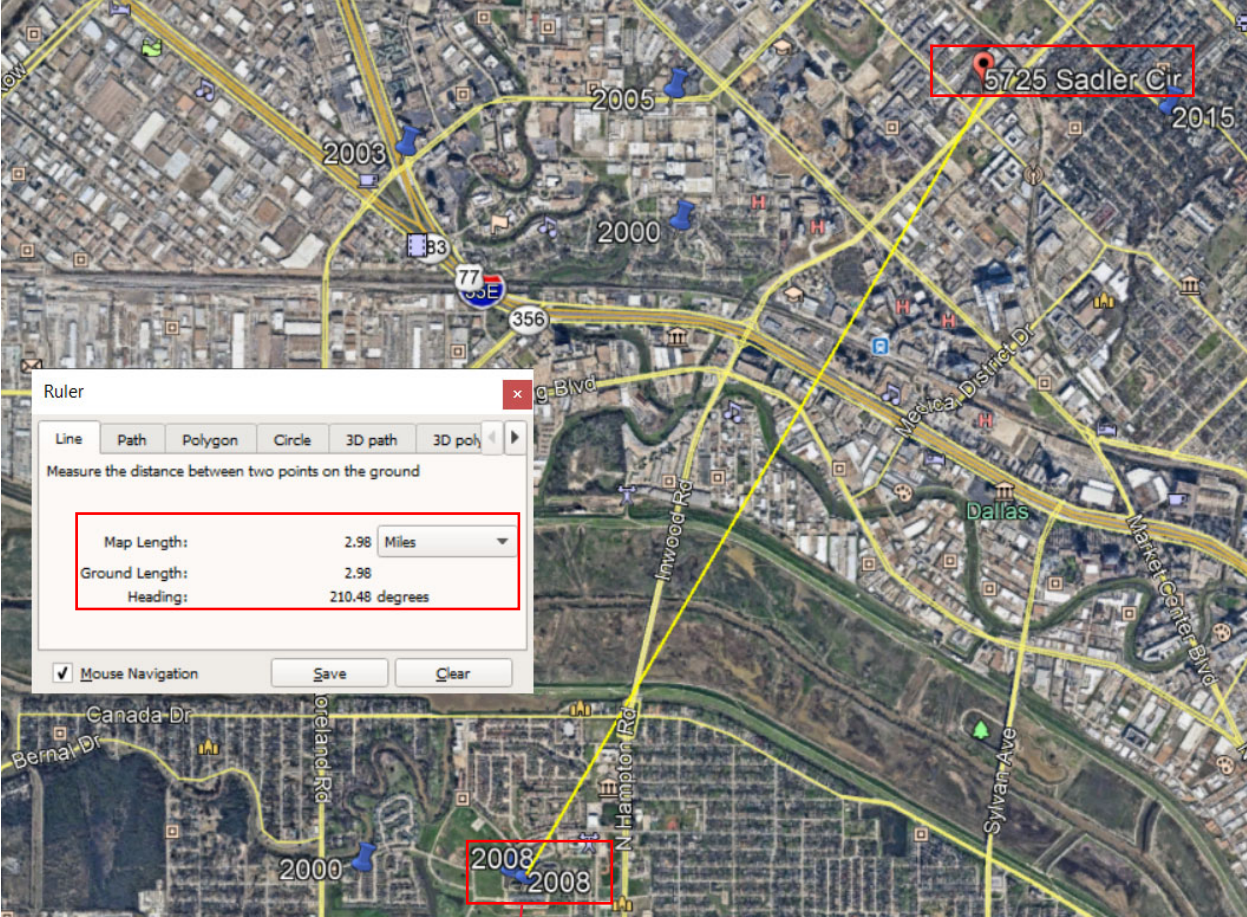
Same Census Tract

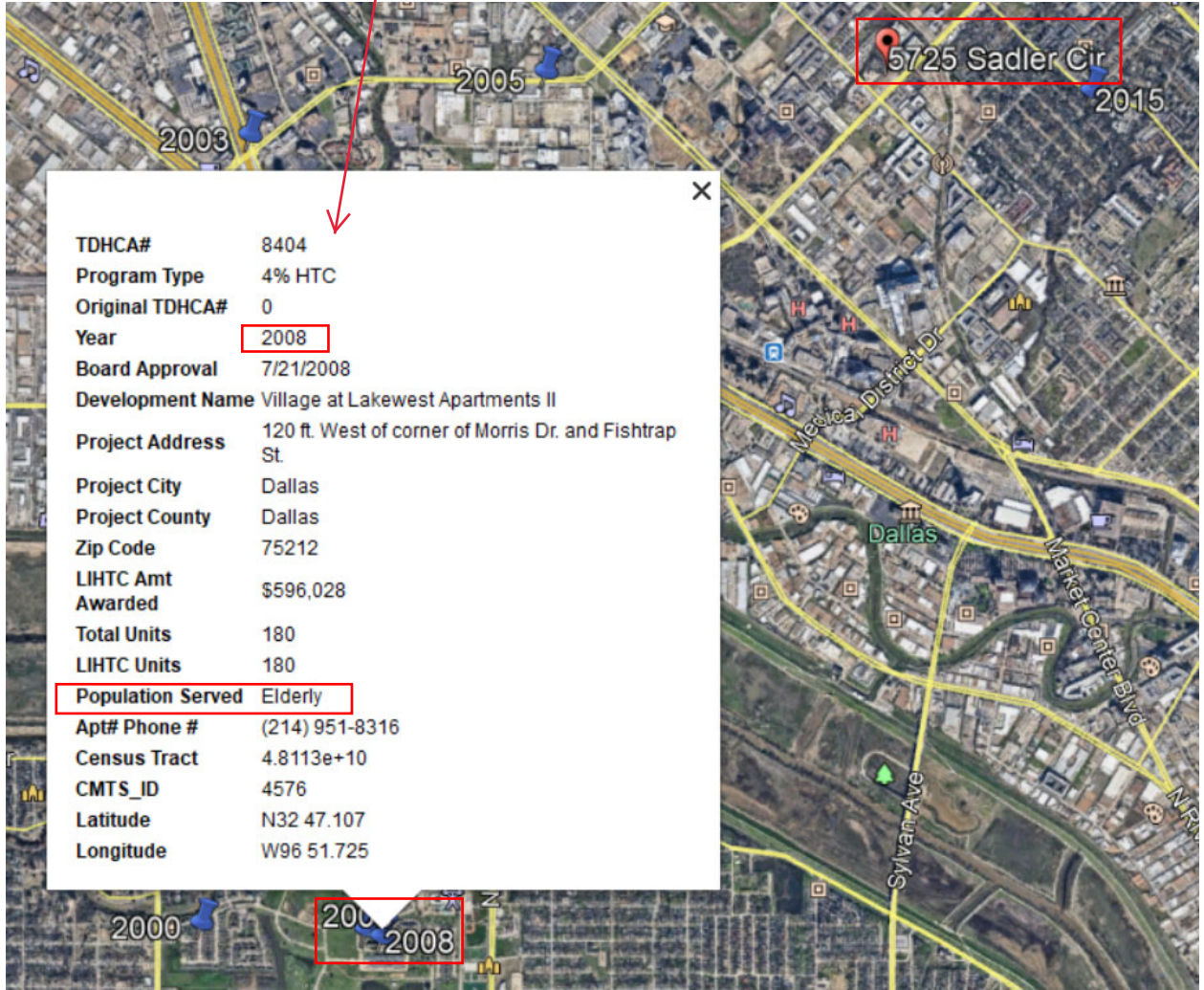
57	Region 3/Urban																											
58	21144	Mariposa Apartment Hoi	Near the NWC of W Plano	75093	Collin	3	Urban	NC	108	72	180	Elderly	\$1,500,000	Zachary Krochtengel	48083031649	####	17	4	-8	0	4	0	156					
59	21145	Mariposa Apartment Hoi	4.5 Acres Near the N Plano	75024	Collin	3	Urban	NC	108	72	180	Elderly	\$1,500,000	Stuart Shaw	48085031656	####	17	4	0	8	4	0	172					
60	21208	Parmore Jupiter Road	SWQ of E Parker Rd Plano	75074	Collin	3	Urban	NC	80	20	100	Elderly	\$1,411,815	Payton Mayes	48085030112	####	17	4	0	8	4	0	171					
61	21202	Residences at Butler	2411 Butler St & 24 Dallas	75235	Dallas	3	Urban	NC	82	20	102	General	\$0	Gary Lacey	48113000401	####							Withdrawn					
62	21136	Oaklawn Place	5717-5725 Sadler C Dallas	75235	Dallas	3	Urban	X NC	84	0	84	Elderly	\$1,448,770	Victor Smeltz	48113000406	####	17	4	8	0	4	7	171					
63	21243	Metro Lofts	2133-2137 & 2221 Dallas	75235	Dallas	3	Urban	NC	75	14	89	General	\$1,500,000	Matthew Rieger	48113000405	####	17	4	0	8	4	0	171					
64	21081	Kiva East	SWQ East Side Ave t Dallas	75226	Dallas	3	Urban	NC	71	16	87	General	\$1,500,000	Lisa Stephens	48113001502	####	17	4	0	8	4	7	172					
65	21139	Cypress Creek Apartment	11520 North Centra Dallas	75243	Dallas	3	Urban	NC	103	86	189	General	\$1,500,000	Zachary Krochtengel	48113007805	####	17	4	-8	0	4	0	155					
66	21004	Skyline at Cedar Crest	2720 East Kiest Blvd Dallas	75216	Dallas	3	Urban	X NC	85	22	107	General	\$1,500,000	Eleanor M.C. Fannin	48113008603	####	17	4	8	0	4	7	171					
67	21149	Residences at Alpha	5353 Alpha Road Dallas	75240	Dallas	3	Urban	NC	80	20	100	Elderly	\$1,500,000	Gary Lacey	48113013626	####	17	4	8	0	4	0	172					
68	21181	The Heights at MacArthur	400 S. MacArthur Bl Irving	75060	Dallas	3	Urban	NC	76	0	76	General	\$1,500,000	Adrian Iglesias	48113014901	####	17	4	8	0	4	7	171					
69	21087	The Versia	NWC Grove St and S Irving	75060	Dallas	3	Urban	NC	78	0	78	Elderly	\$1,500,000	Sally Gaskin	48113015306	####	17	4	8	0	4	0	172					
70	21093	Parkside on Carrier	1217 S. Carrier Pari Grand Prairie	75051	Dallas	3	Urban	NC	38	0	38	Elderly	\$782,000	Brian Kimes	48113016201	####	17	4	8	0	4	0	171					
71	21015	Embree Eastside	1010 State Hwy 66 Garland	75040	Dallas	3	Urban	NC	80	27	107	General	\$1,500,000	Thomas E. Huth	48113018203	####	17	4	0	8	4	0	171					
72	21109	The Residence at Sycamore	701 Dairy Rd Garland	75040	Dallas	3	Urban	NC	60	0	60	Elderly	\$1,158,455	Matt Gillam	48113018204	####	17	4	0	8	4	0	171					
73	21053	Reserve at Shiloh	1102 N Shiloh Road Garland	75042	Dallas	3	Urban	NC	74	32	106	General	\$1,260,000	Brian McGeady	48113018900	####	17	4	0	8	4	7	171					
74	21291	The Legacy in Denton	4298 E McKinney St Denton	75208	Denton	3	Urban	NC	189	43	232	General	\$1,500,000	Melissa Fisher	48121021405	####	17	4	8	0	4	0	166					
75	21007	Retta Street Lofts	2904 East Belknap St Fort Worth	76111	Tarrant	3	Urban	X NC	63	7	70	Elderly	\$1,095,000	Eleanor M.C. Fannin	48439101202	####	17	4	8	0	4	7	171					
76	21078	Clifton Riverside	2400 Block of E Bell Fort Worth	76111	Tarrant	3	Urban	NC	79	15	94	General	\$1,500,000	Matt Gillam	48439101202	####	17	4	0	0	4	7	163					
77	21263	Crossroads Apartments	Approx. 1105 E. Lan Fort Worth	76102	Tarrant	3	Urban	X NC	61	7	68	SH	\$928,630	Don Shisler	48439101700	####	17	4	8	0	4	7	170					
78	21286	Blue Sky at Hawks Creek	6660 Hawks Creek / Westworth Village	76114	Tarrant	3	Urban	NC	102	18	120	Elderly	\$1,500,000	Scott Macdonald	48439110600	####	17	4	0	8	4	0	171					
79	21215	Torrington Silver Creek	NWQ Silver Creek a White Settlement	76108	Tarrant	3	Urban	NC	85	11	96	General	\$1,500,000	Payton Mayes	48439110701	####	17	4	0	8	4	7	170					
80	21061	Magnolia Lofts	300 E Magnolia Ave Fort Worth	76104	Tarrant	3	Urban	NC	60	7	67	General	\$1,500,000	Jason Arechiga	48439123500	####	17	4	0	8	4	7	171					
81	Estimated Amount Available		\$16,859,464	Elderly Max		\$6,947,785											Total HTCs Requested	\$29,084,670										

21243 - Metro Lofts distance to closest HTC
Same Target Population



21136 - Oaklawn Place distance to closest HTC
Same Target Population





5725 Sadler Cir

TDHCA#	8404
Program Type	4% HTC
Original TDHCA#	0
Year	2008
Board Approval	7/21/2008
Development Name	Village at Lakewest Apartments II
Project Address	120 ft. West of corner of Morris Dr. and Fishtrap St.
Project City	Dallas
Project County	Dallas
Zip Code	75212
LIHTC Amt Awarded	\$596,028
Total Units	180
LIHTC Units	180
Population Served	Elderly
Apt# Phone #	(214) 951-8316
Census Tract	4.8113e+10
CMTS_ID	4576
Latitude	N32 47.107
Longitude	W96 51.725

2008

21243

Metro Lofts

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 21243 Metro Lofts

Dear Ms. Morgan:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21243 Metro Lofts. This RFAD concerns points selected under Opportunity Index and Pre-Application Participation.

11.9(c)(4) Opportunity Index.

This section of the QAP specifies how an Application may be eligible for up to 7 points if it is located within a census tract of a certain income and poverty and within the applicable distance of certain amenities. In order to qualify under this scoring item, the Development Site must be eligible for points under one of the options in subparagraph A and then may qualify for additional points under subparagraph B. Subparagraph A states the following:

(A) A proposed Development is eligible for up to two (2) opportunity index points if it is located entirely within a census tract with a poverty rate of less than the greater of 20% or the median poverty rate for the region and meets the requirements in (i) or (ii) of this subparagraph.

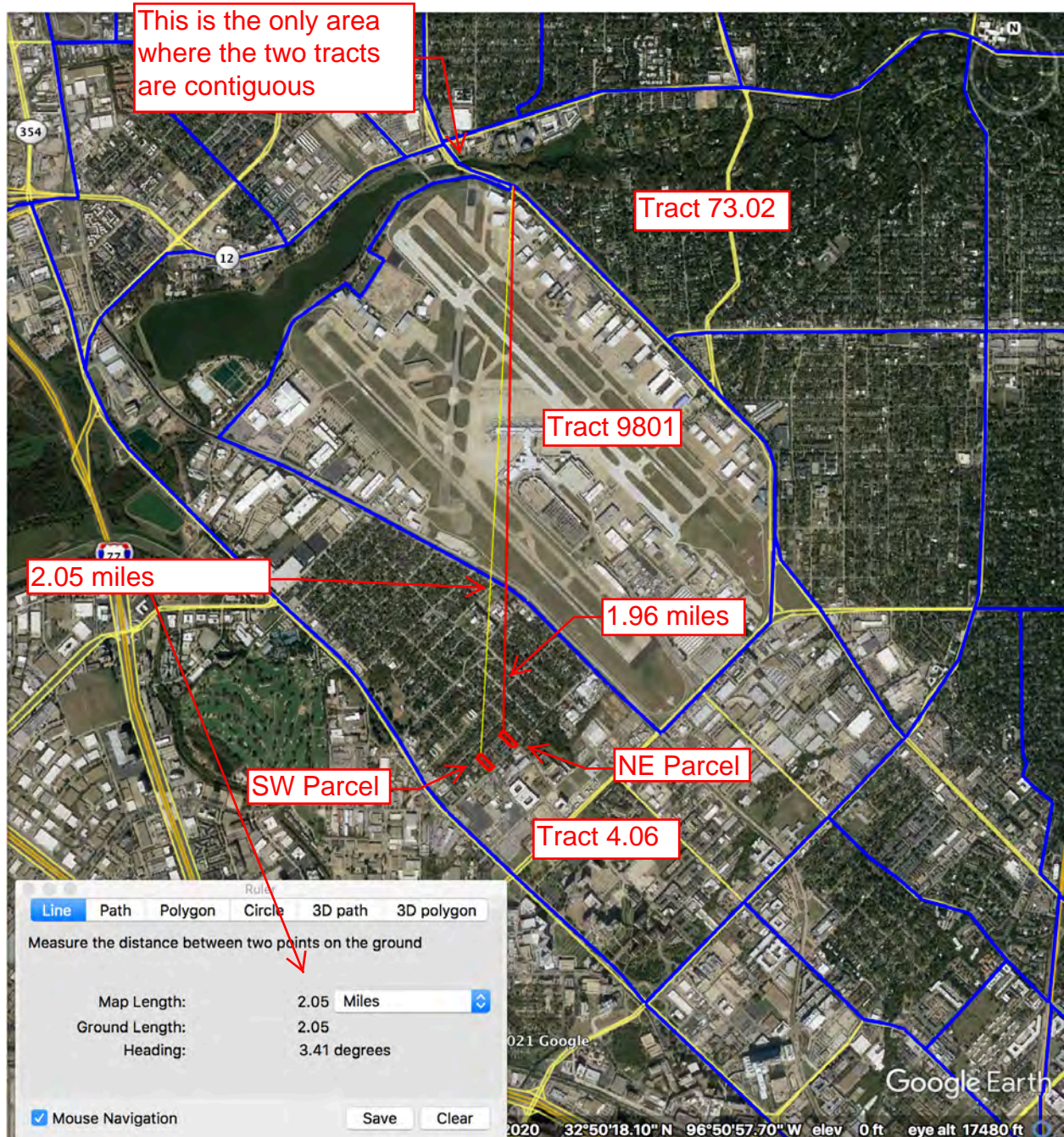
(i) The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and a median household income rate in the two highest quartiles within the uniform service region. (2 points)

(ii) The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, with a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. For purposes of this scoring item, a highway is a limited-access road with a speed limit of 50 miles per hour or more; and, (1 point)

This Application has selected points for Opportunity Index and states that it qualifies under 11.9(c)(4)(A)(ii), which if for a development in a third quartile census tract that is contiguous to a first or second quartile census tract where “the Development Site is no more than 2 miles from the boundary between the census tracts.” The QAP states that the 2-mile measurement is from the “boundary between the two tracts” and not from “the tract.”

This Application is for a scattered site development with two district and separate parcels that are located within census tract 48113000406 (4.06), which is a third quartile census tract. The Applicant states that there is contiguous first quartile census tract 48113007302 (73.02) that makes the Application eligible for this scoring item. As documentation for this scoring item, the Applicant has provided a map showing that the first quartile census tract is 1.7 miles from the furthest SW development parcel—but didn’t actually show all the census tract boundaries on that map. The problem is that the Applicant has measured this distance over the airport tract 9801, which does not follow the requirement in the QAP. The QAP specifically states that the Development Site is to be no more than 2-miles from the boundary between the census tracts. As submitted, the Applicant measured to the boundary between census tract 9801 and 73.02, neither of which contain the Development Site.

When following the QAP requirement and measuring to the contiguous boundary between the third quartile census tract containing the Development Site (4.06) and the first quartile census tract (73.02) the closest point of contiguity is north of the airport. The map below shows the census tract boundaries in blue. When measuring directly to the closest boundary between the two tracts, the NE parcel is 1.96 miles away (red line), but the SW parcel is 2.05 miles away (yellow line). If the measurement is taken as a path that does not include the airport tract, then both parcels are over 2 miles away from the boundary. In fact, the Applicant's own submission shows that the most direct walking route around the airport is 3.4 miles between the closest NE parcel and the census tract boundary. To be eligible under 11.9(c)(4)(A)(ii), the Development Site must be no more than 2 miles from the boundary between the census tracts.



In the Development Narrative, the Applicant did not indicate that they obtained a Staff Determination for how this scattered site would be reviewed with regard to the Opportunity Index. The SW parcel is more than 2 miles away from the boundary between the census tracts and as a stand-alone development, it would not be eligible for the Opportunity Index. The SW parcel is larger in acreage and has 53 units while the NE parcel has 36 units, so the majority of land, units, and NRA is located on the parcel that does not qualify for the Opportunity Index using a direct measurement. Both parcels do not qualify when measuring around a third unrelated census tract.

Allowing a scenario where an Applicant can qualify as a high opportunity and high cost development when the larger parcel of the development does not qualify is illogical. The Opportunity Index scoring item is mutually exclusive with the Concerted Revitalization Plan scoring item. Under Concerted Revitalization Plan, the Development Site must be located in an area that has a CRP. If a scattered site development had one parcel within the CRP area and one parcel outside of the CRP area, the Application would not qualify for CRP points. Like the CRP scoring item, the same Opportunity Index criteria must apply to all parcels in a scattered site. This Application is not eligible for points under Opportunity Index.

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a pre-application meeting the requirements of this section. Specifically, the QAP requires the following:

(E) The Application final score (inclusive of only scoring items reflected on the self-score form) does not vary by more than four (4) points from what was reflected in the pre-application self-score

[...]

(H) The pre-application met all applicable requirements.

Should this Application lose all points for Opportunity Index, it will cause the Application final score to vary more than 4 points from what was reflected in the Pre-Application.

Subparagraph H requires that the pre-application met all applicable requirements. Section 11.8 Pre-Application Requirements outlines the requirements. New in the 2021 QAP, 11.8(b)(2)(B) concerning notification recipients states that ***Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.*** While some Applicants uploaded excel files with mailing addresses to the Pre-Application, there is no evidence that this Applicant provided accurate mailing addresses in the Pre-Application. If the Applicant did not provide mailing addresses, the Pre-Application did not meet all applicable requirements.

While the Applicant selected 6 points for Pre-Application Participation, this Application will not be eligible if the final score varies more than 4 points or the Pre-Application did not meet all applicable requirements.

Thank you for your attention.

Sincerely,

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

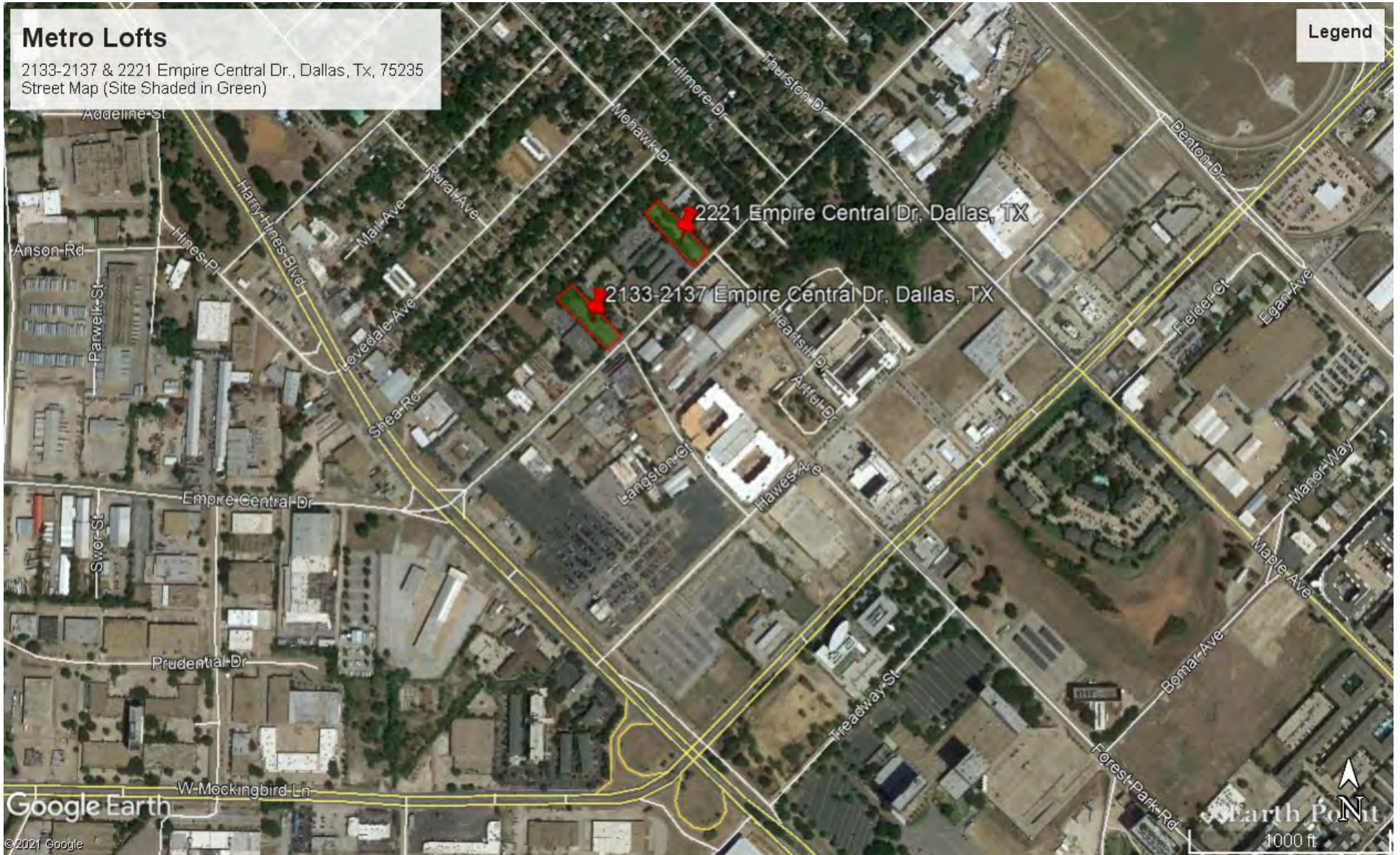
Alyssa Carpenter

Full Application
Street Map

Metro Lofts

2133-2137 & 2221 Empire Central Dr., Dallas, Tx, 75235
Street Map (Site Shaded in Green)

Legend



Google Earth

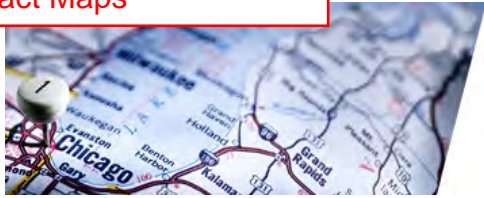
© 2021 Google

Earth Point

1000 ft



Full Application Census Tract Maps



2020 and 2021 Small DDAs and QCTs

48113000406

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend: Tract Outline

LIHTC Project

2021 Qualified Census Tracts

SADDA Legend: FMR Boundary

ZCTA Boundary

2021 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

Map Options

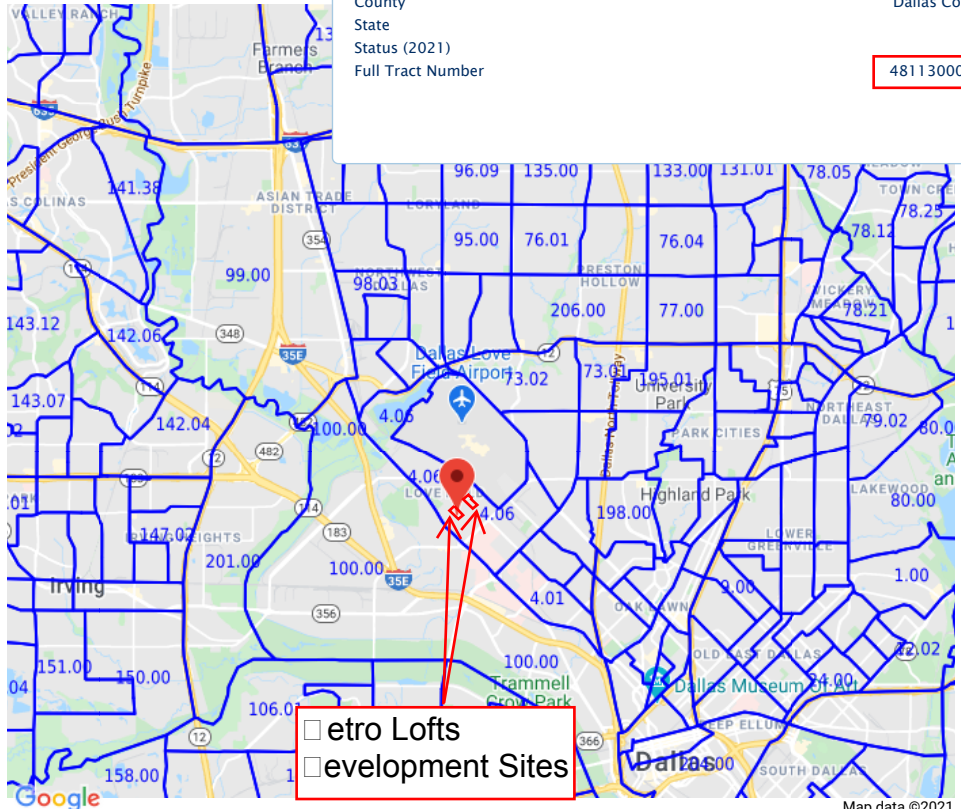
12 Current Zoom Level

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

Click here for full screen map

Select Year

- 2021
2020



QCT for 2021
Tract: 4.06
County: Dallas County
State: TX
Status (2021)
Full Tract Number: 48113000406

- etro Lofts
evelopment Sites

Map data ©2021

1.5K

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- Aging Research and Resources
Public Health Research and Resources
Regulatory Barriers Clearinghouse

Resources

- Disaster Recovery PD&R Toolkit

Research

- Case Studies
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Periodicals
Regulatory Barriers Clearinghouse
Reports
The Edge

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- Contact Us



2020 and 2021 Small DDAs and QCTs

48113000406

Go

Select a State

Select a County

Go

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

QCT Legend:

Tract Outline



LIHTC Project



2021 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary

2021 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

Map Options

15 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

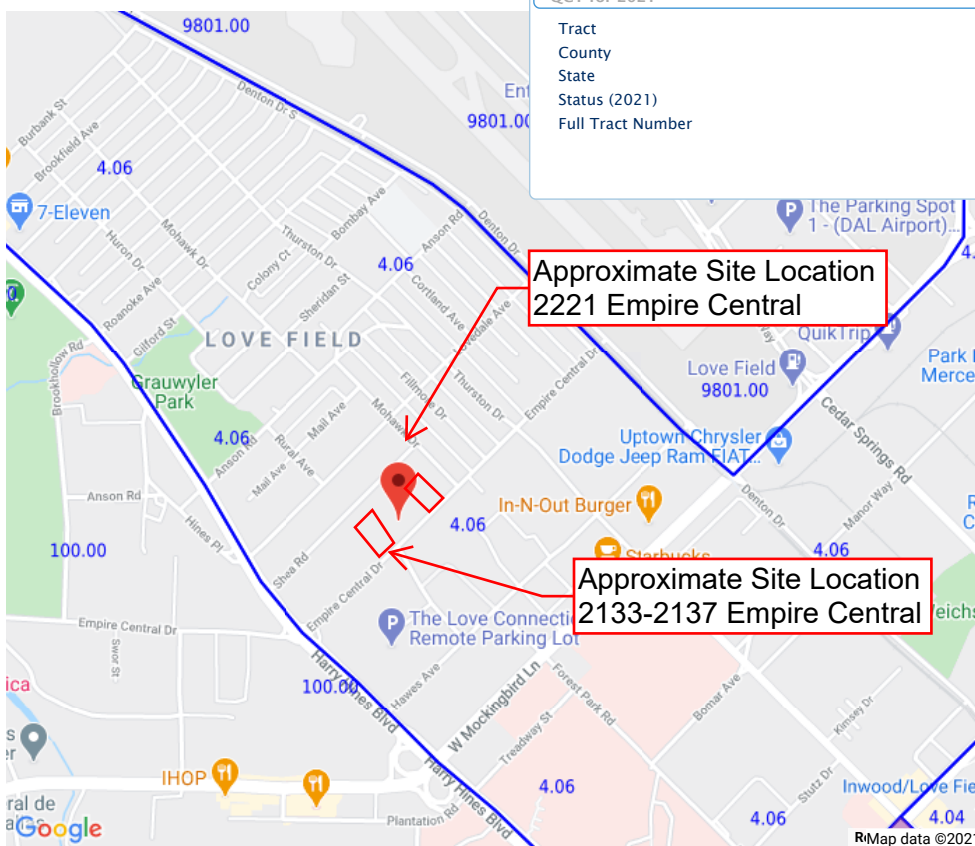
Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

2021

2020



1.4K

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Reference

- Bibliographic Database
- Data Sets Reference Guide
- Guidelines for Preparing a Report for Publication
- HUD Historical Timeline

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- Market Analysis

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Site Information Form Part II

Self Score Total: 138

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

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

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

AND

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

OR

X The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

Contiguous Census Tract # 48113007302

Contiguous Tract Quartile 1st

X Development is Urban and Development Site is within the required radius of eligible amenities or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

NOTE: Applicants seeking points under 10 TAC §11.9(c)(4)(B)(i)(I) or (II) related to distance from a playground or transit stop must provide a map that clearly illustrates the accessible route and distance.

- full service grocery store (1 point)(2 miles)
pharmacy (1 point)(2 miles)
health-related facility (1 point)(4 miles)
licensed center serving children (1 point)(3 miles)
A or B-rated public school (1 point)
census tract with ≥27% associate degrees adults ≥25
university or community college (1 point)(6 miles)

- outdoor recreation facility available to public (1 point)(2 miles)

Development is Rural or USDA and Development Site is within the required distance of eligible amenities or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

- (Empty list items for Rural/USDA amenities)

- (Empty list items for Rural/USDA amenities)

X No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

Application is seeking points for Opportunity Index. Total Points Claimed: 7

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

(Empty text box for justification)

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

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

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

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

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

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

- A. Proximity to the Urban Core
- Application is not in the At-Risk Set-Aside; AND
 - Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR
 - Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)
- OR
- B. Proximity to Jobs (select one)
- Application is not in the At-Risk or USDA Set-Aside; AND
 - The Development is located within 1 mile of 16,500 jobs. (6 points)
 - The Development is located within 1 mile of 13,500 jobs. (5 points)
 - The Development is located within 1 mile of 10,500 jobs. (4 points)
 - The Development is located within 1 mile of 7,500 jobs. (3 points)
 - The Development is located within 1 mile of 4,500 jobs. (2 points)
 - The Development is located within 1 mile of 2,000 jobs. (1 point)

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

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

Region:

Application is claiming points for a Concerted Revitalization Plan (CRP). (Up to 7 points).

No points were claimed for Opportunity Index.

Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

The CRP Packet has been completed and is included behind Tab 10.

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

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

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


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

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

Due to uncertainty linked to the COVID-19 pandemic, scoring for all Applicants under this item is suspended (no points may be requested, nor will they be awarded) for 2021 HTC Applications.



Supporting Documentation for the Site Information Form Part II

Opportunity Index (Competitive HTC and Direct Loan Only)


- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled 
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.
- Map(s) showing the accessible route and distance to a playground or transit stop**
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
(http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2020, including the computation used to determine the crime rate
(<https://www.neighborhoodscout.com>)
- Print-out from THECB website confirming accreditation of university or community college
<http://www.txhighereddata.org/Interactive/Institutions.cfm>
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

For Colonia:


- Evidence from Attorney General of Colonia boundaries; *and*  <https://www.texasattorneygeneral.gov/cpd/colonias>
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; *and* 
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

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


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

For other items:

Development must be awarded January 1, 2006 or earlier for 15-year threshold, January 1, 2001 or earlier for the 20-year threshold, and January 1, 1991 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Report posted on the Department's website at <http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>

- Map with Development Site boundaries indicated, relative to census tract boundaries 
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab


Proximity to Job Areas (Competitive HTC Only)

Proximity to Urban Core 

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

OR

Proximity to Jobs

US Census' OnTheMap report, the 2017 data set, indicating only the 2017 data set will be used, unless a newer data set is posted to the US Census Website on or before October 1, 2020. (See the 2021 Application Manual for directions) 

Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area: (Competitive HTC Only)

The county in which the Development Site is located is listed on the 2021 List of Declared Disaster Areas (no further documentation is required).

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

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



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

Readiness to Proceed (Competitive HTC Only)

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





2020 and 2021 Small DDAs and QCTs

48113000406

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline

LIHTC Project

2021 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary

2021 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

Map Options

12 Current Zoom Level

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

[Click here for full screen map](#)

Select Year

- 2021
- 2020

QCT for 2021

Tract	4.06
County	Dallas County
State	TX
Status (2021)	
Full Tract Number	48113000406

Metro Lofts

Development Sites

Map data ©2021

◀ 1.5K

About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50
- HUD Secretary's Awards
- PD&R Careers

Reference

- Bibliographic Database

Initiatives

- Aging Research and Resources
- Public Health Research and Resources
- Regulatory Barriers Clearinghouse

Resources

- Disaster Recovery PD&R Toolkit

Research

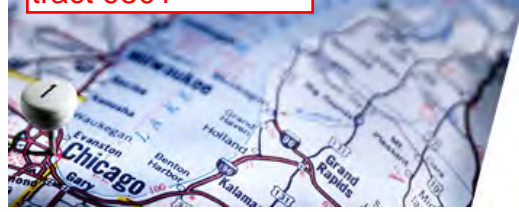
- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports
- The Edge

More...

- Contact Us



Map from Full Application shows tract 9801



2020 and 2021 Small DDAs and QCTs

2221 empire central

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline



LIHTC Project



2021 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary



2021 Small DDA



Part DDA



Non Metro DDA

Hide the overview

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

Map Options

13 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

Show LIHTC Projects (Zoom 11+)

Click here for full screen map

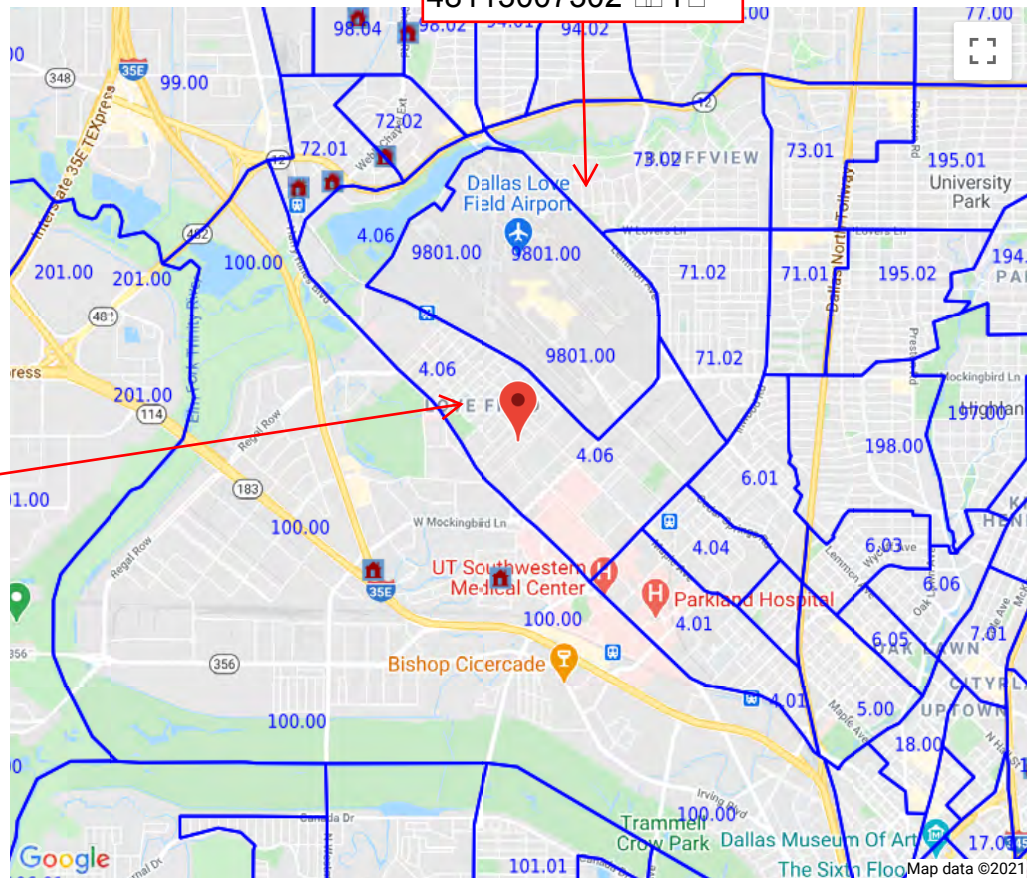
Select Year

2021

2020

48113000406 3

48113007302 1



◀ 1.5K

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Research





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- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports

Metro Lofts

2133-2137 & 2221 Empire Central, Dallas, TX 75235
Opportunity Index Adjacent Census Tract Map

Map from Full Application shows measurement over airport which is tract 9801.

Legend

-  ~2133-2137 Empire Central Dr, Dallas, TX
-  ~2221 Empire Central Dr, Dallas, TX~
-  1.7 Mile Distance
-  Q1 Census Tract # 48113007302

2221 Empire Central Dr, Dallas, TX

2133-2137 Empire Central Dr, Dallas, TX





Map from Full Application shows a walking route that is 3.4 miles around the airport tract to the closest boundary.

Full Application Development Narrative shows no staff determination

Development Narrative

1. The proposed Development is: (Check all that apply)

New Construction

(adaptive reuse select New Construction here and adaptive reuse in next box)

and/or:

NOTE: If "Adaptive Reuse", review 10 TAC §11.1(d)(1) to ensure compliance.

Previous TDHCA #

N/A

If Acquisition/Rehab or Rehab, original construction year:

N/A

If Reconstruction,

Units Demolished

N/A

Units Reconstructed

N/A

2. The Target Population will be:

General

NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

If Elderly is selected (10 TAC §11.1(d)(47)):

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
Selection is based on funding from (select from list):
- Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
 - Homeless or Persons at-risk of homelessness
 - Persons with physical, intellectual, and/or developmental disabilities
 - Youth aging out of foster care
 - Persons eligible to receive primarily non-medical home or community-based services
 - Persons transitioning out of institutionalized care
 - Persons unable to secure permanent housing elsewhere due to high barriers
 - Persons with Special Housing Needs (alcohol or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
 - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- Services will be provided by the Applicant or an Affiliate of the Applicant.
- Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Metro Lofts will consist of 89 units in total in Dallas, of which 75 will be low income units. Scattered site of two mid-rise buildings on approximately 1.7 total acres.

5. Funding Request:

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm (Repayable)			30	
Multifamily Direct Loan: Construction Only (Repayable)		0.00%		
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)		0.00%		
CHDO Operating Expenses Grant				
Housing Tax Credits	\$ 1,500,000			
Private Activity Mortgage Revenue				

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only						Multifamily Direct Loan Only			
Select Set-Aside if applicable						Select NOFA and Set-Aside			
At-Risk		Nonprofit		USDA		Select NOFA		Select Set-Aside	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: N/A and TDHCA funding source: N/A

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: N/A

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Pre-Application

Application Number: 21243
 Submitted Date: 1/6/2021 11:06AM
 Submitted By: Valentin DeLeon

Contact Information

Primary Contact: Matthew Rieger 3225 Aviation Avenue, 6th Floor Coconut Grove, FL 33133	Phone: 305-860-8188 Email: operationalcontact_TX@htgf.com
Secondary Contact: Valentin DeLeon	Phone: 786-536-9104 Email: valentind@htgf.com
Consultant Contact:	Phone: Email:

Development Information

Name of Proposed Entity: HTG Metro, LLC
Development Name: Metro Lofts
Development Type: New Construction
Secondary Type: None
Previous TDHCA #:
Initial Construction Year:
Units Demolished: 0
Units Reconstructed:
of Non-Contiguous Sites: 2
of Census Tracts: 1
Target Population: General
Development Address: 2133-2137 & 2221 Empire Central Dr.
 Dallas, TX 75235
ETJ?: N
County: Dallas
Region: 3
Rural/Urban: Urban
Census Tracts: 48113000406
Total LI Units: 102
Total MR Units: 18
Total Units: 120
HTC Request: \$1,500,000.00
Pre-App Fee Due: \$1,200.00
Has Fee already been submitted?: No
Name on Check:
Check Number:
Set-Aside Election: none

Notifications

U.S. Representative: Marc Veasey	District: 33
State Senator: Royce West	District: 23
State Representative: Rafael Anchia	District: 103

School Superintendent: Michael Hinojosa
School District: Dallas ISD
School District Address: 9400 N. Central Expressway
Dallas, TX 75231

Presiding Officer of Board of Trustees: Justin Henry
Address: 5151 Samuell Blvd
Dallas, TX 75228

Elected Officials: Eric Johnson	Mayor
Chad West	City Council Member
Adam Medrano	City Council Member
Casey Thomas, II	City Council Member
Carolyn King Arnold	City Council Member
Jaime Resendez	City Council Member
Omar Narvaez	City Council Member
Adam Bazaldua	City Council Member
Tennell Atkins	City Council Member
Paula Blackmon	City Council Member
Adam McGough	City Council Member
Lee Kleinman	City Council Member
Cara Mendelsohn	City Council Member
Jennifer Staubach Gates	City Council Member
David W. Blewett	City Council Member
Clay Jenkins	County Judge
Theresa Daniel	County Commissioner
J. J. Koch	County Commissioner
John Wiley Price	County Commissioner
Elba Garcia	County Commissioner

Neighborhood Organizations: Love Field West NA
2510 Langdon Ave
Dallas, TX 75235

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15
Rent Levels of Residents: 11
Resident Services: 11
Opportunity Index: 7
Underserved Area: 4
Tenant Populations with Special Housing Needs: 3
Proximity to Jobs: 6
Serve and Support Texans Most in Need Total: 57

Criteria Promoting Community Support and Engagement

**Commitment of Development Funding
by Local Political Subdivision:** 1
Declared Disaster Area: 10
**Community Support and
Engagement Total:** 11

Do not see
attachment with
accurate mailing
addresses

**Criteria Promoting Efficient Use of Limited
Resources and Applicant Accountability**

Financial Feasibility: 26
Cost of Development per Square Foot: 12
Pre-Application Participation: 6
**Leveraging Private, State
and Federal Resources:** 3
Extended Affordability: 4
Historic Preservation: 0
Right of First Refusal: 1
Funding Request Amount: 1
**Efficient Use of Limited Resources
and Applicant Accountability Total:** 53
Point Adjustment:
Total Applicant Self-Score: 138

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:
Government Support: 17 points
Quantifiable Community Participation: 4 points
Community Support from a State Representative: 8 points
Input from Community Organizations: 4 points
Concerted Revitalization Plan: 0 points

Attachments and Certifications

Site Control Documentation: [ReceiptedContract_EmpireCentral.pdf](#)

Census Tract Map: [CT Map_Empire Central 2020 and 2021 Small DDAs and QC](#)

Neighborhood Risk Factors:

Other Pertinent Information:

21243

Metro Lofts



GARY J. COHEN
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131
DIRECT (305) 347-7308
FAX (305) 347-7808
EMAIL GCohen@shutts.com

May 3, 2021

Texas Department of Housing and Community Affairs
Attention: Ms. Marni Holloway, Director of Multi-Family Finance
Attention: Ms. Alena Morgan
9% HTC Program Administrator
221 East 11th Street
Austin, Texas 78701

Re: Metro Lofts, #21243 (“Metro Lofts”)
Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Morgan:

We represent the applicant for Clifton Riverside, #21078 (“Clifton”). In accordance with Section 11.10 of the 2021 Qualified Allocation Plan, our client is bringing material information about Metro Lofts to staff’s attention. Our client is requesting that staff consider whether the matter described in this letter and supporting documentation constitutes a Material Deficiency.¹ A copy of this request has been delivered concurrently to a representative of Metro Lofts.

POSITION STATEMENT

In order to be considered eligible for scoring and possible funding, an application for Housing Tax Credits must reference and describe a residential housing project that meets the definition of “Development”, as defined in Section 11.1(d)(38) of the Rules, which provides as follows:

“(38) Development-A residential housing project that consists of one or more buildings under common ownership and financed under a common plan which has applied for Department funds. This includes a proposed low income housing project, as defined by Code Section 42(g), that consists of one or more buildings containing multiple Units owned that is financed under a common plan, and that is owned by the same Person for federal tax purposes and may consist of multiple

¹ Term used but not defined in this letter shall have the meanings given them into the HCA’s Qualified Allocation Plan (the “Rules”).

buildings that are located on scattered sites and contain only rent restricted Units. (Section 2306.6702(a)(6)).” (emphasis added)

Texas Government Code Section 2306.6702 provides a similar definition, as follows:

“(6) Development” means a proposed qualified low income housing project, as defined by Section 42(g), Internal Revenue Code of 1986 (26 U.S.C. Section 42(g)), that consists of one or more buildings containing multiple units, that is financed under a common plan, and that is owned by the same person for federal tax purposes, including a project consisting of multiple buildings that:

- (A) are located on scattered sites; and
- (B) contain only rent-restricted units.” (emphasis added).

Internal Revenue Code § 42(g)(7) provides as follows:

“(7) Scattered site projects.

Buildings which would (but for their lack of proximity) be treated as a project for purposes of this section shall be so treated if all of the dwelling units in each of the buildings are rent-restricted (within the meaning of paragraph (2)) residential rental units.”

The meaning and intent of Rule 11.1(d)(38) and Texas Government Code § 2306.6702(a)(6) is clear. An affordable housing project which is comprised of scattered sites is only eligible to apply for and be allocated housing tax credits if and to the extent that 100% of the residential units therein are rent restricted. While there is no definition of the term “rent restricted” in the Rules, the reference in the definition of “Development” to Internal Revenue Code § 42(g) leads to Internal Revenue Code § 42(g)(7), wherein the substantially identical requirement that all dwelling units in a scattered site development be “rent restricted” then refers to Internal Revenue Code § 42(g)(2). Internal Revenue Code § 42(g)(2) defines “rent restricted units” as units with respect to which the gross rent does not exceed 30% of the imputed income limitation applicable to such unit.

If a unit is designated in a tax credit application as a “market” unit then such unit is not “rent restricted”, since the land use restriction agreement to be entered into between the applicant and TDHCA will not impose rent restrictions with respect to such “market” unit and the applicant may charge whatever rent it chooses with respect thereto (i.e., there is no restriction on the rent which may be charged for such unit).

In its application, Metro Lofts clearly indicates that the project consists of scattered sites (see Job 17 Development Narrative Question 4, attached), and that the proposed project does not

contain only rent-restricted units (see Tab 24 Rent Schedule, attached). As such, it is clear that the residential rental housing project proposed by Metro Lofts does not meet the definition of “Development” under Rule 11.1(d)(38).

The Rules are replete with references to the term “Development”); it is obvious that in order for a residential rental project to be eligible to apply for and receive housing tax credits, the proposed project must meet the definition of “Development” contained in the Rules. See for example, the following:

1. Applicant Eligibility Certification. “All representations, undertakings and commitments made by Applicant in the Application process for a Development... expressly constitutes conditions to any Commitment, Determination, Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue an award...”.
2. Development Owner Certification, Acknowledgment and Consent. “The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development...”. “The Development will satisfy the minimum point threshold for common amenities...”. “The Development will meet the minimum size of Units...”.
3. Rule 11.1(a). “All requirements herein and those applicable to a Housing Tax Credit Development... collectively constitute the QAP...”.
4. Rule 11.1(d)(5) Applicable Percentage. “The percentage used to determine the amount of the Housing Tax Credit for any Development...”.
5. Rule 11.4(b). “For any given Development, an Applicant may not request more than 150% of the credit amount available in the subregion...”.
6. Rule 11.8(b)(2) Pre-Application Threshold Criteria. The threshold criteria for a pre-application submission includes the following: “The Applicant must list in the pre-application all Neighborhood Organizations on record with the county or state 30 days prior to the beginning of the Application Acceptance Period whose boundaries include the entire proposed Development.”
7. Rule 11.9(b)(1)(A) Unit Sizes (6 points). “The Development must meet the minimum requirements identified in this subparagraph to qualify for points.”
8. Rule 11.9(c)(1) Income Levels of Residents. “An Application may qualify for up to sixteen (16) points for rent and income restricting a Development for the entire Affordability Period at the levels identified...”.

9. Rule 11.9(c)(2) Rent Levels of Tenants. “An application may qualify and receive up to thirteen (13) points for rent and income restricting a Development for the entire Affordability Period.”

10. Rule 11.9(e)(3) Pre-Application Certification. “Applications that meet all the requirements described in subparagraphs (A)-(H) of this paragraph will qualify for six (6) points:... (B) The designation of the proposed Development as Rural or Urban remains the same; and (C) the proposed Development serves the same Target Population.”

11. Rule 11.101(a)(5) Common Amenities. “All Developments must include sufficient common amenities as described in subparagraph (C) of this paragraph to qualify for at least the minimum points required...”

12. Rule 11.101(a)(6)(A) Unit Sizes. “Developments proposing New Construction or Reconstruction will be required to meet the minimum sizes of Units as provided in clauses (i)-(v) of this subparagraph.”

13. Rule 11.101(a)(8) Development Accessibility Requirements. “All Developments must meet all specifications and accessibility requirements as identified in Subparagraphs (A)-(F) of this paragraph...”

14. Rule 11.204(9)(A) Architectural Drawings. “For all Developments a site plan must be submitted that includes the terms identified in clauses (i)-(xii) of this subparagraph.”

15. Rule 11.204(11) Zoning. “Acceptable evidence of zoning for all Developments must include one of subparagraphs (A)-(D) of this paragraph.”

16. Rule 11.204(15) Feasibility Report. “This report, compiled by the Applicant or Third Party Consultant, and prepared in accordance with this paragraph, which reviews site conditions and developments requirements of the Development and Development Site, is required...”

In light of the above requirements set forth in the Rules, it is clear that a proposed residential rental project must, in order to be eligible to receive points under the tax credit application or to be eligible to submit such application, first meet the definition of “Development” set forth in Rule 11.1(d)(38). Since such definition requires that scattered site developments contain only rent restricted units, and since Metro Lofts clearly does not provide for 100% rent restricted units, the Metro Lofts application should be deemed ineligible.

We understand that under Internal Revenue Code Section 42(g)(3)(D), a developer may file an election with the Internal Revenue Service to treat each building in a scattered site development as a separate project and, as a result thereof, for federal income tax purposes, the

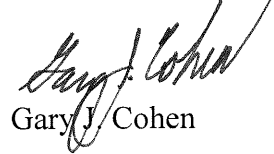
May 3, 2021
Page 5

Development would no longer be considered a “scattered site” development and would no longer be required to contain only rent restricted units. This election is not provided for or permitted under the Texas Rules, which simply and clearly require that a scattered site development (which Metro Lofts has admitted it is in its application) must contain only rent restricted units. The definition of “Development” does not reference multiple single building projects, which would be the result if Metro Lofts contends that they are not proposing a scattered site development due to the IRS Section 42(g)(3)(D) election. The definition references a single residential housing project. Metro Lofts has admitted in its application that it is proposing a single scattered site project; if they intend to utilize the IRS election (which should not in any event affect its scattered site status under the Texas application) then they should not have self-identified as proposing a scattered site development in their application.

Thank you for your consideration of this matter.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in black ink, appearing to read "Gary J. Cohen", is written over the typed name below.

Gary J. Cohen

GJC

MIADOCS 22178088 2

- Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.
- Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development's operations throughout the entire Affordability Period is included behind this Tab.
- Evidence of the Applicant's or General Partner's history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.
- As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
- Development will comply with the Tenant Selection Criteria requirements at §11.1(d)(122)(D)(v)
- Development financing meets all requirements of 10 TAC §11.1(d)(122)(E)(i)
- Development financing meets the requirements of 10 TAC §11.1(d)(122)(E)(ii) and Development will include:
 - Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
 - Documentation of how resident feedback has been incorporated into Development design;
 - Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
 - Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;
 - Multiple systems will be in place for residents to provide feedback to Development staff;
 - A resident is or will be a member of the Development Owner or service provider board of directors;
 - The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
 - The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
 - The Development does violate TR 1.42-9 and the Application includes a private letter ruling (PLR).
 - Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

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

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Metro Lofts will consist of 89 units in total in Dallas, of which 75 will be low income units. Scattered site of two mid-rise buildings on approximately 1.7 total acres.

5. Funding Request:

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm (Repayable)			30	
Multifamily Direct Loan: Construction Only (Repayable)		0.00%		
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)		0.00%		
CHDO Operating Expenses Grant				
Housing Tax Credits	\$ 1,500,000			
Private Activity Mortgage Revenue				

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only				Multifamily Direct Loan Only	
Select Set-Aside if applicable				Select NOFA and Set-Aside	
At-Risk	Nonprofit	USDA		Select NOFA	Select Set-Aside
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: N/A and TDHCA funding source: N/A

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: N/A

21243

Metro Lofts

Sadler Circle Senior Apartments LLC
5750 Cedar Springs Road
Dallas, TX 75235

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance
Alena Morgan, 9% HTC Administrator
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: §11.10 Third Party Request for Administrative Deficiency
TDHCA Application #21243 – Metro Lofts in Dallas, TX (Urban Region 3)

Dear Ms. Holloway and Ms. Morgan,

In accordance with §11.10 of the 2021 Qualified Allocation Plan (QAP), this letter serves as our Third-Party Request for Administrative Deficiency (RFAD) with regards to Application #21243 – Metro Lofts (the “Application.”) A copy of the request is also being delivered to representatives of the Application as required by the QAP. This RFAD is being submitted because an updated log confirming tie-breakers has not been released by the RFAD deadline.

RFAD Scoring Item:

Per §11.9(c)(4)(A)(ii) of the 2021 QAP, a Development may be entitled to points for Opportunity Index if the Development is located in a third quartile.

The proposed Application is located at 2133-2137 & 2221 Empire Central Dr. in Dallas, Texas and falls entirely within census tract #48113000406, which has a median poverty rate by census tract of 15.5%, and is in the third quartile. This would qualify the Application under §11.9(c)(4)(A)(ii) referenced below:

*(ii) The Development Site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, with a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, **without physical barriers such as (but not limited to) highways or rivers between**, and the Development Site is no more than 2 miles from the boundary between the census tracts. For purposes of this scoring item, a highway is a limited-access road with a speed limit of 50 miles per hour or more; and, (1 point)*

While the Application meets the poverty rate threshold, it does not meet the physical barrier portion of the rule. The contiguous 1st Quartile census tract (#48113007302) used for qualification under §11.9(c)(4)(A)(ii) is separated from the Application’s census tract by both the Dallas Love Field Airport and Bachman Lake Park. The only portion of the qualifying 1st Quartile census tract that is contiguous to the census tract containing the Application is an approximately 700-foot border for which the only

Sadler Circle Senior Apartments LLC
5750 Cedar Springs Road
Dallas, TX 75235

access between the tracts is a pedestrian sidewalk that crosses Bachman Lake and is over a 3 mile walk from the Application site.

The Application included a Google Map showing a pedestrian route that did not require crossing Bachman Lake; however, this route assumes a pedestrian would keep walking along Shorecrest Drive which has no sidewalk or shoulder and would pose to be a dangerous undertaking for a pedestrian. The only sidewalk that connects to the adjacent census tract DOES require a pedestrian to cross over Bachman Lake on the Webb Chapel Road crossing bridge. In addition to a pedestrian crossing a bridge over Bachman Lake, they are required to cross over a railroad track at Burbank St. and Denton Drive along the route (although the crossing does have a sidewalk allowing pedestrian access). There is no vehicular access between the census tracts.

Please see **Exhibit A** with referenced information.

It is important to note that Sadler Circle Senior Apartments LLC (the RFAD Requester) has an application in the same census tract and chose not to pursue Opportunity Index points under §11.9(c)(4)(A)(ii) for this very reason – lack of access to the adjacent 1st quartile census tract. Instead, we pursued points under §11.9(d)(7) Concerted Revitalization Plan. The Dallas Love Airport and Bachman Lake fit our definition of “physical barriers” to the adjacent census tract.

The “physical barrier” portion of §11.9(c)(4)(A)(ii) has been brought up in several other RFADs and appeals in the past few years, but none of the most recent RFADs involved a situation with such limited access between the two subject tracts – solely pedestrian access and one that is over a 3-mile route from Application site and crosses over a body of water. It is for this reason that we respectfully request staff deny the Application as being eligible to claim points under §11.9(c)(4)(A)(ii) as Opportunity Index points.

If you have any questions or would like to discuss these items further, please do not hesitate to contact me or my team at 512-203-4417 or via email at jennifer@truecasa.net.

Sincerely,



Cece Cox

Authorized Representative

cc: Matthew Rieger
Metro Lofts Applicant (TDHCA #21243)
Via Email @ operationalcontact_TX@htgf.com

Valentin DeLeon
Metro Lofts Applicant (TDHCA #21243)
Via Email @ valentind@htgf.com

Site Information Form Part II

Self Score Total: 138

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

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



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

AND

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

OR

X The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile for median household income that has a poverty rate of less than the greater of 20% or the median poverty rate for the region, without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

Contiguous Census Tract # 48113007302

Contiguous Tract Quartile

1st

X Development is Urban and Development Site is within the required radius of eligible amenities or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

NOTE: Applicants seeking points under 10 TAC §11.9(c)(4)(B)(i)(I) or (II) related to distance from a playground or transit stop must provide a map that clearly illustrates the accessible route and distance.

full service grocery store (1 point)(2 miles)

pharmacy (1 point)(2 miles)

health-related facility (1 point)(4 miles)

licensed center serving children (1 point)(3 miles)

A or B-rated public school (1 point)

census tract with ≥27% associate degrees adults ≥25

university or community college (1 point)(6 miles)

outdoor recreation facility available to public (1 point)(2

Development is Rural or USDA and Development Site is within the required distance of eligible amenities or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all applicable requirements of the rule, is included.

Empty text boxes for Rural/USDA amenities

Empty text boxes for Rural/USDA amenities

X No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

Application is seeking points for Opportunity Index.

Total Points Claimed:



7

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

Empty text box for justification

Metro Lofts

2133-2137 & 2221 Empire Central, Dallas, TX 75235
Opportunity Index Adjacent Census Tract Map



Legend

- ~2133-2137 Empire Central Dr, Dallas, TX
- ~2221 Empire Central Dr, Dallas, TX~
- 1.7 Mile Distance
- Q1 Census Tract # 48113007302

2221 Empire Central Dr, Dallas, TX

2133-2137 Empire Central Dr, Dallas, TX

Exhibit A

From Metro Lofts Application #21243

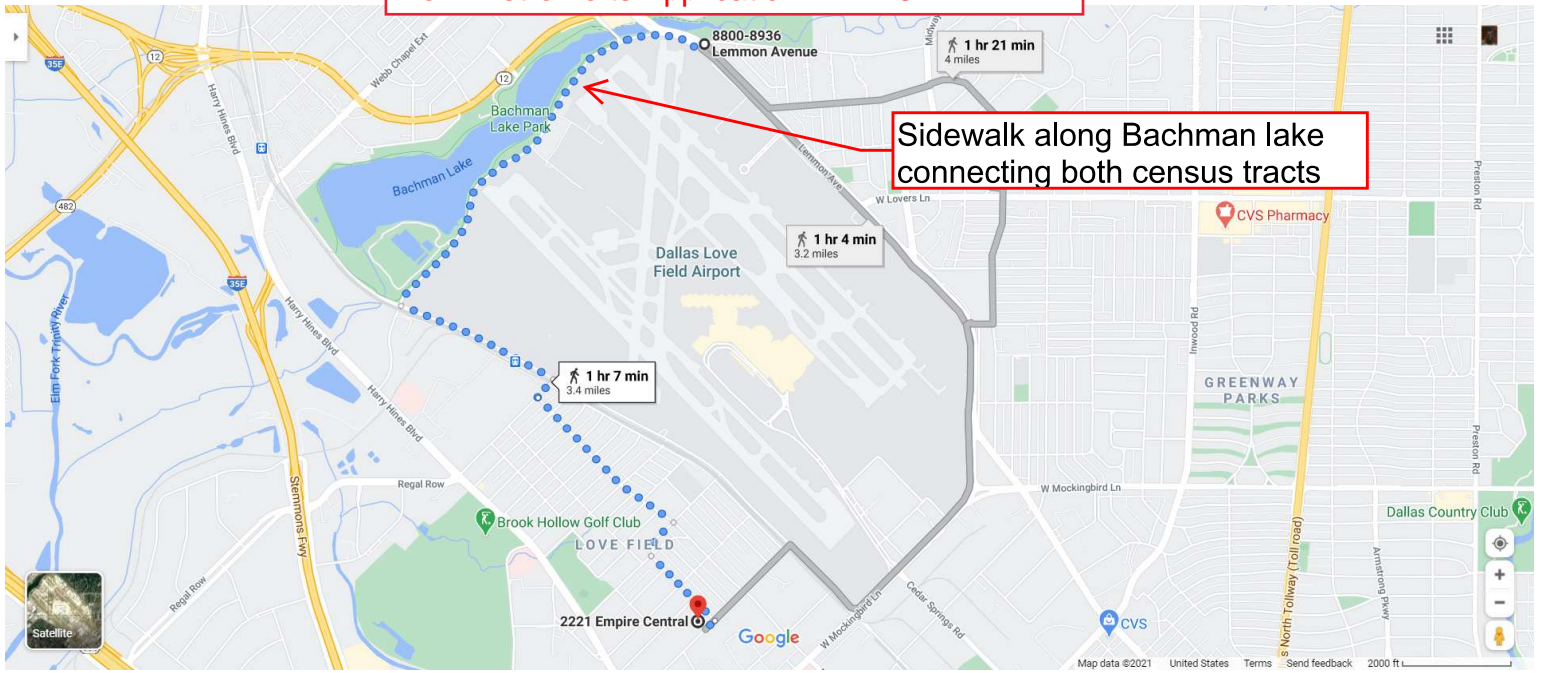
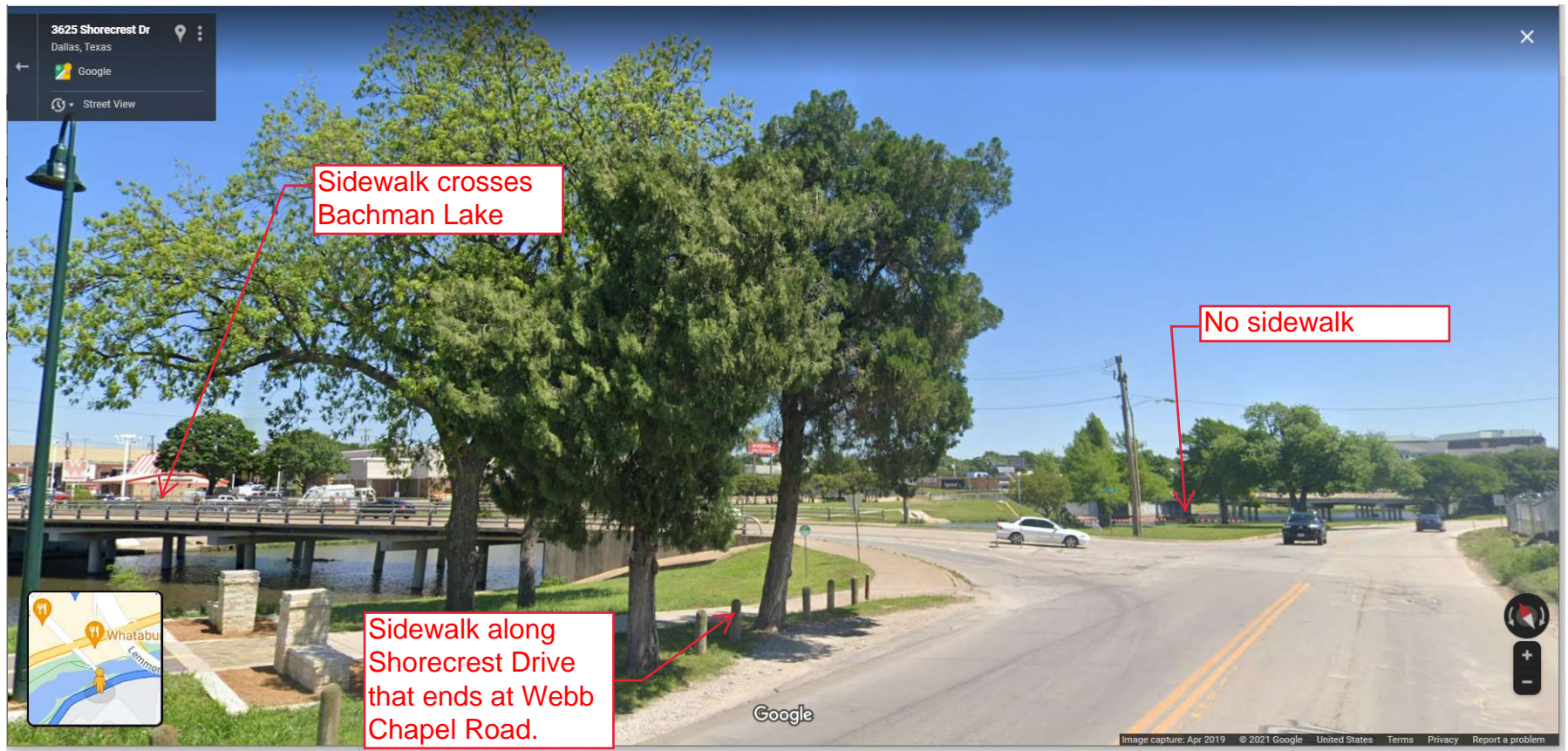


Exhibit A



Sidewalk along Shorecrest Drive ends and a pedestrian must cross over Bachman Lake.

Exhibit A



Looking west shows end of sidewalk.

Exhibit A



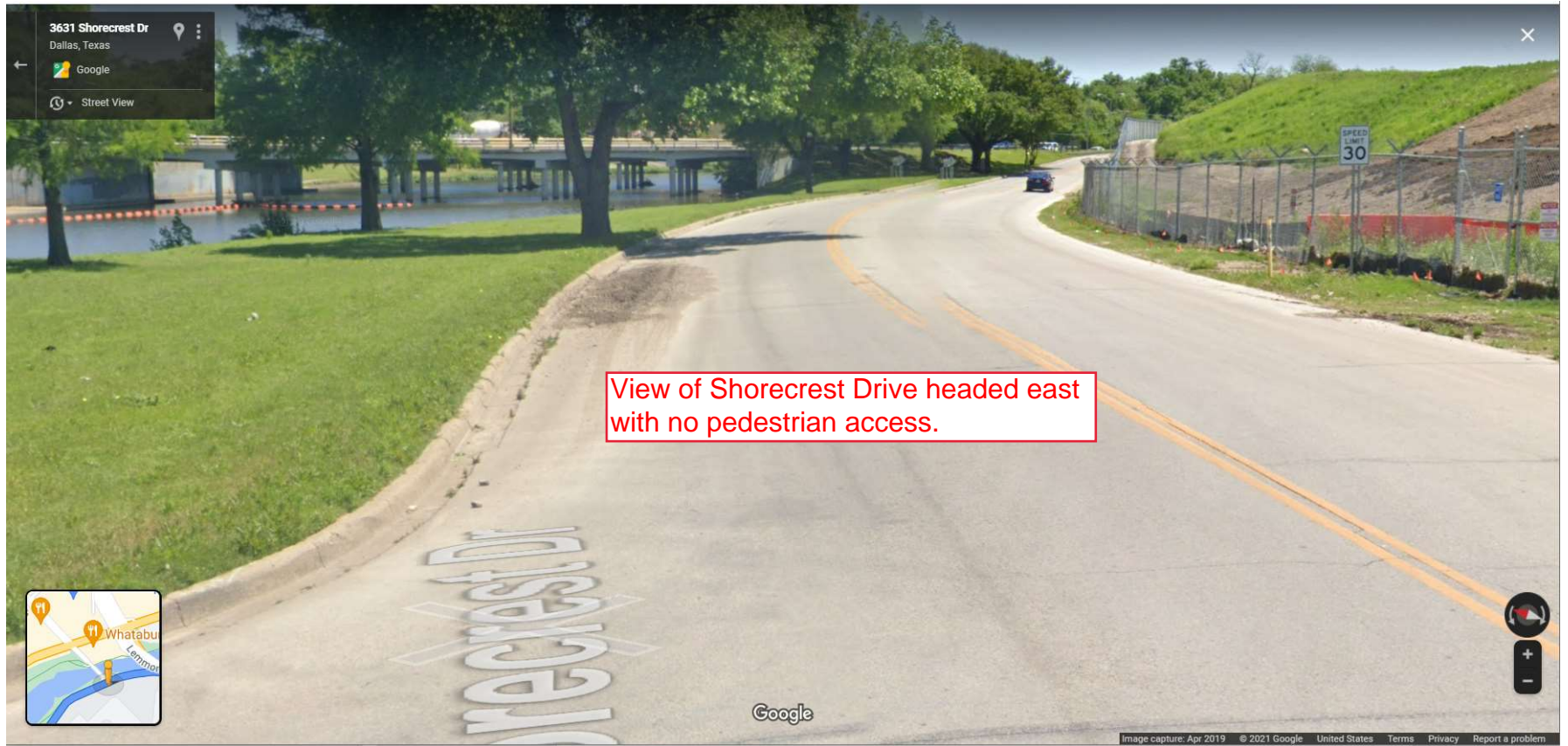
Bridge on Webb Chapel Road that a pedestrian must take to loop around and continue heading East toward census tract.

Exhibit A



Pedestrian crossover over Bachman Lake and switchback to head East toward census tract.

Exhibit A



View of Shorecrest Drive headed East with no sidewalk and not safe for pedestrians.

21259

Jackson Place Apartments

Calle del Norte Apartments, LP

1329 East Lark Street
Springfield, MO 65804

May 3, 2021

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Request for Administrative Deficiency #21259 – Jackson Place Apartments

Dear Ms. Holloway:

Pursuant to 10 TAC §11.10, Calle del Norte Apartments, LP respectfully requests staff to review the “Proximity to Job Areas” documentation provided by the applicant for application #21259 – Jackson Place Apartments.

According to 10 TAC §11.9(7)(B), an application may qualify up to six points if the development is located within 1 mile of a specific number of jobs. Applicants were required to use the dataset available on or before October 1. On October 1, the 2018 dataset was not yet available, so all applicants were to use the 2017 information.

The applicant claimed 4 points and submitted information noting 10,949 total primary locations. However, we believe the applicant used 2018 data instead of 2017 data. The attached document shows the same location (using the exact same latitude and longitude information as the applicant used) can only claim 2 points, as there are only 6,326 total primary jobs available.

We respectfully ask that staff adjust this applicant’s score to reflect only 2 points for proximity to job areas.

We appreciate staff reviewing this matter. If you have any questions or would like further information, please do not hesitate to contact me at asinnott@wilhoitproperties.com or by phone at 631-241-3306.

Sincerely,

Andrew Sinnott

Andrew Sinnott
Representative of Calle del Norte Apartment, LP

Start Base Map Selection Results

Work Area Profile Analysis

enter your own subtitle

Display Settings
 Characteristic Filter Total
 Year 2018

Map Controls
 Color Key
 Thermal Overlay
 Point Overlay
 Selection Outline
 Identify Zoom to Selection
 Clear Overlays Animate Overlays

Report/Map Outputs
 Detailed Report
 Export Geography
 Print Chart/Map

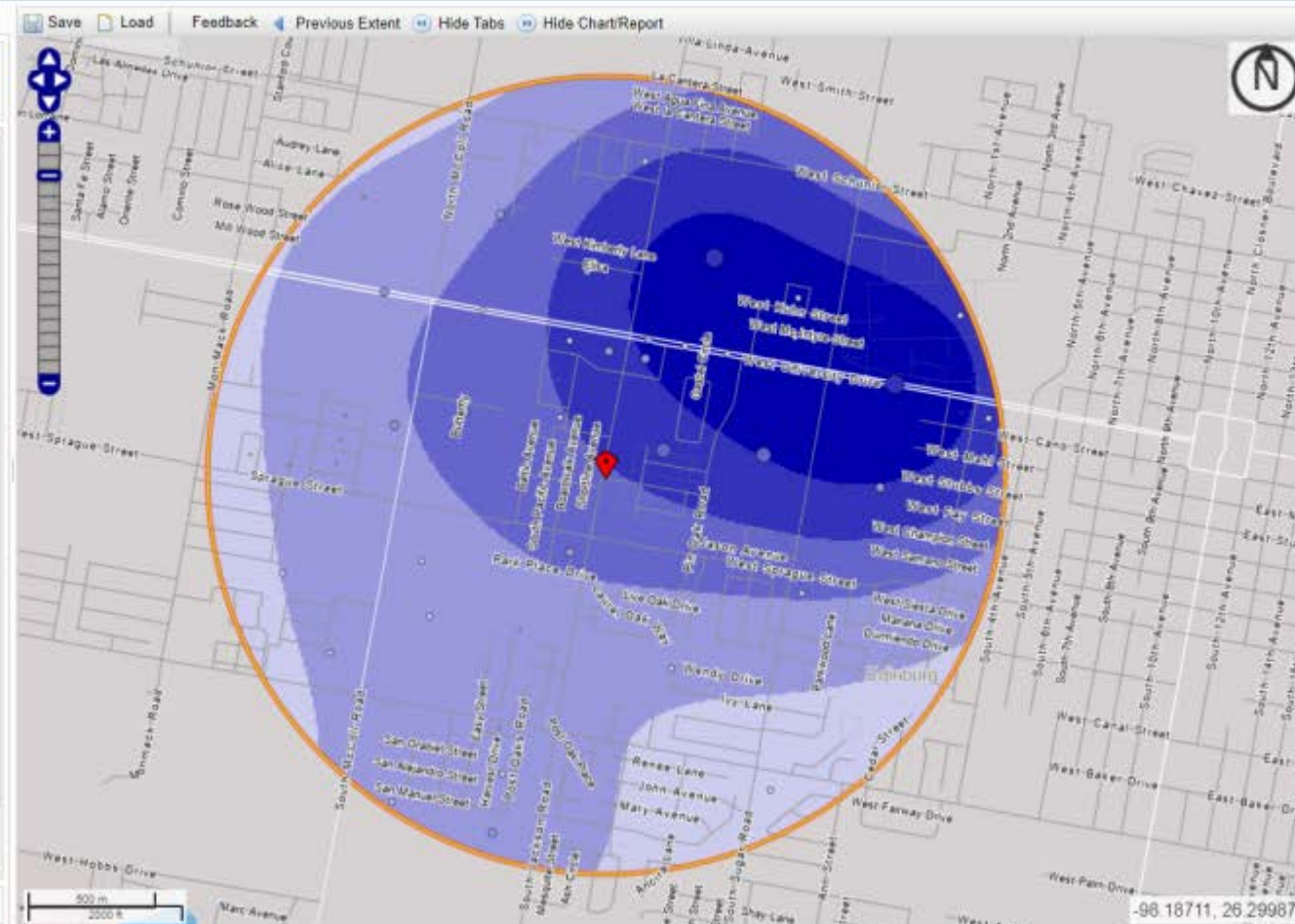
Legends

- 5 - 476 Jobs/Sq.Mile
- 477 - 1,892 Jobs/Sq.Mile
- 1,893 - 4,251 Jobs/Sq.Mile
- 4,252 - 7,555 Jobs/Sq.Mile
- 7,556 - 11,802 Jobs/Sq.Mile

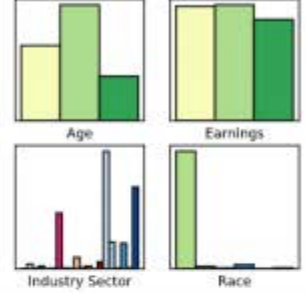
- 1 - 7 Jobs
- 8 - 97 Jobs
- 98 - 490 Jobs
- 491 - 1,547 Jobs
- 1,548 - 3,777 Jobs

Analysis Selection

Change Settings



Click a Characteristic link in the Summary Report to see more detail.



View as Bar Chart

Total Primary Jobs

	2018	
	Count	Share
Total Primary Jobs	10,949	100.0%

Worker Age

	2018	
	Count	Share
Age 29 or younger	3,471	31.7%
Age 30 to 54	5,420	49.5%
Age 55 or older	2,058	18.8%

Earnings

	2018	
	Count	Share
\$1,250 per month or less	3,799	34.7%
\$1,251 to \$3,333 per month	3,839	35.1%
More than \$3,333 per month	3,311	30.2%

Start Base Map Selection Results

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Welcome to OnTheMap!

Start an analysis by using one of the tools below (Search, Import Geography, or Load .OTM file). Hover over the Help icons located throughout the application to see Help tips for using specific functionality. Sections in the control panel can be collapsed or opened by clicking the section title.

2018 data now available! [Read New Data Notice \(12/8/2020\)](#)

Search

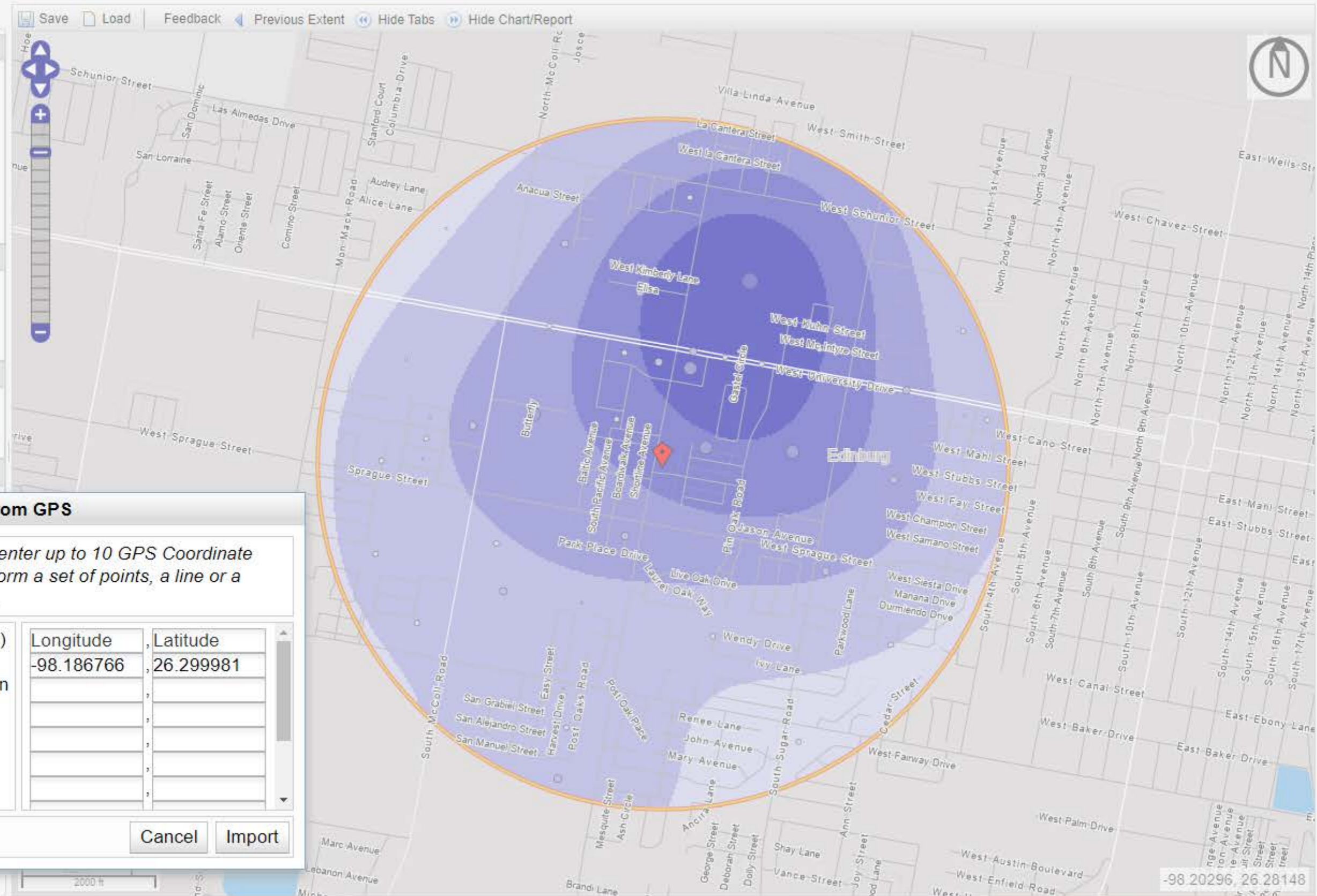
Search All Names

Import Geography

Import from KML
Import from SHP
Import from GPS

Load .OTM File

Click the "Load" button below to load a



Import From GPS

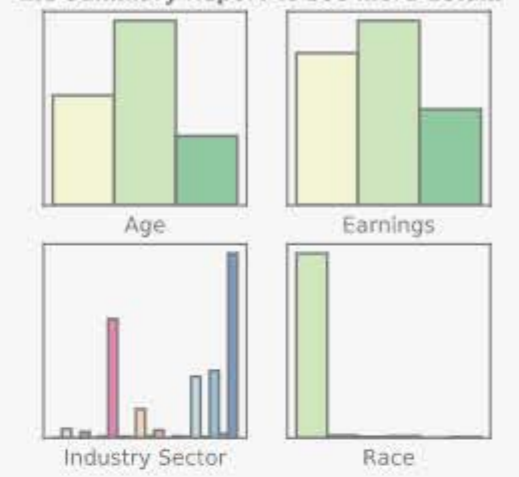
You can enter up to 10 GPS Coordinate pairs to form a set of points, a line or a polygon.

Point(s)
 Line
 Polygon

Longitude	Latitude
-98.186766	26.299981

Cancel Import

Click a Characteristic link in the Summary Report to see more detail.



View as Bar Chart

Total Primary Jobs

	2017	
	Count	Share
Total Primary Jobs	6,326	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,911	30.2%
Age 30 to 54	3,209	50.7%
Age 55 or older	1,206	19.1%

Earnings

	2017	
	Count	Share
\$1,250 per month or less	2,225	35.2%
\$1,251 to \$3,333 per month	2,697	42.6%
More than \$3,333 per month	1,404	22.2%

NAICS Industry Sector

21259

Jackson Place Apartments

SONOMA HOUSING ADVISORS, LLC

May 3, 2021

Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St
Austin, TX 78701

RE: Jackson Place Apartments
NEC of Jackson Street and Upland Street
Edinburg, Texas 78539
TDHCA Application #21259

Dear Ms. Morgan:

I am interested raising attention to, and making note on, the above referenced 2021 9% HTC Application. The Application uses data from 2018 for the Proximity to Jobs portion (Site Information Form Part II) of the application. This allows the Applicant to claim **4 points**. However, the QAP clearly states that *Only the 2017 data set will be used, unless a newer date set is posted to the US Census website on or before October 1, 2020* (shown on page 2). The 2018 data was posted after October 1, 2020. As shown on page 3-7 of this document, the 2017 data allows the applicant to claim **2 points**.

I feel confident your group has already made this determination in its review of the application, but if not, I am requesting that you review and consider this factor in the tax credit application review and award. My apology if this has already been considered, determined, and resolved.

Should you have any questions, or if I can offer additional information, please let me know.

Sincerely,


Mario A. Trevino
Development Consultant

Mario A. Trevino
Development Consultant

(7) Proximity to Job Areas. An Application may qualify to receive up to six (6) points if the Development Site is located in one of the areas described in subparagraphs (A) or (B) of this paragraph, and the Application contains evidence substantiating qualification for the points. Points are mutually exclusive and, therefore, an Applicant may only select points from subparagraph (A) or (B).

(A) Proximity to the Urban Core. A Development in a Place, as defined by the US Census Bureau, with a population over 190,000 may qualify for points under this item. The Development Site must be located within 4 miles of the main municipal government administration building if the population of the Place is 750,000 or more, or within 2 miles of the main municipal government administration building if the population of the city is 190,000 - 749,999. The main municipal government administration building will be determined by the location of regularly scheduled municipal Governing Body meetings. Distances are measured from the nearest property boundaries, not inclusive of non-contiguous parking areas. This scoring item will not apply to Applications under the At-Risk Set-Aside. (6 points)

(B) Proximity to Jobs. A Development may qualify for points under this subparagraph if it meets one of the criteria in clauses (i) - (vi) of this subparagraph. The data used will be based solely on that available through US Census' OnTheMap tool. Jobs counted are limited to those based on the work area, all workers, and all primary jobs. Only the 2017 data set will be used, unless a newer data set is posted to the US Census website on or before October 1, 2020. The Development will use OnTheMap's function to import GPS coordinates that clearly fall within the Development Site, and the OnTheMap chart/map report submitted in the Application must include the report date. This scoring item will not apply to Applications under the At-Risk or USDA Set-Aside.

- (i) The Development is located within 1 mile of 16,500 jobs. (6 points)
- (ii) The Development is located within 1 mile of 13,500 jobs. (5 points)
- (iii) The Development is located within 1 mile of 10,500 jobs. (4 points)
- (iv) The Development is located within 1 mile of 7,500 jobs. (3 points)
- (v) The Development is located within 1 mile of 4,500 jobs. (2 points)
- (vi) The Development is located within 1 mile of 2,000 jobs. (1 point)

Start Base Map Selection Results

Save Load Feedback Previous Export Hide Tabs Hide Charts/Report

Work Area Profile Analysis

enter your own subtitle

Display Settings

Characteristic Filter Total

Year 2017

Map Controls

- Color Key
- Thermal Overlay
- Point Overlay
- Selection Outline
- Identify
- Clear Overlays
- Zoom to Selection
- Animate Overlays

Report/Map Outputs

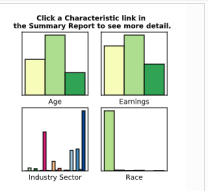
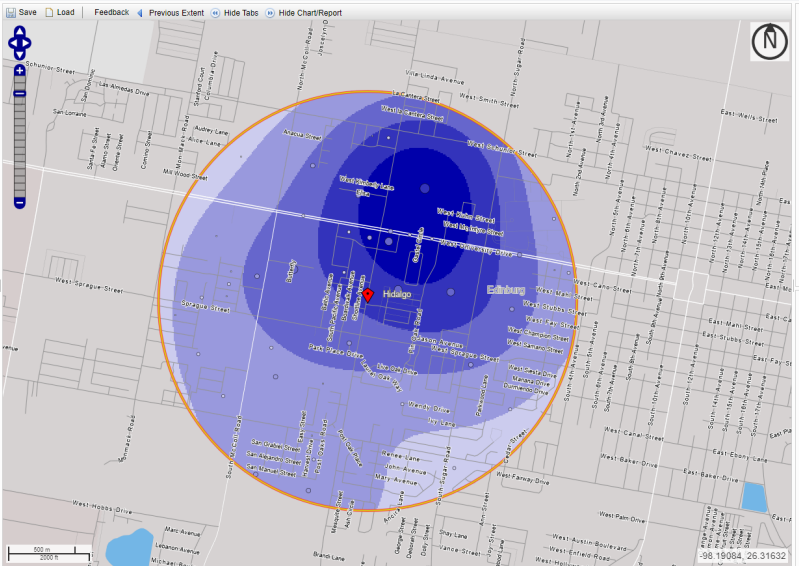
- Detailed Report
- Export Geographies
- Print Chart/Map

Legends

- 5 - 320 Jobs/Sq.Mile
- 321 - 1,268 Jobs/Sq.Mile
- 1,269 - 2,848 Jobs/Sq.Mile
- 2,849 - 5,059 Jobs/Sq.Mile
- 5,060 - 7,993 Jobs/Sq.Mile
- 1 - 4 Jobs
- 5 - 60 Jobs
- 61 - 304 Jobs
- 305 - 950 Jobs
- 961 - 2,343 Jobs
- Analysis Selection

Analysis Settings

Change Settings



View as Bar Chart

Total Primary Jobs		
	2017	
Total Primary Jobs	Count	Share
	6,398	100.0%

Worker Age		
	2017	
	Count	Share
Age 29 or younger	1,934	30.2%
Age 30 to 54	3,246	50.7%
Age 55 or older	1,218	19.0%

Earnings		
	2017	
	Count	Share
\$1,250 per month or less	2,244	35.1%
\$1,251 to \$3,333 per month	2,738	42.8%
More than \$3,333 per month	1,416	22.1%

NAICS Industry Sector

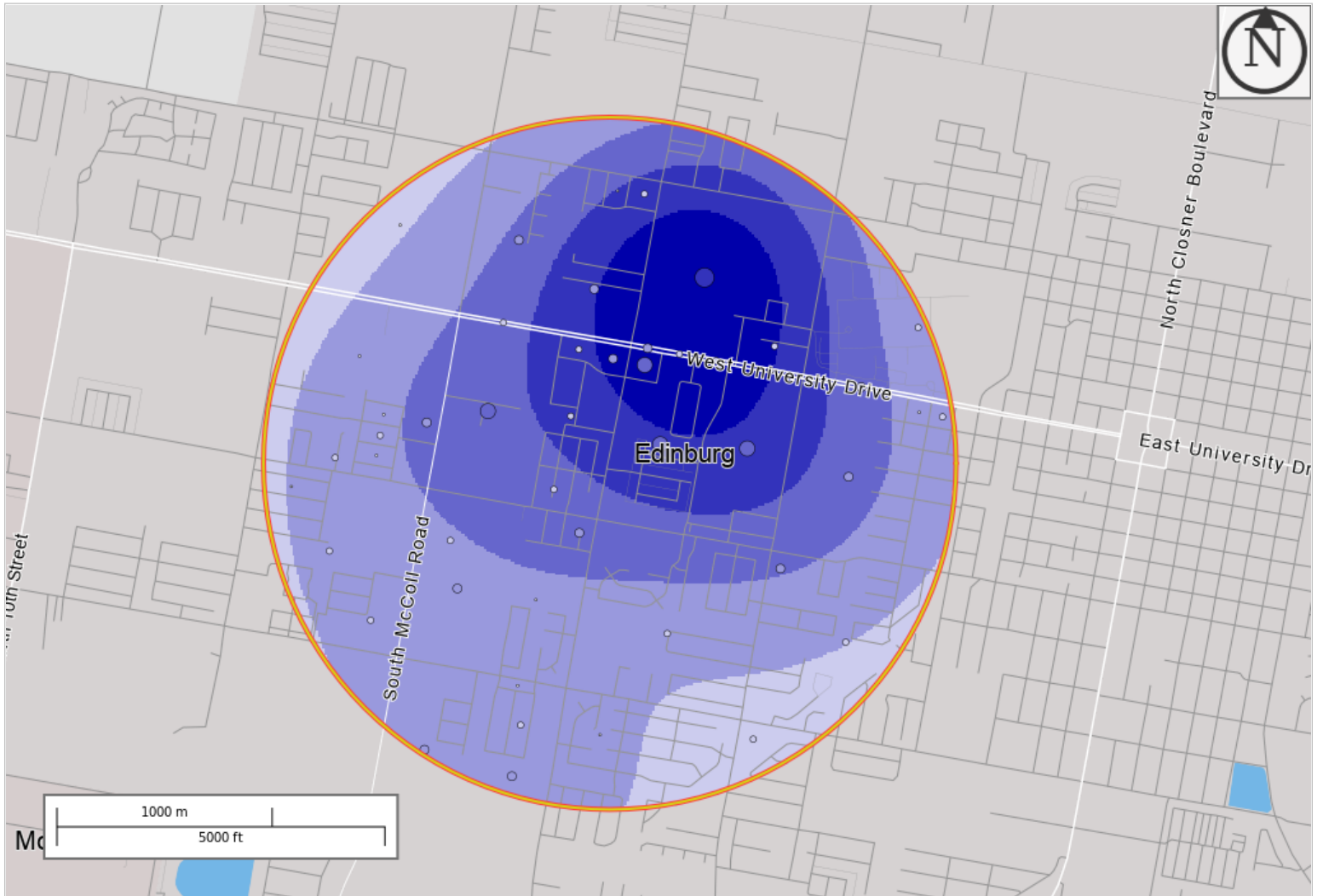
Work Area Profile Report

Primary Jobs for All Workers in 2017

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 05/03/2021

Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

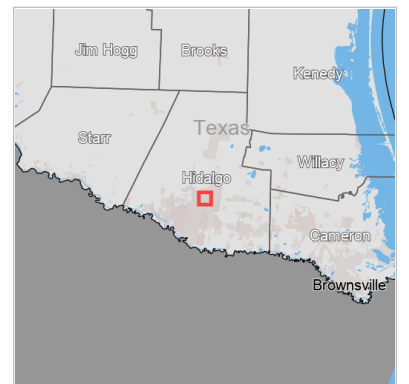
- 5 - 320
- 321 - 1,268
- 1,269 - 2,848
- 2,849 - 5,059
- 5,060 - 7,903

Job Count [Jobs/Census Block]

- 1 - 4
- 5 - 60
- 61 - 304
- 305 - 960
- 961 - 2,343

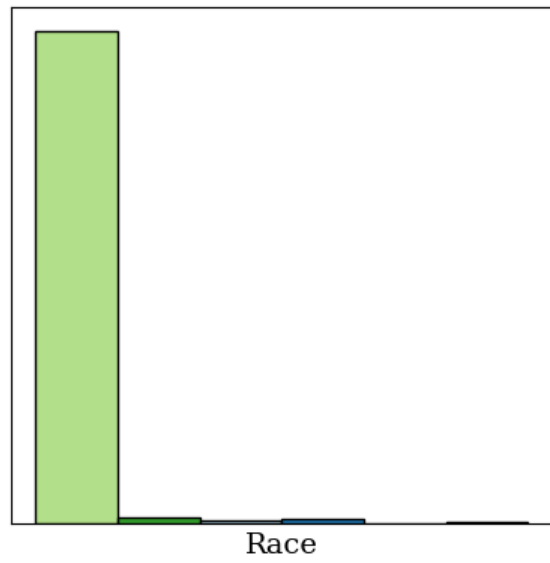
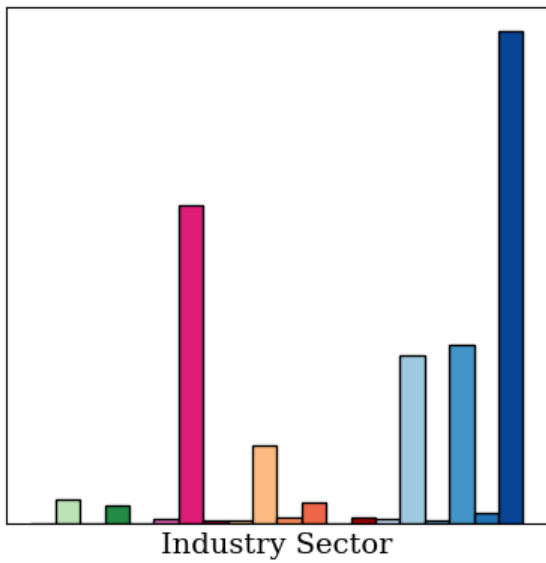
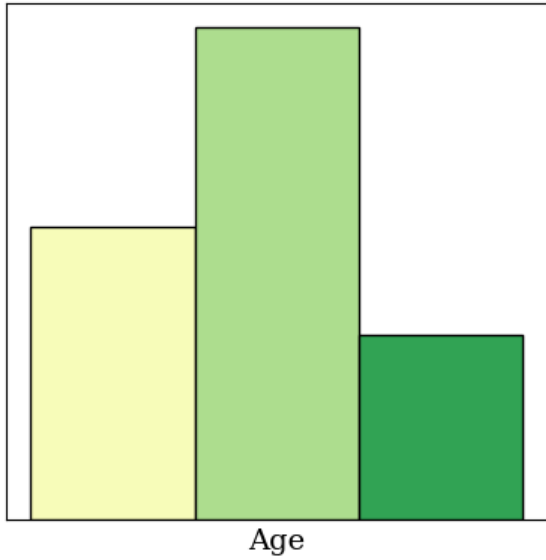
Selection Areas

- 📍 Analysis Selection



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area

Total	2017	
	Count	Share
Total Primary Jobs	6,398	100.0

21259

Jackson Place Apartments

Marque Real Estate Consultants, LLC

6300 West Loop South, Ste. 670

Bellaire, Texas 77401

(713) 560-0068 – p

(713) 583-8858 – f

Donna@MarqueConsultants.com

May 3, 2021

Via Electronic Mail

Texas Department of Housing and Community Affairs

221 East 11th Street

Austin, Texas 78701

Attn: Ms. Marni Holloway, Director of Multifamily Finance

Attn: Alena R. Morgan, JD, 9% HTC Program Administrator

Re: Jackson Place Apartments, #21259

Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Morgan,

On behalf of the Applicant for Dahlia Villas, #21069 (“Dahlia Applicant”), please allow this letter to serve as a Third Party Request for Administrative Deficiency (RFAD) in accordance with Section 11.10 of the 2021 Qualified Allocation Plan (the “QAP”). The Dahlia Applicant is requesting that staff consider whether the matters described in this letter and supporting documentation should be the subject of one or more Administrative Deficiencies. A copy of this request has been delivered concurrently to the representative of Jackson Place Apartments (“JP Applicant”).

1. Proximity to Jobs:

Pursuant to Section 11.9(c)(7)(B) of the QAP, a Development may be entitled to points for its proximity to jobs. The rule states:

Only the 2017 data set will be used (**unless a newer data set is posted to the US Census website on or before October 1, 2020**). The Development **will use on the Map’s function to import GPS coordinates that clearly fall within the Development Site**, and the OnTheMap chart/map report submitted in the Application **must include the report date** (emphasis added).

The Multifamily Programs Application Procedures Manual provides explicit directions for generating the necessary evidence and concludes:

This produces a PDF report, with the map and the total job count. This report also has a time stamp so that **staff can confirm that the report was generated using the 2017 data set, unless a newer data set is posted to the US Census website on or before October 1, 2020**. Include this report plus the screen shot in the pdf application (emphasis added).

Ms. Holloway & Ms. Morgan
TDHCA
May 3, 2021
Page -2-

The JP Applicant included a jobs report in their application using the 2018 data set and *without* importing the GPS coordinates. They claimed 4-points in this scoring category. See **Exhibit "A"**-Evidence of Proximity to Jobs from Application.

The US Census Bureau did not release 2018 data until 12/8/20 (**after October 1, 2020**). See **Exhibit "B"**-US Census New Data Notice.

The JP Applicant would have qualified for 2-points if they had submitted supporting documentation using the correct 2017 data set and GPS coordinates. See **Exhibit "C"**-Evidence of Proximity to Jobs using 2017 Data and GPS coordinates.

Section 11.1(d)(2) defines Administrative Deficiency and clearly states that if **the supporting documentation is NOT provided for claimed points, the item would be assigned NO points** (emphasis added).

Pursuant to Section 11.1(d)(2) of the QAP, Application No. 21259-Jackson Place Apartments should be assigned no points under Section 11.9(c)(7)(B)-Proximity to Jobs of the QAP.

Thank you for your consideration of these matters. If you require any further information or clarification, please feel free to contact us.

Sincerely,


Donna Rickenbacker

Cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks

Rick J. Deyoe – rdeyoe@realtexdevelopment.com
Alma Cobb – acobb@realtexdevelopment.com
Jackson Place Apartments Applicant

Exhibit "A" - Evidence of Proximity to Jobs from Application

Exhibit "B" – US Census New Data Notice

Exhibit "C" – Evidence of Proximity to Jobs using 2017 Data

EXHIBIT "A"-Jobs Report From App.

[LEHD Home](#)
[Help and Documentation](#)
[Reload](#)
[Text-Only](#)

Work Area Profile Analysis
enter your own subtitle

▼ Display Settings

Characteristic Filter **Total**

Year 2018

▼ Map Controls

Color Key

Thermal Overlay

Point Overlay

Selection Outline

Identify Zoom to Selection

Clear Overlays Animate Overlays

▼ Report/Map Outputs

[Detailed Report](#)

[Export Geography](#)

[Print Chart/Map](#)

▼ Legends

- 5 - 476 Jobs/Sq.Mile
- 477 - 1,892 Jobs/Sq.Mile
- 1,893 - 4,251 Jobs/Sq.Mile
- 4,252 - 7,555 Jobs/Sq.Mile
- 7,556 - 11,802 Jobs/Sq.Mile

- 1 - 7 Jobs
- 8 - 97 Jobs
- 98 - 490 Jobs
- 491 - 1,547 Jobs
- 1,548 - 3,777 Jobs

[Analysis Selection](#)

[Change Settings](#)

Click a Characteristic link in the Summary Report to see more detail.

Age

Earnings

Industry Sector

Race

View as Bar Chart

Total Primary Jobs

2018

	Count	Share
Total Primary Jobs	10,949	100.0%

[Worker Age](#)

	2018	
	Count	Share
 Age 29 or younger	3,471	31.7%
 Age 30 to 64	5,420	49.5%
 Age 65 or older	2,058	18.8%

[Earnings](#)

	2018	
	Count	Share
 \$1,250 per month or less	3,799	34.7%
 \$1,251 to \$3,333 per month	3,839	35.1%
 More than \$3,333 per month	3,311	30.2%

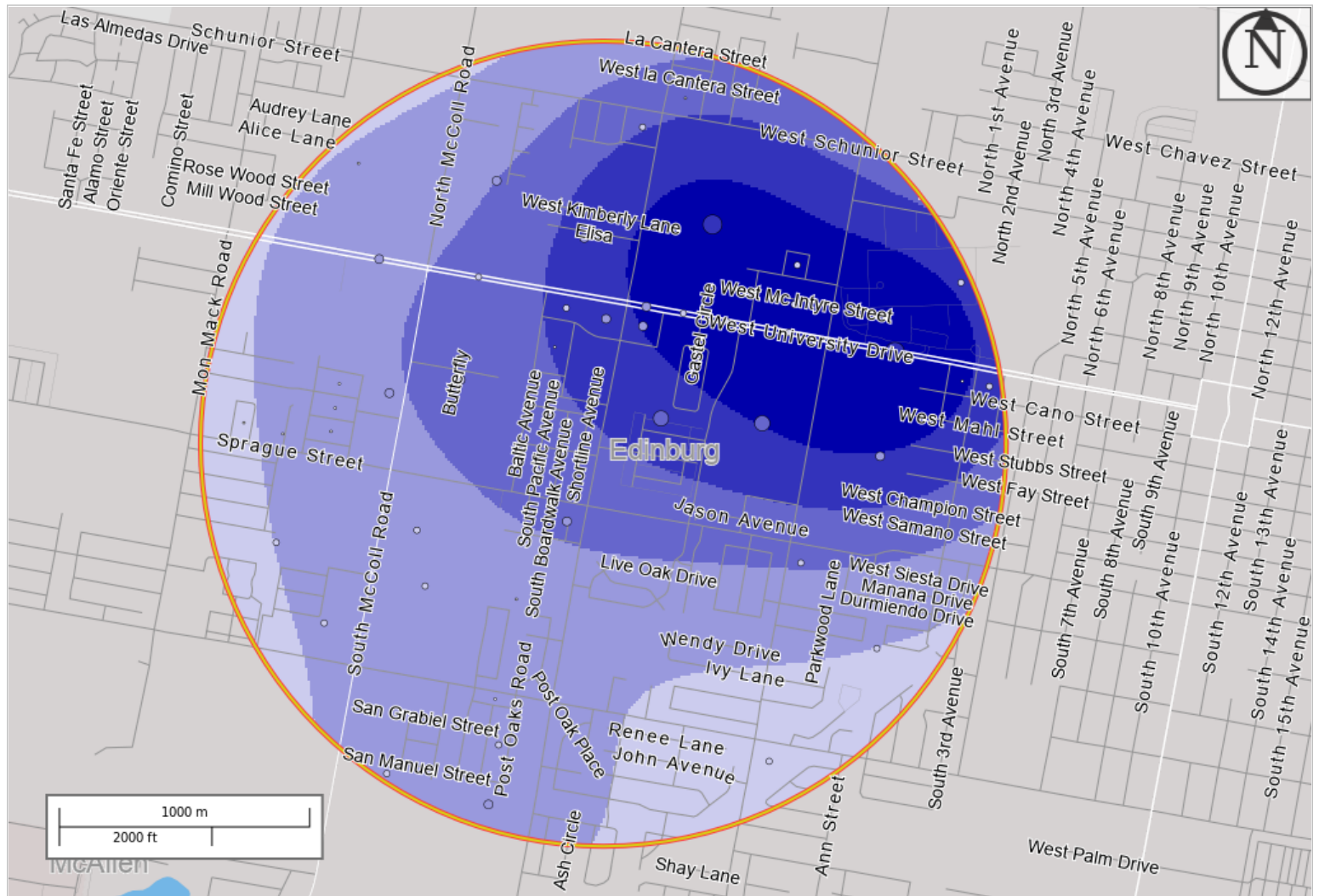
Work Area Profile Report

Primary Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 03/08/2021

Counts and Density of Primary Jobs in Work Selection Area in 2018

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

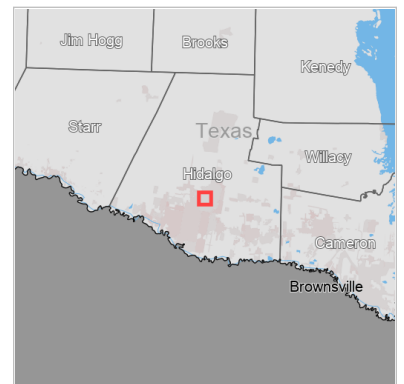
- 5 - 476
- 477 - 1,892
- 1,893 - 4,251
- 4,252 - 7,555
- 7,556 - 11,802

Job Count [Jobs/Census Block]

- 1 - 7
- 8 - 97
- 98 - 490
- 491 - 1,547
- 1,548 - 3,777

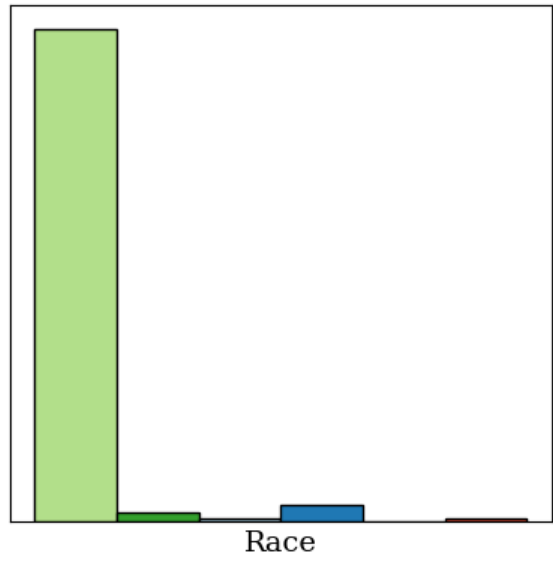
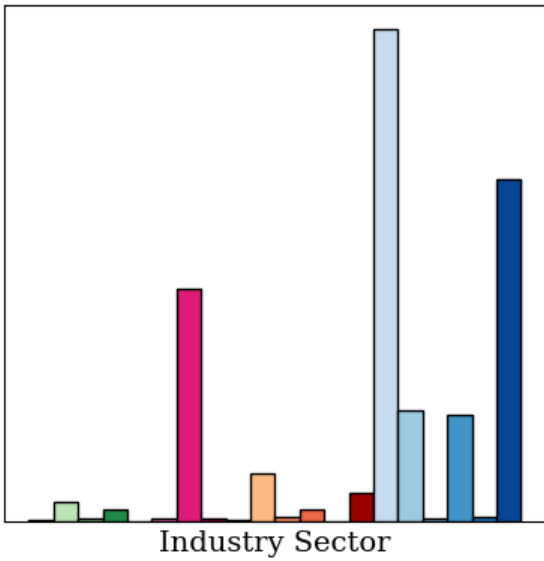
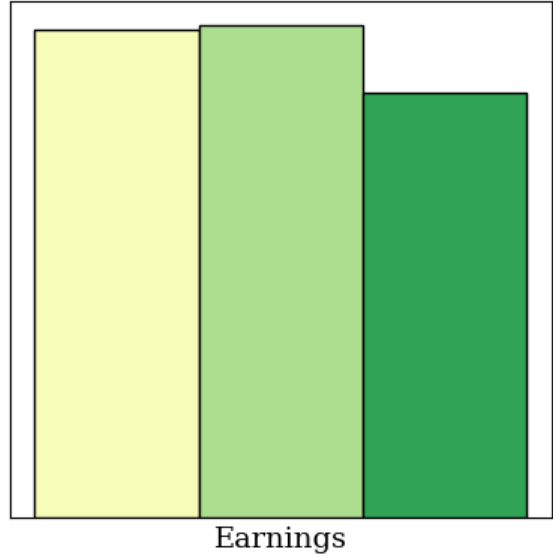
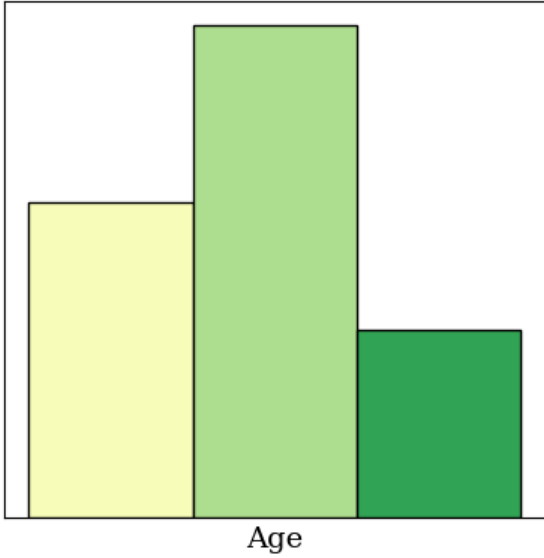
Selection Areas

- 📍 Analysis Selection



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area

Total	2018	
	Count	Share
Total Primary Jobs	10,949	100.0

Total	Count	Share
Total Primary Jobs	10,949	100.0

Additional Information

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2018
Job Type	Primary Jobs
Labor Market Segment	All Workers
Selection Area	Selection Area Freehand Drawing buffered 1.00 miles
Selected Census Blocks	117
Analysis Generation Date	03/08/2021 12:51 - OnTheMap 6.8
Code Revision	5dc8e60ec2609d78ebfa7d4b188db13aacbb1ba6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

United States Census Bureau OnTheMap

Start Base Map Selection Save Load Feedback Previous Extent Hide Tabs

Welcome to OnTheMap!

Start an analysis by using one of the tools below (Search, Import Geography, or Load .OTM file). Hover over the Help icons located throughout the application to see Help tips for using specific functionality. Sections in the control panel can be collapsed or opened by clicking the section title

2018 data now available!
Read New Data Notice (12/8/2020)

Search

Search All Names

Import Geography

Import from KML
Import from SHP
Import from GPS

Load .OTM File

Click the "Load" button below to load a .OTM file.

Load

OnTheMap Website references new 2018 data release on 12/8/2020

Longitudinal Employer-Household Dynamics

- [Main](#)
- [Applications](#)
- [Data](#)
- [Learn More](#)
- [Research](#)
- [State Partners](#)
- [LED in Action](#)

Applications

- [J2J Explorer](#)
- [LED Extraction Tool](#)
- [OnTheMap](#)
- [OnTheMap for Emergency Management](#)
- [PSEO Explorer](#)
- [QWI Explorer](#)
- [VEO Explorer](#)

Useful Links

- [Center for Economic Studies](#)
- [J2J Data](#)
- [LODES Data](#)
- [PSEO Data](#)
- [QWI Data](#)
- [VEO Data](#)
- [LED Workshop](#)

Contact Information

- Email us:
- [General](#)
 - [LODES/OnTheMap](#)
 - [QWI/QWI Explorer](#)
 - [J2J/J2J Explorer](#)
- or
- Census Call Center: [301-763-INFO \(4638\)](#) or [800-923-9282](#)
- [Further contact information](#)
- [Partner With Us](#)
- [Join an LEHD mailing list](#)

Announcements

- 04/22/21: [2021 LED Partnership Virtual Workshop on Friday, April 30](#)
- 04/22/21: [PSEO Expanded to include Institutions in Four Additional States](#)
- 03/24/21: [The LED Webinar Series Continues on April 21](#)
- 03/01/21: [The LED Webinar Series Continues on March 17](#)
- 02/23/21: [2021 LED Virtual Workshop Agenda Posted and Call for Workshop Presentations Extended](#)
- 02/17/21: [OnTheMap for Emergency Management 4.5 Released](#)
- 02/04/21: [QWI Weights Adjusted for 2020Q2](#)
- 02/01/21: [Call for Workshop Presentations for the 2021 LED Partnership Virtual Workshop](#)
- 01/22/21: [The LED Webinar Series Continues on December 2](#)
- 01/13/21: [Save the Date - 2021 LED Partnership Virtual Workshop Scheduled for April 30](#)
- 12/15/20: [Veteran Employment Outcomes \(VEO\) Aggregate Totals Released \(Experimental\)](#)
- 12/08/20: [OnTheMap Version 6.8 and 2018 LODES Data Released](#)
- 12/01/20: [November LED Webinar Rescheduled for December 2](#)
- 11/18/20: [November LED Webinar Cancelled](#)
- 10/28/20: [The LED Webinar Series Continues on November 18](#)
- 10/15/20: [PSEO Expanded to include Institutions in New York, Pennsylvania and Texas](#)
- 10/06/20: [The LED Webinar Series Continues on October 21](#)
- 09/29/20: [1.01 Version of J2J Explorer Released](#)
- 09/08/20: [The LED Webinar Series Continues on September 16](#)
- 08/05/20: [OnTheMap for Emergency Management 4.4.4 Released](#)
- 07/30/20: [The LED Webinar Series Continues on August 19](#)
- 07/21/20: [Veteran Employment Outcomes \(VEO\) State-Level Files Released \(Experimental\)](#)
- 06/29/20: [The LED Webinar Series Continues on July 22](#)
- 06/23/20: [2020Q2 J2J Released](#)
- 06/09/20: [The LED Webinar Series Continues on June 17](#)
- 05/05/20: [Veteran Employment Outcomes \(VEO\) Statistics Released \(Experimental\)](#)
- 04/21/20: [The LED Webinar Series Continues on May 20](#)
- 03/24/20: [The LED Webinar Series Continues on April 15](#)
- 02/26/20: [The LED Webinar Series Continues on March 18](#)
- 02/24/20: [OnTheMap for Emergency Management 4.4.3 Released](#)
- 02/12/20: [New Secure Electronic File Transfer Process for Local Employment Dynamics \(LED\) Partner File Submissions](#)
- 11/21/19: [1.0 Version of J2J Explorer Released](#)
- 11/15/19: [The LED Webinar Series Continues on December 4](#)
- 11/12/19: [PSEO Explorer Data Visualization Tool Released](#)
- 10/11/19: [The LED Webinar Series Continues on October 23](#)
- 09/18/19: [The LED Webinar Series Continues on September 18](#)
- 08/29/19: [OnTheMap Version 6.7 and 2016/2017 LODES Data Released](#)
- 08/20/19: [The LED Webinar Series Continues on August 21](#)
- 08/06/19: [PSEO Expanded to include Employment Flow Statistics](#)
- 07/22/19: [The LED Webinar Series Continues on July 23](#)
- 07/05/19: [Registration Open for 2019 LED Partnership Annual Workshop, September 4-5, 2019](#)
- 07/05/19: [OnTheMap for Emergency Management 4.4.2 Released](#)
- 05/31/19: [The LED Webinar Series Continues on June 26](#)
- 05/21/19: [Call for Workshop Presentations for the 2019 LED Partnership Annual Workshop](#)
- 05/17/19: [2019Q1 J2J Released](#)
- 04/24/19: [PSEO Statistics and Data Visualization Updated](#)
- 04/12/19: [The LED Webinar Series Continues on April 17](#)
- 04/01/19: [Missing Earnings Records Impute Implemented in R2019Q1 QWIs](#)
- 03/12/19: [The LED Webinar Series Continues on March 20](#)
- 02/12/19: [2018Q3 J2J Released](#)
- 02/07/19: [J2J Direct Download Restructuring Complete](#)
- 02/07/19: [The LED Webinar Series Continues on February 20](#)
- 02/07/19: [2018Q4 QWI Released](#)
- 10/31/18: [The LED Webinar Series Continues on November 13](#)
- 10/31/18: [2018Q3 QWI Released](#)
- 10/11/18: [Beta3 Version of J2J Explorer Released](#)
- 10/09/18: [PSEO Statistics Updated and Data Visualization Released](#)
- 10/02/18: [The LED Webinar Series Continues on October 17](#)
- 10/02/18: [QWI Direct Download Restructuring Complete](#)
- 09/05/18: [R2018Q3 QWI Delayed](#)
- 08/28/18: [2018Q2 J2J Released](#)
- 08/28/18: [The LED Webinar Series Continues on September 19](#)
- 07/12/18: [The LED Webinar Series Continues on July 18](#)
- 06/26/18: [2018Q2 QWI Released](#)
- 05/14/18: [The LED Webinar Series Continues on May 16](#)
- 05/14/18: [Restructuring of J2J Direct Download, Change of URL](#)
- 04/02/18: [The LED Webinar Series Continues on April 18](#)
- 03/26/18: [Post Secondary Employment Outcomes \(PSEO\) Statistics Released \(Beta\)](#)

OnTheMap 2018 Data Release on the US Census Bureau Website Announcements Page

EXHIBIT "C"-Proximity to Jobs-2017 Data

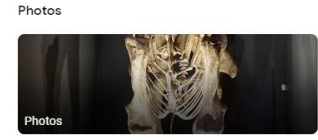


26°18'01.4"N 98°11'11.4"W
26.300378, -98.186510

- Directions
- Save
- Nearby
- Send to your phone
- Share

Edinburg, TX
6827+59 Edinburg, Texas
Add a missing place

Coordinates Used



Start Base Map Selection Results Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Work Area Profile Analysis
enter your own subtitle

Display Settings

Characteristic Filter: Total
Year: 2017

Map Controls

Color Key
Thermal Overlay
Point Overlay
Selection Outline
Identify Zoom to Selection
Clear Overlays Animate Overlays

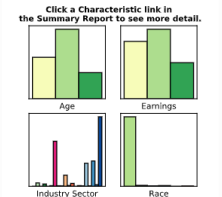
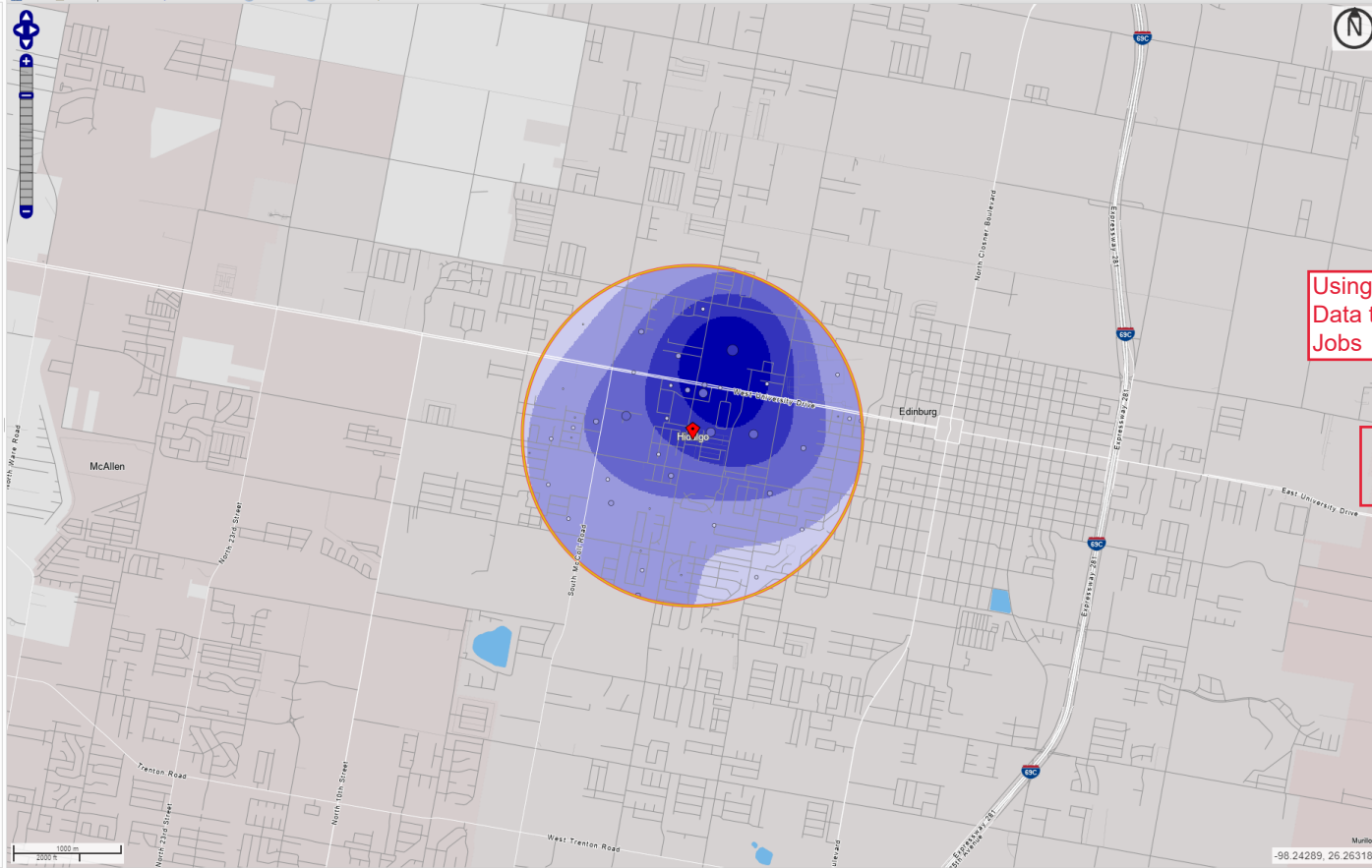
Report/Map Outputs

Detailed Report
Export Geography
Print Chart/Map

Legends

- 5 - 318 Jobs/Sq.Mile
- 319 - 1,260 Jobs/Sq.Mile
- 1,261 - 2,830 Jobs/Sq.Mile
- 2,831 - 5,028 Jobs/Sq.Mile
- 5,029 - 7,854 Jobs/Sq.Mile
- 1 - 4 Jobs
- 5 - 60 Jobs
- 61 - 304 Jobs
- 305 - 960 Jobs
- 961 - 2,343 Jobs
- Analysis Selection

Analysis Settings



Using 2017 On The Map Data the site gets 6,348 Jobs

Views Bar Chart

Total Primary Jobs		
	2017	
Total Primary Jobs	Count	Share
	6,348	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,919	30.2%
Age 30 to 54	3,220	50.7%
Age 55 or older	1,209	19.0%

Earnings

	2017	
	Count	Share
\$1,280 per month or less	2,234	35.2%
\$1,281 to \$3,333 per month	2,709	42.7%
More than \$3,333 per month	1,405	22.1%

NAICS Industry Sector

	2017	
	Count	Share
Agriculture, Forestry, Fishing and Hunting	1	0.0%
Mining, Quarrying, and Oil and Gas Extraction	114	1.8%
Utilities	0	0.0%
Construction	77	1.2%
Manufacturing	1	0.0%
Wholesale Trade	24	0.4%

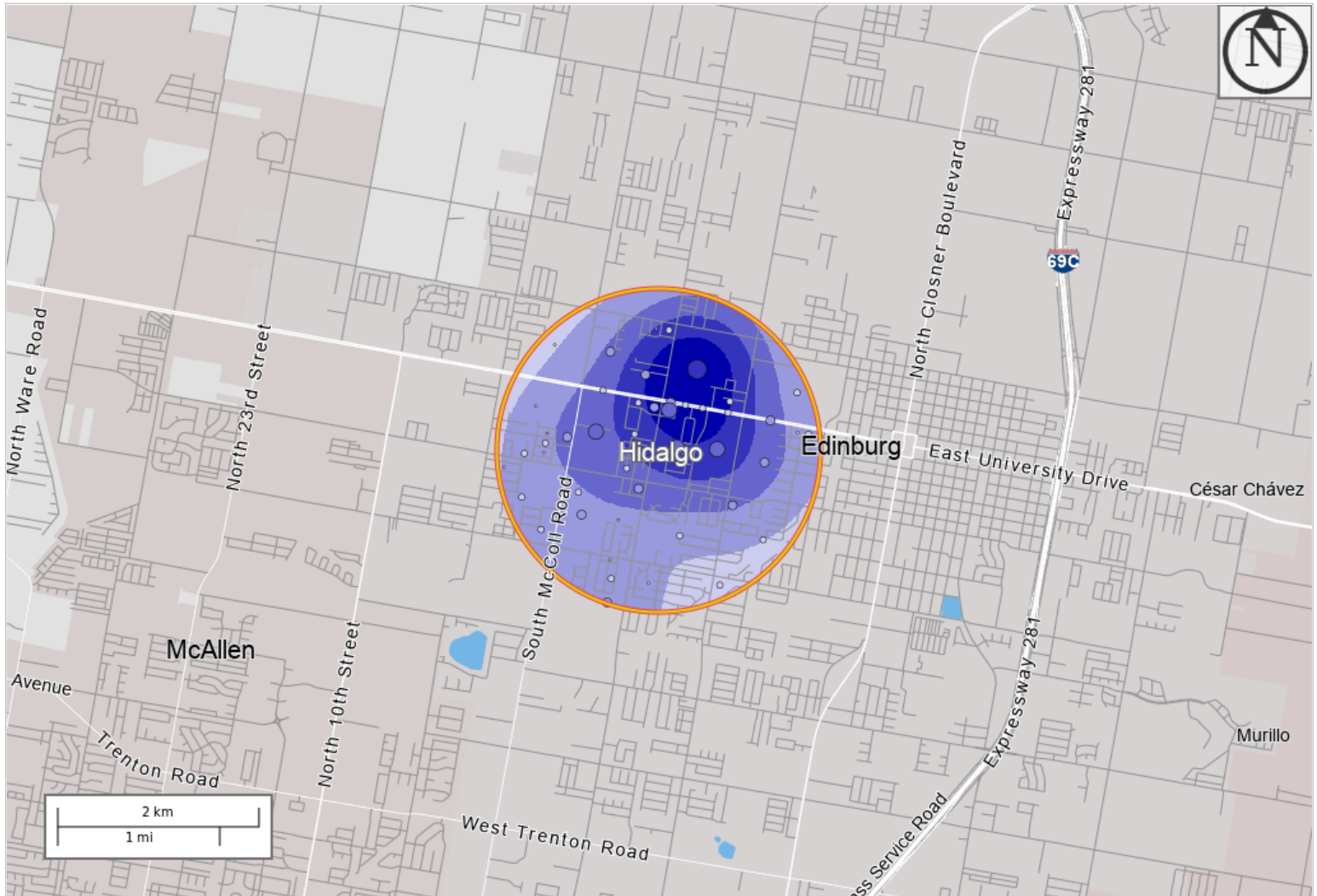
Work Area Profile Report

Primary Jobs for All Workers in 2017

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 04/30/2021

Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

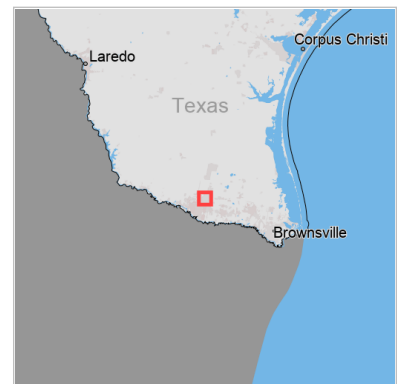
- 5 - 318
- 319 - 1,260
- 1,261 - 2,830
- 2,831 - 5,028
- 5,029 - 7,854

Job Count [Jobs/Census Block]

- 1 - 4
- 5 - 60
- 61 - 304
- 305 - 960
- 961 - 2,343

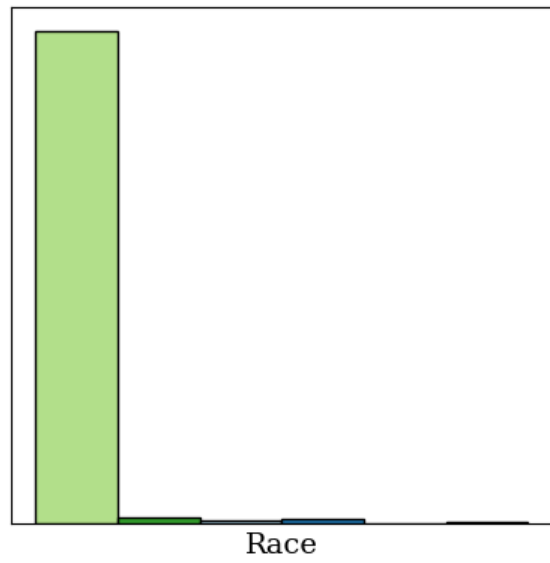
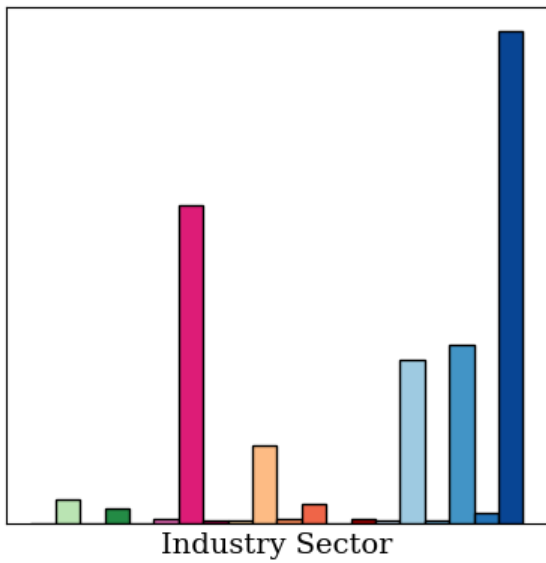
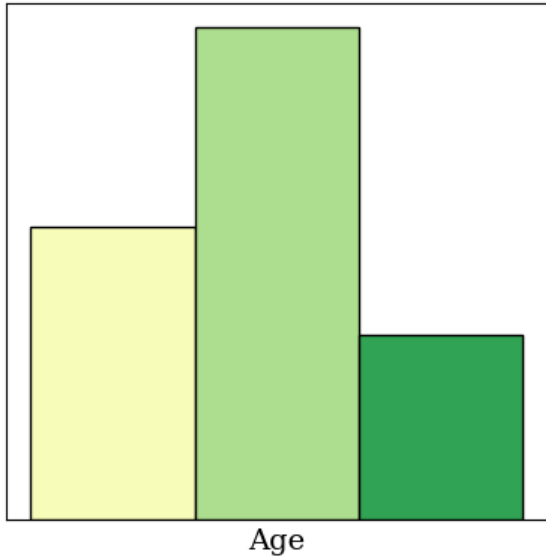
Selection Areas

- 📍 Analysis Selection



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area



Primary Jobs for All Workers by Total in 2017

Employed in Selection Area

Total	2017	
	Count	Share
Total Primary Jobs	6,348	100.0

21260

Mountain View Villas

Eagles Gate Apartments, LP

1329 East Lark Street
Springfield, MO 65804

May 3, 2021

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Request for Administrative Deficiency #21260 – Mountain View Villas

Dear Ms. Holloway:

Pursuant to 10 TAC §11.10, Eagles Gate Apartments, LP respectfully requests staff to review the “Proximity to Job Areas” documentation provided by the applicant for application #21260 – Mountain View Villas.

According to 10 TAC §11.9(7)(B), an application may qualify up to six points if the development is located within 1 mile of a specific number of jobs. Applicants were required to use the dataset available on or before October 1. On October 1, the 2018 dataset was not yet available, so all applicants were to use the 2017 information.

The applicant claimed 2 points and submitted information noting 4,670 total primary locations. However, we believe the applicant used 2018 data instead of 2017 data. The attached document shows the same location (using the exact same latitude and longitude information as the applicant used) can only claim 1 point, as there are only 4,273 total primary jobs available.

We respectfully ask that staff adjust this applicant’s score to reflect only 1 point for proximity to job areas.

We appreciate staff reviewing this matter. If you have any questions or would like further information, please do not hesitate to contact me at asinnott@wilhoitproperties.com or by phone at 631-241-3306.

Sincerely,

Andrew Sinnott

Andrew Sinnott
Representative of Eagles Gate Apartments, LP

Eagles Gate Apartments, LP
1329 East Lark Street
Springfield, MO 65804

Start Base Map Selection Results

Work Area Profile Analysis

enter your own subtitle

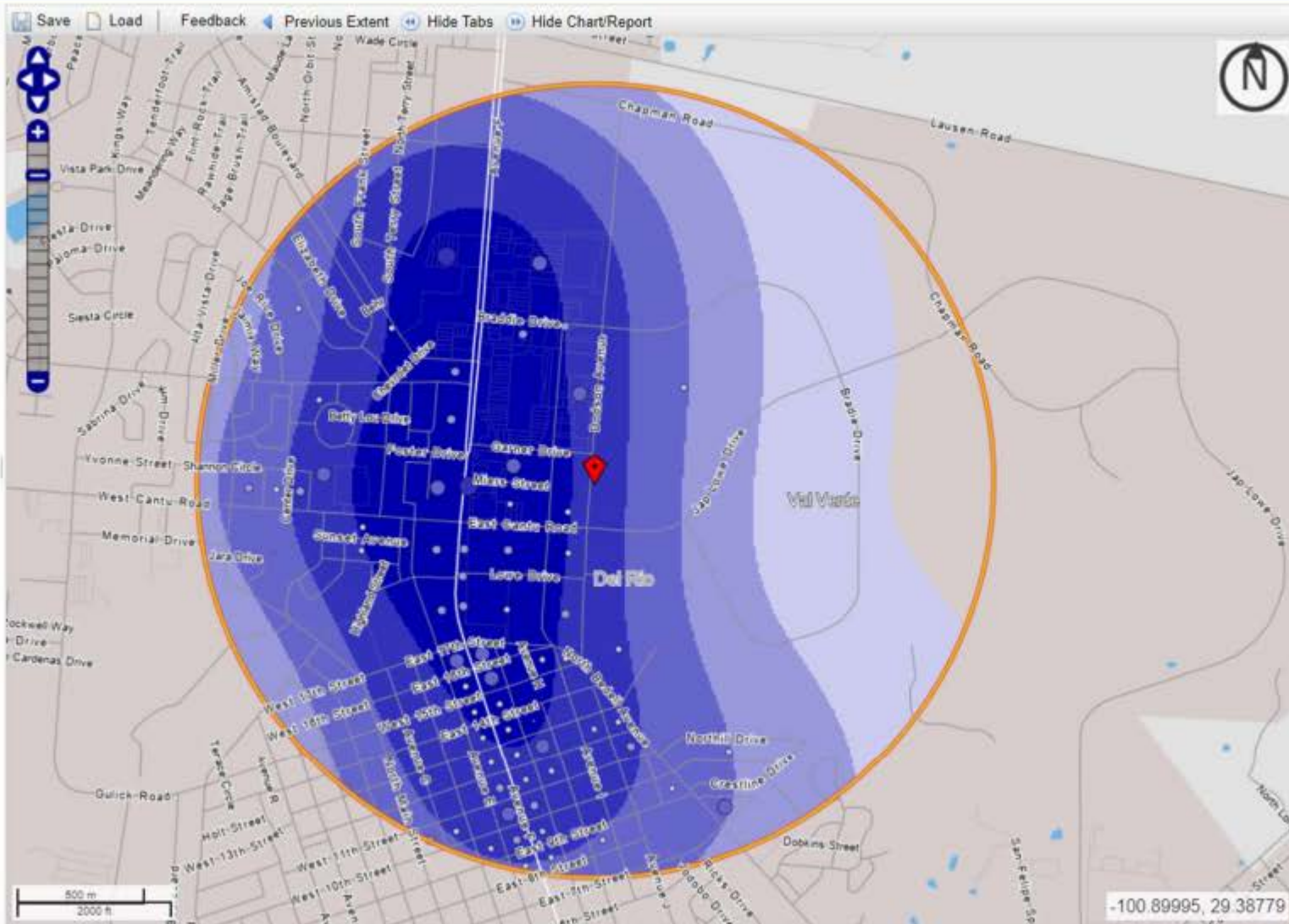
Display Settings
 Characteristic Filter Total
 Year 2018

Map Controls
 Color Key
 Thermal Overlay
 Point Overlay
 Selection Outline
 Identify Zoom to Selection
 Clear Overlays Animate Overlays

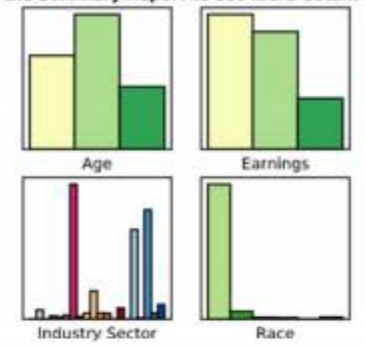
Report/Map Outputs
 Detailed Report
 Export Geography
 Print Chart/Map

Legends
 5 - 171 Jobs/Sq.Mile
 172 - 671 Jobs/Sq.Mile
 672 - 1,504 Jobs/Sq.Mile
 1,505 - 2,669 Jobs/Sq.Mile
 2,670 - 4,169 Jobs/Sq.Mile
 1 - 2 Jobs
 3 - 22 Jobs
 23 - 109 Jobs
 110 - 343 Jobs
 344 - 836 Jobs

Change Settings



Click a Characteristic link in the Summary Report to see more detail.



View as Bar Chart

Total Primary Jobs

	2018	
	Count	Share
Total Primary Jobs	4,670	100.0%

Worker Age

	2018	
	Count	Share
Age 29 or younger	1,503	32.2%
Age 30 to 54	2,164	46.3%
Age 55 or older	1,003	21.5%

Earnings

	2018	
	Count	Share
\$1,250 per month or less	2,077	44.5%
\$1,251 to \$3,333 per month	1,810	38.8%
More than \$3,333 per month	783	16.8%

Start Base Map Selection Results

Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Welcome to OnTheMap!

Start an analysis by using one of the tools below (Search, Import Geography, or Load .OTM file). Hover over the Help icons located throughout the application to see Help tips for using specific functionality. Sections in the control panel can be collapsed or opened by clicking the section title

2018 data now available!
[Read New Data Notice \(12/8/2020\)](#)

Search

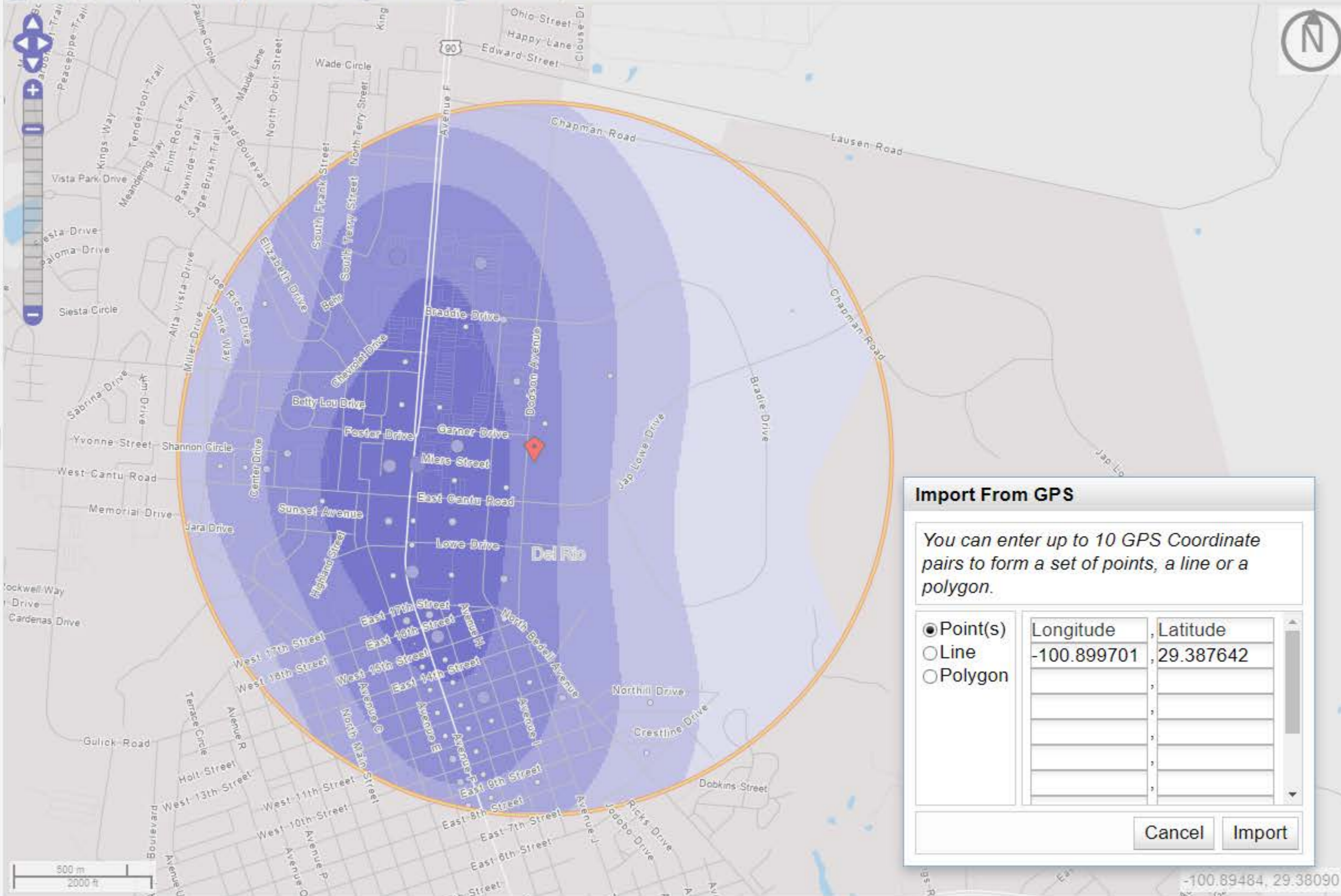
Search All Names

Import Geography

[Import from KML](#)
[Import from SHP](#)
[Import from GPS](#)

Load .OTM File

Click the "Load" button below to load a .OTM file.



Import From GPS

You can enter up to 10 GPS Coordinate pairs to form a set of points, a line or a polygon.

Point(s)
 Line
 Polygon

Longitude	Latitude
-100.899701	29.387642

Click a Characteristic link in the Summary Report to see more detail.



View as

Total Primary Jobs

	2017	
	Count	Share
Total Primary Jobs	4,273	100.0%

Worker Age

	2017	
	Count	Share
Age 29 or younger	1,406	32.9%
Age 30 to 54	1,990	46.6%
Age 55 or older	877	20.5%

Earnings

	2017	
	Count	Share
\$1,250 per month or less	1,975	46.2%
\$1,251 to \$3,333 per month	1,653	38.7%
More than \$3,333 per month	645	15.1%

NAICS Industry Sector

21261

The Ponderosa



FISH POND LIVING AT ALICE, LP

May 3, 2021

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Alena Morgan, 9% HTC Administrator – alena.morgan@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #21261 – The Ponderosa, Alice, Texas

Dear Ms. Holloway and Ms. Morgan,

Pursuant to §11.10 of the 2021 Qualified Allocation Plan (the “QAP”), please let this letter serve as our Third-Party Request for Administrative Deficiency (“RFAD”) with regards to Application # 21261 (“The Application”). A copy of this request is being delivered simultaneously to representatives of The Application.

We have identified the following areas where the Pre-application and Application failed to meet threshold and/or failed to substantiate eligibility of points requested.

Pre-Application Threshold Issue #1

§11.8(b) of the QAP states: “*Pre-Application Threshold Criteria. Pursuant to Tex. Gov't Code §2306.6704(c) pre-applications will be terminated unless they meet the threshold criteria described in subsection (a) of this section and paragraphs (1) and (2) of this subsection.*” §11.8(b)(1)(I) continues stating:

“*Disclosure of the following Neighborhood Risk Factors under §11.101(a)(3):*

- (i) *The Development Site is located in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.*
- (ii) *The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a **TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding** or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.*”

The Ponderosa is located within the attendance zone of Schallert Elementary school, which has a TEA Accountability rating of D for the most recent year available prior to Application and an Improvement Required rating by TEA for the most recent available year preceding (see Exhibit A).

The clip below was taken directly from The Ponderosa Pre-Application. No disclosure related to Neighborhood Risk Factors was included in The Ponderosa Pre-Application. At full Application, the Development Owner's Certification did not disclose the presence of a Neighborhood Risk Factor. Additionally, The Ponderosa Application submission omitted the zoning and school rating information from Tab 7 entirely and no support documentation for school ratings was provided behind Tab 8.

Attachments and Certifications

Site Control Documentation: [Receipted Contract.pdf](#)

Census Tract Map: [CT ALICE FINAL.pdf](#)

Neighborhood Risk Factors:

Other Pertinent Information:

The QAP reinforces the disclosure requirement under §11.101(a)(3)(A), stating *"If the Development Site has any of the characteristics described in subparagraph (B) of this paragraph, the Applicant must disclose the presence of such characteristics in the Application submitted to the Department. For **Competitive HTC Applications**, an Applicant **must disclose at pre-application as required by §11.8(b) of this chapter...** Should staff determine that the Development Site has any of the characteristics described in subparagraph (B) of this paragraph **and such characteristics were not disclosed, staff will issue a Material Deficiency. An Applicant's own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.**"*

Accordingly, we respectfully request the Pre-Application for The Ponderosa be terminated for failing to disclose the under-performing school, which is a threshold requirement.

Pre-Application Threshold Issue #2: Failed to Notify Newly-Elected County Commissioner

§11.8 (b)(2)(B) Notification Recipients states *"Officials to be notified are those officials **in office at the time the pre-application is submitted.**"* §11.8 (b)(2)(B)(vii) requires *"All elected members of the Governing Body of the county in which the Development Site is located."* The November 3, 2020 election results¹ show Renee Kirchoff Chapa beat Carlos Gonzalez in the County Commissioner race. Commissioner Kirchoff Chapa was sworn into office January 1, 2021 as shown on Exhibit B. The Ponderosa Pre-Application was submitted on January 8, 2021, listing Carlos D. Gonzalez as a County Commissioner and omitting Renee Kirchoff Chapa.

¹ <https://www.alicetx.com/story/news/2020/11/04/jim-wells-county-unofficial-numbers-election-year-2020/6156970002/>

Notification Section from The Ponderosa Pre-Application # 21261

Notifications

U.S. Representative:	Filemon Vela	District: 34
State Senator:	Juan Chuy Hinojosa	District: 20
State Representative:	J. M. Lozano	District: 43
School Superintendent:	Dr. Carl Scarbrough	
School District:	Alice ISD	
School District Address:	2 Coyate Trail Alice, TX 78332	
Presiding Officer of Board of Trustees:	Margarito (Maggie) Perez	
Address:	2818 Cr 342 Alice, TX 78332	
Elected Officials:	Jolene B. Vanover Robert R. Molina Pete H. Crisp Ron L. Burke Sandra Bowen Juan Rodriguez, Jr. Margie H. Gonzalez Ventura Garcia Carlos D. Gonzalez Wicho Gonzalez	Mayor Mayor Pro Tem City Council Member City Council Member City Council Member County Judge County Commissioner County Commissioner County Commissioner
Neighborhood Organizations:	None	

§11.203(2) relating to Notification Recipients states “No later than the date the Application is submitted, notification must be sent to all of the entities identified in subparagraphs (A) - (H) of this paragraph.” §11.203(2)(G) specifically requires “All elected members of the Governing Body of the county in which the Development Site is located” to be notified.” The Development Owner’s Certification included in the full Application did not mark any elections under Certification of Notifications. Furthermore, tab 14 of the Application represents that Elected Officials were identified at pre-application and no changes have been made.

Section of Tab 14 from The Ponderosa Application # 21264:

Elected Officials

Elected officials were identified in the Pre-Application , and there have been no changes.
(If box above is checked, the rest of the form may be left BLANK .)

Elected officials have changed since the Pre-Application was submitted , and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted .

Please identify all elected officials which represent the Development Site.

** US Representative		District

The Ponderosa Application failed to provide evidence that Commissioner Kirchoff Chapa was ever notified at Pre-Application or full Application. Accordingly, we respectfully request the Pre-Application for The Ponderosa be terminated.

Threshold Issue #3: Increase in density triggered renotification

§11.203 states the following: *“Re-notification is **required** by all Applicants who have submitted a change from pre-application to Application that reflects a total Unit increase of greater than 10% or a **5% increase in density (calculated as units per acre) as a result of a change in the size of the Development Site.**”*

Pre-Application #21261 was submitted with 56 units proposed on 15.57 acres (see Exhibit A of the Commercial Contract - Unimproved Property included in this package as Exhibit C). Page 120 of the full Application shows an amendment effective February 24, 2021 modifying the acreage to 13.988 from 15.757. Page 123 of the full Application further amends the site acreage to include 14.003 acres from 15.757. Please note, while the sum of the parcels shown in the contract at pre-application total 15.57, the amendments refer to 15.757 as the original acreage. Whether 15.57 or 15.757 was used as the original acreage, the final density calculation results in an increase greater than 5%.

	Summation of Parcels at Pre-Application	Original Acreage Referenced in Amendments	1st amendment	2nd amendment
Acreage	15.57	15.757	13.988	14.003
Units	56	56	56	56
Density (units/acre)	3.59666	3.55397601	4.0034315	3.999143
Maximum Allowable 5% Density Increase Limit (units/acre)	3.776493	3.73167481	N/A	N/A
Actual Density % Increase	N/A	N/A	11.3097%	11.1905%

The Applicant indicated that no renotifications were made on tab 14 of the Application (see snip above) and no selections were made at all under the Certification of Notifications included in the Development Owner’s Certification. We respectfully request that the Applicant provide evidence that renotifications regarding change in density were made, or the Application should be terminated.

Threshold Issue #4 – Required Documentation for Application Submission

§11.204(1) regarding Certification, Acknowledgement and Consent of Development Owner states *“A certification of the information in this subchapter as well as Subchapter B of this chapter must be executed by the Development Owner **and addresses the specific requirements associated with the Development.**”*

While the Applicant provided the signature page to the Development Owner Certification, no elections of the specific requirements regarding Unused Credit or Penalty Fee, Termination of Relationship in An Affordable Housing Transaction, Voluntary Compliance Agreement with any Governmental Agency, Undesirable Site Features, Neighborhood Risk Factors, Certification of Notifications, or Waiver of Rules were made in the Certification.

§11.204 specifies, *“The purpose of this section is to identify the threshold documentation that is required **at the time of Application submission**, unless specifically indicated or otherwise required by Department*

rule.” Without the specific requirements associated with the Development marked, the Development Owner Certification included in The Ponderosa Application fails to meet threshold. Accordingly, we request the Application be terminated for failure to meet this threshold requirement.

Scoring Issue #1: Ineligible for Pre-application Participation points

§11.9(e)(3) related to Pre-application Participation states “An Application may qualify to receive up to six (6) points provided a pre-application was submitted by the Pre-Application Final Delivery Date. **Applications that meet all of the requirements described in subparagraphs (A) – (H) of this paragraph will qualify for six (6) points”**

§11.9(e)(3)(G)(ii) of the QAP states “The Development Site **does not have the following Neighborhood Risk Factors as described in 10 TAC §11.101(a)(3) that were not disclosed with the pre-application:**

- (ii) **The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding or a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.”**

As previously stated, The Ponderosa did not disclose the presence of the under-performing school at Pre-Application or full Application, as required. Therefore, the Application should be ineligible to claim 6 points under §11.9(e)(3) of the QAP

Scoring Issue #2: Cost of Development per Square Foot – Not eligible for 12 points

The Ponderosa qualifies as a high cost development as defined by §11.9(e)(2)(A) of the QAP. §11.9(e)(2)(B) of the QAP states, “Applications proposing New Construction or Reconstruction or Adaptive Reuse will be eligible for twelve (12) points if one of the following conditions is met:

- (i) the voluntary Eligible Building Cost per square foot is less than \$78.73 per square foot;
- (ii) **the voluntary Eligible Building Cost per square foot is less than \$84.36 per square foot, and the Development meets the definition of a high cost development;**
- (iii) the voluntary Eligible Hard Cost per square foot is less than \$101.23 per square foot; or
- (iv) the voluntary Eligible Hard Cost per square foot is less than \$112.48 per square foot, and the Development meets the definition of high cost development.”

Tab 30 (pg 214) of the Application shows the Voluntary Eligible Building Costs restricted to \$84.56 psf. This cost is \$0.21 over the maximum allowable cost per square foot to claim 12 points. We respectfully request the Application score be reduced by one point in this category.

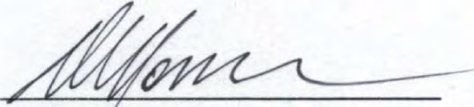
Subtotal Building Costs Before 11.9(e)(2)	\$5,037,850	\$0	\$5,007,850
Voluntary Eligible Building Costs (After 11.9(e)(2))*			
Enter amount to be used to achieve desired score.	\$84.56 psf	\$4,290,300	

In conclusion, we believe the threshold issues identified are grounds for termination of The Ponderosa Application. However, at a minimum, should staff determine the issues are curable by Administrative

Deficiency, we respectfully request the application be deducted 6 points under *Pre-application Participation* and 1 point under *Cost of Development per Square Foot*.

If you have any questions or would like to discuss these items further, please do not hesitate to contact me directly at (512) 970-3889 or via email at dfournier@fishpondliving.com any time.

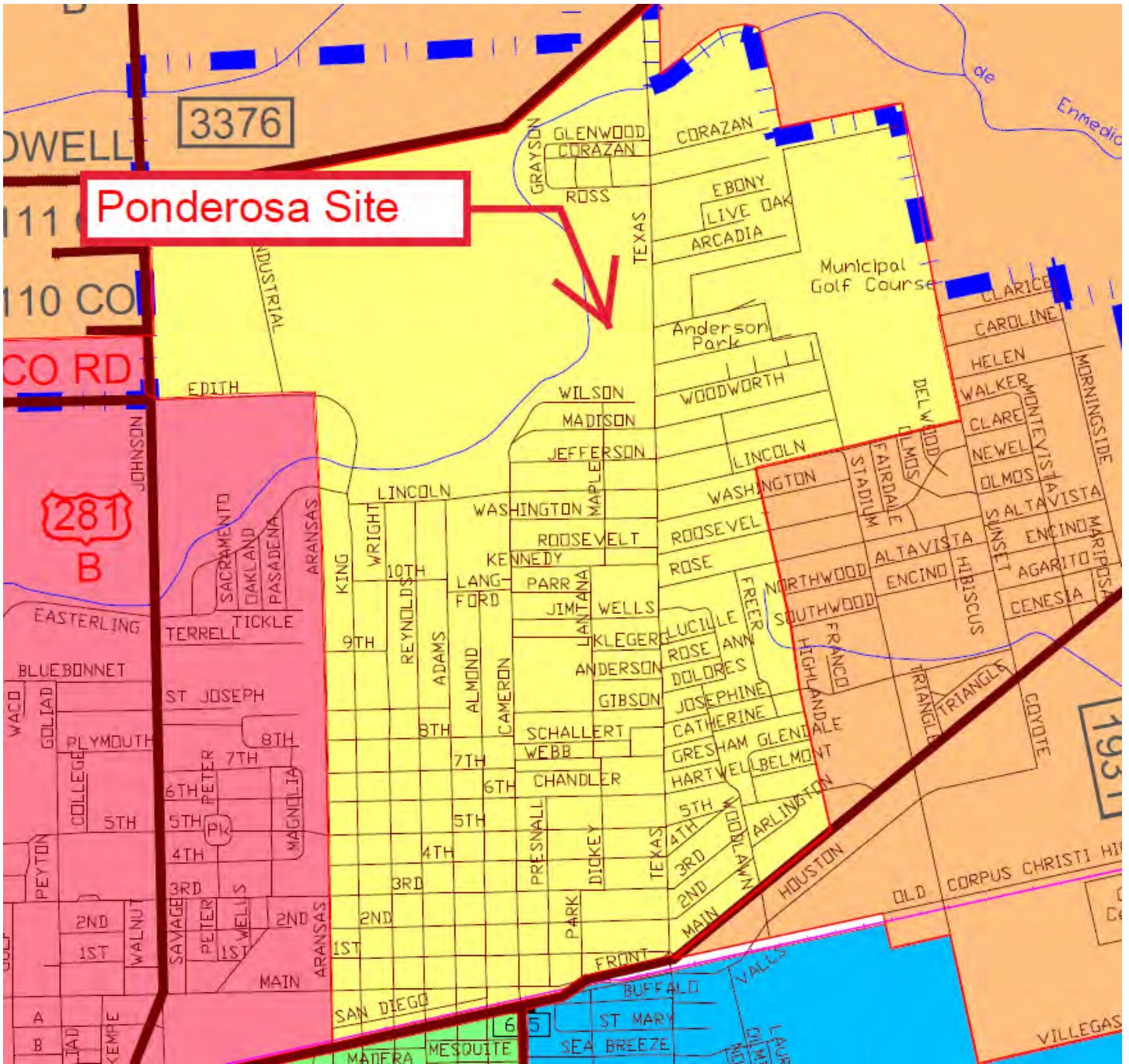
Sincerely,



David Fournier
Managing Member for
Fish Pond Development, LLC

CC: Lora Myrick, Juli Gonzalez, Rick Deyoe, Alma Cobb

EXHIBIT A – ZOOMED IN IMAGE OF ALICE ISD ELEMENTARY SCHOOL ZONE MAP



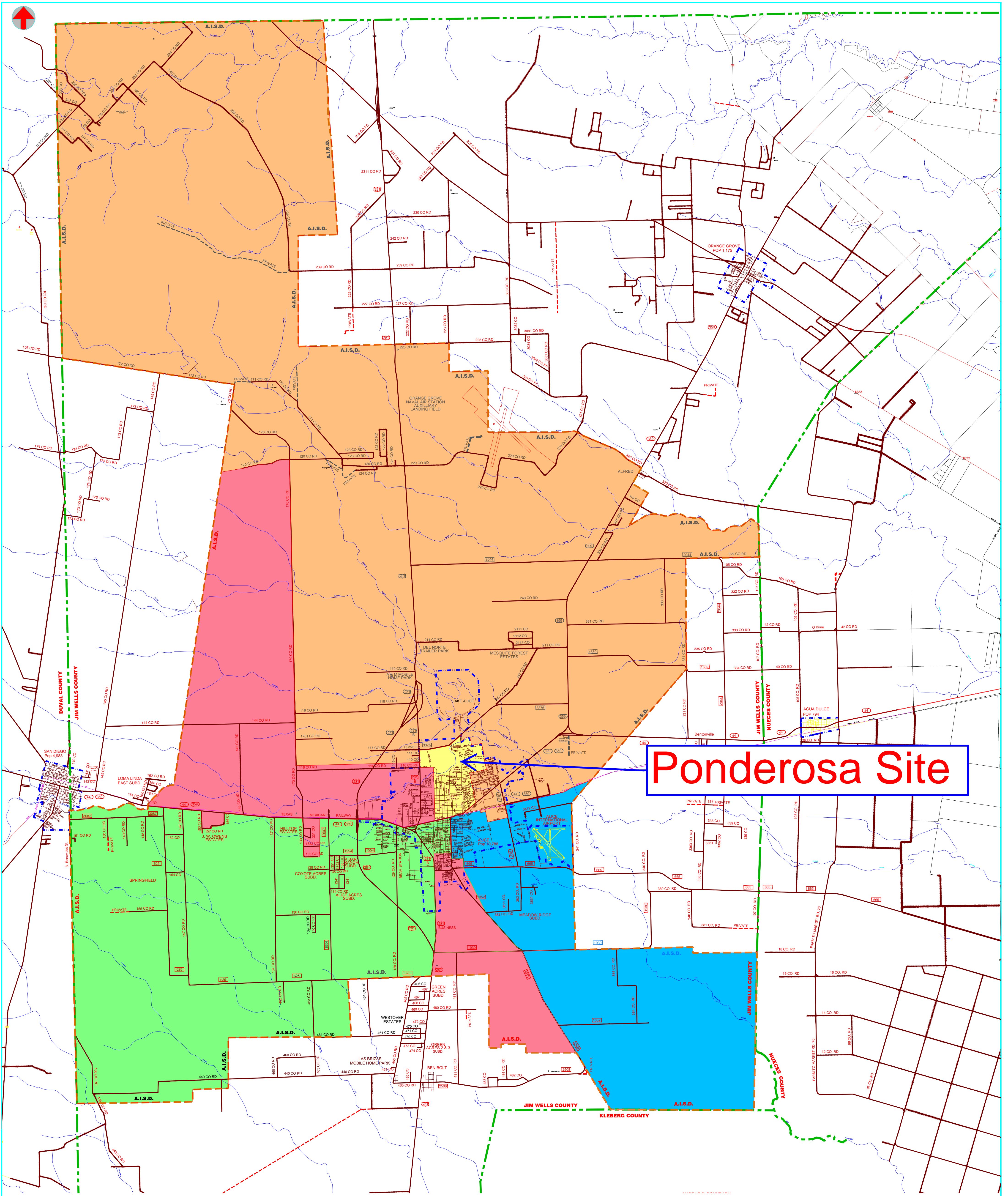
SCHOOL ZONE LIMITS

- HILLCREST
- NOONAN
- SAENZ
- SALAZAR
- SCHALLERT

LEGEND

- ALICE I.S.D. BOUNDARY
- COUNTY LINE
- CITY LIMIT LINE (ALICE)
- CREEK
- PRIVATE ROADS
- RAIL ROAD
- ROADS

EXHIBIT A - ALICE ISD FULL ELEMENTARY SCHOOL ZONE MAP

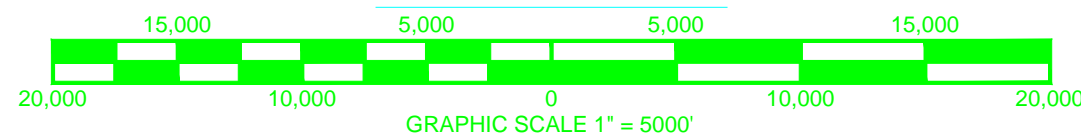


Ponderosa Site

SCHOOL ZONE LIMITS

- HILLCREST
- NOONAN
- SAENZ
- SALAZAR
- SCHALLERT

EXHIBIT



SHOWING AN EXHIBIT OF THE APPROXIMATE LOCATION OF THE ALICE INDEPENDENT SCHOOL DISTRICT COVERAGE AREA IN JIM WELLS COUNTY, TEXAS.

LEGEND

- ALICE ISD BOUNDARY
- COUNTY LINE
- CITY LIMIT LINE (AUDEX)
- CREEK
- PRIVATE ROADS
- RAIL ROAD
- ROADS

* THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A SURVEY PERFORMED ON THE GROUND.



EXHIBIT A - SCHALLERT ELEMENTARY 2019 TEA RATING

Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes

Finance Data Search

Texas Education Agency 2019 Accountability Ratings Overall Summary SCHALLERT EL (125901107) - ALICE ISD

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		69	D
Student Achievement		65	D
STAAR Performance	38	65	
College, Career and Military Readiness Graduation Rate			
School Progress		72	C
Academic Growth	63	59	F
Relative Performance (Eco Dis: 86.9%)	38	72	C
Closing the Gaps	27	62	D

Identification of Schools for Improvement

This campus is a comprehensive support and improvement progress school.

Distinction Designations

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



EXHIBIT A - SCHALLERT ELEMENTARY 2018 TEA RATING

Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes

Finance Data Search

Texas Education Agency

2018 Accountability Ratings Overall Summary

SCHALLERT EL (125901107) - ALICE ISD

	Component Score	Scaled Score	Rating
Overall		48	Improvement Required
Student Achievement		54	Improvement Required
STAAR Performance	28	54	
College, Career and Military Readiness Graduation Rate			
School Progress		51	Improvement Required
Academic Growth	38	47	Improvement Required
Relative Performance (Eco Dis: 57.7%)	28	51	Improvement Required
Closing the Gaps	2	33	Improvement Required

Distinction Designations

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

EXHIBIT B - SHOWING DATE COMMISSIONER KIRCHOFF CHAPA ENTERED OFFICE



Language: English



Search the directory

Search

Renee K. Chapa (R)

Last modified on: 01-10-2021 22:35:49

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County Commissioner
([Jim Wells \(/online/county/detail.php?id=125\)](#))

Entered office 01-01-2021

Term Ends 12-31-2024

District 3

General Information

[Download vCard](#) [online/vcard?id=66346&office=14032](#) [online/aboutcards](#)

[Add to Favorites](#) [online/add_favorite?name=Renee K. Chapa](#)

Contact and Phone Numbers

Phone 1737

Range 78372

Phone 361 384-2747

Phone 361 384-0417

[General Contact for Jim Wells](#)

Street

200 N. Almond

Alice, TX 78332

Phone 361 668-5706

Phone 361 668-8671

Email uan.rodriquez@co.jim-wells.tx.us

Website www.co.jim-wells.tx.us

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COUNTY OF JIM WELLS

JUAN RODRIGUEZ, JR.
County Judge

200 N. Almond
Alice, Texas 78332

Ph: (361) 668-5706
Fax: (361) 688-8671

JUAN RODRIGUEZ, JR. Presiding
NOTICE OF PUBLIC HEARING OF THE
COMMISSIONERS' COURT OF JIM WELLS COUNTY, TEXAS

Pursuant to Article 551 of the Texas Government Code notice is hereby given that a Special meeting of the Commissioners' Court of Jim Wells County, Texas will be held in the County Courtroom on **January 1, 2021**, at 9:00 AM.

1. Open Meeting
2. Pledge of Allegiance
3. Public Testimony (HB 2840) –

Non-Agenda Items: Any person may appear before the court at this time to speak regarding any **general** issue or matter that is not on the agenda. Comments shall be limited to 3 minutes unless extended by permission of the Commissioner Court.

Agenda Items: Any person wishing to speak before or during consideration of a **specific** agenda item shall add their name, address and phone number to the public sign in sheet along with the agenda item number they wish to speak to. Public speakers shall wait to be recognized by the presiding officer before approaching the speaker's podium to make comments. Comments shall be limited to 3 minutes unless extended by permission of the Commissioner Court.

4. **Administer Oath of Office to elected officials.**
5. Approve Bond of elected officials.
6. Adjourn

Signed:
JUAN RODRIGUEZ, JR.
County Judge
12/29/2020

This Facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the County Judge's Office at (361) 668-5706 or Fax (361) 668-8671 for further information.

Persons addressing Commissioners' Court under "Public to speak" agenda item, should limit their comments to a maximum of three minutes. Please be advised the "Open Meeting Act" prohibits Commissioners' Court from responding and discussing your comments at length. The law only authorizes to do the following:

1. Make a statement of factual information
2. Recite an existing policy in response to the inquiry
3. Advise the entity that this subject will be placed on the agenda at a later date
4. Receive information

Executive Sessions

The Commissioners Court of Jim Wells County, Texas, reserves the right to adjourn into Executive Session at

EXHIBIT C - FROM THE PONDEROSA COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

EXHIBIT A AERIAL



21275

Avanti Heritage Park

Via Email

Ms. Alena R. Morgan, JD
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E. 11th St.
Austin, TX 78701

RE: Avanti Heritage Park, TDHCA #21275
Third Party Request for Administrative Deficiency

Dear Ms. Morgan,

The purpose of this letter is to file a Request for an Administrative Deficiency for the above-referenced 2021 9% tax credit application as defined in §11.10 of the 2021 Qualified Allocation Plan (QAP).

It has come to our attention that the application's site control was terminated and the applicant's site control has lapsed. Therefore application #21275 Avanti Heritage Park should be terminated.

Section 11.204(10) of the QAP states "...The Department may request documentation at any time after submission of an Application of the Development Owner's ability to compel title of any Affiliated property acquisition(s) and the Development Owner must be able to promptly provide such documentation or the Application, award, or Commitment may be terminated."

Therefore, we request the applicant provide evidence from the Title Company that the contract has not been terminated at any time and is still valid without interruption from its inception.

Please let me know if you have any questions.

Sincerely,



Authorized Representative
Palms at Blucher Park

Cc: #21275 Avanti Heritage Park
Enrique Flores, IV - hflores@madhousedevlopment.net
Toby Williams - twilliams@madhousedevlopment.net

attachment - Email

Brad McMurray

From: George B. Clower <gbclower@aol.com>
Sent: Monday, May 3, 2021 3:47 PM
To: Ray Lucas (luke007rhl@aol.com)
Cc: Brad McMurray
Subject: Fwd: Chaparral & Fitzgerald

Ray:

In discussion with Wayne Lundquist the broker for TRT, the contract on the Chaparral & Fitzgerald property has been terminated and the property is available for sale. The asking price for the property is \$1.2 million. See the below response from Wayne.

Any questions, please let me know.

GBC1



THE CLOWER COMPANY
Brokerage | Development | Management

GEORGE B. CLOWER
P.O Box 2525
Corpus Christi, TX 78403
361.880.4111 w.
361.880.4118 f.
361.688.9542 c.
gbclower@aol.com

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-----Original Message-----

From: Wayne Lundquist <wayne@clarealtors.com>
To: gbclower <gbclower@aol.com>
Sent: Mon, May 3, 2021 3:39 pm
Subject: Re: Chaparral & Fitzgerald

Yes it is available for 1.2 million

Sent from my iPhone

On May 3, 2021, at 2:28 PM, gbclower <gbclower@aol.com> wrote:

Wayne:

What is the status of the TRT property at Chaparral and Fitzgerald. Is it available. If so can you confirm the asking price.

Thanks.

GBC1

Sent from my T-Mobile 4G LTE Device

21290

FishPond at Alice

April 29, 2020

VIA Electronic Mail

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701
Attn.: Ms. Marni Holloway
Ms. Alena R. Morgan

RE: RFAD to TDHCA Application #21290
Fish Pond at Alice, Texas

Dear Ms. Holloway and Morgan;

In accordance with Section §11.10 of the 2021 Qualified Allocation Plan, please allow this letter to serve as our Third-Party Request for Administrative Deficiency (RFAD) against the above reference 2021 9% HTC application located in Rural Region 10.

The RFAD is being submitted by The Ponderosa, Ltd., the applicant for TDHCA Application #21261. The contact information for the applicant is as follows: The Ponderosa, Ltd (Attn: Rick J. Deyoe)1114 Lost Creek Blvd, Suite G20, Austin, Texas 78746, (512) 306-9206 x103. The RFAD is being submitted for the following reasons:

1. Pre-Application Section §2306.6704

Applicant elected six (6) points for submitting a pre-application. However, the applicant made significant changes to his application between the Pre-Application stage and the full application. Specifically, at the Pre-application stage the applicant advised TDHCA that they would be constructing 80 elderly units at a tax credit request of \$700,000. That was also what was represented to the city of Alice in the applicants request for a Resolution of Support. However, at the full application stage, the applicant made significant changes to his application and is only requesting 69 units but now at a tax credit request of \$1,064,977. While the number of units decreased by 14%, the amount of tax credits requested increased by 65.72% signifying a significant change from pre-application to full application.

2. Local Government Support §11.9(d)(1)(B) - Points in reference to the Resolution submitted from the City of Alice

At the city council meeting the applicant represented to the city council that they were proposing to build 80-units to the council when obtaining their Resolution of Support. City officials were

not made aware that the applicant had reduced his number of units from 80 to 69 while increasing his credit request by 65.72%.

3. Financial Feasibility (§11.9(e)(1)) -

Based on actual construction costs in rural Region 10 (we currently have a project under construction in this region and are on GC #2 as a result of significant construction cost increases in the region), the new construction costs that are contemplated for this development are well below the region's average. Taking into consideration that 8.23% of the total hard cost is for demolition and asbestos removal (\$600,000), and given the remaining current projected hard costs for the new construction for a midrise (4 story) building, the construction costs appear far less than those costs currently being realized in the region, the project does not appear to be financially feasible.

For example, the same site was submitted for (and awarded) tax credits in 2019 (TDHCA #19125 Alice Lofts) wherein the developer was proposing to rehab the existing development into 44 residential lofts. The estimated costs for demolition in that approved application was \$862,000, while the estimated approved costs for asbestos removal was \$877,500! That is a huge discrepancy in just 2 of the construction line items, neither of which has anything to do with new hard cost construction. Further, the approved TDHCA construction costs associated with this exact site in 2019 was \$10,776,342.

Based on the applicant's application, the developer is already deferring \$490,755 of developer fee. The Developer's Pro Forma in the application shows that throughout the 15-year compliance period that the development will be able to provide \$491,642 in cash flow. That is only \$887 more than the deferred fee. Given the extremely low construction hard costs per unit (\$109,953 after demo) and the fact that the unit is barely covering its operating expenses and debt service, this project does not appear to be financially feasible when comparing it to the previously approved TDHCA project that was proposed on the site, the discrepancies in demo and asbestos removal costs, and recent significant increases experienced in the construction industry today.

Based on the information and evidence that we have provided in this challenge to Application # 21290, we request that TDHCA review the Third-Party Request for Administrative Deficiency and make the necessary reductions to the overall score as appropriate.

Thank you for your consideration of this RFAD.

Sincerely,

Rick J Deyoe



Cc: David Fournier
Julie Gonzales

21291

The Legacy in Denton

May 3, 2021

Ms. Alena Morgan
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 21291 The Legacy in Denton

Dear Ms. Morgan:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21291 The Legacy in Denton. This RFAD concerns several items regarding scoring as well as a Threshold issues involving Site Control.

The 2021 QAP provides direction regarding the Applicant's ability to correct or clarify information in the Application; however, there are some limitations. When considering the following restrictions, this Applicant should not be able to correct the issues identified in this RFAD.

The QAP definition of Administrative Deficiency in 11.1(d)(2) states the following:

If an Applicant claims points for a scoring item, but provides supporting documentation that would support fewer points for that item, staff would treat this as an inconsistency and issue an Administrative Deficiency which will result in a correction of the claimed points to align with the provided supporting documentation. If the supporting documentation is not provided for claimed points, the item would be assigned no points.

The QAP definition of Material Deficiency in 11.1(d)(78) states the following:

Inability to provide documentation that existed prior to submission of an Application to substantiate claimed points or meet threshold requirements is material and may result in denial of the requested points or a termination in the case of threshold items. It is possible that multiple deficiencies that could individually be characterized as Administrative Deficiencies, when taken as a whole would create a need for substantial re-review of the Application and as such would be characterized as constituting a Material Deficiency.

The Deficiency Process Section in 11.201(7)(B) states the following:

Applicants may not use the Deficiency Process to increase a scoring item's points or to change any aspect of the proposed Development, financing structure, or other element of the Application.

The General Information Section in 11.9(a) of Competitive HTC Selection Criteria states the following:

Due to the highly competitive nature of the program, Applicants that elect points where supporting documentation is required but fail to provide any supporting documentation will not be allowed to cure the issue through an Administrative Deficiency. However, Department staff may provide the Applicant an opportunity to explain how they believe the Application, as submitted, meets the requirements for points or otherwise satisfies the requirements.

11.9(e)(2) Cost of Development per Square Foot

This section of the QAP specifies point values for a stated voluntary cost of the development per square foot. This calculation is found in the Development Cost Schedule, and it is the Applicant's responsibility to provide a figure for either Voluntary Eligible Building Costs or Voluntary Eligible "Hard Costs" and the form automatically calculates the Cost per Square Foot based on the Rent Schedule. Neither the Rent Schedule, Building Unit Configuration form, or Architectural Plans have an NRA that matches. The Rent Schedule in the Application has the greatest indicated NRA of 213,044 while the architectural plans indicate 212,655.

The Applicant inputted a Voluntary Eligible Building Cost of \$19,660,582, which calculated a Voluntary Eligible Building Cost of \$92.29. Per the QAP, an Application is eligible for 12 points if the Voluntary Eligible Building Cost is less than \$84.36, 11 points if the Voluntary Eligible Building Cost is less than \$89.98, and 10 points if the Voluntary Eligible Building Cost is less than \$101.23.

The Applicant also inputted a Voluntary Eligible Hard Cost of \$29,769,138, which calculated a Voluntary Eligible Hard Cost of \$139.74. Per the QAP, an Application is eligible for 12 points if the Voluntary Eligible Hard Cost is less than \$112.48, 11 points if the Voluntary Eligible Hard Cost is less than \$118.10, and 10 points if the Voluntary Eligible Hard Cost is less than \$123.72.

While the Applicant selected 12 points, the documentation submitted in the Application is eligible for no more than 10 points for this scoring item. There is no supporting documentation that is submitted for this item and only the application forms are utilized for the calculation and point determination. Per the QAP definition of Administrative Deficiency, the supporting documentation submitted for this item substantiates fewer points and any administrative deficiency would be used to correct the claimed points to align with the supporting documentation. Per the QAP Deficiency Process Section in 11.201(7)(B), the Applicant may not use the deficiency process to increase a scoring item's points or change any aspect of the Application. As stated in the General Information Section in 11.9(a), the Applicant can only explain how the Application as submitted meets the requirements for points. As submitted, this Application should be awarded for no more than 10 points for this scoring item.

11.9(c)(1) Income Levels of the Residents

This section of the QAP specifies point values for rent and income targeting. There are two options: developments electing 20-50 or 40-60 or developments electing income averaging. The Development Narrative indicates that the Development will elect *both* 20-50 and income averaging for the development. In Development Activities II, this scoring item has two sections. The only section that is filled out completely is if the Application proposes to use the 20-50 or 40-60 election. The Applicant filled out this form which states that there are 73 total units at 50% AMGI or less and 25 units at 30% AMGI or less, for a total of 48 units or 25.4% to use for the calculation of eligible points under 11.9(c)(1). The form calculates that the Application is eligible for 11 points under this scoring item; however, the Applicant has elected 15 points. Per the QAP, 15 points are only awarded if 40% of LI units are at 50% AMGI and only 11 points are awarded if at least 20% of all LI units are at 50% AMGI. As submitted, this Application is eligible for 11 points only.

The Applicant did not fill out the forms necessary to perform the calculation for the second income averaging section and the form explicitly states "DO NOT COMPLETE BOTH."

Because the second section was not completed, there is no way to verify how the application as submitted would qualify for this part of the scoring item. Furthermore, Financing Requirements under 11.204(7)(A)(ii)(VII) requires that interim and permanent loan term sheets include an acknowledgement if the Application reflects an intent to elect income averaging. Because that statement was not in the term sheets and the first section of the scoring item was completed instead of the second section, it demonstrates an intent not to elect income averaging and thus the second income averaging point option should be disregarded.

While the Applicant selected 15 points, the form was filled out to substantiate only 11 points. Per the definition of Administrative Deficiency, Deficiency Process Section in 11.201(7)(B), and General Information Section in 11.9(a), the Applicant should not be able to change the forms to qualify for more points and therefore only 11 points should be awarded for this scoring item.

11.9(b)(2) Sponsor Characteristics

This section of the QAP specifies point values and requirements for a HUB or Qualified Nonprofit Organization involvement in the Application. An Applicant may receive 2 points if the ownership structure contains either a HUB or Nonprofit Organization that has some combination of ownership interest in each of the General Partner of the Applicant, Cash Flow from operations, and Developer Fee when which taken together equal at least 50% and no less than 5% for any category. The QAP is clear that *the* HUB must have interest in the ownership, cash flow, and developer fee. There is no provision for multiple HUBs or multiple organizations owned by the same principals to be able to share in the 50% requirement between these three categories. The actual language from 11.9(b)(2) is as follows:

(A) The ownership structure contains either a HUB certified by the Texas Comptroller of Public Accounts by the Full Application Delivery Date or it contains a Qualified Nonprofit Organization, provided the Application is under the Nonprofit Set-Aside. The HUB or Qualified Nonprofit Organization must have some combination of ownership interest in each of the General Partner of the Applicant, Cash Flow from operations, and Developer Fee which taken together equal at least 50% and no less than 5% for any category.

This Application selected 2 points for Sponsor Characteristics for a HUB with 5% ownership interest, 5% cash flow, and 50% developer fee according to the form in the Application. The HUB cert provided is for RISE Residential Management, LLC and the HUB statement of participation is for RISE Residential Management, LLC

The Owner and Developer Charts show that RISE Residential Management, LLC will have a 5% interest in the General Partner of the Applicant, but RISE Residential Management, LLC is not in the Developer chart. There is an entity called “Rise Residential Development Legacy Denton, LLC” shown as 68% Developer, but that is not the HUB in the ownership structure.

The List of Organizations and Principals list the Developer as RRC Development Legacy Denton, LLC and the sub entities as RRM Development Legacy Denton, LLC, Cameron County HFC, and Legacy Multifamily Development, LLC. It does not include RISE Residential Management, LLC as a developer. Rise Residential Development Legacy Denton, LLC is not found in the Texas Comptroller HUB search and does not appear to even be a HUB. There is no way to admit the RISE Residential Management, LLC HUB entity to the Developer without changes to the representations made at Application.

Furthermore, the QAP states that “A Principal of the HUB or Qualified Nonprofit Organization cannot be a Related Party to or Affiliate, including the spouse, of any other Principal of the Applicant or, Developer or Guarantor (excluding another Principal of said HUB or Qualified Nonprofit Organization).” The relevant part of the definition of Related Party in Texas Government Code 2306.6702 is as follows:

(11) "Related party" means the following individuals or entities:

(A) the brothers, sisters, spouse, ancestors, and descendants of a person within the third degree of consanguinity, as determined by Chapter 573.

Chapter 573 states the following:

(c) An individual's relatives within the third degree by consanguinity are the individual's:

(1) parent or child (relatives in the first degree);

(2) brother, sister, grandparent, or grandchild (relatives in the second degree); and

(3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the

The Guarantor Chart in the Application lists James Fisher III as a guarantor. James Fisher III is not listed as a member of any organization that also has Melissa Fisher as a member. Melissa Fisher and James Fisher III are related within the third degree by consanguinity as siblings and are therefore “Related Parties” according to the QAP.

While the Applicant selected 2 points for Sponsor Characteristics, the Application as submitted does not qualify for this item. The HUB in the Application is only shown on the Ownership chart and does not meet the requirement of having a combination of ownership, cash flow, and developer fee. Additionally, a principal of the HUB is a related party to a principal of the Guarantor, which is prohibited by the QAP. Because the Deficiency Process Section in 11.201(7)(B) states that the deficiency process may not be used to increase a scoring item's points or to change any element of the Application, allowing the Applicant to change the developer and guarantor structure is disallowed by the QAP. Zero points should be awarded for this scoring item.

11.9(e)(3) Pre-Application Participation

This section of the QAP specifies that an Application may receive up to 6 points for the submission of a pre-application meeting the requirements of this section. Specifically, the QAP requires the following:

(E) The Application final score (inclusive of only scoring items reflected on the self-score form) does not vary by more than four (4) points from what was reflected in the pre-application self-score

[....]

(H) The pre-application met all applicable requirements.

The 21291 Pre-Application has a Total Applicant Self-Score of 133 points. The Full Application has a Total Application Self Score of 133 points. Should this Application have adjustments applied for the scoring items discussed in this RFAD, the Application final score will vary more than 4 points from what was reflected in the Pre-Application.

Subparagraph H requires that the pre-application met all applicable requirements. Section 11.8 Pre-Application Requirements outlines the requirements. New in the 2021 QAP, 11.8(b)(2)(B) concerning notification recipients states that ***Regardless of the method of delivery, the Applicant must provide an accurate mailing address in the Pre-application.*** While some Applicants uploaded excel files with mailing addresses to the Pre-Application, there is no evidence that this Applicant provided accurate mailing addresses in the Pre-Application. If the Applicant did not provide mailing addresses, the Pre-Application did not meet all applicable requirements.

While the Applicant selected 6 points for Pre-Application Participation, this Application will not be eligible if the final score varies more than 4 points or the Pre-Application did not meet all applicable requirements.

Site Control

The QAP has specific requirements regarding Site Control that must be submitted with the Application. In order to establish Site Control, the Applicant must submit one of the three following items: (i) recorded warranty deed, (ii) contract or option for lease with a minimum 45-year term, or (iii) contract for sale or option to purchase. This Application submitted neither of these items. There is no other option listed in the QAP that can establish Site Control.

The Application contains a 1-year ground lease that has a clause that describes how a purchase option can be exercised. The ground lease has been submitted, and with a 1-year term, it does not meet the any of the QAP options for Site Control. The Applicant has highlighted the section of the ground lease regarding a purchase option, but in reading the section, there is no proof that the purchase option has been exercised. The ground lease states "If Tenant desires to exercise the Option, Tenant shall deliver written notice so indicating to Landlord at any time after January 15, 2021 and at least ten (10) business days prior to end of the term hereof (the "Option Notice), together with an additional Earnest Money deposit of \$100,000." There is no record of written notice or escrow deposit submitted with the Application that would trigger the purchase option. Because the Applicant willfully did not submit a Title Commitment (as evidenced by the unchecked boxes on the forms), this is further proof that there is no valid purchase option on the property. As submitted, the Application does not contain valid Site Control.

Additionally, the QAP requires Site Control to be in the name of the Development Owner or in an Affiliate that allows for the ability to assign the Site Control to the Development Owner. Site Information Form Part III states that "Fee Simple Ownership is anticipated" and the ground lease contains an assignment from Legacy Multifamily Development LLC (the Tenant in the ground lease) to TX Legacy Denton, LP (the HTC Owner entity). This describes a common tax credit ownership structure. However, the Annual Operating Expenses section of the Application shows that no property taxes will be paid by the Development and that the Cameron County HFC is eligible for a property tax designation. If the Application is now suggesting that an HFC owner will be used to obtain a property tax exemption, then this is not "Fee Simple Ownership" as indicated in the Application and the Cameron County HFC must own the land and then lease it to the HTC Owner entity. There is nothing in the Site Control section of the Application to indicate this structure. Again, the Applicant chose not to submit a Title Commitment to confirm intent. Finally, this Application is located in Denton County, and there is no documentation to prove that the Cameron County HFC can and will

receive a property tax designation for a site that is located over 450 miles north of Cameron County.

There are numerous concerns with the Site Control and ownership structure presented in the Application. The documentation submitted does not meet the QAP requirement for Site Control and does not include a Title Commitment, and therefore the Application does not meet basic Threshold requirements. Any change to the HFC in the ownership structure or change to the financing due to the property tax exemption would be prohibited by Deficiency Process Section in 11.201(7)(B) that states that the process may not be used to change any aspect of the proposed Development, financing structure, or other element of the Application. According to the definition of Material Deficiency, documentation that cannot be proven to have existed prior to the submission of an Application is material and may result in a termination in the case of threshold items.

Conclusion

This Application does not have a few questions that require clarification; there are several scoring items that would require major changes to what is in the Application in order to make it eligible for points. There are also additional inconsistencies and omissions in the Application that are not outlined in this RFAD. Per the QAP definition of Material Deficiency, there is some question whether the multiple deficiencies that exist in this Application, when taken as a whole, would create a need for substantial re-review of the Application and as such would be characterized as constituting a Material Deficiency. Per 11.202(2)(B), an Application shall be ineligible if it has a Material Deficiency.

Thank you for your attention.

Sincerely,

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

Alyssa Carpenter

Development Cost Schedule

Self Score Total: **133**

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

TOTAL DEVELOPMENT SUMMARY		
Total Cost	Eligible Basis (If Applicable)	
	Acquisition	New/Rehab.

Scratch Paper/Notes

ACQUISITION

Site acquisition cost	1,250,000		
Existing building acquisition cost	0		
Closing costs & acq. legal fees	0		
Other (specify) - see footnote 1	0		
Other (specify) - see footnote 1	0		
Subtotal Acquisition Cost	\$1,250,000	\$0	\$0

OFF-SITES²

Off-site concrete			
Storm drains & devices			
Water & fire hydrants			
Off-site utilities			
Sewer lateral(s)			
Off-site paving			
Off-site electrical			
Other (specify) - see footnote 1			
Other (specify) - see footnote 1			
Subtotal Off-Sites Cost	\$0	\$0	\$0

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).

SITE WORK³

Demolition			
Asbestos Abatement (Demolition Only)			
Detention			
Rough grading	976,000		976,000
Fine grading			
On-site concrete			0
On-site electrical			0
On-site paving	977,000		977,000
On-site utilities	1,488,000		1,488,000
Decorative masonry			
Bumper stops, striping & signs			0
Retaining walls & Other Misc	39,000		
Subtotal Site Work Cost	\$3,480,000	\$0	\$3,441,000

SITE AMENITIES

Landscaping	402,580		402,580
Pool and decking	250,000		250,000
Athletic court(s), playground(s)	60,000		60,000
Fencing	112,500		112,500
Other (specify) - see footnote 1			
Subtotal Site Amenities Cost	\$825,080	\$0	\$825,080

BUILDING COSTS*:

Concrete	1,750,090		1,750,090	
Masonry	1,096,481		1,096,481	
Metals	136,953		136,953	
Woods and Plastics	5,474,360		5,474,360	
Thermal and Moisture Protection	858,603		858,603	
Roof Covering	90,000		90,000	
Doors and Windows	607,757		607,757	
Finishes	2,136,412		2,136,412	
Specialties	168,450		168,450	
Equipment	759,841		759,841	
Furnishings	0		0	
Special Construction	628,708		628,708	
Conveying Systems (Elevators)	1,250,640		1,250,640	
Mechanical (HVAC; Plumbing)	2,497,211		2,497,211	
Electrical	1,445,213		1,445,213	

Individually itemize costs below:

Detached Community Facilities/Building				
Carports and/or Garages				
Lead-Based Paint Abatement				
Asbestos Abatement (Rehabilitation Only)				
Structured Parking				
Commercial Space Costs	348,000			
Fire Protection & Electronic Safety	411,862		411,862	
Subtotal Building Costs Before 11.9(e)(2)	\$19,660,582	\$0	\$19,312,582	

Voluntary Eligible Building Costs (After 11.9(e)(2))*	\$92.29 psf	\$19,660,582
Enter amount to be used to achieve desired score.		

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

TOTAL BUILDING COSTS & SITE WORK (including site amenities)	\$23,965,662	\$0	\$23,578,662		
Contingency	5.00%	\$1,198,283		1,198,283	
TOTAL HARD COSTS	\$25,163,945	\$0	\$24,776,945		
OTHER CONSTRUCTION COSTS	%THC			%EHC	
General requirements (<6%)	5.71%	1,437,940		1,437,940	5.80%
Field supervision (within GR limit)					
Contractor overhead (<2%)	1.90%	479,313		479,313	1.93%
G & A Field (within overhead limit)					
Contractor profit (<6%)	5.71%	1,437,940		1,437,940	5.80%
TOTAL CONTRACTOR FEES		\$3,355,193	\$0	\$3,355,193	
TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)		\$28,519,138	\$0	\$28,132,138	

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))*	\$139.74 psf	\$29,769,138
Enter amount to be used to achieve desired score.		

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

OTHER FINANCING COSTS³

Tax credit fees	159,200		
Tax and/or bond counsel	0		
Payment bonds			
Performance bonds			
Credit enhancement fees			
Mortgage insurance premiums			
Cost of underwriting & issuance			
Syndication organizational cost			
Tax opinion	15,000		
Refinance (existing loan payoff amt)			
Application Fees	280,000		280,000
Legal - Limited Partner	50,000		50,000
Subtotal Financing Cost	\$4,110,795	\$0	\$3,259,561

BREAKDOWN MUST BE PROVIDED

DEVELOPER FEES³

Housing consultant fees ⁴	149,500		149,500		
General & administrative					
Profit or fee	5,100,000		5,100,000		
Subtotal Developer Fees	15.00%	\$5,249,500	\$0	\$5,249,500	15.17%

RESERVES

Rent-up - new funds			
Rent-up - existing reserves*			
Operating - new funds	215,000		
Operating - existing reserves*			
Replacement - new funds	29,000		
Replacement - existing reserves*			
Escrows - new funds	231,300		
Escrows - existing reserves*			
Subtotal Reserves	\$475,300	\$0	\$0

***Any existing reserve amounts should be listed on the Schedule of Sources.**

TOTAL HOUSING DEVELOPMENT COSTS⁵	\$43,145,864	\$0	\$39,857,330
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The following calculations are for HTC Applications only.

Deduct From Basis:

Federal grants used to finance costs in Eligible Basis			
Non-qualified non-recourse financing			
Non-qualified portion of higher quality units §42(d)(5)			
Historic Credits (residential portion only)			
Total Eligible Basis		\$0	\$39,857,330
**High Cost Area Adjustment (100% or 130%)			100%
Total Adjusted Basis		\$0	\$39,857,330
Applicable Fraction			81%
Total Qualified Basis	\$32,469,980	\$0	\$32,469,980
Applicable Percentage ⁶			9.00%
Credits Supported by Eligible Basis	\$2,922,298	\$0	\$2,922,298
Credit Request (from 17.Development Narrative)	\$ 1,500,000		

Requested Score for 11.9(e)(2) 12

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

Name of contact for Cost Estimate: Jack Traeger Type text here

Phone Number for Contact: 214-244-4725

If a revised form is submitted, date of submission:

Full Application Architectural Plans

Legacy Denton
Job# 19111-01
Unit Mix

Description	Type	1st Floor	Second Floor	Third Floor	Total Count	Percent	Net Rent \$/	Total Net SF	Gross Blgd SF
A1	1BR/1BA	27	27	17	71	17%	730	51,830	
A2	1BR/1BA	3	3	1	7	0%	757	9,841	
B1	2BR/1BA	26	26	18	74	27%	984	72,830	
B2	2BR/1BA	18	18	10	42	18%	588	41,486	
C1	3BR/1BA	13	13	8	32	14%	1,146	30,672	
Total/Average					232	100%	917	512,659	272,063

Building I	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	5	5	3	13	6%	730	10,050	
A2	1BR/1BA	1	1	1	3	1%	757	2,271	
B1	2BR/1BA	9	9	3	15	6%	984	14,760	
B2	2BR/1BA	2	2	1	5	2%	588	5,928	
C1	3BR/1BA	2	2	2	6	3%	1,146	6,876	
Total/Average					40	19%	46,285	33,294	

Building II	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	5	5	3	13	6%	730	10,050	
A2	1BR/1BA	1	1	1	3	1%	757	2,271	
B1	2BR/1BA	5	5	3	13	6%	984	14,760	
B2	2BR/1BA	4	4	2	10	4%	588	11,556	
C1	3BR/1BA	2	2	2	6	3%	1,146	6,876	
Total/Average					51	22%	46,713	52,878	

Building III	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	2	2	3	7	3%	730	4,362	
A2	1BR/1BA	1	1	1	3	1%	757	2,271	
B1	2BR/1BA	1	1	1	3	1%	984	3,654	
B2	2BR/1BA	1	1	1	3	1%	588	2,964	
C1	3BR/1BA	2	2	2	6	3%	1,146	6,876	
Total/Average					24	10%	23,076	30,106	

Building IV B-P	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	2	5	0	7	3%	730	7,801	
A2	1BR/1BA	1	1	0	2	1%	757	1,034	
B1	2BR/1BA	2	2	0	4	2%	984	3,642	
B2	2BR/1BA	3	8	0	11	5%	588	5,928	
C1	3BR/1BA	2	2	0	4	2%	1,146	4,561	
Total/Average					32	14%	25,166	37,991	

Building V-I	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	5	5	3	13	6%	730	10,050	
A2	1BR/1BA	1	1	1	3	1%	757	2,271	
B1	2BR/1BA	9	9	3	15	6%	984	14,760	
B2	2BR/1BA	1	1	1	3	1%	588	3,652	
C1	3BR/1BA	2	2	2	6	3%	1,146	6,876	
Total/Average					40	17%	43,749	56,789	

Building VI	Type	First Floor	Second Floor	Third Floor	Total Count	Percent	Unit SF	Net Rentable	Gross Blgd SF
A1	1BR/1BA	0	0	0	0	0%	730	0	
A2	1BR/1BA	0	0	0	0	0%	757	0	
B1	2BR/1BA	0	0	0	0	0%	984	0	
B2	2BR/1BA	0	0	0	0	0%	588	0	
C1	3BR/1BA	0	0	0	0	0%	1,146	0	
Total/Average					0	0%	0	0	

Unit Mix	Description	Type	1st Floor	Second Floor	Third Floor	Total Count	Percent	Net Rent \$/	Total Net SF	Gross SF
A1	1BR/1BA		71	71	43	185	8%	730	135,830	60,976
A2	1BR/1BA		4	4	2	10	0%	757	9,841	11,938
B1	2BR/1BA		74	74	48	196	9%	984	193,836	83,886
B2	2BR/1BA		42	42	24	108	5%	588	61,386	48,319
C1	3BR/1BA		32	32	18	82	4%	1,146	94,617	43,343
Total/Average					332	100%	3,122	312,636	272,063	

Average: 736.11
Density (units/acre): 19.80



LEGACY IN DENTON
232 APARTMENT UNITS
E. MCKINNEY STREET

PROJECT
TABULATIONS
DATE: 02.19.2021

AP1.01
PROJECT NUMBER:
19111-01

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Rent Schedule (Continued)

		% of LI	% of Total	
HOUSING	TC20%			0
	TC30%	13%	11%	25
	TC40%			0
	TC50%	25%	21%	48
	TC60%	61%	50%	116
	TC70%			0
	TC80%			0
	TAX CREDITS	HTC LI Total		
EO				0
MR		23%	19%	43
MR Total			19%	43
Total HTC Units				232
DIRECT LOAN (NHTF)	HTF30%			0
	NHTF LI Total			0
	MR			0
	MR Total			0
	HTF Total			0

		% of LI	% of Total	
MORTGAGE REVENUE	MRB20%			0
	MRB30%			0
	MRB40%			0
	MRB50%			0
	MRB60%			0
	MRB70%			0
	MRB80%			0
	MRB LI Total			0
	MRBMR			0
	MRBMR Total			0
BOND	MRB Total			0
	30%			0
	40%			0
	LH/50%			0
	HH/60%			0
	HH/80%			0
	Direct Loan LI Total			0
	EO			0
	MR			0
	MR Total			0
Direct Loan Total			0	
OTHER	Total OT Units			0

BEDROOMS	0			0
	1			84
	2			116
	3			32
	4			0
	5			0

ACQUISITION + HARD		DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Cost Per Sq. Ft	\$132.05	
HARD		
Cost Per Sq. Ft	\$132.05	
BUILDING		
Cost Per Sq. Ft	\$ 90.65	

Development Activities II

Self Score Total: 133

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

- Development is Rehabilitation (excluding Reconstruction-Only), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points) **(NEW: If the Development involves both Rehabilitation and Reconstruction or New Construction, then the Reconstruction or New Construction Units must meet these requirements.)** Points claimed: 6

Bedroom Size	0	1	2	3	4
Square Footage	550	650	850	1,050	1,250

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points) Points claimed: 9

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

- At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 12
- At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). **Points claimed here will appear on the MFDL Self Score tab.**

Application is seeking points for Rent Levels of Residents. Direct Loan Points Claimed: 12

3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 Direct Loan Points: 0
- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 Direct Loan Points: 0
- Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 Direct Loan Points: 0

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: <https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>. **Points claimed here will appear on the MFDL Self Score tab.**

~~**Application is seeking points for Subsidy Per Unit.** Direct Loan Points Claimed: 0~~

4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

*30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application's scoring elections here.

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

- | | | |
|--------|---|--|
| 73 | Total Number of Units at 50% or less of AMGI | |
| 25 | Number of 30% Units used to score points under §11.9(c)(2)* | |
| | Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) | |
| 48 | Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1) | |
| 25.40% | Percentage used for calculation of eligible points under §11.9(c)(1) | |

COMPLETE THIS SECTION!
CHECK YOUR MATH!

Filled this out and form calculated 11 pts

A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and

- | | | |
|--|--|---|
| <input type="checkbox"/> Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) | 0 | <small>These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.</small> |
| <input checked="" type="checkbox"/> Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) | 11 | |

B. Development proposed in all other areas.

- | | |
|---|---|
| <input type="checkbox"/> Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) | 0 |
| <input type="checkbox"/> Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) | 0 |

OR (DO NOT COMPLETE BOTH)

Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

This box will populate after the calculation is completed.

C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

The Average Income for the proposed Development will be 54% or lower (15 points).

The Average Income for the proposed Development will be 55% or lower (13 points).

The Average Income for the proposed Development will be 56% or lower (11 points).

15

Average Income
from Tab 24
0.00

OR

D. Development proposed in all other areas.

The Average Income for the proposed Development will be 55% or lower (15 points).

The Average Income for the proposed Development will be 56% or lower (13 points).

The Average Income for the proposed Development will be 57% or lower (11 points).

0

Did not complete in another tab so nothing here

Application is seeking points for Income Levels of Residents.

Points Claimed:

15

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:

Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)

0

Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)

11

Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)

0

At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

0

Application is seeking points for Rent Levels of Residents.

Points Claimed:

11

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA.

10

Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

1

Application is seeking points for Resident Services.

Points Claimed:

11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

2

B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

1

Application is seeking points for Residents with Special Housing Needs.

Points Claimed:

3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

Development is requesting Pre-Application Points.

6

Full Application Development Narrative

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

The Legacy in Denton will be a family development to serve the needs of the Denton community, as identified by a city-commissioned group which identified an unmet need in the community. The property is currently zoned for multifamily development and requires a Specific Use Permit to define the aspects of the design will be consistent with the City's development code. The applicant has applied for that permit and is expected to receive its approval. A LURA will be placed on the property to restrict the use of the property as well as the income restrictions related to the property's approved tax credit application. The property is within .25 miles of the high school and within .8 miles of the nearest fire department. It's in a path of growth, in an established area and there is currently a capital project by the city to expand McKinney Avenue from a two-lane road to a four lane road with an additional middle turn lane. This is expected to be increased visibility for this project's success. The project has been well-received by the surrounding landowners, as well as the local non-profits and elected officials. The residents of the community will have convenient access to medical facilities, national grocery and pharmacies, local retail, parks and multiple learning facilities, all within an approximate 2-mile radius. Consideration has been given to the neighboring community to integrate within the fabric of the community and this consideration has been well-received.

5. Funding Request:

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm (Repayable)			30	
Multifamily Direct Loan: Construction Only (Repayable)		0.00%		
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)		0.00%		
CHDO Operating Expenses Grant				
Housing Tax Credits	\$ 1,500,000			
Private Activity Mortgage Revenue				

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only				Multifamily Direct Loan Only			
Select Set-Aside if applicable				Select NOFA and Set-Aside			
At-Risk	Nonprofit	USDA		Select NOFA	Select Set-Aside		
0	0	0					

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: _____

and TDHCA funding source: _____

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: _____

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. Qualified Low Income Housing Development Election (HTC Applications only)

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:

Sponsor Characteristics (Competitive HTC Only)

Self Score Total: **133**

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 **OR** 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

Yes If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab

Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

Ownership Interest: **5.000%**

(Not required for HUB of HUD 202 Rehabilitation projects.)

Cash flow from operations: **5.000%**

Developer Fee: **50.000%**

Total: **60.00%** (Must equal at least 50% regardless of structure)

Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

Yes A detailed narrative describing how that material participation will be achieved is included.

Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

Yes A detailed narrative describing experience in each category is included.



Mark all that apply

Property Management

Construction

Development

Financing

Compliance

No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: **2**

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

No A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.

No A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.

Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.



Points Claimed: **0**

Total Points Claimed: **2**



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1811294238000**
File/Vendor Number: **524340**
Approval Date: **06-AUG-2020**
Scheduled Expiration Date: **06-AUG-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
RISE RESIDENTIAL MANAGEMENT, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-AUG-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

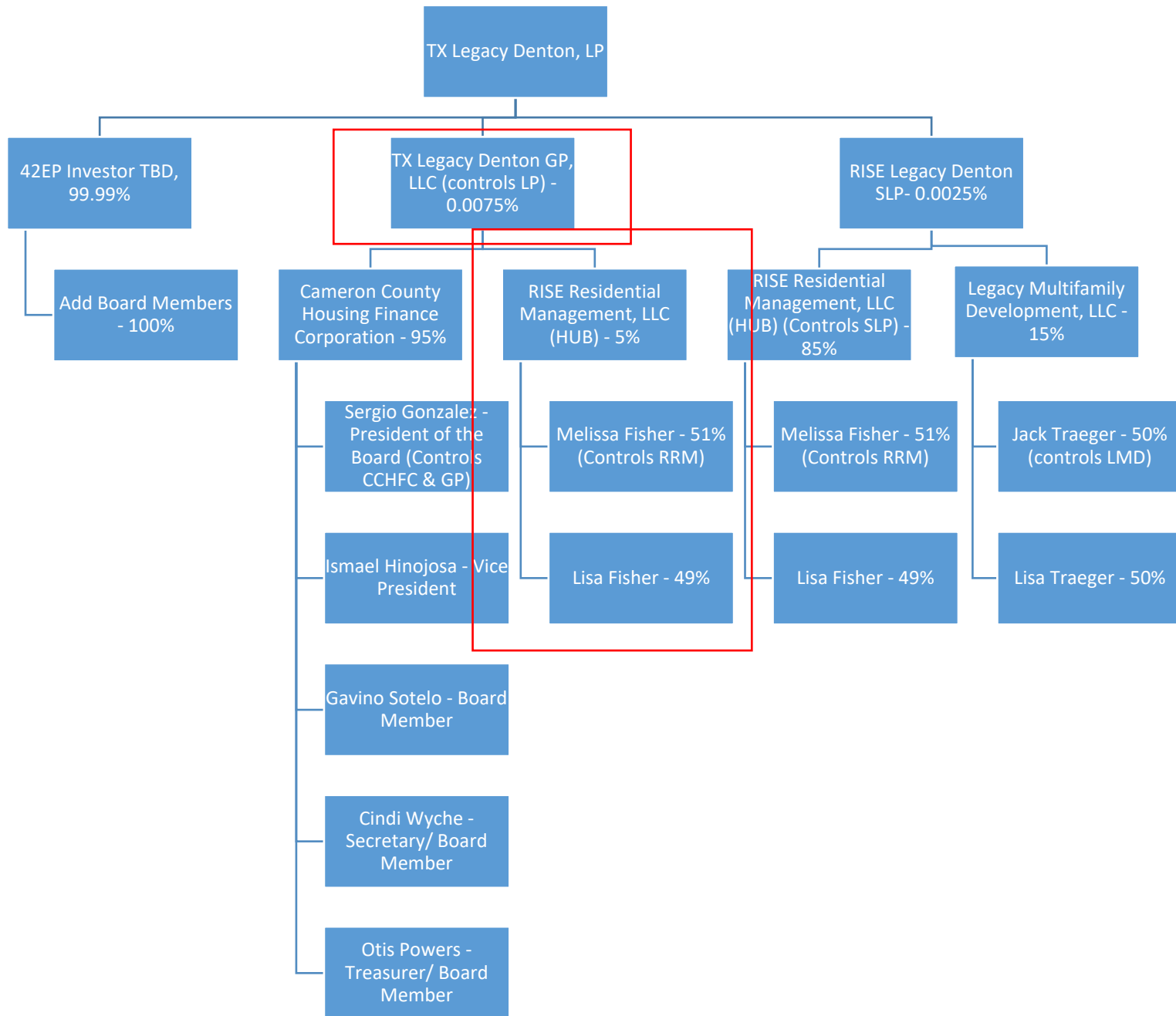
1811294238000 524340
RISE RESIDENTIAL MANAGEMENT, LLC
16812 DALLAS PKWY
DALLAS, TX 75248-1919

HUB STATEMENT

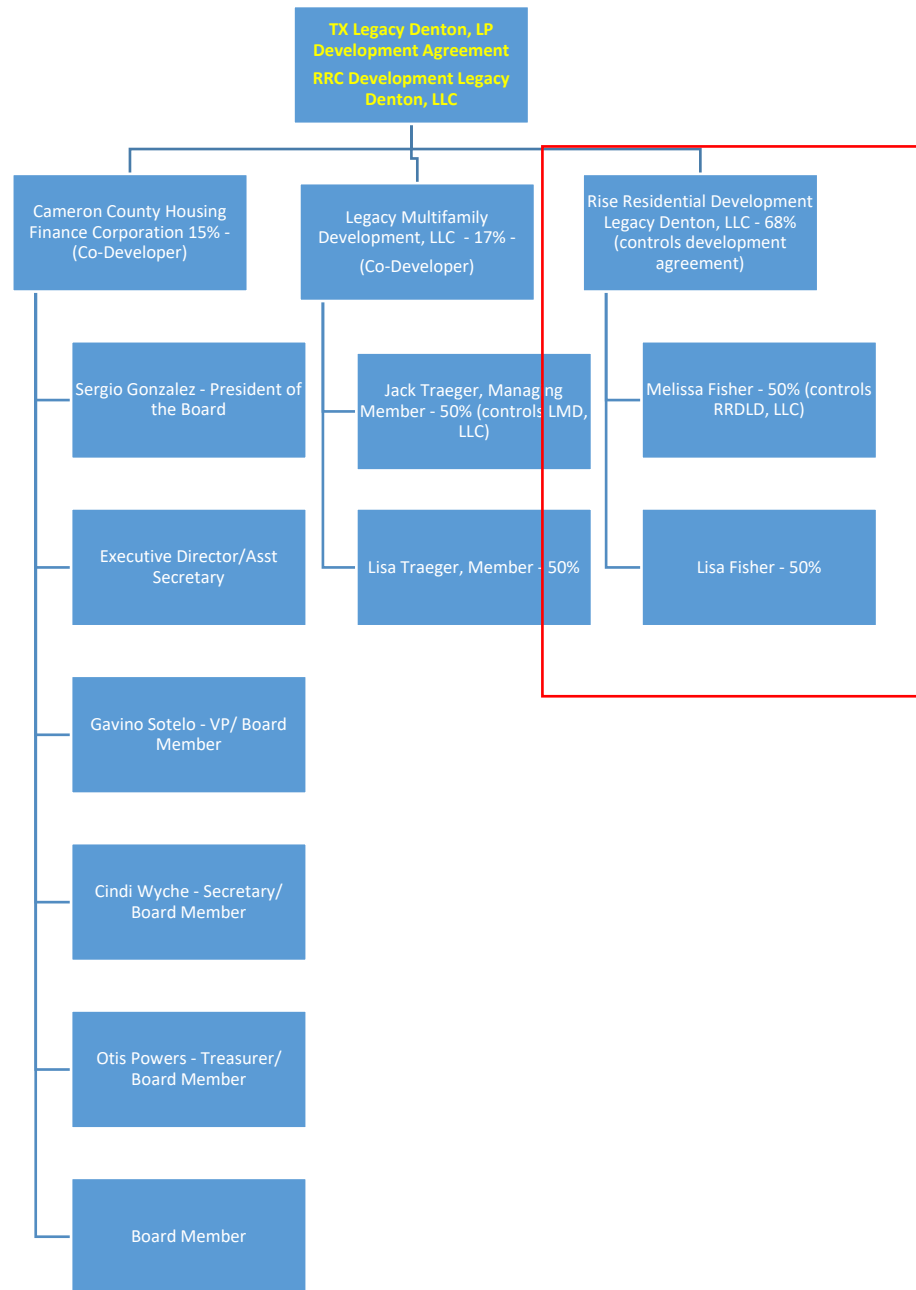
RISE Residential Management, LLC (RRM) is a HUB certified by the state of Texas. RRM's controlling parties have been acutely involved in the Texas HTC program for the last 13 years. Portfolio available upon request. We have developed, constructed, or managed over 7,000 HTC units in the state of Texas, and our development company was named the #2 Affordable Developer in the country by Affordable Housing Finance in 2020.

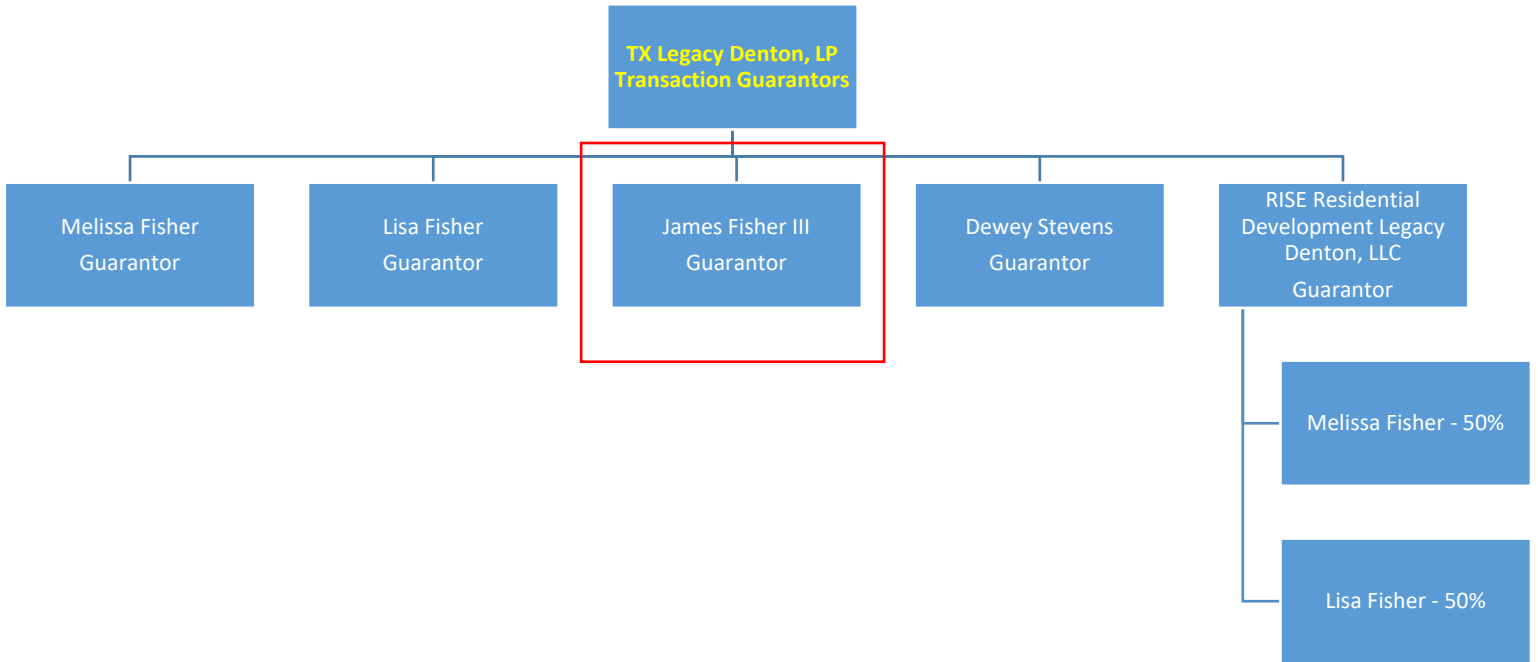
The HUB will participate in the development and management of this project from award through compliance period. RRM will be the manager of record for the development and continue to monitor and manage the asset through compliance.

PARTNERSHIP ORGANIZATION CHART



DEVELOPER CHART





List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Applicant Legal Name: <u>TX Legacy Denton, LP</u>	
Address: <u>16812 Dallas Parkway</u>	City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75248</u>
Name(s) of Entities the Organization Owns or Controls: <u>None</u>	
Organization legally formed? <u>Yes</u>	Date formed: <u>03/2020</u> Legal Org is or will be: <u>Limited Partnership</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(972) 701-5558</u> Email: <u>mfisher@rise-residential.com</u>

Org. 1

Organization Legal Name: <u>TX Legacy Denton GP, LLC</u>	Role/Title: <u>General Partner</u>
Address: <u>16812 Dallas Parkway</u>	City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75248</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Legacy Denton, LP</u>	
Organization legally formed? <u>Yes</u>	Date formed: <u>03/2020</u> Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(972) 701-5558</u> Email: <u>mfisher@rise-residential.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>
List of Sub-Entities or Principals:	
1. <u>RISE Legacy Denton, SLP</u>	2. <u>Cameron County HFC</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>Yes</u>
3. <u></u>	TDHCA Experience: <u></u>
4. <u></u>	5. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>
6. <u></u>	TDHCA Experience: <u></u>

Org. 2

Organization Legal Name: <u>RRC Development Legacy Denton, LLC</u>	Role/Title: <u>Developer</u>
Address: <u>16812 Dallas Parkway</u>	City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75248</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Legacy Denton, LP</u>	
Organization legally formed? <u>No</u>	Date formed: <u></u> Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(972) 701-5558</u> Email: <u>mfisher@rise-residential.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>
List of Sub-Entities or Principals:	
1. <u>RRM Development Legacy Denton, LLC</u>	2. <u>Cameron County HFC</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>Yes</u>
3. <u>Legacy Multifamily Development, LLC</u>	TDHCA Experience: <u>No</u>
4. <u></u>	5. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>
6. <u></u>	TDHCA Experience: <u></u>

Org. 3

Organization Legal Name: <u>RISE Legacy Denton, SLP</u>	Role/Title: <u>Special Ltd Ptr</u>
Address: <u>16812 Dallas Parkway</u>	City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75248</u>
Name(s) of Entities the Organization Owns or Controls: <u>TX Legacy Denton, LP</u>	
Organization legally formed? <u>No</u>	Date formed: <u></u> Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(972) 701-5558</u> Email: <u>mfisher@rise-residential.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>
List of Sub-Entities or Principals:	
1. <u>RISE Residential Management, LLC</u>	2. <u>Legacy Multifamily Development</u>
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>No</u>
3. <u></u>	TDHCA Experience: <u>No</u>
4. <u></u>	5. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>
6. <u></u>	TDHCA Experience: <u></u>

Org. 4

Organization Legal Name: Legacy Multifamily Development, LLC Role/Title Owner in SLP/Developer

Address: 2625 Serenity Court City: Carrollton State: TX Zip: 75010

Name(s) of Entities the Organization Owns or Controls: N/A

Organization legally formed? Yes Date formed: 06/2019 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No Phone: (214) 244-4725 Email: jackt@legacymultifamily.net

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Jack Traeger</u>	2. <u>Lisa Traeger</u>	3. <u></u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u></u>
4. <u></u>	5. <u></u>	6. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>	TDHCA Experience: <u></u>

Org. 5

Organization Legal Name: RISE Residential Management, LLC Role/Title Owner in SLP/Developer

Address: 16812 Dallas Parkway City: Dallas State: TX Zip: 75248

Name(s) of Entities the Organization Owns or Controls: RISE Legacy Denton, SLP

Organization legally formed? Yes Date formed: Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: (972) 701-5558 Email: mfisher@rise-residential.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. <u>Melissa Fisher</u>	2. <u>Lisa Fisher</u>	3. <u></u>
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u></u>
4. <u></u>	5. <u></u>	6. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>	TDHCA Experience: <u></u>

Org. 6

Organization Legal Name: 42EP (To Be Determined) Role/Title Investor Limited Partner

Address: City: State: Zip:

Name(s) of Entities the Organization Owns or Controls: N/A

Organization legally formed? Date formed: Legal Org is or will be: Special Limited Partner

Previous TDHCA Experience? Phone: Email:

Organization is identified on Org. Chart: Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. <u></u>	2. <u></u>	3. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>	TDHCA Experience: <u></u>
4. <u></u>	5. <u></u>	6. <u></u>
TDHCA Experience: <u></u>	TDHCA Experience: <u></u>	TDHCA Experience: <u></u>

Org. 7

Organization Legal Name: Cameron County HFC Role/Title Owner in GP/ Developer

Address: 700 E Leve Street, Suite 101 City: Brownsville State: TX Zip: 78520

Name(s) of Entities the Organization Owns or Controls: TX Legacy Denton GP, LLC

Organization legally formed? Yes Date formed: Legal Org is or will be: Corporation

Previous TDHCA Experience? Yes Phone: Email: gonzalezse@lonestarnationalbank.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. <u>Sergio Gonzalez</u>	2. <u>Ismael Hinojosa</u>	3. <u>Gavino Sotelo</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>
4. <u>Cindi Wyche</u>	5. <u>Otis Powers</u>	6. <u></u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u></u>

Org.

Organization Legal Name: RRM Development Legacy Denton, LLC Role/Title Developer

Address: 16812 Dallas Parkway City: Dallas State: TX Zip: 75248

Name(s) of Entities the Organization Owns or Controls: None

Organization legally formed? No Date formed: _____ Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No Phone: (972) 701-5558 Email: mfisher@rise-residential.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. <u>Melissa Fisher</u>	2. <u>Lisa Fisher</u>	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____ <u>0</u>	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

HUB Search for RISE Residential Development Legacy Denton, LLC

Q Search For Vendors

🔍 Search found 2 vendors , 2 are HUBs ,Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only, Vendor Name contains RISE RESIDENTIAL

Vendor ID	Company Name ↑	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business	CMBL Status	HUB Status
1432014240000	RISE RESIDENTIAL CONSTRUCTION, LP	Melissa Fisher	16812 DALLAS PKWY	DALLAS	TX	75248-1919	USA	Mfisher@rise-residential.com	972-701-5558	<u>WO</u>	<u>F</u>	<u>Yes</u>	<u>Inactive(F)</u>	<u>A-Active</u>
1811294238000	RISE RESIDENTIAL MANAGEMENT, LLC	MELISSA FISHER	16812 DALLAS PKWY	DALLAS	TX	75248-1919	USA	mfisher@rise-residential.com	972-701-5555	<u>WO</u>	<u>F</u>	<u>No</u>	<u>Inactive(N)</u>	<u>A-Active</u>

HUB Search for RRM Development
Legacy Denton, LLC

Q Search For Vendors

🔍 Search found 1 vendors , 1 are HUBs ,Includes 0 Inactive Vendors
Search Condition : SearchType=HUB's Only, Vendor Name contains RRM

Vendor ID	Company Name ↑	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business	CMBL Status	HUB Status
1475599873000	RRMTZ CONCRETE SERVICES, LLC	Valeria Garcia	719 KING AVE.	SAN ANTONIO	TX	78211	USA	rrm@rrmtzconcreteservices.com	210-501-4355	<u>H</u>	<u>E</u>		<u>Inactive(N)</u>	<u>A-Active</u>

SEARCH SECTIONS

MORE FROM HOMEPAGE

'How much fraud is OK?': In voter fraud debate, Republicans have a trump card

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NEWS

Dallas developers battle over affordable housing and government subsidies



Odyssey Residential wants to put its affordable housing project, Copperridge, at this site on Maple Avenue in Dallas.

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Odyssey Residential wants to put its affordable housing project, Copperridge, at this site on Maple Avenue in Dallas.



For months, a fight has been quietly boiling over affordable housing projects in Dallas and the way the state doled out millions of dollars in government subsidies to fund their construction.

That dispute is now spilling out publicly, pitting the nonprofit Frazier Revitalization Inc., founded by Dallas real estate giant J. McDonald Williams, against the for-profit company of Bill Fisher, a man best known for wearing a wire to put away Dallas council member Don Hill.

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At the heart of the matter, amid questions over the process of awarding subsidies and suggestions of impropriety, are critical concerns about affordable housing, where it should be built and how it will do the most good for those in need.

The questions started in October, when the board of the Texas Department of Housing and Community Affairs voted 3-2 to select Fisher's company, Odyssey Residential, to receive \$20 million in lucrative tax credit subsidies for construction of apartment homes at Maple Avenue and Inwood Road.

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Since then, the two sides have been firing legal salvos back and forth.

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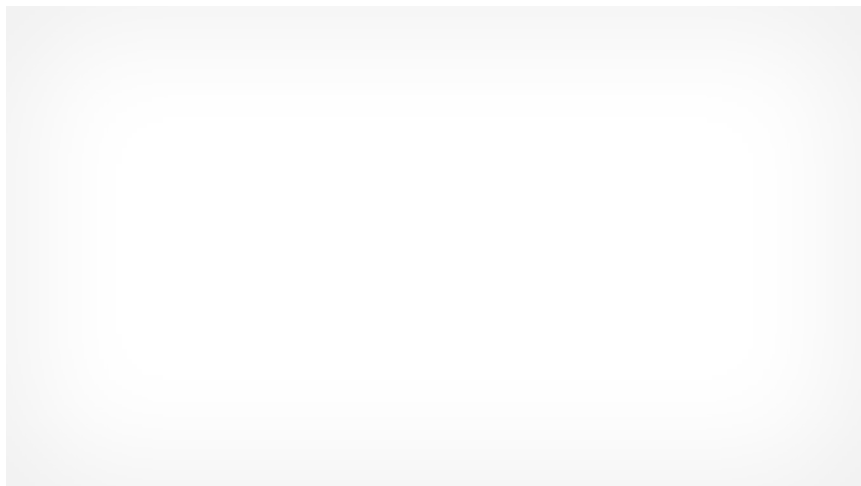
The 1 Clever Trick Most Mac Owners Don't Know (Do It Today) [↗](#)

BY

Williams, who has donated millions of dollars for the South Dallas revitalization effort, says Frazier Revitalization — not Odyssey — deserved the \$20 million in subsidies.

“Somebody figured out there is a way to beat the system,” he said.

ADVERTISING



Fisher, meanwhile, said in an interview that Odyssey won the subsidies fairly.

“Winners win and losers whine,” he said.

On Tuesday, the state board is set to either finalize or reconsider its selection of the Odyssey project with a vote on whether to waive certain rules that would otherwise disqualify the project from receiving credits. As it stands, the project has too high a ratio of one-bedroom units under state rules. The board also must agree on a minor procedural issue.

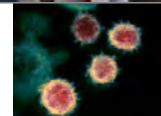
Frazier officials plan to attend the meeting to oppose the waivers.

Odyssey project wins subsidies

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Texas adds 1,725 new
coronavirus cases;
Tarrant County reports
1 death, 145 cases



The board's choice of the Odyssey project, known as Copperridge, came over six other projects in Dallas and dozens of other projects around the state that also sought tax credit subsidies. The subsidies are worth millions of dollars when they are sold to investors.

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Among the losers was Frazier Revitalization's Hatcher Square, a use development near Fair Park that community leaders hope will someday be a cornerstone of the area's resurgence.

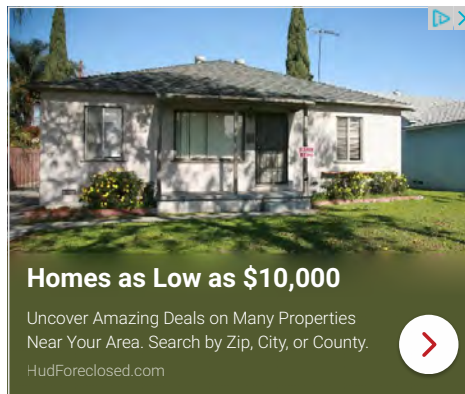
Hatcher Square is one of the largest public-private partnerships in South Dallas and has long been supported by City Hall.



Frazier officials felt confident they would win a share of tax credits.

That's because their application tied with another project for the highest score the state housing staff gave to Dallas projects seeking subsidies in October.

The state scores projects based on cost, financial feasibility, location, site conditions and impact, as well as other factors. Hatcher Square scored 210; Copperridge scored 196.



But the state board in Austin had the discretion to grant subsidies to projects it deemed most worthy, regardless of score.

Board member Kent Conine moved to approve Copperridge, citing what he considered its strong financials.

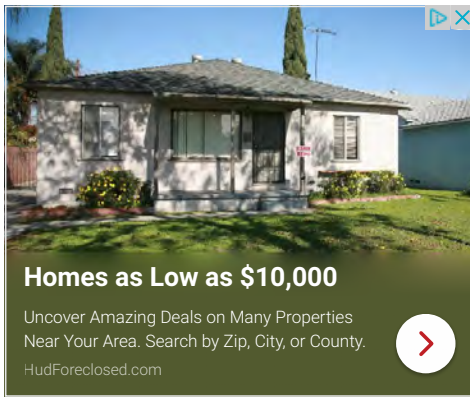
The decision stunned Frazier officials and many southern Dallas leaders.

The Rev. Donald Parish, pastor of True Lee Missionary Baptist Church, across the street from the Hatcher Square site, said Odyssey "could go to any bank and get the funding they need just by virtue of them being in North Dallas."

"We've come through decades of red-lining where it's been impossible to do any type of development," he said. "To see this opportunity come so close, we were surprised we were stiff-armed."

Frazier officials fight back

Top Frazier officials decided not to take the decision quietly.



Among them was Williams, the former chief executive of Trammell Crow Co. and time director of the former parent company of *The Morning News*.

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They have sought to cast doubt on the board's decision to write letters to the state housing

board and through a deposition of Fisher in which he was questioned about his financial past.

Fisher's lawyers tried but failed to have the deposition sealed, stating it could be "extremely detrimental to [Fisher's] business."

Fisher, in documents and interviews, said powerful people like Williams and politicians including state Sen. Royce West, D-Dallas, are driving the push against him in a misguided effort to sink the Copperridge project and salvage subsidies for Hatcher Square.

He questioned the credibility of Frazier's former chief executive, Jon Edmonds, because of his link to a federal investigation of County Commissioner John Wiley Price. Edmonds was subpoenaed to testify before a grand jury in the case but has not been charged with any wrongdoing.

Federal housing lawsuit looms

Hovering above all of this is a major federal lawsuit that could be playing a critical, if silent, role in the selection of Copperridge over Hatcher Square.

The case, filed in 2008 by the nonprofit Inclusive Communities Project, has already led to a ruling by U.S. District Judge Sidney Fitzwater that the state's tax credit policies have had a racially discriminatory effect by segregating minorities into traditionally minority neighborhoods.



Fitzwater is now deciding whether the agency's actions were intentionally discriminatory or whether they were justified by legitimate interests.

The lawsuit was not cited during the board’s public discussion on the selection of projects.

TDHCA executive director Tim Irvine said the board has been conscious of locating projects in such high-opportunity areas, more census tracts with higher median incomes and areas with good schools and access to transportation.

Fisher said Odyssey chose the Maple and Inwood location because it is in a high-opportunity area.

Frazier officials stated in the Nov. 4 letter to the board that the lawsuit shouldn’t have affected the awarding of credits.

The lawsuit “should not be construed to block tax credit allocations for low-income neighborhoods already in transition to middle class neighborhoods, where a catalytic project like Hatcher Square will dramatically accelerate the revitalization,” it stated.

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The fact remains that Copperridge would be built in a wealthier, whiter part of Dallas than Hatcher Square. But it is also true that Hatcher Square scored higher than Copperridge, even with the state factoring locations into their scores.

Two sides trade barbs

The first salvo in the fight between Frazier and Odyssey came Nov. 4, when former Dallas city manager Richard Knight, Frazier’s chairman, and Dorothy Hopkins, its chief executive, sent a letter to TDHCA board chairman Paul Ozer that criticized elements of the Copperridge project.

They questioned its financing, whether it is “shovel-ready” and its location in a part of the city that is “currently highly developed, with more under construction and no housing inadequacies,” the letter stated.

The letter also noted that “there are apparently elements of the background of Copperridge’s partners not fully disclosed in their application ... we have already discovered public records reflect tax liens against one of the partners, James R. [Bill] Fisher.”

It concluded that the board’s selection of Copperridge “appears to be favoritism towards this applicant, and hence discrimination towards

others who have tried to follow all the rules and processes of the TDHCA.”



Attorneys for Odyssey responded that the claim “false, misleading, libelous and actionable” in a letter to dated Dec. 1.

Frazier officials’ activities irreparably and knowingly harming Odyssey and its employees,” the letter stated. In

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addition, it stated that Fisher’s personal tax lien “is irrelevant to this applicant and its award, as it has been with all applications made by Odyssey.”

In an interview, Fisher said he was never a partner in Odyssey, as Frazier officials claimed, but simply an employee.

He resigned from the company Dec. 9, two days after a deposition about his personal finances. The sworn deposition was performed by Dallas attorney Lisa Blue Baron at Williams’ request, ostensibly over an old debt of Fisher’s unrelated to the Copperridge project.

Fisher said he left Odyssey because he “creates problems for the company” and carries baggage from his role in Hill’s conviction.

He accused Baron of fishing into his past on behalf of Williams and West, who has given political support to Hatcher Square.

Probing Fisher’s interest in Odyssey



During the deposition, Fisher was asked about the tax lien and a series of judgments against him totaling more than \$1 million and about his and his family’s finances, according to documents.

But the deposition also appeared to be an effort to

demonstrate Fisher is more than an employee of Odyssey. Fisher maintains he does not have an ownership interest in Odyssey because of his tax lien, he said.

The tax lien “precludes me from a variety of things that normal people do,” he said in the deposition.

Baron questioned Fisher about an investment firm, called Naples, that Fisher said he works for but received nothing of value from in the last 10 years.

Fisher stated that he believes the investment firm is owned by a partnership called Fisher Family Limited Partnership.

“If they own Naples Investment Company, it would have been from the time it was formed in 2001 or 2002,” he stated.

He also stated that there are multiple Naples entities.

“The owner, I already told you, I believe is the family limited partnership or it’s owned directly by my daughter and my son, depending on which Naples it is,” he said.

Fisher’s daughter Melissa Adami, 30, and his son, James Fisher III, who was 19 at the time the deposition was taken, financially benefit from Naples, according to the deposition.

Fisher stated that his son has received compensation from the company of “less than \$40,000 a year, on average, for the last five years.”

Naples has provided Fisher’s son with a 2006 Porsche sport utility vehicle, the document said.

Fisher drove the Porsche to his deposition, he said. He explained that his son was using his 2003 Chevrolet Tahoe to go duck hunting that day.

Fisher said that, over the years, he has gotten loans of “less than \$100,000” from his daughter.

His daughter works for Odyssey as director of project development, according to the firm’s website.

Baron questioned Fisher about what Naples does.

“Naples has ownership interest in construction companies, and that is the source of their income or net worth,” he said.

But he refused to give the names of construction companies connected to Naples because his attorney advised him to answer only questions relevant to the collection of the judgment.

Baron also questioned Fisher about an Odyssey development entity named Odyssey Residential Construction.

That firm is listed in the Copperridge application as a development team member and general contractor that could earn more than \$1.3 million in profit from the project.

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Odyssey president Saleem Jafar said he would “have to look at the ownership,” when asked in an interview who owns the affiliated entity Odyssey Residential Construction company.

Jafar said that he is neither “a shareholder, officer nor director.”

“While it is an affiliate company, I would have to look at it,” he said.

In an e-mail to *The News*, Fisher said he has never owned or controlled any Odyssey entities.

“Ask Odyssey about their owners if you want that information,” he wrote.

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Fisher defends Copperridge

Fisher has vigorously defended Odyssey’s plans for Copperridge as good for the city and its needy residents.

The 252-unit plan will bring 153 affordable apartments to a growing part of Dallas where the poor are being squeezed out for pricier development, Fisher said.

The city’s economic development and housing department staff have worked with the developer on the Copperridge project because they see many positive aspects to it.

It is a rare subsidized project that includes both affordable and market-rate units. It is also intended to be a revenue-generating, tax-paying property.

As for the project being “shovel-ready,” it will be built according to a schedule approved by the state agency, Fisher said.

And though the project site isn’t yet owned by Odyssey, there is an earnest money contract that can be closed on at any time, Jafar said.

There does remain a question about the project’s financing, however.

Specifically, the Dallas City Council has not yet approved \$4.5 million in financing that Odyssey is seeking to complement its \$20 million in tax credit subsidies.

It was that \$4.5 million that state board member Conine cited when he pushed the project forward.

“That told me the city of Dallas wanted it there,” he said.

Normally, approval of such financing comes within days, if not weeks, of the state board’s approval of tax credits.

Fisher and Jafar both said they expected the approval some time ago.

That expectation isn't unfounded. On multiple occasions, the City Council has signaled its support for the project through resolutions, zoning approval and other procedural votes that passed unanimously.

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However, it's now unclear whether the funding will be approved.

Mayor Pro Tem Pauline Medrano's district includes the project, and she has supported it. But she hedged when asked if she thought the city would help finance it.

"I don't know how the vote would be. There's other council members that have other projects, and we still don't know what will happen regarding the state board's vote Tuesday on the waiver request," she said.



Council member Carolyn Davis, whose district includes the Hatcher project, has sent a letter to the board, meanwhile, expressing her "strong opposition" to Copperridge.

"The project does not help increase the quality of life of a community in need," she wrote. "It also has individuals of questionable character involved that creates risk to the City of Dallas."

She promised to oppose any city funding for the plan.

If Copperridge can't get funding from the city, it risks losing its tax credits. And that could lead to the project's collapse.

"At that point the project, to the extent it needs any support from the city of Dallas, is over," Jafar said.

If Copperridge were to lose its credits, there would be that much more money in the pot when credits are handed out this year.

And when that happens, the board will no longer have the power to award credits based on its discretion.

That power, long controversial, was stripped by Gov. Rick Perry late last year.

And Frazier officials are already planning to have the Hatcher Square project reapply, with hopes that this will be a better year.

"The only way the Hatcher Square and other projects in low-income areas can be financed is with tax credits," Williams said.

"So it's that or no project."

At a glance: How the tax credit program works

The tax credit program was created in 1986 to provide tax incentives as a way to generate private capital for the construction or rehabilitation

of affordable rental housing for qualified low- and moderate-income households.

The Texas Department of Housing and Community Affairs awards credits annually to applicants seeking to develop affordable housing around the state.

Those developers who receive tax credit awards sell those credits to investors who generate cash to help fund their development activity.

The investors can then use their credits to reduce their tax liability over a period as long as the development continues to meet the requirements of the program.

How tax credits are awarded

All projects applying for credits are scored based on criteria set out in the state's Qualified Allocation Plan. Each year the QAP must be approved, rejected, or modified by the governor.

What are the scoring criteria?

Among other things:

A project's cost.

Financial feasibility.

Location.

Support from certain officials and neighborhood organizations.

Local financial assistance.

Site conditions.

What are forward credits?

Most subsidies are awarded based solely on the score of projects. In the past, however, the TDHCA board has had the discretion to award some funds based solely on its discretion regardless of score. These awards are known as "forward commitments" because they must be drawn from the coming year's credit allocation. Under the 2012 QAP, the state no longer allows forward credit awards.

Comparison: The projects and their components

Odyssey Residential's

Copperridge project

Location: 5522 Maple Ave.

Type: Luxury rental apartments

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Units: 252 (153 affordable-housing units, 99 market-rate units)

Unit breakdown: 117 one-bedroom, 110 two-bedroom, 25 three-bedroom

Project cost: \$39 million

Planned funding sources:

\$17.6 million: Dougherty Mortgage construction loan

\$15.9 million: Proceeds from sale of tax credits

\$4.5 million: City of Dallas contribution

\$712,000: In-kind equity/deferred developer fee

\$300,000: Private loan or grant

Frazier Revitalization's

Hatcher Square project

Location: Hatcher Boulevard at Scyene Road

Type: Mixed-use retail and residential development

Units: 136 (all affordable-housing)

Unit breakdown: 32 one-bedroom, 73 two-bedroom, 31 three-bedroom

Project cost: \$20.7 million

Planned funding sources:

\$15 million: Proceeds from tax credits

\$4.07 million: Amegy Mortgage Capital

\$1.5 million: City of Dallas

\$96,620: Deferred developer fee

SOURCE: Texas Department of Housing and Community Affairs

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dallasnews Administrator

✉ newsfeedback@dallasnews.com

Texas Department of Housing and Community Affairs

Competitive 9% Housing Tax Credit Pre-Application

Pre-Application

Application Number: 21291

Submitted Date: 1/7/2021 3:52PM

Submitted By: Jack Traeger

Contact Information

Primary Contact: Jack Traeger
2625 Serenity Ct
Carrollton, TX 75010

Phone: 214-244-4725
Email: jackt@legacymultifamily.net

Secondary Contact: Melissa Fisher

Phone: 972-701-5558
Email: mfisher@rise-residential.com

Consultant Contact: Bill Fisher

Phone: 214-608-7201
Email: bill.fisher@sonomaadvisors.com

Development Information

Name of Proposed Entity: TX Legacy Denton, LP

Development Name: The Legacy in Denton

Development Type: New Construction

Secondary Type: None

Previous TDHCA #:

Initial Construction Year:

Units Demolished: 0

Units Reconstructed:

of Non-Contiguous Sites: 0

of Census Tracts: 1

Target Population: General

Development Address: 4298 E McKinney
Denton, TX 76208

ETJ?: N

County: Denton

Region: 3

Rural/Urban: Urban

Census Tracts: 48121021405

Total LI Units: 189

Total MR Units: 43

Total Units: 232

HTC Request: \$1,500,000.00

Pre-App Fee Due: \$2,320.00

**Has Fee already
been submitted?:** Yes

Name on Check: Legacy Multifamily Development, LLC

Check Number: 2511

Set-Aside Election: none

Notifications

U.S. Representative: Michael Burgess

District: 26

State Senator: Drew Springer

District: 30

State Representative: Lynn Stucky

District: 64

School Superintendent: Jaime Wilson
School District: Denton ISD
School District Address: 1307 N. Locust Street
Denton, TX 76201

Presiding Officer of Board of Trustees: Barbara Burns
Address: 1307 N. Locust Street
Denton, TX 76201

Elected Officials: Andy Eads
Dianne Edmondson
Ryan Williams
Ron Marchant
Bobbie J Mitchell
Gerard Hudspeth
Birdia Johnson
Connie Baker
Jesse Davis
John Ryan
Deb Armintor
Paul Meltzer

County Judge
County Commissioner
County Commissioner
County Commissioner
County Commissioner
Mayor
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15
Rent Levels of Residents: 11
Resident Services: 11
Opportunity Index: 7
Underserved Area: 4
Tenant Populations with Special Housing Needs: 3
Proximity to Jobs: 1
Serve and Support Texans Most in Need Total: 52

Criteria Promoting Community Support and Engagement

Commitment of Development Funding by Local Political Subdivision: 1
Declared Disaster Area: 10
Community Support and Engagement Total: 11

Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility:	26
Cost of Development per Square Foot:	12
Pre-Application Participation:	6
Leveraging Private, State and Federal Resources:	3
Extended Affordability:	4
Historic Preservation:	0
Right of First Refusal:	1
Funding Request Amount:	1
Efficient Use of Limited Resources and Applicant Accountability Total:	53
Point Adjustment:	
Total Applicant Self-Score:	133

Do not see mailing addresses for notification recipients

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed:	
Government Support:	17 points
Quantifiable Community Participation:	4 points
Community Support from a State Representative:	8 points
Input from Community Organizations:	4 points
Concerted Revitalization Plan:	0 points



Attachments and Certifications

-
- Site Control Documentation: [Assignment of Ground Lease 4298 E Mickinney.pdf](#)
[4298 E McKinney ABSOLUTE NET GROUND LEASE 12.11.](#)
 - Census Tract Map: [4298 McKinney - Census Tract #48 121 0214 05 \(2020\).pdf](#)
 - Neighborhood Risk Factors:
 - Other Pertinent Information: [FedEx Ship Manager - Legacy Denton 9percent preapp fees.](#)

Site Information Form Part III

Self Score Total: 133

1. Site Acreage

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

Site Control: 16.1059 Site Plan: 16.1059 Appraisal: N/A ESA: 16.1059

Feasibility Report Survey: 16.1059 Feasibility Report Engineer's Plan: 16.1059

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

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

All reports and surveys agree.

2. Site Control [10 TAC §11.204(10)]

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

Denton/LMD, LLC Lou Lebowitz

Entity Name **Contact Name**

4311 W. Lovers Lane, #200

Address

Dallas TX 75209 12/15/2020

City **State** **Zip** **Date of Last Sale**

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)? No

If "Yes," please explain:

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

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

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

Name:	Relationship:

Site Control is in the form of:

- Recorded Warranty Deed with corresponding executed closing/settlement statement.
- Contract for sale.
 - If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- Contract for lease.
- Other, describe Ground Lease with a Purchase Option

Effective date of Contract or Option: 12/15/2020

Expiration of Contract or Option: 12/15/2021

Anticipated Closing Date: 12/15/2021

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

No Title Commitment

The Property has the following encumbrance(s):

None

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

Fee Simple Ownership anticipated

If the property was or will be purchased in advance of an Application being submitted or is anticipated to be purchased while an Application is under review by the Department, please explain the circumstances that necessitated the purchase in the box below. Note that purchase prior to contract may make the Development ineligible for Direct Loan :

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

Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:

Evidence of an easement, leasehold, or similar documented access; and

Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

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

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household

New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*

†Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

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

Development is located in a Small Area Difficult Development Area (SADDA)

- Rural Development (Competitive HTC only)

- Development is entirely Supportive Housing (Competitive HTC Only)

Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)

Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)


Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)

Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

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

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

Site Control Documentation

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

Ingress/Egress and Easements

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

Re-platting or Vacating Requirement


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

Title Commitment or Policy

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

No Title
Commitment

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at :

<https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx>

<https://opportunityzones.hud.gov/resources/map>

- If QCT or SADDA designation is not for the current year and 30% boost is being claimed, a certification that meets the requirements of §11.(c)(4) of the QAP is provided behind this tab.

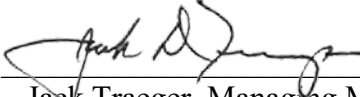
ASSIGNMENT OF INTEREST

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (**“Assignor”**) does hereby ~~GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER~~ and DELIVER unto TX Legacy Denton, LP (**“Assignee”**), all of the right, title and interest of the Assignor in and to that certain Absolute Net Ground Lease, between the undersigned as **“Tenant”** and Denton/LMD, LLC as **“Landlord”**, dated December 15, 2020 covering property located at 4298 E. McKinney Street, Denton, Denton County, Texas. The Net Ground Lease and property being more particularly described in the attached with property described on Exhibit **“A”** hereto.

↑ IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the 7 th day of January, 2021.

ASSIGNOR:

LEGACY MULTIFAMILY DEVELOPMENT, LLC

By: 

Jack Traeger, Managing Member

Assigned the lease to the HTC Owner. Nothing about Purchase Option. Nothing about Cameron County HFC

ABSOLUTE NET GROUND LEASE

This Lease, entered into this 15th day of December, 2020 (the "Effective Date"), by and between the Landlord and the Tenant hereinafter named.

ARTICLE I. Definitions and Certain Basic Provisions.

- 1.1 (a) "Landlord": Denton/LMD, LLC
(b) Landlord's address: 4311 W. Lovers Lane #200, Dallas, Texas 75209
(c) "Tenant": Legacy Multifamily Development, LLC
(d) Tenant's address: 16812 Dallas Parkway, Dallas, Texas 75248
(e) "Demised Premises": Real property described in Exhibit "A" attached hereto and made a part hereof by reference for all purposes.
(f) Lease Term: One (1) year
(g) Minimum guaranteed monthly rental, payable in advance on the first day of each succeeding month will be \$150 per month
(h) Permitted Use: Any legal use allowed under existing zoning, codes and statutes.
(i) Commencement Date: The Effective Date

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

ARTICLE II. Granting Clause. In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Demised Premises as described in Section 1.1, TO HAVE AND TO HOLD said premises for the Lease Term specified in Section 1.1, all upon the terms and conditions set forth in this Lease.

ARTICLE III. Occupancy and Acceptance of Premises. By taking possession of the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder. Tenant accepts the Demised Premises in its current "AS-IS, WHERE-IS" condition, and agrees to make its own improvements. Tenant may have possession of the Demised Premises upon execution hereof, and shall be bound by all terms and conditions contained herein.

ARTICLE IV. Rent. Rental and escrows shall accrue hereunder from the Commencement Date, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment. Tenant shall pay to Landlord minimum guaranteed rental and escrows in monthly installments in the amounts specified herein, with the first such monthly installment shall be due and payable upon execution hereof, and subsequent installments due and payable on or before the first day of each succeeding calendar month during the hereby demised term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as minimum guaranteed rental and escrows for the balance of such calendar month a sum equal to that proportion thereof specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall bears to the total number of days in such month. It is understood that the minimum guaranteed rental and monthly tax escrows, is payable in

advance on or before the first day of the month, in accordance with this lease). It is understood that all rental and escrows are payable by cash, cashier's check, money order, or by personal check, and if paid by personal or corporate check, Tenant hereby guarantees by the delivering of such check (or checks) to Landlord that sufficient money will be on deposit at the bank at the time of the payment thereof to cover the payment of such check (or checks) to Landlord. In the event any payment is received more than 10 days after its due date, or in the event the bank returns any check for any reason whatsoever, there shall be a penalty on such amount of 10%. If any payment due hereunder shall remain unpaid for 30 days after such payment is due, or if a check is returned by the bank a second time, or a replacement check is returned for any reason whatsoever, the penalty shall be an additional 10% (for a total penalty of 20%). Any such penalty shall be payable as additional rent hereunder, and shall be payable immediately on demand. In addition to any and all other penalties provided for herein, any payment due hereunder not made within ten (10) days after the date that such payment is due shall be subject to a late charge of \$25.00 per day for each and every day thereafter that such payment remains unpaid. If a penalty as provided above is payable more than twice during the term of this lease, Landlord may require, by giving written notice to Tenant, (and in addition to any penalty arising out of the above) that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

ARTICLE V. Use and Care of Premises. The Demised Premises may be used only for the purpose or purposes specified in Section 1.1 above, and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations. Tenant shall have the authority to submit to the appropriate governmental agencies, including, but not limited to, the City of Denton, Texas, and agencies of the State of Texas for rezoning, entitlements, economic development assistance, tax breaks and other required submissions for the ultimate redevelopment of the Demised Premises.

ARTICLE VI. Maintenance and Repair of Premises. Tenant shall, at its own cost and expense, keep, maintain and take good care of the Demised Premises, and maintain the Demised Premises in good, clean condition, in accordance with all applicable City, State and Federal statutes, codes and ordinances. If any repairs required to be made by Tenant hereunder are not made within ten days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rental hereunder the cost of such repairs plus interest at the rate of ten percent per annum from the date of payment by Landlord until repaid by Tenant. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, vacant, and cleared of all improvements, excess dirt and debris.

ARTICLE VII. Alterations. Tenant shall not make any permanent alterations, additions, or improvements to the Demised Premises without the prior written consent of, and approval of, the plans and specifications therefor (the "Plans") by Landlord. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by

either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal in which event Tenant shall remove same and restore the Demised Premises to their original condition at Tenant's expense. All construction work done by Tenant within the Demised Premises shall timely completed in accordance with the Plans, and be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business. Tenant agrees to indemnify Landlord and hold him harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage#

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ARTICLE VIII. Utilities. Tenant shall promptly pay all charges (including, all connection, and hook-up or set-up charges) for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Landlord shall not be liable for any interruption whatsoever in utility services.

ARTICLE IX Insurance. Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Demised Premises under express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall procure, prepay annually in advance, and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises, or by the condition of the Demised Premises, the limits of such policy or policies to be in an amount not less than \$250,000 in respect of injuries to or death of any one person, and in an amount not less than \$2,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed, and to be written by insurance companies satisfactory to Landlord. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional rent hereunder the premium cost thereof plus interest at the rate of ten percent per annum from the date of payment by Landlord until repaid by Tenant. Landlord will maintain such other insurance covering the Demised Premises in such amount and form as Landlord may, in its sole discretion, determine, for the sole benefit of Landlord and under its sole control. Tenant shall pay to Landlord, as additional, rental, upon demand, all premiums for such insurance coverages.

ARTICLE X. Non-Liability for Certain Damages. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property caused by the Demised Premises becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any other persons whomsoever.

ARTICLE XI. Eminent Domain. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided however, any proceeds so paid to Landlord will reduce the Purchase Price, as provided in Article XXI herein.

ARTICLE XII. Assignment and Subletting. Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Further, Tenant may assign this Lease to an entity controlled by, controlling or under common control with Tenant, without Landlord's consent by delivery of written notice so indicating to Landlord. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease. In the event of the transfer and assignment by Landlord of its interest in this lease to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto. Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Demised Premises.

ARTICLE XIII. Property Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed upon the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder. The Tenant shall pay to Landlord, as additional rental, upon demand, all taxes assessed upon the Demised Premises, including roll-back taxes, and any taxes imposed, in whole or in part, in substitution for and/or in replacement of such taxes, including, but not limited to, so called "Margin Taxes". The payment to be made by Tenant for the tax year in which this lease (commences or terminates) shall bear the same ratio to the payment which would be required to be made for the full tax year as the number of months of such tax year which elapsed subsequent to commencement (or prior to termination) of this lease bears to a full tax year. Tenant shall also reimburse Landlord for any property tax consultant fees incurred by Landlord in protesting any proposed increase of the

value of the Demised Premises for ad valorem tax purposes by the Denton Central Appraisal District and/or any other authority now or hereafter authorized to increase such value by State, City, County or any other governmental or quasi governmental body now or hereafter empowered to levy taxes upon the Demised Premises#

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ARTICLE XIV. Default by Tenant and Remedies.

14.1 The following events shall be deemed to be events of default by Tenant under this lease:

- (a) Tenant shall fail to pay any installment of rental or any other obligation under this lease involving the payment of money and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant; provided, however, that for each calendar year during which Landlord has already given Tenant two (2) written notices of the failure to pay an installment of rental, no further notice shall be required (i.e., the event of default will automatically occur on the tenth day after the date upon which the rental was due).
- (b) Tenant shall fail to comply with any provision of this lease, other than as described in sub-section (a) above, and either shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of the lease within three months after Landlord's written notice.
- (c) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (d) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease.
- (e) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this lease.
- (f) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.

14.2 Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

- (a) Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default, plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 1-1/2% per month); and Landlord may pursue a monetary recovery from Tenant. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 14.1 of this lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any

expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in subsection (f) of Section 14.1 of this lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

- (b) Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued pursuant to this lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this subsection, said loss and damage to be determined by either of the following alternative measures of damages:
- (I) Until Landlord is able, through reasonable efforts, the nature of which efforts shall be at the sole discretion of Landlord, to relet the Demised Premises under terms satisfactory to Landlord, in its sole discretion, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this lease. If and after the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in anyway the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this lease; but Tenant shall have no right to such excess other than the above-described credit.
- (ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant thereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this lease for the remainder of the term and the

reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to the rate of interest which is allowed by law in the State of Texas when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent per annum).

If Landlord elects to exercise the remedy prescribed in subsection 14.2(a) above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 14.2(b) above, provided that at the time of such cancellation Tenant is still in default. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

14.3 It is expressly agreed that in determining "the monthly rentals and other charges provided in this lease," as provided in this Article XIV, there shall be added to the minimum guaranteed rental (as specified in Sections 1.1 of this lease) a sum equal to the payments for taxes, charges and insurance (as specified in this lease).

14.4. It is further agreed that, in addition to payments required pursuant to subsections 14.2(a) and 14.2(b) above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

14.5 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

14.6 If Landlord shall employ an attorney to represent, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

14.7 In the event of an event of default hereunder, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Demised Premises by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks on all entry doors of the Demised Premises, thereby permanently excluding Tenant. In such event Landlord shall not be obligated to place any written notice on the Demised Premises explaining Landlord's action; moreover, if a reason for Landlord's action is the failure of Tenant to pay any one or more rentals when due pursuant to this lease, Landlord shall not be required to provide the new key (if any) to Tenant until and unless all rental defaults of Tenant have been fully cured.

14.8 In the event of any default described in subsection (d) of Section 14.1 of this lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurances (i) of the source of rent and other consideration due under this lease, (ii) that the financial condition and operating

performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this lease; (iii) that any percentage rent due under this lease will not decline substantially; (iv) that any assumption or assignment is subject to all of the provisions of this lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other lease, financing agreement or other agreement relating to the Demised Premises, and (v) that any assumption or assignment will not disrupt any tenant mix or balance in the Demised Premises.

- (a) In order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this lease is effective: (i) all defaults under subsection (a) of Section 14.1 of this lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 14.1 of this lease other than under subsection (d) of Section 14.1 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption) and escrows, and an advance prepayment of minimum guaranteed rent and escrows in the amount of six (6) months minimum guaranteed rent and escrows then due hereunder, both sums to be held by Landlord in accordance with the terms hereof, and deemed to be rent under this lease for the purposes of the Bankruptcy Code as amended and from time to time in effect.
- (b) In the event this lease is assumed in accordance with the requirements of the Bankruptcy Code and this lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (i) financial statement of the proposed assignee prepared in accordance with generally accepted accounting principals consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgment, to assure the future performance by the proposed assignee of Tenant's obligations under this lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this lease.

14.9 No agreement to accept a surrender of the Demised Premises and no act or omission by Landlord or Landlord's agent during the term shall constitute an acceptance or surrender of the Demised Premises unless made in writing and signed by Landlord. No reentry or taking possession of the Demised Premises by Landlord shall constitute an election by Landlord to terminate this lease unless a written notice of such intention is given to Tenant. No provision of this lease shall be construed as an obligation upon Landlord to mitigate Landlord's damages under this lease.##

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ARTICLE XV. **Holding Over.** In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be

deemed to be occupying said Demised Premises as a tenant from month to month at a rental equal to \$25,000.00 per month, and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XVI. Notices. Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above, or at such other addresses as they have theretofore specified by written notice. If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

ARTICLE XVII. Miscellaneous. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Whenever a period of time is herein prescribed for action to be taken by either party,, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord. **TIME IS OF THE ESSENCE**, with respect to all terms, conditions and provisions contained in this Lease. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Demised Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default (only if Tenant has been provided such holder's name and address) and a reasonable time (not to exceed 15 days) for curing such default shall thereafter have elapsed. Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this lease, at all times during the continuance of this lease have the peaceable and quiet enjoyment and

possession of the Demised Premises. This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Notwithstanding anything to the contrary provided herein, it is understood and expressly hereby acknowledged that this Lease is an absolutely triple net lease, with the Tenant responsible for the payment of all taxes, insurance premiums and maintenance expense (including all necessary repairs and replacements) with respect to the Demised Premises throughout the term hereof. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified). The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

ARTICLE XVIII Hazardous Materials. Tenant represents and warrants that it shall not use or permit any Hazardous Materials to be used in or on the Demised Premises. If any such Hazardous Material is discovered at any time during the term or any time hereafter under circumstances in which it is reasonably clear that such Hazardous Material became present at any time between the date possession of the Demised Premises was delivered to Tenant and the expiration or earlier termination of this lease, Tenant shall indemnify, defend, and hold and save Landlord harmless from and against all claims, liabilities, actions, judgments, responsibilities and damages of every kind and nature arising from or related to the presence and/or removal of such Hazardous Material during said period. Tenant shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches the obligation stated herein or if the presence of Hazardous Material on the Demised Premises results in contamination of the Demised Premises, or if contamination of the Demised Premises by Hazardous Material otherwise occurs, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgements, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction of use of the Demised Premises, , and sums paid in settlement of claims, attorneys' fees, consultant fees ,and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Demised Premises. Without limiting the foregoing, if the presence of any Hazardous Material in, on, or under the Demised Premises, caused or permitted by Tenant, results in any contamination of the Demised Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material, adverse, or long - term or short- term effect on the Demised Premises . As used herein, "Hazardous Materials" shall mean any hazardous, toxic, or

Lease is not
Purchase Option.
Would need to
exercise purchase
option.

...ce, material, matter or waste which is or becomes regulated by any Federal, State, or local law, ordinance, order, rule, regulation, Code or any other governmental restriction or requirement, and shall include, but not be limited to asbestos, petroleum products, and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), as amended, 42U.S.C. 9601, et seq., and the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq, and any and all other similar laws, rules, or regulations now or hereafter promulgate by any State, Federal, or local governmental or quasi-governmental entity.

ARTICLE XX. **Escrows.** Monthly, at the same time as guaranteed monthly rental is due hereunder, Tenant shall escrow with Landlord an amount equal to one-twelfth of Landlord's estimate of the 2021 annual taxes due with respect to the Demised Premises, which Landlord currently estimates to be \$3,000.00 per month. In the event that the actual amount due for 2021 annual taxes exceeds the amount of escrows collected by Landlord pursuant to the terms hereof, Tenant shall reimburse Landlord within ten (10) days after receipt of written notice for such excess.

ARTICLE XXI **Purchase Option.** Provided that Tenant is not then in default hereunder, Tenant shall have the Option (herein so called) at any time during the term hereof, to purchase the Demised Premises from Landlord for One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) plus an amount equal to all third party costs and expenses incurred by Landlord in connection with the acquisition and ownership of the Demised Premises, including, but not limited to, ad valorem taxes, insurance premiums, maintenance, management and operation costs (the "Purchase Price"), subject to and upon the terms and conditions hereinafter provided. If Tenant desires to exercise the Option, Tenant shall deliver written notice so indicating to Landlord at any time after January 15, 2021 and at least ten (10) business days prior to the end of the term hereof (the "Option Notice), together with an additional Earnest Money deposit of \$100,000. If Tenant so exercises the Option, the Closing (herein so called) of the sale of the Demised Premises shall occur on or before the earlier to occur of the expiration date of the Lease or ten (10) business days following the date of the Option Notice, or such other date as mutually agreed to in writing by the parties.. At the Closing, Tenant shall pay to Landlord in cash the balance of the Purchase Price due, and in consideration therefor, Landlord shall execute, acknowledge and deliver a Special Warranty Deed to Tenant covering the Demised Premises, subject to all other matters of public record. At the Closing, Tenant shall pay all closing costs, including title insurance premiums, Landlord's attorneys' fees, escrow fees, and other expenses of closing. Landlord shall remove or cause to be removed at Closing any liens that affect the Demised Premises placed thereupon by Landlord during the term hereof.

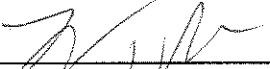
ARTICLE XXII. **Deposits.** As a substantial and material incentive to Landlord entering into this Lease, Tenant has agreed to and shall escrow with National Title Group (the "Title Company"), to be held by the upon execution hereof the sum of \$350,000.00 (the "Option Deposit"), which shall serve as both Earnest Money and Independent Consideration for Landlord entering into this Lease and granting the Option. The Option Deposit, and any additional Earnest Money, shall be forfeitable and non-refundable, but shall be applicable to the Purchase Price due under the Option, at Closing.

EXECUTED, as of the date hereinabove stated.

LANDLORD:

DENTON/LMD, LLC

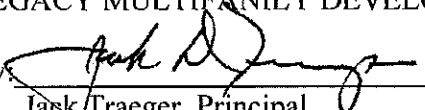
By: SLJ Equities, LLC, Manager

By: 

Louis H. Lebowitz, Pres

TENANT:

LEGACY MULTIFAMILY DEVELOPMENT, LLC

By: 

Jack Traeger, Principal

EXHIBIT "A"

BEING a 16.1059 acre tract of land situated in the Moreau Forest Survey, Abstract No. 417, City of Denton, Denton County, Texas; said tract being all of that tract of land described in Special Warranty Deed to Baylor University recorded in Instrument No. 2012-147583 of the Official Public Records of Denton County, Texas; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set in the south right-of-way line of E McKinney Street (a variable width right-of-way); said point being in a curve to the right having a central angle of $3^{\circ}12'37''$, a radius of 11,405.16 feet, a chord bearing and distance of South $73^{\circ}15'35''$ East, 638.97 feet;

THENCE in a southeasterly direction along the said south line of E McKinney Street and with said curve to the right, an arc distance of 639.05 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South $2^{\circ}34'12''$ West, departing the said south line of E McKinney Street and along the east line of said Baylor University tract, a distance of 1,289.48 feet to a 5/8-inch iron rod with "KHA" cap set for corner in the north line of that tract of land described in Cash Warranty Deed to the City of Denton recorded in Instrument No. 97-19639 of said Official Public Records; from said point a 1/2-inch iron rod found in the said north line of the City of Denton tract bears South $69^{\circ}47'10''$ East, a distance of 82.13 feet;

THENCE North $69^{\circ}47'10''$ West, along the north line of said City of Denton tract, a distance of 169.33 feet to a 1/2-inch iron rod with "1849" cap found for corner;

THENCE North $56^{\circ}19'30''$ West, continuing along the north line of said City of Denton tract, a distance of 195.33 feet to a 1/2-inch iron rod with "1849" cap found for corner; said point being the southeast corner of a 0.294 acre tract of land described as Tract 2 in Deed Without Warranty to the City of Denton, Texas recorded in Instrument No. 03-99478 of said Official Public Records;

THENCE North $25^{\circ}01'51''$ West, along the northeast line of said 0.294 acre tract, a distance of 428.75 feet to a point for corner; said point being the southeast corner of Lot 1, Block 1, DPS Denton Mayhill, an addition to the City of Denton according to the plat recorded in Instrument No. 2020-323 of said Official Public Records;

THENCE along the east line of said Lot 1, the following three (3) calls:

North $9^{\circ}04'51''$ West, a distance of 59.94 feet to a point for corner;

North $33^{\circ}58'11''$ West, a distance of 134.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North $2^{\circ}34'12''$ East, a distance of 746.82 feet to the POINT OF BEGINNING and containing 16.1059 acres or 701,574 square feet of land, more or less.

No property taxes in Full Application

ANNUAL OPERATING EXPENSES			
General & Administrative Expenses			
Accounting	\$	10,000	
Advertising	\$	24,000	
Legal fees	\$	8,120	
Leased equipment	\$	8,120	
Postage & office supplies	\$	16,240	
Telephone	\$	8,120	
Other		<i>Onsite software, Employee Training</i>	\$ 16,240
Other			\$
Total General & Administrative Expenses:			\$ 90,840
Management Fee:	Percent of Effective Gross Income:	4.00%	\$ 104,857
Payroll, Payroll Tax & Employee Benefits			
Management	\$	100,000	
Maintenance	\$	110,000	
Other		<i>Employee Benefits, Payroll Taxes</i>	\$ 65,427
Other			
Total Payroll, Payroll Tax & Employee Benefits:			\$ 275,427
Repairs & Maintenance			
Elevator	\$	8,120	
Exterminating	\$	6,960	
Grounds	\$	18,560	
Make-ready	\$	20,880	
Repairs	\$	27,840	
Pool	\$	9,280	
Other		<i>Electrical, plumbing, HVAC, appliances</i>	\$ 37,120
Other		<i>Miscellaneous Supplies - light bulbs, locks and keys</i>	\$ 18,560
Total Repairs & Maintenance:			\$ 147,320
Utilities (Enter Only Property Paid Expense)			
Electric		<i>TDHCA Operating Expenses</i>	\$ 46,400
Natural gas			\$
Trash		<i>TDHCA Operating Expenses</i>	\$ 16,240
Water/Sewer		<i>TDHCA Operating Expenses</i>	\$ 111,824
Other			\$
Other			\$
Total Utilities:			\$ 174,464
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.33	\$ 69,600
Property Taxes:			
Published Capitalization Rate:	8.50%	Source:	Denton CAD
Annual Property Taxes	\$		
Payments in Lieu of Taxes	\$		
Total Property Taxes:			\$ -
Reserve for Replacements:	Annual reserves per unit:	\$ 250	\$ 58,000
Other Expenses			
Cable TV	\$		
Supportive Services (Staffing/Contracted Services)	\$		
TDHCA Compliance fees (\$40/HTC unit)	\$	7,560	
TDHCA Direct Loan Compliance Fees (\$34/MDL unit)	\$		
TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - \$25/MRB unit)	\$		
Bond Trustee Fees (ALL Tax-Exempt Bond Developments; entry or explanation required)	\$		
Issuer Ongoing Compliance Fees (entry or explanation required)	\$		
Security	\$		
Other	\$		
Other	\$		
Total Other Expenses:			\$ 7,560
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 4,000
		Expense to Income Ratio:	35.40%
NET OPERATING INCOME (before debt service)			\$ 1,693,430
Annual Debt Service			
	\$	<i>\$28,000,000 Loan, 40 yr amort, 4.25%</i>	1,467,715
	\$		
	\$		
	\$	<i>Local Bond Issuer Admin Fee (entry or explanation required)</i>	
	\$	<i>TDHCA Bond Issuer Admin Fee (0.10%)</i>	
TOTAL ANNUAL DEBT SERVICE			\$ 1,467,715
		Debt Coverage Ratio:	1.154
NET CASH FLOW			\$ 225,715

If a revised form is submitted, date of submission:

Full Application.
Does not address
authority to receive
tax exemption in
another County

March 8, 2021

Via Email

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: The Legacy in Denton (TDHCA #: 21291)
Our File No. 52042.1

To Whom It May Concern:

This law firm represents TX Legacy Denton, LP, a Texas limited partnership (“**Partnership**”). At the request of Partnership, we are providing this letter in response to a request from Texas Department of Housing and Community Affairs (“**TDHCA**”) for a letter identifying the statutory basis for the proposed property tax exemption on the multifamily project to be known as The Legacy in Denton (the “**Project**”).

The Cameron County Housing Finance Corporation, a public nonprofit housing finance corporation organized pursuant to Chapter 394 of the Texas Local Government Code (“**CCHFC**”), has an opportunity to acquire legal title to certain real property upon which the Project will be located (the “**Land**”). The Land and the Project would be developed pursuant to the terms of a limited partnership agreement that will be executed by TX Legacy Denton GP, LLC, a Texas limited liability company (“**General Partner**”), a ninety-five percent (95%) owned subsidiary of CCHFC, as the sole general partner of Partnership. Rise Residential Management, LLC, a Texas limited liability company, will own the other five percent (5%) of General Partner. CCHFC will have and maintain control of Partnership through General Partner.

The Land will be leased to Partnership pursuant to a 99-year term ground lease and Partnership will develop the Project on the Land.

We know from the opinion of the Texas Supreme Court pertaining to the issue of a governmental entity owning real property and improvements and availing itself of the exemption under Tax Code § 11.11 that it is necessary for CCHFC to maintain equitable title throughout the entire life of this Project. Accordingly, and consistent with past practices in similar transactions of this type, in addition to the ground lease there will also be a right of first refusal agreement which gives CCHFC the right to acquire the Project if Partnership elects to sell the Project at some point in the future. Because (i) CCHFC will be able to control the actions of General

Partner; (ii) CCHFC would own legal title to the Land and lease it to Partnership; (iii) CCHFC would have an option to purchase the Project at any time; and (iv) CCHFC would have a right of first refusal to acquire the Project, CCHFC would thereby in all instances and at all times own equitable title to the Project.

It is our position that the equitable ownership and use of the Project by CCHFC, under the circumstances outlined above is more likely than not to satisfy the requirements set forth by the Texas Supreme Court for a governmental entity maintaining its 100% property tax exemption under Tax Code § 11.11 and it is more likely than not that the property tax exemption is achievable on this basis, subject to review and approval by the appraisal district.

Please feel free to contact me if you have any questions.

Very truly yours,



Shackelford, Bowen, McKinley & Norton, LLP

LIST OF THE NONPROFIT ORGANIZATION'S BOARD MEMBERS, DIRECTORS AND OFFICERS

N/A				
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	

Nonprofit Supporting Documents Should be Included Behind this Tab

Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:

indicating the Board's awareness of the organization's participation in each specific Application, and

naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

IRS determination letter

(Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

Nonprofit Participation exhibit as provided in the Application

Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant
(not applicable to Tax-Exempt Bond Developments)

Certification regarding Board member residence
(not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

IRS determination letter

(Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

Explanation of basis of nonprofit status if not 501(c)(3) or (4)

Nonprofit Participation exhibit

March 8, 2021

Via Email

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: The Legacy in Denton (TDHCA #: 21291)
Our File No. 52042.1

To Whom It May Concern:

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We know from the opinion of the Texas Supreme Court pertaining to the issue of a governmental entity owning real property and improvements and availing itself of the exemption under Tax Code § 11.11 that it is necessary for CCHFC to maintain equitable title throughout the entire life of this Project. Accordingly, and consistent with past practices in similar transactions of this type, in addition to the ground lease there will also be a right of first refusal agreement which gives CCHFC the right to acquire the Project if Partnership elects to sell the Project at some point in the future. Because (i) CCHFC will be able to control the actions of General

TDHCA
March 8, 2021
Page 2

Partner; (ii) CCHFC would own legal title to the Land and lease it to Partnership; (iii) CCHFC would have an option to purchase the Project at any time; and (iv) CCHFC would have a right of first refusal to acquire the Project, CCHFC would thereby in all instances and at all times own equitable title to the Project.

It is our position that the equitable ownership and use of the Project by CCHFC, under the circumstances outlined above is more likely than not to satisfy the requirements set forth by the Texas Supreme Court for a governmental entity maintaining its 100% property tax exemption under Tax Code § 11.11 and it is more likely than not that the property tax exemption is achievable on this basis, subject to review and approval by the appraisal district.

Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Shackleford, Bowen, McKinley & Norton, LLP". The signature is written in a cursive, flowing style.

Shackelford, Bowen, McKinley & Norton, LLP

The Cameron County Housing Finance Corporation
Attn: Sergio Gonzales, President
974 E. Harrison Avenue
Brownsville, TX 78521
956-371-0339

gonzalezse@lonestarnationalbank.com
mark.yates@co.cameron.tx.us

RISE Residential Management LLC
Attn: Melissa Fisher
16812 Dallas Parkway
Dallas, TX 75248

March 6, 2021

RE: Authority to sign and confirmation of conditional board approval to participate in TX BCC Village, LP (#21-293), TX Legacy Denton, LP (#21-305) and TX Woodcrest HAP, LP (#21-206)

Dear Sponsors and TDHCA:

Your proposals for each development referenced above were considered by the Board of Directors (the "Board") of The Cameron County Housing Finance Corporation ("CCHFC") at a meeting duly called on March 4, 2021. The Board gave conditional approval to proceed with the applications to TDHCA for 9% housing tax credits.

Sergio Gonzalez, as President, was and is authorized to sign for CCHFC in relation to the applications for funding with TDHCA for 2021. Final participation in the transactions is wholly conditioned on a financially feasible award of Housing Tax credits and approval of any and all final documents necessary to close the development financing. Approval of final participation is in the CCHFC Board's sole and absolute discretion.

Please contact the undersigned if you require any additional information.

Sincerely,



Sergio Gonzalez
President

Approved as to form:

David C. Petruska, Attorney for CCHFC

21291

The Legacy in Denton

May 3, 2021

Marni Holloway
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

RFAD HTC Application 21291 The Legacy in Denton

Dear Ms. Holloway:

Please consider this Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 21291 The Legacy in Denton.

This application has many deficiencies that should either result in the deduction of points or disqualify it entirely.

11.9(e)(2) Cost of Development per Square Foot

The calculation for Cost of Development per Square foot is on Tab 31 of the Development Cost Schedule, and the Applicant provides a figure for either Voluntary Eligible Building Costs or Voluntary Eligible Hard Costs. The form calculates the Cost per Square Foot based on the Rent Schedule. However, the Rent Schedule, Building Unit Configuration form, or Architectural Plans have an NRA that is consistent. The Rent Schedule in the Application shows an NRA of 213,044 while page one of Tab 22 the architectural drawings indicate 212,655 and the building unit configuration is 210,738.

The Applicant submitted Voluntary Eligible Building Cost and Voluntary Eligible Hard Cost on Tab 31 when only one should be submitted. Neither of their submissions would qualify for 12 points under this section of the QAP. As submitted, this Application should be awarded for no more than 10 points for this scoring item but possibly 0.

11.9(c)(1) Income Levels of the Residents

The QAP awards points for rent and income levels of tenants. There are three choices (the application states to only choose one): the 20-50 or 40-60 set asides or developments electing income averaging. The Applicant filled this out incorrectly and chose both the 20-50 set aside and income averaging for the development. On Tab 19 Section 4, there are two sections. The only section that is filled out completely is if the Application proposes to use the 20-50 or 40-60 election. As submitted, this Application is eligible for 11 points. The calculation for income averaging showing the eligibility for points was not filled out by the Applicant. The TDHCA staff cannot verify eligibility. The Applicant should only be eligible for 11 points based on the uniform application.

11.9(b)(2) Sponsor Characteristics

The QAP awards points for a HUB or Qualified Nonprofit Organization participating in the ownership, cash flow and developer fee. The Applicant proposed for a combination of a HUB and non-profit to be combine interests to meet the 50% requirement between these three categories and there is no party in the Applicant that meets the requirement on its own.

The QAP and the application states that "A Principal of the HUB or Qualified Nonprofit Organization cannot be a Related Party to or Affiliate, including the spouse, of any other Principal of the Applicant or, Developer or Guarantor (excluding another Principal of said HUB or Qualified

Nonprofit Organization).” Related Party is defined in the Texas Government Code 2306.6702 below:

- (11) *"Related party" means the following individuals or entities:*
(A) *the brothers, sisters, spouse, ancestors, and descendants of a person within the third degree of consanguinity, as determined by Chapter 573.*

Chapter 573 states the following:

- (c) *An individual's relatives within the third degree by consanguinity are the individual's:*
(1) *parent or child (relatives in the first degree);*
(2) *brother, sister, grandparent, or grandchild (relatives in the second degree); and*
(3) *great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the*

The Guarantor Org Chart shows James Fisher III as a guarantor. Melissa Fisher and James Fisher III are siblings and are “Related Parties” according to the QAP.

While the Applicant selected 2 points for Sponsor Characteristics, the Application as submitted does not qualify for this item because a principal of the HUB is a related party to a principal of the Guarantor, which is prohibited by the QAP. Further, because the 26 points claimed for financial feasibility requires a review of Guarantors for the transaction the removal of a guarantor would make the application not eligible for those points.

Site Control

The Applicant did not meet the specific requirements regarding Site Control or documentation that must be submitted with the Application. Site Control, the Applicant must be in the form of one of the following: (i) recorded warranty deed, (ii) contract or option for lease with a minimum 45-year term, or (iii) contract for sale or option to purchase. This Application does not contain the information necessary to establish Site Control and the Applicant did not submit a **required** Title Commitment there is no valid purchase option and as submitted, the Application does not meet the requirements for Site Control at either pre-application or full application.

The Site Control and ownership structure as submitted in the Application does not meet threshold and the Application should be terminated.

Regards,

Zachary Krochtengel

21305

Jackson Road Apartments

Marque Real Estate Consultants, LLC

6300 West Loop South, Ste. 670

Bellaire, Texas 77401

(713) 560-0068 – p

(713) 583-8858 – f

Donna@MarqueConsultants.com

May 3, 2021

Via Electronic Mail

Texas Department of Housing and Community Affairs

221 East 11th Street

Austin, Texas 78701

Attn: Ms. Marni Holloway, Director of Multifamily Finance

Attn: Alena R. Morgan, JD, 9% HTC Program Administrator

Re: Jackson Road Apartments, #21305

Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Morgan,

On behalf of the Applicant for Dahlia Villas, #21069 (“Dahlia Applicant”), please allow this letter to serve as a Third Party Request for Administrative Deficiency (RFAD) in accordance with Section 11.10 of the 2021 Qualified Allocation Plan (“QAP”). The Dahlia Applicant is requesting that staff consider whether the matters described in this letter and supporting documentation should be the subject of one or more Administrative Deficiencies. A copy of this request has been delivered concurrently to the representative of Jackson Road Apartments (“JR Applicant”).

1. Proximity to Jobs:

Pursuant to Section 11.9(c)(7)(B) of the QAP, a Development may be entitled to points for its proximity to jobs. The rule states:

Only the 2017 data set will be used (**unless a newer data set is posted to the US Census website on or before October 1, 2020**). The Development **will use on the Map’s function to import GPS coordinates that clearly fall within the Development Site**, and the OnTheMap chart/map report submitted in the Application **must include the report date** (emphasis added).

The Multifamily Programs Application Procedures Manual provides explicit directions for generating the necessary evidence and concludes:

This produces a PDF report, with the map and the total job count. This report also has a time stamp so that **staff can confirm that the report was generated using the 2017 data set, unless a newer data set is posted to the US Census website on or before October 1, 2020**. Include this report plus the screen shot in the pdf application (emphasis added).

The JR Applicant included a jobs report in their application using the 2018 data set and **without** importing the GPS coordinates. They claimed 3-points in this scoring category. See Exhibit "A"-Evidence of Proximity to Jobs from Application.

The US Census Bureau did not release 2018 data until 12/8/20 (**after October 1, 2020**). See Exhibit "B"-US Census New Data Notice.

2. **Underserved:**

Pursuant to Section 11.9(c)(5) of the QAP, a Development may be entitled to points for being in an Underserved area. The JR Applicant claimed 4-points under Subparagraph (C) of the rule which states:

The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30-years ago **according to the Department's property inventory tab of the Site Demographic Characteristics Report** (emphasis added).

The JR Applicant did not provide any evidence including proof from the Property Inventory tab of the Site Demographic Characteristics Report to support the Underserved points claimed.

Section 11.1(d)(2) of the QAP defines an Administrative Deficiency and clearly states that if **the supporting documentation is NOT provided for claimed points, the item would be assigned NO points** (emphasis added).

Therefore, Application No. 21305-Jackson Road Apartments should be assigned no points under the following two scoring categories: (i) Section 11.9(c)(7)(B)—Proximity to Jobs, and (ii) Section 11.9(c)(5)-Underserved Area of the QAP.

3. **Multiple Threshold Deficiencies:**

The JR Applicant did not meet several threshold requirements. Below references some but not all of the threshold requirements that were not met by the JR Applicant:

a. **Missing Tab** – Tab 34-Finance Scoring (for Competitive HTC Applications ONLY) is missing from the Application. This tab recognizes points claimed in the following scoring categories:

- (i) Commitment of Development Funding by Local Political Subdivision;
- (ii) Financial Feasibility; and
- (iii) Leveraging of Private, State and Federal Resources.

b. **Zoning:**

Section 11.204(11)(C) of the QAP is applicable to Applicants that are seeking a zoning change and states the following:

Ms. Holloway & Ms. Morgan
TDHCA
May 3, 2021
Page -3-

The Application **must** include **evidence in the form of a letter from a local governmental officials with jurisdiction over zoning matters** that the Applicant has made formal application for a required zoning change **AND that the jurisdiction has received a release whereby the Applicant has agreed to hold the political subdivision and all other parties harmless in the event the appropriate zoning is not granted** (Emphasis Added).

The only zoning letter from the City of McAllen included in the Application was a zoning verification letter. The letter does not (i) recognize that the JR Applicant made formal application, or (ii) that the JR Applicant had agreed to hold the City of McAllen harmless if the appropriate zoning is not granted. See **Exhibit "C"**- Evidence of Zoning from the Application.

c. **Title Commitment:**

Section 11.204(12) of the QAP states, in part, that a title commitment or title policy **must** be submitted that includes a legal description that is consistent with the Site Control.

The JR Applicant submitted a one page cover page from a Title Company that does not even reference to the Development Site or the balance of the requirements needed to be shown in the Title Commitment. See **Exhibit "D"**- Title Page from the Application.

There are several more threshold deficiencies not identified in this RFAD all of which will be recognized by TDHCA staff if it reviews the Jackson Road Apartment Application. These numerous threshold deficiencies should be deemed Material Deficiencies not susceptible to being resolved.

Thank you for your consideration of these matters. If you require any further information or clarification, please feel free to contact us.

Sincerely,



Donna Rickenbacker

Cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks

Melissa Fisher – mfisher@rise-residential.com
Bill Fisher – bill.fisher@sonomaadvisors.com
Wallace Reed – wreed@sonomaadvisors.com
Jackson Road Applicant

Exhibit "A" - Evidence of Proximity to Jobs from Application
Exhibit "B" - US Census New Data Notice
Exhibit "C" – Zoning from Application
Exhibit "D" – Title Page from Application

EXHIBIT "A"-Jobs Evidence from App.

United States Census Bureau **OnTheMap** LEHD Home Help and Documentation Reload Text-Only

Start Base Map Selection Results Save Load Feedback Previous Extent Hide Tabs Hide Chart/Report

Work Area Profile Analysis

enter your own subtitle

Characteristic Filter: Total
Year: 2018

Map Controls:
 Color Key
 Thermal Overlay
 Point Overlay
 Selection Outline
 Identify Zoom to Selection
 Clear Overlays Animate Overlays

Report/Map Outputs:
 Detailed Report
 Export Geography
 Print Chart/Map

Legends:
 5 - 260 Jobs/Sq.Mile
 261 - 1,026 Jobs/Sq.Mile
 1,027 - 2,304 Jobs/Sq.Mile
 2,305 - 4,092 Jobs/Sq.Mile
 4,093 - 6,392 Jobs/Sq.Mile
 1 - 3 Jobs

[Change Settings](#)

Map Labels: McAllen, Chicago, Pharr, West Center Avenue, South College Rowe Bou, South 2nd Street, South 10th Street, South Cage Boulevard

Coordinates: -98.24894, 26.19952

Click a Characteristic link in the Summary Report to see more detail.

Age Earnings

Industry Sector Race

View as: Bar Chart

Total Primary Jobs 2018

	Count	Share
Total Primary Jobs	7,796	100.0%

Worker Age

	Count	Share
Age 29 or younger	2,430	31.2%
Age 30 to 64	4,032	51.7%
Age 65 or older	1,334	17.1%

Earnings

	Count	Share
\$1,250 per month or less	1,517	19.5%

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce | Census Home
 Source: U.S. Census Bureau, Center for Economic Studies, LEHD | e-mail: CES.OnTheMap.Feedback@census.gov

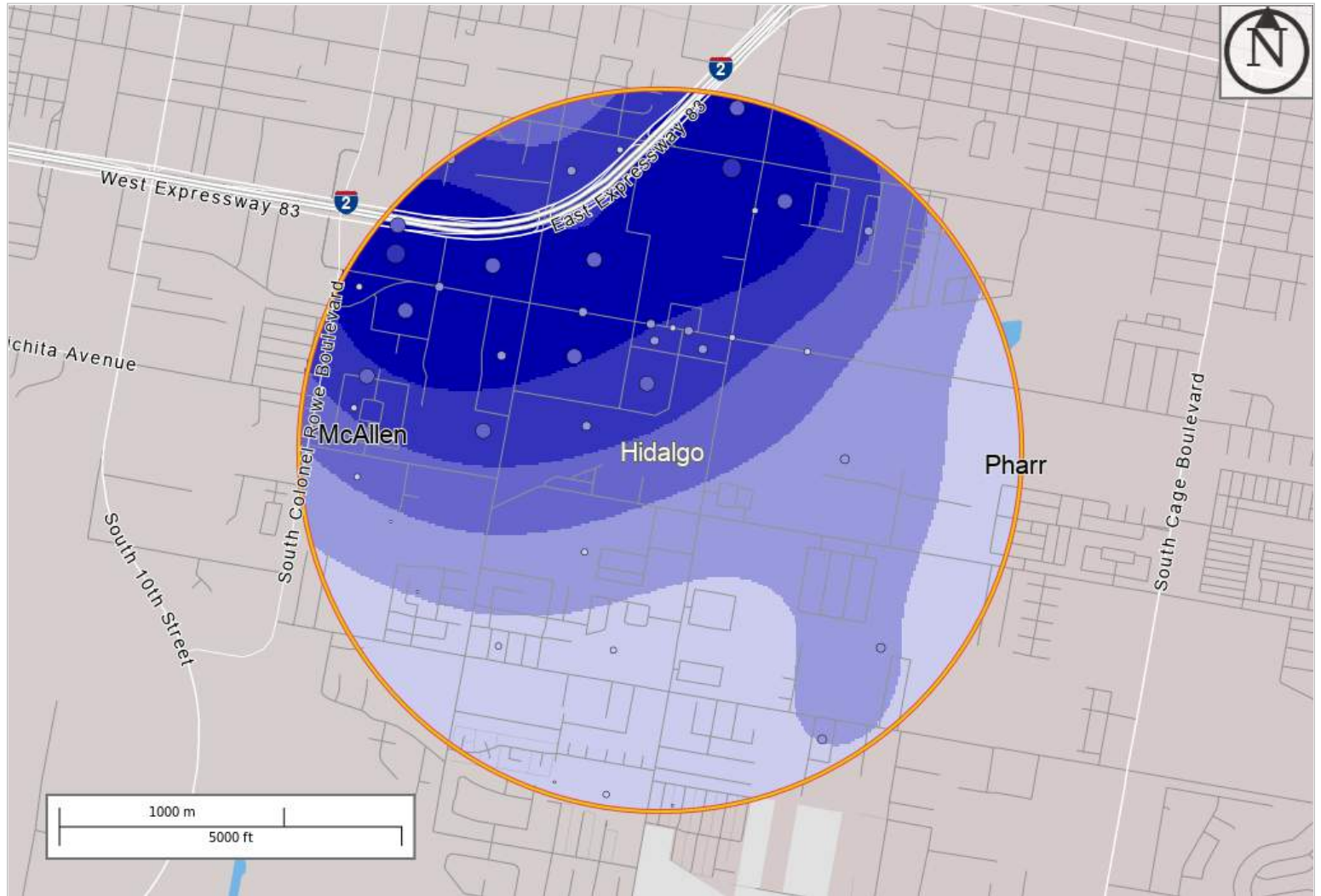
Work Area Profile Report

Primary Jobs for All Workers in 2018

Created by the U.S. Census Bureau's OnTheMap <https://onthemap.ces.census.gov> on 02/23/2021

Counts and Density of Primary Jobs in Work Selection Area in 2018

All Workers



Map Legend

Job Density [Jobs/Sq. Mile]

- 5 - 260
- 261 - 1,026
- 1,027 - 2,304
- 2,305 - 4,092
- 4,093 - 6,392

Job Count [Jobs/Census Block]

- 1 - 3
- 4 - 38
- 39 - 193
- 194 - 608
- 609 - 1,483

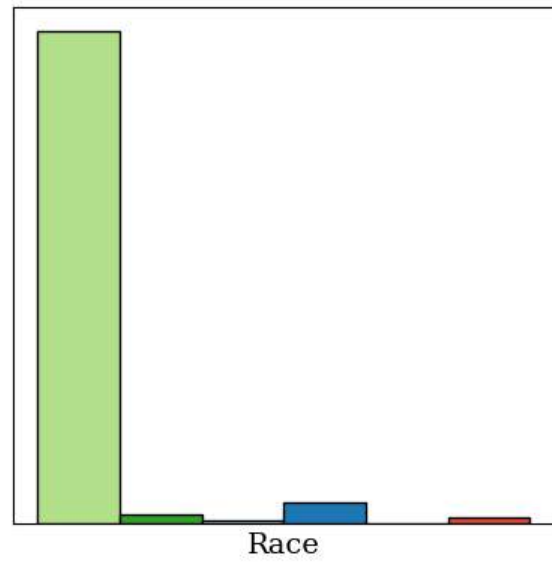
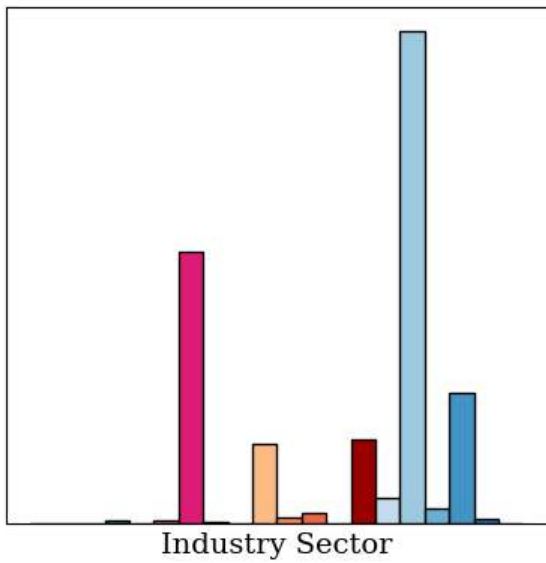
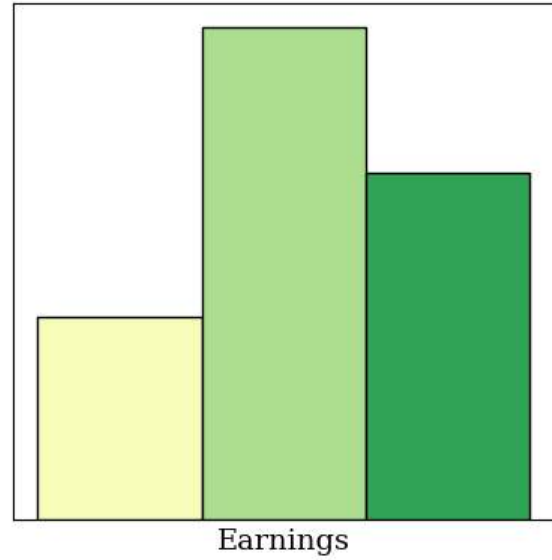
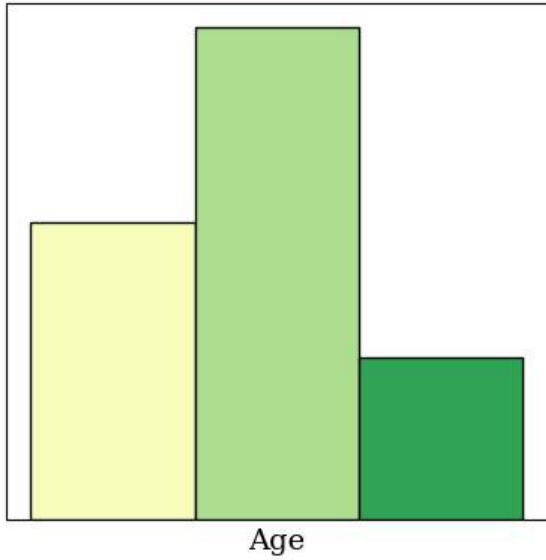
Selection Areas

- 📍 Analysis Selection



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area



Primary Jobs for All Workers by Total in 2018

Employed in Selection Area

Total	2018	
	Count	Share
Total Primary Jobs	7,796	100.0

Total	Count	Share
Total Primary Jobs	7,796	100.0

Additional Information

Analysis Settings

Analysis Type	Area Profile
Selection area as	Work
Year(s)	2018
Job Type	Primary Jobs
Labor Market Segment	All Workers
Selection Area	Selection Area Freehand Drawing buffered 1.00 miles
Selected Census Blocks	139
Analysis Generation Date	02/23/2021 13:42 - OnTheMap 6.8
Code Revision	5dc8e60ec2609d78ebfa7d4b188db13aacbb1ba6
LODES Data Version	20201117_1559

Data Sources

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2018).

Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011 and in 2018.

EXHIBIT "B"-US Census New Data Notice

Start Base Map Selection

Save Load Feedback Previous Extent Hide Tabs

Welcome to OnTheMap!

Start an analysis by using one of the tools below (Search, Import Geography, or Load .OTM file). Hover over the Help icons located throughout the application to see Help tips for using specific functionality. Sections in the control panel can be collapsed or opened by clicking the section title.

2018 data now available!
Read New Data Notice (12/8/2020)

Search

Search

Search All Names

Import Geography

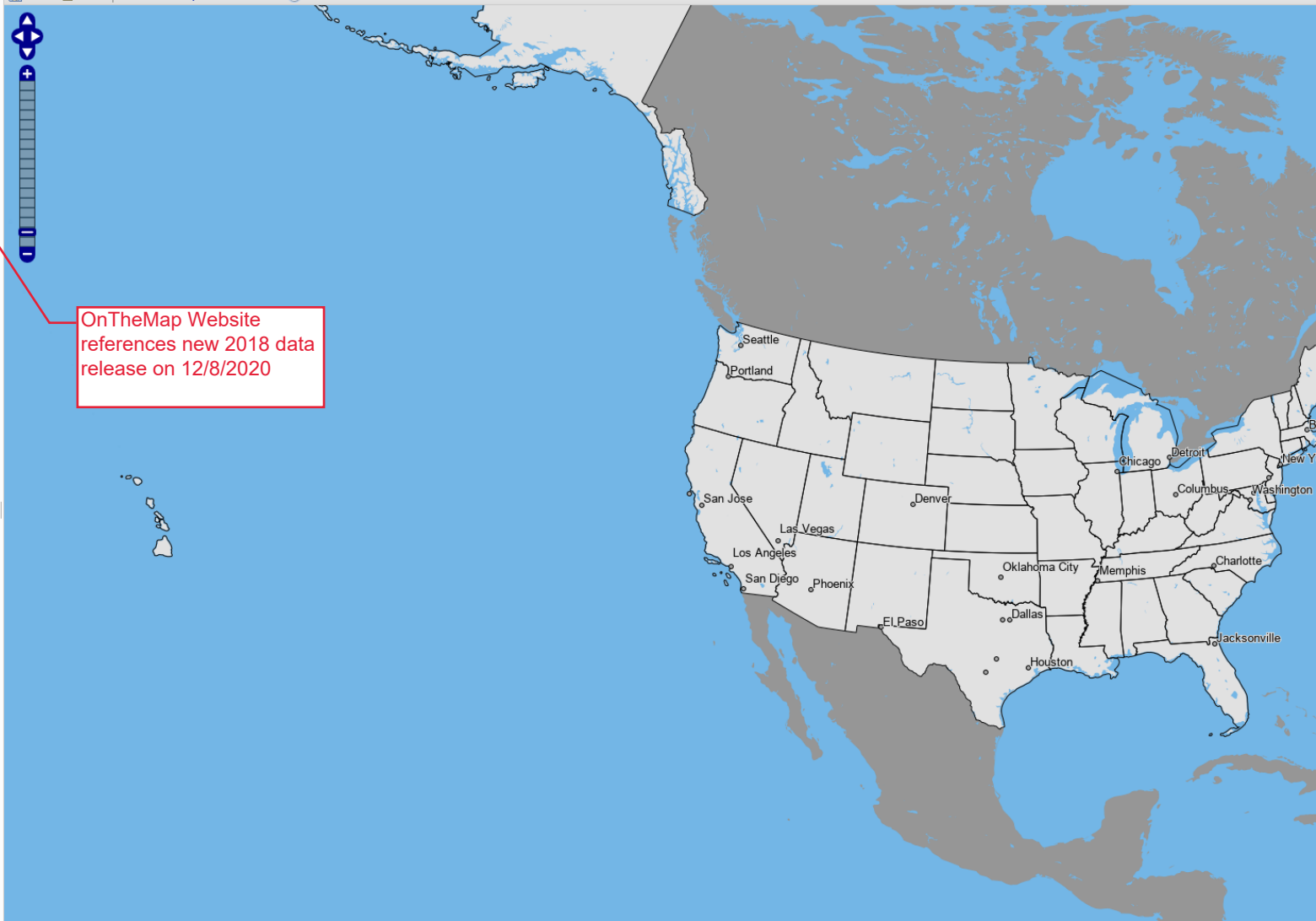
- Import from KML
- Import from SHP
- Import from GPS

Load .OTM File

Click the "Load" button below to load a .OTM file.

Load

OnTheMap Website references new 2018 data release on 12/8/2020



Longitudinal Employer-Household Dynamics

- Main
- Applications
- Data
- Learn More
- Research
- State Partners
- LED in Action

Applications

- J2J Explorer
- LED Extraction Tool
- OnTheMap
 - OnTheMap for Emergency Management
- PSEO Explorer
- QWI Explorer
- VEO Explorer

Useful Links

- Center for Economic Studies
- J2J Data
- LODES Data
- PSEO Data
- QWI Data
- VEO Data
- LED Workshop

Contact Information

- Email us:
- [General](#)
 - [LODES/OnTheMap](#)
 - [QWI/QWI Explorer](#)
 - [J2J/J2J Explorer](#)
- or
- Census Call Center: [301-763-INFO \(4638\)](#) or [800-923-9282](#)
- [Further contact information](#)
- [Partner With Us](#)
- [Join an LEHD mailing list](#)

Announcements

- 04/22/21: [2021 LED Partnership Virtual Workshop on Friday, April 30](#)
- 04/22/21: [PSEO Expanded to include Institutions in Four Additional States](#)
- 03/24/21: [The LED Webinar Series Continues on April 21](#)
- 03/01/21: [The LED Webinar Series Continues on March 17](#)
- 02/23/21: [2021 LED Virtual Workshop Agenda Posted and Call for Workshop Presentations Extended](#)
- 02/17/21: [OnTheMap for Emergency Management 4.5 Released](#)
- 02/04/21: [QWI Weights Adjusted for 2020Q2](#)
- 02/01/21: [Call for Workshop Presentations for the 2021 LED Partnership Virtual Workshop](#)
- 01/22/21: [The LED Webinar Series Continues on December 2](#)
- 01/13/21: [Save the Date - 2021 LED Partnership Virtual Workshop Scheduled for April 30](#)
- 12/15/20: [Veteran Employment Outcomes \(VEO\) Aggregate Totals Released \(Experimental\)](#)
- 12/08/20: [OnTheMap Version 6.8 and 2018 LODES Data Released](#)
- 12/01/20: [November LED Webinar Rescheduled for December 2](#)
- 11/18/20: [November LED Webinar Cancelled](#)
- 10/28/20: [The LED Webinar Series Continues on November 18](#)
- 10/15/20: [PSEO Expanded to include Institutions in New York, Pennsylvania and Texas](#)
- 10/06/20: [The LED Webinar Series Continues on October 21](#)
- 09/29/20: [1.01 Version of J2J Explorer Released](#)
- 09/08/20: [The LED Webinar Series Continues on September 16](#)
- 08/05/20: [OnTheMap for Emergency Management 4.4.4 Released](#)
- 07/30/20: [The LED Webinar Series Continues on August 19](#)
- 07/21/20: [Veteran Employment Outcomes \(VEO\) State-Level Files Released \(Experimental\)](#)
- 06/29/20: [The LED Webinar Series Continues on July 22](#)
- 06/23/20: [2020Q2 J2J Released](#)
- 06/09/20: [The LED Webinar Series Continues on June 17](#)
- 05/05/20: [Veteran Employment Outcomes \(VEO\) Statistics Released \(Experimental\)](#)
- 04/21/20: [The LED Webinar Series Continues on May 20](#)
- 03/24/20: [The LED Webinar Series Continues on April 15](#)
- 02/26/20: [The LED Webinar Series Continues on March 18](#)
- 02/24/20: [OnTheMap for Emergency Management 4.4.3 Released](#)
- 02/12/20: [New Secure Electronic File Transfer Process for Local Employment Dynamics \(LED\) Partner File Submissions](#)
- 11/21/19: [1.0 Version of J2J Explorer Released](#)
- 11/15/19: [The LED Webinar Series Continues on December 4](#)
- 11/12/19: [PSEO Explorer Data Visualization Tool Released](#)
- 10/11/19: [The LED Webinar Series Continues on October 23](#)
- 09/18/19: [The LED Webinar Series Continues on September 18](#)
- 08/29/19: [OnTheMap Version 6.7 and 2016/2017 LODES Data Released](#)
- 08/20/19: [The LED Webinar Series Continues on August 21](#)
- 08/06/19: [PSEO Expanded to include Employment Flow Statistics](#)
- 07/22/19: [The LED Webinar Series Continues on July 23](#)
- 07/05/19: [Registration Open for 2019 LED Partnership Annual Workshop, September 4-5, 2019](#)
- 07/05/19: [OnTheMap for Emergency Management 4.4.2 Released](#)
- 05/31/19: [The LED Webinar Series Continues on June 26](#)
- 05/21/19: [Call for Workshop Presentations for the 2019 LED Partnership Annual Workshop](#)
- 05/17/19: [2019Q1 J2J Released](#)
- 04/24/19: [PSEO Statistics and Data Visualization Updated](#)
- 04/12/19: [The LED Webinar Series Continues on April 17](#)
- 04/01/19: [Missing Earnings Records Impute Implemented in R2019Q1 QWIs](#)
- 03/12/19: [The LED Webinar Series Continues on March 20](#)
- 02/12/19: [2018Q3 J2J Released](#)
- 02/07/19: [J2J Direct Download Restructuring Complete](#)
- 02/07/19: [The LED Webinar Series Continues on February 20](#)
- 02/07/19: [2018Q4 QWI Released](#)
- 10/31/18: [The LED Webinar Series Continues on November 13](#)
- 10/31/18: [2018Q3 QWI Released](#)
- 10/11/18: [Beta3 Version of J2J Explorer Released](#)
- 10/09/18: [PSEO Statistics Updated and Data Visualization Released](#)
- 10/02/18: [The LED Webinar Series Continues on October 17](#)
- 10/02/18: [QWI Direct Download Restructuring Complete](#)
- 09/05/18: [R2018Q3 QWI Delayed](#)
- 08/28/18: [2018Q2 J2J Released](#)
- 08/28/18: [The LED Webinar Series Continues on September 19](#)
- 07/12/18: [The LED Webinar Series Continues on July 18](#)
- 06/26/18: [2018Q2 QWI Released](#)
- 05/14/18: [The LED Webinar Series Continues on May 16](#)
- 05/14/18: [Restructuring of J2J Direct Download, Change of URL](#)
- 04/02/18: [The LED Webinar Series Continues on April 18](#)
- 03/26/18: [First Secondary Employment Outcomes \(PSEO\) Statistics Released \(Beta\)](#)

OnTheMap 2018 Data Release on the US Census Bureau Website Announcements Page



JAMES E. DARLING, Mayor
 VERONICA WHITACRE, Mayor Pro Tem & Commissioner District 6
 JAVIER VILLALOBOS, Commissioner District 1
 JOAQUIN J. ZAMORA, Commissioner District 2
 J. OMAR QUINTANILLA, Commissioner District 3
 TANIA RAMIREZ, Commissioner District 4
 VICTOR "SEBY" HADDAD, Commissioner District 5
 ROEL "ROY" RODRIGUEZ, P.E., City Manager

EXHIBIT "C"-
 Zoning from App.

February 25, 2021

DOES NOT MENTION
 REQUIREMENTS PER
 Zoning.
 (\$2306.6705(5)) OF
 THE 2021 QAP

Mario.Trevino@sonomaadvisors.com
 Mario Trevino
 14841 Dallas Parkway, Suite 125
 Dallas, TX 75254

RE: Request for Public Information W031711-021021

Dear Trevino:

This letter responds to your request for information to the City of McAllen, dated and received on 2/10/2021. You requested: *Zoning Verification Letter-I would like to request a zoning verification letter for 2200 S. Jackson Rd McAllen, TX 78503 (legal description below).*
Legal description: MCCOLL, A.J. BNG AN IRR TR N700'-S1297.40'LOT2 BLK 8 10.26 AC GR 10.02 AC NET-If there is an option with an expedited fee, we'd gladly pay it. Name and mailing address are shown below. Please call my cell if you have any questions.

The City of McAllen has reviewed your request. We have routed your request to our Planning Department. They have enclosed a Zoning Verification letter.

We would like to inform you that the City has adopted Ordinance 2011-46 that requires a \$25.00 fee for all zoning verification letters. We accept credit card payments.

If you have any questions or wish to discuss this further, you may contact me or my assistant, Diana Silva, at (956) 681-1028 or via email at dsilva@mcallen.net.

Sincerely,

Evaristo Garcia, Jr.
 Assistant City Attorney

EGJ/ds

Enclosure



JAMES E. DARLING, Mayor
VERONICA WHITACRE, Mayor Pro Tem & Commissioner District 6
JAVIER VILLALOBOS, Commissioner District 1
JOAQUIN J. ZAMORA, Commissioner District 2
J. OMAR QUINTANILLA, Commissioner District 3
TANIA RAMIREZ, Commissioner District 4
VICTOR "SEBY" HADDAD, Commissioner District 5

ROEL "ROY" RODRIGUEZ, P.E., City Manager

ZONING VERIFICATION LETTER

DOES NOT MENTION
REQUIREMENTS PER
Zoning.
(\$2306.6705(5)) OF
THE 2021 QAP

February 15, 2021

Mario A. Trevino
Sonoma Housing Advisors, LLC
14841 Dallas Parkway Suite 125
Dallas, TX 75254

**RE: MCCOLL TRACT BNG AN IRR TR N700'-S1297.40' LOT 2 BLK 8 10.26 AC GR 10.02 AC NET,
HIDALGO COUNTY, TEXAS; 2200 SOUTH JACKSON ROAD**

Dear Mr. Trevino:

This letter has been prepared in **response to your request for evidence of zoning** with regard to the above-described property. According to the Official Zoning Map maintained by the City of McAllen Planning Department, the current zonings on the above referenced tract are C-3 (general business) and R-1 (single-family residential) Districts. The zoning ordinance is available online at www.municode.com. The zoning map is available online at www.mcallen.net.

Please mail a check to the City of McAllen for a zoning verification letter in the amount of \$25.00.

If I can be of further assistance, please contact me at (956) 681-1250.

Sincerely,

A handwritten signature in black ink that reads "Forghanparast".

Kaveh Forghanparast, CNU-A
Planner II

Disclaimer: This verification letter is the City's best efforts to indicate the information included in City records on or about the date of the request. It is intended to be only used by the addressee. It is not a guarantee of accurate information and is not a substitute for title insurance or an attorney's opinion. This letter is given with the understanding that by accepting it the addressee acknowledges it is not a warranty nor opinion of title and any liability arising hereunder shall be limited to the cost of this letter.



COMMITMENT FOR TITLE INSURANCE (Form T-7)


Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.


Authorized Signature



Title Resources Guaranty Company

By: Paul McNeider
Executive Vice President

Michael P. Bagdon
Secretary

8k

BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Presentation, discussion, and possible action to issue a list of approved Applications for 2021 Housing Tax Credits (HTC) in accordance with Tex. Gov't Code §2306.6724(e)

RECOMMENDED ACTION

WHEREAS, in accordance with Tex. Gov't Code §2306.6724(e), the Board shall review the recommendations of Department staff regarding applications and shall issue a list of approved applications each year in accordance with the Qualified Allocation Plan (QAP) not later than June 30;

WHEREAS, not all applications on the approved list have completed the review process in accordance with the QAP, not all applicants' appeal rights have concluded, and not all applications will ultimately receive an award of housing tax credits;

WHEREAS, the list, as orally revised to reflect the determinations by the Board of any appeals or other actions taken at this Board meeting of June 17, 2021, constitutes the complete list of approved applications that may therefore be eligible for commitments of allocations of housing tax credits in this competitive cycle; and

WHEREAS, a list reflecting such Board determinations at the June 17, 2021, meeting, will be issued not later than June 18, 2021;

NOW, therefore, it is hereby

RESOLVED, the attached list of active applications for the 2021 Competitive HTC application round, as orally modified to reflect actions taken at this Board meeting, is approved in accordance with Tex. Gov't Code §2306.6724(e), subject to meeting the requirements of the Qualified Allocation Plan (QAP) and associated applicable rules.

BACKGROUND

The Department's Board is required by Tex. Gov't Code §2306.6724(e) to "review the recommendations of department staff regarding applications and shall issue a list of approved applications each year in accordance with the qualified allocation plan not later than June 30." Moreover, as required by Tex. Gov't Code §2306.6724(f), the Board "shall issue final

commitments for allocations of housing tax credits each year in accordance with the qualified allocation plan not later than July 31.” At the Board meeting of July 22, 2021, the list presented to the Board will clearly identify those applications being recommended for a Commitment.

One-hundred thirty-three competitive (9%) HTC applications were submitted prior to the application deadline, as extended to March 8, 2021. To date, twelve applications have been withdrawn or terminated. Applications that may be ineligible for an award due to the requirements of Tex. Gov't Code §2306.6711(f) related to the “Two Mile Same Year rule,” and/or Tex. Gov't Code §2306.6711(h) related to developments reserved for elderly persons, are included in this list with their status identified.

This is the “list of approved applications” required by Tex. Gov't Code §2306.6724(e). They are approved in the sense that they have not yet been identified as having any material deficiency or other defect that would cause them to be ineligible, or if such matters have been identified they are still within the period where such matters may be appealed. As provided by 10 TAC §11.6(3) of the QAP, Award Recommendation Methodology, the Department will not perform a detailed review of all applications; it reviews priority applications that are most likely to be competitive. Priority applications are identified based on self-score, a limited preliminary review, and other relevant factors, such as outcome of awards based on collapses. As staff continues the review process, applications remain subject to the identification of material and/or administrative deficiencies, revised scoring, and/or applications may be found to be ineligible or to involve ineligible applicants.

The attached list includes the current score for each active application as well as relevant application information. Those applications that have received a final scoring notice are identified in the “Review Status” column with a “C,” indicating that a complete program review has been completed. Those applications that are currently under review are identified with a “UR” and those with an “N” have not been prioritized for review.

At this time, applications may remain subject to underwriting, completion of any remaining program review, and a previous participation review, including the opportunity to pursue the appeal process, where applicable. Further, the credit amount reflected on this list is the requested credit amount and may change to reflect a recommended credit amount and/or may have conditions placed on the award in July, if recommended for an award. Information about completed underwriting reviews may be found at the Real Estate Analysis webpage <http://www.tdhca.state.tx.us/rea/reports-9-percent.htm>. In addition to applications that may be removed from the list for issues of financial feasibility, applications may also be removed from the list of approved applications as determinations are made on appeals, as applications make determinations regarding the credit award limit of \$3 million (in accordance with §11.4 of the QAP), or as the Board determines under operation of rule or law.

Staff recommends the Board approve the attached list of active applications for the 2021 competitive HTC application round, as orally modified to reflect Board determinations on any related actions taken at this meeting.



Texas Department of Housing & Community Affairs
2021 Competitive (9%) Housing Tax Credit (HTC) Program
Application Submission Log

The Application log is organized by region and subregion. Applicants selecting the At-Risk/USDA Set-Asides are listed first and are organized by self score rather than by region. The data was compiled using information submitted by each applicant. This data has not yet been reviewed or verified by the Department and errors may be present. Those reviewing the log are advised to use caution in reaching any definitive conclusions based on this information alone. Applicants are encouraged to review 10 TAC §§11.1(b) concerning Due Diligence and Applicant Responsibility. A more complete log will be posted at various times during the cycle. The Department plans to post the complete version of each application shortly. Applicants that identify an error in the log should contact Alena Morgan at alena.morgan@tdhca.state.tx.us as soon as possible. Identification of an error early does not guarantee that the error can be addressed administratively.

Construction Types:
 NC=New Construction
 Recon=Reconstruction
 Rehab=Rehabilitation
 AcR=Acquisition/Rehabilitation
Secondary Types:
 ADR=Adaptive Reuse
 SS=Scattered Site
 AdPh=Additional Phase

NOTE:
 These scoring categories are NOT included in the "Self Score Total" column:
 §11.9(d)(1) - Local Government Support
 §11.9(d)(4) - Quantifiable Community Participation (QCP)
 §11.9(d)(5)(A) - Community Support from State Representative
 §11.9(d)(5)(B) - Community Support instead of State Representative
 §11.9(d)(6) - Input from Community Organizations
 §11.9(d)(7) - Concerted Revitalization Plan (CRP)

NOTE:
 Tie-breaker information and scores for all items are based on information submitted in the Application and have not been confirmed. Where the greatest linear distance from the nearest Housing Tax Credit assisted Development is used as a tie-breaker, distances noted are approximate. The review status is reflected as "UR" for under review or "C" for complete, or "N" if the application is currently not under or prioritized for review.

Version Date: June 4, 2021

Application Number	Development Name	Development Address	City	ZIP Code	County	Region	Urban/Rural	At-Risk	USDA	Nonprofit	Construction Type	Low-Income Units	Market Rate Units	Total Units	Target Population (Supp. Hsg. = SH)	HTC Request	Direct Loan	Applicant Contact Name	Census Tract(s)	Self Score Total	§11.9(d)(1)	§11.9(d)(4)	§11.9(d)(5)(A)	§11.9(d)(5)(B)	§11.9(d)(6)	§11.9(d)(7)	Best Possible Score	Review Status	Underwriting Status	Notes		
At-Risk Set-Aside																																
21228	El Jardin	1114 E Levee St	Brownsville	78520	Cameron	11	Urban	X	X	NC		44	0	44	General	\$1,180,840		Carla Mancha	48061014001	126	17	4	8	0	4	7	166	UR	UR			
21017	Hughes House	4830 E. Rosedale Str	Fort Worth	76105	Tarrant	3	Urban	X	X	Recon		145	65	210	General	\$2,000,000		Mary-Margaret Lemo	48439103601	124	17	4	0	8	4	7	164	UR	UR			
21117	Montrose Valley Apartme	2200 Montrose Place	Belton	76513	Bell	8	Urban	X		AcR		142	0	142	General	\$1,452,135		Josefina Garcia	48027021700	131	17	4	0	8	4	0	164	UR	UR			
21176	Mill Run	55 Mill Run Circle	Elkhart	75839	Anderson	4	Rural	X		AcR		52	2	54	General	\$617,000		Devin Baker	48001951000	124	17	8	0	8	0	7	164	UR	UR			
21118	Cherry Village Apartments	724 E Avenue N	Belton	76513	Bell	8	Urban	X		AcR		80	0	80	General	\$822,000		Josefina Garcia	48027021500	124	17	4	0	8	4	7	164	UR	UR			
21119	Cedar Grove Estates I and	1000 S 8th St; 306 W	Buckholts; Rosebud	76518; 7	Milam; Falls	8	Rural	X		AcR		32	0	32	General	\$352,429		Josefina Garcia	48331950100; 48	124	17	4	0	8	4	7	164	UR	UR			
21164	Town Oaks Apartments	120 Waters Street	Kenedy	78119	Karnes	9	Rural	X		AcR		46	2	48	General	\$545,000		Dennis Hoover	48255970300	124	17	4	0	8	4	7	164	UR	UR			
21175	Wells Manor	6 Wright Patman Drive	Wells	75976	Cherokee	4	Rural	X		AcR		53	1	54	General	\$646,500		Devin Baker	48073951100	124	17	8	0	8	0	7	164	UR	UR			
21206	Woodcrest	2550 W 8th Street	Odessa	79763	Ector	12	Urban	X		Recon		80	0	80	General	\$1,626,015		Melissa Fisher	48135001100	131	17	4	8	0	4	0	164	UR	UR			
21220	Longview Square	1600 and 1602 Pine	Longview	75604	Gregg	4	Urban	X	X	AcR		120	0	120	General	\$1,409,488		Miranda Sprague	48183000700	131	17	4	8	0	4	0	164	UR	UR			
21148	William Booth Apartment	808 Frawley Street	Houston	77009	Harris	6	Urban	X		AcR		63	1	64	Elderly	\$871,608		Tracey Fine	48201210600	130	17	4	0	8	4	0	163	UR	UR			
21038	Houston 150 Bayou Apart	Approx. 6970 Portwe	Houston	77024	Harris	6	Urban	X		NC		150	0	150	General	\$2,000,000		Mark Rogers	48201510900	130	17	4	8	0	4	0	163	UR				
21157	Katy Manor Apartments	5360 East 5th Street	Katy	77493	Harris	6	Rural	X		AcR		48	0	48	General	\$476,081		Melissa Baughman	48201542700	130	17	8	8	0	0	0	163	UR				
21151	Colorado City Apartments	2330 N. Highway 208	Colorado City	79512	Mitchell	2	Rural	X		AcR		31	1	32	General	\$312,529		Murray Calhoun	48335950200	130	17	8	0	8	0	0	163	UR				
21150	Big Lake Seniors Apartme	1304 Vicky Street	Big Lake	76932	Reagan	12	Rural	X		AcR		19	1	20	Elderly	\$211,841		Murray Calhoun	48383950100	130	17	8	0	8	0	0	163	UR				
21156	Bayshore Manor and Bay	138 Sandpiper Circle	Palacios	77465	Matagorda	6	Rural	X		AcR		56	0	56	General	\$517,641		Melissa Baughman	48321730600	122	17	8	0	8	0	7	162	UR				
21058	Evening Star Apartments	11800 S. Glen Drive	Houston	77099	Harris	6	Urban	X		AcR		61	1	62	Elderly	\$660,000		Tracey Fine	48201453403	124	17	8	0	8	0	5	162	N				
21312	SavannahPark of Keene	213 W. 4th Street	Keene	76059	Johnson	3	Rural	X		AcR		36	0	36	Elderly	\$392,000		Corey Farmer	48251130304	129	17	4	0	8	4	0	162	N				
21034	Oasis Springs	401 N. Panna Maria,	Karnes City; Kenedy	78118; 7	Karnes	9	Rural	X	X	Recon		72	8	80	General	\$900,000		Nathan Joseph	48255970200; 48	123	17	4	0	8	4	5	161	N				
21311	SavannahPark of Crosbyt	1204 E. Hwy US-82	Crosbyton	79322	Crosby	1	Rural	X		AcR		24	0	24	Elderly	\$265,000		Corey Farmer	48107950100	123	17	4	0	8	4	3	159	N	score pending appeal			
21185	Weslaco Village	1601 S. Bridge Ave.	Weslaco	78596	Hidalgo	11	Urban	X	X	Recon		44	6	50	General	\$1,210,000		Bradford McMurray	48215022701	124	17	4	8	0	4	0	157	UR	UR			
21018	Pathways at Rosewood Cc	2001 Rosewood Ave.	Austin	78702	Travis	7	Urban	X	X	AcR		174	10	184	General	\$0		Suzanne Schwertner	48453000804	124							Terminated					
21159	Park Place Apartments	20 S. Mechanic	Bellville	77418	Austin	6	Rural	X		AcR		40	0	40	General	\$0		Melissa Baughman	48015760502	129							Withdrawn					
Estimated At-Risk Available		\$14,357,034														Total HTCs Requested	\$18,468,107															
USDA Set-Aside		\$4,128,857																														

Application Number	Development Name	Development Address	City	ZIP Code	County	Region	Urban/Rural	At-Risk	USDA	Nonprofit	Construction Type	Low-Income Units	Market Rate Units	Total Units	Target Population (Supp. Hsg. = SH)	HTC Request	Direct Loan	Applicant Contact Name	Census Tract(s)	Self Score Total	\$11.9(d)(1)	\$11.9(d)(4)	\$11.9(d)(5)(A)	\$11.9(d)(5)(B)	\$11.9(d)(6)	\$11.9(d)(7)	Best Possible Score	Review Status	Underwriting Status	Notes						
Region 1/Rural																																				
21112	Summer Village	NWC of N Sumner St	Pampa	79065	Gray	1	Rural				NC	34	2	36	Elderly	\$732,863		Brian Kimes	48179950400	133	17	4	0	8	4	0	166	UR	UR							
21051	Canyon Lofts	SEC 13th Ave and 18 Canyon		79015	Randall	1	Rural				NC	65	7	72	Elderly	\$1,079,569		Daniel Sailer	48381021801	133	17	4	8	0	4	0	166	UR	UR							
Estimated Amount Available		\$741,867														Total HTCs Requested															\$1,812,432					
Region 1/Urban																																				
21235	Inn Town Lofts	1202 Main Street	Lubbock	79401	Lubbock	1	Urban				NC	56	0	56	General	\$1,270,819		Matthew Rieger	48303000700	139	17	4	8	0	4	0	172	UR	UR							
Estimated Amount Available		\$1,286,957														Total HTCs Requested															\$1,270,819					
Region 2/Rural																																				
21116	Sweetwater Station	1105 E. Broadway Av	Sweetwater	79556	Nolan	2	Rural				NC	52	0	52	Elderly	\$900,000		Brian Kimes	48353950200	131	17	4	8	0	4	0	164	UR	UR							
21040	Burkburnett Royal Garder	~350 DW Taylor (Sou	Burkburnett	76354	Wichita	2	Rural				NC	43	6	49	General	\$600,000		Noor Jooma	48485013501	128	17	4	8	0	4	0	161	UR	UR							
Estimated Amount Available		\$600,000														Total HTCs Requested															\$1,500,000					
Region 2/Urban																																				
21104	Heritage at Abilene	1101 S 9th St	Abilene	79602	Taylor	2	Urban				NC	29	0	29	Elderly	\$600,000		Matt Gillam	48441011900	132	17	4	8	0	4	7	172	UR	UR							
21030	Abilene Pioneer Crossing	149-182 Eplens Ct	Abilene	79605	Taylor	2	Urban				NC	72	8	80	General	\$946,000		Noor Jooma	48441011400	133	17	4	8	0	4	0	166	UR	UR							
Estimated Amount Available		\$638,585														Total HTCs Requested															\$946,000					
Region 3/Rural																																				
21158	Juniper Pointe Apartment	SW of Village Dr and Kaufman		75142	Kaufman	3	Rural				NC	54	18	72	General	\$910,554		Justin Zimmerman	48257051202	132	17	4	0	8	4	0	165	UR	UR							
Estimated Amount Available		\$614,371														Total HTCs Requested															\$910,554					
Region 3/Urban																																				
21081	Kiva East	SWQ East Side Ave a	Dallas	75226	Dallas	3	Urban				NC	71	16	87	General	\$1,500,000		Lisa Stephens	48113001502	132	17	4	0	8	4	7	172	UR	UR							
21145	Mariposa Apartment Hor	4.5 Acres Near the N	Plano	75024	Collin	3	Urban				NC	108	72	180	Elderly	\$1,500,000		Stuart Shaw	48085031656	139	17	4	0	8	4	0	172	UR	UR							
21149	Residences at Alpha	5353 Alpha Road	Dallas	75240	Dallas	3	Urban				NC	80	20	100	Elderly	\$1,500,000		Gary Lacey	48113013626	139	17	4	8	0	4	0	172	UR	UR							
21087	The Versia	NWC Grove St and S	Irving	75060	Dallas	3	Urban				NC	78	0	78	Elderly	\$1,500,000		Sally Gaskin	48113015306	139	17	4	8	0	4	0	172	UR	UR							
21136	Oaklawn Place	5717-5725 Sadler Cir	Dallas	75235	Dallas	3	Urban	X			NC	84	0	84	Elderly	\$1,448,770		Victor Smeltz	48113000406	131	17	4	8	0	4	7	171	UR	UR	same census tract (see 21243 but						
21243	Metro Lofts	2133-2137 & 2221 Er	Dallas	75235	Dallas	3	Urban				NC	75	14	89	General	\$1,500,000		Matthew Rieger	48113000406	138	17	4	0	8	4	0	171	N	UR	same census tract (see 21136)						
21015	Embree Eastside	1010 State Hwy 66	Garland	75040	Dallas	3	Urban				NC	80	27	107	General	\$1,500,000		Thomas E. Huth	48113018203	138	17	4	0	8	4	0	171	UR	UR							
21109	The Residence at Sycamor	701 Dairy Rd	Garland	75040	Dallas	3	Urban				NC	60	0	60	Elderly	\$1,158,455		Matt Gillam	48113018204	138	17	4	0	8	4	0	171	N	UR	2 mi same yr (see 21015)						
21208	Parmore Jupiter Road	SWQ of E Parker Rd	Plano	75074	Collin	3	Urban				NC	80	20	100	Elderly	\$1,411,815		Payton Mayes	48085032012	138	17	4	0	8	4	0	171	N	UR	elderly max						
21093	Parkside on Carrier	1217 S. Carrier Park	Grand Prairie	75051	Dallas	3	Urban				NC	38	0	38	Elderly	\$782,000		Brian Kimes	48113016201	138	17	4	8	0	4	0	171	N	UR	elderly max						
21286	Blue Sky at Hawks Creek	6660 Hawks Creek A	Westworth Village	76114	Tarrant	3	Urban				NC	102	18	120	Elderly	\$1,500,000		Scott Macdonald	48439110600	138	17	4	0	8	4	0	171	N	UR	elderly max						
21004	Skyline at Cedar Crest	2720 East Kiest Blvd	Dallas	75216	Dallas	3	Urban	X			NC	85	22	107	General	\$1,500,000		Eleanor M.C. Fanning	48113008603	131	17	4	8	0	4	7	171	UR	UR							
21007	Retta Street Lofts	2904 East Belknap St	Fort Worth	76111	Tarrant	3	Urban	X			NC	63	7	70	Elderly	\$1,095,000		Eleanor M.C. Fanning	48439101202	131	17	4	8	0	4	7	171	N	UR	elderly max						
21053	Reserve at Shiloh	1102 N Shiloh Road	Garland	75042	Dallas	3	Urban				NC	74	32	106	General	\$1,260,000		Brian McGeady	48113018900	131	17	4	0	8	4	7	171	UR	UR							
21061	Magnolia Lofts	300 E Magnolia Aven	Fort Worth	76104	Tarrant	3	Urban				NC	60	7	67	General	\$1,500,000		Jason Arechiga	48439123500	131	17	4	0	8	4	7	171	UR	UR							
21181	The Heights at MacArthur	400 S. MacArthur Blv	Irving	75060	Dallas	3	Urban				NC	76	0	76	General	\$1,500,000		Adrian Iglesias	48113014901	131	17	4	8	0	4	7	171	N	UR	2 mi same yr (see 21087)						
21215	Torrington Silver Creek	NWQ Silver Creek an	White Settlement	76108	Tarrant	3	Urban				NC	85	11	96	General	\$1,500,000		Payton Mayes	48439110701	130	17	4	0	8	4	7	170	UR	UR							
21263	Crossroads Apartments	Approx. 1105 E. Lanc	Fort Worth	76102	Tarrant	3	Urban	X			NC	61	7	68	SH	\$928,630	X	Don Shisler	48439101700	130	17	4	8	0	4	7	170	N	UR	2 mi same yr (see 21061)						
21291	The Legacy in Denton	4298 E McKinney Str	Denton	75208	Denton	3	Urban				NC	189	43	232	General	\$1,500,000		Melissa Fisher	48121021405	133	17	4	8	0	4	0	166	UR	UR							
21078	Clifton Riverside	2400 Block of E Belkr	Fort Worth	76111	Tarrant	3	Urban				NC	79	15	94	General	\$1,500,000		Matt Gillam	48439101202	131	17	4	0	0	4	7	163	UR	UR	same census tract (see 21007 but						
21144	Mariposa Apartment Hor	Near the NWC of We	Plano	75093	Collin	3	Urban				NC	108	72	180	Elderly	\$1,500,000		Zachary Krochtengel	48085031649	139	17	4	-8	0	4	0	156	N	UR	elderly max						
21139	Cypress Creek Apartment	11520 North Central	Dallas	75243	Dallas	3	Urban				NC	103	86	189	General	\$1,500,000		Zachary Krochtengel	48113007805	138	17	4	-8	0	4	0	155	N	UR							
21202	Residences at Butler	2411 Butler St & 241	Dallas	75235	Dallas	3	Urban				NC	82	20	102	General	\$0		Gary Lacey	48113000401	132	Withdrawn															
Estimated Amount Available		\$16,860,278	Elderly Max \$6,948,121													Total HTCs Requested														\$30,584,670						
Region 4/Rural																																				
21054	Reserve at Palestine	3310 S. Loop 256	Palestine	75801	Anderson	4	Rural				NC	80	0	80	Elderly	\$1,260,000		Brian McGeady	48001950901	134	17	4	0	8	4	0	167	UR	UR							

Application Number	Development Name	Development Address	City	ZIP Code	County	Region	Urban/Rural	At-Risk	USDA	Nonprofit	Construction Type	Low-Income Units	Market Rate Units	Total Units	Target Population (Supp. Hsg. = SH)	HTC Request	Direct Loan	Applicant Contact Name	Census Tract(s)	Self Score Total	\$11.9(d)(1)	\$11.9(d)(4)	\$11.9(d)(5)(A)	\$11.9(d)(5)(B)	\$11.9(d)(6)	\$11.9(d)(7)	Best Possible Score	Review Status	Underwriting Status	Notes						
21099	Marshall Crossing	SEQ Decker Dr and E Marshall		75672	Harrison	4	Rural				NC	44	4	48	Elderly	\$1,041,113		Michael Fogel	48203020502	133	17	4	0	8	4	0	166	UR								
21055	Reserve at Jacksonville	Approx 905 Andrews Jacksonville		75766	Cherokee	4	Rural				NC	72	0	72	Elderly	\$1,100,000		Brian McGeady	48005000800	132	17	4	0	8	4	0	165	N								
21254	Tenninson Road Housing	North Side of Tennin Mt Pleasant		75455	Titus	4	Rural				NC	41	3	44	General	\$842,283		Emanuel H Glockzin, J	48449950800	132	17	4	0	8	4	0	165	N								
21258	Mt. Pleasant Senior	Tennison Road	Mt Pleasant	75455	Titus	4	Rural				NC	34	2	36	Elderly	\$663,018		Emanuel H. Glockzin,	48449950800	132	17	4	0	8	4	0	165	N								
Estimated Amount Available		\$1,432,691															Total HTCs Requested		\$4,906,414																	
Region 4/Urban																																				
21101	Longview Crossing	SWQ E Hawkins Pkw	Longview	75605	Gregg	4	Urban				NC	60	0	60	Elderly	\$976,694		Michael Fogel	48183000200	135	17	4	0	8	4	0	168	UR	UR							
21095	Porter Place	411 Porter Lane	Longview	75605	Gregg	4	Urban				NC	62	0	62	Elderly	\$1,191,000		Brian Kimes	48183000200	135	17	4	8	0	4	0	168	N	same census tract (see 21101)							
21092	Scenic Park Apartments	641 ESE Loop 323	Tyler	75703	Smith	4	Urban				NC	60	0	60	General	\$1,241,604		Vaughn C. Zimmerma	48423002004	135	17	4	0	8	4	0	168	UR								
21298	The Magnolia Gardens	North side of Magno	Longview	75605	Gregg	4	Urban				NC	65	0	65	Elderly	\$1,234,409		Rick J. Deyoe	48183000401	134	17	4	8	0	4	0	167	N								
Estimated Amount Available		\$1,386,419															Total HTCs Requested		\$4,643,707																	
Region 5/Rural																																				
21032	Royal Gardens Lufkin	Approximately 110 H	Lufkin	75901	Angelina	5	Rural				NC	72	8	80	General	\$1,069,042		Noor Jooma	48005000800	134	17	4	0	8	4	0	167	UR	UR							
21056	Reserve at Lufkin	Approx. 2123 S. 1st S	Lufkin	75901	Angelina	5	Rural				NC	72	0	72	Elderly	\$1,060,000		Brian McGeady	48005000800	134	17	4	0	8	4	0	167	UR								
21221	Providence on Park	Southwest Quadrant	Lumberton	77657	Hardin	5	Rural		X		NC	80	0	80	Elderly	\$1,324,086		Miranda Sprague	48199030502	130	9	4	0	4	4	0	151	N								
Estimated Amount Available		\$1,082,648															Total HTCs Requested		\$3,453,128																	
Region 5/Urban																																				
21200	Edson Lofts	285 Liberty Street	Beaumont	77701	Jefferson	5	Urban				NC	52	53	105	Elderly	\$1,480,817	X	Mark Feaster	48245011700	116	17	0	8	0	4	0	141	UR	score pending appeal							
21033	Beaumont Pioneer Crossir	Approx. 9449 US-287	Beaumont	77708	Jefferson	5	Urban				NC	72	10	82	General	\$984,000		Noor Jooma	48245000101	131	0	4	0	0	4	0	139	UR								
Estimated Amount Available		\$999,588															Total HTCs Requested		\$1,480,817																	
Region 6/Rural																																				
21003	Tomball Senior Village	SEC of Medical Com	Tomball	77377	Harris	6	Rural		X		NC	50	9	59	Elderly	\$900,000		JOT Couch	48201555501	134	17	4	8	0	4	0	167	UR								
21160	Amber Ridge Apartments	Woodway Dr and Hw	Angleton	77515	Brazoria	6	Rural				NC	42	6	48	General	\$600,000		Vaughn Zimmerman	48039662100	132	17	4	0	8	4	0	165	UR								
Estimated Amount Available		\$600,000															Total HTCs Requested		\$1,500,000																	
Region 6/Urban																																				
21006	Westheimer Garden Villas	5811 Winsome Lane	Houston	77057	Harris	6	Urban		X		NC	82	3	85	Elderly	\$1,500,000		Russ Michaels	48201432001	131	17	4	8	0	4	7	171	UR								
21100	Hawthorn Terrace	Approximately 3103	Houston	77082	Harris	6	Urban				NC	79	11	90	Elderly	\$1,500,000		J. Steve Ford	48201452100	138	17	4	0	8	4	0	171	UR								
21020	Huntington at Bay Area	SE corner of Bay Area	Houston	77058	Harris	6	Urban				NC	88	60	148	Elderly	\$1,500,000		Mark Musemeche	48201341100	138	17	4	0	8	4	0	171	UR								
21292	Campanile on Minimax	SEC of Minimax Dr. 8	Houston	77008	Harris	6	Urban				NC	93	24	117	Elderly	\$1,500,000		Les Kilday	48201511001	138	17	4	8	0	4	0	171	N	elderly max							
21264	Acadia Terrace	Appr. 6002 Rogerdal	Houston	77072	Harris	6	Urban				NC	79	41	120	General	\$1,500,000		J. Steve Ford	48201452300	131	17	8	0	8	0	7	171	UR								
21035	Manson Place	SWQ of Reeves Steet	Houston	77004	Harris	6	Urban				NC	74	2	76	General	\$1,500,000		Scott Puffer	48201312400	131	17	4	8	0	4	7	171	UR								
21111	Landmark at Montgomery	301 S 1st St.	Conroe	77301	Montgomer	6	Urban				NC	48	0	48	Elderly	\$877,082		Matt Gillam	48339693101	131	17	4	0	8	4	7	171	N	elderly max							
21027	New Hope Housing Ennis	Approximately 1846	Houston	77003	Harris	6	Urban		X		NC	112	0	112	Elderly	\$1,500,000		Joy Horak-Brown	48201310200	137	17	4	0	8	4	0	170	N	elderly max							
21132	OST Lofts	5520 Old Spanish Tra	Houston	77023	Harris	6	Urban				NC	109	21	130	General	\$1,500,000		Donna Rickenbacker	48201311800	130	17	4	8	0	4	7	170	UR								
21042	Cole Creek Estates	Approx. 6850 Gessne	Houston	77040	Harris	6	Urban				NC	86	22	108	Elderly	\$1,477,651		Ryan Hettig	48201534203	136	17	4	8	0	4	0	169	N	elderly max							
21245	The Rushmore	800 Highway 6 South	Houston	77079	Harris	6	Urban				NC	85	16	101	General	\$1,500,000		Randy Rieger	48201454400	135	17	4	0	8	4	0	168	UR								
21026	Vista at Park Place	NWQ of Park Place B	Houston	77087	Harris	6	Urban				NC	62	7	69	General	\$1,500,000		Dan Wilson	48201332900	128	17	4	0	8	4	7	168	UR								
21131	Boulevard 61	6101 Richmond Aver	Houston	77057	Harris	6	Urban				NC	90	10	100	General	\$1,500,000	X	Janine Sisak	48201432702	132	17	4	8	0	4	0	165	UR	score pending appeal							
21210	Hebron Village Supportive	7350 Calhoun Rd	Houston	77033	Harris	6	Urban		X		NC	72	0	72	SH	\$1,059,720	X	L. David Punch	48201332100	130	17	4	8	0	4	0	163	UR	score pending appeal							
21128	Fisher Street Apartments	909 Fisher St.	Houston	77018	Harris	6	Urban				NC	54	6	60	General	\$1,022,258		Lauren Avioli	48201531000	137	17	4	0	0	4	0	162	N	score pending appeal							
21016	Houston Willow Chase Liv	SEQ Breton Ridge Str	Houston	77070	Harris	6	Urban				NC	83	14	97	General	\$1,500,000		Thomas E. Huth	48201552700	137	17	4	-8	0	4	0	154	N								
21010	Maury Street Lofts	2918 Elysian Street	Houston	77009	Harris	6	Urban		X		NC	82	4	86	General	\$0		Jervon Harris	48201210800	131	Withdrawn															
21091	Laurel Terrace	1041 Conrad Sauer	Houston	77043	Harris	6	Urban				NC	83	37	120	Elderly	\$0		J. Steve Ford	48201522401	139	Withdrawn															
Estimated Amount Available		\$15,519,751		Elderly Max \$6,572,615															Total HTCs Requested		\$22,436,711															
Region 7/Rural																																				
21177	Carver Ridge Apartments	SEQ County Road 13'	Hutto	78634	Williamson	7	Rural				NC	48	12	60	General	\$900,000		Justin Zimmerman	48491020809	131	17	4	0	8	4	0	164	UR	UR							
21080	Kodu Crossing	NW quadrant of DonJarrell		76537	Williamson	7	Rural				NC	60	20	80	Elderly	\$900,000		Ina Spokas	48491021603	131	17	4	0	8	4	0	164	UR								
Estimated Amount Available		\$600,000															Total HTCs Requested		\$1,800,000																	

Application Number	Development Name	Development Address	City	ZIP Code	County	Region	Urban/Rural	At-Risk	USDA	Nonprofit	Construction Type	Low-Income Units	Market Rate Units	Total Units	Target Population (Supp. Hsg. = SH)	HTC Request	Direct Loan	Applicant Contact Name	Census Tract(s)	Self Score Total	\$11.9(d)(1)	\$11.9(d)(4)	\$11.9(d)(5)(A)	\$11.9(d)(5)(B)	\$11.9(d)(6)	\$11.9(d)(7)	Best Possible Score	Review Status	Underwriting Status	Notes		
Region 7/Urban																																
21070	Saison North	10010 N Capital of Texas	Austin	78759	Travis	7	Urban				NC	82	34	116	General	\$1,500,000		Megan Lasch	48453001753	139	17	4	0	8	4	0	172	UR				
21075	June West	NWC W Koenig Ln	Austin	78756	Travis	7	Urban				NC	80	0	80	General	\$1,500,000		Lisa Stephens	48453001505	138	17	4	0	8	4	0	171	UR				
21063	Parker Apartments	2105 Parker Lane	Austin	78741	Travis	7	Urban			X	NC	135	0	135	General	\$1,500,000		Walter Moreau	48453002315	131	17	8	8	0	0	7	171	UR				
21046	Village Square	115 East St Elmo Road	Austin	78745	Travis	7	Urban				NC	100	0	100	General	\$1,500,000		Christopher Shear	48453002403	131	17	4	0	8	4	7	171	N				
21047	Anderson Creek	Approx 1701 E Anderson	Austin	78752	Travis	7	Urban				NC	89	0	89	General	\$1,500,000		Christopher Shear	48453001811	130	17	4	0	8	4	7	170	N				
21031	Libertad Austin	900 Gardner Road	Austin	78721	Travis	7	Urban				NC	140	0	140	General	\$1,500,000	X	Rick Manzardo	48453002111	129	17	4	8	0	4	7	169	N				
Estimated Amount Available		\$4,429,533	Elderly Max \$1,643,357														Total HTCs Requested	\$9,000,000														
Region 8/Rural																																
Estimated Amount Available		\$722,788													Total HTCs Requested	\$0																
Region 8/Urban																																
21121	Paige Estates	826 South 11th Street	Waco	76706	McLennan	8	Urban				NC	64	0	64	Elderly	\$1,122,000		Brian Kimes	48309000400	131	17	4	0	8	4	7	171	UR				
21168	5th Street Lofts	705-721 S 5th St. & 7th	Waco	76706	McLennan	8	Urban				NC	92	10	102	General	\$1,475,694		Janine Sisak	48309000400	131	17	4	0	8	4	5	169	N	same census tract (see 21121)			
21024	Freedom's Path at Waco	4800 Memorial Drive	Waco	76711	McLennan	8	Urban			X	NC/ADR	34	0	34	SH	\$454,000		Craig Taylor	48309004300	135	17	4	8	0	4	0	168	UR	score pending appeal			
21318	Cypress Creek Temple	SWC of West Adams Temple		76502	Bell	8	Urban				NC	90	90	180	General	\$1,500,000		Stuart Shaw	48027020300	51	0	0	0	0	0	0	51	UR				
Estimated Amount Available		\$2,351,721													Total HTCs Requested	\$4,551,694																
Region 9/Rural																																
21114	The Reserves at Holdsworth	NWQ Paschal Ave	Kerrville	78028	Kerr	9	Rural				NC	32	4	36	General	\$900,000	X	Matt Gillam	48265960500	130	17	4	8	0	4	0	163	UR	UR			
Estimated Amount Available		\$600,000													Total HTCs Requested	\$900,000																
Region 9/Urban																																
21187	Village at Perrin Beitel	2611 NE Loop 410	San Antonio	78217	Bexar	9	Urban			X	NC	80	12	92	General	\$1,500,000		Brad McMurray	48029121204	132	17	4	8	0	4	7	172	UR				
21289	Snowden Apartments	7223 Snowden Road	San Antonio	78240	Bexar	9	Urban			X	NC	135	0	135	Elderly	\$1,500,000		Timothy Alcott	48029181504	139	17	4	8	0	4	0	172	UR				
21002	Denver Heights Senior Vill	W of SWC of MLK Dr	San Antonio	78203	Bexar	9	Urban				NC	81	18	99	Elderly	\$1,500,000		Jervon Harris	48029130402	132	17	4	8	0	4	7	172	N	elderly max			
21062	Ada Street Apartments	3618 S New Braunfels	San Antonio	78223	Bexar	9	Urban			X	NC	63	0	63	General	\$1,500,000		Jason Arechiga	48029140900	132	17	4	8	0	4	7	172	UR				
21064	Fiesta Trails	12485 W Interstate 1	San Antonio	78230	Bexar	9	Urban			X	NC	60	0	60	General	\$1,500,000		Jason Arechiga	48029181813	139	17	4	8	0	4	0	172	UR				
21023	Vista Med	4932 Research Dr.	San Antonio	78240	Bexar	9	Urban				NC	62	0	62	General	\$1,500,000		Dan Wilson	48029181404	138	17	4	0	8	4	0	171	N	2 mi same yr (see 21064)			
21189	Village at Boyer	1510 Hoefgen Ave.	San Antonio	78210	Bexar	9	Urban			X	NC	86	0	86	General	\$1,500,000		Brad McMurray	48029140200	131	17	4	8	0	4	7	171	N				
21231	Four25 San Pedro	419 and 425 San Pedro	San Antonio	78212	Bexar	9	Urban				NC	80	0	80	General	\$1,500,000		Lucila Diaz	48029110700	131	17	4	8	0	4	7	171	N				
21190	Village at Medical Senior	5318 & 5326 Medical	San Antonio	78240	Bexar	9	Urban			X	NC	80	0	80	Elderly	\$1,500,000		Brad McMurray	48029181504	139	17	4	0	0	4	0	164	N	elderly max			
Estimated Amount Available		\$5,631,845	Elderly Max \$2,424,509														Total HTCs Requested	\$13,500,000														
Region 10/Rural																																
21290	FishPond at Alice	Approx. 300 & 320 E Alice		78332	Jim Wells	10	Rural				NC	67	2	69	Elderly	\$1,064,977		David Fournier	48249950400	132	17	4	8	0	4	0	165	UR	UR			
21261	The Ponderosa	1907 N. Texas Blvd	Alice	78332	Jim Wells	10	Rural				NC	56	0	56	Elderly	\$1,064,977		Rick J. Deyoe	48249950400	130	17	4	8	0	4	0	163	UR				
Estimated Amount Available		\$718,685													Total HTCs Requested	\$2,129,954																
Region 10/Urban																																
21186	Palms at Blucher Park	209 S. Carancahua & Corpus Christi		78401	Nueces	10	Urban			X	NC	72	0	72	General	\$1,500,000		Bradford McMurray	48355006400	129	17	4	0	8	4	5	167	UR	UR			
21275	Avanti Heritage Park	SWC of Fitzgerald St.	Corpus Christi	78401	Nueces	10	Urban				NC	69	5	74	General	\$1,383,899		Enrique Flores, IV	48355006400	131	14	4	0	8	4	5	166	N	same census tract (see 21186)			
Estimated Amount Available		\$1,401,537													Total HTCs Requested	\$2,883,899																

Application Number	Development Name	Development Address	City	ZIP Code	County	Region	Urban/Rural	At-Risk	USDA	Nonprofit	Construction Type	Low-Income Units	Market Rate Units	Total Units	Target Population (Supp. Hsg. = SH)	HTC Request	Direct Loan	Applicant Contact Name	Census Tract(s)	Self Score Total	\$11.9(d)(1)	\$11.9(d)(4)	\$11.9(d)(5)(A)	\$11.9(d)(5)(B)	\$11.9(d)(6)	\$11.9(d)(7)	Best Possible Score	Review Status	Underwriting Status	Notes			
Region 11/Rural																																	
21052	Del Rio Lofts	Newton Dr approx 5	Del Rio	78840	Val Verde	11	Rural					55	6	61	General	\$1,006,603		Daniel Sailler	48465950400	134	17	4	8	0	4	0	167	UR	UR				
21219	Eagles Gate Apartments	2420 El Indio Hwy	Eagle Pass	78852	Maverick	11	Rural					48	0	48	General	\$967,455		Vaughn C. Zimmerma	48323950602	134	17	4	8	0	4	0	167	UR					
21260	Mountain View Villas	2100 Block eastside	Del Rio	78840	Val Verde	11	Rural					52	4	56	Elderly	\$1,006,603		Rick J. Deyoe	48465950800	134	17	4	8	0	4	0	167	N					
Estimated Amount Available		\$1,019,237																														Total HTCs Requested \$2,980,661	
Region 11/Urban																																	
21039	Uvalde Villas	Uvalde Ave. (east of	McAllen	78503	Hidalgo	11	Urban					96	6	102	General	\$1,500,000		Steve Lollis	48215021202	137	17	4	8	0	4	0	170	UR	UR				
21048	Price Lofts	54 South Price Road	Brownsville	78521	Cameron	11	Urban					81	7	88	General	\$1,500,000		Jake Mooney	48061013104	137	17	4	8	0	4	0	170	UR	UR				
21230	Calle del Norte Apartment	210 Calle del Norte	Laredo	78041	Webb	11	Urban					55	0	55	General	\$1,178,992		Justin Zimmerman	48479001718	137	17	4	8	0	4	0	170	UR					
21274	Avanti Legacy Violet Parc	4601 N. McColl St.	McAllen	78504	Hidalgo	11	Urban					80	4	84	Elderly	\$1,500,000		Enrique Flores, IV	48215020901	137	17	4	8	0	4	0	170	UR	UR				
21259	Jackson Place Apartments	NEC of Jackson Stree	Edinburg	78539	Hidalgo	11	Urban					80	2	82	Elderly	\$1,500,000		Rick J. Deyoe	48215023904	136	17	4	8	0	4	0	169	UR					
21069	Dahlia Villas	409 W. Sam Houston	Pharr	78577	Hidalgo	11	Urban					102	18	120	General	\$1,500,000		Steve Lollis	48215021404	136	17	4	8	0	4	0	169	N					
21276	Avanti Legacy Springfield	SWQ of Internationa	Laredo	78045	Webb	11	Urban					80	4	84	Elderly	\$1,500,000		Enrique Flores	48479001720	136	17	4	8	0	4	0	169	N					
21305	Jackson Road Apartments	2200 W Jackson Rd	McAllen	78503	Hidalgo	11	Urban					80	0	80	General	\$1,500,000		Melissa Fisher	48215021202	135	17	4	8	0	4	0	168	N		same census tract (see 21039)			
21293	BCC Village TH	Mayorca Court at M	Brownsville	78526	Cameron	11	Urban					9	27	36	General	\$243,845		Melissa Fisher	48061012613	132	17	8	8	0	0	165	N						
Estimated Amount Available		\$6,433,125																												Total HTCs Requested \$11,922,837			
Region 12/Rural																																	
Estimated Amount Available		\$600,000																												Total HTCs Requested \$0			
Region 12/Urban																																	
21113	San Angelo Crossing	NWQ Northwest Dr	San Angelo	76901	Tom Green	12	Urban					27	9	36	General	\$612,000		Michael Fogel	48451001101	132	17	4	0	8	4	0	165	UR	UR				
21317	San Angelo Terrace	W side of Appaloosa	San Angelo	76904	Tom Green	12	Urban					58	14	72	General	\$1,328,167		Michael Fogel	48451001707	123	0	4	0	8	4	0	139	UR					
Estimated Amount Available		\$901,352																												Total HTCs Requested \$1,940,167			
Region 13/Rural																																	
21283	Hemley Palms	230 Hemley Road	Vinton	79821	El Paso	13	Rural					48	0	48	General	\$900,000		R.L. Bowling, IV	48141010221	116	17	0	8	0	4	0	145	UR	UR				
Estimated Amount Available		\$600,000																												Total HTCs Requested \$900,000			
Region 13/Urban																																	
21130	Sun Pointe	4647 Maxwell Ave	El Paso	79904	El Paso	13	Urban	X	AcR			146	0	146	General	\$1,230,369		Tom Deloye	48141000404	124	17	4	8	0	4	0	157	UR	UR				
21166	Mountain View Estates	approx 350 feet in th	El Paso	79938	El Paso	13	Urban					80	0	80	General	\$1,291,260		Roy Lopez	48141010339	119	17	4	8	0	4	0	152	UR					
21167	Villas at Augusta	SWC of Augusta Driv	El Paso	79938	El Paso	13	Urban					80	0	80	General	\$1,426,000		Roy Lopez	48141010341	126	0	4	8	0	4	0	142	N					
21284	Nevarez Palms II	220 N Nevarez Rd.	Socorro	79927	El Paso	13	Urban					48	0	48	General	\$850,000		R.L. Bowling, IV	48141004002	115	0	0	0	0	4	0	119	N					
Estimated Amount Available		\$2,492,657																												Total HTCs Requested \$4,797,629			
Estimated Total Available		\$84,622,668		Applications: 133																										Total Amount Requested: \$151,220,200			

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BOARD ACTION REQUEST
MULTIFAMILY FINANCE DIVISION
JUNE 17, 2021

Presentation, discussion and possible action regarding eligibility under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones for 800 Middle in Houston

RECOMMENDED ACTION

WHEREAS, pursuant to 10 TAC §11.101(b)(1)(C) of the 2021 Qualified Allocation Plan (QAP) any development that falls within the attendance zone of a school that has a Texas Education Agency (TEA) Accountability Rating of F for the most recent year available prior to Application and an Improvement Required Rating for the most recent year preceding is ineligible with no opportunity for mitigation;

WHEREAS, the proposed site of 800 Middle is within the attendance zone of Wheatley High School which received a TEA Accountability rating of F for 2019 and did not receive a rating in the preceding year due to Hurricane Harvey;

WHEREAS, Wheatley High School was rated Improvement Required from 2015 to 2017;

WHEREAS, a waiver request relating to 10 TAC §11.101(b)(1)(C) was submitted to the Department on May 7, 2021;

WHEREAS, there is no provision under the rule by which staff has the discretion to review the information submitted as part of the waiver request in order to find the 800 Middle site eligible;

WHEREAS, staff believes that the Board could find that waiver request meets the requirements of 10 TAC §11.207, but must defer to the Board whether or not to waive the ineligibility of the proposed site based on the information included in the waiver request; and

WHEREAS, if the waiver was granted it would be specific to the facts and circumstances relating to this request and information provided by the applicant; should those change at the time the application is submitted or should the application be submitted in a subsequent program year, a re-evaluation of the request would be warranted;

NOW, therefore, it is hereby,

RESOLVED, that the proposed site of 800 Middle is ineligible based on the aforementioned factors and information specific to Wheatley High School, as noted herein.

BACKGROUND

800 Middle is a proposed general population development to be located at 800 Middle Street, in downtown Houston, in a census tract with a 34.4% poverty rate. Although a complete HTC application has not been submitted, the information provided by the applicant reflects the new construction of 400 mixed-income units of which 325 units will be rent and income restricted at 60% or less of Area Median Family Income, while Section 8 Project-Based Vouchers will be in place for the remaining 75 units. 800 Middle is proposed to be built as part of a multi-phase development with the ultimate goal of replacing 296 public housing units that are being lost due to the planned disposal of the Clayton Homes public housing development.

As part of its proposed improvements to Interstate 10 in Houston, the Texas Department of Transportation (TxDOT) must acquire a 21-acre tract of land currently owned by the Houston Housing Authority that includes the current site of Clayton Homes. A condition to the sale stipulated by TxDOT requires that 80% of the proceeds must be used to fund the relocation of the public housing units within two miles of their current location. Because of this stipulation, the proposed development will remain in the same census tract, and will be served by the same schools, as the Clayton Homes. The Department requested from the applicant, but was unable to obtain in writing information documenting this condition of sale.

The proposed development would be located within the Houston Independent School District, a district with an overall rating of B according to the 2019 TEA Accountability Ratings. Specifically, the development is in the attendance zone of Wheatley High School (Wheatley), which received a 2019 TEA Accountability Rating of F and did not receive a 2018 rating due to Hurricane Harvey. In reviewing the TEA Accountability reports for 2015, 2016, and 2017, Wheatley received an Improvement Required rating for these years. According to information provided in the waiver request, there are currently multiple, concerted efforts to improve the quality and performance of Wheatley High School. Staff notes that due to the COVID-19 pandemic, TEA Accountability Ratings were paused for the 2020-2021 school year.

10 TAC §11.101(b)(1)(C) reads as follows:

“(C) Ineligibility of Developments within Certain School Attendance Zones. Any Development that falls within the attendance zone of a school that has a TEA Accountability Rating of F for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding is ineligible with no opportunity for mitigation. Developments that are encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or at the time of Pre-application (if applicable), an Elderly Development, or a Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units are exempt.”

800 Middle would be newly constructed and is therefore not encumbered by a TDHCA LURA, nor does it meet any of the other criteria in the rule that would allow it to be considered eligible despite the school rating. Included in this Board item is more detailed information provided by the applicant related to the

site selection criteria imposed by HUD under 24 CFR §983.57, as well as material further describing the initiatives currently being implemented to improve Wheatley High School, which include a School Improvement Plan and a Turnaround Plan, in addition to the fact that TEA has decided to take over the campus rather than close it in an effort to raise the campus accountability rating. However, the takeover has been delayed until the fall due to COVID. Additionally, there is substantial information provided by the applicant that attempts to demonstrate the high level of private investment and potential gentrification of the area.

Within the QAP there is no framework by which staff could review the information submitted and arrive at a recommendation other than a recommendation of ineligibility. According to 10 TAC §11.207 of the QAP, the applicant must demonstrate how the need for the waiver is not within control of the applicant, and establish how, by not granting the waiver, the Department would not be meeting its policies and purposes under Tex. Gov't Code §2306. The applicant stated that TXDOT and HUD requirements, have greatly reduced the number of viable options for the proposed development site. The applicant has stated that these factors have resulted in the proposed site being located within the same attendance zone of the aforementioned underperforming high school. Moreover, as previously mentioned, the pandemic has caused disruptions to the TEA accountability system that are not within the applicant's control. As a result, an accurate picture of school performance following the 2019 Rating of "F" could not be obtained.

Staff believes that the Board could find that the construction of the proposed development would serve to not only maximize the number of affordable units added to the state's housing supply, but contribute to the preservation of government-assisted housing occupied by individuals and families of very low and extremely low income, as articulated in Tex. Gov't Code §§2306.002 and 2306.6701. Despite the recommendation of ineligibility regarding the requirements of 10 TAC §11.101(b)(1)(C), the Board could find that the waiver request meets the requirements under 10 TAC §11.207.

Included herein is information provided by the applicant that would serve as the basis for the Board's review regarding eligibility (Exhibit A). The Department has received letters of support for the proposed development from Interim Superintendent of Houston ISD, Dr. Grenita Lathan, Houston City Council Member for District H, Karla Cisneros, Principal of Wheatley High School, Joseph E. Williams, President of the Greater Fifth Ward Super Neighborhood #55, Joetta Stevenson, Acting Director of the Center for Urban Transformation, Zarana Sanghani, and Commissioner Stephanie Ballard of the Houston Housing Authority. All of these letters are included herein (Exhibit B).

Exhibit A



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive ■ Houston Texas 77057 ■ 713.260.0500 P ■ 713.260.0547 TTY ■ www.housingforhouston.com

May 5, 2021

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: *800 Middle (also known as EaDo 800 Lofts)*
 Neighborhood Risk Factor Report and Waiver Request

Dear Mr. Wilkinson,

I am writing to formally request a waiver for an under-performing school and to ask that the Department find the site for the proposed 800 Middle (the "Development") eligible to apply for Tax Credits. While mitigation for schools described in 11.101(a)(3)(C) and (D) of the 2021 QAP is not required for applications submitted in 2021, we are requesting a waiver of ineligibility described in 11.101(b)(1)(C). In that regard, we enclose information on mitigation and request that the Department consider the unique circumstances of the Development outlined below and approve our request for a waiver. The Development site is located within the boundaries of Wheatley High School which does not meet TDHCA's current standards for school performance, but we are proposing proven actions to mitigate. The Neighborhood Risk Factor Report compiled by our partners and submitted with this letter provides a clear impression of the collaborative and concerted improvement initiatives underway at Wheatley High School under the leadership of the Texas Education Agency (TEA) and Houston Independent School District (HISD).

The Development is part of a multi-phase initiative to relocate 296 existing public housing units at Clayton Homes under the leadership of the Houston Housing Authority (HHA) and the NRP Group. The first phase will consist of 400 mixed-income residential units newly constructed on approximately 8 acres out of a total of 27 acres acquired near the existing Clayton Homes. The impetus for this initiative is the Texas Department of Transportation's (TxDOT) proposed improvement of Interstate 10 just east of Downtown Houston. To complete the planned Interstate improvements, TxDOT must acquire the 21-acre tract of land owned by the HHA that is the site of Clayton Homes.

One of the key conditions of the transaction between TxDOT and HHA is that 80% of the funds from the sale of the property must be allocated towards the relocation of Clayton Homes' public housing units ***within two miles of its current location***. In addition to the geographic criterion, relocation units must adhere to HUD's Project Based Voucher (PBV) site selection standards. These standards favor new units that are relocated to a census tract that:

1. Expands housing and economic opportunities for residents,
2. Is a HUD-designated Enterprise Zone, Economic Community, or Renewal Community, and
3. Is a census tract where the concentration of assisted units will be decreased as a result of public housing demolition.

In consideration of all of these conditions, the most logical and appropriate solution is for HHA's relocated public housing units to remain in the same census tract. Through an analysis of developable properties within the Clayton Homes census tract, the Development Team identified and acquired a 27-acre parcel located at 800 Middle Street. HUD has recommended approval of this site, subject to environmental review.

The intent is that former public housing residents of Clayton Homes will receive leasing priority so that they will have the opportunity to live in a new, high-quality community without being uprooted from their neighborhood. Residents will also have the opportunity to live outside of a floodplain, which currently covers about 60% of the Clayton Homes site and has caused many complications during Hurricane Harvey and Hurricane Ike.

While the Development is key to implementing vital infrastructural improvements that will enhance transportation for Houston's 2.3 million residents, it is also a vital part of HHA's mission to preserve the existing occupied affordable housing units at Clayton Homes. The Development's eligibility to participate in the Housing Tax Credit Program will enable the City of Houston ("City") to affirmatively further fair housing and to comply with a 2018 Voluntary Compliance Agreement between the City and HUD that mandates the creation of a Multifamily Priorities policy and an Affordable Housing Development Strategy that affirmatively further fair housing. The Development will help the City meet both requirements, by providing residents with equitable access to housing and by being located within two of the City's Concerted Revitalization Areas (CRA) in accordance with the Multifamily Priorities policy.

In light of these unique circumstances, we respectfully request a waiver of 11.101(b)(1)(C) and a determination of the Development's eligibility as it relates to school performance at Wheatley High School. Granting the requested waiver will better serve the policies of the Department by helping to fulfill the purpose set forth in Section 2306.001(3) of the Texas Government Code:

Sec. 2306.001 PURPOSES. The purposes of the department are to:

...

(3) contribute to the preservation, development, and redevelopment of neighborhoods and communities, including cooperation in the preservation of government-assisted housing occupied by individuals and families of very low and extremely low income; ...

Detailed information and documentation about the proposed site are included in the NRF report attached to this letter.

Sincerely,



Mark Thiele
Interim President & CEO

Cc: Mr. Leo Vasquez, Chair, TDHCA Governing Board
Ms. Marni Holloway, Director of Multifamily Finance, TDHCA

EaDo 800

Neighborhood Risk Factor Packet

submitted by
the Houston Housing Authority and The NRP Group

May 2021



2021 Neighborhood Risk Factors Report Packet

(Submit prior to Pre-application or Application, or behind Tab 2 of the Application)

Due to restrictions related to the COVID-19 pandemic, mitigation for schools is not required for 2021 Applications. Applicants must continue to provide disclosure and Application documentation. If schools are the only Neighborhood Risk Factor, this report is not required.

The purpose of the packet is to formalize the process in which Neighborhood Risk Factors (NRF) are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan (QAP). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b)(1)(I) relating to Pre-Application Requirements) or at Application. If TDHCA is the Bond Issuer and a determination of NRF is requested as part of the Inducement Resolution process, the packet may be submitted as described by 10 TAC §12.4(b) and (e) of the Multifamily Housing Revenue Bond Rule. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.1(k) for additional guidance. Termination due to an Applicant's own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11.8(b), related to Pre-application Participation, the competitive HTC pre-application must identify NRFs related to crime and schools.

- Pre-application Disclosure:** Pre-application # _____ Development Name _____
- Application Disclosure:** Application # _____ Development Name EaDo 800

The Development Site includes the following Neighborhood Risk Factor(s) (NRFs) (check all that apply):

Development Site is located in a census tract has poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13). If poverty is the only Neighborhood Risk Factor, attach a copy of the resolution described in 10 TAC §11.101(a)(3)(D)(i) and no further information is necessary.

Development Site is located in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons annually as reported on <https://www.neighborhoodscout.com/>.

Development Site is located within 1,000 feet (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

Development Site is located within the attendance zone of an elementary school, middle school, or high school that:

Has a TEA Accountability Rating of D for the most recent year available prior to Application and an Improvement Required Rating for the most recent available year preceding; or

Has a TEA Accountability Rating of F for the most recent year available prior to Application and a Met Standard Rating by the Texas Education Agency for the most recent available year preceding.

Has a TEA Accountability Rating of F or D for the most recent year available prior to Application and does not have a TEA Accountability Rating for the most recent available year preceding

Does not have a TEA Accountability Rating for the most recent year available prior to Application and has a TEA Improvement Required Rating for the most recent available year preceding.

Neighborhood Risk Factors Report:

Pursuant to 10 TAC §11.101(a)(3)(C)(i)-(viii), information is being submitted for the items listed below if such information pertains to the Neighborhood Risk Factor(s) disclosures, including mitigation pursuant to 10 TAC §11.101(a)(3)(D) or any other such mitigation as the Applicant determines appropriate, to support a staff determination that the proposed Development Site should be found eligible. Such information is included behind this page:

- Determination regarding neighborhood boundaries based on the review of a combination of natural and manmade physical features (rivers, highways, etc.), apparent changes in land use, the Primary Market Area (PMA) as defined in the Market Analysis, census tract or municipal boundaries, and information obtained from any Site visits;
- Assessment of general land use in the neighborhood, including comment on the prevalence of residential uses;
- Assessment concerning any of the Undesirable Site Features that are present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);
- Assessment of the number of existing affordable rental units (generally includes, but is not limited to, rental properties subject to TDHCA, HUD, or USDA restrictions) in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;
- Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development Site is located;
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;
- Any additional information necessary to complete an assessment of the Development Site, as requested by the Department.

Provide any comments or additional information in the box below, if applicable.

Please see the attached packet for documentation of mitigation and the items mentioned above.

Mitigation of the Neighborhood Risk Factor(s):

Pursuant to 10 TAC §11.101(a)(3)(D), information regarding mitigation is being submitted for the items listed below, if such information pertains to the Neighborhood Risk Factor(s) disclosures. Mitigation must include documentation of efforts underway at the time of Application, and should include the measures described in 10 TAC §11.101(a)(3)(D)(i) – (iv), or such other mitigation as the Applicant determines appropriate to support a staff determination that the proposed Development Site should be found eligible. Such information is included behind this page:

I have provided information regarding mitigation of the above-mentioned Neighborhood Risk Factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) and I have demonstrated how the information is consistent with the goals in 10 TAC §11.101(a)(3)(E)(i) – (iii) of the QAP (if applicable).

Provide any comments or additional information in the box below, if applicable.

Please see the attached packet for documentation of mitigation and the items mentioned above.

How to Submit the NRF Report Packet:

The NRF Packet should be submitted directly to the applicable Department Contact listed below if submitting ***prior to Pre-application or Application submission and requesting a pre-determination.***

- 9% HTC Applications: Alena.Morgan@tdhca.state.tx.us (9% HTC Program Administrator)
- 4% HTC and Tax-Exempt Bond Applications: Teresa.Morales@tdhca.state.tx.us (Director of Multifamily Bonds and 4% HTC Program Administrator)
- Direct Loan Only Applications: Charlotte.Flickinger@tdhca.state.tx.us (Multifamily Direct Loan Program Manager)

If a pre-determination will not be requested, **the Packet must be included behind Tab 2** when the full Application is uploaded to the Serv-U Account that has been set-up for the pre-application or Application. Notify the appropriate contact person of the upload (refer to the Multifamily Programs Procedures Manual posted at <http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm> for an explanation of the process to set-up a Serv-U Account if needed).

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May 6, 2021

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: 800 Middle (also known as EaDo 800 Lofts) Neighborhood Risk Factor Report and Waiver Request

Dear Ms. Holloway,

I am writing to provide the Department with additional information regarding the Neighborhood Risk Factor disclosure and to formally request a waiver for 800 Middle (also known as EaDo 800 Lofts), in accordance with 11.101(a)(3)(B)(iv), 11.101(a)(3)(E)(i-iii), and 11.207(1-2), respectively. We respectfully request that the Department considers the unique circumstances of this Development outlined below and that the Department approves our request for a waiver for Wheatley High School. This letter, along with the Neighborhood Risk Factor Report, should provide a clearer impression of the collaborative and concerted improvement initiatives underway at Wheatley High School under the leadership of the Texas Education Agency and Houston Independent School District. I hope you will let me know if there is any additional information that you would like to see.

Introduction to the Development

The Development of EaDo 800 is part of a multi-phase initiative to relocate 296 public housing units at Clayton Homes under the leadership of the Houston Housing Authority (“HHA”) and the NRP Group. The first phase of EaDo 800 will consist of 400 mixed-income residential units on approximately 10 acres out of the total 27 acres. Please see page 14 of this documentation packet for a site plan showing the location of Phase I within the full site. The intent is that former residents of Clayton Homes will receive leasing priority so that they will have the opportunity to live in a new, high-quality community without being uprooted from their neighborhood. Residents will also have the opportunity to live outside of a floodplain, which currently covers about 60% of the Clayton Homes site and has caused many complications during Hurricane Harvey and Hurricane Ike.

The impetus for this initiative is a multi-million dollar infrastructural improvement of Interstate 10 just east of Downtown Houston. In order to complete these improvements, the Texas Department of Transportation (“TxDOT”) must purchase the 21-acre tract of land owned by the Houston Housing Authority that includes Clayton Homes. One of the key conditions of this transaction between TxDOT and HHA is that 80% of the funds from the sale of the property must be allocated towards the relocation of Clayton Homes’ public housing units within two miles of its current location.

In addition to the geographic criteria required by the sale of the land that Clayton Homes sits on, relocation units must adhere to HUD’s Project Based Voucher (“PBV”) site selection standards. These standards favor new units that are relocated to a census tract that:

1. Expands housing and economic opportunities for residents,
2. Is a HUD-designated Enterprise Zone, Economic Community, or Renewal Community, and
3. Is a census tract where the concentration of assisted units will be decreased as a result of public housing demolition.

In consideration of all of these geographic conditions, the most logical and appropriate solution for HHA's relocated public housing units is to remain in the same census tract. Through an analysis of developable properties within the Clayton Homes census tract, the Development Team identified and secured the 27-acre parcel located at 800 Middle Street. For more information on the site and neighborhood review, please see the memo from the Houston Housing Authority that is included on pages 20 through 39 of this documentation packet. It is also worth noting that HUD recommended approval of EaDo 800's location in its Site and Neighborhood Assessment issued on April 3, 2020 and has directed the Houston Housing Authority to provide residents with information on Houston Independent School District's school choice programs. A copy of this correspondence can be found on pages 40 through 43 of this documentation packet.

The development of EaDo 800 is a vital part of the City of Houston's mission to preserve the existing occupied affordable housing units at Clayton Homes while also implementing vital infrastructural improvements that will enhance transportation for Houston's 2.3 million residents. The eligibility of EaDo 800 is necessary to enable the City of Houston to comply with its obligation to affirmatively further fair housing and to comply with a 2018 Voluntary Compliance Agreement between the City and HUD that mandates the creation of a Multifamily Priorities policy and an Affordable Housing Development Strategy that affirmatively furthers fair housing. The Voluntary Compliance Agreement can be found on pages 44 through 49 of this documentation packet. The development of EaDo 800 helps the City of Houston meet both requirements, by providing residents with equitable access to housing and by being located within two of the City's Concerted Revitalization Areas ("CRA") in accordance with the City of Houston Multifamily Priorities policy. This is further evidenced by the resolutions of support provided by the City of Houston on pages 16-19 of this documentation packet.

In light of these unique circumstance, we respectfully request a waiver and a determination of eligibility for EaDo 800 as they relate to school performance at Wheatley High School. The geographic conditions of TxDOT's purchase contract and HUD's site selection criteria are beyond the Applicant's control. As a result, potential development sites that meet all of our location-based constraints, are located within the appropriate census tract, and are viable for a multi-phase 600-800 unit development, are served by at least one school that received a 'D' or 'F' rating in 2019 from the Texas Education Agency. As such, the Applicant has no other choice of site location in order to comply with TxDOT and HUD.

Furthermore, by granting this waiver and eligibility, the Department can accomplish its purposes laid out in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701. Please see page 50 of this documentation packet for a table identifying how the approval of this waiver complies with each clause.

Introduction to the Neighborhood

EaDo 800 is located approximately at 800 Middle Street less than one mile east of Downtown Houston in the Second Ward. The neighborhood is bound to by Buffalo Bayou to the north, Lockwood Drive to the east, Galveston line of the Union Pacific Railroad to the south, and Interstate-10 and the Houston West Belt line of the Union Pacific Railroad to the west. The Second Ward has historically been one of the epicenters of the Hispanic and/or Latino population within the City of Houston, and City aims to preserve this significant cultural impact throughout all revitalization efforts within the neighborhood. Please see page 51 of this documentation packet for a map of the Second Ward neighborhood.

Second Ward Complete Community

In 2018, Mayor Sylvester Turner of Houston designated the Second Ward as one of the City's five inaugural 'Complete Communities'. This result of this enterprise, the Second Ward Complete Community Action Plan, is in amalgamation of renewed community outreach efforts and elements from the neighborhood's most recent planning initiatives, including two TIRZ Project Plans, three Livable Center Studies, the ULI Redeveloping the East End Study, the East End Mobility Study, and the METRO Transit Oriented Development Study.

The 18-month planning process culminated in the summer of 2018 and has established an array of actionable projects and benchmarks within the plan's eight focus areas: Economy and Jobs, Education, Health, Housing, Mobility and Infrastructure, Neighborhood Character, Parks and Community Amenities, and Safety. With the guidance of this Action Plan and other planning efforts, the future residents at EaDo 800 will live in a vibrant neighborhood that promotes their access to jobs, economic opportunity, health, and a higher quality of life.

Harrisburg TIRZ

In addition to being a part of the Complete Community program, EaDo 800 is also located within the boundaries of the Harrisburg Tax Increment Reinvestment Zone (TIRZ) No. 23. The Harrisburg TIRZ Project Plan and Financing Plan has been a primary catalyst for community development initiatives and Capital Improvement Projects (CIP) within the zone since 2013. As a result, the TIRZ area has been the target of millions of dollars of both public and private investment, including \$18.3 million in project funds that will be allocated in 2020 fiscal year alone. These funds are earmarked towards projects like infrastructure improvements for the light rail line less than a mile south of the Development Site, land acquisition for parks and economic development projects, and offsetting the costs associated with affordable housing development. Evidence of the TIRZ's positive impact is evident throughout the area, and a guide to the area's most recent projects can be found on pages 56 through 59 of this documentation packet.

Neighborhood Land Use

Like many other older neighborhoods located within the urban core, the Second Ward is characterized by a combination of several land uses. Historically, the neighborhood has been home to blue-collar households and small businesses due to its proximity to major industrial employment centers and relative affordability of land. Commercial and light industrial uses are located along primary corridors and Union Pacific's railroads, while the heart of the neighborhood consists of mostly single-family residential, a few multifamily developments, and smaller neighborhood institutions like schools and local nonprofit organizations. Please see page 52 of this documentation packet for a map of general land use in the Second Ward.

Today, the neighborhood is gentrifying due to the expansion of METRORail's Green and Purples lines and rapid redevelopment, so while general land use patterns have remained the same, it's worth noting that the housing stock is transitioning from older single-family homes into luxury townhouses and condominiums. Opportunities for homeownership, which was once relatively affordable due to the average age of housing stock, are gradually disappearing and being replaced by high cost rents and high cost mortgages and condo fees. There is no doubt that the neighborhood is benefiting from the millions of dollars of recent public and private investment, but current residents face a high risk of displacement of their homes and businesses as land costs continue to rise.

Neighborhood Risk Factors

EaDo 800 meets TDHCA criteria for all Neighborhood Risk Factors with the exception of the TEA Accountability Rating for its high school.

- **Poverty** – Poverty rate in the census tract is below TDHCA's threshold and is generally surrounded by low poverty census tracts. Please see page 53 of this documentation packet for a map of poverty rates in the area.
- **Low Crime** – the census tract that contains EaDo 800 has a crime rate below TDHCA's threshold for triggering a Neighborhood Risk Factor report. The crime rate in the development site's census tract is 17.85 crimes per 1,000 persons. Please see pages 54 through 55 of this documentation packet for a copy of the NeighborhoodScout crime reports for the census tract.

- **Good Schools** – Students living at Clayton Homes have the opportunity to attend three exemplary schools in the Houston Independent School District (HISD). Please see pages 60 through 64 for copies of each school’s TEA Accountability Ratings.
 - Burnet Elementary School – this campus serves students from Pre-Kindergarten through 5th grade. The campus received a “B” rating from the Texas Education Agency in 2019.
 - Navarro Middle School – Navarro serves students in grades 6 through 8 and received a “D” rating from the Texas Education Agency in 2019, along with a “Met Standard” rating in 2018, which is compliant with TDHCA’s Educational Quality standards.
 - Wheatley High School – this campus serves students in 9th through 12th grade. Please see pages 60 through 61 for a letter from the interim TEA-appointed school district Superintendent, along with documentation on mitigation efforts.
- **Well-Maintained Housing Stock and Neighborhood Character** – The neighborhood surrounding EaDo 800 has been the focus of millions of dollars of revitalization investment through the City of Houston’s Complete Communities initiative, through the Harrisburg TIRZ, and through private investment. Please see pages 56 through 59 of the documentation packet for examples of the neighborhood’s revitalization and character.

Education

Wheatley High School has served students living on the east side of Houston for almost a century. Though the campus has encountered issues related to school funding and academic performance in recent years, Houston Independent School District has been working tirelessly to bolster one of the City’s oldest institutions and the students and families who rely on it. Pages 65 through 66 of this documentation packet includes a letter from Interim Superintendent Grenita Lathan detailing these extensive efforts.

Under the leadership of Area Superintendent Dr. Felicia Adams, Principal Joseph E Williams, and the Campus Intervention Team (“CIT”), Wheatley High School has been making headway towards improvement in academic performance. The CIT for the campus has developed an annual School Improvement Plan (“SIP”) and a Turnaround Plan, both of which identify actionable strategies, necessary resources, a timeline, and measurable benchmarks for evaluating progress. According to the SIP for the 2019-2020 academic year, (found on pages 67 through 94 of this documentation packet) students at Wheatley High School has seen remarkable improvements in all three TEA Accountability Rating domains, with a 7-point increase in Student Achievement, a 6-point increase in School Progress, and a 20-point increase in Closing the Gaps from 2018 to 2019. The SIP also notes that students are making strides in both Algebra and Biology, and area maintaining a high level of achievement in U.S. History.

STAAR results are also improving, according to the latest Texas Academic Performance Report for Wheatley High School. The Campus STAAR Performance component of this report can be found on pages 95 through 98 of this documentation packet. The percentage of students approaching grade level or above is rising gradually across the majority of grade levels for all subjects, with the most significant improvement in STAAR performance occurring for students in Algebra I and Biology between 2018 and 2019. It is also worth mentioning the performance improved in all grades and all subject areas for students in the English Language Learner category.

The District has also designated Wheatley High School as one of ten ‘Superintendent Schools’ to provide more targeted aid for the schools that need the most assistance. The initiative focuses on six ‘Guiding Pillars’ for school improvement, including Leadership Excellence, Teach Excellence, Instructional Excellence, School Design, Social & Emotional Learning Support, and Family & Community Empowerment. Excerpts from the Achieve 180 Program Evaluation are included on pages 99 through 106 of this documentation packet. These excerpts indicate that almost three-quarters of students have participated in Achieve 180 programming and that staff has received over two hundred support visits and almost seventy Professional Learning Communities

("PLCs") with Achieve 180 Teacher Development Specialists. Dedicated professional development and targeted academic reinforcement from the Achieve 180 program are just some of the reasons why Wheatley High School is beginning to see a turnaround in student performance.

In addition to integral programming through Achieve 180, Wheatley High School has also expanded its Career and Technical Education department ("CTE") and its college readiness programming. The Barbara Jordan Career Center partners with Wheatley's CTE department and the campus College Access Center to provide students with professional training in almost a dozen fields for students who want to transition right into a career following their graduation from high school. Over sixty College and Career Readiness events were hosted for Wheatley students over the past two years, including college visits, financial aid workshops, test prep, and field trips. More information on all of these initiatives begins on page 107 of this documentation packet.

With the guidance of the campus Wraparound Support Specialist, non-academic supports have also been expanded for students and their families as well. These non-academic supports ensure that students have what they need to facilitate a higher quality of life beyond just their learning environment. Services are provided by a dozens of local community organization and include mental health counseling, legal and crisis assistance, and coordinating access to food pantries and shelters, among others. These services providers, also known as the Wraparound Services Alliance Network, are dedicated to ensuring the success of the Wheatley community, and have documented their commitment in the letters found on page 111 through 118 of this documentation packet.

Though the school has not yet met TDHCA's educational standards, it is reasonable to believe that these kinds of transformations do not happen overnight and require an abundance of support and resources. In order to avoid derailing campus momentum via a school closure, TEA has decided to step in to lead the Houston Independent School District. This takeover is meant to fill in gaps where district leadership needs additional assistance and to provide more organizational structure that will more effectively steer the turnaround of several campuses including Wheatley High School.

To make matters more complicated during this transition period, the COVID-19 pandemic has removed students from the classroom and into a distance learning environment. Due to tremendous strain that moving to online learning has created for school districts across Texas, it is our understanding that TEA is delaying its takeover of HISD until this Fall and will not release Accountability Ratings for the 2019-2020 school year.

These extreme circumstances place TDHCA in a unique position. The Department's educational standards have been vital in ensuring that children that are most in need have access to exceptional schools. However, while the pandemic is disrupting students' learning, it is also negatively impacting employment, family incomes, and housing stability. TDHCA has the sole ability to ensure that households can secure affordable housing in the State through the generous allocation of Housing Tax Credits. This is especially critical for the residents of Clayton Homes, who would ideally want to find new affordable housing within the same attendance zones that their children are currently in, so as not to add further instability to their educational opportunities in these uncertain times. The transmission of COVID-19 will not continue indefinitely, but its impact will be sustained, particularly in low- to moderate-income households. TDHCA's approval of EaDo 800 can help lessen that blow for the residents of Clayton Homes by ensuring a continuity of affordable housing options and educational opportunities in the community that they already call home.

Incomes and Market

Just under half of all households in the census tract have incomes that are equal or greater than the median household income for both Harris County and the Houston-The Woodlands-Sugar Land, TX MSA. This is due

in part to the rapid rise in median income, which has increased by 87% just in the past 5 years. Median income in the census tract is on track to double in a year if the current rate of increase continues.

	2014	2015	2016	2017	2018
Median Household Income in Census Tract 3101*	\$35,481	\$37,102	\$44,141	\$52,145	\$66,221

*US Census Bureau American Community Survey 5-Year Estimates

Though incomes in the census tract have been on the rise, they aren't keeping up with the steep climb in cost of living spurred by rapid development and gentrification in the neighborhood. The census tract containing EaDo 800 is ranked 402nd out of over 5200 census tracts in terms of rent burden, which is renters who earn 80% AMFI or less and who devote more than 30% of their household income to rental housing costs. The brand-new townhomes coming online in the neighborhood have escalated the problem further by causing market rate rents to skyrocket.

For example, the townhomes that were recently built just across the street from the proposed Development Site offer three-bedroom units at a monthly rate of \$2,950 – a renter would need to earn a salary of at least \$118,000 to not be cost burdened while renting these particular townhomes. High rental costs like these, in addition to low vacancy rates (>3%), indicate that finding an opportunity to lease a unit that won't undermine the average household's economic stability is highly unlikely. Increasing affordable rental housing stock in the census tract would help lessen some of the burden associated with high rental costs in this quickly transforming area.

Access to existing LIHTC rental housing is similarly very difficult. There are only 1600 existing LIHTC units in the Primary Market Area ("PMA"), which contains over 31,000 households. This means that only five percent of households in the PMA would have the option of moving into affordable housing if all of these LIHTC units were vacant. Based on the degree of rent burden highlighted above, this quantity of LIHTC units is insufficient for the PMA and many more affordable units would need to come online in order to meet demand. In the event that the units at Clayton Homes were either relocated outside of the PMA or the 296 units simply disappeared without being replaced, this figure would drop down to only four percent of households in the PMA having an affordable housing option.

Summary

It is critical that TDHCA uses its unique position to promote developments that have the collaborative support needed to ride out the ongoing COVID-19 pandemic. We respectfully request that the Department approve this request for a waiver of eligibility in light of these circumstances and due to the demonstrated mitigation that is already underway at Wheatley High School. Under the joint leadership of the Houston Housing Authority and the NRP Group, and with the support of TxDOT, TEA, the Houston Independent School District, the City of Houston, dozens of community partners, and TDHCA, EaDo 800 will be a safe and stable home for the residents of Clayton Homes and for the greater community.

Thank you for reviewing this report and for your consideration. Please let me know should you have any questions or concerns at anjelica@structuretexas.com.

Sincerely,



Anjelica Rivas, Consultant to the Project

A RESOLUTION EXPRESSING NO OBJECTION TO AN APPLICATION FOR NON-COMPETITIVE 4% FEDERAL TAX CREDITS FOR THE DEVELOPMENT OF EADO 800 LOFTS, AN AFFORDABLE HOUSING COMMUNITY TO BE LOCATED NEAR 800 MIDDLE STREET IN THE CITY OF HOUSTON, TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that EADO 800 Ltd. (the "Applicant") has proposed to develop and construct EADO 800 Lofts (the "Proposed Project") to be an affordable housing community with approximately 400 units to be located near 800 Middle Street in the City of Houston, Texas; and

WHEREAS, the City Council finds that the Proposed Project is expected to be financed in part by a private activity bond program sponsored by the Houston Housing Authority; and

WHEREAS, the City Council finds that the Applicant has advised that it intends to submit, directly or through an affiliate, an application to the Texas Department of Housing and Community Affairs for non-competitive 4% 2021 and/or 2022 Housing Tax Credits for the Proposed Project (the "Application"); and

WHEREAS, in accordance with the requirements of Texas Government Code §2306.67071 and 10 Texas Administrative Code §11.204(4), the City Council finds that:

1. The Applicant has provided the City Council, as the governing body of the City of Houston (the "Governing Body"), notice of its intent to file the Application in accordance with Texas Government Code §2306.67071(a); and
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Proposed Project; and
3. The Governing Body has held a hearing at which public comment could be made on the Proposed Project in accordance with Texas Government Code §2306.67071(b); and

WHEREAS, after due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby expresses that it has no objection to the Proposed Project, the development and new construction of the Proposed Project, the Application, or the proposed allocation of Housing Tax Credits for the Proposed Project.

Section 3. That, for and on behalf of the City Council, the City Secretary is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

Section 4. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.


PASSED AND ADOPTED this 7th day of April, 2021.



Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is _____.

City Secretary

DocuSigned by: 
(Prepared by Legal Dept. Kene Chinweze)

Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)

City of Houston, Texas, Resolution No. 2021- 13

A RESOLUTION ALLOWING CONSTRUCTION OF 800 MIDDLE, AN AFFORDABLE RENTAL HOUSING PROPERTY LOCATED AT 800 MIDDLE STREET IN THE CITY OF HOUSTON, TEXAS, THAT WILL BE LOCATED WITHIN ONE MILE OF A SIMILAR PROPERTY RECEIVING TAX CREDITS AND BUILT IN THE LAST THREE YEARS, AND AUTHORIZING THE ALLOCATION OF TAX CREDITS TO SUCH DEVELOPMENT; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that EADO 800 Ltd. (the "Applicant") has proposed a development for affordable rental housing named 800 Middle (the "Project"), to be located at 800 Middle Street, in the City of Houston, Texas; and

WHEREAS, the City Council finds that the Applicant has advised that it intends to submit an application (the "Application") to the Texas Department of Housing and Community Affairs for 2021 and/or 2022 Housing Tax Credits or private activity bonds for the Project; and

WHEREAS, the City Council finds and, as provided in 10 Texas Administrative Code § 11.3(d), acknowledges that the proposed New Construction or Adaptive Reuse Project, as defined by 10 Texas Administrative Code § 11.1(d), is located one linear mile or less from a development that serves the same type of household as the Project and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction since, for Tax-Exempt Bond Developments, the three-year period preceding the date of the issuance of the notice given by the Texas Bond Review Board to an issuer reserving a specific amount of the private activity bond state ceiling for a specific development; and

WHEREAS, the City Council, as the governing body of the City, supports the Project and the submittal of the Application related thereto; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby (i) confirms that it supports the Project and the submittal of the Application related thereto, (ii) acknowledges that the proposed Project is located one linear mile or less from a development that serves the same type of household as the Project and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction since, for Tax-Exempt Bond Developments,

the three-year period preceding the date the Certificate of Reservation is issued, (iii) allows the construction of the Project, and (iv) authorizes an allocation of Housing Tax Credits to the Project.

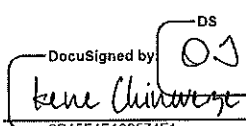
Section 3. That, for and on behalf of the City Council, the City Secretary is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

Section 4. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

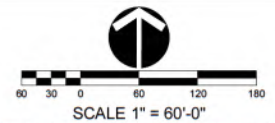
PASSED AND ADOPTED this 14th day of April, 2021.


Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is _____.

(Prepared by Legal Dept.  _____)
Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)



THESE CALCULATIONS, NOTES, AND ASSUMPTIONS ARE FOR INTERNAL USE ONLY AND ARE NOT TO BE REPLICATED ON ANY FORMAL OR INFORMAL MUNICIPAL SUBMITTALS.

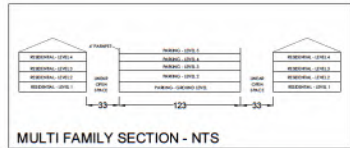
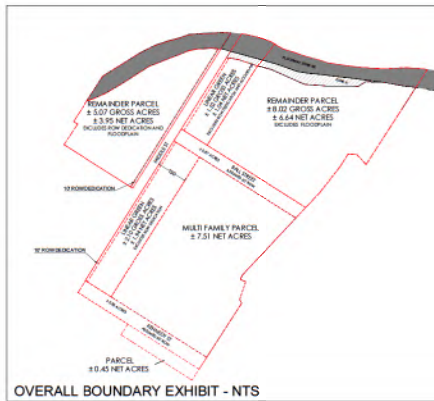
SITE CALCULATIONS		
TOTAL UNITS (+/-)		PROVIDED
3 BEDROOM	30	400
2 BEDROOM	180	300
3 BEDROOM	330	300
4 BEDROOM	54	140
AVERAGE UNIT SIZE		3000
NET ACREAGE		7.53
NET DENSITY		53.3 DU/AC
HEIGHT		4 STORIES

CITY PARKING CALCULATIONS				
PARKING REQUIRED				
CATEGORY	UNITS	RATIOS	SPACES	SPACE/DU
1 BEDROOM	30	1.0	30	1.00
2 BEDROOM	180	1.5	270	1.50
3 BEDROOM	330	1.5	495	1.50
4 BEDROOM	54	2.0	108	2.00
REDUCTION FOR BIKE PARKING			-108	
MAX 10% REDUCTION			-72	
TOTALS	600		652	1.08

PARKING PROVIDED					
CATEGORY	ACCESSIBLE	STANDARD	TOTALS	SPACE/DU	SPACE/REQ
RESIDENTIAL STANDARD	14	32	46		
4 LEVEL GARAGE	18	520	538		
COMPACT		42	42		
PARALLEL		35	35		
LEAVE PARALLEL		17	17		
TOTALS	32	546	683	1.13	0.87

- NOTES:**
- THIS PLAN IS FOR MASSING PURPOSES ONLY. A MORE DETAILED PLAN WILL BE REQUIRED TO CONFIRM PROJECTED YIELD.
 - THE BUILDINGS WERE PROVIDED BY THE PROJECT ARCHITECT ON 4-17-2020.
 - THE BOUNDARY IS AN ALTA SURVEY PROVIDED BY THE CLIENT IN CAD. INTERNAL BOUNDARIES FOR EACH TRACT WERE DETERMINED BY THE CLIENT. ALL ACRESAGES EXCLUDE THE 10' ROW DEDICATION FOR MIDDLE STREET AS WELL AS THE PROPOSED 60' ROWS FOR KENNEDY AND BALL STREETS.
 - A FIELD RUN TOPOGRAPHIC SURVEY IS NOT AVAILABLE AT THIS TIME. ADJUSTMENTS TO THE LAYOUT DUE TO GRADING CONCERNS MAY BE REQUIRED ONCE A TOPOGRAPHIC SURVEY HAS BEEN PROVIDED. TOPOGRAPHY WAS TAKEN FROM HOUSTONS ONLINE GIS DATABASE.
 - THE RESIDENTIAL BUILDINGS ARE 4-STORY.
 - COMPACT PARKING DIMENSIONS ARE 7.5' X 17' FOR 90 DEGREE PARKING ACCORDING TO THE CITY OF HOUSTON PUBLIC WORKS AND ENGINEERING. A MAXIMUM OF 35% OF THE PARKING SPACES MAY BE DESIGNED AND RESERVED FOR COMPACT CARS.

- ASSUMPTIONS:**
- IF STORMWATER MANAGEMENT IS REQUIRED IT CAN BE LOCATED UNDER THE GARAGE.
 - THIS SITE IS LOCATED IN HOUSTON, TEXAS.
 - THIS PROJECT IS SUBJECT TO THE 2012 INTERNATIONAL BUILDING CODE AND FIRE CODE. THE MAXIMUM HOSE REACH IS ASSUMED TO BE A TOTAL OF 600 LF (300 LF PER HOSE).
 - THE C.O.H. STANDARD PARKING DIMENSIONS ARE 9'X19' WITH A 2'4" AISLE. THIS PLAN ASSUMES 9'X18' SPACES ARE ADEQUATE DUE TO THE PROVIDED 20' AISLES. THE SURFACE DRIVE AISLES ARE REQUIRED TO BE 20' AS PER THE MULTI-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS (ARTICLE III.6.4.2-21).
 - THIS PLAN ASSUMES THE PROPOSED DEVELOPMENT IS OF ADEQUATE DISTANCE FROM THE EXISTING RADIO TOWER LOCATED ON THE LOT IMMEDIATELY SOUTH OF THE SITE.
 - THIS PLAN ASSUMES ALL EXISTING POWER LINES, POWER POLES AND EASEMENTS ON SITE WILL BE REMOVED/RELOCATED.
 - A BROWNFIELD LOCATION IS LOCATED NORTHEAST OF THE SITE. THIS PLAN ASSUMES THE LOCATION OF THE PROPOSED DEVELOPMENT WILL BE ALLOWED AS SHOWN.
 - THE PROPOSED CUL-DE-SAC, PROPERTY LINES, AND TRACT AREAS ARE ASSUMED TO BE PERMITTED AS SHOWN.



LEE AND ASSOCIATES
8888 RANCH ROAD 3222
BUILDING L, SUITE 290
AUSTIN, TX 78759
(512) 454-8477
www.leeandassociates.com

the NRP group

DATE: 4/21/2021	PROJ. NO.: 2314	FILE NAME: 2313 BASE 13
		XREF: XREF

EADO - 800 MIDDLE ST
HOUSTON, TEXAS
CONCEPTUAL SITE PLAN

THIS DRAWING IS NOT FOR REGULATORY APPROVAL OR CONSTRUCTION

CSP-1



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive ■ Houston, Texas 77057 ■ 713.260.0500 P ■ 713.260.0547 TTY ■ www.housingforhouston.com

Memo

From: Jonathan Zimmerman, Policy Advisor / Houston Housing Authority
To: US Department of Housing and Urban Development
Date: March 9, 2020
Re: Site and Neighborhood Standards Review for the 800 EaDo Development

This document provides a summary of the Houston Housing Authority's (HHA) site and neighborhood assessment for acquisition of land and new construction of a multifamily residential development named 800 EaDo, which is located on a 27-acre site at 800 Middle Street, Houston, TX 77003 in census tract 3101.00 ("the Development"). The Development will be a public-private partnership with the Houston Housing Authority and the NRP Group.

The Development will be an affordable, mixed-income new construction development to be built in two phases in an area that is undergoing significant revitalization. Phase 1 will have 400 residential units, including 325 units that will serve households with incomes less than 60% of the Area Median Income (AMI) and 75 units to be assisted with Section 8 Project-Based Vouchers (PBVs) provided by HHA that will target households with incomes at or below 30% of AMI. Phase 1 will be situated on approximately 9.83 acres of the site. —The second Phase, to be situated on the remaining portions of the sites, is in the early planning stage and is projected to involve an additional 200-400 affordable, mixed-income rentals. An admissions preference will be established in the Development for relocated residents of Clayton Homes.

The Development will dramatically improve both housing quality and affordability options for low-income persons in the area. The surrounding and adjacent neighborhoods, including census tracts 3101.00 and 2114.00 respectively, are currently experiencing a resurgence, with major new public and private investments including planned new market rate housing and many other amenities. As such, development of this site presents an opportunity for HHA to ensure the long-term affordability of high quality rental units that will help replace units lost to disposition at HHA's Clayton Homes public housing development in an area that is experiencing significant revitalization and is on the verge of gentrification.

To move forward with purchase of the land and the first phase of development activity, HHA will, under separate cover, request that the US Department of Housing and Urban Development (HUD) approve HHA's use of proceeds from the Section 18 disposition of 112 units at Clayton Homes public housing development that was approved by HUD on December 11, 2019.

As part of the request for release of proceeds and for purposes of PBV program eligibility, HHA has reviewed the applicable HUD Site and Neighborhood Standards at 24 CFR 983.57 and, as summarized below, has made a determination that the site and acquisition activities meet all applicable program requirements including that the development affirmatively furthers fair housing.

§983.57 Site Selection Standards

As noted, the approximately 27-acre site is proposed for new construction, and will have Project Based Voucher assistance attached to 75 units. As such, the HUD PBV site selection standards at §983.57 (b)(c)(e) apply. The narrative below explains how the site complies with HUD's regulations.

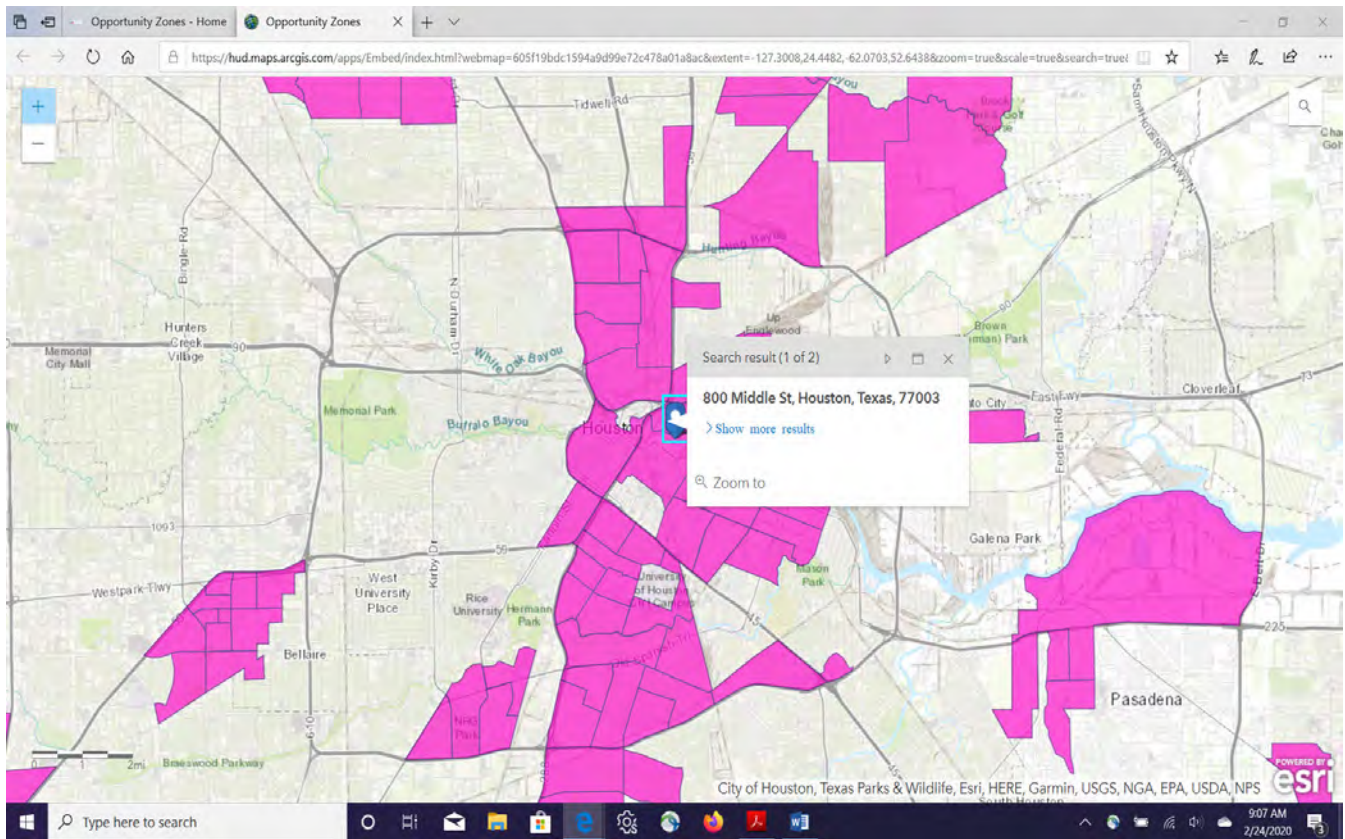
Paragraph 983.57 (b) states, "Compliance with PBV goals, civil rights requirements, and HQS. The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP contract for units on the site, unless the PHA has determined that:

1) Project-based assistance housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR part 903 and the PHA Administrative Plan. In developing the standards to apply in determining whether a proposed PBV development will be selected, a PHA must consider the following:

- (i) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community."
- (ii) Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.

The project is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The proposed Development is located in the same census tract as Clayton Homes, an HHA-owned, 296-unit development that is slated for disposition and demolition. A Section 18 disposition involving 112 units at Clayton Homes was approved by HUD in December 2019. HHA plans to submit a second phase Section 18 disposition application for the remaining units at Clayton Homes in the near future.

As further described below, the area in and around the proposed Development is undergoing a high level of revitalization, with substantial new housing units and amenities planned and underway. The proposed property is also located within a tax increment reinvestment zone (TIRZ), qualified census tract, and the City of Houston Complete Communities. The Census Tract in which the proposed PBV development will be located is in an Opportunity Zone.



https://hud.maps.arcgis.com/apps/Embed/index.html?webmap=605f19bdc1594a9d99e72c478a01a8ac&extent=-127.3008,24.4482,-62.0703,52.6438&zoom=true&scale=true&search=true&searchextent=true&disable_scroll=true&theme=light

Paragraph 983.57 (b)(1)(iii) states, “Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization.”

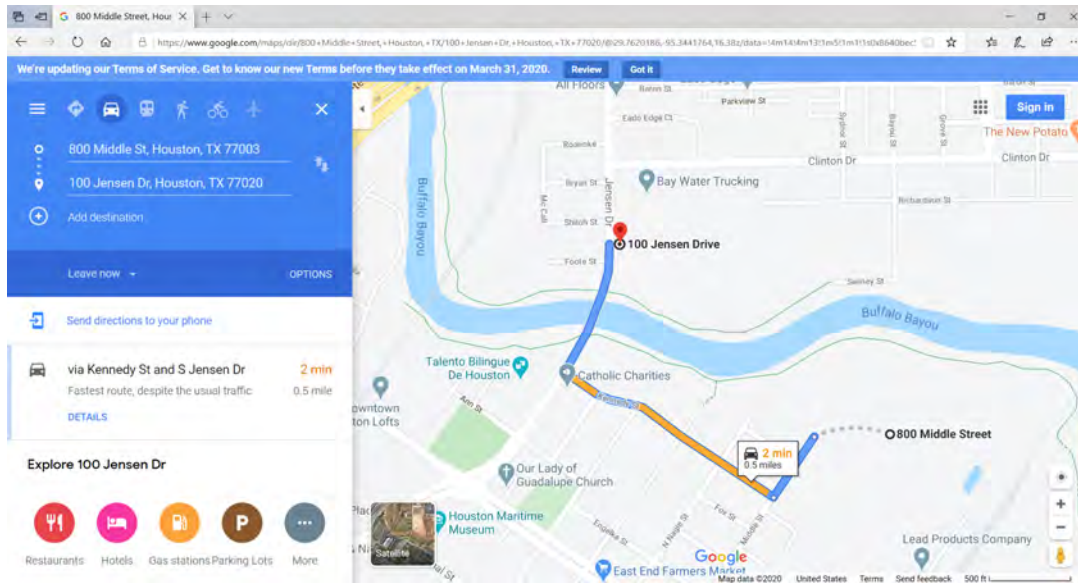
The census tract of the proposed Development along with the surrounding area are undergoing significant revitalization. The proposed 800 EaDo Development will be built in the burgeoning EaDo neighborhood of Houston, Texas. The site’s census tract and neighboring census tracts are currently experiencing a resurgence, with major new public and private investments including planned new market rate housing and many other amenities. As such, development of the site presents an opportunity for HHA to ensure the long-term affordability of high quality rental units that will help replace units lost to disposition at HHA’s Clayton Homes public housing development in an area that is experiencing significant revitalization and is on the verge of gentrification.

This new community will benefit the Houston area by providing a new, affordable, opportunity for quality housing for Houston residents and those affected by the flooding. Its close proximity to commercial corridors, major employment centers, shopping, restaurants, retail centers, and medical facilities and the METRO Bus Lines / light rail will ensure its occupancy rate and further boost economic growth.

As part of the redevelopment of the area, EaDo has seen increasingly high pricing and demand for housing as more residents move to Houston annually. Due to its adjacency to Downtown Houston’s CBD, EaDo is a logical future geographic area to see increased redevelopment activity. There are significant public and private investments in the neighborhood which provide easy access to services and facilities via Gulf Freeway, the Buffalo Bayou Hike & Bike Trail or a Light Rail Stop. The site

also has access to a broad range of services and facilities due to its proximity to Downtown Houston and the Texas Medical Center.

The proposed Development site is only 0.5 miles from The Standard at East River (100 Jensen Dr, Houston, TX 77020) in Census Tract 2114.00, which is another public-private partnership involving HHA that will create 600 mixed-income units, of which 49% will be market rate. The majority of the remaining units would be reserved for households making 80 percent of Houston’s median income of \$42,750 for an individual and \$61,050 for a four-person household. Only 75 units would be for households who qualify for the Housing Choice Voucher Program.



Developers have purchased the area’s largest industrial sites nearby the proposed Development. Midway, developer of CityCentre in west Houston, recently began preparing the 150-acre site where the Brown & Root industrial complex once stood on the northern banks of Buffalo Bayou for what will become a high-end mixed-use development.

Current demographic statistics do not reflect the rapid gentrification and change of incomes that is happening in the area. As described below, major new market rate housing developments are funded and moving forward, a process that will substantially increase the income mix and reduce overall poverty rate in this census tract and the surrounding area. In light of the rapidly transitioning neighborhood and market forces that are moving towards gentrification, HHA believes that this Development will contribute to long-term affordability.

The census tract is undergoing significant revitalization that will transform the area over the coming years. The Development will help ensure that the neighborhood remains affordable for current residents – many of whom are being displaced due to gentrification.

East Downtown (“EaDo”) is a dynamic neighborhood with a rich, cultural history and a vibrant arts community that is bustling with new commercial and residential development. Over the last five years, developers have been transforming EaDo into a pedestrian-friendly neighborhood with various entertainment options, retail, hospitality and flexible office.

Conveniently located next to Houston’s urban core, and at the intersection of culturally rich and historic communities, EaDo is conveniently located to access the world-renowned Texas Medical Center, Port of Houston, and University of Houston, as well as popular neighborhoods in The Heights, Midtown and Neartown.

EaDo’s natural beauty, amenities, unique dining options, and walkability combine to create a community that will rival anywhere in Houston. As more residential and commercial developments are completed, EaDo will be a destination where people will choose to live for reasons beyond its proximity to downtown.

EaDo is quickly becoming one of the hottest infill submarkets in Houston due to the following revitalization catalysts, all of which are adjacent to or nearby the proposed Development site:

- East River: Phase I of the 150-acre, multi-phase, mixed-use development recently broke ground
- Buffalo Bayou Trail: Continuing a legacy of transformative and award-winning green spaces, Buffalo Bayou Partnership (BBP) recently unveiled its Master Plan for the waterway’s East Sector
- CBD: Over the past two decades, more than **\$9 billion in public and private investments** have been made, and another 31 projects are underway or planned



Renderings of 800 EADO



Tenant amenities will include a community center with full size kitchen, leasing center, business center with WiFi, computers, printers, a fitness center, full size washer/dryer connection, spacious living areas and walk-in closets, Energy Star rated appliances, laundry facilities, mail kiosks, playground, picnic areas and swimming pool. A perimeter fence will adorn the property. There will be ample parking and access gate entry. Resident Services such as the NRP Group's HOMEWORK First program, health and wellness fairs, financial literacy, notary services, arts & crafts will also be provided to tenants at no additional cost.



Affordability of the Property is proportionately distributed, see table below.

	1 BR 650 SF	2 BR 950 SF	3 BR 1100 SF	4 BR 1415 SF	Total	
30% PBV	6	32	28	9	75	19%
60% AMI	22	140	122	41	325	81%
Total	28	172	150	50	400	
	7%	43%	38%	13%		

Paragraph 983.57 (b)(1)(iv) states, “Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement.”

As previously stated, the proposed property is located within a tax increment reinvestment zone (TIRZ), qualified census tract, and the City of Houston Complete Communities. The Development lies within a census tract that was designated by the federal government as a Qualified Opportunity Zone (“QOZ”), which enables developers to benefit from federal tax breaks.

The City of Houston has established several Tax Increment Reinvestment Zones (TIRZ) in areas identified by the City as requiring concerted revitalization efforts. These zones help finance costs of redevelopment and promote growth in areas that would otherwise not attract sufficient market development in a timely manner. The Development site lies within TIRZ #23 (a.k.a. Harrisburg). TIRZ 23 has estimated a total project cost of \$128,908,488 to provide improvements and services needed to support the repositioning and revitalization of the East End for 30 years.

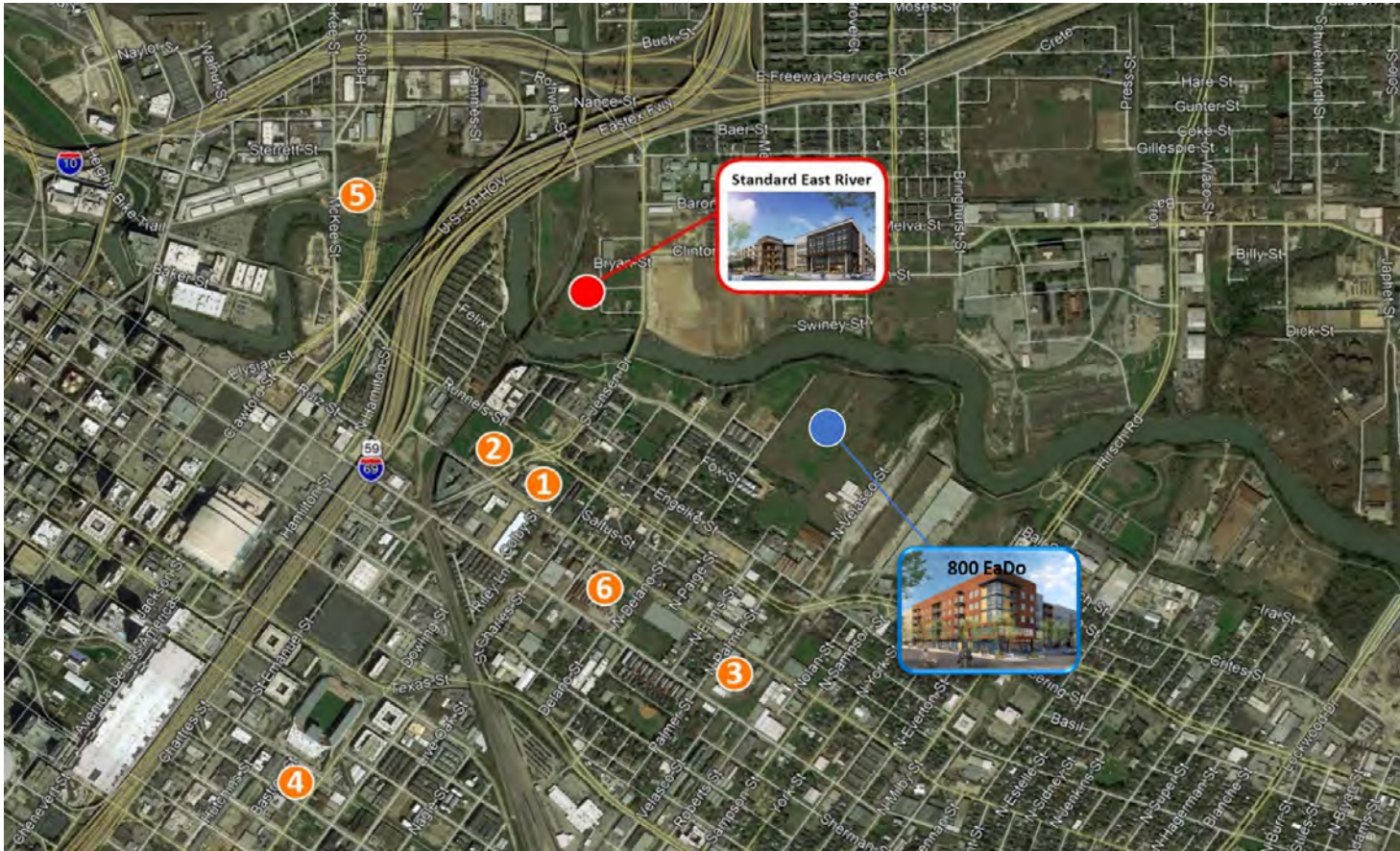
Located in the City of Houston’s Second Ward Complete Community, the Second Ward Action Plan has 23 goals and 70 projects, organized into eight focus areas. The highest priority focus areas are education, housing, safety, mobility and infrastructure. Additional focus areas include economy and jobs, health, neighborhood character, and parks and community amenities. Although, the city’s current capital improvement plan does not include Complete Communities funding, future plans may include money for the initiative.

The Development site is also located adjacent to the boundary of the Second Ward neighborhood, which is classified by the City of Houston as a Complete Community Neighborhood. The proposed development aligns with the City of Houston’s objective to provide quality housing, services, and amenities to the residents and business owners of the Second Ward.

Paragraph 983.57 (b)(1)(v) states, “Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area.”

There is a high level of planned market rate housing development in the area nearby this census tract that will have a significant impact on reducing the poverty rate. The chart below highlights substantial new, primarily market rate housing development planned or underway which will bring in higher-income households. In addition to the high-end, for-sale product, and as a result of (i) the area’s rapidly building momentum, and (ii) Midway’s announcement of its East River master development plan (discussed below), land prices in EaDo have increased 2-3 times over the past year, and commercial developers have flocked to develop additional high-end, for-rent housing. Only one of the developments below (#5) contemplates inclusion of affordable housing. Below is a map and table highlighting recent multifamily development activity.

Map ID	Address	Buyer	Acres	Status	Notes
1	2404 Navigation Blvd	Marquette	3.88	Closed (Aug-19)	Broke ground on 300 units
2	2219 Canal St	Triten	6.24	Closed (Dec-19)	Mixed-use development
3	3100 Canal St	Undisclosed	3.98	Under Contract	
4	2301 McKinney St	Alliance	2.50	Under Contract	Equity has been raised
5	626 McKee St	Gulf Coast Housing	2.10	Under Contract	120-unit development
6	2611 Commerce St	Multiple Offers	12.00	For Sale	
Average			5.12		
<hr/>					
*	Subject Property	HHA	10.59	Under Contract	



The news article detailed in **Exhibit A** profiles Marquette’s recently commenced development (#1 above).

New For-Sale Townhome Development

Historically a heavily minority neighborhood with housing options at relatively affordable prices, the East End has seen rapid growth of townhome development over the past five years. These new homes start at \$300,000 and some sell for as much as \$800,000. With a median household income of only \$31,156 in the immediate area, longtime residents can’t afford these new homes. Furthermore, with escalating land prices that are often greater than the home’s value, developers are knocking down homes and building new, expensive projects.



Buffalo Bayou Park Master Plan

From spearheading capital projects such as the 160-acre Buffalo Bayou Park to constructing hike and bike trails, operating comprehensive clean-up and maintenance programs and offering thoughtful programming, Buffalo Bayou Partnership (“BBP”) is reclaiming Houston’s unique waterfront. Over the past decade, BBP has focused its efforts towards revitalizing the bayou’s east sector. Through a planning effort, made possible by an initial \$500,000 grant from Houston Endowment, the organization recently unveiled its new comprehensive plan for the east sector, which spans from U.S. 59 to the Port of Houston Turning Basin.

Far more complex than the Partnership’s development of Buffalo Bayou Park west of downtown, the Buffalo Bayou East plan is woven between public land and infrastructure, privately-owned parcels and active industry, including a major steel recycling facility. It bulges out in some places, looks like just a sliver of trails in others, and stretches into neighborhoods a few blocks away from the bayou.

As with Buffalo Bayou Park, a strong public-private partnership with the City of Houston and Harris County, and a wide range of funding from foundations, corporations and individuals will be necessary to move BBP’s east sector enhancement program forward. During the past 15 years, BBP has invested or leveraged more than \$144 million to compile a 70-acre patchwork of public spaces along the eastern waterfront.

The comprehensive plan will feature the following at full build-out:

- 40 miles of new and improved waterfront trails and bikeways
- 200 acres of parks and unique public spaces
- Seven new boat landings and seven new pedestrian bridges.

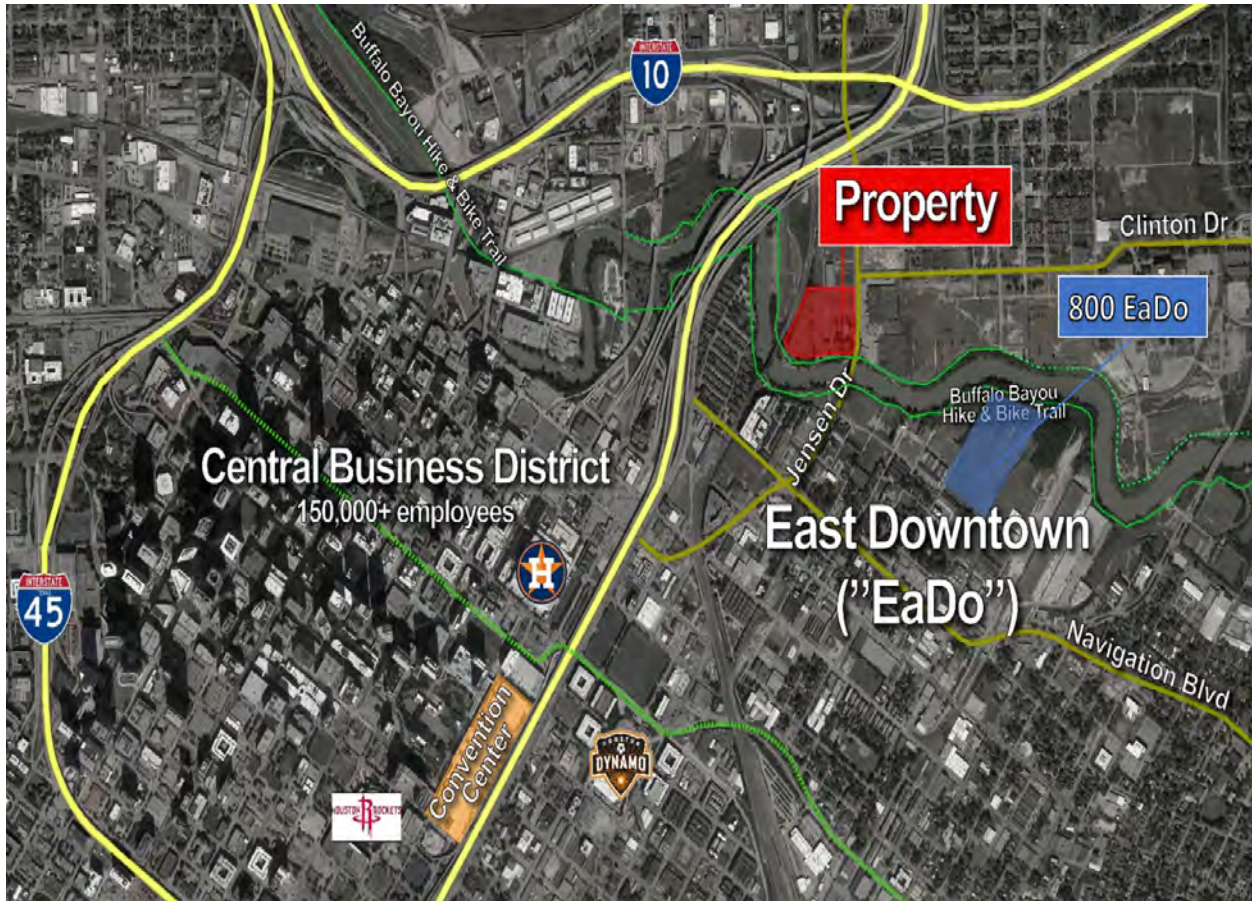


Downtown Houston

The Development has a desirable location next to Downtown Houston, one of the nation’s largest central business districts (CBDs), a global center of commerce, the metropolitan area’s cultural and entertainment epicenter, and an incomparable driver of demand for housing. Downtown Houston has the largest concentration of employment in the metropolitan area and commands the city’s highest office rents. These employment opportunities will be readily accessible to residents of the new Development.

50 MILLION SF	150,000	3,000	9
Office Space	Employees	Companies	Fortune 500 HQs
22	16,000	13,000	15
Hotels	Students	Theater Seats	Parks
56	300	3	23 Miles
Bars and Clubs	Retailers & Restaurants	Professional Sports Teams	Light Rail

Since 2000, more than \$9 billion of public and private investment has transformed Downtown Houston from a 9-to-5 job center into a true Live, Work, Play environment. The majority of the recent new development was spurred by the success of Discovery Green and the METRO Rail Red Line. 17 new projects were completed last year, delivering 1,555 residential units, 1,680 hotel rooms, 1.5 million square feet of office space, and 26 new restaurants. Another 31 projects are underway or planned, creating another 3,259 residential units and condominiums, 665 hotel rooms, 4.45 million square feet of new office space, and over 15 restaurants.



Paragraph 983.57 (b)(1)(vi) states, “If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate.”

The poverty rate has significantly declined over the past five years. According to the 2018 American Community Survey (ACS) 5-Year Estimate, the census tract where the proposed Development will be located has a poverty rate of 35.5%. As shown in the following chart, the poverty rate has decreased significantly since 2014 when it was 43.2 percent.

Data Source	% below Poverty Line (All Families)
2018 ACS 5-Year Estimate	35.5%
2017 ACS 5-Year Estimate	33.9%
2016 ACS 5-Year Estimate	43.0%
2015 ACS 5-Year Estimate	47.3%
2014 ACS 5-Year Estimate	43.2%

As previously noted, the area within a one-mile radius of the site has dramatically higher average income levels. Also, new for-sale, market-rate homes and Class A for-rent apartment units are being constructed to the east and north of the site, which will have a positive effect on reducing poverty rates in the area. The investment currently taking place in the East End and in the near future will significantly and positively impact the rate of poverty in the area.

Paragraph 983.57 (b)(1)(vii) states, “Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.”

There are substantial, meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV Development will be located. The Development site is located less than two miles from downtown and financial districts of Houston, home to nine Fortune 500 Companies and is a workplace of over 150,000 employees. Over 100,000 people commute through Downtown daily. The property is also located 0.6 miles from a bus stop and 1.3 miles from a light rail station, providing a low cost and convenient alternative for residents to reach employment centers, schools, medical facilities, entertainment, recreation, and retail centers. Among colleges and universities available to residents of the Development include but are not limited to: Texas Southern University, Houston Community College – Stafford Campus, University of St. Thomas, University of Houston, and University of Houston Downtown.

Paragraph 983.57(2) states, “The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d– 2000d(4)) and HUD’s implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601–3629); and HUD’s implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959–1963 Comp., p. 652) and HUD’s implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).”

The Houston Housing Authority has adopted a “Fair Housing” provision in all housing delivery programs in compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Executive Order 11063 and implementation of HUD regulations. The HHA has adopted a Fair Housing policy at the local level that prohibits:

- Discrimination in the sale or rental of housing;
- Discrimination in financing of housing;
- Discrimination in the provision of brokerage services, and
- Discrimination in the publishing of housing information

An Affirmative Marketing Plan is already in place to ensure that housing opportunities at the site are made known to potential residents of all ethnic groups.

Section 504 Accessibility requirements: The project is being evaluated for compliance with all applicable legal requirements concerning disability access, including Section 504, and deficiencies will be remediated in the rehabilitation of the housing development.

Paragraph 983.57 (3) states, “The site meets the HQS site standards at 24 CFR 982.401(l).”

The site meets the HQS standards at 982.401(l), and is reasonably free from noises, reverberations and other dangers to the health, safety and general welfare of occupants. Upon completion of construction of the Development, all PBV units will be inspected for HQS and will be required to comply with HQS before and during occupancy.

Paragraph 983.57 (3)(c) states, “PHA PBV site selection policy.”

- (1) The PHA administrative plan must establish the PHA’s policy for selection of PBV sites in accordance with this section.
- (2) The site selection policy must explain how the PHA’s site selection procedures promote the PBV goals.
- (3) The PHA must select PBV sites in accordance with the PHA’s site selection policy in the PHA administrative plan.

Before selecting this proposal, HHA determined that the PBV proposal complies with HHA's Section 8 Administrative Plan (<http://www.housingforhouston.com/media/57209/hha%20fy%202020%20hcvp%20admin%20plan.pdf>) and HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57].

Owner Proposal Selection [24 CFR 983.51(b)]

Site and Neighborhood Standards Applicable to All Housing Types [983.57(e)]

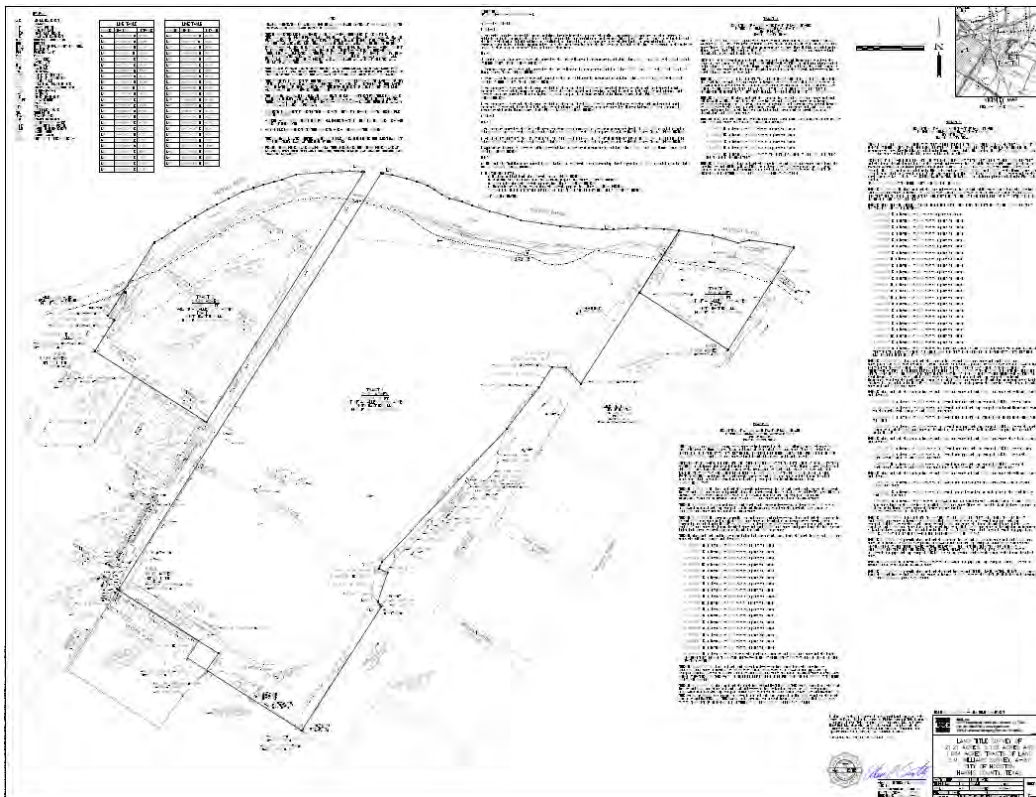
HHA may select a proposal for PBV assistance for existing, newly constructed or rehabilitated housing if it is consistent with the following:

1. The housing site must be located in HHA’s jurisdiction and be consistent with the deconcentration goals already established in HHA’s PHA Plan and with civil rights laws and regulations, including HUD’s rules on accessibility;
2. HHA will evaluate each proposal based on whether the site is in an Enterprise Zone, Economic Community or Renewal Community (EZ/EC/RC);
3. Whether the concentration of assisted units will or has decreased as a result of public housing demolition;
4. Whether the census tract is undergoing significant revitalization;
5. Whether government funding has been invested in the area;
6. Whether new market rate units are being developed in the area which are likely to positively impact the poverty rate in the area;
7. If the poverty rate in the area is greater than 20% whether in the past five years there has been an overall decline in the poverty rate, and
8. Whether there are meaningful opportunities for educational and economic advancement in the area.
9. The site must be suitable from the standpoint of facilitating and further compliance with the applicable provisions of the Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063 and HUD’s implementing regulations for the foregoing.
10. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).
11. The site must meet the HQS site standards at 24 CFR 982.401(l).

Paragraph (3)(d) states, “New construction site and neighborhood standards. A site for newly constructed housing must meet the following site and neighborhood standards: (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 Development site is situated on a 27-acre, rectangular-shaped tract of land. The topography of the site is generally level. No detrimental easements that would substantially deter development are known to exist. There is existing public right-of-way owned by the City of Houston; the City is in the process of abandoning this ROW. The 500 year flood plain barely touches a small section of the northern part of the Property, and is free from special hazards. The site will be developed in a manner that is appropriate to accommodate the number and type of units proposed and will meet the City of Houston's Minimum Property Standards as well as City code, and will be subject to meeting all HUD land use and environmental requirements. The site's physical characteristics including location, size, shape and availability of utilities make it appropriate for residential uses to be physically possible. The site will be cleared, backfilled to required elevation, compacted and graded. Water, storm water sewer, sanitary sewer, electricity and fire hydrant services are available on the Site. Additional concrete paved streets will be provided to serve a finalized site layout.





Total acreage for this phase (“Tract A”) is 9.83 acres, leaving 11.1 gross (9.4 net acres) “Tract B”, as well as 5.08 gross, 4.12 net acres on “Tract C.”

Paragraph (e)(2) states, “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.”

Paragraph (e)(3) states, “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

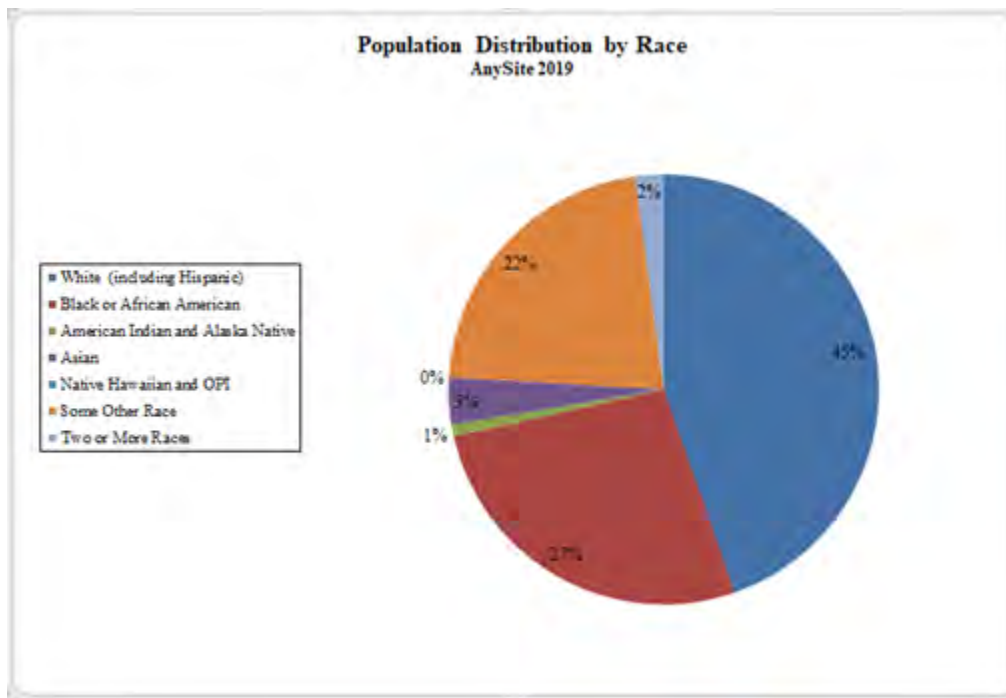
(ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market area (see paragraph (e) (3)(vi) of this section for further guidance on this criterion)...

Paragraph (e)(3)(vi) states, (vi) Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.”

The Development is in an area of minority concentration, although the relative percentage concentration is declining. Further, the neighborhood is experiencing significant private investment that is dramatically changing the economic character of the area. The project will be developed with an affirmative Fair Housing Marketing Plan in place that will ensure it is a racially and ethnically diverse.

EADO 800 (800 Middle St. Houston, TX 70003) Census Tract 3101.00

POVERTY CONCENTRATION			RACIAL/ETHNIC INTEGRATION					
	Family	People		Tract	Houston		Tract	Houston
Tract	35.5	42.1%	NH White	24.4%	25.1%	NH Asian	3.98%	6.6%
Houston	18.8%	21.9%	NH Black	24.3%	22.7%	Hispanic	44.5%	44.3%
MINORITY CONCENTRATION							75.6%	73.3%



<https://censusreporter.org/profiles/14000US48201310100-census-tract-3101-harris-tx/>

In addition, market forces, planned investments and gentrification are expected to continue to increase neighborhood diversity, while further reducing minority concentration. The site is in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area. The Development is necessary to meet overriding housing needs that cannot be met in that housing market area because private investment is and will continue to improve the economic character of the area. The rapid revitalization and gentrification of this neighborhood is happening in real time, yet the data to illustrate these related outcomes has not caught up. HHA wants to ensure affordability in a neighborhood that soon will not have it.

As previously illustrated, the EaDo neighborhood is a revitalizing area and is experiencing an astonishing level of private investment.

- Midway has acquired 150 acres in the heart of the EaDo and plans to construct 8 million SF of Office space, 500,000 SF of Retail, and more than 1,400 luxury multifamily units over the next decade
 - Phase I is currently under construction and will include 363,000 SF of Office space, 126,000 SF of Retail, and 350 multifamily units
- The East End has experienced rapid growth of townhome development over the past five years. These new homes start at \$300,000 – out of reach for a neighborhood with a median household income of only \$31,156
- All of the multifamily product being developed (~550 units under construction; several other projects planned) is luxury, Class A, market-rate units that will be priced at \$2.00+ psf – a price point that current neighborhood residents can't afford

The Development will help ensure that the neighborhood remains affordable for current residents – many of whom are being displaced due to gentrification.

Paragraph (e)(4) states, “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 will improve housing opportunities for low-income Houston residents by providing 400, affordable new construction rental units in an area that is undergoing a dramatic renaissance. As a result of the numerous new housing developments and other amenities planned or underway in the area (including the Standard at East River, 600 unit mixed-income development planned by HHA and Ojala Partners at a nearby location), the mix of incomes within the neighborhood is expected to increasingly diversify, with substantial increases among higher income households.

Paragraph (e)(5) states, “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 neighborhood is suitable for family living. As previously described, there are substantial investments recently made and proposed (Bayou Park). In addition, the list provided below in (e)(6), identifies nearby neighborhood amenities such as grocery stores, public park, pharmacies, hospital and library.

Paragraph (e)(6) states, “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.”

As a result of recent and planned public and private investments, the Development will be accessible to a broad array of social, recreational, health care and other facilities and services. As previously described, there are substantial investments recently made and proposed (Bayou Park). In addition, the map and list provided above, identifies nearby neighborhood amenities such as grocery stores, public park, pharmacies, hospital and library.

Community Assets

Schools/TEA Rating

- Bruce Elementary School, Need Targeted Support (0.8 miles)

- Navarro Middle School, Need Targeted Support (2.6 miles)
- Wheatley High School, Not Met Standard (2.5 miles)
- East Early College High School, Met Standard (0.8 miles)
- Houston Community College - Felix Fraga Academic Campus School (1.1 miles)
- Incarnate Word Academy (Private School) (1.1 miles)

Groceries/Shopping

- Phoenicia Speciality Foods (1.9 miles)
- East End Farmers Market (0.4 miles)
- Family Dollar (0.6 miles)
- The Shops at Houston Center (1.9 miles)

Local Government

- Harris County Civil Courthouse (1.4 miles)
- Harris County Family Law Center (1.5 miles)
- Harris County Criminal Justice Center (1.5 miles)
- Houston Police Department - Mental Health Division (1.0 miles)
- Harris County Tax Office (1.7 miles)
- Harris County Law Library (1.7 miles)
- Harris County Constable Precinct 1 (1.6 miles)
- Harris County Domestic Relations Office (1.6 miles)
- Harris County Sheriff's Office (1.5 miles)
- Houston Fire Station (0.4 miles)

Churches and Religious Places of Worship

- Our Lady of Guadalupe Church (0.9 miles)
- Islamic Da'wah Center (1.7 miles)
- Christ Church Cathedral (1.8 miles)
- Annunciation Catholic Church (1.5 miles)

Community Amenities

- Houston Maritime Museum (0.7 miles)
- BBVA Stadium (1.1 miles)
- Minute Maid Park (1.2 miles)
- George R. Brown Convention Center (1.6 miles)
- Toyota Center (1.9 miles)

Health Care

- Texas Children's Pediatrics Ripley House (1.1 miles)
- Navigation Medical Center (0.4 miles)
- Canal Pharmacy (0.6 miles)

Parks and Recreation

- Marron (Tony) Park (1.1 miles)
- Discovery Green (1.6 miles)
- Market Square Park (1.9 miles)

Transportation

- Nearest Bus Stop at Canal St @ North St. Charles St (0.6 miles)
- Nearest Light Rail Stop EaDo/Stadium (1.3 miles)

Paragraph (e)(7) states, “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.

The Development is readily accessible to tens of thousands of jobs that are within a short drive or bus ride away. It is located less than ½ mile from Downtown, which employs more than 150,000 people. Additionally, the development is less than 15 minutes to the Galleria, Texas Medical Center and Greenway Plaza with multiple highway and local thoroughfare commute options. In total, there are an estimated 254,000 jobs within 3 miles of the site. For workers 16 years old and greater, the mean travel time for transportation to work is 24.1 minutes. This figure is about 80 percent of the figure in Harris County: 29.2 and about 90 percent of the figure in Texas: 26.4.



U.S. Department of Housing and Urban Development
Houston Field Office, Region VI
Office of Public Housing
1301 Fannin Street, Suite 2200
Houston, Texas 77002
(713) 718-3123
www.hud.gov

April 3, 2020

Mr. Mark Thiele
Acting President/CEO
Houston Housing Authority
2640 Fountain View Drive, Suite 400
Houston, TX 77057

Dear Mr. Thiele:

SUBJECT: Site and Neighborhood Review – 800 EaDo Lofts

The Office of Fair Housing and Equal Opportunity has conducted a review of the 800 EaDo Lofts site for the Houston Housing Authority (HHA). The review was based on the requirements set forth in 24 CFR 983.57.

The Site and Neighborhood Standards specify that proposed sites for newly constructed or rehabilitated public housing projects must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063 and HUD implementing regulations.

The proposed site is 27 acres located at 800 Middle Street, Houston, TX 77003. The HHA's proposal indicates they will build 600-800 mixed income multifamily rental units over two phases.

Minority Concentration

According to 24 CFR 983.57(e)(2), the site must not be located in an area of minority concentration, except as permitted under (e)(3). The site is located in census tract 3101 (CT). There is a significant minority population in the CT. However, the CT does not meet the definition of minority concentration.¹ Overall, minorities comprise 78.4% in the CT and 67% in the county, which is a difference of 11.4%. The two racial/ethnic groups that are significantly represented in the CT are African Americans and Hispanics. African Americans comprise

¹ Site is considered to be in an area of minority concentration when either (i) the percentage of persons of a particular racial or ethnic minority within the area of the site is at least 20 percentage points higher than the percentage of that minority group in the housing market area as a whole or (ii) the total percentage of minority persons within the area of the site is at least 20 points higher than the total percentage of minorities in the housing market area as a whole.

31.1% in the CT and 18.9% in the county, which is a difference of 12.2%. Hispanics comprise 44.5% in the CT and 40.8% in the county, which is a difference of 3.8%. Therefore, neither the overall minority percentage nor any individual racial/ethnic group within the CT is at least 20% higher than the county.

HHA must also comply with the additional site and neighborhood standards under 24 CFR 983.57(e). Those standards include promoting greater choice and undue concentration of poverty, environmental conditions, not detrimental to family life, and accessibility to neighborhood amenities.

Promoting Greater Choice and Undue Concentration of Poverty

According to 24 CFR 983.57(e)(4), the site shall promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons. The current poverty rate for the CT is 33.9%. The current poverty rates for the city and county are 15.8% and 13.9%, respectively. The CT's poverty rate is significantly higher than both the city and county. However, the CT's poverty rate has significantly declined over the last several years. In 2014, the CT's poverty rate was 43.4%. The poverty rate in the CT has decreased nearly 10% from 2014 to 2017. The poverty rates for the city and county have decreased by less than 2% in that same timeframe. The significant poverty rate reduction is a result of the increase in construction of private, market rate housing in the area. HHA stated that "[t]he surrounding and adjacent neighborhoods, including census tracts 3101.00 and 2114.00 respectively, are currently experiencing a resurgence, with major new public and private investments including planned new market rate housing and many other amenities. As such, development of this site presents an opportunity for HHA to ensure the long-term affordability of high-quality rental units that will help replace units lost to disposition at HHA's Clayton Homes public housing development in an area that is experiencing significant revitalization and is on the verge of gentrification." Given the large amount of private and public investment into the area and the significant decrease in poverty rates from 2014 to 2017, this site would likely not increase the poverty rate in the CT.

Environmental Conditions

The site must be free from adverse environmental conditions. The site is located next to Buffalo Bayou river which brings flooding concerns. HHA stated that "[t]he site will be developed in a manner that is appropriate to accommodate the number and type of units proposed and will meet the City of Houston's Minimum Property Standards as well as City code, and will be subject to meeting all HUD land use and environmental requirements. The site's physical characteristics including location, size, shape and availability of utilities make it appropriate for residential uses to be physically possible. The site will be cleared, backfilled to required elevation, compacted and graded. Water, storm water sewer, sanitary sewer, electricity and fire hydrant services are available on the Site. Additional concrete paved streets will be provided to serve a finalized site layout." FHEO's recommendation is contingent upon any concerns or issues found in the environmental review.

Detrimental to Family Life

According to 24 CFR 983.57(e)(5), the site must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate. The site is in a high crime area. The crime rate in the site area is substantially higher than that of the City of Houston. With a crime rate that is almost double that of the city of Houston, the site could pose a detriment to family life. The HHA must indicate their intentions to take measures to address the crime in the area in order to help ensure the safety of the families that will be housed in the complex. The site is also located along Buffalo Bayou river. HHA should address any issues regarding possible flooding to minimize flooding at the site and area.

Accessibility to Neighborhood Amenities

According to 24 CFR 983.57(e)(6), the site must be accessible to social, recreational, educational, commercial, and health facilities and service 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 schools located in the neighborhood of the site are Burnet Elementary, Navarro Middle School, and Wheatley High School, according to the Houston Independent School District website (HISD). All three schools are below average for standardized tests. HHA should consider providing information to all residents on HISD school choice program to give students living at the site more possible school choices at higher performing schools.

Regarding social, recreational, commercial, and health amenities, HHA stated that “[t]he census tract of the proposed Development along with the surrounding area are undergoing significant revitalization. The proposed 800 EaDo Lofts Development will be built in the burgeoning EaDo neighborhood of Houston, Texas. The site’s census tract and neighboring census tracts are currently experiencing a resurgence, with major new public and private investments including planned new market rate housing and many other amenities.” Midway, a real estate development firm, is developing 150 acres across the Buffalo Bayou river from the site, which will provide better opportunities for shopping and recreation. It will also bring market rate multi-family housing units into the area. There are also several parks within two miles of the site. There are several groceries located within two miles of the site location. The only major grocery nearby is Kroger, which is 2 miles south. There are several smaller groceries, including Bentke’s Food Market, Lyons Supermarket, La Familia Meat Market. There are also several health facilities within two miles of the site, including CVS Pharmacy, Canal Pharmacy, Montrose Clinic, Padilla Medical Clinic, and Castillo Dental Clinic. With the continuing increase in market rate multi-family housing units in the area, it is very likely that more social, recreational, commercial, and health amenities will come into the area.

FHEO Recommendation

There are some concerns regarding the location of the proposed site. HHA should ensure the residents of the site have access to higher performing elementary, junior high, and high schools. HHA should also address concerns regarding the crime rates in the area. However, the site is

located in an area where there is a high number of planned market rate housing development, which will have a significant impact on reducing the poverty rate and bringing in more amenities. The site will provide affordable housing to an area that is undergoing gentrification. Therefore, FHEO conditionally recommends approval of the site, pending the environmental review.

If you should have any questions about this matter, please contact Brian Reese at (713) 718-3216

Sincerely,



FW Corrairie Walls
Director, Office of Public Housing

C77482
NCA

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE UNITED STATES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

AND

THE CITY OF HOUSTON, TEXAS

TITLE VI INVESTIGATION CASE NUMBER:

06-16-R001-6

I. INTRODUCTION

This Voluntary Compliance Agreement (the "Agreement") resolves the U.S. Department of Housing and Urban Development ("HUD" or the "Department")'s investigation of the City of Houston (the "City")'s actions with respect to the housing development proposed for 2640 Fountain View located in City Council District G (Fountain View), and more generally, the investigation of the City's procedures for approving Low-Income Housing Tax Credit applications. HUD issued a Letter of Findings ("Letter") on January 11, 2017 concluding that the City violated Title VI. On February 24, 2017, the City submitted to the Department correspondence contesting the facts, findings and concerns of the Letter.

The City and the Department understand and acknowledge that the facts, findings and concerns are disputed by the City and that resolution of the disputes would be time-consuming for both parties. In order to expedite just resolution of these matters and to avoid further administrative procedures or litigation over these matters, the parties have agreed to enter into this Agreement. The parties agree that all issues, findings, concerns, and questions in the Letter are fully and finally resolved and superseded by this Agreement.

The City receives funds from HUD through the Community Development Block Grant program, the HOME program, Housing for Persons with AIDS program, the Emergency Solutions Grant program and the Community Development Block Grant Disaster Relief program. The City is subject to various Federal civil rights laws and regulations including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 and its implementing regulations at 24 C.F.R. Part 1 (Title VI).

The City of Houston prioritizes developments located in one of its Concerted Revitalization Areas ("CRA"). EaDo 800 is located within the two (2) overlapping CRAs - the Second Ward Complete Community and the Harrisburg Tax Increment Reinvestment ("TIRZ") No. 23.

2. The City and HUD agree that affordable housing is needed in all areas of Houston. During the term of this Agreement, the City agrees to develop and duly adopt through its applicable practices (1) a policy for objectively evaluating Resolutions of Support or Resolutions of No Objection for Low Income Housing Tax Credit applications, which shall not permit veto or special points for any particular Council member, and (2) a Multifamily Priorities policy, as such may be amended from time to time (with notice to HUD during the term of this Agreement), reflecting considerations deemed relevant by the City and consistent with the requirements of the Fair Housing Act and regulations promulgated hereunder. The City proffers as its evidence of good faith in these respects, the "Multifamily Priorities – 2018" and the "Request for Support Resolution from City of Houston for 9% Tax Credits," attached and incorporated hereto as Exhibit A and B (the "Policies"). The City will submit final proposed plans to HUD for review and approval, it being understood that the attached Policies are generally in acceptable form.



D. Affordable Housing Development Strategy

1. The City has agreed to and has submitted a request to HUD for comprehensive technical assistance under the OneCPD/Community Compass Technical Assistance Program to assist the City in addressing uniquely challenging circumstances it faces. This technical assistance will support the City, consistent with recent HUD guidance, in analyzing opportunities to affirmatively further fair housing – including innovative place-based neighborhood development and mobility opportunities – and to prepare for the future development of an Assessment of Fair Housing.
2. The above referenced technical assistance will also assist the City in identifying opportunities to affirmatively further fair housing through the deployment of future disaster recovery funding the City expects to receive as part of the recovery from the devastation of Hurricane Harvey.
3. The City will request that the above referenced technical assistance assist the City with each of the following:
 - a. Provide Houston HCDD with data and analysis to understand changes in community needs, real estate market dynamics, and capital absorption capacity,
 - b. Assist Houston HCDD to redesign existing programs in anticipation of a significant increase in funding and production, and design new programs to respond to evolving community needs and market opportunities,
 - c. In anticipation of a significant increase in funding and program production, provide Houston HCDD with analysis of the implications for existing systems and business processes and recommendations for improvement and building organizational capacity,

- d. Support Houston HCDD to align its strategies and programs across all existing HUD planning documents to leverage and complement the Department's disaster recovery plans, and
 - e. Support Houston HCDD to develop coordinated public participation plans for all HUD funded programs and expand meaningful participation by the public.
4. The City agrees that qualified projects (meeting the resolution requirements of the City set forth in neutral guidelines such as those attached as Exhibit B and in compliance with the City's neutral statement of multifamily priorities attached as Exhibit A) that are in high opportunity areas like District G, should be advanced for consideration of City Council during the term of this Agreement as a priority. Nothing herein precludes or limits the City's right to advocate for or advance any housing projects to serve historically disadvantaged and under-resourced communities in the City.

V. IMPLEMENTATION

1. Within thirty (30) days of the Effective Date, the City will identify an individual to serve as Agreement Administrator. The Agreement Administrator must have prior experience that demonstrates knowledge of and expertise concerning the Title VI, the Fair Housing Act, and the regulations implementing those statutes, as well familiarity with the Low-Income Housing Tax Credit program. The Agreement Administrator will serve as the point of contact for HUD regarding this Agreement.
2. All reports, certifications and other documents identified for submission by the City to HUD in the preceding sections are to be submitted to the following:

Garry L. Sweeney, Director
Fort Worth Regional Office of FHEO, Region VI
U.S. Department of Housing and Urban Development
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, Texas 76012
3. For any plan, program, strategy, or other record that the City is required by the terms of this Agreement to submit to HUD for approval, if HUD does not accept the City's submission, the City must resubmit within thirty (30) days. Three (3) non-accepted submissions submitted in a row will constitute breach of this Agreement.

VI. ENFORCEMENT

4. HUD may conduct an on-site or any other review of the City's compliance with the provisions of this Agreement, and upon reasonable notice by HUD, the City will grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement.

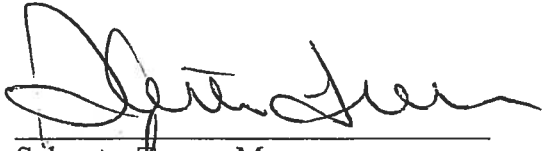
5. In the event that the City fails to comply with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD after HUD has provided the City with notice of its failure to comply and at least thirty (30) days to comply with any requirement of this Agreement. Failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue federal financial assistance, or other actions authorized by law. If the City timely cures, the Department shall not take any action to enforce the terms of this Agreement.
6. Acts or omissions by the City that violate the terms of this Agreement may serve as grounds for HUD to determine that the City has breached its duties. If the Department determines that the City has breached the Agreement, it will notify the City, in writing. The City will be deemed to have received the written notice of breach three days after mailing, if first class U.S. mail is used. The City will then have 30 days after receipt of such notice to remedy the breach. The Department may, in its discretion, provide, in writing, for a longer period to remedy the breach, depending upon the particular circumstances.
7. Enforcement (or lack thereof) by HUD of any provision or deadline in the Agreement will not be construed as a waiver of the City's obligations or HUD's rights with regard to all deadlines and provisions of this Agreement.
8. This Agreement may be modified or amended only by written agreement, executed by all Parties. Waiver of any one provision of this Agreement will not be deemed to be a waiver of any other provision.

Remainder of Page Intentionally Left Blank; Signature Page to Follow

VII. SIGNATURES

The Parties have executed this Voluntary Compliance Agreement in multiple copies, each of which is an original.

For the City of Houston

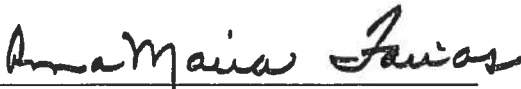


Sylvester Turner, Mayor
City of Houston

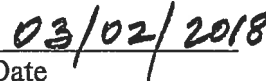


Date

For the U.S. Department of Housing and Urban Development



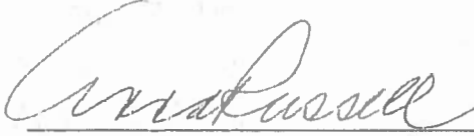
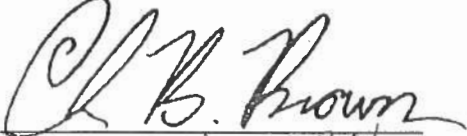
Anna Maria Faras, Assistant Secretary
Fair Housing and Equal Opportunity



Date

VII. SIGNATURES - CONTINUED

The Parties have executed this Voluntary Compliance Agreement in multiple copies, each of which is an original.



For the City of Houston <i>Signature on separate page</i>	
_____ Sylvester Turner, Mayor City of Houston	_____ Date
ATTEST/SEAL:  _____ City Secretary	COUNTERSIGNED BY:  _____ City Controller <i>Genard Holt</i>
DATE COUNTERSIGNED: _____ 3-6-18	
For the U.S. Department of Housing and Urban Development <i>Signature on separate page</i>	
_____ Anna María Farías, Assistant Secretary Fair Housing and Equal Opportunity	_____ Date

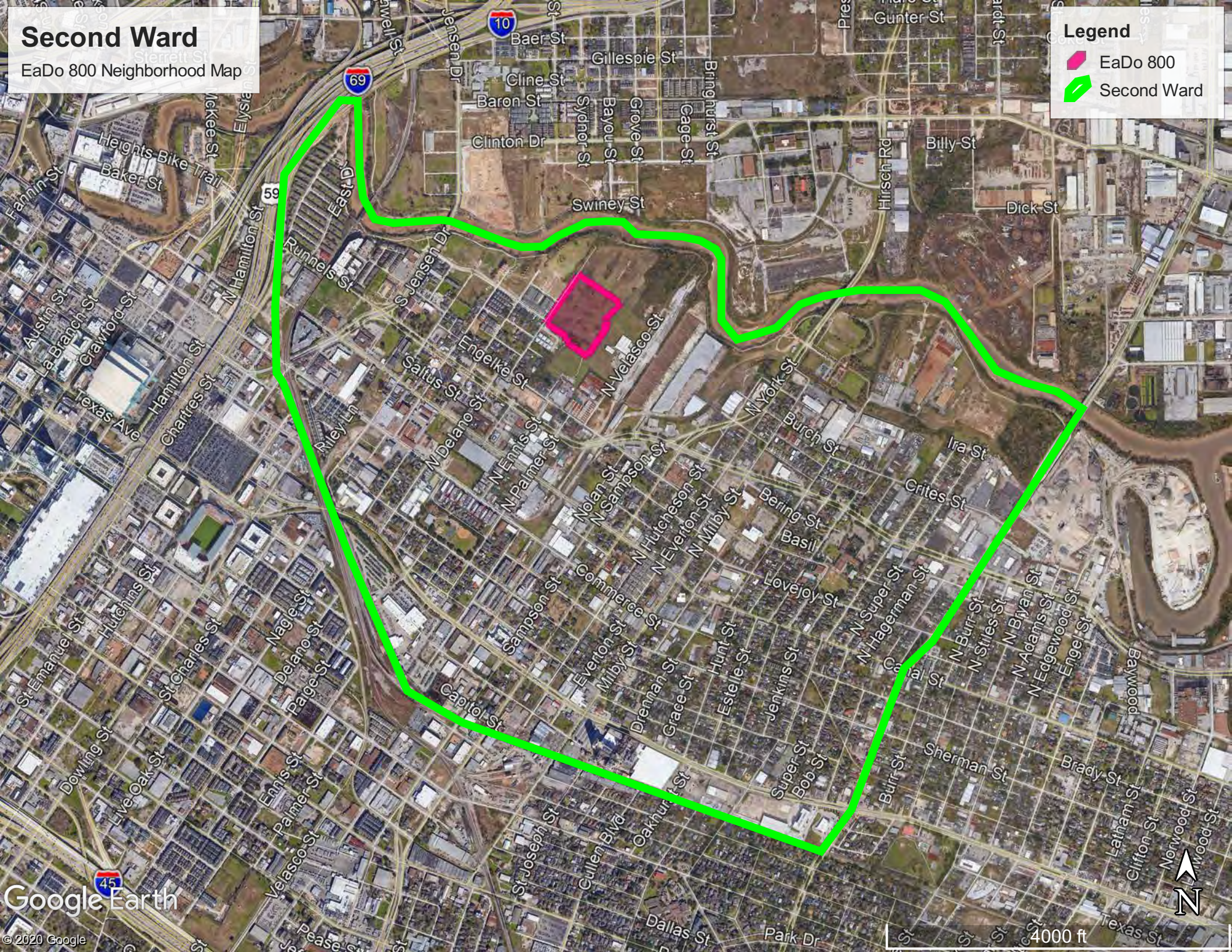
Texas Government Code	Statute Text	EaDo 800 Alignment with Statute
§§2306.001	The purposes of the department are to (1) assist local governments in (A) providing essential public services for their residents; and (B) overcoming financial, social, and environmental problems	The eligibility of EaDo 800 allows the City of Houston to continue to provide public housing and associated services within proximity of the existing Clayton Homes and outside of both the floodplain and floodway.
	(2) provide for the housing needs of individuals and families of low, very low, and extremely low income and families of moderate income;	The public housing units relocated to EaDo 800 will serve low, very low, and extremely low income families, with a priority for current Clayton Homes residents.
	(3) contribute to the preservation, development, and redevelopment of neighborhoods and communities, including cooperation in the preservation of government-assisted housing occupied by individuals and families of very low and extremely low income;	Relocating the units at Clayton Homes to EaDo 800 prevents the overall loss of public housing units that would be leaving the census tract so that TxDOT can complete road improvements.
§§2306.002	The legislature finds that (1) every resident of this state should have a decent, safe, and affordable living environment;	The new units at EaDo 800 will be safe and modern, and will add to the City’s housing stock that lies beyond the floodplain/floodway, which is critical following the destruction of Hurricanes Harvey and Ike.
	(2) government at all levels should be involved in assisting individuals and families of low income in obtaining a decent, safe, and affordable living environment;	The development of EaDo 800 is a collaboration of multiple levels of government and local agencies, including the City of Houston, the Houston Housing Authority, TxDOT, and TDHCA.
§§2306.359	(a) In evaluating an application for an issuance of private activity bonds, the department shall score and rank the application using a point system based on criteria that are adopted by the department, including criteria regarding: (1) the income levels of tenants of the Development..... (3) the level of community support for the application;	EaDo 800 serves tenants that are most in need regarding income levels. It is also worth noting that the Development has considerable support from the Mayor of Houston, Houston Independent School District, and various community partners.
§§2306.6701	The department shall administer the low income housing tax credit program to: (1) encourage the development and preservation of appropriate types of rental housing for households that have difficulty finding suitable, affordable rental housing in the private marketplace;	The to-be displaced residents currently at Clayton Homes are at an income level that makes navigating the rental housing market in a metropolitan city very difficult. Preserving these units through EaDo 800 would eliminate several hurdles for these tenants.
	(2) maximize the number of suitable, affordable residential rental units added to the state's housing supply;	The first phase of EaDo 800 will replace the 296 units at Clayton Homes and include an additional 104 units, and the second phase will add 200 to 300 additional units.

Second Ward

EaDo 800 Neighborhood Map

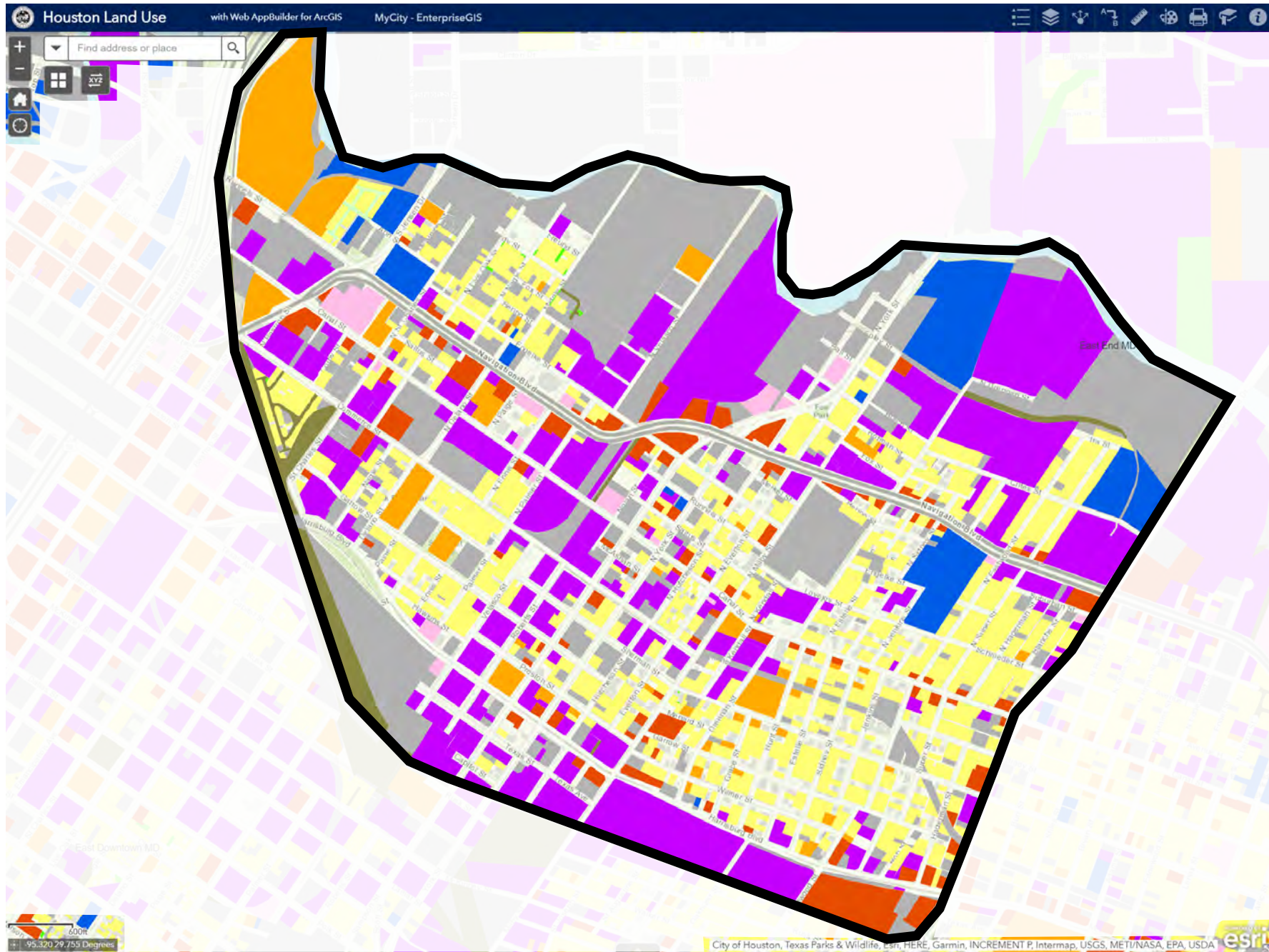
Legend

-  EaDo 800
-  Second Ward



Second Ward General Land Use Map

- Single Family Residential
- Multi-Family Residential
- Commercial
- Office
- Public and Institutional
- Industrial
- Transportation and Utilities
- Parks and Open Space
- Undeveloped
- Agriculture Production

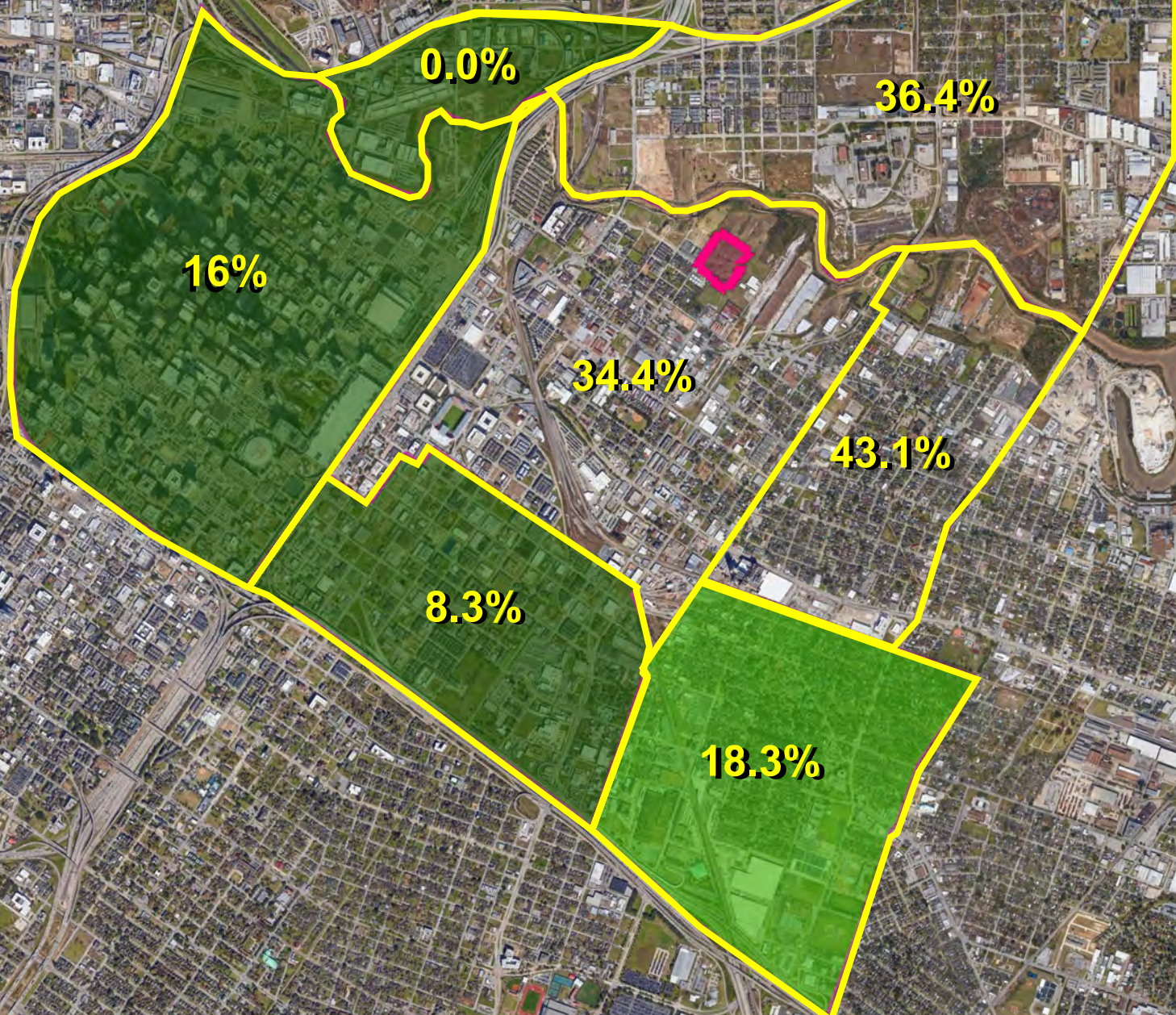


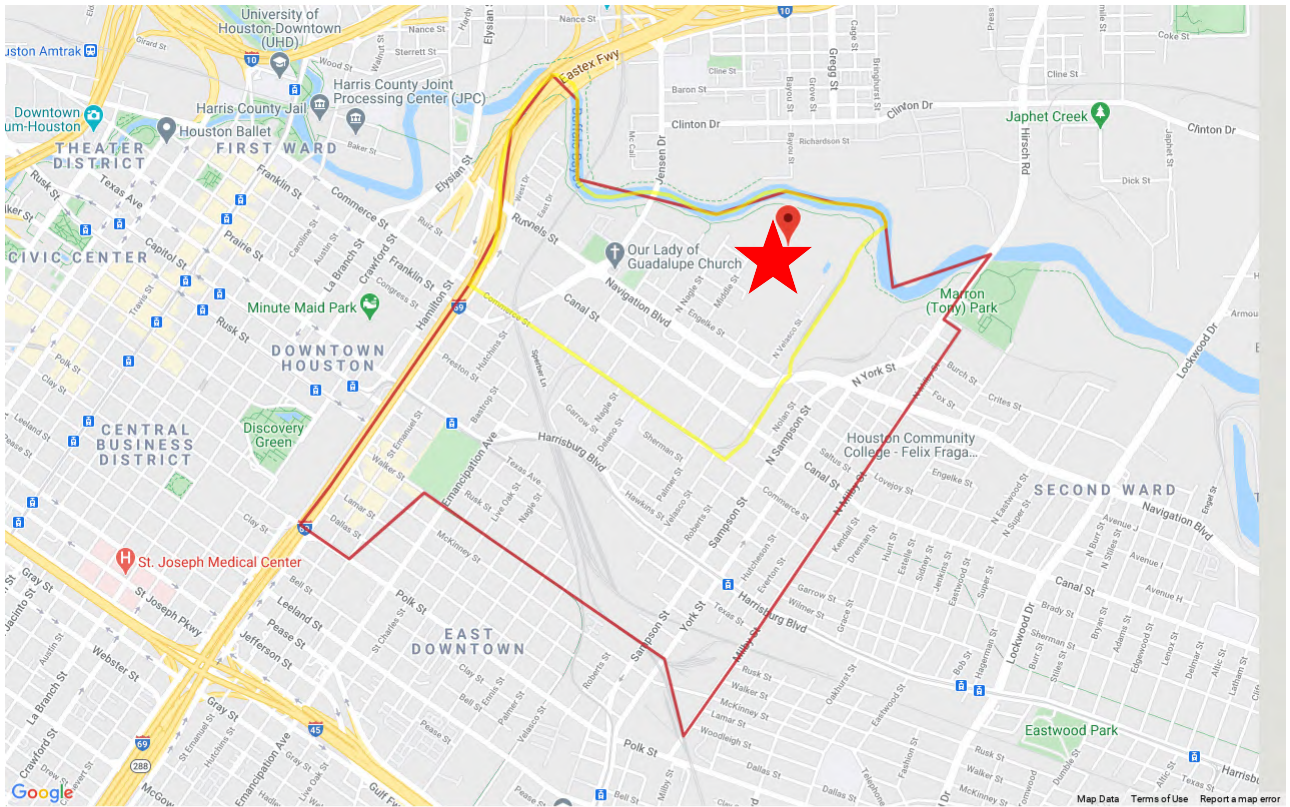
Poverty Rate Map

EaDo 800

Legend

- Adjacent Q1/Q2 Census Tracts
- Adjacent Q3 Census Tracts
- EaDo 800





— Neighborhood Boundary — Micro-Neighborhood Boundary

 **EaDo 800**

THE 800 MIDDLE ST NEIGHBORHOOD CRIME

67 Vital Statistics. 6 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

1

(100 is safest)

⚡

Safer than 1% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES			
	VIOLENT	PROPERTY	TOTAL
Number of Crimes	105	514	619
Crime Rate (per 1,000 residents)	17.85	87.36	105.20

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

2

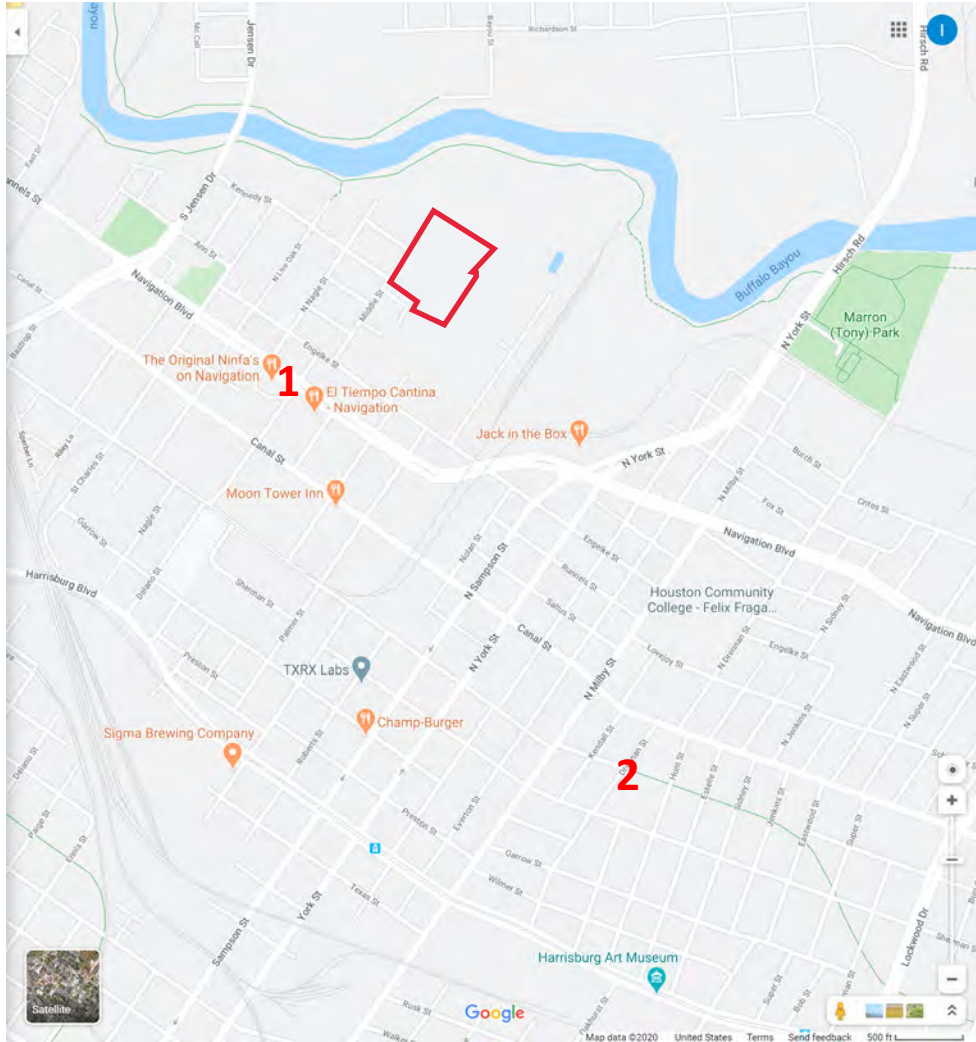
(100 is safest)

⚡

Safer than 2% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE			
MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
8 <small>100 is safest</small>	6 <small>100 is safest</small>	1 <small>100 is safest</small>	5 <small>100 is safest</small>

Improvements in the Second Ward

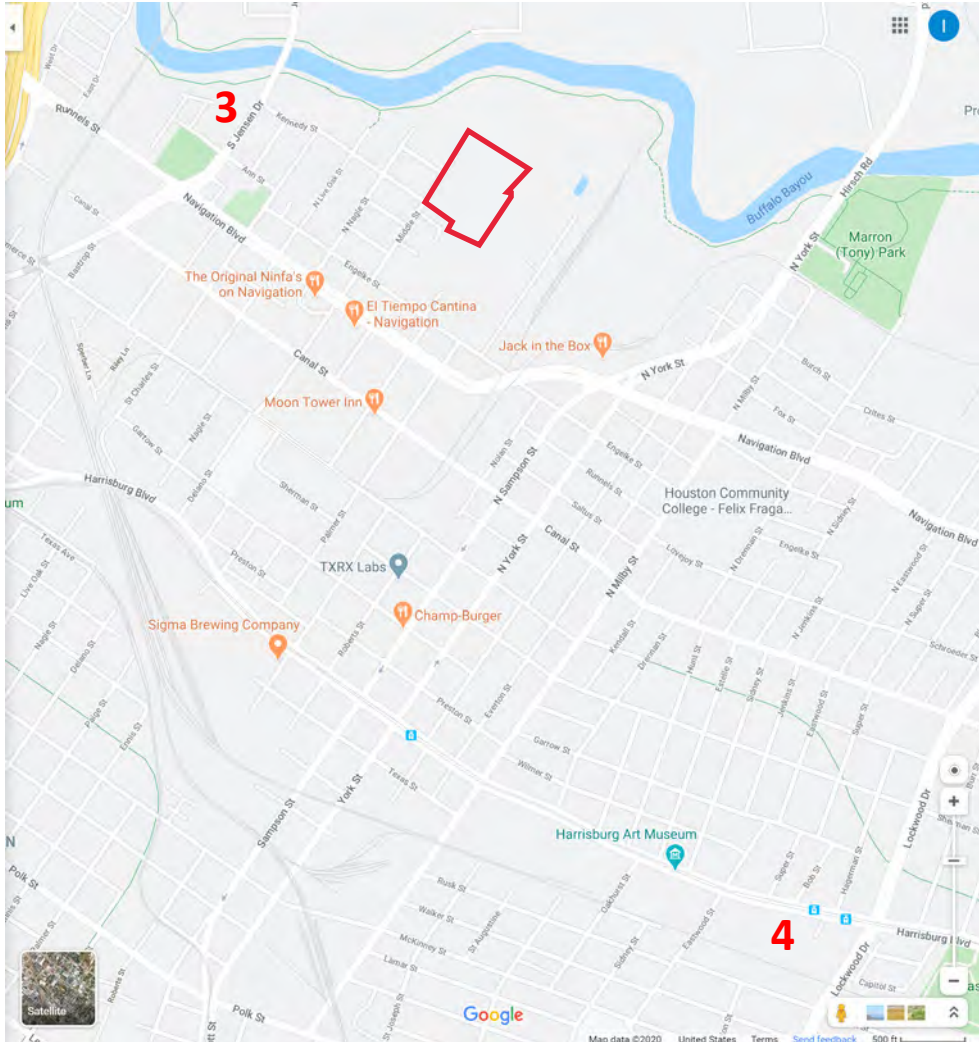


1 - Navigation Esplanade



2 - Harrisburg Hike and Bike Trail

Improvements in the Second Ward

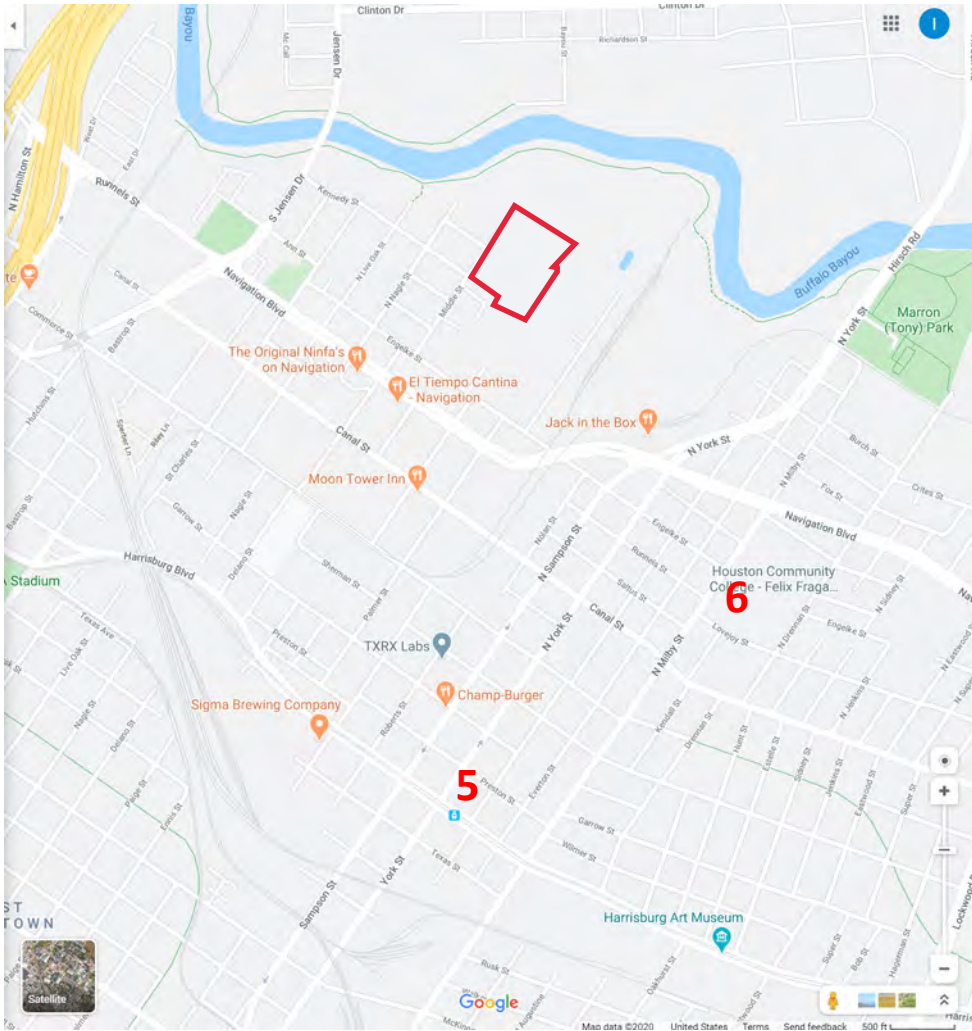


3 - Talento Bilingue De Houston Performing Arts Center



4 - Baker-Ripley Central Headquarters

Improvements in the Second Ward

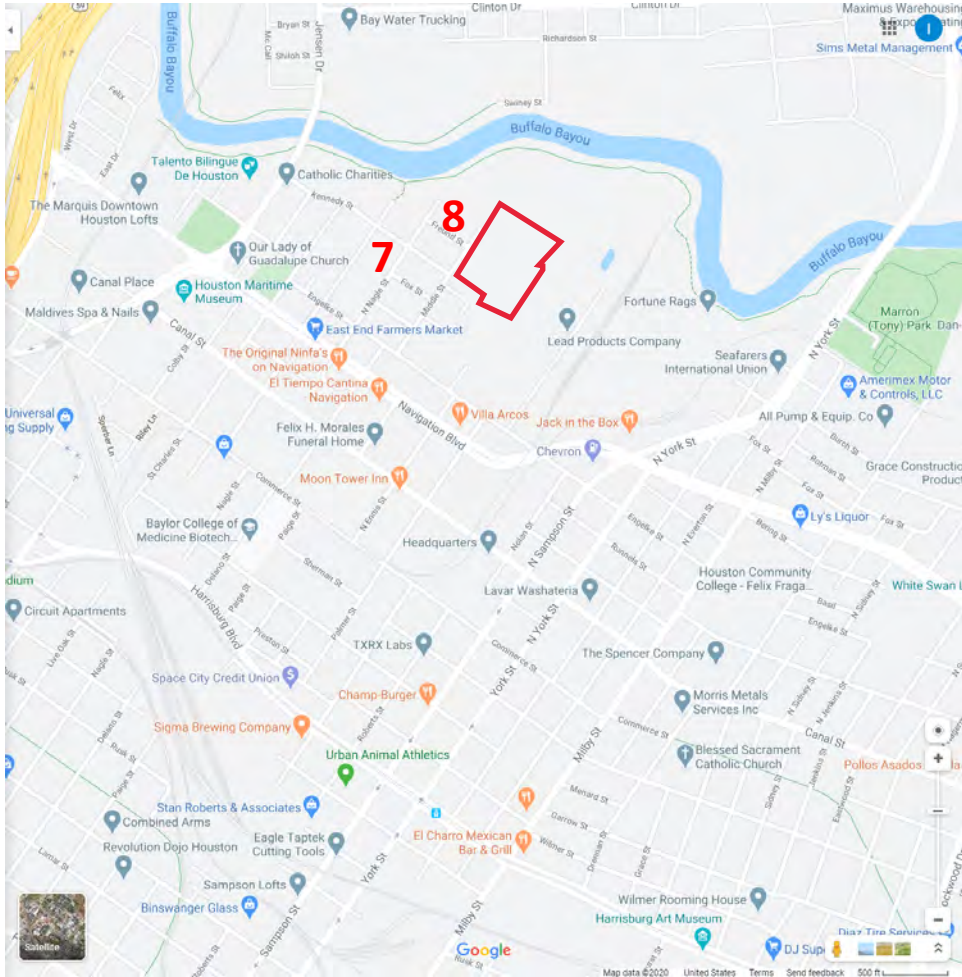


5 - Coffee Plant/2nd Ward Light Rail Station



6 - East Early College High School

Improvements in the Second Ward



7 - New Townhomes at 400 N Nagle Street



8 - New Townhomes at 2725 Kennedy Street



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

**Texas Education Agency
 2019 Accountability Ratings Overall Summary
 BURNET EL (101912124) - HOUSTON ISD**

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		81	B
Student Achievement		74	C
STAAR Performance	46	74	
College, Career and Military Readiness			
Graduation Rate			
School Progress		83	B
Academic Growth	69	70	C
Relative Performance (Eco Dis: 94.9%)	46	83	B
Closing the Gaps	69	75	C

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

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



Accountability Data Performance Participation Attendance and Graduation
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**Texas Education Agency
 2019 Accountability Ratings Overall Summary
 NAVARRO MIDDLE (101912054) - HOUSTON ISD**

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		65	D
Student Achievement		62	D
STAAR Performance	33	62	
College, Career and Military Readiness			
Graduation Rate			
School Progress		74	C
Academic Growth	62	60	D
Relative Performance (Eco Dis: 96.3%)	33	74	C
Closing the Gaps	5	45	F

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

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



Accountability Data Performance Participation Attendance and Graduation

Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes Finance Data

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**Texas Education Agency
2018 Accountability Ratings Overall Summary
NAVARRO MIDDLE (101912054) - HOUSTON ISD**

	Component Score	Scaled Score	Rating
Overall		70	Met Standard
Student Achievement		56	Improvement Required
STAAR Performance	28	56	
College, Career and Military Readiness			
Graduation Rate			
School Progress		69	Met Standard
Academic Growth	65	69	Met Standard
Relative Performance (Eco Dis: 95.5%)	28	63	Met Standard
Closing the Gaps	34	71	Met Standard

Distinction Designations

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



Accountability Data Performance Participation Attendance and Graduation
 Postsecondary Readiness Profile KG Readiness Postsecondary Outcomes Finance Data
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**Texas Education Agency
 2019 Accountability Ratings Overall Summary
 WHEATLEY H S (101912018) - HOUSTON ISD**

Accountability Rating Summary

	Component Score	Scaled Score	Rating
Overall		59	F
Student Achievement		57	F
STAAR Performance	30	56	
College, Career and Military Readiness	26	60	
Graduation Rate	73.6	55	
School Progress		68	D
Academic Growth	61	68	D
Relative Performance (Eco Dis: 93.8%)	28	59	F
Closing the Gaps	7	50	F

* This campus received an F rating in three of the four areas: Student Achievement; School Progress, Part A: Academic Growth; School Progress, Part B: Relative Performance; or Closing the Gaps, and the Student Achievement domain rating is an F; therefore, the overall score is limited to a 59.

Identification of Schools for Improvement

This campus is a comprehensive support and improvement reidentified school.

Distinction Designations

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



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

Texas Education Agency
2018 Accountability Ratings Overall Summary
WHEATLEY H S (101912018) - HOUSTON ISD

	Component Score	Scaled Score	Rating
Overall		52	Not Rated: Harvey Provision
Student Achievement		50	Improvement Required
STAAR Performance	26	52	
College, Career and Military Readiness	13	45	
Graduation Rate	73.2	55	
School Progress		62	Met Standard
Academic Growth	57	62	Met Standard
Relative Performance (Eco Dis: 73.9%)	20	50	Improvement Required
Closing the Gaps	0	30	Improvement Required

Notes:

- This campus was directly affected by Hurricane Harvey and did not receive an overall rating.

Distinction Designations

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



HOUSTON INDEPENDENT SCHOOL DISTRICT

Hattie Mae White Educational Support Center
4400 West 18th Street • Houston, Texas 77092-8501

Grenita F. Lathan, Ph.D.
Interim Superintendent of Schools

www.HoustonISD.org
www.twitter.com/HoustonISD

April 21, 2021

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Wheatley High School

Dear Ms. Holloway:

It is HISD's understanding that a formal waiver request has been submitted to the Texas Department of Housing and Community Affairs (TDHCA) for an under-performing school in the Houston Independent School District, Wheatly High School, for the proposed EaDo 800 Lofts Development. This waiver request, if granted, would allow for this development to be eligible to apply for Tax Credits. We recognize that this development is critically important to the mission of the Houston Housing Authority and the City of Houston at large. Specifically, Eado 800 Lofts will fill the gap that will be left by the demolition of Clayton Homes public housing. Thus, HISD fully support's this waiver request and the positive impact that this proposed development will have on the HISD families that are currently living at Clayton Homes.

Wheatly High School opened in 1927 and was one of the largest Black high schools in the United States with 2,600 students and 60 teachers. Since then, Wheatly has been a major force in the Fifth Ward and surrounding community producing some of Houston's most influential leaders such as Congressman Mickey Leland, Congresswoman Barbara Jordan, Commissioner El Franco Lee, University President Ruth Simmons, to name a few. Although we have had challenges academically over the years, we believe that under Wheatley's current leadership, Principal Joseph Williams, Sr., and the strategies being implemented District-wide, Wheatley is on a path to produce even more of the future leaders of Houston.

Principal Williams began his career with HISD 22 years ago as a fifth-grade teacher at Atherton Elementary. Since then, he has served as the principal of Key Fine Arts Academy and prior to that, he served as principal of Kelso School for Social Sciences and Matthew W. Dogan Elementary, as well as assistant principal at Vera Escamilla Intermediate in Aldine ISD. Principal Williams has served as a fellow at Harvard University and partnered with the National Center for Urban School Transformation and Building Excellent Schools. Under Principal Williams' leadership, we are encouraged by the school's efforts to promote a culture of schools' readiness for the students and the families zoned to Wheatley.

As you may know, Wheatley is a Title I school currently serving 783 students. Our student demographics are 51% African American, 49% Hispanic and 1% combined total of White and two or more races. All of our students our Title 1 and 96% students are economically disadvantaged and 20% are receiving special education services.

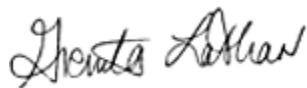
Wheatley is currently operating under an Improvement Plan focused on improving the math, reading and problem-solving skills of its students. HISD, in part, restructured its Professional Learning Communities (PLC) to provide frequent teacher professional development during the school day to improve instructional delivery in each classroom throughout the school. Implementation of this strategy and others as outlined in the Improvement Plan will ultimately result in improvements in student achievement in these areas of concern. As with all of our schools, we will continue to strengthen our goals and efforts to improve school performance at Wheatley as we strive to ensure that all of our students receive a high-quality education.

As a beacon in the community, Wheatley has worked diligently to provide wrap-around services and other much-needed resources to the Wheatley students and their families. Below is a list of just some of the organizations that Wheatley partners with:

- Ascending to Men
- ROSES
- On-Site Counseling
- Urban Scholars
- The Center for Urban Transformation- Juvenile Justice Program
- Urban Enrichment Institute
- GIRLS, INC
- Miles Ahead Scholars
- Houston Food Bank Partnership
- Pleasant Hill Baptist Church Partnership
- Houston Metropolitan Alumnae Chapter of Delta Sigma Theta, Sorority Incorporated, Partnership

Finally, the past year has been challenging for us all. The students, teachers, administrators and supporters of HISD are resilient and have stayed on course to provide innovative ways to provide quality education to all of our students during this pandemic. I am confident that working together the students of Wheatley High School can achieve success. On behalf of HISD, I respectfully support this waiver request and a determination of eligibility of tax credits for EaDo 800.

Sincerely,



Dr. Grenita Lathan, Ph.D.
Interim Superintendent of Schools

HOUSTON INDEPENDENT SCHOOL DISTRICT



Campus Name: Wheatley High School

Campus Number: 018

Principal Name: Joseph E. Williams, Sr.

School Support Officer/Lead Principal Name: Jonathan Trinh

Area Superintendent Name: Dr. Felicia Adams

Area School Office: Achieve 180

SCHOOL IMPROVEMENT PLAN 2019-2020

SIP Part 1: Background, Data Analysis and Needs Assessment

MISSION STATEMENT

To ensure that all scholars are college and career ready to protect their freedoms and improve our world.

SCHOOL PROFILE

Phillis Wheatley High School has been serving Houston and the Historic Fifth Ward community since 1928. One of Houston's first schools, the campus opened a new building in 2005. Located in the Northeast area of Houston, Wheatley High School is in an urban setting with a rich history and longstanding traditions. It is the cornerstone of Fifth Ward and Denver Harbor communities. Wheatley HS is a comprehensive high school committed to preparing scholars for college, career or military. It provides dual credit and advanced placement classes, career technical education courses that offer industry-based certificates, and fine arts and athletics to serve the whole child. Wheatley High School serves a diverse student population of approximately 800 scholars: 52% African American, 46% Hispanic/Latino, 2% of other nationalities. We have an international population that serves scholars born in Africa, Central and South America. Economically Disadvantaged 94%; Special Education population is 19%; ESL population of 16%; GT at 3%; Mobility Rate at 30%, and Attendance Rate at 86%.

SHARED DECISION MAKING (sample language provided – modify as needed)

Organizational Structure

The Campus Intervention Team (CIT) is based on the Shared Decision-Making model (SDM) designed to establish, monitor, and evaluate goals for budgeting, staffing, curriculum, planning, school organization, staffing patterns, and staff development. This model is aligned to state legislation and HISD board policy. A Professional Service Provider (PSP), and a School Support Officer or Lead Principal is a member of the Campus Intervention Team for schools under state *Improvement Required* sanctions or federal sanctions as a *Focus* or *Priority* campus. Teacher Development Specialists and other district level personnel can serve as members of the CIT according to the campus needs. The intention of the SDMC is to pull together our community in a constructive, organized, and unified body to enhance the education of all students. The CIT is responsible for development, implementation, and monitoring of the School Improvement Plan, monitoring of student performance, and determination of student interventions and support service.

The SDMC component of the CIT is the shared decision-making body. Professional staff representatives are elected by the faculty. Principal determines number of classroom teachers; then, assigns half that number to school-based staff. This complies with 2/3 - 1/3 rule for professional staff. In addition, the committee must have one non-instructional staff, one business member, at least two parents and at least two community members. Parents are elected by the PTO, PTA or PACS membership.

The Council meets monthly and as needed to discuss issues brought forth by the administration, staff, parents, or community. It is supported by standing committees that address budgeting, staffing, curriculum, planning, school

organization, staffing patterns, and staff development. Standing committees meet as needed. Parents are encouraged to serve on standing committees.

The SDMC functions under the direction of the Principal. Members of the SDMC attend SDMC meetings for the term of his/her office, monitor the implementation of the School Improvement Plan, address issues presented by the principal, present issues for discussion and recommend resolutions to the SDMC, create ad hoc committees by consensus of the SDMC, chair standing committees and ad hoc committees, submit minutes to the principal for committee meetings, and report the recommendations to the SDMC. The SDMC is responsible for approving all professional development plans for the school.

The Principal coordinates the process of shared decision making, facilitates communication for all stakeholders, considers issues and recommendations from the community, SDMC, and standing committees, and makes decisions based on those recommendations.

Shared Decision-Making Process

Consensus is the ultimate goal of the SDMC. Agreement by all participants is not always possible or necessary for consensus. Consensus is a collective process that provides a forum for full dialogue on appropriate/applicable responses to issues.

Members of the committees discuss and make recommendations to the SDMC. The SDMC reviews recommendations and reaches consensus. Sufficient consensus is defined as a willingness to settle an issue in favor of the majority. All points of view will be considered and general agreement must be reached before decisions will be implemented. If general agreement is not reached, further study of the issue will occur and alternatives will be presented until agreement is reached. After all alternatives have been explored, a deadlock can be broken by a majority vote. As issues come up for discussion, the chairperson is responsible for ensuring that all present have a legitimate opportunity to state their case. The principal retains the authority to exercise a veto over decisions made by the SDMC.

Method of Communications

Members of the school community may submit non-personnel issues for consideration through the shared decision-making process. Written issues or concerns are submitted to any SDMC member or placed in the SDMC box located in the main office. A school community member may attend a meeting of any committee to discuss or present an issue. All meetings are on the monthly calendar. The SDMC delivers issues to appropriate standing committees for action. Communications from all committees is transmitted to faculty, staff, and parents.

All SDMC information must be included on the campus website. A list of meeting dates, committee members, agendas and minutes for each meeting must be able to be accessed. The home page of each campus website must include a link to the SDMC page for easy access.

Membership Composition of the SDMC

Number of Classroom Teachers	# 6	Number of Parents (at least 2)	# 2
Number of School-based Staff (Half the number of classroom teachers)	# 3	Number of Community Members (at least 2)	# 2
Number of Non-Instructional Staff	# 1	Number of Business Members	# 1

(Modify or insert additional lines as needed)

Name of SDMC Member	Position (Add Date Term expires)
Carla Brown	Classroom Teacher
Tonee Jones	Classroom Teacher

Melodee Thomas	School-based Staff
Falasha Spruiell	School-based Staff
Craig Presley	Business Member
Ted Kemp	Community Member
Art Smith	Community Member
Mr. Brown	Parent
Sandra Sanchez	Parent
Joseph E. Williams, Sr.	Principal
Eric Potts	Classroom Teacher
Willean Stewart	Classroom Teacher
Donnie Walker	Classroom Teacher
Pauline Johnson	Classroom Teacher
Carmen Jimenez	Non-Instructional Staff

Other Campus Intervention Team members (non-SDMC):

For campuses rated *D, F, and/or Comprehensive Support Campuses:*

Name	Position
Jonathan Trinh	School Support Officer/Lead Principal
Patricia Russo	Effective Schools Framework (ESF) Facilitator/ Professional Service Provider (PSP) for some campuses still using this model.
Michele Herod	Teacher Development Specialist (TDS)
Click here to enter text.	Other district personnel – position: Click here to enter
Click here to enter text.	Other district personnel – position: Click here to enter
Click here to enter text.	Other: Click here to enter text.

NEEDS ASSESSMENT

Narrative of Data Analysis

(causal factors – include % of economically disadvantaged data)

Despite receiving a rating of F the 2018-2019 school year, Wheatley had some great gains this academic year. In Domain 1, Wheatley improved +7 points from 50 to 57; in Domain 2 there was improvement from the 2018 year to the 2019 year from 62 to 68 (+6)*; and in Domain 3, Wheatley improved 20 points from 30 to 50. Overall, Wheatley scored at 63, but the maximum score allowed is 59 because 3 of 4 underlying scores were less than 60. (Domain 1, Domain 2B, and Domain 3) * Domain 2B, Wheatley scored at a 59. Specifically, looking at academic achievement in Algebra Wheatley continues to grow and make gains in this area. +3 in approaches (72%), +11 in meets (33%), and +17 in masters (7%). Additionally, Wheatley is maintaining high levels of achievement in U.S. History with +3 improvement in approaches (82%), +9 in meets (50%), and +2 in masters (15%). Wheatley made gains in Biology as well with +12 improvement in approaches (75%), +19 in meets (38%) and +5 in masters (8%). Unfortunately, however in English, data was stagnant and didn't move much. English 1 +1 in approaches (37%) +3 in meets (21%) and +1 in masters (1%). In English II, only +2 improvement in approaches (45%), 0 change in meets (27%), and actual regression -1 in masters (1%) For the 2018 rating, 13 percent of the 2016-2017 Wheatley graduates met one of the CCMR criteria. For the 2019, 26 percent of 2017-2018 graduates met one of the criteria. (preliminary data shows for 2018-2019, we will be right around 50% doubling our number the prior year) For our economically disadvantaged scholars, we unfortunately did not meet any target in Domain 3 for this population in reading, math, graduation rate or CCMR. In summary, we certainly have a lot of work to still do, but we are encouraged by seeing that we are showing growth and adding value to our scholars.

Narrative of Priority Needs and Root Causes – Include Special Education Needs

Based upon data our priority needs are to increase in all areas of achievement by 11%, increase 10% in growth points earned in ELA and Math, and improve the language proficiencies of our English Language Learners by showing evidence in meeting TELPAS Target of 42%. As it relates to CCMR (College, Career, and Military Readiness) we are doing well in career readiness by greatly improving the #s of our scholars receiving industry based certifications through the many Career Pathways we offer here at Wheatley and with our partner, Barbara Jordan High School. (Information Technology, Auto Tech, Culinary Arts, Welding, Health and Medical Services, and others) However, we are doing a satisfactory job of preparing our scholars for college. Many of our scholars still do poorly on TSI, SAT, ACT or on Advanced Placement Tests, despite doing well in their classes. Thus, it is imperative that we increase the rigor in our classrooms by building the capacity and efficacy of our teachers, so they will prepare our scholars for these college entry exams. We will do this primarily by utilizing our PLCs for collaborative planning. Thus, we will work closely with our teacher development specialists and coaches to plan with teachers to develop the strongest lessons. This will enable backward design planning which will help to align and strengthen lessons taught in the classroom. Instructional support personnel will be consistent with use of data in PLCs in an ongoing manner for corrective instruction action planning. Additionally, we must better serve our English Language Learners, so they may have acquisition of the language and grow in their proficiency. We will improve this by incorporating the English Language Proficiency Standards to literacy routines and implementing Seidnitz best practices. Finally, to improve our instruction serving our Special Education scholars, we are being intentional this year in inclusion teachers collaborating with cooperating teacher, so he/she will better differentiate instruction based upon scholars' needs. As a result, we will see true team teaching in the room. Also, designated supports are being used at the beginning of the year, so scholars will be able to take full advantage of these resources to help them be successful. As an instructional leadership team, we will conduct walkthroughs and observations to ensure effective execution and delivery of these lessons.

Following the in-depth data analysis, needs assessment and development of the campus SIP, the campus must indicate on this table that any domains rated D or F have been addressed:

Performance Domain	Rating	Subject(s) / Measure(s)?	Student Group(s) Contributing to low rating?	Needs addressed in the following SIP Goal(s):
Texas Accountability System – Domains Rated D or F				
I. Student Achievement	F	English, Math and Science	African American Hispanic	Yes
II. School Progress	D	English and Math	African American Hispanic	Yes
III. Closing the Gaps	F	TELPAS (Language Proficiency) English, Math, Science, Graduation Rate CCMR	African American Hispanic English Language Learners Special Ed. Econ. Disadvantaged	Yes

STAFF DEVELOPMENT PLANS – INCLUDE BELOW

August Preservice- August 12-23

English Language Learners- August 13
 Job Alikes Day- August 14
 Discipline Management- August 15
 Achieve 180 Job-Alikes Day- August 16
 Literacy Training and IAT/Special Ed. Training- August 20
 TADS Training and Wraparound Services- August 21
 TEACH Training/Envoy- August 22
 CCMR and Attendance- August 23

Weekly PLCS

Achieve 180 PD- on the following Wednesdays

FALL	SEPTEMBER 11, 2019	OCTOBER 2, 2019	OCTOBER 30, 2019	NOVEMBER 20, 2019	DECEMBER 11, 2019
SPRING	JANUARY 29, 2020	FEBRUARY 26, 2020	MARCH 11, 2020	APRIL 1, 2020	APRIL 22, 2020

***ADDITIONAL PD WILL OCCUR DURING 4 SELECT EARLY DISMISSAL DAYS (9/27/19, 11/8/19, 1/17/20, 1/14/20)**

FORMATIVE ASSESSMENT PLAN – INCLUDE TYPE AND FREQUENCY

Exit Tickets conducted daily.

Common Assessments conducted bi-monthly.

September 30-October 3, November 18-November 21, January 27-30

District Snapshot Dates

October 28-November 1

District Benchmarks

December 16-20, February 10-14 (MOCK STAAR- ELA), March 3-4 (MOCK STAAR- Biology and Algebra), April 6 (MOCK STAAR- U. S. History)

Student Achievement: *Reading/Language Arts/Literacy	
*Goal:	<ul style="list-style-type: none"> • 11% increase in achievement for ELA Increase growth points earned in ELA by 10%
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Teacher Quality/ Retention • Quality first time tier one instruction • Use of Quality Data to Drive Instruction • Leadership Effectiveness
*Summative Evaluation: (Year-End)	<p>At least 50% of all 1st time test takers will score @the approaches level or above Through PLC, teachers are coached on how to ensure students engage in rigorous material throughout the lesson to improve Tier 1 instruction. The implementation of Lead4Ward’s “Flipped PLC” will allow teachers to become content experts to ensure lesson facilitation provides opportunities for the teacher to consistently break complex material into clear, error-free ideas and create opportunities for students to do so.</p> <p>English teachers, TDS, Admin Team, ELA Consultant -Lead4Ward Resources -HUB/ Master course resources -On the Mark Consulting services (ELA Consultant) (8000.00 per month for 10 days a month) -Abydos PRO for English I and II (4250.00) -Abydos PRO training (1500.00)</p>

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation

<p>At least 50% of all EOC re-testers will score at the Approaches or above; and at least 10% of EOC re-testers will score at the Meets/Masters level on the 2020 ELAR EOC</p>	<p>Teachers have been trained to complete the intellectual preparation necessary to maximize every second with students by using a newly implemented Lesson Preparation Protocol Template.</p> <p>Teachers are required to complete the student work (Output for the day) to create sound learning opportunities with the highest level of rigor and reach all learners. In completing the student work with the highest complexity</p>	<p>English teachers, TDS, Admin Team, ELA Consultant</p>	<p>-HISD EOC Re-tester Curriculum -On the Mark Consulting services (ELA Consultant) (8000.00 per month for 10 days a month) -STELLAR STAAR Techniques to Engage in Learning for EOC English I and II. -Region 4 Reading and Writing Conference (135.00 per teacher X 3 teachers).</p>	<p>August 2019 – May 2020</p>	<p>There will be an increase in the number of students at the Approaches, Meets, and Masters levels in ELA on the district Mock EOCs as compared to the 2020 EOC results.</p>
<p>Build capacity of teachers to consistently provide literacy instruction that would improve students' comprehension skills.</p>	<p>Identify scholars' comprehension baseline and progressively monitor student growth using Renaissance 360 universal screener.</p> <p>Through the collaborative support of an ELA consultant, a campus wide push towards</p>	<p>English teachers, TDS, Admin Team, ELA Consultant</p>	<p>-Read to Achieve and Corrective Reading Materials (provided by Achieve 180 Program) -On the Mark Consulting services (ELA Consultant) (8000.00 per month for 10 days a month)</p>	<p>August 2019 – May 2020 Saturday PD's (8/17, 9/7, 9/21, 9/28)</p>	<p>-Students will show growth on their Renaissance 360 EOY assessment.</p> <p>-Literacy development of all students with a focus on writing.</p>

	fueling literacy cross-curricular with professional development scheduled for all content teachers on 4 Saturdays.				
Meet at least 3 of the 8 student groups in the academic achievement component of Domain 3 closing the gaps.	Leaders will review lesson plans and conduct walkthroughs and provide feedback to ensure that higher order thinking activities are provided in classrooms. Coaching session for teachers with direct feedback.	English teachers, TDS, Admin Team, ELA Consultant	-Teacher Appraisal and Development System Tool -HUB	August 2019 – May 2020	There will be an increase in the number of students at the Meets and Masters levels in all subject areas on the district Mock EOCs as compared to the 2020 EOC results.
Improve differentiation of instruction to ensure teachers are reaching all learners.	Teachers will participate in ongoing professional development centered on conferring with students in both reading and writing. Teachers will participate in a book study during PLC using, “How to Confer with Readers” by Jennifer Serravallo to build their capacity in executing small group instruction.	English teachers, TDS, Admin Team, ELA Consultant	-15 copies of “How to Confer with Readers” by Jennifer Serravallo -15 copies of “The Writing Strategies Book” and “The Reading Strategies Book”. -On the Mark Consulting services (ELA Consultant) (8000.00 per month for 10 days a month)	August 2019 – May 2020	Aggressive monitoring for the intervention classes for effective teaching will occur daily.

Student Achievement: *Math	
*Goal:	<ul style="list-style-type: none"> • 11% increase in achievement for Math • Increase growth points earned in Math by 10%
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	Improve Academic Performance
*Summative Evaluation: (Year-End)	Algebra 1 will improve overall student performance: @ 75% Approaches Level, 45% “Meets” Level, 20% “Masters” Level and 50% Algebra 1 Re-testers @ Approaches Level.

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
Create and implement an assessment calendar that will be carried out with fidelity.	Create an assessment calendar during the summer months that will align to the TEKS taught. The process will be considered backwards planning.	Instructional Coach	Ontrack HISD Elearn for sample lessons Online resources for exemplar strategies including ELL and SPED	August 2019	Weekly check-ups to ensure that they campus is aligned to the district curriculum.
Increase the effectiveness of the Small Group Instruction.	All Math teacher will be trained and modeled on how to effectively manage small group instruction.	Math teachers Instructional coach Administrators Math tutors	Formative and summative assessments; PLC work; data review protocols; evidence from walkthroughs	Sept-May 2020	Monthly (September, November, and February – April) Common Assessments District Snapshots

Increase the amount of growth points we receive for domain 2 of accountability	We will increase the number of students that will score a Meets or Masters on the EOC STAAR exam by 11%	Math teachers Instructional coach Administrators Math tutors	STAAR related questioning on CBA's. Tutor for small group pullouts	Sept-May 2020	Monthly (September, November, and February – April) Common Assessments District Snapshots
Increase the effectiveness of the PLC's	Increase the effectiveness of the PLC's by making sure that they are DATA Driven. Every teacher needs to know the data of the students they are serving.	Math teachers Instructional coach Administrators Math tutors	HISD Elearn for sample lessons Online resources for exemplar strategies including ELL and SPED	Sept-May 2020	Monthly (September, November, and February – April) Common Assessments District Snapshots
Increase the number of meets and masters in our sub-populations	Increase the number of students that are labeled SPED, ECO DIS, African American, Hispanic and ELL in meet and master	Math teachers Instructional Coach Administrators Math tutors	U of H Tutors SPED Inclusion teachers	Sept-May 2020	Monthly (September, November, and February – April) Common Assessments District Snapshots
Improves Math scores on the STAAR test in the approached category from 71% to 75% by improving reading comprehension skills	Close reading, Drop Everything and Read	Math teachers Instructional coach Administrators Math tutors	HISD Elearn for lesson & curriculum documents	Sept-May 2020	Monthly (September, November, and February-April) Common Assessments District Snapshots

Student Achievement: *Domains – Student Achievement/School Progress/Closing the Gaps (mandatory, if not met)	
*Goal:	Increase student performance in ELA and focus on student groups in the academic achievement component of domain three closing the gaps. <ul style="list-style-type: none"> • 11% increase in achievement for ELA and Math • Increase growth points earned in ELA and Math by 10%
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Teacher Quality/ Retention • Quality first time tier one instruction • Use of Quality Data to Drive Instruction • Leadership Effectiveness
*Summative Evaluation: (Year-End)	Performance on End of Course Exams

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
At least 50% of all 1 st time test takers will score @the approaches level or above; at least 25% of all 1 st time test takers will score at the Meets level or above; and at least 5% of 1 st time tester will score at the masters level on the 2020 ELAR EOC	Teachers will utilize master courses with support of the TDS to ensure that instruction is at the rigor of STAAR EOC. Provide additional intervention for students with SRA Programs: Read to Achieve and Corrective Reading. Also, utilize online resources such as Vocabulary.com .	ELAR Team Consultant TDS, Instructional Coach Principal	Read to Achieve and Corrective Reading Materials (provided by Achieve 180 Program)	August 2019 – April 2020	Literacy development of all students with a focus on writing.

Meet at least 5 of the 16 student groups in the academic achievement component of Domain 3 closing the gaps.	Leaders will review lesson plans and conduct walkthroughs and provide feedback to ensure that higher order thinking activities are provided in classrooms. Coaching session for teachers with direct feedback	Math, English teachers, TDS, Admin Team,	Teacher Appraisal and Development System Tool HUB	August 2019 – May 2020	There will be an increase in the number of students at the meets and masters levels in all subject areas on the district Mock EOCs as compared to the 2020 EOC results.
90% of all students are given the opportunity to earn at least one industry-based certification at each grade level	CTE teacher will submit the names and certification that students earned each 6 weeks after the 1 st two six weeks. Increase teacher	CTE Teachers, District CTE Specialist, Admin Team,	Industry certification assessment, Practice assessments	August 2019 – May 2020	The number of students with industry-based certification at each grade level.
50% of all English language learners will show progress in the speaking, listening, reading and writing on the TELPAS	Teachers will be provided with Shelter instruction Observation Protocol (SIOP) training.	DDI; TDS; Instructional Coaches; Admin; Teachers; Multilingual department	Practice assessments, Microphone and headphone for each student to practice the listening and speaking	August 2019 – March 2020	Student performance on Mock TELPAS exams as check point and the score for TELPAS 2020

Student Achievement: Post-Secondary Readiness	
*Goal:	Increase the number of students who are College, Career and Military Ready who meet the criteria set forth by Post-Secondary partnership(s) and Texas Education Agency. 75% of graduating seniors will meet a CCMR indicator.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Teacher Quality/ Retention • Quality first time tier one instruction • Use of Quality Data to Drive Instruction • Leadership Effectiveness
*Summative Evaluation: (Year-End)	Summative Evaluation: (Year-End) Dual Credit: A) 80% of participating students will complete courses with a GPA>2.0 as evidenced by the EOY grade report. B) The number of students participating (enrollment) in CCR-Dual Credit courses will increase by 5% for the 2019-2020. College Prep ELA: (Remediation) 80% of December EL re-testers will meet standards as evidenced on 2019 Fall Administration of the EOC. (Enrichment/Advancement) 100% of March ELA re-testers will meet standards as evidenced on the 2020 Spring administration of the EOC. TSI: 90% of students identified to participate in the 2020 administration of TSI will meet one indicator standard for CCMR.

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
At least 70% of identified students will enroll in offered Dual Credit courses 80% of enrolled students will complete courses with a 2.0 GPA as evidenced by the EOY grade report	Identification of students eligible for participation in the Dual Credit Program	Melodee Thomas 11th / 12th Grade Counselor HCC (Partnership) P16 College Success Coordinator HCC (Partnership) Instructor	Cost for Dual credit courses;	August 2019 – May 2020	State of End of Course
Grow / Strengthen the Dual Credit program by	Offer > 2 Dual Credit Dual Credit program by increasing the	Melodee Thomas 11th / 12th Grade Counselor HCC		August 2019 – May 2020	Performance test & EOC

increasing the number 2019 -2020 term	number of enrollees by 5% for 2020 – 2021 term	(Partnership) P16College Success Coordinator Campus College Access Coordinator- Winfred Barnes			
Students not currently enrolled in ELA intervention course will receive TSI Prep through scheduled ELA class for the 2019 -2020 academic term.	TSI Prep	11th /12th Grade Level Counselor ELA III & ELA IV teachers		September 2019 – April 2021	TSI Test Results
90% of all students will have the opportunity to earn an industry-based certification	Techers will give certification exams at each level of program	CTE Teachers	Certification exams, prep materials	Dec - May	The number of students at each grade level with complete certification exams.

Student Achievement: *Attendance	
*Goal:	Increase student attendance to 94%.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Increase academic performance • Improve campus culture • Use of Quality Data to Drive success
*Summative Evaluation: (Year-End)	Chancery, summary reports, and assessment data

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
Parent and student surveys will reflect satisfaction with campus culture	Wheatley will be a welcoming and inviting campus	Wheatley staff and teachers	Parent surveys, student online HUB surveys	August 2019 – May 2020	Meet 95% survey participation Meet 90% satisfaction rate on surveys
Student participation in clubs will increase student attendance to school	Engage scholars in the campus	Teachers and staff	Teachers, folklorico skirts, craft materials, tech equipment	August 2019 – May 2020	Meet attendance goal of 94%
Provide wraparound services, thinkery, counseling, and restorative circles to support those scholars with excessive absences	Teachers and Staff will connect with at-risk students	Spruiell, Wraparound Resource Specialist Melodee Thomas, IAT Chair, Dr. Allen, counselors, grade level administrator	Purple Data Dashboard Sign Now	August 2019 – May 2020	Decrease ISS, OSS and meet 94% attendance goal
Celebrate attendance achievement with 3 week goals	Motivate attendance and arrival to school at 8:30 start time.	Rose Ross Grade level administrators Attendance committee	Tangible Items Tickets for items at lunch (hot Cheetos, honey buns, etc.)	August 2019 – May 2020	Meet attendance goal of 94%

Improve Safety, Public Support, and Confidence:

Student Discipline: Reducing Disproportionality in Out of School Suspension as it relates to race or sex

*Goal:	To ensure all faculty, staff and students have a safe and support school environment.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	School Climate, Family and Community Engagement
*Summative Evaluation: (Year-End)	To impact school climate by reducing the number of level 3 infraction by 20%

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
Reduce Teen violence, gun violence and increase conflict resolution	Teen and Police course is embedded in the school day	All	General Funds for materials and supplies	August 2019 – May 2020	Chancery data for violent incidents and course performance
Educate scholars on the different types of mental health	1. Mental Health First Aid Legacy Health Clinic 5 th Ward	All	N/A	December 2018	Purple Data Dashboard
Educate scholars and staff on restorative practices	Implement Restorative In-School Suspension system	All	N/A	August 2019 – May 2020	Documentation of mediations by assigned staff and Chancery data for In-School Suspensions
Institute discipline procedures to reduce discipline infractions that	1. Tiered tardy policy 2. Classroom management support	All	N/A	August 2019 – May 2020	Chancery data for discipline infractions

impact classroom instruction	3. Dress Code expectations 4. Staff supervision for campus safety				
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Improve Safety, Public Support, and Confidence: *Violence Prevention & Safety <i>(Including Drug, Tobacco, Alcohol, Suicide, Bullying, Child Abuse, & Sexual Abuse Prevention as well as Dating Violence Awareness)</i>	
*Goal:	To ensure all faculty, staff and scholars are safe in our school setting and equipped to provide support to all.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	Educate scholar’s awareness and knowledge in the areas of bullying, suicide, substance abuse, child abuse, and dating teen and gun violence.
*Summative Evaluation: (Year-End)	Chancery data and risk-management reports.

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
Educate scholars on the negative impact of substance abuse.	1. Red Ribbon Week Campaign Ever-Fi- Prescription drug safety lessons.	All	\$1,000 General Funds / Title 1	October 2019	1. Surveys Chancery data for drug related incidents.

Help to establish a supportive and safe School climate where all students are equipped with the tools to identify and prevent bullying.	<ol style="list-style-type: none"> 1. Bullying Awareness Campaign Schoolwide assembly/Guest Speaker	All	\$1,500 General Funds / Title	October 2019	<ol style="list-style-type: none"> 1. Counseling Referrals 2. Chancery data for incidents of bullying 3. Restorative Practice/Stay Aware Agreements
Assist scholars in recognizing the warning signs of suicide and empower them to speak up and report it.	<ol style="list-style-type: none"> 1. Suicide hotline cards 2. Mental Health first Aid 3. Say Something campaign Outside referral to LPC/Psychologist	All	\$500 General Funds / Title	April 2020	<ol style="list-style-type: none"> 1. Counselor Referrals/SAF 2. Increased number of Self Referrals Notification and alerts from external communication source
Educate scholars on Student Safety: Teen violence, gun violence and conflict resolution.	<ol style="list-style-type: none"> 1. T.A.P.S 2. Say Something Campaign 3. Restorative Practices Guest Speakers	All	\$1,500 General Funds / Title	May 2020	<ol style="list-style-type: none"> 1. Students participation with the Say Something App 2. Chancery/Purple data for violent related incidents. Decrease in suspensions with violent behavior
Educate scholars on characteristics of healthy and unhealthy relationships.	<ol style="list-style-type: none"> 1. Presentations from outside agencies. 2. Restorative Practices Stay Away Agreements	All	\$1,000 General Funds / Title	April 2020	<ol style="list-style-type: none"> 1. Chancery data on a decrease in nonviolent incidents Counselor referrals
Raise awareness of the unacceptability of child abuse, and promote the notion that stopping	<ol style="list-style-type: none"> 1 Parenting Classes Mandatory CPS reporting	All	\$1,500 General Funds / Title	January 2020	<ol style="list-style-type: none"> 1 Student Follow up 2 Parent participation in classes

child abuse is everyone's responsibility.					
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Improve Safety, Public Support, and Confidence: *Parent and Community Involvement

*Goal:	To have a 25% increase of the number of parents participating in parent university and other family nights.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Expanding Educational Opportunities • Ensuring Student Health, Safety and Well-Being • Transforming Academic Outcomes • Increasing Organizational Efficiency • Cultivating Team HISD Talent
*Summative Evaluation: (Year-End)	Surveys/ Data from sign in sheets

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
15% Increase parent and community participation.	Host Community Fairs, Parent Groups and Seminars Outreach endeavors	Wraparound, ALL	Community Partnerships, Food, Flyers, Posters, Gifts cards, and Metro Cards.	May 2010- ongoing	Utilization of feedback forms.
Enhance accessibility to community programs for parents	Partner with more community organization to bring various services to the campus.	Wraparound, ALL, Community Organizations	Community Partnerships, HISD Vouchers.	May 2010- ongoing	Assessment of provider reports.

Enhance knowledge and student awareness about Health and Wellness topics	Provide more documentation and resources for students. Connect student to school-based organizations which focuses on the aforementioned topics, as well as promote positive interactions.	Wraparound, All, Community Organizations	Brochures, books, and referrals.	May 2010- ongoing	Utilize Purplesense and monitor data on school based programs.
Enhance the self-esteem of the scholars	Create more positive, enlightening and enjoyable events for students as co-curriculum activities.		T-shirts for fundraisers, Prizes for contests, gifts for most improved students snacks/ food for events, giveaways	May 2010- ongoing	Utilize Purplesense and monitor data on school based programs.

Improve Safety, Public Support, and Confidence: *Coordinated Health Program (ES, MS and K-8 Campuses)	
*Goal:	To ensure that any students that are need medical needs are serviced i.e.. glass, physicals, asthma management
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Increase parent contact • Health Screening • Mental Health Screening
*Summative Evaluation: (Year-End)	100% of the students have current immunizations; 75% of student return consent forms for Burbank Clinic and Vision Partnership.

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
Based on vision screening 50% of students that require glass will participate in Vision Partnership	Contact parents of students that have failed the vision screening	Nurse	Bus;	Sept.- Dec.	Number of students consent forms completed and the number of students that actually participate in vision program
Based on health screening 75% of student will receive need medical services from Burbank Clinic	Contact parents to inform them of the resource the clinic can provide	Nurse	Bus	Sept. - May	Number of students that return consent forms
100% Immunizations complete		Nurse	School data base	Sept. - May	Number of students with immunization record on file

Special Populations: *Special Ed., Gifted and Talented, English Learners, Economically Disadvantaged, Dyslexia, At-Risk, etc.	
*Goal:	To meet academic achievement and growth targets in Domain 3 for special education, English Language Learners, and Economically Disadvantaged scholars. Additionally, we will meet TELPAS target of 42%.
Strategic Priority Alignment: *Expanding Educational Opportunities *Ensuring Student Health, Safety and Well-Being *Transforming Academic Outcomes *Increasing Organizational Efficiency *Cultivating Team HISD Talent	<ul style="list-style-type: none"> • Master schedule includes embedded time and resources for Tier 2, Tier 3 and Dyslexic students' interventions. • Case Managers will be trained on properly documenting graduation coding for special education students. • The Special Education Department will be at 100% compliance with coding students for graduation in Chancery. • Students on the Unique Curriculum will be administered the STAAR ALT 2 released test during the same time that General Ed is administering their DLA or Snapshots. • Improve Academic Performance of EL students in course work • Align writing goals with TELPAS rubric Align Speaking and listening goals with the TELPAS rubric • Improvement of EL performance on TELPAS • Improve Academic Performance of EL students on ELA, Biology, Algebra, and U.S. History EOC

	Improve Academic Performance of Special Education students in academic course work and on EOC
*Summative Evaluation: (Year-End)	<ul style="list-style-type: none"> • Achievement of 50% > of EL students will exhibit one year of academic growth on TELPAS • Beginning ELs will improve overall student performance on the ELA I and ELA II EOC: 50% Approaches level, 20% Meets level, and 10% Masters level • Intermediate ELs will improve overall student performance on the ELA I and ELA II EOC: 60% Approaches level, 20% Meets level, and 10% Masters level • Advanced ELs will improve overall student performance on the ELA I and ELA II EOC: 60% Approaches level, 40% Meets level, and 10% Masters level • Advanced High ELs will improve overall student performance on the ELA I and ELA II EOC: 70% Approaches level, 50% Meets level, and 20% Masters level • Re-testers will improve overall performance on the ELA I and II EOC: 45% reaching Approaches Level

*Measurable Objective	*Strategy	*Title of Staff Member Responsible	*Resources – include funding sources (i.e. GT, Title 1, State Comp. Ed., Bilingual/ESL, Special Ed., CTE, etc.) (Add dollar amounts)	*Timeline	*Formative Evaluation
90% of Identified dyslexic students will receive individualized services pertaining to their comprehensive dyslexic level.	The campus aligns intervention personnel and resources for students' targeted deficit skill(s).	Dyslexia Specialist	Neuhaus/Instructional Material 504 Funds	September-May	90% of Identified dyslexic students will receive individualized services pertaining to their comprehensive dyslexic level.

All Special Education Case Managers will receive training on Graduation ARDs, Graduation Coding, and procedures on submitting documentation to Mrs. Green.	The Special Education Dept. will hold PLC's to facilitate on-going training for graduation procedures and coding.	Special Education Dept. Chair	Special Education	September - May	All Special Education Case Managers will receive training on Graduation ARDs, Graduation Coding, and procedures on submitting documentation to Mrs. Green.
100% of special education students graduation coding will be documented correctly in Chancery.	The Special Ed. Department Chair, Registrar, and Case Managers will collaborate to make sure that the correct graduation coding is documented in the ARD/IEP as well as in Chancery.	Special Education Dept. Chair and Registrar	Special Education	September - May	100% of special education students graduation coding will be documented correctly in Chancery.
Students on the Unique Curriculum will be administered the STAAR ALT 2 released test during the same time that General Ed. Is administering their DLA's or Snapshots.	The Special Ed. Department Chair, SLL, and PSI teachers will meet to discuss planning for a				Students on the Unique Curriculum will be administered the STAAR ALT 2 released test during the same time that General Ed. Is administering their DLA's or Snapshots.
Teachers will correctly identify each of their EL student and adjust lessons accordingly	Teachers will analyze EL data for their students and identify the EL level and supports required for that level of EL	All teachers with the support of administration and the multi-lingual department	- 2019 TELPAS scores and access to writing - RTI handbook by Seidlitz ELPS flip book	Sept 2019 – Apr 2020	<ul style="list-style-type: none"> • PLC data talks • Use of ELPS on lesson plans Monitoring of EL student progress
Students will demonstrate achievement on tasks by knowing which	Teacher Collaboration for student Designated Support Assignments/Allocations	ELA Team (Teachers and Administrators, TDS, Instructional Coach	- Designated supports per content (dictionaries, other designated supports) - PLC Documentation	Sept 2019 – Apr 2020	<ul style="list-style-type: none"> • Progress monitoring • EOC performance

designated support to use and correctly use it with the appropriate task			- Department developed Collaboration forms		for Spring 2020 Weekly PLC documentation of planning efforts
EL student writing samples will exhibit growth in writing mechanics across the curriculum.	Campus wide writing Initiative: Specific to EL students (target group)	All teachers and Administrators, TDS, Instructional Coach	- TELPAS writing rubric - Writing Portfolio - District Training - Campus support	Aug 2019- Feb 2020	<ul style="list-style-type: none"> • Writing samples in writing portfolio TELPAS Spring 2020
Student writing samples in ELA, Math, Science, Social Studies will exhibit growth in writing mechanics across the curriculum.	Campus wide writing initiative with scoring rubrics (content specific and TELPAS rubrics)	All teachers, Instructional Coach	<ul style="list-style-type: none"> • Content Specific rubrics • TELPAS rubric • Writing Portfolios 	Aug 2019- Feb 2020	<ul style="list-style-type: none"> • Writing samples in writing portfolio • PLC writing data talks • TELPAS Spring 2020
Teachers will use rubrics to provide specific feedback to student writing. Students will demonstrate improvement in writing based on teacher feedback.	Campus-wide feedback to student writing using rubrics	All teachers with the support of administration, instructional specialist, and TDS	<ul style="list-style-type: none"> • Feedback rubric • Monitoring form 	Aug 2019- Feb 2020	<ul style="list-style-type: none"> • Writing samples in writing portfolio • PLC writing data talks • TELPAS Spring 2020 •
Teachers will integrate structured conversations and opportunities for	Campus-wide integration of routines to require speaking and listening (TELPAS	All teachers with the support of administration, instructional specialist, and TDS	<ul style="list-style-type: none"> • TELPAS speaking and listening rubrics • Digital recording devices 	Aug 2019- May 2020	<ul style="list-style-type: none"> • PLC data talks • Weekly ESOL recording

students to record monologues. Students will demonstrate progress in speech and listening skills	speaking and listening rubrics)		<ul style="list-style-type: none"> • Monitoring form • 		<ul style="list-style-type: none"> • Recordings from all contents • TELPAS 2020
Newly enrolled ELL Students are given the online <i>LAS Links Form A</i> to provide diagnostic data of knowledge.	Identification of new EL enrollees and newly identified students	<ul style="list-style-type: none"> • Registrar • SIR LPAC Committee Members	<ul style="list-style-type: none"> • Campus Data Management • Blue Cards, Red folders 	Aug 2019- MAY 2020	Daily check-ins with offices, testing 2 nd and 4 th week of the month <ul style="list-style-type: none"> •



Root Cause

1

Students enter high school with a minimum 2 year reading deficit. Students without a SRI level of 880 have difficulty meeting EOC standards.

2

Index 1: Special education student group was 19% below "All Students."

ELL student group performance was 22% below "All Students."

3

Index 4: A 25.9% decrease for "All Students" in the Postsecondary Component. A 16.4% decrease for "All Students" graduating on RHSP/DAP/FHSP/E/DLA

Will use Universal Screener through Renaissance 360 to determine and establish baseline performance data and evaluate the TEKs in companion to Lexile level for strategic instruction through Imagine Learning and Achieve 3000 instructional support software with anticipated outcomes of 1.41 years growth experience.

- A bilingual teacher strategically placed in every EOC tested subject.
- Q-TEL and SIOP implemented for all ELA classes.
- Inclusion teacher for all EOC tested core subjects.
- Case load for all SPED students
- Scaffold and differentiated collaborative planning for special pops

Administrator supervising Index 4 will meet with special education campus leaders to ensure students are graduating on appropriate graduation plan. Actively address and promote enrollment in advanced academics. Implement specific supports for teachers and students to assist with study habits and increased success in classes.

Supports Received by Achieve 180

- Accountability Seminar
- Achieve 3000
- Admin Training
 - Dr. Chris Emdin
 - Dr. Alfred Tatum
- Administrative Support
- CHAMPS Training
- Classroom Libraries
- Customized Literacy PD
- Customized PD Sessions
- Data Protocols
- Demonstration Schools Pairing
- Dedicated Associate Teachers
- Distance Learning/Westside
- FACE Specialist
- Imagine Learning
- IAT Manager
- Imagine Math
- Instructional Rounds
- Literacy Empowered/PowerUp
- Multilingual and SPED Support
- On Track
- SIOP Training
- Superintendents' Schools
- Targeted Assistance Funds
- Teacher Development Specialists
- Universal screeners
- Wednesday Extended Day PDs.

Problem Statements

Solutions

Wheatley HS

School Turnaround Plan



October 10, 2017

Impact on Students

Our intensive instructional plan will address the following:

Impact 1 - Teacher Support	Impact 2 - Leadership	Impact 3- Master Schedule Interventions	Impact 4-District Resources
<ul style="list-style-type: none"> All EOC teachers have PLC period and conference Demonstration school collaborative Distance learning collaborative Strategic tutorials and intentional scheduling (specialists) Hour Lunch – Teachers work with individual students for intervention and PBL in Learning Commons Literacy Empowered – Laptops daily with engaging lessons Teacher instructional walks – staff comradery Enrichment Wednesday For Professional Staff 	<ul style="list-style-type: none"> All EOC tested subjects have a bilingual teacher. All four instructional specialists – true support model. Math: Two new algebra teachers with experience with TI Nspire calculators. English: New ESL teacher and reading teacher (Hiring another reading teacher). Science: Three new teachers Social Studies: One additional composite teacher to relieve overcrowding 	<ul style="list-style-type: none"> Content specialists small group focus and prescriptive tutorials, Strategic Math/ Reading Classes Creative Writing Class Reading and writing across the curriculum. Visible Learning – effect sizes that yield high student achievement measures. Newcomer Orientation Momentum Academy Credit Recovery Support Groups – Substance Abuse, Depression Bipolar Support Alliance, Circle of Men, Peer mentoring group, anger management, Teen pregnancy 	<ul style="list-style-type: none"> Universal Screener Achieve 3000 Imagine Learning Renaissance 360 Multilingual and SPED weekly support from district, focus on inclusion teachers and instructional strategies. New Teacher Coach-experienced administrator TDS for English and math on campus full-time 4 days a week. Counselor Nurse Librarian Tier 2 support High School Collaborative Tier 3 support Distance Learning A180 Support

Wraparound Services offered at our campus:

- My Brother's Keeper
- Fifth Ward Enrichment
- Eyes on Me
- LEGACI – UH Minority Male Recruitment
- TAPS
- Community in Schools (CIS)
- Wraparound Service Provide
- Truancy Officer
- Prevention Intervention Court Liaison
- Mt. Corinth Church



For more information please call **713.671.3900**
Math: Marie Adams **Literacy:** Marquita Hobson **Science:** Jerald Montgomery

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2018-19 Campus STAAR Performance

District Name: HOUSTON ISD
 Campus Name: WHEATLEY H S
 Campus Number: 101912018

Total Students: 873
 Grade Span: 09 - 12
 School Type: High School

State	District	Campus	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Econ Disadv	EL (Current & Monitored)
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STAAR Performance Rates by Tested Grade, Subject, and Performance Level

End of Course English I

At Approaches Grade Level or Above	2019	68%	59%	38%	46%	29%	-	*	-	-	*	23%	36%	40%	34%	38%	24%
	2018	65%	54%	35%	41%	29%	*	-	-	-	*	22%	17%	37%	30%	38%	30%
At Meets Grade Level or Above	2019	50%	41%	19%	24%	13%	-	*	-	-	*	11%	9%	20%	18%	19%	10%
	2018	44%	34%	13%	15%	11%	*	-	-	-	*	12%	0%	15%	10%	13%	11%
At Masters Grade Level	2019	11%	9%	1%	1%	1%	-	*	-	-	*	3%	0%	1%	0%	1%	0%
	2018	7%	7%	1%	1%	1%	*	-	-	-	*	4%	0%	1%	0%	1%	1%

End of Course English II

At Approaches Grade Level or Above	2019	68%	60%	39%	46%	32%	-	*	*	-	*	20%	33%	43%	27%	37%	22%
	2018	67%	55%	45%	52%	38%	-	-	-	*	-	26%	40%	44%	48%	47%	26%
At Meets Grade Level or Above	2019	49%	41%	19%	25%	13%	-	*	*	-	*	15%	17%	22%	10%	19%	6%
	2018	48%	37%	22%	27%	17%	-	-	-	*	-	18%	0%	22%	20%	22%	9%
At Masters Grade Level	2019	8%	7%	2%	1%	2%	-	*	*	-	*	8%	0%	2%	2%	2%	0%
	2018	8%	6%	3%	2%	3%	-	-	-	*	-	10%	0%	4%	0%	3%	2%

End of Course Algebra I

At Approaches Grade Level or Above	2019	85%	76%	69%	70%	68%	-	*	-	-	*	52%	71%	69%	70%	69%	64%
	2018	83%	73%	62%	71%	54%	*	-	-	-	*	45%	60%	63%	60%	66%	61%
At Meets Grade Level or Above	2019	61%	48%	34%	41%	26%	-	*	-	-	*	22%	29%	37%	30%	33%	17%
	2018	55%	42%	24%	28%	20%	*	-	-	-	*	14%	20%	26%	19%	26%	22%
At Masters Grade Level	2019	37%	29%	17%	22%	11%	-	*	-	-	*	9%	14%	18%	16%	16%	9%
	2018	32%	25%	5%	8%	2%	*	-	-	-	*	3%	0%	5%	4%	5%	2%

End of Course Biology

At Approaches Grade Level or Above	2019	88%	81%	67%	76%	58%	-	*	*	-	*	60%	75%	69%	64%	66%	53%
	2018	87%	77%	56%	61%	51%	*	-	-	*	*	33%	*	57%	54%	57%	52%
At Meets Grade Level or Above	2019	62%	50%	27%	34%	21%	-	*	*	-	*	17%	25%	28%	26%	27%	11%
	2018	59%	45%	15%	18%	12%	*	-	-	*	*	11%	*	15%	15%	16%	8%
At Masters Grade Level	2019	25%	19%	7%	10%	4%	-	*	*	-	*	6%	13%	8%	5%	7%	2%
	2018	24%	17%	3%	2%	3%	*	-	-	*	*	3%	*	3%	2%	3%	1%

End of Course U.S. History

At Approaches Grade Level or Above	2019	93%	89%	78%	88%	69%	-	*	*	-	-	42%	*	75%	84%	77%	64%
	2018	92%	86%	76%	77%	74%	-	-	*	-	-	40%	-	75%	78%	75%	55%
At Meets Grade Level or Above	2019	73%	66%	43%	60%	27%	-	*	*	-	-	24%	*	45%	38%	43%	21%
	2018	70%	61%	37%	43%	30%	-	-	*	-	-	14%	-	33%	47%	37%	11%
At Masters Grade Level	2019	45%	38%	13%	16%	11%	-	*	*	-	-	7%	*	14%	13%	13%	4%
	2018	40%	33%	13%	15%	10%	-	-	*	-	-	9%	-	13%	12%	12%	4%

All Grades All Subjects

At Approaches Grade Level or Above	2019	78%	72%	55%	62%	47%	-	33%	*	-	80%	37%	57%	56%	52%	54%	40%
	2018	77%	70%	52%	58%	46%	*	-	*	*	*	33%	30%	53%	50%	54%	43%
At Meets Grade Level or Above	2019	50%	44%	27%	34%	19%	-	17%	*	-	60%	17%	23%	29%	23%	26%	12%
	2018	48%	42%	21%	25%	17%	*	-	*	*	*	13%	5%	21%	19%	21%	12%
At Masters Grade Level	2019	24%	21%	7%	9%	5%	-	0%	*	-	20%	6%	9%	7%	6%	7%	2%

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2018-19 Campus STAAR Performance

District Name: HOUSTON ISD
Campus Name: WHEATLEY H S
Campus Number: 101912018

Total Students: 873
Grade Span: 09 - 12
School Type: High School

		State	District	Campus	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Econ Disadv	EL (Current & Monitored)
All Grades ELA/Reading	2018	22%	19%	4%	5%	3%	*	-	*	*	*	5%	0%	4%	3%	4%	2%
At Approaches Grade Level or Above	2019	75%	69%	38%	46%	31%	-	*	*	-	*	21%	35%	42%	31%	37%	23%
	2018	74%	66%	39%	46%	33%	*	-	-	*	*	24%	27%	40%	38%	42%	28%
At Meets Grade Level or Above	2019	48%	42%	19%	25%	13%	-	*	*	-	*	13%	12%	21%	14%	19%	8%
	2018	46%	40%	17%	21%	14%	*	-	-	*	*	14%	0%	18%	14%	17%	10%
At Masters Grade Level	2019	21%	19%	1%	1%	1%	-	*	*	-	*	5%	0%	1%	1%	1%	0%
	2018	19%	18%	2%	1%	2%	*	-	-	*	*	6%	0%	2%	0%	2%	1%
All Grades Mathematics																	
At Approaches Grade Level or Above	2019	82%	77%	69%	70%	68%	-	*	-	-	*	52%	71%	69%	70%	69%	64%
	2018	81%	76%	62%	71%	54%	*	-	-	-	*	45%	60%	63%	60%	66%	61%
At Meets Grade Level or Above	2019	52%	47%	34%	41%	26%	-	*	*	-	*	22%	29%	37%	30%	33%	17%
	2018	50%	45%	24%	28%	20%	*	-	-	-	*	14%	20%	26%	19%	26%	22%
At Masters Grade Level	2019	26%	25%	17%	22%	11%	-	*	-	-	*	9%	14%	18%	16%	16%	9%
	2018	24%	23%	5%	8%	2%	*	-	-	-	*	3%	0%	5%	4%	5%	2%
All Grades Science																	
At Approaches Grade Level or Above	2019	81%	74%	67%	76%	58%	-	*	*	-	*	60%	75%	69%	64%	66%	53%
	2018	80%	72%	56%	61%	51%	*	-	-	*	*	33%	*	57%	54%	57%	52%
At Meets Grade Level or Above	2019	54%	45%	27%	34%	21%	-	*	*	-	*	17%	25%	28%	26%	27%	11%
	2018	51%	41%	15%	18%	12%	*	-	-	*	*	11%	*	15%	15%	16%	8%
At Masters Grade Level	2019	25%	19%	7%	10%	4%	-	*	*	-	*	6%	13%	8%	5%	7%	2%
	2018	23%	18%	3%	2%	3%	*	-	-	*	*	3%	*	3%	2%	3%	1%
All Grades Social Studies																	
At Approaches Grade Level or Above	2019	81%	75%	78%	88%	69%	-	*	*	-	-	42%	*	75%	84%	77%	64%
	2018	78%	72%	76%	77%	74%	-	-	*	-	-	40%	-	75%	78%	75%	55%
At Meets Grade Level or Above	2019	55%	48%	43%	60%	27%	-	*	*	-	-	24%	*	45%	38%	43%	21%
	2018	53%	45%	37%	43%	30%	-	-	*	-	-	14%	-	33%	47%	37%	11%
At Masters Grade Level	2019	33%	27%	13%	16%	11%	-	*	*	-	-	7%	*	14%	13%	13%	4%
	2018	31%	25%	13%	15%	10%	-	-	*	-	-	9%	-	13%	12%	12%	4%

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2018-19 Campus Progress

Total Students: 873
Grade Span: 09 - 12
School Type: High School

District Name: HOUSTON ISD
Campus Name: WHEATLEY H S
Campus Number: 101912018

		State	District	Campus	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Econ Disadv	EL (Current & Monitored)
School Progress Domain - Academic Growth Score by Grade and Subject																	
End of Course English II	2019	69	69	59	63	54	-	*	-	-	*	52	*	60	57	58	45
	2018	67	63	61	54	67	-	-	-	-	-	57	*	60	62	62	61
End of Course Algebra I	2019	75	68	63	63	62	-	-	-	-	*	44	*	61	67	62	56
	2018	72	63	54	59	48	*	-	-	-	*	38	*	55	51	54	56
All Grades Both Subjects	2019	69	68	61	63	57	-	*	-	-	*	48	57	60	62	60	50
	2018	69	68	57	56	58	*	-	-	-	*	47	*	58	56	59	59
All Grades ELA/Reading	2019	68	68	59	63	54	-	*	-	-	*	52	*	60	57	58	45
	2018	69	69	61	54	67	-	-	-	-	-	57	*	60	62	62	61
All Grades Mathematics	2019	70	68	63	63	62	-	-	-	-	*	44	*	61	67	62	56
	2018	70	68	54	59	48	*	-	-	-	*	38	*	55	51	54	56

District Name: HOUSTON ISD
 Campus Name: WHEATLEY H S
 Campus Number: 101912018

TEXAS EDUCATION AGENCY
 Texas Academic Performance Report
 2018-19 Campus STAAR Performance
 Bilingual Education/English as a Second Language

Total Students: 873
 Grade Span: 09 - 12
 (Current EL Students)

	State	District	Campus	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL	ESL Content	ESL Pull-Out	LEP No Services	LEP with Services	Total EL
STAAR Performance Rate by Subject and Performance Level														
All Grades All Subjects														
At Approaches Grade Level or Above	2019	78%	72%	55%	-	-	-	-	35%	*	35%	0%	35%	34%
	2018	77%	70%	52%	-	-	-	-	34%	-	34%	80%	34%	35%
At Meets Grade Level or Above	2019	50%	44%	27%	-	-	-	-	6%	*	6%	0%	6%	6%
	2018	48%	42%	21%	-	-	-	-	4%	-	4%	50%	4%	5%
At Masters Grade Level	2019	24%	21%	7%	-	-	-	-	1%	*	1%	0%	1%	1%
	2018	22%	19%	4%	-	-	-	-	1%	-	1%	0%	1%	1%
All Grades ELA/Reading														
At Approaches Grade Level or Above	2019	75%	69%	38%	-	-	-	-	19%	*	19%	*	19%	18%
	2018	74%	66%	39%	-	-	-	-	20%	-	20%	60%	20%	21%
At Meets Grade Level or Above	2019	48%	42%	19%	-	-	-	-	4%	*	4%	*	4%	4%
	2018	46%	40%	17%	-	-	-	-	3%	-	3%	60%	3%	4%
At Masters Grade Level	2019	21%	19%	1%	-	-	-	-	0%	*	0%	*	0%	0%
	2018	19%	18%	2%	-	-	-	-	1%	-	1%	0%	1%	1%
All Grades Mathematics														
At Approaches Grade Level or Above	2019	82%	77%	69%	-	-	-	-	60%	-	60%	-	60%	60%
	2018	81%	76%	62%	-	-	-	-	53%	-	53%	*	53%	54%
At Meets Grade Level or Above	2019	52%	47%	34%	-	-	-	-	11%	-	11%	-	11%	11%
	2018	50%	45%	24%	-	-	-	-	13%	-	13%	*	13%	14%
At Masters Grade Level	2019	26%	25%	17%	-	-	-	-	7%	-	7%	-	7%	7%
	2018	24%	23%	5%	-	-	-	-	1%	-	1%	*	1%	1%
All Grades Science														
At Approaches Grade Level or Above	2019	81%	74%	67%	-	-	-	-	47%	*	48%	*	47%	46%
	2018	80%	72%	56%	-	-	-	-	42%	-	42%	*	42%	44%
At Meets Grade Level or Above	2019	54%	45%	27%	-	-	-	-	6%	*	6%	*	6%	6%
	2018	51%	41%	15%	-	-	-	-	0%	-	0%	*	0%	1%
At Masters Grade Level	2019	25%	19%	7%	-	-	-	-	0%	*	0%	*	0%	0%
	2018	23%	18%	3%	-	-	-	-	0%	-	0%	*	0%	0%
All Grades Social Studies														
At Approaches Grade Level or Above	2019	81%	75%	78%	-	-	-	-	58%	-	58%	*	58%	57%
	2018	78%	72%	76%	-	-	-	-	46%	-	46%	-	46%	46%
At Meets Grade Level or Above	2019	55%	48%	43%	-	-	-	-	12%	-	12%	*	12%	11%
	2018	53%	45%	37%	-	-	-	-	3%	-	3%	-	3%	3%
At Masters Grade Level	2019	33%	27%	13%	-	-	-	-	2%	-	2%	*	2%	2%
	2018	31%	25%	13%	-	-	-	-	3%	-	3%	-	3%	3%
School Progress Domain - Academic Growth Score														
All Grades Both Subjects	2019	69%	68%	61%	-	-	-	-	46%	*	47%	*	46%	47%
	2018	69%	68%	57%	-	-	-	-	56%	-	56%	*	56%	55%
All Grades ELA/Reading	2019	68%	68%	59%	-	-	-	-	46%	*	48%	*	46%	48%
	2018	69%	69%	61%	-	-	-	-	60%	-	60%	*	60%	59%
All Grades Mathematics	2019	70%	68%	63%	-	-	-	-	45%	-	45%	-	45%	45%
	2018	70%	68%	54%	-	-	-	-	50%	-	50%	*	50%	50%

ACHIEVE 180

The **ACHIEVE 180** initiative is a research-based action plan to support, strengthen, and empower underserved and underperforming HISD feeder pattern communities to increase student achievement. Best practices from successful school turnaround initiatives, including effective teachers, strong principal leadership, and an environment of high expectations for both students and staff, were incorporated into the plan's Guiding Pillars. The six Guiding Pillars for **ACHIEVE 180** provide the strategic framework for the transformational work that will be done at 45 schools within and throughout targeted feeder patterns. In total, **ACHIEVE 180** is expected to impact nearly 2,000 teachers and more than 30,000 students and their families.



LEADERSHIP EXCELLENCE

a highly effective principal in every school



TEACHER EXCELLENCE

an effective team of teachers at every school



INSTRUCTIONAL EXCELLENCE

an effective, aligned, differentiated, and rigorous lesson in every classroom



SCHOOL DESIGN

a school day and school environment designed for student progress and achievement



SOCIAL & EMOTIONAL LEARNING SUPPORT

a menu of social and emotional supports tailored to each campus and community



FAMILY & COMMUNITY EMPOWERMENT

family and community members are partners in education

ACHIEVE186

UNDERSERVED AND UNDERPERFORMING SCHOOLS RECEIVING SUPPORT

ELEMENTARY SCHOOLS & EARLY CHILDHOOD CENTERS

Belfort Early Childhood Center
Blackshear Elementary School *
Bonham Elementary School
Bruce Elementary School
C. Martinez Elementary School
Cook Elementary School
Dogan Elementary School*
Foerster Elementary School
Fondren Elementary School
Gallegos Elementary School
Highland Heights Elementary School*
Hilliard Elementary School
Lewis Elementary School
Looscan Elementary School
Kashmere Gardens Elementary School
Mading Elementary School*
Montgomery Elementary School
Pugh Elementary School
Stevens Elementary School
Wesley Elementary School*
Young Elementary School

ONLINE SCHOOLS (3RD-12TH GRADE)

Texas Connections Academy

MIDDLE SCHOOLS & K-8 SCHOOLS

Attucks Middle School
Cullen Middle School
Edison Middle School
Forest Brook Middle School
Gregory-Lincoln Education Center
Henry Middle School*
High School Ahead Middle School
Key Middle School
Lawson Middle School
Victory Prep K-8 Academy
Woodson PK-8*

HIGH SCHOOLS

Kashmere High School*
Liberty High School
Madison High School
Milby High School
North Forest High School
Sharpstown High School
Victory Prep South
Washington High School
Westbury High School
Wheatley High School*
Worthing High School*
Yates High School

*One of 10 designated “**Superintendent Schools**” that have been Improvement Required for five or more years.

Secondary Teacher Development Specialists (TDS) School Support Visits

Achieve 180 Campus		# TDS Support Visits	# Meetings w/ Professional Learning Communities
Attucks MS		89	27
Cullen MS		113	29
Edison MS		93	42
Forest Brook MS		103	36
Gregory-Lincoln K-8		99	26
Henry MS		191	107
HS Ahead MS		43	10
Kashmere HS		342	181
Key MS		124	62
Lawson MS		150	34
Liberty HS		13	1
Madison HS		150	50
Milby HS		113	59
North Forest HS		177	69
Sharpstown HS		72	12
Texas Connections Academy		0	0
Victory Prep K-8		30	7
Victory Prep South		28	0
Washington HS		131	25
Westbury HS		174	85
Wheatley HS		225	68
Woodson K-8		161	38
Worthing HS		140	47
Yates HS		97	27
TOTALS		2,858	1,042

Source: HISD Secondary Curriculum, 2017–2018, Addendum 2: A180 EOY Secondary Curriculum, p. 1

Note: Victory Prep K–8 closed and is no longer an Achieve 180 Program school.

Table G-1: Achieve3000® Participation Rates at Achieve 180 Program Middle and High Schools, 2017–2018									
Achieve 180 Program Treatment Group	Total Enrolled	No Activities Recorded	1 Activity	2 to 5 Activities	6 to 10 Activities	11 to 20 Activities	21 to 40 Activities	More Than 40 Activities	Pre- and Post-Test Lexile Measure
All Achieve 180 Groups	16,198	3,707	1,435	2,977	2,338	2,724	2,254	763	6,435
	%	23%	9%	18%	14%	17%	14%	5%	40%
Superintendent's Schools	3,156	986	350	648	476	472	176	48	850
	%	31%	11%	21%	15%	15%	6%	2%	27%
Henry MS	662	268	152	128	53	34	18	9	48
	%	40%	23%	19%	8%	5%	3%	1%	7%
Kashmere HS	677	118	33	107	153	165	83	18	323
	%	17%	5%	16%	23%	24%	12%	3%	48%
Wheatley HS	897	241	93	255	143	117	40	8	225
	%	27%	10%	28%	16%	13%	4%	1%	25%
Woodson PK-8	296	30	19	72	72	59	31	13	123
	%	10%	6%	24%	24%	20%	10%	4%	42%
Worthing HS	624	329	53	86	55	97	4	0	131
	%	53%	8%	14%	9%	16%	1%	0%	21%
Primary Group	4,363	1,064	420	886	596	683	490	224	1,616
	%	24%	10%	20%	14%	16%	11%	5%	37%
Attucks MS	521	41	35	134	144	122	39	6	225
	%	8%	7%	26%	28%	23%	7%	1%	43%
Sharpstown HS	1,686	170	94	179	236	416	475	116	961
	%	10%	6%	11%	14%	25%	28%	7%	57%
Secondary Group	2,207	211	129	313	380	538	514	122	1,186
	%	10%	6%	14%	17%	24%	23%	6%	54%
Edison MS	444	123	85	138	40	16	26	16	66
	%	28%	19%	31%	9%	4%	6%	4%	15%
Forest Brook MS	624	342	80	119	50	17	15	1	71
	%	55%	13%	19%	8%	3%	2%	0%	11%
High School Ahead Acad MS	199	63	28	53	27	22	5	1	39
	%	32%	14%	27%	14%	11%	3%	1%	20%
Key MS	525	370	75	56	12	10	2	0	10
	%	70%	14%	11%	2%	2%	0%	0%	2%
Liberty HS	338	140	57	93	40	5	1	2	33
	%	41%	17%	28%	12%	1%	0%	1%	10%
Milby HS	1,546	77	40	195	244	385	430	175	1,078
	%	5%	3%	13%	16%	25%	28%	11%	70%
V Prep South	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Westbury HS	2,295	191	116	348	358	522	586	174	1,342
	%	8%	5%	15%	16%	23%	26%	8%	58%
Yates HS	501	140	55	128	115	54	9	0	144
	%	28%	11%	26%	23%	11%	2%	0%	29%
Tertiary Group	6,472	1,446	536	1,130	886	1,031	1,074	369	2,783
	%	22%	8%	17%	14%	16%	17%	6%	43%
Cullen MS	466	52	22	94	70	84	80	64	162
	%	11%	5%	20%	15%	18%	17%	14%	35%
Gregory-Lincoln PK-8	223	112	33	60	14	4	0	0	18
	%	50%	15%	27%	6%	2%	0%	0%	8%
Lawson MS	467	318	63	70	12	2	1	1	18
	%	68%	13%	15%	3%	0%	0%	0%	4%
Madison HS	1,483	278	109	281	228	260	217	110	597
	%	19%	7%	19%	15%	18%	15%	7%	40%
North Forest HS	978	134	73	162	154	239	169	47	591
	%	14%	7%	17%	16%	24%	17%	5%	60%
Texas Connections (TCAH)	13	6	1	5	0	1	0	0	3
	%	46%	8%	38%	0%	8%	0%	0%	23%
Washington HS	733	164	119	214	118	93	23	2	227
	%	22%	16%	29%	16%	13%	3%	0%	31%

Source: Achieve3000 Student Data, 2017–2018, accessed on 4/31/2018

Note: Percentages may not total 100 due to rounding.

Table G-4: AP Insight Classes and Number of Assignments Created by Subject, January 8 and February 20, 2018					
School	Subject	Jan. 8, 2018		Feb. 20, 2018	
		Class Created	# Assignments Created	Class Created	# Assignments Created
Superintendent's Schools Total		4	1	4	1
Kashmere HS	AP Calculus	Yes	0	Yes	0
Kashmere HS	AP US History	No	0	No	0
Kashmere HS	AP World History	Yes	0	Yes	0
Wheatley HS	AP Biology	No	0	No	0
Wheatley HS	AP US History	No	0	No	0
Wheatley HS	AP World History	Yes	1	Yes	1
Worthing HS	AP Chemistry	No	0	No	0
Worthing HS	AP US History	No	0	No	0
Worthing HS	AP World History	Yes	0	Yes	0
Primary Group Total		8	16	7	16
Madison HS	AP Calculus	No	0	No	0
Madison HS	AP Chemistry	No	0	No	0
Madison HS	AP US History	Yes	0	Yes	0
Madison HS	AP World History	Yes	0	Yes	0
North Forest HS	AP Biology	Yes	8	Yes	8
North Forest HS	AP Calculus	Yes	4	Yes	4
North Forest HS	AP US History	No	0	No	0
North Forest HS	AP World History	No	0	No	0
Washington HS	AP Biology	Yes	0	No	0
Washington HS	AP Calculus	Yes	0	Yes	0
Washington HS	AP Chemistry	Yes	0	Yes	0
Washington HS	AP US History	Yes	4	Yes	4
Washington HS	AP World History	No	0	No	0
Tertiary Group Total		5	16	5	60
Milby HS	AP Biology	No	0	No	0
Milby HS	AP Calculus	No	0	No	0
Milby HS	AP Chemistry	No	0	No	0
Milby HS	AP US History	No	0	No	0
Milby HS	AP World History	Yes	0	Yes	24
Westbury HS	AP Calculus	Yes	5	Yes	5
Westbury HS	AP Chemistry	Yes	0	Yes	0
Westbury HS	AP US History	No	0	No	0
Westbury HS	AP World History	Yes	8	Yes	28
Yates HS	AP US History	Yes	3	Yes	3
Yates HS	AP World History	No	0	No	0
Yates HS	AP World History	No	0	No	0
Total		17	33	16	77

Source: Advanced Academics, 2017–2018

PowerUp at Achieve180 High Schools

Spring semester report on the assignment of laptops to high school students in A180 schools:

Achieve 180 HS Campus	% of Students Assigned a Laptop	Number of Spare Laptops
Kashmere HS	96.8%	211
Liberty HS	100.0%	83
Madison HS	100.0%	168
Milby HS	98.6%	143
North Forest HS	95.1%	97
Sharpstown HS	98.6%	140
Washington HS	93.3%	64
Westbury HS	97.5%	155
Wheatley HS	92.7%	172
Worthing HS	98.2%	113
Yates HS	95.3%	65

PowerUp Pros

PowerUp Pros was a teacher development opportunity at all Achieve 180 high schools. The purpose of the PowerUp Pros program was to build sustainability within the Campus Instructional Technologists (CIT) and teachers on each campus. Participants were trained on ways to meaningfully integrate technology into their lessons and coach colleagues at their campuses. In addition, participants facilitate PowerUp Super Saturdays and coached teachers during the event.



		<p>Helicopter” team was the overall winner. Students had a great time and look forward to participating again next year.</p> <p>An industry grade 3D printer was purchased for the STEM program to afford students the opportunities to create their own projects such as rocketry components.</p>
<i>Westbury</i>	Establishment of the Certified Nursing Program	<p>Westbury high school has partnered with The Gardens of Bellaire assisted living facility to provide Certified Nurse Aide (CNA) students with over 60 hours of hands-on clinical instruction and interaction with real patients. Upon completing the state-mandated number of clinical and classroom instruction, CNA students will be able to sit for the state certification exam. Students are scheduled to take the exam in late May at Westbury High School’s patient care facilities, which has been approved by Pearson as an active testing site. Upon successful completion of the exam, students will be able to begin working as Certified Nurse Aides.</p>
<i>Wheatley</i>	Establishment of the Prairie View A&M Cohort	<p>The Career and Technical Education department established a relationship with the university in career areas of interest such as Agriculture and Nutrition to form a bridge between students finishing high school and entering college. Houston ISD joined teams from the Prairie View A&M Departments of Agriculture and Human Nutrition to discuss opportunities for partnerships with CTE programming on Houston ISD campuses.</p> <p>Wheatley’s Digital Media program received digital media cameras to further enhance their educational experience with new technology aligned with their CTE programming.</p>
<i>Yates</i>	Arts AV Production Studio	<p>The Career and Education department has provided the Arts AV program with the equipment needs to establish the production studio. Equipment purchases included professional lighting, professional sound equipment, and software needs such as “Just Add Beats” to further enhance the Arts AV production studio and learning environment for students.</p>



- Meet with teachers regularly to provide curriculum support and align certification offerings
-

Wheatley

- Assistance with preparing for CTE audit
- Consulted counselors on an ongoing basis on how to code new/transfer students
- Facilitated meeting with SnapOn to provide a list of equipment needed and PO to update automotive lab to qualify for ASE certification
- Facilitated meeting and tour of other culinary and IT programs in the district
- Guided administration in updating the culinary space using CTE funds
- Assisted the administration in creating expectations and evaluations for CTE programs and teachers
- Secured a university partnership for CTE programs
- Prairie View A&M University will meet with administration to find ways to support the Culinary program and the Wealthy garden to establish a farm to market initiative
- Met with teacher and administrators to discuss new programming that will:
 - Engage the students
 - Provide an opportunity for students to complete industry level certifications that are part of the new accountability system
 - Begin a new Government pathway for students interested in following the path of two notable Wheatley alumni, Barbara Jordan, and Mickey Leyland
 - Provided assistance to begin new dual credit program on campus
 - Began work to create a career pathway interest survey for students
 - Began work on a resource for counselors to use when guiding students and parents in choosing a pathway

Worthing

- Created partnership with the Marriott Marquis Hotel and Worthing HS's Hospitality program that began in the Fall 2017.
- The campus is participating in 8-week rotations that include front office, housekeeping, human resources, accounting and finance and food and beverage.
- Dress for Success and Resume workshops for Hospitality students..
- Ben E. Keith Gulf Coast Food Expo and Culinary Competition – All Culinary Instructors and students attended this event courtesy of my very good friends at Ben E. Keith Foodservice.

Victory Prep South

- Launched dual credit classes at Victory Prep South for the first time in Spring 2018. Juniors and seniors completed the student success course, EDUC 1300, with instructional support provided by Houston Community College.
- Delivered dual credit orientation to student interested in completing college courses with HCC.
- Planned to double the number of dual credit course offerings in Fall 2018 for Victory Prep South students.
- Provided additional support in completing PGPs using content from student transcripts.

Yates

- Collaborated in the re-introduction of Maritime Dual Credit Course for 2018-2019 school year augmenting student earning potential.
- Assisted in the formation of New Music Production pathway by aiding in course selection, advising the hiring process, and providing resources for instructor candidate.
- Provided campus with on-site and off-site Jasperactive coaching support.
- Organized Professional Development for Arts/AV pathway for Adobe Certified Associate.
- Delivered Arts/AV equipment to further student exposure to industry materials.
- Met with counselors to evaluate Personal Graduate Plans for potential errors and suggested revisions for future compliance.
- Assisted in creation of a Certiport Lab which enables online Adobe and Microsoft Office certification testing.

Log of College and Career Readiness Events hosted at Wheatley HS

School	Event	Date	# Attendees
Washington	Texas A&M follow up and scholarship criteria	2/20/2018	4
Washington	HCC college recruiter presentations	2/13/2018	25
Washington	University of St Thomas College Fair	2/12/2018	16
Washington	Booker T Washington Khan registration meeting	2/6/2018	2
Washington	Rodeo Scholarship	1/31/2018	20
Westbury	HCC signing day	5/11/2018	40
Westbury	TSI	5/2/2018	25
Westbury	TSI	5/1/2018	25
Westbury	TSI	4/25/2018	40
Westbury	TSI	4/24/2018	40
Westbury	TSI	4/23/2018	30
Westbury	NACAC COLLEGE FAIR	4/12/2018	29
Westbury	TSI	4/11/2018	87
Westbury	Texas A&M	4/4/2018	30
Westbury	Prairie View A&M visit. Only seniors that were accepted got a chance to go this trip.	4/3/2018	45
Westbury	Classroom visits	4/2/2018	310
Westbury	Texas A&M visit for admitted students	2/21/2018	14
Westbury	FAFSA ROADSHOW	2/20/2018	22
Westbury	Lamar University visit	2/20/2018	20
Westbury	Bridge Year	2/9/2018	150
Westbury	Sam Houston field trip	2/8/2018	35
Westbury	Meningits Shots	2/6/2018	78
Westbury	Tarleton State University	2/1/2018	15
Westbury	San Jacinto came to visit our students	1/30/2018	27
Westbury	Trip to HCC Stafford campus	1/22/2018	40

School	Event	Date	# Attendees
Westbury	Trip to UofH	1/22/2018	25
Westbury	Classroom visits	1/10/2018	100
Westbury	Scholarship workshop	12/6/2017	73
Westbury	Rodeo Scholarship meeting	12/1/2017	30
Westbury	English class advising	12/1/2017	70
Westbury	University of Clear Lake	11/15/2017	40
Westbury	Texas Southern University fieldtrip	11/13/2017	40
Westbury	Lamar University field trip	11/7/2017	43
Westbury	TACRO FAIR	10/11/2017	507
Westbury	Texas State University	9/25/2017	45
Wheatley	TX AM-San Antonio College Visit During Lunch	12/6/2018	6
Wheatley	Senior Class visits	11/29/2018	125
Wheatley	Class visits- AP (Mr. Torres)-	11/29/2018	40
Wheatley	College Application Drive (Mr. Torres- AP US GOV)	11/2/2018	40
Wheatley	HBU Lunch Visit- Student presentation	11/2/2018	30
Wheatley	Junior Achievement	10/2/2018	8
Wheatley	TSI Test Administration	4/26/2018	15
Wheatley	TSI Test Administration	4/25/2018	30
Wheatley	Marvy Finger Scholarship Banquet	4/25/2018	2
Wheatley	TSI Test Administration	4/24/2018	35
Wheatley	SAT Pre-Registration	4/23/2018	125
Wheatley	Junior Achievement Job Shadow	4/20/2018	36
Wheatley	NACAC College Fair	4/12/2018	40
Wheatley	Dual Credit Sign-Up	4/11/2018	30
Wheatley	Tulsa Welding School Class Presentation	4/4/2018	85

Log of College and Career Readiness Events hosted at Wheatley HS (cont'd)

School	Event	Date	# Attendees
Wheatley	TSI Pre- Assessment Activity	4/3/2018	45
Wheatley	TSI Pre-Assessment Activity	4/2/2018	75
Wheatley	Junior Class Presentations (AP Classes)	3/29/2018	25
Wheatley	Texas Southern University College Visit	3/28/2018	40
Wheatley	Junior Class Presentations (AP Classes)	3/28/2018	50
Wheatley	University of Houston Downtown College Visit	3/27/2018	50
Wheatley	Jarvis Christian College Auto Admit	3/22/2018	30
Wheatley	Lamar College Tour	3/6/2018	25
Wheatley	HBU Fieldtrip	2/26/2018	40
Wheatley	Rice University Fieldtrip	2/21/2018	40
Wheatley	TSI/KHAN Academy meeting w/ assistant principal	2/20/2018	5
Wheatley	Senior Ranking Ceremony	2/16/2018	100
Wheatley	FAFSA phone bank	2/14/2018	17
Wheatley	ACT - Taking students to FURR High School	2/10/2018	17
Wheatley	HCC College Application Drive	2/7/2018	20
Wheatley	PV College Tour	2/6/2018	36
Wheatley	Applicants for HLS&R Scholarship	1/31/2018	14
Wheatley	Senior Class presentation	1/31/2018	120
Wheatley	Monmouth College Counselor Breakfast	1/25/2018	1
Wheatley	Monmouth College Counselor Breakfast	1/25/2018	10
Wheatley	TSU Visit- Dr. Pollard, Honors College	1/22/2018	20
Wheatley	Family Friendly Walkthrough	1/22/2018	10
Wheatley	Junior achievement interviews	1/19/2018	2
Wheatley	Job corp presentation	1/10/2018	35

School	Event	Date	# Attendees
Wheatley	Dream Summit	12/9/2017	10
Wheatley	UHD College Visit	12/8/2017	15
Wheatley	Grambling State Auto Admissions	12/1/2017	4
Wheatley	University of Houston STEM Field Trip	11/10/2017	40
Wheatley	HCC Visit	11/8/2017	15
Wheatley	FAFSA/TASFA Workshop	11/3/2017	10
Wheatley	Senior Class Presentation	11/1/2017	125
Wheatley	Senior Presentations (FAFSA)	10/31/2017	40
Wheatley	Black College Expo	10/28/2017	35
Wheatley	UHD's Men of Color Conference	10/27/2017	20
Wheatley	Counselor update (Lamar, SFA, & Sam Houston)	10/26/2017	15
Wheatley	Black College Expo Team @ Wheatley for presentation (11th & 12th)	10/24/2017	120
Wheatley	College Applications Drive	10/23/2017	100
Wheatley	TX State Lunch Visit	10/19/2017	75
Wheatley	College Essays Drive	10/16/2017	10
Wheatley	College Applications Drive	10/13/2017	30
Wheatley	College Applications Drive	10/12/2017	30
Wheatley	Application & FAFSA Drive	10/11/2017	50
Wheatley	Top Tier College Event	10/11/2017	25
Wheatley	College Fair	10/10/2017	200
Wheatley	Financial Aid Field Trip (Dee 1- Financial Aid)	10/6/2017	40
Wheatley	LEGACI class -11th & 12th grade males	10/3/2017	20
Wheatley	Junior class Presentations	10/2/2017	75
Wheatley	Open House	9/21/2017	40
Wheatley	TX A&M College Visit	9/21/2017	10

Wraparound Services are Here!

Wraparound Services are non-academic supports that support critical issues such as, but not limited to:

- ✓ Mental health
- ✓ Basic needs (i.e. food, shelter)
- ✓ Legal, safety and crisis support
- ✓ Incarceration of a parent
- ✓ Violence
- ✓ And many other challenges

**Located in the Wildcat Success
Center (T-4001)**

Office | (713) 671-3900 (Ext. 151)

Email | LMONTGO5@houstonisd.org



@WeLoveWheatley

Website:

Houstonisd.org/WraparoundWheatley

Meet Your *W*raparound *R*esource *S*pecialist!



Yvette Montgomery



Wheatley Wraparound Services Alliance Network

Pillar IV: Expanded Learning Time and Opportunity

Services	Contact Name	Contact Email	Contact Number
Win-Win	Omwale Luthuli-Allen	Omwale.allen@houstontx.gov	832-573-2705
MBK Houston Boys Ensemble	Omwale Luthuli-Allen	Omwale.allen@houstontx.gov	832-573-2705
Teens and Police Service (TAPS)	Pete Melchor	Pmelchor@TAPSacademy.org	832-707-5477
Ambassadors of Compassion	Dave Gamache	dave.gamache@aocliflife.org	607.6213374
MBK Circle of Men	Omwale Luthuli-Allen	Omwale.allen@houstontx.gov	832-573-2705
Eyes on Me, Inc.	Denise Henderson/ Dennis Turnipseed	deniseheom@gmail.com / drtseed@comcast.net	972.768.2280 (Denise)
Job Corp	John Landry	jlandry@csiteamonline.com	832-581-7847
Hype 2.0	Kris McCray	kmccray@change happenstx.org	713.374.1258
Food for Change	Sharifa Charles	Sharifa.charles@houstontx.gov	713-254-2660
Perfect Team Play	James Hudson	James21hudson@yahoo.com	2817065372
Urban Enrichment Institute <i>(formerly 5th Ward Enrichment)</i>	L Michael Scott/ Prentiss Collins	pcollins@fwepinc.org	832.229.5613 (M. Scott contact)
Rooted in Love Outreach	Ricardo Diaz	Ricardo@rilohtx.com	281.606.2988
H.E.M.Y.S.	Justin Moore	justinmoore@hemys.org	713.228.7525
Community Health Centers	Mary Williams	mwilliams@communityfamilycenters.org	(713) 923-2316 Ext 253
On-Site Counseling <i>(formerly Psyche-on-Site)</i>	Sonia James	sjames@psych-on-site.com	832-714-2795
YMCA Y. Team Life	Bruce Jacobs	bruce.jacobs@ymcahouston.org	713-739-3613
G.R.E.A.M. Team	Bill Thompson	g.r.e.a.moilers18@gmail.com	281-570-83070
Legacy Health Clinic 5th Ward	Denisha Prim	dprim@legacycommunityhealth.org	310-8978044
Houston Food Bank	Daisha LaFond	dlafond@houstonfoodbank.org	832-369-9348
LeadHer Foundation	Chi Okeke	info@leaderherfoundation.org	832-406-8549
Discover U	Esther Argueta	esther@discoverus.org	318-479-1447
Ascending To Men Program	Derrick Emmanuel	DEMANUEL@houstonisd.org	713.556.8902
Finnigan Park Community Center	Brian Ervin	brian.ervin@cp1.hctx.net	713-676-2680

PROFESSIONAL LEARNING OFFERING FOR HISD PARENTS

The offerings below are designed Houston ISD parents, families, and/or caregivers.

➤ **New Family Learning Academies¹**

- **New: Books Alive: Families learn Read Aloud strategies using everyday objects, tone, manipulatives, and differentiated level questions to change outcomes, make predictions, and engage in retelling stories. These activities promote higher level thinking, problem solving, listening, reading, oracy, and writing skills.**
- **New: Back to the Future: Music & Movement Games: Families will participate in a variety of games and activities taking a trip down memory lane and play old-school indoor and outdoor games via the use of music and manipulatives. These activities will promote hand-eye coordination, problem solving skills, both gross and fine motor development, coordination, and health awareness while having fun!**
- **New: Your Story, My Story, Our Story: The Power of Oral Storytelling: Families will be guided to share their stories of perseverance, grit, and testimony to their children using oral storytelling strategies such as oral preparation (voice, body language, audience, characters, pacing) and story preparation (story selection, plot, and dynamics). These activities promote listening, speaking, reading, writing and critical thinking skills.**
- **New: Affirmations! Our Words & Actions: Families learn fun and intentional strategies from Love & Logic, PBIS, and Logical Consequences models to help build students' self-esteem while encouraging desired behavior and promoting a strong positive parent-child/adolescent relationship. Parents will leave with activities to implement right away.**
- **New: People & Places: Sharing Our Culture: Participants will learn and share their cultural rituals, songs, chants, nursery rhymes, and compile into a story to share with their children. These activities will not only promote unity among the community, but it will encourage cultural awareness and sensitivity to others via fun and engaging traditions.**

Family Learning Academies are intended to be done as a series of events throughout the school year. FACE specialist will offer "Graduation Certificates" during a campus parent celebration assembly. Celebrations may be practical and simple such as your ITPS day or as creative as you would like. FACE specialist will give a brief speech and pass out certificates.



ATTENDING BJCC



LET US KNOW YOU ARE INTERESTED!

Go to our webpage:
HoustonISD.org/JordanSurvey

call
713-636-6900
or visit your counselor today!

TAKE THE RIGHT CORE CLASSES IN 9TH AND 10TH GRADES AND HAVE AT LEAST 12 CREDITS BY THE START OF YOUR 11TH GRADE YEAR. FOR EXAMPLE:

9TH GRADE:

- English I
- W. Geography
- Biology
- Algebra I
- Art I
- Foreign Lang I
- PE/Health

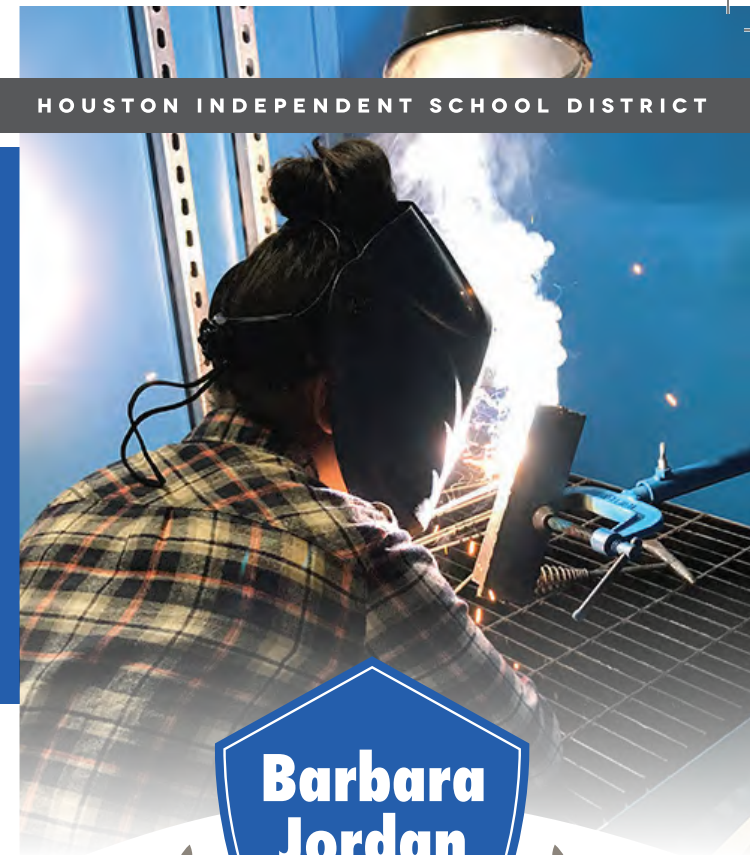
10TH GRADE:

- English II
- W. History
- Chemistry
- Geom or Alg II
- PE
- Foreign Lang II
- Elective

PARTNER HIGH SCHOOLS

- | | | |
|---------|--------------|------------|
| Furr | Kashmere | Washington |
| Heights | North Forest | Wheatley |
| Houston | Northside | Yates |

Barbara Jordan Career Center
5800 Eastex Freeway
Houston, TX 77026



DO YOU WANT A
COMPETITIVE ADVANTAGE
WHEN YOU PURSUE A CAREER OR
COLLEGE AFTER HIGH SCHOOL?

Explore exciting career options by taking classes at BJCC beginning in 11th grade

HoustonISD.org/Jordan

Travel to Barbara Jordan Career Center for morning or afternoon classes during your 11th and 12th grade years.

Be ready for work or education after high school by obtaining a certification, dual credit, or valuable experience.

GAIN A COMPETITIVE EDGE & JUMP-START YOUR CAREER OR COLLEGE JOURNEY!



LET **BARBARA JORDAN CAREER CENTER** HELP YOU GRADUATE **READY FOR A CAREER IN:**

AUTOMOTIVE TECHNOLOGY
CHILD DEVELOPMENT
CONSTRUCTION TECHNOLOGY
COSMETOLOGY
CULINARY ARTS
GOVERNMENT & DIPLOMACY
HEALTH SCIENCE
MARKETING
PROCESS TECHNOLOGY
WELDING

- Take the right core classes in 9th and 10th grades.
- Travel to Barbara Jordan Career Center for morning or afternoon classes in 11th and 12th grades.
- Graduate from your home campus with industry-recognized certifications or dual credits through a local community college.



GO TO [HOUSTONISD.ORG/JORDAN](https://www.houstonisd.org/jordan), CALL 713-636-6900
OR VISIT YOUR COUNSELOR TODAY!

AUTOMOTIVE TECHNOLOGY

- Learn how to diagnose, maintain, and repair basic and advanced automotive systems.
- Provided the opportunity to earn one or more ASE student-level certifications.
- Practice using advanced automotive technology that is currently used in the field.

CHILD DEVELOPMENT

- Learn how to plan an educational and developmental program for young children by working in our state-of-the-art facility.
- Learn about nutrition and safety for young children as you explore careers related to child care and development.
- Earn a certificate in Child Development.

CONSTRUCTION TECHNOLOGY

- Experience hands-on skills in the construction field in the lab or visiting worksites, providing opportunities to work with professionals in the career path and earning a NCCER Core certificate.
- Gain hands-on experience using a construction management computer simulator.
- Learn how to use and operate Computer-Aided-Design (CAD) software to design a house or other construction project.

COSMETOLOGY

- Gain real world experience by providing the community with student salon services.
- Earn the opportunity to test for an operator license upon graduation through the Texas Board of Cosmetology.
- Participate in various competitions to enhance hands-on and technical skills, such as Skills USA.

CULINARY ARTS

- Learn skills and techniques to prepare for a career in cooking, baking, catering or managing a restaurant.
- Earn a ServSafe certificate, a national food safety and sanitation certification, to stay a step ahead of other potential job seekers.
- Eat what you cook.

GOVERNMENT AND DIPLOMACY

- Take field trips to departments in the City of Houston government offices.
- Attend presentations by embassy or foreign service officials.
- Participate in a partnership with Texas Southern University to explore careers in government and public service.

HEALTH SCIENCE

- Learn the terminology used in the medical field.
- Gain exposure to the health care system by learning the history of medicine, safety practices used by medical professionals, communication skills, ethics, and leadership skills.
- Provide students with classroom, laboratory, online, and internship experiences to work in various health care settings.

MARKETING

- Travel and compete in various DECA events.
- Participate in field trips, such as Rockets Day, Dynamo Day, and Houston Astros Day, to learn about sports marketing.
- Meet and interact with local entrepreneurs to gain insight on today's market and demands.

PROCESS TECHNOLOGY

- Learn about safety, health, and environmental standards used in oil and gas production plants.
- Learn how to operate process control equipment such as analyzers, flow indicators, pressure alarms, and pressure control valves.
- Earn credits toward a certification in Process Technology at HCC.

WELDING

- Perform a combination of simulations, real-life, and hands-on welding experiences throughout your time in the Welding Program.
- Provided the opportunity to participate in field experiences to enhance classroom learning and to seek internships or possible job opportunities.
- Earn 9 or more credits from HCC towards a structural welding workforce certificate.



Communities In Schools

Houston

WHAT SERVICES DOES CIS OFFER?

- Counseling and support groups
- Medical and mental health referrals
- Help with uniforms and basic needs
- Emergency family assistance
- Field trips and more!



CIS 6 CORE COMPONENT SERVICES

SUPPORTIVE GUIDANCE AND COUNSELING



ACADEMIC SUPPORT



HEALTH AND HUMAN SERVICES



CAREER AWARENESS



PARENTAL INVOLVEMENT



CULTURAL COMPETENCY



WE CAN HELP WITH:



We are here to support you!
Come see us in offices 236 or 228.

- Anxiety
- Depression
- Self Esteem
- Grief
- Stress
- Healthy relationships
- Family Crisis
- Interview Support
- Academic Support

Ms. Monterroza
Social Services Coordinator
Monday - Friday
7:30am - 3:30pm
Office 228

Mrs. Matthews
Project Manager
Monday - Friday
8:00am - 4:00pm
Office 236

All services offered by CIS are free and confidential.
We look forward to seeing you!

COLLEGE ACCESS CENTER

Hello! My name Ms. Patricia Cruz and Mr. Winfred Barnes and we are in charge of the college access program at Phillis Wheatley High School that will help students to apply for college. I just want to welcome you to the new school year and provide you with some information on what we will be doing here at Wheatley.

You can also go to HISD's [College and Career Readiness Website](#) for additional information.

Ms. Cruz and Mr. Barnes, how can you help me?

We work closely with students, helping them step by step in the college process.

- Planning for college
- Choosing the best fit college
- Deciding on which major to choose
- Filling out applications
- Finding scholarships
- Essay writing
- Financial aid (Everybody loves FREE MONEY)

College is an option that is available to any student and it's never too early to start planning your future!

Ms. Cruz and Mr. Barnes, who will you two work with?

We will spend most of my time working with juniors and seniors, but we are available to work with any student who come to us for help. We not only help with the college process, we also are available to help students who just want to know more information about college. There will be someone in our office full-time, so we are available to help any student whenever they need assistance.

We are super excited to be at Wheatley High School this year and we cannot wait to start interacting with all of you. We are located by the Learning Commons and have an open door policy, so whenever you need help just stop by!

Eado 800 Lofts

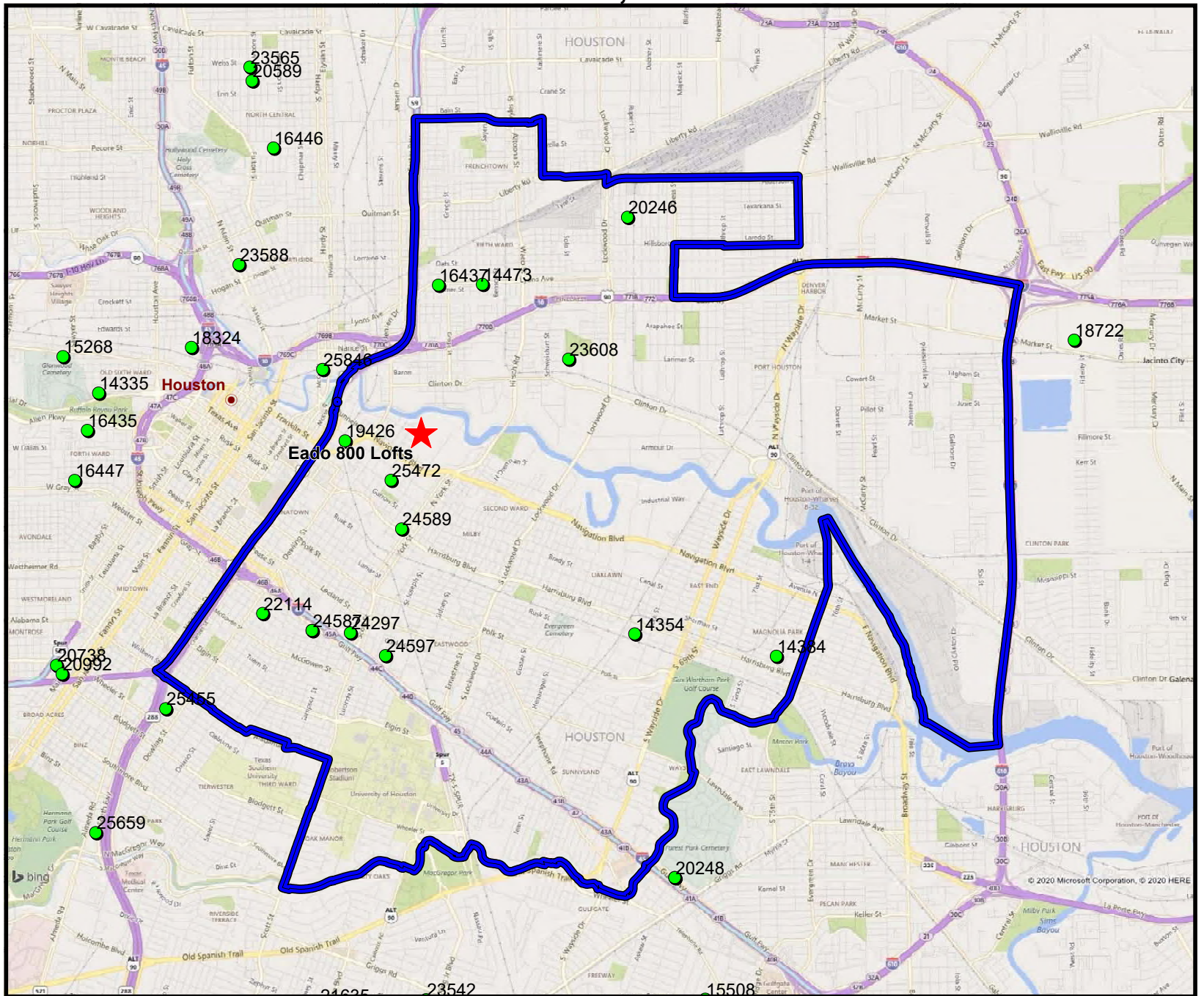
800 Middle Street Houston, Texas

Legend

- ★ Site
- Custom Boundary
- AH - All - UID - Jan 2020
- County Boundaries
- State Boundaries

Site Coordinates

Longitude/X: -95.339219
 Latitude/Y: 29.759321



Year_	TDHCA #	Development_Name	Population_Served	Total_Units	LIHTC_Units
Year_	TDHCA #	Development_Name	Population_Served	Total_Units	LIHTC_Units
1994	94155	Plaza De Magnolia	General	84	84
1995	95157	Pleasant Hill Community Apartments	Elderly	165	165
1995	95010	Eastend Project	General	150	150
1996	96171	Lyons Village Townhomes	General	24	24
2005	5617	Canal Place Apartments	General	200	150
2008	8944	Zion Village Apartments	Elderly	50	50
2008	8232	2424 Sakowitz	General	166	166
2010	10035	Zion Gardens	General	70	70
2015	15043	Cleme Manor	General	284	284
2016	16405	New Hope Housing at Harrisburg	Supportive Housing	175	175
2017	17188	EaDo Lofts	General	80	80
2017	17417	Fenix Estates	Supportive Housing	200	180
2018	18306	Campanile on Commerce	Elderly Limitation	120	105

MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2018 INFLATION-ADJUSTED DOLLARS)



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Harris County, Texas	Houston-The Woodlands-Sugar Land, TX Metro Area
Label	Estimate	Estimate
Median household income in the past 12 months (in 2018 inflation-adjusted dollars)	60,146	65,381

MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2018 INFLATION-ADJUSTED DOLLARS)



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 3101, Harris County, Texas		
Label	Estimate	Margin of Error
Median household income in the past 12 months (in 2018 inflation-adjusted dollars)	66,221	±13,193

HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2018 INFLATION-ADJUSTED DOLLARS)



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 3101, Harris County, Texas		
Label	Estimate	Margin of Error
▼ Total:	2,540	±188
Less than \$10,000	261	±156
\$10,000 to \$14,999	298	±148
\$15,000 to \$19,999	106	±83
\$20,000 to \$24,999	114	±104
\$25,000 to \$29,999	42	±41
\$30,000 to \$34,999	169	±117
\$35,000 to \$39,999	17	±30
\$40,000 to \$44,999	48	±50
\$45,000 to \$49,999	41	±49
\$50,000 to \$59,999	74	±65
\$60,000 to \$74,999	242	±144
\$75,000 to \$99,999	516	±198
\$100,000 to \$124,999	214	±128
\$125,000 to \$149,999	72	±66
\$150,000 to \$199,999	141	±88
\$200,000 or more	185	±104

Name of Development	Rents	Unit Type	Number of Vacancies
2115 Runnels St	1129	3 bedroom	1
2402 Navigation Blvd.	1515	3 bedroom	1
211 N Milby St	1100	1 bedroom	1
21 Latham St Apt A	1600	2 bedroom	1
2511 Garrow St Unit B	2500	3 bedroom	1
318 Ennis St	2150	2 bedroom	1
4322 Wilmer St	1097	2 bedroom	1
3206 Sherman St	2500	3 bedroom	1
205 Linwood St Unit B	925	1 bedroom	1
5313 Avenue J St	1650	2 bedroom	1
2721 Engelke St	3000	4 bedroom	1
4310 Wilmer St	1450	1 bedroom	1
308 Palmer St	2500	3 bedroom	1
3701 Runnels St Unit A	1150	1 bedroom	1
309 Clifton St Unit A	1150	1 bedroom	1
18 Linwood St	1090	1 bedroom	1
5906 Canal St	3750	2 bedroom	1
4306 Wilmer St Apt 4	900	1 bedroom	1
3812 Garrow St Unit 2	675	1 bedroom	1
70 N Hutchenson St	2350	2 bedroom	1
202 Edgewood St Unit B	875	1 bedroom	1
5322 Avenue J	1900	2 bedroom	1
310 N Saint Charles St	1350	2 bedroom	1
2115 N Runnels St Unit 5208	2279	3 bedroom	1
9 Clifton St Unit A	900	2 bedroom	1
2228 Ann St	1950	2 bedroom	1
5404 Jonathan Ln	1750	3 bedroom	1
4407 Brady St	1200	2 bedroom	1
1 Sidney St Apt 3	875	1 bedroom	1
309 Hutchenson St Unit 4	915	1 bedroom	1
1 Sidney St Apt 1	875	1 bedroom	1
2115 N Runnels St Unit 6411	1192	1 bedroom	1
2115 N Runnels St Unit 6211	1122	1 bedroom	1
2115 N Runnels St Unit 6504	1266	1 bedroom	1
2115 N Runnels St Unit 6203	1191	1 bedroom	1
2115 N Runnels St Unit 6409	1147	1 bedroom	1
223 N Adams St Unit B	1100	2 bedroom	1
2115 N Runnels St Unit 5315	1172	1 bedroom	1
2115 N Runnels St Unit 6310	1122	1 bedroom	1
2115 N Runnels St Unit 5113	1122	1 bedroom	1
2115 N Runnels St Unit 5416	1117	1 bedroom	1
2115 N Runnels St Unit 2108	1172	1 bedroom	1
3819 Menard St Apt 1	900	1 bedroom	1
2115 N Runnels St Unit 6310	1122	1 bedroom	1
2115 N Runnels St Unit 6102	1240	1 bedroom	1

2115 N Runnels St Unit 4207	1325	1 bedroom	1
5105 Sherman St Apt 2	1050	1 bedroom	1
2115 N Runnels St Unit 4302	1306	1 bedroom	1
2115 N Runnels St Unit 4405	1315	1 bedroom	1
2416 Roufa Rd	2850	3 bedroom	1
211 N Milby St Apt 5	1200	1 bedroom	1
5105 Sherman St Apt 3	1050	2 bedroom	1
11 Norwood St Unit 6	550	1 bedroom	1
11 Norwood St Unit 1	650	1 bedroom	1
306 N Saint Charles St	1595	2 bedroom	1
3819 Mernard St Apt 3	1000	1 bedroom	1
216 N Hutchenson	1599	3 bedroom	1
409 Grace St	900	1 bedroom	1
402 Hutchenson St Apt 8	850	1 bedroom	1
2115 N Runnels St Unit 4401	1391	1 bedroom	1
2115 N Runnels St Unit 4410	1592	2 bedroom	1
2115 N Runnels St Unit 6113	1720	2 bedroom	1
21 N Ennis St	1899	2 bedroom	1
115 Hunt Sr Unit 1	1000	1 bedroom	1
2914 Commerce St	2200	2 bedroom	1
2115 Runnels St	1170	1 bedroom	1
2104 Canal St	1540	2 bedroom	1
Average Rent	\$1,415	Total	67
		Market Rate Occupancy	96.2%

Market Rate Units in Second Ward



Apartment for rent
\$1,129+ /month



Studio - 3 bed 1 - 2 bath 696+ sqft Pets OK
2115 Runnels St,
Houston, TX 77003

[Contact property](#)

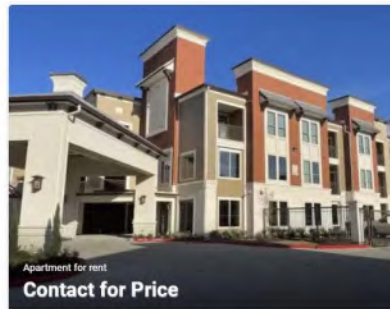


Apartment for rent
\$1,515+ /month



Studio - 3 bed 1 - 2.5 bath 510+ sqft Pets OK
2404 Navigation Blvd,
Houston, TX 77003
[Listing 1](#) | [Listing 2](#)

[Contact property](#)



Apartment for rent
Contact for Price

1 - 2 bed 1 - 2 bath 700+ sqft Pets OK
2929 Commerce St,
Houston, TX 77003

[Contact property](#)



Apartment for rent
\$1,450+ /month



1 bed 1 bath 1,584 sqft Pets OK
4310 Wilmer St,
Houston, TX 77003
[Listing 1](#) | [Listing 2](#)

[Contact property](#)

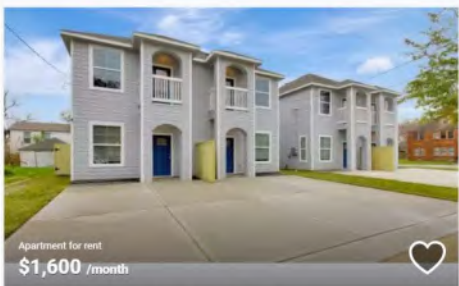


Apartment for rent
\$1,100+ /month



1 bed 1 bath 750 sqft Cats OK
211 N Milby St,
Houston, TX 77003

[Contact property](#)



Apartment for rent
\$1,600 /month



2 bed 2.5 bath 1,388 sqft 3,500 sqft lot
21 Latham St Apt A,
Houston, TX 77011

[Contact property](#)



Townhome for rent
\$2,500 /month



3 bed 2.5 bath 1,950 sqft 1,808 sqft lot
2511 Garrow St Unit B,
Houston, TX 77003

[Contact property](#)



House for rent
\$2,500 /month



3 bed 3.5 bath 1,820 sqft 1,398 sqft lot
308 Palmer St,
Houston, TX 77003

[Contact property](#)



House for rent
\$2,150 /month



2 bed 1 bath 1,060 sqft 5,001 sqft lot
318 Ennis St,
Houston, TX 77003

[Contact property](#)



House for rent
\$1,097 /month



2 bed 1 bath 1,204 sqft 2,220 sqft lot Pets OK
4322 Wilmer St,
Houston, TX 77003

[Contact property](#)

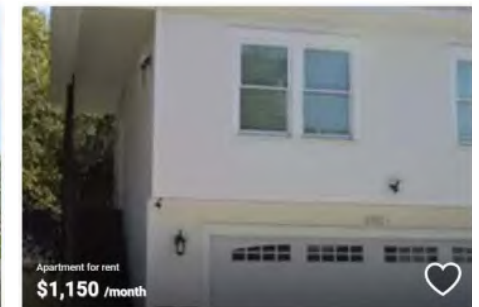


Townhome for rent
\$2,500 /month



3 bed 3.5 bath 2,366 sqft 1,668 sqft lot
3206 Sherman St,
Houston, TX 77003

[Contact property](#)



Apartment for rent
\$1,150 /month



1 bed 1 bath 575 sqft 4,813 sqft lot
3701 Runnels St Unit A,
Houston, TX 77003

[Contact property](#)

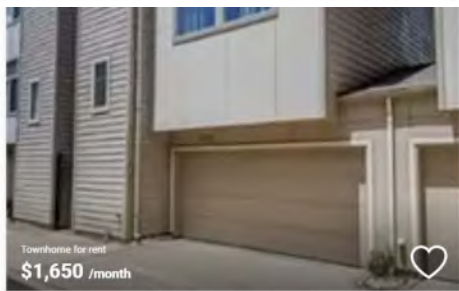


Apartment for rent
\$925 /month



1 bed 1 bath 763 sqft 6,251 sqft lot Pets OK
205 Linwood St Unit B,
Houston, TX 77011

[Contact property](#)



Townhome for rent
\$1,650 /month



2 bed 2.5 bath 1,488 sqft 1,825 sqft lot
5313 Avenue J St,
Houston, TX 77011

[Contact property](#)



House for rent
\$3,000 /month



4 bed 3 bath 2,000 sqft 5,654 sqft lot
2721 Engelke St,
Houston, TX 77003

[Contact property](#)



Apartment for rent
\$1,150 /month



1 bed 1 bath 700 sqft 6,499 sqft lot
309 Clifton St Unit A,
Houston, TX 77011

[Contact property](#)



Apartment for rent
\$1,090 /month



1 bed 1 bath 785 sqft 6,251 sqft lot Pets OK
18 Linwood St,
Houston, TX 77011

Contact property



House for rent
\$3,750 /month



2 bed 1.5+ bath 3,014 sqft 7,440 sqft lot
5906 Canal St,
Houston, TX 77011

Contact property

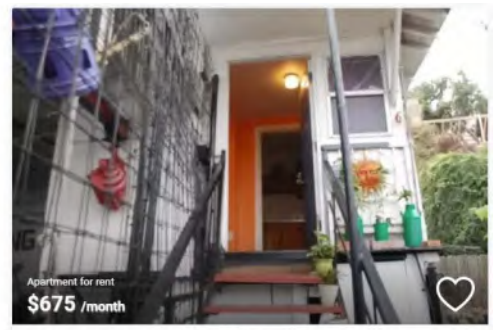


Townhome for rent
\$900 /month



1 bed 1 bath 800 sqft 6,251 sqft lot
4306 Wilmer St Apt 4,
Houston, TX 77003

Contact property

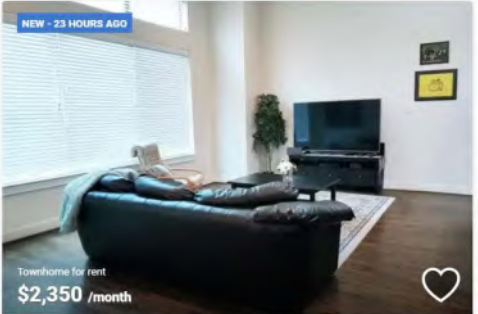


Apartment for rent
\$675 /month



1 bed 1 bath 1,433 sqft 2,923 sqft lot
3812 Garrow St Unit 2,
Houston, TX 77003

Contact property



Townhome for rent
\$2,350 /month



2 bed 2.5 bath 1,586 sqft 1,520 sqft lot
70 N Hutcheson St,
Houston, TX 77003

Contact property



House for rent
\$875 /month



1 bed 1 bath 1,272 sqft 8,960 sqft lot
202 Edgewood St Unit B,
Houston, TX 77011

Contact property



Townhome for rent
\$1,900 /month



2 bed 2.5 bath 1,647 sqft 1,450 sqft lot
5322 Avenue J,
Houston, TX 77011

Contact property



House for rent
\$1,350 /month



2 bed 1 bath 660 sqft 1,965 sqft lot Pets OK
310 N Saint Charles St,
Houston, TX 77003

Contact property



Apartment for rent
\$2,279 /month



3 bed 2 bath 1,839 sqft Pets OK
2115 N Runnels St Unit 5208,
Houston, TX 77003

Contact property



Apartment for rent
\$900 /month



2 bed 1 bath 550 sqft 6,251 sqft lot Pets OK
9 Clifton St Unit A,
Houston, TX 77011

Contact property

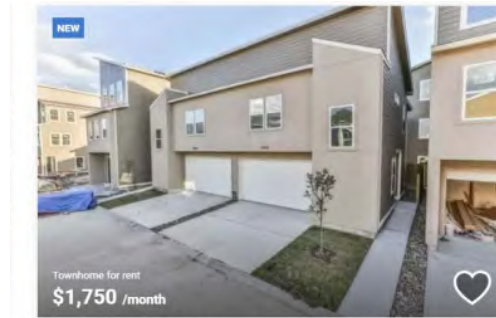


Townhome for rent
\$1,950 /month



2 bed 2 bath 1,216 sqft 2,261 sqft lot
2228 Ann St,
Houston, TX 77003

Contact property



Townhome for rent
\$1,750 /month



3 bed 3 bath 1,524 sqft 1,595 sqft lot
5404 Jonathan Ln,
Houston, TX 77011

Contact property



House for rent
\$1,200 /month



2 bed 1 bath 786 sqft 3,759 sqft lot
4407 Brady St,
Houston, TX 77011

Contact property



Apartment for rent
\$875 /month



1 bed 1 bath 677 sqft 2,975 sqft lot
1 Sidney St Apt 3,
Houston, TX 77003

Contact property

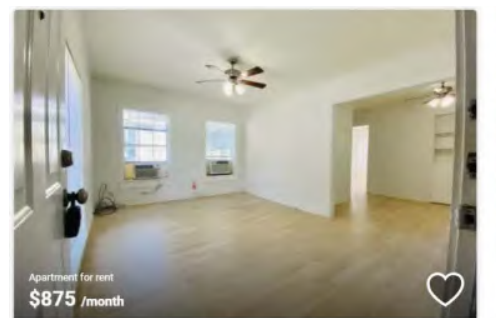


Apartment for rent
\$915 /month



1 bed 1 bath 550 sqft 5,349 sqft lot Pets OK
309 Hutcheson St Unit 4,
Houston, TX 77003

Contact property



Apartment for rent
\$875 /month



1 bed 1 bath 681 sqft 2,975 sqft lot
1 Sidney St Apt 1,
Houston, TX 77003

Contact property

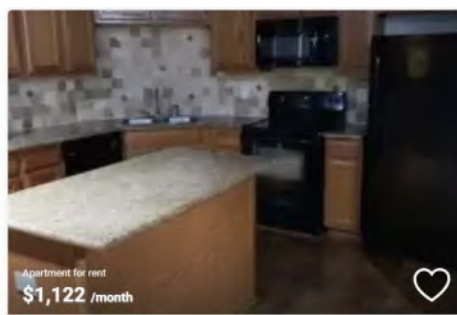


Apartment for rent
\$1,192 /month



1 bed 1 bath 705 sqft Pets OK
2115 N Runnels St Unit 6411,
Houston, TX 77003

Contact property

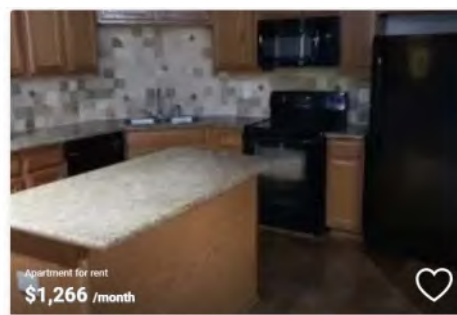


Apartment for rent
\$1,122 /month



1 bed 1 bath 705 sqft Pets OK
2115 N Runnels St Unit 6211,
Houston, TX 77003

Contact property



Apartment for rent
\$1,266 /month



1 bed 1 bath 830 sqft Pets OK
2115 N Runnels St Unit 6504,
Houston, TX 77003

Contact property



Apartment for rent
\$1,191 /month



1 bed 1 bath 846 sqft Pets OK
2115 N Runnels St Unit 6203,
Houston, TX 77003

Contact property



Apartment for rent
\$1,147 /month



1 bed 1 bath 700 sqft Pets OK
2115 N Runnels St Unit 6409,
Houston, TX 77003

Contact property



Apartment for rent
\$1,100 /month



2 bed 1 bath 660 sqft 5,000 sqft lot
223 N Adams St Unit B,
Houston, TX 77011

Contact property



Apartment for rent
\$1,172 /month



1 bed 1 bath 776 sqft Pets OK
2115 N Runnels St Unit 5315,
Houston, TX 77003

Contact property



Apartment for rent
\$1,122 /month



1 bed 1 bath 696 sqft Pets OK
2115 N Runnels St Unit 6310,
Houston, TX 77003

Contact property



Apartment for rent
\$1,122 /month



1 bed 1 bath 776 sqft Pets OK
2115 N Runnels St Unit 5113,
Houston, TX 77003

Contact property



Apartment for rent
\$1,117 /month



1 bed 1 bath 776 sqft Pets OK
2115 N Runnels St Unit 5416,
Houston, TX 77003

Contact property



Apartment for rent
\$1,172 /month



1 bed 1 bath 708 sqft Pets OK
2115 N Runnels St Unit 2108,
Houston, TX 77003

Contact property



Apartment for rent
\$900 /month



1 bed 1 bath 4,756 sqft 5,001 sqft lot
3819 Menard St Apt 1,
Houston, TX 77003

Contact property



Apartment for rent
\$1,122 /month



1 bed 1 bath 696 sqft Pets OK
2115 N Runnels St Unit 6310,
Houston, TX 77003

Contact property



Apartment for rent
\$1,240 /month



1 bed 1 bath 999 sqft Pets OK
2115 N Runnels St Unit 6102,
Houston, TX 77003

Contact property



Apartment for rent
\$1,325 /month



1 bed 1 bath 980 sqft Pets OK
2115 N Runnels St Unit 4207,
Houston, TX 77003

Contact property

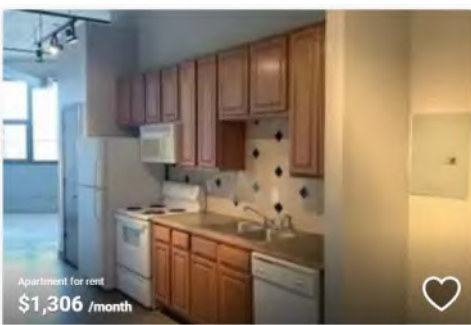


Apartment for rent
\$1,050 /month



2 bed 1 bath 600 sqft 6,480 sqft lot
5105 Sherman St Apt 2,
Houston, TX 77011

Contact property

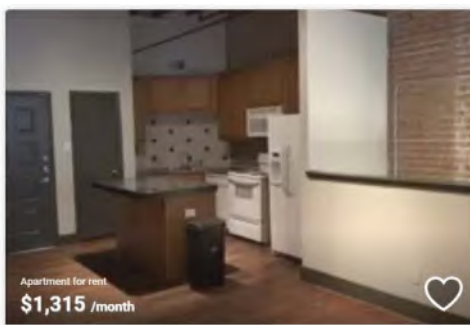


Apartment for rent
\$1,306 /month



1 bed 1 bath 1,003 sqft Pets OK
2115 N Runnels St Unit 4302,
Houston, TX 77003

Contact property



Apartment for rent
\$1,315 /month



1 bed 1 bath 1,043 sqft Pets OK
2115 N Runnels St Unit 4405,
Houston, TX 77003

Contact property



Townhome for rent
\$2,850 /month



3 bed 3.5 bath 2,085 sqft 2,069 sqft lot
2416 Roufa Rd,
Houston, TX 77003

Contact property



Apartment for rent
\$1,200 /month



1 bed 1 bath 750 sqft 0.29 acres lot
211 N Milby St Apt 5,
Houston, TX 77003

Contact property



NEW
Apartment for rent
\$1,050 /month



2 bed 1 bath 600 sqft
5105 Sherman St Apt 3,
Houston, TX 77011

Contact property



Apartment for rent
\$550 /month



1 bath 1,695 sqft 6,251 sqft lot
11 Norwood St Unit 6,
Houston, TX 77011

Contact property



Apartment for rent
\$650 /month



1 bath 1,695 sqft 6,251 sqft lot
11 Norwood St Unit 1,
Houston, TX 77011

Contact property



House for rent
\$1,595 /month



2 bed 1 bath 880 sqft 1,965 sqft lot
306 N Saint Charles St,
Houston, TX 77003

Contact property



Apartment for rent
\$1,000 /month



1 bed 1 bath 4,756 sqft 5,001 sqft lot
3819 Menard St Apt 3,
Houston, TX 77003

Contact property

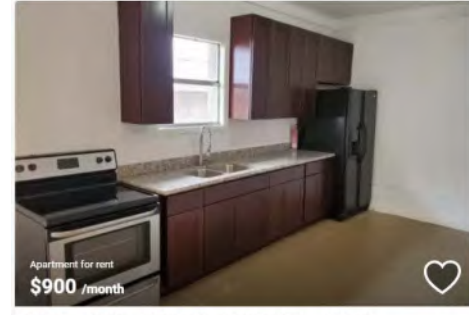


House for rent
\$1,599 /month



3 bed 2 bath 1,208 sqft
216 N Hutcheson St,
Houston, TX 77003

Contact property



Apartment for rent
\$900 /month



1 bed 1 bath 2,240 sqft 5,001 sqft lot Pets OK
409 Grace St,
Houston, TX 77003

Contact property

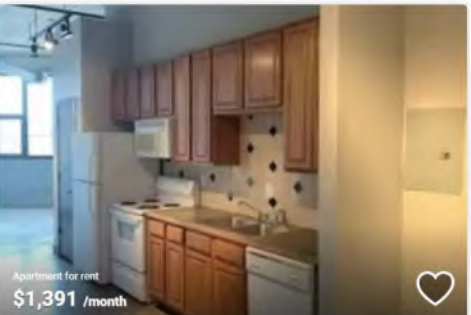


Apartment for rent
\$850 /month



1 bed 1 bath 650 sqft 5,990 sqft lot
402 Hutcheson St Apt 8,
Houston, TX 77003

Contact property



Apartment for rent
\$1,391 /month



1 bed 1 bath 1,003 sqft Pets OK
2115 N Runnels St Unit 4401,
Houston, TX 77003

Contact property



Apartment for rent
\$1,592 /month



2 bed 2 bath 1,303 sqft Pets OK
2115 N Runnels St Unit 4410,
Houston, TX 77003

Contact property



Apartment for rent
\$1,720 /month



2 bed 2 bath 1,508 sqft Pets OK
2115 N Runnels St Unit 6113,
Houston, TX 77003

Contact property



Townhome for rent
\$1,899 /month



2 bed 2 bath 1,505 sqft 1,482 sqft lot
21 N Ennis St,
Houston, TX 77003

Contact property



House for rent
\$1,000 /month


1 bed 1 bath 720 sqft 5,000 sqft lot

115 Hunt St Unit 1,
Houston, TX 77003

Contact property

NEW

Placeholder image




Townhome for rent
\$2,200 /month

2 bed 2.5 bath 2,114 sqft 1,459 sqft lot

2914 Commerce St,
Houston, TX 77003

Contact property

Placeholder image




Apartment for rent
\$1,170 /month

1 bed 1 bath 696 sqft Pets OK

2115 Runnels St,
Houston, TX 77003

Contact property

Placeholder image



Apartment for rent
\$1,540 /month

2 bed 2 bath 975 sqft Pets OK

2104 Canal St,
Houston, TX 77003

Contact property

Exhibit B



April 12, 2021

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: EaDo 800 Lofts
800 Middle Street
Houston, Texas 77003

Dear Mr. Wilkinson,

We would like to express our support for the proposed EaDo 800 Lofts affordable housing development. This apartment community will fall in the attendance zone of Wheatley High School—where our organization regularly works with our scholars.

I understand you may have concerns as regards to Wheatley's current accountability rating, but please know that we have had tremendous academic growth prior to Covid19. Preliminary benchmark test results from last year projected us to meet a minimum of a "C" rating. (also, we would have met accountability the 2018-2019 school year if a new TEA provision was not implemented) Additionally, in a two-year span, we have improved scholars meeting college and career readiness indicators outlined by the state of Texas from 13% to 65% and the number continues to rise. Thus, please know that Phillis Wheatley is on the right track to its rightful place of a school of excellence where the likes of Congresswoman Barbara Jordan and Congressman Mickey Leland are alumni. I contribute our success to the collective efforts of our faculty and staff and the support from HISD's Achieve 180 Program which has afforded us many great resources such as, but not limited to: employing rigorous coaching and training exercises for teachers, utilizing robust reading intervention programs for scholars, implementing campus-wide writing initiatives, creating routine campus-wide speaking and listening opportunities for scholars who are English Learners, and increasing opportunities for scholars to earn industry certifications. Additionally, Phillis Wheatley offers dual credit courses with HCC, Advanced Placement (AP) courses, tutoring with the University of Houston, and an array of wraparound supports including HISD's Miles Ahead, Ascending to Men, and ROSES mentorship programs. Lastly, I am excited to share that we are in the beginning stages of becoming an PTECH Early College. (Texas Education Agency has accepted our application)

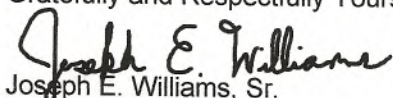
Unfortunately, due to the pandemic, we have not had a chance to change our accountability rating being that tests were waived last year due to Covid-19. Despite these trying times, please know we are continuing in our efforts by providing scholars virtual/remote learning. Each of our scholars have been afforded a laptop and Wi-Fi hotspot, so they may continue to receive instruction from their teachers. We are utilizing an array of online resources to ensure that our scholars grasp learning objectives as outlined by the state of Texas.

Success at school begins with stability in housing. Our organization will continue to work with scholars, and EaDo 800 Lofts will provide a high-quality place for them to call home. Together, we will work toward increased academic achievement for the scholars of Wheatley High School.

We encourage you to support the waiver request and allow for the much-needed development of Eado 800 Lofts.

Sincerely,

Gratefully and Respectfully Yours,



Joseph E. Williams, Sr.
Principal, Phillis Wheatley High School

Greater
Fifth Ward Super Neighborhood #55
"We Must Represent the Power of a Historic Community"

Joetta Stevenson, President

survivor770205@yahoo.com

(713-502-7181)

April 14, 2021

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: EaDo 800 Lofts
800 Middle Street
Houston, Texas 77003

Dear Mr. Wilkinson,

We would like to express our support for the proposed EaDo 800 Lofts affordable housing development. This affordable housing community will fall in the attendance zone of Wheatley High School—where our organization partners with Wheatley High School to provide resources and services to students.

The Greater Fifth Ward Super Neighborhood #55 has and will continue to support the families and students at Phillis Wheatley and the entire community. It is vitally important to build affordable housing within the boundaries of schools like Wheatley so our students can learn within a safe and familiar environment.

We work along with and support the work of Principal Williams and his staff through our outreach efforts. Over the past year, we have spearheaded numerous Emergency COVID-19 Food Distributions that provided needed nutrition to students and their families who have been devastated financially by job loss, the national shutdown over the pandemic and the isolation associated with remote learning within our schools. We have disseminated and distributed materials regarding resource assistance to help them navigate through threat of evictions, inability to pay utilities and the damage of the recent Winter storm, Uri. Besides food and massive water distributions, we have advocated with other nonprofits to be able to help repair water pipes, etc. Even now, we continue to provide cases of water to families of Wheatley students' who are still struggling with expensive water pipe repairs, etc.. We have successfully pushed for more neighborhood covid testing sites, Covid-19 vaccine accessibility and resources that also, provide neighborhood testing for specific transmittable diseases i.e. HIV among the 18 and older

*Greater
Fifth Ward Super Neighborhood #55*

"We Must Represent the Power of a Historic Community"

Joetta Stevenson, President

survivor770205@yahoo.com

(713-502-7181)

residents. Our advocacy has provided ongoing resolution for the cleanup of illegal dump sites throughout Fifth Ward to raise the level of community health and safety, etc. The Super Neighborhood was created to provide our residents, families and stakeholders an organization to address all issues that concern this community and advocate solutions that are worked on and shared with every level of government that impacts us.

We all know that success at school begins with stability in housing and EaDo 800 Lofts will provide a high-quality place for Wheatley's students to call home. Our organization is greatly committed to the on-going engagement of the students. Together, we will work toward increased academic achievement for the students at Fifth Ward's beloved Wheatley High School.

We encourage TDHCA to support the waiver request and allow for the much-needed development of Eado 800 Lofts.

Sincerely,



Joetta Stevenson

President

Greater Fifth Ward Super Neighborhood #55

CENTER FOR
URBAN
TRANSFORMATION

April 14, 2021

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: EaDo 800 Lofts
800 Middle Street
Houston, Texas 77003

Dear Mr. Wilkinson,

We would like to express our support for the proposed EaDo 800 Lofts affordable housing development. This affordable housing community will fall in the attendance zone of Wheatley High School—where our organization partners with Wheatley High School to provide resources and services to students.

Our organization, the Center for Urban Transformation, aims to create opportunities for Fifth Ward families to overcome the adverse effects of racism, poverty and other inequities by implementing programs that encourage growing prospects for survival and success.

We all know that success at school begins with stability in housing and EaDo 800 Lofts will provide a high-quality place for Wheatley's students to call home. Our organization is committed to the on-going engagement of the students. Together, we will work toward increased academic achievement for the students of Wheatley High School.

We encourage TDHCA to support the waiver request and allow for the much-needed development of Eado 800 Lofts.

Sincerely,

Zarana Sanghani
Acting Director
Center for Urban Transformation



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive, Houston, Texas 77057 | Phone 713.260.0500 | **Mark Thiele**, Interim *President & CEO*

Board of Commissioners: LaRence Snowden, *Chair* | Kristy Kirkendoll, *Vice Chair* | Dr. Max Miller | Kris Thomas | Guillermo Hernandez | Stephanie Ballard | Andrea Cooksey

April 26, 2021

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 77003

Dear Mr. Wilkinson,

My name is Stephanie Ballard, and I am the resident member of the Houston Housing Authority's Board of Commissioners. In this position, I represent the residents, including those from Clayton Homes. It is with great pleasure that I write this letter to support the plans for the development of 800 Middle Street.

Even though the residents will have to relocate for the I-45 expansion before the 800 Middle Street development is completed, the Houston Housing Authority has made it clear that they will have the first right to return to the neighborhood they have historically called home, preserving the legacy and character of the Second Ward.

As a resident, who had to relocate for the redevelopment of Kennedy Homes, I understand the benefits of moving back into a newly developed community. The Houston Housing Authority has put the Clayton residents first throughout this process by hiring a highly respected relocation firm to eliminate the stress and challenges of moving.

The residents of Clayton Homes look forward to the high-quality, affordable community that will be built at 800 Middle Street. Developments like these are critical to supporting Houston's vision of increasing affordable housing.

Sincerely,

Stephanie Ballard
Houston Housing Authority Commissioner

10b

BOARD ACTION ITEM

ASSET MANAGEMENT DIVISION

JUNE 17, 2021

Presentation, discussion, and possible action on timely filed appeal under the Department's Multifamily Program Rules for The Heights at Post Oak Apartments (HTC #95007)

RECOMMENDED ACTION

WHEREAS, the appeal relates to The Heights at Post Oak Apartments (the Development), which received an allocation of 9% Housing Tax Credits (HTCs) in 1995 for the rehabilitation of 563 units of multifamily housing in Houston, Harris County;

WHEREAS, on January 13, 2021, at the request of BPC Pines WB LLC (the Development Owner or Owner), the Development was posted for sale on the Department's website as part of the Right of First Refusal (ROFR) process;

WHEREAS, on April 14, 2021, The 33-53 Williams Foundation, a 501(c)(3) nonprofit organization, submitted a purchase offer in the form of a Letter of Intent (LOI) for the purchase of the Development and its adjacent first phase property (HTC #93074);

WHEREAS, on April 21, 2021, staff informed the Owner's attorney that, under the ROFR provisions in the Land Use Restriction Agreement (LURA), a bona fide offer is required, which staff has determined is accomplished with an LOI;

WHEREAS, in a letter dated May 4, 2021, the Owner's legal representative requested an appeal of staff's determination from the Executive Director;

WHEREAS, the Executive Director issued a letter dated May 18, 2021, to the Owner's attorney stating that staff's determination is sustained but that if the Owner was not satisfied with the determination, in accordance with 10 TAC §1.7(f), the Owner had seven days to submit a written appeal to be presented to the Board; and

WHEREAS, on May 25, 2021, the Owner's attorney submitted a written request for an appeal to be presented to the Board for consideration;

NOW, therefore, it is hereby

RESOLVED, that the appeal for The Heights at Post Oak is hereby denied.

BACKGROUND

The Heights at Post Oak received a 9% HTC allocation in 1995 for the rehabilitation of 563 units of multifamily housing in Houston, Harris County. The LURA for the Development requires that if at any time after the 15th year of the Compliance Period the Owner determines to sell the Development, prior to any sale, the Owner must notify the Department of its intent to sell the Development so that the Department can attempt to identify one or more qualified nonprofit organizations, within the meaning of Section 42(h)(5)(C) of the Internal Revenue Code, or tenant organizations that make a bona fide offer to purchase the Development for fair market value, and if the Owner receives bona fide offers to purchase the Development from a qualified nonprofit organization or tenant organization, the Owner shall sell the Development pursuant to such offer. The Owner notified the Department of its intent to sell the Development, and the 90-day ROFR posting period ran from January 13, 2021, through April 14, 2021.

The Department was informed of two purchase offers received during the ROFR posting period, but one of the offers was not from a qualified nonprofit organization or a tenant organization. The second purchase offer was in the form of a LOI from The 33-53 Williams Foundation, a 501(c)(3) nonprofit organization, and is for the purchase of the Development and its adjacent first phase property (HTC #93074), which is not subject to ROFR but is being operated as a single property, along with the Development.

In accordance with 10 TAC §10.407(b)(1), the Fair Market Value of \$33,837,850 for the Development was established using an executed purchase offer that the Development Owner would like to accept. The Purchase and Sale Agreement submitted to determine Fair Market Value, which the Owner would like to accept, reflects a purchase price of \$56,500,000 for the Development and its adjacent phase (HTC #93074). At the request of staff, an amendment to the Contract allocates the purchase price between the two phases (Phase I - \$22,662,150; Phase II - \$33,837,850). The LOI from The 33-53 Williams Foundation reflects a purchase price of \$57,250,000 for both phases. On April 21, 2021, staff informed the Owner's attorney that, under the LURA, a bona fide offer is required, which staff has determined is accomplished with a LOI.

The Department received a letter from the Owner's attorney, Tamea A. Dula, as of May 4, 2021, appealing the determination by staff that a response to the Right of First Refusal posting by The 33-53 Williams Foundation is a bona fide offer by a Qualified Nonprofit Organization pursuant to the Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits dated October 1, 1996, which specifies that the Owner shall consider a "bona fide offer to purchase for fair market value." This would mean that the Owner be determined to have complied with the ROFR requirements without having to accept the offer from the nonprofit organization.

The letter from Ms. Dula states that the LOI does not comply with the ROFR Notice insofar as it requires sale of both Phase I and Phase II, while only Phase II was offered pursuant to the ROFR posting. Ms. Dula further stated that the LOI does not have any mechanism for the purchase of only Phase II, and is therefore, not responsive to the ROFR posting. Additionally, Ms. Dula indicated that, under the terms of the Second Amendment to the purchase contract, the

purchaser under the contract has the right to purchase Phase I by itself if Phase II is bought pursuant to the ROFR. According to Ms. Dula, accepting the nonprofit's LOI would force the Owner into default under the contract by creating a cloud on the title to Phase I. As a result, the Owner would not be able to convey Phase I independently pursuant to the contract, even though Phase I is not burdened by a ROFR requirement. However, under the Department's rules, the purchase contract is only to be used to determine Fair Market Value and is conditioned upon satisfaction of the ROFR requirement. Additionally, upon submission of the LOI, the buyer and the seller may negotiate further before reaching an agreement on the terms of the sale.

In addition to the issues raised above, the Owner is concerned that a non-binding letter of intent, disavowable by the offeror at any time, would be considered a bona fide offer under the Department's current interpretation of the ROFR regulations. Ms. Dula stated that no earnest money was provided, no information concerning the financial capability of the nonprofit was provided, and no information concerning the proposed financing of the Development was offered, except an inference that the nonprofit might intend to assume the existing financing. Ms. Dula points out there is no indication that the nonprofit has any "skin in the game" in presenting its LOI, and the dearth of terms creates doubt as to whether the LOI rises to the level of an "offer", much less an offer made in good faith.

Staff's interpretation of the ROFR provision and rules is that the LOI is a good faith offer, and if accepted by the Owner, the offer in the form of an LOI will result in the execution of an enforceable, valid and binding contract once all parties have agreed to certain terms. In accordance with 10 TAC §10.407(f)(1)(B), in the event that the nonprofit fails to close the transaction, the ROFR provision is satisfied if the failure is determined to not be the fault of the Development Owner and the Development Owner received no other bona fide offers from a Qualified Nonprofit Organization.

In a letter dated June 8, 2021, Ms. Dula further explained that, although there is a pre-existing contract to sell Phases I and II of Heights at Post Oak to a third party, the Owner has no objection to selling to a Qualified Nonprofit Organization on similar terms to those currently under contract. For that reason, Elliott Aronson, representative of the Owner, has been in communications and negotiations with Victor Russell, representative of the nonprofit, since January 25, 2021, concerning the possible sale of the project to the nonprofit.

After months of email correspondence and telephone conferences with Mr. Russell, Mr. Aronson has concluded that the nonprofit is not a capable purchaser, and the Owner is requesting that the Department determine that the Owner has complied with the ROFR through its good faith negotiations with the nonprofit for the sale of Phases I and II. According to Ms. Dula, a proposed form of Purchase and Sale Agreement (PSA) in response to the nonprofit's proposal was provided to Mr. Russell at his request on May 3, 2021. Over a month later, he has failed to reply with any counteroffer or other response to the terms offered. Ms. Dula further pointed out that, in his most recent communications to the Owner, Mr. Russell has confirmed that he does not have the funds necessary to move forward with this transaction, asking the Owner to supply over \$16.25 million to facilitate a closing. Ms. Dula indicated that, while this is not exactly the scenario set forth in 10 TAC §10.407(f)(1)(B), it is very similar, and they feel that the Owner has made a good faith effort to comply with the ROFR requirements.

10 TAC §10.407(f)(1)(B) states that ROFR is satisfied when a bona fide offer from a Qualified Nonprofit Organization is received at or above the posted ROFR offer price, the Development Owner accepts the offer, the Qualified Nonprofit Organization fails to close the purchase, the failure is determined to not be the fault of the Development Owner, and the Development Owner received no other bona fide offers from a Qualified Nonprofit Organization during the required ROFR posting period. In this case, although the Owner has been negotiating with the nonprofit and the process is taking longer than the Owner would prefer, the nonprofit has not confirmed that it cannot close the purchase, and as a result, staff cannot make an affirmative recommendation that the nonprofit has failed to close the purchase. According to the representative from the nonprofit, they are working to get an all cash funding finalized. The nonprofit acknowledged that they asked the Owner representative if there would be interest in participating in their financing strategy, but also indicated that the transaction could still move forward without such participation.

Given that the fact pattern to date does not meet the requirements in the rules to determine that ROFR has been satisfied, staff recommends the Board deny the appeal.

COATS | ROSE

A PROFESSIONAL CORPORATION

TAMEA A. DULA
OF COUNSEL

tdula@coatsrose.com
Direct Dial
(713) 653-7322
Direct Fax
(713) 890-3918

June 8, 2021

By Email to bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: #93074; Heights at Post Oak – Phase I (formerly known as Pines of Westbury, Phase I);
#95007; Heights at Post Oak – Phase II (formerly known as Pines of Westbury, Phase II);
Update on Status of Negotiations with ROFR Responder.

Dear Mr. Wilkinson:

As you are aware, BPC PINES WB LLC (“Owner”) has appealed the determination by Asset Management Division that a response to a Right of First Refusal (“ROFR”) posting by The 33-53 Williams Foundation (the “Foundation”) is a *bona fide* offer by a Qualified Nonprofit Organization, and we anticipate that this appeal will be heard at the June 17, 2021 Board Meeting. Although there is a pre-existing contract to sell Phases I and II of Heights at Post Oak (the “Project”) to a third party, the Owner has no objection to selling to a Qualified Nonprofit Organization on similar terms to those currently under contract. For that reason, Elliott Aronson, representative of the Owner, has been in communications and negotiations with Victor Russell of the Foundation since January 25, 2021 concerning the possible sale of the Project to the Foundation.

After months of regular email correspondence and telephone conferences with Mr. Russell, Mr. Aronson has concluded that the Foundation is not a capable purchaser and we respectfully request that the TDHCA determine that the Owner has complied with the ROFR through its good faith negotiations with the Foundation for the sale of Phases I and II. A proposed form of Purchase and Sale Agreement (“PSA”) in response to the Foundation’s proposal was provided to Mr. Russell at his request on May 3, 2021. Over a month later, he has failed to reply with any counteroffer or other response to the terms offered.

Enclosed with this update are copies of the email chains between Mr. Aronson and Mr. Russell containing more than 45 messages, as follows:

9 Greenway Plaza, Suite 1000 Houston, Texas 77046
Phone: 713-651-0111 Fax: 713-651-0220
Web: www.coatsrose.com

<u>Attachment</u>	<u>Period of Correspondence</u>
1 Email	January 25, 2021 – February 17, 2021
2 Email	February 24, 2021 – March 8, 2021 ¹
3 Email	February 24, 2021 – March 16, 2021
4 Email	March 16, 2021 – March 17, 2021
5 Email	March 20, 2021 – March 22, 2021
6 Email	March 23, 2021 – April 1, 2021
7 Email	April 21, 2021
8 Email	April 26, 2021 – May 3, 2021
9 Email	May 3, 2021
10 Email	May 7, 2021 – May 7, 2021
11 Email	May 25, 2021 – May 27, 2021
12 Email	May 27, 2021 – June 3, 2021

We additionally enclose the attachments that were provided to or by Mr. Russell as part of the email correspondence:

- a. Twelve Month Trailing Income Statement dated 3/31/2021;
- b. Rent Roll dated 3/31/2021;
- c. MMR Sponsors One Year Escrow Qualifications;
- d. Draft PSA between Owner and Foundation;
- e. Bank Comfort Letter; and
- f. Proposal to Provide a Good Faith Account Deposit (\$16,250,000).

We sincerely believe that the ROFR response by the Foundation should not have been considered a *bona fide* offer; however, during the time the appeal has been pending the Owner has been simultaneously exploring the Foundation's interest in the Project. Due diligence materials in excess of those posted with the ROFR have been provided upon request, and Mr. Russell was given a tour of the Project and any and all questions from Mr. Russell have been answered. Following the expiration of the ROFR posting, there were specific discussions with Mr. Russell about the Foundation's proposed purchase of the Project, and the Owner clearly demonstrated its willingness to sell the Property to the Foundation. To that end, at the request of Mr. Russell and at the expense of Owner, an initial form of PSA was drafted and sent to the Foundation based upon the price indicated in the Letter of Intent initially proposed by the Foundation. As mentioned earlier, there has been no response to the PSA submitted by the Owner.

¹ Two emails dated March 8th are in this sub-chain that do not appear in the similar email chain designated "3 Email."

Bobby Wilkinson, Executive Director

June 8, 2021

Page 3

In view of all of the foregoing, we request that you conclude that the Owner has negotiated in good faith with the Foundation, as the sole responder determined by Asset Management to have submitted a *bona fide* offer in response to the ROFR. The Owner accepted the Foundation's offered price (which was in excess of the posted ROFR price) as shown by the draft PSA, but the Foundation has not responded with any counteroffer or attempt to negotiate the remaining terms of the PSA. Further, and most importantly, in his most recent communications to Owner, Mr. Russell has confirmed that he does not have the funds necessary to move forward with this transaction, asking the Owner to supply over \$16.25 million to facilitate a Closing. While this is not exactly the scenario set forth in Section 10.407(f)(1)(B), it is very similar, and we feel that the Owner has made a good faith effort to comply with the ROFR requirements. For this reason, we ask that the TDHCA regard the ROFR requirement as having been met, and that a statement to that effect be issued.

Thank you for your attention to this matter. If the Staff concludes that the ROFR requirements have been met, then we request that the pending appeal be removed from the Agenda for the June 17, 2021 Board Meeting.

Sincerely,

A handwritten signature in black ink, reading "Tamea A. Dula". The signature is written in a cursive, flowing style with a prominent initial "T".

Tamea A. Dula

cc: Rosalio Banuelos
Lucy Trevino
Elliott Aronson
Barry Palmer

1 Email

From: Victor F.Russell <VicRussell@MMR-RealtyAdvisors.com>
Sent: Wednesday, February 17, 2021 1:13 PM
To: Elliott Aronson
Cc: Elliott Aronson
Subject: Re: Heights

Importance: High

Elliott,

As of the 13th & Valentines Day this week, it has been totally crazy throughout Texas. This crazy “rolling blackout” mess that our State Government & Electric Power Grid supplier ERCOT has implemented, is ridiculous, absoulty redicious. I’m lucky to be typing now.

On the Houston 940. I’ve gotten to a **Family Office** to include above the \$56.5M contract to add \$8.5M to complete the renovations, for a total of **\$65M**. Their typical investments have been in the Oil & Gas, Energy, Petroleum, Ni-Gas and Port Development sectors of real estate.

They invest in real estate for developing **cash flow**. Selling assets is not their focus or determining factor. Since 1966 they been investing in the aforementioned assets classes, which in most cases is a lifetime investments. Now Multifamily, Office or Retail, etc we trade at will as the markets shifts.

They require a **3% yield** on their investments, as is the case here. In exchange I asked for a 1 year deferment in paying the 3% yield. Starting the 13 month forward to make quarterly distributions and “SPLIT” 50/50 of all cash flows for writing a **check for 100% of the \$65M**. The answer to this point is **“Yes”**.

To sure up my balance sheet of the 501 (c)(3), I need to post for 1 year 25% of the their \$65M or **\$16.250M** in any FDIC insured bank account. Monthly I have to provide for their Board of Directors meetings that the \$16.250M is on hand via a typical bank statement. The strategy here is getting through the first year they want to make certain that if there are any problems, I have a capital partner, ability and most importantly balance sheet to continue improving without having to require them to invest more capital into a Multifamily deal. **“Renting a balance sheet”** is as simple as I can state this execution and have gotten them to agree. The 501(c)(3) Philanthropic mission has a great deal of community pride in motivating this effort.

Politically, as we discussed their is “the rest of the story”!!!

The counter balance to this strategy for me is, with your help I believe we can find this capital partner to set aside essentially **“dead money”** for 1 year term. I would pay a nominal rate, call it **7% on their \$16.250M** to set idol and earn **\$1,137,500 on dead money**, like a 1 year CD or Money Market account. Given there is no liability, non-callable and unencumbered account, we should be able to secure the capital partner.

The economic benefits are tremendous at the property level, given I’m paying a yield of 7% or \$1,137,500 vs \$1,950,000 on \$65M @3% builds **“positive cash flow”** right out the gate by **\$812,250** at the property level. This \$812k savings is an enormous plus and capital for the next deal. All of their investment are FREE & CLEAR properties. Given the \$8.5M to continue the renovations, is a vote of confidence as I am telling them this is a long term hold and we’re not selling. This also is a perfect fit into a **UpREIT** execution, as I initially discussed with you.

The Family Office is not into the leveraged business as you as I are in seeking typical bank, agency, HUD and Life company and / or private investment capital up to the top 80%, 75% or 90% of a purchase price, if we can find it.

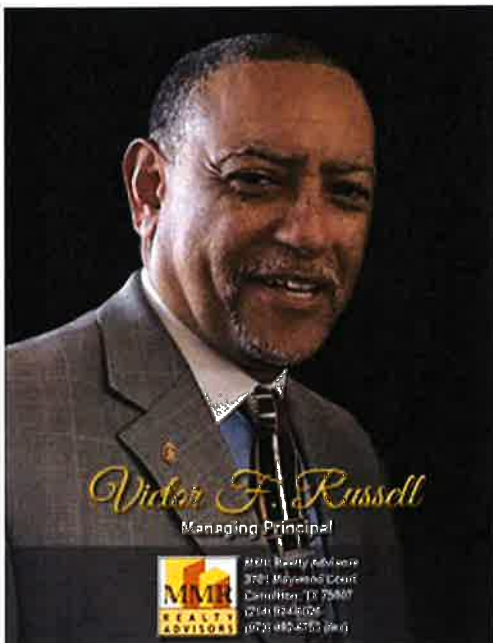
To this point, I'll stop and let you digest this acquisition strategy and financing strategy.

Elliott, send me the most current Financials and trailing 24 month and balance sheet on the property too.

I will call you tomorrow to further discuss too. Just shoot me what times work best for you.

Thxs,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
Carrollton, Texas 75007
(214) 924-6026-cell
(972) 394-3324-Direct
(972) 492-6753-fax
Email: VicRussell@MMR-RealtyAdvisors.com
NTCAR (North Texas Commercial Association of Realtors) (214-638-5525)
National Association of REALTORS® | NAR (800) 874-6500
Texas Association of REALTORS® | TAR (800) 873-9155
Mortgage Bankers Association (CFRE) (800) 793-6222



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On Feb 10, 2021, at 5:44 PM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Elliot,

Great. On it.

Thxs,
Vic
214-924-6026

On Feb 10, 2021, at 5:33 PM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

I will be on cell (917)446-2328.

Thanks.

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Wednesday, February 10, 2021 6:26 PM
To: Elliott Aronson <EAronson@iliadrealty.com>
Subject: Re: Heights

Elliott,

About 9:30AM (CST) / 10:30AM (EST) I'll dial ya up.

Thxs,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
Carrollton, Texas 75007
(214) 924-6026-cell
(972) 394-3324-Direct
(972) 492-6753-fax
Email: VicRussell@MMR-RealtyAdvisors.com
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On Feb 10, 2021, at 5:20 PM, Elliott Aronson
<EAronson@iliadrealty.com> wrote:

Sounds good - glad you are feeling better.

Sent from my iPhone

On Feb 10, 2021, at 6:15 PM, Victor F. Russell
<vicrussell@mmr-realtyadvisors.com> wrote:

Hello Elliott,

Got a chance to tour the property on the 26th. Spent the follow weeks assessing the capital structure from the 501(c)(3) structure and got it figured out with a Family Office.

In between, I had a short stay in the hospital in in Dallas for a Inguinal Hernia operation and just returned today to work. Still a little sort but nothing a little Extra Strength Tylenol can't calm the pain for now:)

I'll call you in the morning to cover the acquisition strategy. Separately, building on some scale with the two other 500 unit properties I want to dig in a little further too.

Thxs,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
Carrollton, Texas 75007
(214) 924-6026-cell
(972) 394-3324-Direct
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On Jan 25, 2021, at 4:59 PM, Victor Russell <vicrussell@mmr-realtyadvisors.com> wrote:

Hello Brenda,

Great. Just checked into Hotel and see you at 9AM in the morning.

This,
Vic
214-924-6026

**Victor F. Russell-
Managing Principal
MMR Realty Advisors
3701 Maywood Ct, Ste 101
Carrollton, Texas 75007
(972) 394-3324-Direct
(972) 492-6753-fax
URL: [www.MMR-
RealtyAdvisors.com](http://www.MMR-RealtyAdvisors.com)
Email: [VicRussell@MMR-
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On Jan 25, 2021, at 4:04 PM, Brenda Choate <brenda@tarantino.com> wrote:

Hello,
Mr. Russell,

We would be happy to tour you tomorrow at 9. See you then.

Respectfully,
Brenda Choate,
CAPS®
Tarantino Properties,
Inc.
7887 San Felipe, Suite
237
Houston, TX 77063
713-974-4292 Phone
713-974-4293 ext 156
713-974-5846 Fax
www.tarantino.com

<image002.jpg>

From: Elliott Aronson
<EAronson@iliadrealty.com>
Sent: Monday, January 25, 2021 3:04 PM
To: Victor F. Russell
<vicrussell@mmr-realtyadvisors.com>
Cc: Brenda Choate
<brenda@tarantino.com>; David Facundo
<dfacundo@tarantino.com>
Subject: Heights

Vic,

I am cc'ing Brenda and David who oversee the Heights property. I am sure they can have someone meet and

tour you there are 9 am
tomorrow.

Thanks,
Elliott

From: Victor F. Russell
<vicrussell@mmr-realtyadvisors.com>
Sent: Monday, January 25, 2021 7:14 AM
To: Elliott Aronson
<EAronson@iliadrealty.com>
Cc: Elliott Aronson
<EAronson@iliadrealty.com>
Subject: Houston Heights

Good Morning Elliott,

I'm leaving this afternoon to Houston. Overnight and Tuesday morning swinging by your property for 60 minutes to take a quick tour and heading back to Dallas Tuesday afternoon.

To the extent you can send me a contact person and likewise share my cell number (214) 924-6026 with an onsite person, please advise. If 8:30 or 9AM Tuesday would work, that would be my preference.

Thanks,
Vic
(214) 924-6026

***Victor F. Russell-
Managing Principal
3701 Maywood Ct,
Suite 101
Carrollton, Texas 75007***

(214) 924-6026-cell
(972) 394-3324-Direct
(972) 492-6753-fax
Email: VicRussell@MMR-RealtyAdvisors.com
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promptly destroy
the original
transmission and
its attachments.*

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2 Email

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Monday, March 8, 2021 10:12 AM
To: Elliott Aronson
Subject: Re: \$65M Commitment to Purchase Highland's - Houston
Attachments: v7-MMR Balance Rental Strategy.pdf

Elliott,

Look forward to your call when you get back in this afternoon.

This is simple and I cover in 3 minutes with you. This is from my days at Bear Stearns and AIG. Simple ask.

Thxs,
Vic
214-924-6026

> On Mar 8, 2021, at 7:48 AM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

>
> I have a site visit and then should be in the office by 11 am EST and will call you
>
> Sent from my iPhone
>
>> On Mar 7, 2021, at 4:36 PM, Victor F. Russell <vicrussell@mmr-realtyadvisors.com> wrote:
>>
>> Elliott,
>>
>> We have to talk in the morning ASAP!!
>>
>> Just tell me what time????
>>
>> This has taken a ton of time to move around all of the parts to make this work. I got \$8.2M above the \$56.8M to complete the renovations and cover the soft cost associated in my budget.
>>
>> I've used my political capital with Congressman Al Green (15 yr friend) and the Mayor's office to get some additional resources through Harris County Judge Hidalgo.
>>
>> Now that the parts are all lining up right to the UpREIT exit 3 yrs out, I need to explain to you. Getting you on board to stay in the deal, which I don't see as any problem at all. Matter of fact, get those two other 500 unit properties line up. Send me the addresses this evening if you can, so I can see on Google where these two properties are located too.
>>
>> Shoot me a time to talk in the morning.
>>
>> Have a great afternoon.
>>
>> Thxs,
>> Vic
>> 214-924-6026
>>
>>
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>>
>>
>>
>>
>> Victor F. Russell-Managing Principal
>> 3701 Maywood Ct, Suite 101
>> Carrollton, Texas 75007
>> (214) 924-6026-cell
>> (972) 394-3324-Direct
>> (972) 492-6753-fax
>> Email: VicRussell@MMR-RealtyAdvisors.com<mailto:VicRussell@mmr-realtyadvisors.com>
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>> Texas Association of REALTORS® | TAR (800) 873-9155
>> Mortgage Bankers Association (CFRE) (800) 793-6222
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>> [cid:b6e63fc7-373e-4ab7-b75d-617fd4e1aec9@exch026.domain.local]
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>> On Feb 24, 2021, at 4:54 PM, Elliott Aronson <EAronson@iliadrealty.com<mailto:EAronson@iliadrealty.com>> wrote:
>>
>> Vic,
>>
>> Per your request, attached are 2020 financials for Heights along with Rent Roll from January 31, 2021.
>> <Heights at Post Oak Financials 01.21_Rent Roll.pdf><Heights at Post Oak Financials 12.20_T12.pdf>
>>

3 Email

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Tuesday, March 16, 2021 9:41 AM
To: Elliott Aronson
Subject: Re: \$65M Commitment to Purchase Highland's - Houston

Hey Elliott,

Just left you a VM.

FYI...I've got a property inspection from 12:30PM/1:30PM (EST) and back by 3:30PM/4:30PM (EST) this afternoon. If I can speak with your guy before would be great or even into the evening if required.

Next, as mentioned I need you to stay in the deal and look forward to building out the strategy leading to the UpREIT execution.

Give me a call.

Thxs,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
Carrollton, Texas 75007
(214) 924-6026-cell
(972) 394-3324-Direct
(972) 492-6753-fax
Email: VicRussell@MMR-RealtyAdvisors.com
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National Association of REALTORS® | NAR (800) 874-6500
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Mortgage Bankers Association (CFRE) (800) 793-6222

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On Mar 12, 2021, at 7:56 AM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Elliott,

Question that arose this week was, "to what extent did we experience any plumbing and water damage from the February 13th-18th winter storm"?

Second, my question, what was the top Cap X areas that you see some of the \$8.2M needs to be invested coming out the gate?

My GC is working on a schedule of values and I need to prioritize the top 10 categories for his construction management team to get me some numbers.

Thxs,
Vic

Victor F. Russell
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Email: vicrussell@MMR-RealtyAdvisors.com
Web: www.MMR-RealtyAdvisors.com

Sent from my iPhone

On Mar 11, 2021, at 9:45 AM, Victor F. Russell <vicrussell@mnr-realtyadvisors.com> wrote:

Elliott,

Give me a call on the follow up on the "balance sheet" rental strategy investor to call.

Thxs,
Vic
214-924-6026

***Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
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On Mar 7, 2021, at 3:36 PM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Elliott,

We have to talk in the morning ASAP!!

Just tell me what time????

This has taken a ton of time to move around all of the parts to make this work. I got \$8.2M above the \$56.8M to complete the renovations and cover the soft cost associated in my budget.

I've used my political capital with Congressman Al Green (15 yr friend) and the Mayor's office to get some additional resources through Harris County Judge Hidalgo.

Now that the parts are all lining up right to the UpREIT exit 3 yrs out, I need to explain to you. Getting you on board to stay in the deal, which I don't see as any problem at all. Matter of fact, get those two other 500 unit properties line up. Send me the addresses this evening if you can, so I can see on Google where these two properties are located too.

Shoot me a time to talk in the morning.

Have a great afternoon.

Thxs,
Vic
214-924-6026

<MMR Commitment-940 Houston.pdf>

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On Feb 24, 2021, at 4:54 PM, Elliott Aronson
<EAronson@iliadrealty.com> wrote:

Vic,

Per your request, attached are 2020 financials for Heights along with Rent Roll from January 31, 2021.
<Heights at Post Oak Financials 01.21_Rent Roll.pdf><Heights at Post Oak Financials 12.20_T12.pdf>

4 Email

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Wednesday, March 17, 2021 3:12 PM
To: Elliott Aronson
Subject: Re:

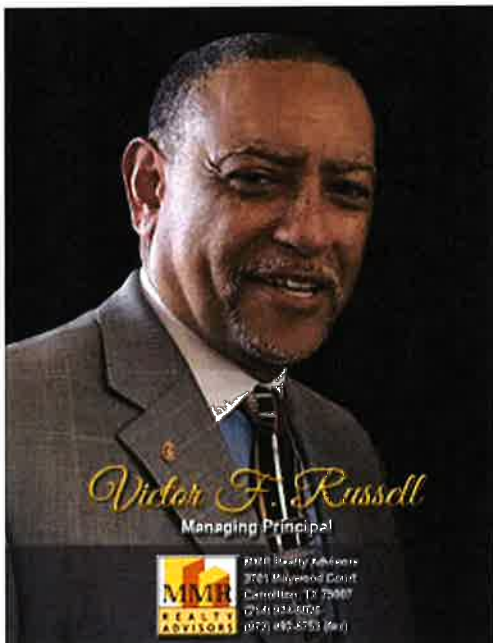
Elliott,

Can you set a time that we can speak with your partner?

We good to go on this end at the \$65M.

Thxs,
Vic

Victor F. Russell-Managing Principal
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On Mar 16, 2021, at 10:35 AM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Elliott,

Good deal.

Elliott, on a slightly different track, as him if we (you & I) put a \$100M S1 registered Texas Real Estate Fund together would he sponsor us.

Through my relationships with TRS (Texas Retirement System \$12B fund) and several of the other Texas Pension Funds (see the list attached) he help launch the Fund that \$500M would be a drop in the bucket wit the political connections that I have too. I know the guys at CiTi would be very interest in Co-Investing is a well capitalized and registered fund.

Let me know.... your partners relationship would be of some help too. NYC backroom that you've built has me thinking in this vain.

Thxs,
Vic

<DMN Pension Fund Rankings 2020-8-16.pdf>

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On Mar 16, 2021, at 9:52 AM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

Vic,

I am speaking to my partner in about an hour.

Thanks,

Elliott

Sent from my iPhone

5 Email

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Monday, March 22, 2021 12:46 PM
To: Elliott Aronson
Subject: Re: Heights at Post Oak-25% 1 yr CD strategy

Elliott,

This afternoon something would be good to set the call. I'll be back from appointment by 2:45PM / 3PM (CST) at the latest.

Thxs,
Vic
214-924-6026

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3701 Maywood Ct, Suite 101

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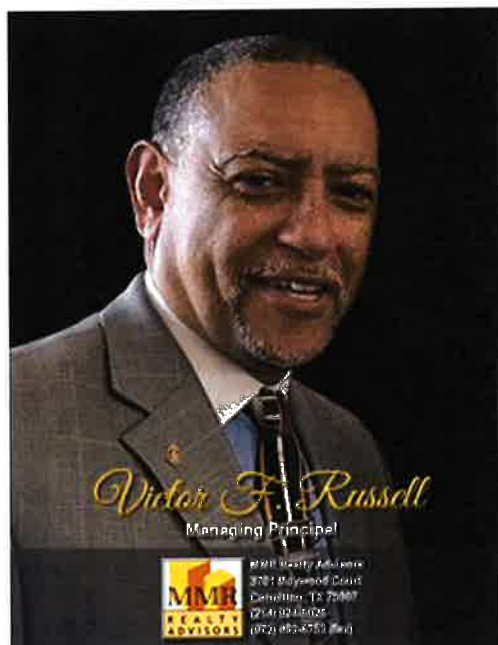
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On Mar 20, 2021, at 11:47 AM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Hey Eric,

Yeah..... set it for Sunday anytime. I'm headed to Waxahachie to sight visit a deal for the balance of the afternoon and then with my wife to knock our some 42 yrs of marriage duties:))

Be safe and travel safe !!

Thxs

Vic

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Sent from my iPhone

On Mar 20, 2021, at 11:30 AM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

I spoke to them - are you free to chat this weekend? Or Monday? I am on a plane for the next several hours but around later in the day

Sent from my iPhone

On Mar 20, 2021, at 12:05 PM, Victor F. Russell <vicrussell@mmr-realtyadvisors.com> wrote:

Hey Elliott,

I still want to vet your partner and hear his concerns to see if we can get him comfortable with the "1 year CD" strategy to close our deal.

Also, I really want you to be in my deal going forward for all the right reason and being in the financial center of the universe, is important to me to create a relationship with you on building a real estate platform down here in Texas. All good stuff Elliot.

I need to get with you on structure the \$8.2M agreement of the \$65M to fund the continuation of the renovations to make the property more competitive in its sub-market.

Politically, I had a great call with the EDC department of Mayor Turner, at his recommendation. I would like your permission to have my GC go to the property next week after I speak with him again this weekend, this afternoon to also give us an opinion on the items your recommended this week and whatever else he can recommend from touring the property. I would budget a couple hours is all he needs at this point. Would it still be the same lady that you hook me up with on my January 27th tour to contact?

The PM that I meet with is no longer on the property, if you didn't know is why I'm asking.

I never asked, but can you determined when the "roofs" were last replaced on these buildings? To the extent of allocating some dollars out of these \$8.2M would be a wise investment if this has never been upgraded.

Have a great weekend and let's talk on Monday.

Thanks,
Vic
(214) 924-6026

Victor F. Russell
Managing Principal
MMR Realty Advisors
Direct: (972) 394-3324
Fax: (972) 492-6753
Email: vicrussell@MMR-RealtyAdvisors.com
Web: https://url.emailprotection.link/?bkAGODNt6x7PvL4zJxN1RuAa1s9h9B-3eleGFuu5pFtaA4FSyrpshd2v57PmDYNDytpGrZI9u-xcidapG2yb_0Q~~

Sent from my iPhone

6 Email

From: Victor F. Russell <VicRussell@mmr-realtyadvisors.com>
Sent: Thursday, April 1, 2021 2:14 PM
To: Elliott Aronson
Subject: Fwd: GC - Eric Boutte - Houston

Hey Elliott,

Got tied up for the morning and took a shot at calling you with in transit and VM is full, instead shot a text to you.

Give me a call as soon as possible. FYI, I'm around through the weekend to talk too.

Thxs
Vic
214-924-6026

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Fax: (972) 492-6753
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Sent from my iPhone

Begin forwarded message:

From: "Victor F. Russell" <vicrussell@mmr-realtyadvisors.com>
Date: March 31, 2021 at 11:32:43 AM CDT
To: Elliott "Heights" Aronson <EAronson@iliadrealty.com>
Subject: Re: GC - Eric Boutte - Houston

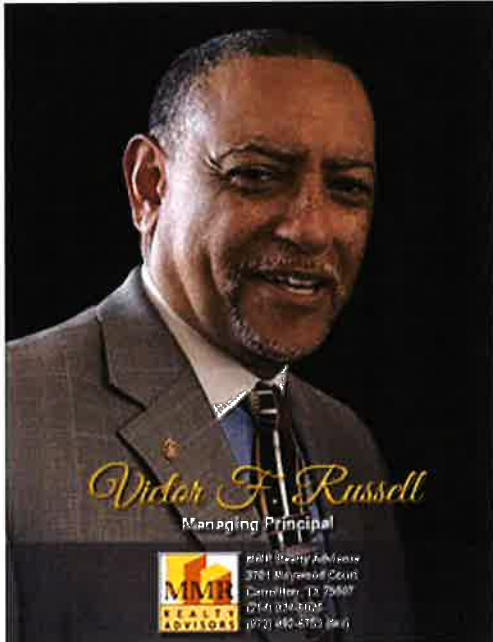
Eric,

Give me a call between 2PM (EST) and 3PM (EST), if you can.

I got to run out for a couple property inspections and didn't want to miss your call while out of the office to hit some of my notes.

Thxs,
Vic
214-924-6026

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On Mar 30, 2021, at 9:32 AM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Hey Elliott,

Hope you make it in from last weeks travel. Just left a message for you. Need to speak with the financial partner on the strategy, update on the GC findings and the other two 500 unit properties.

Give me a call today.

Thxs,
Vic
214-924-6026

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On Mar 25, 2021, at 2:45 PM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Elliott,

Just left you a message. Give me a call. The GC was out at the property yesterday.

Thxs,
Vic
214-924-6026

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3701 Maywood Ct, Suite 101
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On Mar 23, 2021, at 11:02 PM, Victor F. Russell
<VicRussell@MMR-RealtyAdvisors.com> wrote:

Hey Eric,

I spent some time the past couple weeks with my GC & CM going over ideas. Tomorrow Eric has business on that side of town and I asked him to swing through the property for quick look at the property.

The site manager has change out and I think "Brianna" is the name of the new manager. Can you ask her to show Eric a 1 & 2 BD unit that hasn't been upgraded, so he can see first hand what I've been explaining over the phone.

100% of the parking lots and roofs throughout are two items that he is pricing up for me too.

Thxs,
Vic
214-924-6026

Victor F. Russell
Managing Principal
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Direct: (972) 394-3324
Fax: (972) 492-6753
Email: vicrussell@MMR-RealtyAdvisors.com
Web: www.MMR-RealtyAdvisors.com

Sent from my iPhone

7 Email

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Wednesday, April 21, 2021 2:45 PM
To: Elliott Aronson
Subject: Height at Post Oak-Houston

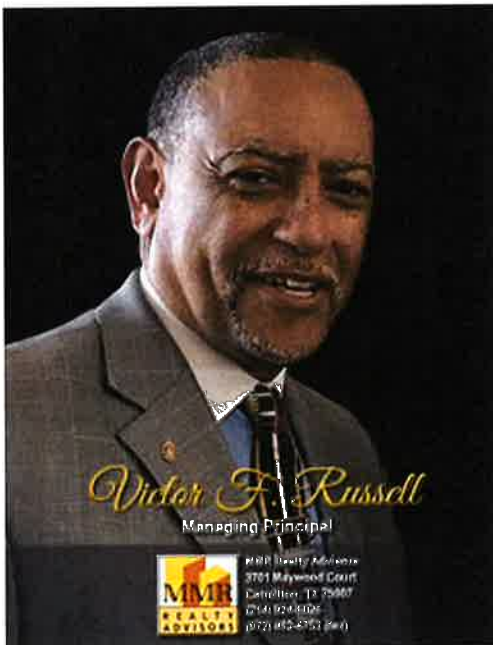
Hey Elliott,

I shot you a text message and left VM return message a little bit ago.

Hit me on the cell when you get a minute. I'll be mobile and look out for your call.

Thxs,
Vic
214-924-6026

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8 Email

From: Elliott Aronson <EAronson@iliadrealty.com>
Sent: Monday, May 3, 2021 10:47 AM
To: Victor F. Russell
Subject: RE: Heights of Post Oaks - Houston
Attachments: Heights T12 Through March 2021.pdf; Heights Rent Roll 03.31.2021.pdf

Vic,

I am fine getting you a PSA – the business deal is what it is so I would expect few, if any, comments and expect it will be signed within a couple of business days. I am not dragging this out if you are not able to close on the terms offered.

The financials are attached.

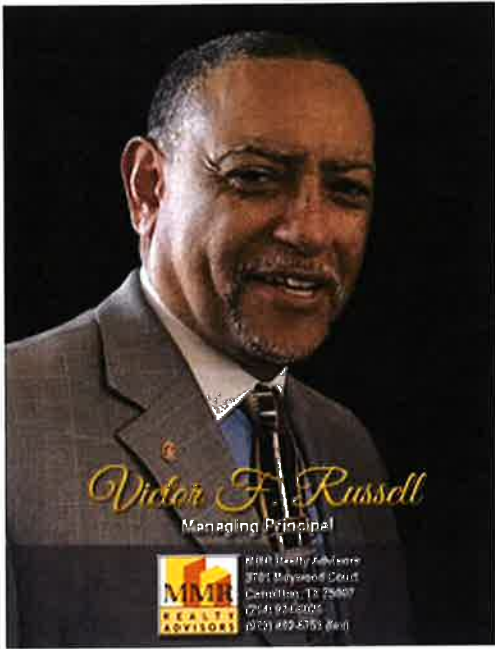
From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Monday, May 3, 2021 9:37 AM
To: Elliott Aronson <EAronson@iliadrealty.com>
Subject: Re: Heights of Post Oaks - Houston

Elliott,

I didn't get to you Thursday and had unexpected travel, and returned yesterday. Personal matter. The PSA get it out the door. I'm following up on the timing, etc today too. Whatever are the current rent roll and numbers send too. Get this money called up and looking forward on the pro-formas.

Thanks,
Vic
214-924-6026

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On Apr 29, 2021, at 9:51 AM, Victor F. Russell <VicRussell@MMR-RealtyAdvisors.com> wrote:

Hey Elliott,

I understand your points. I'm working on getting a consensus to keep us moving in right direction. I'll get back to you this afternoon.

Thxs,
Vic

On Apr 28, 2021, at 11:52 AM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

Vic,

I confirmed that the TDHCA ownership transfer approval is a two-week process – particularly if your property manager is experienced in TX affordable properties.

Again, I want to clarify YOUR timing – not TDHCA's. What I conveyed was that we would send you a PSA and expect that it would be signed expeditiously (say within 7 days) and at signing, there would be a closing date established (45 days out) and Earnest Money at that point would be non-refundable except for Seller default. Please confirm this is your understanding. I do not want to waste anyone's time or money in drafting a PSA otherwise because we will not proceed if it comes back with differing timeframes.

Please call me to discuss.

Thanks.

From: Victor F. Russell <vicrussell@mmr-realtyadvisors.com>
Sent: Wednesday, April 28, 2021 12:36 PM
To: Elliott Aronson <EAronson@iliadrealty.com>
Subject: Heights of Post Oaks - Houston

Hey Elliott,

Your couple of questions I replied in red type below.

Elliott, shoot the latest financials and rent roll so I can keep these team moving when you get a minute.

Thxs,
Vic
214-924-6026

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<image001.jpg>

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On Apr 26, 2021, at 10:52 AM, Elliott Aronson
<EAronson@iliadrealty.com> wrote:

Vic,

Per our conversation, in addition to price, the operative material terms are:

Closing: 45 days from signing of the PSA; **The closing time will be better adjusted to afford us time to secure the State of Texas (TDHCA) and any Harris County approvals in tandem with our normal due diligence.**

Earnest Money: \$600,000 non-refundable at signing of the PSA; **I don't perceive this to be of any issue.**

Financing: If you are using debt (you had discussed with me potentially not using debt at one point), we would also have to understand the source and timing even though the PSA ***will not*** provide for a financing contingency; **Financing contingency we won't have and yes we are working on both all cash and bridge to facilitate this closing.**

As I mentioned to you, we would love to sell the Property to you if the terms are economically similar to those which were posted and are available to us from a credible buyer. If you are agreeable to these terms, we can discuss next steps as we would expect a PSA to be signed very quickly.

Please call me to discuss.

Thanks.

Elliott Aronson

Iliad Realty Group

180 Varick Street, Suite 1100

New York, NY 10014

212.218.5083 - office

917.446.2328 - cell

earonson@iliadrealty.com

9 Email

From: Elliott Aronson <EAronson@iliadrealty.com>
Sent: Monday, May 3, 2021 4:06 PM
To: Victor F. Russell
Subject: Heights
Attachments: PSA_Williams Foundation (v2-EW).docx

Vic,

Attached is the PSA incorporating the material terms on which we are willing to move forward with your group. As I indicated previously, this represents the timing and terms on which the existing buyer is willing to close the deal and if you are willing and able, we would be absolutely fine selling the Property to you. However, we are not going to let this process drag out and expect the PSA to be signed within the next few days if we are moving forward with your group.

I look forward to your prompt response.

Thanks,
Elliott

Elliott Aronson
Iliad Realty Group
180 Varick Street, Suite 1100
New York, NY 10014
212.218.5083 - office
917.446.2328 – cell
earonson@iliadrealty.com

10 Email

From: Elliott Aronson <EAronson@iliadrealty.com>
Sent: Friday, May 7, 2021 6:28 PM
To: Victor F. Russell
Subject: Re:
Attachments: Financials requested April 28th vic & Elliott.png; MMR-Realty_Vic-Photo-Emails_WEB1.jpg

Vic,

The financials were sent May 3rd - and these are simply update of financials you previously received. To be clear - this deal was posted for a full 90-day period and that expired approximately three weeks ago. My expectation was that you had worked out financing options during that time. I laid out our timing expectations to you and asked if - under those guideline I should produce a PSA. You said yes and I did and then I had to reach out since we heard nothing in the period in which we had thought we'd be finalizing the PSA. And even today you have no idea if the attorney has even read the PSA. My sense here is that you are a first-time buyer trying to put together a deal and that it's going to take you far longer to do so that would be necessary for this deal.

Sent from my iPhone

On May 7, 2021, at 7:16 PM, Victor F. Russell <vicussell@mmr-realtyadvisors.com> wrote:

Elliott,

The work this week was alined in sorting the capital alternatives that would fund our \$57.2M purchase in your request of 45 days or less, which is less than what we recommendation in the LOI. But that's find and as we've spoke today and via email I've aggressively pushed the Bridge Lending community to execute in lieu of traditional financing as you experienced with your Freddie Mac loan.

Having a Bridge Lender to commit and meet the timelines your timelines in the 45 day window or less. I'm waiting on those term sheets for you and I to know where we stand. This too was the purpose of requesting the the most recent financials April 28th and you sent them too this week, as requested in my screen the shot attached. This weeks financials got circulated May 6th and today as the packages were assembled in record time, I my opinion to get sent out to secure a commitments.

<Financials requested April 28th vic & Elliott.png>

Having the focused this week on the Bridge financing with the financials we just received is paramount to to the PSA's.

In the mean time the PSA did arrive this week and it too, has gotten circulated and onto my Counsel. As I mentioned to you in today's call, I did incorrectly tell them in to contact your Houston attorney, but to your point and I'm sure my Counsel self-corrected and will communicate with your Dallas Counsel. The good thing Elliott is both are in Dallas. Also, I feel a little more optimistic with your 45 calendar request given they may know each other and either or both know of the TDHCA processes, which will help out on the other calendar that you and I are trying to envision, per your two week TDHCA approval processes.

Have a great weekend and circle up next week on the progress.

Thxs,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
Carrollton, Texas 75007
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(972) 394-3324-Direct
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Mortgage Bankers Association (CFRE) (800) 793-6222

<MMR-Realty_Vic-Photo-Emails_WEB1.jpg>

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On May 7, 2021, at 5:30 PM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

Vic,

I earlier sent you the contact information for my attorney (which was in the PSA forwarded to you Monday). Per our conversation earlier and consistent with our prior communications, we issued the PSA with the understanding that we would have immediate engagement from your group with the expectation that it would have been done this week if we were going to move forward with you. Since we heard nothing following delivery of the PSA Monday, I reached out to you today and was clear that we wanted to hear from your attorney today. My attorney has been available all day and I told him to expect that call today.

Thanks

Sent from my iPhone

On May 7, 2021, at 4:29 PM, Elliott Aronson
<earonson@iliadrealty.com> wrote:

ERIC C. WILLIS

Libby Sparks Willis Starnes PLLC

(214) 390-4166 Direct // (214) 662-5713 Cell
5950 Berkshire Lane // Suite 200 // Dallas, Texas 75225
ewillis@libbysparks.com

Elliott Aronson
Iliad Realty Group
180 Varick Street, Suite 1100
New York, NY 10014
212.218.5083 - office
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earonson@iliadrealty.com

11 Email

From: Victor F. Russell <VicRussell@mmr-realtyadvisors.com>
Sent: Thursday, May 27, 2021 7:46 AM
To: Elliott Aronson
Subject: Re: Heights at Post Oak

Got it.

Circulation now.

Victor F. Russell
Managing Principal
MMR Realty Advisors
Direct: (972) 394-3324
Fax: (972) 492-6753
Email: vicrussell@MMR-RealtyAdvisors.com
Web: www.MMR-RealtyAdvisors.com

Sent from my iPhone

On May 27, 2021, at 7:36 AM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

For 9:00 am EST call use the following dial-in:

(605) 313-5104
934724#

Sent from my iPhone

On May 26, 2021, at 8:33 PM, Victor F. Russell <vicrussell@mmr-realtyadvisors.com> wrote:

Elliott,

My interest to acquire and close on the property is good. I was on with my Family Office and it's Advisor and we left you an VM in the last few minutes requesting a call in the morning, (May 27th (EST)). To the extend of their financial commitment is 100% to fund the acquisition. The PSA was worked and redlined last week into Friday. I will reach out on both looking to set the call with Family Office and communicate with my Counsel on the PSA status.

Thanks,
Vic
214-924-6026

Victor F. Russell-Managing Principal
3701 Maywood Ct, Suite 101
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On May 25, 2021, at 5:32 PM, Elliott Aronson
<EAronson@iliadrealty.com> wrote:

Vic,

Per your LOI dated April 14, 2021, your group provided that "Purchaser and Seller shall make their best efforts to execute a final mutually acceptable purchase and sale agreement (the "Purchase and Sale

Agreement”) within twenty-five (25) calendar days”. After laying out our counter-proposal to your LOI, you requested that we draft a PSA which we provided on May 3rd, with the stated expectation that you were prepared to move on an expedited timeframe to meet our closing expectations. It has been 22 days since we forwarded to you that PSA and, other than our reaching out to you to follow-up, we have heard nothing from you or any attorney that represents you. Silence for over three weeks when presented with a PSA is clearly not market-standard and is not consistent with the terms of your LOI. At this point, we can only conclude that you have moved on and are no longer pursuing the acquisition of the Heights at Post Oak.

Thanks,
Elliott

Elliott Aronson
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917.446.2328 – cell
earonson@iliadrealty.com

12 Email

From: Victor Russell <vicrussell@mmr-realtyadvisors.com>

Sent: Friday, June 4, 2021 9:18 AM

To: Elliott Aronson <EAronson@iliadrealty.com>

Subject: Re: Heights

Good Morning Elliott,

I completely understand. Attached is our Family Office bank statement with a **\$1 Billion dollars average balance** for a 12 month period. A participatory agreement outside of the \$57,250,000 for 14 months is what's needed to close. It's a closing stip. In my Foundation's behalf a GFA (Good Faith Account) is needed to close in the amount of 25% of the \$65M Family Office investment or \$16,250,000. This an execution no different than CD at a typical bank. This GFA contract will carry a significantly higher rate than a CD at 8% is what I'm setting. Additionally full 14 months of interest is 100% pre-funded out of my net closing proceeds of \$7,750,000 that your bank will auto draft from month 3 to 14 in 12 payments. Your GFA account at your bank is "Unencumbered and not Hypothecate" in any matter by the FO's investment of \$65M. The GFA contract stipulates 100% in your control and earns at 8% coupon. This is exclusively and only a "pre-qualifier" from the Family Office's Board of Directors as they select Foundations in the philanthropic communities to do business with their mission to help under served communities. The FO's sensitivity to help our Foundation is to be applauded, especially with \$65M to be deployed for the Heights.

I'll pay you a \$250,000 fee to receive, read and open the GFA account. I've attached a pre-drafted GFA contract for your counsel to attest and read with you the unrestricted ownership and control you'll maintain for the 14 month term. If you need close out the GFA Contract in 7 or 9 months as "seasoning" is stipulated in the GFA contract, you have this option too. The FO recognizes unexpected challenges that can materialize in ones business.

Elliott, on a flow bases with the appetite that you have to acquire these Urban properties Texas, I could uniquely establish a forward exit and we replicate the Heights repositioning strategy up to 55%to 60% that you initiate and with my "billion dollar" fund acquire from you as I experienced in my Bear Stearns days with financial products on a forward commitment, only this time it's challenging real estate as the product today.

I got a plan to get to 5,000 units in Texas and you can make it happen!!

FYI, I'm in Chicago attending a College graduation, returning this weekend.

This,
Vic

Victor F. Russell-Managing Principal
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On Jun 3, 2021, at 12:38 PM, Elliott Aronson <EAronson@iliadrealty.com> wrote:

Dear Vic,

We have provided you every opportunity to purchase Heights at Post Oak. We engaged any and all diligence requests (and even your request that we provide equity toward your purchase) during the 90 day TDHCA posting period which ended April 14, 2021, and beyond. The Letter of Intent you provided on April 14, 2021 said Purchaser and Seller shall use their best efforts to execute a final mutually acceptable purchase and sale agreement within 25 calendar days. We provided you a PSA on May 3, 2021, based on your assurance, your LOI and our market expectation it would be turned quickly. During the intervening time, we have reached out to you on multiple occasions and each time were assured by you of action that never came. It has now been 31 days and we have received neither the signed document or even comments to it.

We can state for certain that sitting on a PSA with no comment for 31 days is neither market standard or in any way representative of good faith negotiation towards a transaction. And it is also not consistent with the "best efforts" you put forth in your Letter of Intent. By this letter, we are concluding that our good faith efforts to work with your group have been exhausted and we are terminating these discussions.

Thanks,
Elliott

Elliott Aronson
Iliad Realty Group
180 Varick Street, Suite 1100
New York, NY 10014
212.218.5083 - office
917.446.2328 – cell
earonson@iliadrealty.com

From: Elliott Aronson <EAronson@iliadrealty.com>
Sent: Thursday, May 27, 2021 9:11 AM
To: Victor F. Russell

Vic,

I just confirmed with my counsel that there has been no communication or anything received from your side on the PSA sent to you over three weeks ago. Per our conversation this morning, we are happy to review a turn of that PSA from your side if it's received today, but the clear expectation (based on your feedback to me) is that comments, if any, would be minimal.

Please let me know if the document is forthcoming.

**Thanks,
Elliott**

Sent from my iPhone

a.

Twelve Month Trailing Income Statement dated 3/31/2021

Heights at Post Oak Twelve Month Trailing Income Statement March 31, 2021

	April 30, 2020 Actual	May 31, 2020 Actual	June 30, 2020 Actual	July 31, 2020 Actual	August 31, 2020 Actual	September 30, 2020 Actual	October 31, 2020 Actual	November 30, 2020 Actual	December 31, 2020 Actual	January 31, 2021 Actual	February 28, 2021 Actual	March 31, 2021 Actual	Total
Income													
Net Rental Income													
Rental Income													
Market Rent	804,047	804,047	804,047	804,047	804,047	804,047	804,047	804,047	804,047	804,047	804,047	804,047	9,648,563
Loss/Gain to Lease	(54,523)	(52,457)	(50,216)	(50,932)	(51,758)	(50,099)	(47,988)	(43,798)	(50,202)	(44,222)	(41,219)	(35,359)	(572,773)
Prepaid Rent/Delinquent	0	0	0	0	0	0	0	0	35,729	(35,729)	0	0	0
Total Rental Income	749,524	751,590	753,831	753,115	752,289	753,948	756,059	760,249	789,574	724,097	762,828	768,688	9,075,790
Vacancy, Losses & Concessions													
Vacancy	(91,537)	(83,782)	(76,500)	(68,541)	(62,239)	(62,373)	(65,099)	(74,141)	(90,539)	(87,458)	(81,986)	(85,198)	(929,391)
Bad Debt	(8,871)	(25,302)	(28,007)	(24,571)	(19,366)	(37,718)	(35,196)	(69,306)	(46,662)	(102,054)	(52,281)	(56,295)	(505,629)
Concessions	(23,593)	(21,991)	(26,469)	(22,659)	(29,595)	(28,416)	(39,708)	(31,731)	(30,389)	(43,029)	(34,972)	(26,994)	(359,547)
Admin Rent	(8,840)	(9,382)	(8,394)	(8,937)	(7,701)	(7,773)	(5,412)	(5,412)	(4,875)	(3,663)	(2,969)	(2,642)	(73,340)
Total Vacancy, Losses & Concessions	(132,841)	(140,457)	(139,370)	(124,707)	(118,901)	(136,280)	(142,755)	(180,590)	(172,465)	(236,204)	(172,208)	(171,112)	(1,867,907)
Net Rental Income	616,683	611,133	614,461	628,407	633,388	617,668	613,304	579,659	617,109	487,893	590,620	597,559	7,207,883
Other Income													
NSF Adjustments	0	0	0	0	(18)	(140)	0	(74)	0	0	0	0	(232)
Deposit Forfeits	1,100	400	1,400	700	0	1,200	650	0	0	750	0	0	6,200
Late Charges	570	(1,778)	(56)	0	1,450	4,870	1,630	810	580	20	220	120	8,435
Laundry & Vending	1,033	344	878	2,500	978	2,911	713	0	824	756	752	2,266	13,956
Cable	0	0	0	0	0	0	0	0	0	100	0	0	100
Admin Fee	100	200	(50)	299	300	500	751	200	950	300	350	4,843	8,743
Application Fee	0	80	(40)	51	240	530	40	(80)	280	230	660	140	2,131
Month-Month Fee	500	0	0	0	0	0	0	0	0	0	0	0	500
Legal Income	0	0	0	0	0	4,942	0	0	0	0	0	1,050	5,992
Miscellaneous	0	35	27	109	60	25	65	35	165	65	25	(1,214)	(603)
Returned Check	250	200	0	0	50	310	0	200	300	400	800	350	2,860
Fee	0	0	131	155	0	300	0	(360)	1,185	278	0	0	1,689
Cleaning Charges	1	4,781	0	2,466	702	1,305	2,848	259	650	698	(77)	4,451	18,087
Damage Charges	0	0	685	0	0	150	2,127	(2,277)	650	2,002	2,924	400	6,660
Lease Buyout/Termination	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Other Income	3,554	4,262	2,975	6,280	3,762	16,903	8,824	(1,287)	5,584	5,599	5,654	12,406	74,518
Total Income	620,237	615,395	617,436	634,687	637,150	634,571	622,128	578,372	622,693	493,492	596,274	609,965	7,282,401
Expenses													
Administrative													
Management Fees	18,835	21,127	24,661	19,879	23,331	22,539	22,303	25,240	18,776	22,789	23,449	19,710	262,640
Consulting Fee	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	22,560
Credit Reports	1,313	1,312	2,546	1,312	1,300	1,325	1,312	1,313	1,313	1,312	1,313	1,313	16,985
Software	2,564	2,565	6,871	2,565	2,565	2,565	2,565	2,564	2,565	2,565	2,564	2,564	35,082
Legal Fees	0	0	0	0	0	0	824	3,683	412	1,798	2,150	1,440	17,579
Licenses and Permits	0	0	0	0	0	0	711	0	0	0	(266)	0	444
Dues & Subscript	801	872	259	0	(342)	407	4,223	119	4,582	1,400	973	0	13,296
Bank Charges	150	140	80	0	0	0	0	0	120	240	287	150	1,167
Forms & Supplies	0	0	0	0	0	0	0	16	0	0	0	14	29
Telephone	386	539	539	558	560	679	559	1,132	326	571	572	489	6,910
Internet Svc	392	666	649	610	591	601	591	591	606	592	363	467	6,719
Computer Software	0	0	0	0	125	125	125	0	0	0	95	314	784
Seminar / Training	0	0	0	0	110	0	0	0	86	0	65	0	261
Answering Svc	169	169	169	169	169	169	169	169	169	169	469	3,382	5,539
Office Supplies	629	281	854	473	260	602	749	221	1,060	1,141	103	120	6,494
Equipment Rental	539	406	548	441	523	586	630	773	(102)	705	443	601	6,095
Postage & Delivery	0	63	86	81	229	211	182	136	87	49	191	99	1,412
Miscellaneous	25	640	521	606	545	343	1,009	139	7,040	75	52	1,083	12,079
Total Administrative Expenses	27,683	30,660	39,663	28,574	31,846	39,304	37,832	37,976	38,920	35,286	34,703	33,626	416,075
Marketing													
Internet	1,862	1,357	3,017	1,612	1,862	1,612	2,372	1,862	1,612	1,726	1,726	1,726	22,346
Entertainment	0	0	0	0	0	0	0	0	282	301	0	0	582
Apartment Data	305	305	305	305	305	305	305	305	305	305	305	305	3,660
Website	225	225	225	225	225	225	225	225	225	225	225	225	2,700
Advertising	0	0	0	0	0	0	0	0	1,660	0	250	250	2,160
Social Media	475	475	475	475	475	475	475	475	475	475	475	475	5,700
Resident Relations	0	492	0	0	0	82	0	561	0	0	65	592	1,793
Referral Fees	900	2,100	2,800	2,900	2,100	0	(150)	300	0	0	0	0	10,950
Marketing Supplies	0	0	265	1,402	0	0	0	0	0	0	0	0	1,666
Locators	1,786	4,102	1,176	0	0	5,230	2,091	720	2,055	5,110	3,112	9,056	34,439

Heights at Post Oak Twelve Month Trailing Income Statement March 31, 2021

	April 30, 2020	May 31, 2020	June 30, 2020	July 31, 2020	August 31, 2020	September 30, 2020	October 31, 2020	November 30, 2020	December 31, 2020	January 31, 2021	February 28, 2021	March 31, 2021	Total
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
Miscellaneous	0	241	0	151	0	0	0	0	0	0	0	0	392
Total Marketing Expenses	5,553	9,297	8,263	7,070	4,967	7,929	5,318	4,448	6,614	8,142	6,158	12,629	86,388
Contract Services													
Landscaping	7,199	7,577	7,578	7,577	7,577	13,452	7,577	7,578	7,578	8,348	7,578	7,578	97,197
Water Coolers	0	0	0	0	0	0	0	0	(368)	0	0	0	(369)
Utility Billing	2,251	2,268	2,316	2,200	2,322	2,272	2,292	2,726	2,191	0	4,658	2,286	27,783
Trash	7,357	9,928	10,193	9,023	11,671	11,111	12,283	9,488	7,826	14,164	8,067	12,248	123,358
Pest Control	2,304	2,269	1,435	2,196	2,212	1,937	2,605	2,544	2,280	3,109	2,311	2,452	27,654
Fire System Service	0	0	0	2,412	0	0	0	0	0	0	0	0	2,412
Cable	87	87	88	87	87	87	87	87	92	87	87	87	1,051
Uniforms	0	0	831	17	0	0	0	0	0	1,336	0	0	2,185
Security	22,071	16,058	16,459	15,659	10,600	14,600	23,479	39,613	21,287	21,671	16,179	27,196	244,871
Alarm Monitor	152	265	151	294	350	498	287	0	151	151	151	298	2,748
Total Contract Services	41,421	38,452	39,051	39,465	34,819	43,957	48,610	62,036	41,037	48,866	39,031	52,145	528,890
Payroll & Related													
Manager	5,867	5,867	7,168	5,867	5,867	5,867	5,867	5,867	5,867	5,867	7,138	5,289	72,398
Asst. Manager	5,572	4,780	4,655	5,670	6,159	6,755	9,962	9,852	7,342	12,189	10,458	8,149	91,543
Leasing	9,152	6,402	7,601	8,594	6,198	7,462	8,414	8,087	7,950	8,351	7,828	7,599	93,637
Lead Maintenance	5,779	4,638	4,988	5,858	6,224	5,767	6,257	9,162	11,061	11,385	10,597	10,311	92,027
Maintenance	14,421	10,533	12,439	17,999	18,272	17,647	16,976	17,189	19,262	16,280	16,690	17,000	194,709
Maid	6,960	5,183	6,868	7,384	7,179	7,208	7,226	4,889	5,228	6,732	7,100	6,684	78,839
Make Ready	10,151	7,381	7,763	7,873	8,633	5,265	4,127	4,492	5,717	6,689	5,121	3,628	76,839
Porter	5,338	4,862	4,987	1,447	5,054	4,969	5,112	4,898	4,952	5,273	4,779	4,729	56,402
Med Insurance	5,830	5,830	5,830	5,830	5,830	5,300	5,830	6,360	6,079	5,920	5,300	5,300	69,240
Taxes/Workers Comp	17,849	14,735	17,501	17,191	19,767	18,705	19,486	18,953	18,612	20,802	20,766	18,337	222,703
Commissions	4,854	6,674	10,600	4,875	12,425	10,825	10,875	8,425	3,950	7,175	8,556	6,830	96,065
Maint Coordinator	3,299	2,619	2,933	3,198	3,055	3,055	3,125	2,955	3,119	3,268	2,966	3,128	36,719
Total Payroll & Related	95,072	79,504	93,333	91,786	104,663	98,825	103,257	101,129	99,139	109,931	107,299	96,984	1,180,921
Maint. & Repairs													
Heating & A/C	373	1,943	4,720	0	1,420	566	3,162	0	674	223	1,797	2,435	17,314
Plumbing	1,852	4,052	939	2,145	2,093	2,660	3,273	2,909	4,585	5,801	4,591	8,534	43,433
Electrical	1,347	4,334	4,913	0	2,042	2,312	2,696	1,915	3,703	1,333	2,751	2,199	29,543
Appliance	0	1,448	298	0	0	3,935	1,767	4,799	1,320	1,999	3,737	1,498	20,804
Locks & Keys	0	0	1,180	0	2,103	0	2,707	1,282	1,561	1,401	147	0	10,381
Gen Maint	0	0	111	0	0	0	0	0	0	0	0	0	111
Make Ready	0	0	0	0	0	0	0	0	930	531	(531)	2,685	3,615
Bldg Hardware	921	0	702	0	10	495	0	0	57	741	1,532	1,475	5,932
Exterior Rprs	0	0	2,945	0	1,285	14	925	0	0	0	1,725	0	6,894
Grounds Maintenance	0	0	0	0	96	0	0	0	0	883	0	0	980
Painting	19,537	19,490	13,342	1,331	25,586	13,454	54,746	13,329	26,205	12,462	5,823	43,216	248,519
Resurfacing	11,935	11,965	10,745	0	18,037	2,900	24,869	4,020	8,105	6,455	1,855	12,065	112,952
Roof Repair	0	1,450	0	0	925	0	0	0	0	0	0	0	2,375
Carpet Cln/Rpr	9,953	270	3,161	5,856	3,589	9,391	8,146	0	8,465	4,178	0	17,249	70,258
Maid Service	0	0	0	0	0	0	0	0	0	0	430	710	1,140
Cleaning Supplies	2,051	0	550	971	292	2,258	21	181	167	3,734	3,437	1,007	14,670
Access Gates	0	0	0	0	2,475	0	0	625	0	0	0	0	3,100
Glass Replacement	1,207	0	1,445	464	1,813	508	556	1,589	4,612	0	535	4,123	16,852
Misc Maint	0	0	0	2,181	0	416	0	0	1,314	0	0	250	4,160
Total Maintenance & Repairs	49,176	44,952	45,051	12,948	59,567	41,108	100,161	32,074	61,419	39,901	29,083	97,593	613,033
Utilities													
Electricity	46,133	52,157	64,798	67,413	65,466	73,806	54,097	47,307	47,419	51,952	46,418	51,056	668,023
Electric Reimbursement	(29,427)	(33,230)	(40,517)	(47,545)	(51,698)	(64,030)	(56,450)	(49,912)	(35,820)	(32,371)	(35,611)	(32,551)	(509,162)
Water & Sewer	91,119	137,272	118,755	130,466	129,105	122,654	126,755	115,679	136,827	117,213	96,127	102,961	1,424,932
Water Reimb.	(60,158)	(61,184)	(52,887)	(57,897)	(63,574)	(65,282)	(60,211)	(74,641)	(64,507)	(61,088)	(75,018)	(62,163)	(758,611)
Gas	9,435	18,656	8,262	7,706	7,337	7,807	9,334	9,341	11,846	15,402	11,974	10,587	127,687
Total Utilities	57,102	113,671	98,411	100,143	86,636	74,955	73,525	47,774	95,765	91,108	43,890	69,890	952,869
Taxes & Insurance													
Taxes	57,688	58,783	57,687	57,687	57,688	57,687	57,688	57,687	216,410	75,651	74,556	74,556	903,770
Insurance	40,914	40,913	8,731	56,097	56,097	51,361	52,077	51,361	45,568	55,263	55,264	55,264	568,909
Total Taxes & Insurance	98,602	99,696	66,418	113,784	113,785	109,048	109,765	109,048	261,978	130,914	129,820	129,820	1,472,679
Total Operating Expenses	374,609	416,232	390,190	393,770	436,283	415,126	478,468	394,485	604,872	464,148	389,984	492,687	5,250,855
Net Operating Income	245,628	199,163	227,246	240,917	200,867	219,445	143,660	183,887	17,821	29,344	206,290	117,278	2,031,547
Non-Operating Ex-													

Heights at Post Oak Twelve Month Trailing Income Statement March 31, 2021

	April 30, 2020 Actual	May 31, 2020 Actual	June 30, 2020 Actual	July 31, 2020 Actual	August 31, 2020 Actual	September 30, 2020 Actual	October 31, 2020 Actual	November 30, 2020 Actual	December 31, 2020 Actual	January 31, 2021 Actual	February 28, 2021 Actual	March 31, 2021 Actual	Total
Expenses													
Debt Services													
Interest	76,924	62,119	48,019	42,999	43,938	43,758	42,391	43,597	42,002	43,722	43,490	38,745	571,706
Replacement Re-serve	24,892	24,892	24,892	24,892	24,892	24,892	24,892	24,892	24,892	24,892	24,892	24,892	298,704
Repl Resv Reimb	0	0	0	0	0	0	0	0	0	(51,493)	0	0	(51,494)
Total Debt Ser- vices	101,816	87,011	72,911	67,891	68,830	68,650	67,283	68,489	66,894	17,121	68,382	63,637	818,916
Capital Expendi- tures													
Office Equipment	0	0	0	0	0	0	0	0	0	0	223	0	223
Appliances	0	280	12,304	4,349	0	6,009	4,700	3,496	17,972	10,471	6,342	29,307	95,230
Plumbing	2,717	0	317	3,991	8,377	6,856	8,116	6,128	5,617	18,515	6,142	3,554	70,330
Make Ready	0	0	0	0	0	0	0	0	0	0	0	7,138	7,138
Fire & Safety	0	0	0	0	0	0	0	0	0	1,192	0	0	1,192
Carpet	12,242	2,955	12,789	6,679	8,270	7,734	10,629	9,025	15,335	31,224	12,362	24,388	153,630
Tile	4,337	3,262	14,648	3,693	3,948	5,139	11,161	5,913	4,517	15,239	7,962	17,152	96,973
Faux Wood	0	0	0	0	0	792	0	0	0	0	0	0	792
Flooring													
Blinds	1,312	0	2,087	728	0	816	0	4,168	0	1,561	3,991	0	14,661
HVAC	0	9,146	17,094	3,647	9,185	37,784	5,310	3,539	14,514	1,173	0	13,950	115,343
Entry Doors	4,475	0	1,375	0	0	3,175	2,800	3,720	9,554	2,600	3,875	20,668	52,243
Electrical	0	0	0	0	511	1,179	11,173	4,690	1,591	5,036	0	3,334	27,513
Interior Doors	0	0	0	0	0	754	7,338	1,418	9,083	0	1,100	12,917	32,610
Ext Carpentry	0	0	701	0	0	0	0	0	0	0	0	0	700
Interior Rprs	0	0	0	0	0	1,286	8,535	3,305	0	12,041	0	2,711	27,878
Ext Repairs	11,715	10,750	8,685	11,310	12,477	6,725	5,150	1,895	0	0	0	0	68,706
Roof Replacement	1,037,710	0	0	314,032	0	0	0	0	0	0	0	0	1,351,742
Trim Trees	0	2,544	0	0	2,407	0	0	0	0	0	0	0	4,951
Office	0	0	0	0	0	83	0	0	0	0	0	0	83
Fences/Access Gates	0	3,235	1,610	0	6,425	0	0	0	3,600	0	0	4,805	19,675
Total Capital Ex- penditures	1,074,508	32,172	71,610	348,429	51,600	78,332	74,912	47,297	81,783	99,052	41,997	139,924	2,141,613
Rehab Expendi- tures													
Leasing Office/ Clubhouse/Fitness Room	0	0	37,713	0	0	0	0	0	0	0	0	0	37,713
Rehab Budget	1,454	0	0	62,238	106,120	86,205	0	0	0	0	0	0	256,018
Total Rehab Ex- penditures	1,454	0	37,713	62,238	106,120	86,205	0	0	0	0	0	0	293,731
Total Non-Op- erating Expenses	1,177,778	119,183	182,234	478,558	226,550	233,187	142,195	115,786	148,677	116,173	110,379	203,561	3,254,260
Net Income (Loss)	(932,150)	79,980	45,012	(237,641)	(25,683)	(13,742)	1,465	68,101	(130,856)	(86,829)	95,911	(86,283)	(1,222,714)

b.

Rent Roll dated 3/31/2021

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl.;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0100	C1	N/A	1152	Occupied		1/30/2020	11/30/2020	11/30/2021	980.00	RENT	980.00	0.00	980.00	250.00	60.00
00-0101	C1	N/A	1152	Occupied		2/29/2018	12/01/2020	11/30/2021	980.00	RENT	924.00	0.00	924.00	100.00	0.00
00-0102	C1	N/A	1152	Occupied		6/01/2016	04/01/2020	03/31/2021	980.00	RENT	829.00	0.00	829.00	0.00	0.00
		N/A		Pending renewal		6/01/2016	04/01/2021	03/31/2022		RENT	859.00 *	0.00 *	859.00 *	0.00	0.00
00-0103	C1	N/A	1152	Occupied		1/21/2003	11/01/2020	10/31/2021	980.00	RENT	899.00	0.00	899.00	250.00	0.00
00-0104	C1	N/A	1152	Vacant-Leased					980.00		0.00 *	0.00 *			
		N/A		Applicant		04/01/2021	04/01/2021	03/31/2022		RENT	980.00 *	0.00 *	980.00 *	0.00	0.00
00-0105	C1	N/A	1152	Occupied		05/29/2018	06/01/2020	05/31/2021	980.00	RENT	909.00	0.00	909.00	100.00	0.00
00-0106	C1	N/A	1152	Occupied		06/10/2020	06/10/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0107	C1	N/A	1152	Occupied		01/17/2020	01/01/2021	12/31/2021	980.00	CONC/SPECL	0.00	(490.00)	490.00	250.00	652.78
										RENT	980.00	0.00			
00-0108	C1	N/A	1152	Occupied		06/30/2020	06/30/2020	06/30/2021	980.00	RENT	980.00	0.00	980.00	250.00	114.85
00-0109	C1	N/A	1152	Occupied-NTV		01/15/2020	01/01/2021	12/31/2021	980.00	RENT	980.00	0.00	980.00	450.00	3,859.90
						04/30/2021									
00-0110	C1	N/A	1152	Occupied		02/26/2021	02/26/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	300.00	980.00
00-0111	C1	N/A	1152	Occupied		01/30/2021	01/30/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0112	C1	N/A	1152	Occupied		08/01/2011	08/01/2019	07/31/2020	980.00	RENT	899.00	0.00	899.00	199.00	619.00
00-0113	C1	N/A	1152	Occupied		05/31/2018	06/01/2020	05/31/2021	980.00	RENT	934.00	0.00	934.00	100.00	0.00
		N/A		Pending renewal		05/31/2018	06/01/2021	05/31/2022		RENT	964.00 *	0.00 *	964.00 *	0.00	0.00
00-0114	C1	N/A	1152	Occupied		09/11/2019	09/01/2020	08/31/2021	980.00	RENT	899.00	0.00	899.00	300.00	0.00
00-0115	C1	N/A	1152	Occupied		05/30/2018	08/01/2020	04/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	(565.00)
00-0116	C2	N/A	1190	Occupied		12/22/2020	12/22/2020	12/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0117	C2	N/A	1190	Occupied-NTV		03/27/2020	03/27/2020	03/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	144.96
						04/30/2021									
00-0118	C2	N/A	1190	Occupied		01/28/2021	01/28/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	400.00	0.00
00-0119	C2	N/A	1190	Occupied		08/27/2018	08/01/2020	07/31/2021	980.00	RENT	939.00	0.00	939.00	100.00	1,186.69
00-0120	C2	N/A	1190	Occupied		09/30/2019	10/01/2020	09/30/2021	980.00	RENT	914.00	0.00	914.00	650.00	0.00
00-0121	C2	N/A	1190	Occupied		06/21/2019	06/01/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	300.00	(1,061.05)
		N/A		Pending renewal		06/21/2019	06/01/2021	08/31/2021		RENT	914.00 *	0.00 *	914.00 *	0.00	0.00

* indicates amounts not included in detail totals

Tarantino Properties, Inc - The Heights at Post Oak
RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0122	C2	N/A	1190	Occupied		04/20/2017	05/23/2019	08/31/2027	980.00	EMPLCRED	0.00	(914.00)	0.00	250.00	0.00
										RENT	914.00	0.00			
00-0123	C2	N/A	1190	Occupied		03/05/2021	03/05/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	300.00	0.00
00-0124	B3	N/A	960	Occupied		11/01/2019	11/01/2020	10/31/2021	867.00	RENT	799.00	0.00	799.00	250.00	0.00
00-0125	B3	N/A	960	Occupied		01/01/1996	07/01/2020	06/30/2021	867.00	RENT	799.00	0.00	799.00	0.00	0.00
00-0126	B3	N/A	960	Occupied		01/25/2021	01/25/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	100.00	1,708.23
00-0127	B3	N/A	960	Occupied		01/22/2021	01/22/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	400.00	(970.94)
00-0128	B3	N/A	960	Vacant-Leased					867.00		0.00 *	0.00 *			
		N/A		Applicant		04/03/2021	04/03/2021	04/30/2022		RENT	867.00 *	0.00 *	867.00 *	0.00	(100.00)
00-0129	B3	N/A	960	Occupied		08/02/2019	02/01/2021	01/31/2022	867.00	RENT	799.00	0.00	799.00	200.00	(1,062.17)
00-0130	B3	N/A	960	Occupied		07/30/2019	08/01/2020	07/31/2021	867.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0131	B3	N/A	960	Occupied		01/22/2021	01/22/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	100.00	(1,734.01)
00-0132	B3	N/A	960	Occupied		09/01/2016	10/01/2020	09/30/2021	867.00	RENT	795.00	0.00	795.00	225.00	0.00
00-0133	B3	N/A	960	Occupied		10/20/2017	10/01/2019	09/30/2020	867.00	RENT	824.00	0.00	824.00	100.00	8,223.87
00-0134	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0135	B3	N/A	960	Occupied		04/05/2001	10/01/2020	03/31/2021	867.00	RENT	795.00	0.00	795.00	0.00	0.00
		N/A		Pending renewal		04/05/2001	04/01/2021	09/30/2021		DISCOUNT	0.00 *	(150.00)*	645.00 *	0.00	0.00
										RENT	795.00 *	0.00 *			
00-0136	B3	N/A	960	Occupied		10/06/2017	10/01/2020	09/30/2021	867.00	RENT	830.00	0.00	830.00	100.00	0.00
00-0137	B3	N/A	960	Occupied-NTV		05/01/2019	05/01/2020	04/30/2021	867.00	RENT	820.00	0.00	820.00	200.00	0.00
						04/30/2021									
00-0138	B3	N/A	960	Occupied		09/21/2005	03/01/2020	02/28/2021	867.00	RENT	795.00	0.00	795.00	0.00	0.00
00-0139	B3	N/A	960	Occupied		07/30/2019	08/01/2020	07/31/2021	867.00	RENT	799.00	0.00	799.00	200.00	2,029.40
00-0140	C2	N/A	1190	Occupied		03/01/2021	03/01/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	100.00	(981.00)
00-0141	C2	N/A	1190	Occupied		05/29/2018	05/01/2020	04/30/2021	980.00	RENT	949.00	0.00	949.00	100.00	2,049.37
00-0142	C2	N/A	1190	Occupied		12/04/2017	12/01/2020	11/30/2021	980.00	RENT	939.00	0.00	939.00	100.00	0.00
00-0143	C2	N/A	1190	Occupied		03/01/2011	04/01/2020	03/31/2021	980.00	RENT	914.00	0.00	914.00	199.00	726.00
		N/A		Pending renewal		03/01/2011	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(150.00)*	764.00 *	0.00	0.00
										RENT	914.00 *	0.00 *			

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Add.;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0144	C2	N/A	1190	Occupied		11/25/2019	11/25/2019	11/30/2020	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0145	C2	N/A	1190	Occupied		02/28/2020	02/28/2020	02/28/2021	980.00	RENT	980.00	0.00	980.00	300.00	1,492.65
00-0146	C2	N/A	1190	Occupied		11/07/2020	11/07/2020	10/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0147	C2	N/A	1190	Occupied		12/30/2019	01/01/2021	12/31/2021	980.00	RENT	944.00	0.00	944.00	250.00	(1,153.40)
00-0148	B4	N/A	1016	Occupied		06/30/2017	06/01/2020	05/31/2021	887.00	RENT	819.00	0.00	819.00	200.00	(100.00)
		N/A		Pending renewal		06/30/2017	06/01/2021	05/31/2022		RENT	849.00 *	0.00 *	849.00 *	0.00	0.00
00-0149	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0150	B4	N/A	1016	Occupied		08/01/2019	08/01/2020	07/31/2021	887.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0151	B4	N/A	1016	Occupied		09/28/2020	09/28/2020	09/30/2021	887.00	RENT	887.00	0.00	887.00	250.00	0.00
00-0152	B4	N/A	1016	Occupied		02/29/2020	02/29/2020	02/28/2021	887.00	RENT	887.00	0.00	887.00	0.00	0.00
00-0153	B4	N/A	1016	Occupied		07/12/2018	10/01/2020	09/30/2021	887.00	RENT	740.00	0.00	740.00	200.00	0.00
00-0154	B4	N/A	1016	Occupied		04/28/2018	06/01/2020	05/31/2021	887.00	RENT	799.00	0.00	799.00	100.00	0.00
00-0155	B4	N/A	1016	Occupied		01/09/2019	01/01/2021	12/31/2021	887.00	RENT	855.00	0.00	855.00	100.00	2,046.97
00-0156	B4	N/A	1016	Occupied		09/15/2017	09/01/2020	08/31/2021	887.00	RENT	824.00	0.00	824.00	200.00	0.00
00-0157	B4	N/A	1016	Occupied-NTV		05/06/2015	05/01/2020	04/30/2021	887.00	RENT	765.00	0.00	765.00	199.00	67.82
00-0158	B4	N/A	1016	Occupied		12/18/2020	12/18/2020	11/30/2021	887.00	RENT	887.00	0.00	887.00	250.00	914.22
00-0159	B4	N/A	1016	Occupied		10/02/2017	10/01/2019	09/30/2020	887.00	RENT	839.00	0.00	839.00	100.00	987.36
00-0160	B3	N/A	960	Occupied		09/01/2017	02/25/2020	02/28/2021	867.00	RENT	762.00	0.00	762.00	200.00	0.00
00-0161	B3	N/A	960	Occupied		11/01/2012	10/01/2020	03/31/2021	867.00	RENT	795.00	0.00	795.00	398.00	(144.00)
		N/A		Pending renewal		11/01/2012	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(150.00)*	645.00 *	0.00	0.00
										RENT	795.00 *	0.00 *			
00-0162	B3	N/A	960	Occupied		03/31/2020	03/31/2020	03/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	0.00
		N/A		Pending renewal		03/31/2020	04/01/2021	03/31/2022		RENT	867.00 *	0.00 *	867.00 *	0.00	0.00
00-0163	B3	N/A	960	Occupied		10/21/2019	10/01/2020	09/30/2021	867.00	RENT	799.00	0.00	799.00	350.00	767.64
00-0164	B3	N/A	960	Occupied		10/30/2020	10/30/2020	10/31/2021	867.00	RENT	867.00	0.00	867.00	400.00	1,261.49
00-0165	B3	N/A	960	Occupied		03/08/2019	03/01/2021	02/28/2022	867.00	CONC/SPECL	0.00	(400.00)	420.00	100.00	0.00
										RENT	820.00	0.00			
00-0166	B3	N/A	960	Occupied		01/18/2019	02/01/2020	01/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	5,647.72
00-0167	B3	N/A	960	Occupied		12/21/2020	12/21/2020	11/30/2021	867.00	RENT	867.00	0.00	867.00	250.00	(1,872.81)
00-0168	B3	N/A	960	Occupied		01/29/2021	01/29/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	100.00	5.15

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RENT ROLL DETAIL

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0169	B3	N/A	960	Occupied		12/23/2020	12/23/2020	12/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	1,014.31
00-0170	B3	N/A	960	Occupied		11/01/2014	11/01/2020	10/31/2021	867.00	RENT	795.00	0.00	795.00	199.00	0.00
00-0171	B3	N/A	960	Occupied		10/30/2020	10/30/2020	10/31/2021	867.00	RENT	847.00	0.00	847.00	100.00	991.59
00-0172	B3	N/A	960	Occupied		03/25/2021	03/25/2021	03/31/2022	867.00	RENT	867.00	0.00	867.00	250.00	(868.00)
00-0173	B3	N/A	960	Occupied		12/11/2019	12/01/2020	05/31/2021	867.00	RENT	799.00	0.00	799.00	250.00	0.00
00-0174	B3	N/A	960	Occupied		11/27/2019	11/27/2019	11/30/2020	867.00	RENT	867.00	0.00	867.00	350.00	117.08
00-0175	B3	N/A	960	Occupied		12/30/2019	01/01/2021	12/31/2021	867.00	RENT	770.00	0.00	770.00	250.00	131.50
00-0176	B3	N/A	960	Occupied		07/31/2000	05/01/2020	04/30/2021	867.00	RENT	795.00	0.00	795.00	100.00	0.00
00-0177	B3	N/A	960	Occupied		04/30/2020	04/30/2020	04/30/2021	867.00	RENT	867.00	0.00	867.00	100.00	1,542.80
00-0178	B3	N/A	960	Occupied		08/11/2020	08/11/2020	07/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	0.00
00-0179	B3	N/A	960	Occupied		12/05/2017	07/01/2020	06/30/2021	867.00	RENT	854.00	0.00	854.00	100.00	5.97
00-0180	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0181	B3	N/A	960	Vacant-Leased					867.00		0.00 *	0.00 *			
		N/A		Applicant		04/04/2021	04/04/2021	03/31/2022		RENT	867.00 *	0.00 *	867.00 *	0.00	0.00
00-0182	B3	N/A	960	Occupied		05/09/2016	05/01/2020	04/30/2021	867.00	RENT	844.00	0.00	844.00	200.00	582.93
00-0183	B3	N/A	960	Occupied		10/28/2020	10/28/2020	09/30/2021	867.00	RENT	867.00	0.00	867.00	400.00	0.00
00-0184	B2	N/A	938	Occupied-NTV		08/23/2018	01/01/2020	12/31/2020	847.00	RENT	847.00	0.00	847.00	100.00	152.39
						04/02/2021									
00-0185	B2	N/A	938	Occupied		05/04/2018	05/01/2020	04/30/2021	847.00	RENT	844.00	0.00	844.00	100.00	0.00
		N/A		Pending renewa		05/04/2018	05/01/2021	04/30/2022		RENT	847.00 *	0.00 *	847.00 *	0.00	0.00
00-0186	B2	N/A	938	Occupied		09/25/2020	09/25/2020	09/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0187	B2	N/A	938	Occupied		06/06/2014	06/01/2020	05/31/2021	847.00	RENT	720.00	0.00	720.00	150.00	(100.00)
		N/A		Pending renewa		06/06/2014	06/01/2021	05/31/2022		RENT	750.00 *	0.00 *	750.00 *	0.00	0.00
00-0188	B2	N/A	938	Occupied		10/31/2019	11/01/2020	10/31/2021	847.00	RENT	795.00	0.00	795.00	250.00	677.45
00-0189	B2	N/A	938	Occupied		01/08/2021	01/08/2021	12/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	(1,621.00)
00-0190	B2	N/A	938	Occupied		09/27/2019	10/01/2020	09/30/2021	847.00	RENT	795.00	0.00	795.00	200.00	0.00
00-0191	B2	N/A	938	Occupied		02/08/2021	02/08/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0192	C1	N/A	1152	Occupied		07/27/2013	03/01/2021	02/28/2022	980.00	CONC/SPECL	0.00	(400.00)	554.00	199.00	0.00
										RENT	954.00	0.00			

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0193	C1	N/A	1152	Occupied		10/28/2019	11/01/2020	10/31/2021	980.00	RENT	899.00	0.00	899.00	250.00	(2,190.01)
00-0194	C1	N/A	1152	Occupied		11/25/2020	11/25/2020	11/30/2021	980.00	RENT	980.00	0.00	980.00	250.00	(15.61)
00-0195	C1	N/A	1152	Occupied		11/29/2019	12/01/2020	11/30/2021	980.00	RENT	899.00	0.00	899.00	100.00	0.00
00-0196	C1	N/A	1152	Occupied		11/21/2020	11/21/2020	10/31/2021	980.00	RENT	980.00	0.00	980.00	400.00	0.00
00-0197	C1	N/A	1152	Occupied		09/18/2020	09/18/2020	09/30/2021	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0198	C1	N/A	1152	Occupied		06/05/2019	06/01/2020	05/31/2021	980.00	RENT	899.00	0.00	899.00	150.00	0.00
00-0199	C1	N/A	1152	Occupied		09/07/2018	12/01/2020	11/30/2021	980.00	RENT	899.00	0.00	899.00	100.00	(343.45)
00-0200	C1	N/A	1152	Occupied		01/29/2021	01/29/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	250.00	(816.65)
00-0201	C1	N/A	1152	Occupied		02/27/2020	02/01/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	400.00	0.00
00-0202	C1	N/A	1152	Vacant-Leased					980.00		0.00 *	0.00 *			
		N/A		Applicant		04/15/2021	04/15/2021	04/30/2022		RENT	980.00 *	0.00 *	980.00 *	0.00	(100.00)
00-0203	C1	N/A	1152	Occupied		02/24/2021	02/24/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0204	C1	N/A	1152	Occupied		07/06/2020	07/06/2020	06/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	1,087.36
00-0205	C1	N/A	1152	Occupied		04/01/2014	11/01/2020	10/31/2021	980.00	RENT	874.00	0.00	874.00	199.00	0.00
00-0206	C1	N/A	1152	Occupied-NTV		04/11/2020	04/11/2020	04/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	5,622.77
						04/02/2021									
00-0207	C1	N/A	1152	Occupied		12/12/2018	12/01/2020	05/31/2021	980.00	RENT	899.00	0.00	899.00	300.00	(1,196.47)
00-0208	B2	N/A	938	Occupied		03/30/2019	10/01/2020	09/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0209	B2	N/A	938	Occupied		03/29/2021	03/29/2021	03/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0210	B2	N/A	938	Occupied		08/15/2014	09/27/2019	09/30/2020	847.00	RENT	545.00	0.00	545.00	199.00	(506.19)
00-0211	B2	N/A	938	Occupied		04/12/2014	04/01/2020	03/31/2021	847.00	RENT	810.00	0.00	810.00	199.00	0.00
		N/A		Pending renewa		04/12/2014	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(300.00)*	530.00 *	0.00	0.00
										RENT	830.00 *	0.00 *			
00-0212	B2	N/A	938	Occupied		03/31/2015	03/01/2021	02/28/2022	847.00	RENT	710.00	0.00	710.00	359.00	(800.00)
00-0213	B2	N/A	938	Occupied		09/29/2018	10/01/2020	09/30/2021	847.00	RENT	810.00	0.00	810.00	200.00	1,620.71
00-0214	B2	N/A	938	Occupied		02/06/2016	02/01/2021	07/31/2021	847.00	RENT	730.00	0.00	730.00	0.00	152.90
00-0215	B2	N/A	938	Occupied		11/17/2017	11/01/2020	10/31/2021	847.00	RENT	830.00	0.00	830.00	100.00	0.00

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0216	B1	N/A	800	Occupied		03/05/2021	03/05/2021	01/31/2022	827.00	RENT	827.00	0.00	827.00	0.00	1,465.00
00-0217	B1	N/A	800	Occupied		10/30/2020	10/30/2020	10/31/2021	827.00	RENT	827.00	0.00	827.00	350.00	1,854.55
00-0218	B1	N/A	800	Occupied		12/18/2020	12/18/2020	11/30/2021	827.00	RENT	734.00	0.00	734.00	100.00	(217.43)
00-0219	B1	N/A	800	Occupied		10/06/2017	10/01/2020	03/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	(8.36)
00-0220	B1	N/A	800	Occupied		01/01/2021	01/01/2021	12/31/2021	827.00	RENT	827.00	0.00	827.00	0.00	1,693.63
00-0221	B1	N/A	800	Occupied		10/01/2014	10/01/2020	03/31/2021	827.00	RENT	740.00	0.00	740.00	199.00	0.00
		N/A		Pending renewa		10/01/2014	04/01/2021	09/30/2021		DISCOUNT	0.00 *	(150.00)*	590.00 *	0.00	0.00
										RENT	740.00 *	0.00 *			
00-0222	B1	N/A	800	Occupied		08/26/2018	09/01/2019	08/31/2020	827.00	RENT	827.00	0.00	827.00	100.00	521.27
00-0223	B1	N/A	800	Occupied		03/03/2021	03/03/2021	02/28/2022	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0224	B1	N/A	800	Occupied-NTV		08/07/2019	08/01/2020	02/28/2021	827.00	RENT	740.00	0.00	740.00	200.00	789.58
						04/30/2021									
00-0225	B1	N/A	800	Occupied		10/21/2019	10/21/2019	09/30/2020	827.00	RENT	740.00	0.00	740.00	250.00	2,827.13
00-0226	B1	N/A	800	Occupied		12/28/2012	11/01/2020	10/31/2021	827.00	RENT	700.00	0.00	700.00	199.00	0.00
00-0227	B1	N/A	800	Occupied		03/15/2015	03/01/2021	02/28/2022	827.00	CONC/SPECL	0.00	(400.00)	345.00	199.00	0.00
										RENT	745.00	0.00			
00-0228	B1	N/A	800	Occupied		06/15/2019	07/01/2020	06/30/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-0229	B1	N/A	800	Occupied		01/29/2021	01/29/2021	01/31/2022	827.00	RENT	799.00	0.00	799.00	250.00	0.00
00-0230	B1	N/A	800	Occupied		10/30/2020	10/30/2020	10/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	0.00
00-0231	B1	N/A	800	Occupied		02/02/2021	02/02/2021	01/31/2022	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0232	B1	N/A	800	Occupied		03/12/2010	02/01/2021	01/31/2022	827.00	DISCOUNT	0.00	(413.50)	413.50	199.00	0.00
										RENT	827.00	0.00			
00-0233	B1	N/A	800	Occupied		09/28/2020	09/28/2020	09/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0234	B1	N/A	800	Occupied		03/20/2021	03/20/2021	02/28/2022	827.00	RENT	728.00	0.00	728.00	100.00	282.00
00-0235	B1	N/A	800	Occupied		04/30/2020	04/30/2020	04/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	5,267.96
00-0236	B1	N/A	800	Occupied-NTV		10/31/2019	10/31/2019	11/30/2020	827.00	RENT	827.00	0.00	827.00	250.00	10,111.57
						04/30/2021									
00-0237	B1	N/A	800	Occupied		02/09/2021	02/09/2021	01/31/2022	827.00	RENT	799.00	0.00	799.00	250.00	(1.00)
00-0238	B1	N/A	800	Occupied		02/01/2021	02/01/2021	01/31/2022	827.00	RENT	799.00	0.00	799.00	400.00	0.00
00-0239	B1	N/A	800	Occupied		03/29/2021	03/29/2021	05/31/2022	827.00	RENT	799.00	0.00	799.00	0.00	0.00

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0240	C2	N/A	1190	Occupied		01/29/2021	01/29/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0241	C2	N/A	1190	Occupied		12/30/2019	02/01/2021	01/31/2022	980.00	RENT	914.00	0.00	914.00	250.00	(2,286.05)
00-0242	C2	N/A	1190	Occupied		03/29/2018	05/19/2020	11/30/2020	980.00	RENT	980.00	0.00	980.00	100.00	852.09
00-0243	C2	N/A	1190	Occupied		01/28/2021	01/28/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0244	C2	N/A	1190	Occupied		11/30/2020	11/30/2020	11/30/2021	980.00	RENT	980.00	0.00	980.00	200.00	0.00
00-0245	C2	N/A	1190	Occupied		09/30/2019	10/01/2020	09/30/2021	980.00	RENT	914.00	0.00	914.00	450.00	0.00
00-0246	C2	N/A	1190	Occupied		03/22/2019	04/01/2020	03/31/2021	980.00	RENT	939.00	0.00	939.00	300.00	0.00
		N/A		Pending renewal		03/22/2019	04/01/2021	03/31/2022		RENT	939.00 *	0.00 *	939.00 *	0.00	0.00
00-0247	C2	N/A	1190	Occupied		08/28/2020	08/28/2020	08/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	89.00
00-0248	C2	N/A	1190	Occupied		12/01/2017	12/01/2020	11/30/2021	980.00	RENT	939.00	0.00	939.00	300.00	0.00
00-0249	C2	N/A	1190	Occupied		03/01/2012	03/01/2021	02/28/2022	980.00	DISCOUNT	0.00	(150.00)	764.00	199.00	(2,487.00)
										RENT	914.00	0.00			
00-0250	C2	N/A	1190	Occupied		04/30/2020	04/30/2020	04/30/2021	980.00	RENT	980.00	0.00	980.00	150.00	863.05
00-0251	C2	N/A	1190	Occupied		10/06/2000	09/01/2020	08/31/2021	980.00	RENT	915.00	0.00	915.00	300.00	1,079.77
00-0252	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0253	B2	N/A	938	Occupied		02/23/2021	02/23/2021	02/28/2022	847.00	RENT	799.00	0.00	799.00	0.00	799.00
00-0254	B2	N/A	938	Occupied		02/28/2020	02/28/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	400.00	2,416.03
00-0255	B2	N/A	938	Occupied		09/22/2019	11/01/2020	10/31/2021	847.00	RENT	799.00	0.00	799.00	550.00	0.00
00-0256	B2	N/A	938	Occupied		08/01/2013	08/01/2020	07/31/2021	847.00	RENT	795.00	0.00	795.00	199.00	0.00
00-0257	B2	N/A	938	Occupied		08/01/2013	03/01/2021	08/31/2021	847.00	CONC/SPECL	0.00	(100.00)	695.00	200.00	(61.90)
										RENT	795.00	0.00			
00-0258	B2	N/A	938	Occupied		10/28/2002	02/01/2021	01/31/2022	847.00	RENT	795.00	0.00	795.00	0.00	(152.00)
00-0259	B2	N/A	938	Occupied		07/13/2020	07/13/2020	06/30/2021	847.00	RENT	847.00	0.00	847.00	100.00	1,247.95
00-0260	B2	N/A	938	Occupied		03/13/2021	03/13/2021	03/31/2022	847.00	RENT	847.00	0.00	847.00	0.00	0.00
00-0261	B2	N/A	938	Occupied		09/26/2020	09/26/2020	09/30/2021	847.00	RENT	847.00	0.00	847.00	100.00	0.00
00-0262	B2	N/A	938	Occupied		02/08/2004	12/01/2020	11/30/2021	847.00	RENT	795.00	0.00	795.00	199.00	(10.29)
00-0263	B2	N/A	938	Occupied		02/22/2019	03/01/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	100.00	2,986.50
00-0264	B2	N/A	938	Occupied		09/28/2019	09/01/2020	08/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0265	B2	N/A	938	Occupied		10/01/2009	04/01/2020	03/31/2021	847.00	RENT	724.00	0.00	724.00	300.00	0.00
		N/A		Pending renewal		10/01/2009	04/01/2021	09/30/2021		DISCOUNT	0.00 *	(300.00)*	424.00 *	0.00	0.00
										RENT	724.00 *	0.00 *			

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Add.;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0266	B2	N/A	938	Occupied-NTV		03/11/2020 04/30/2021	03/11/2020	03/31/2021	847.00	RENT	847.00	0.00	847.00	249.00	1,242.28
00-0267	B2	N/A	938	Occupied		04/26/2019	12/01/2020	05/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0268	B2	N/A	938	Occupied		04/18/2018	01/01/2021	03/31/2021	847.00	RENT	795.00	0.00	795.00	100.00	(511.67)
00-0269	B2	N/A	938	Occupied		12/18/2006	01/01/2021	06/30/2021	847.00	RENT	795.00	0.00	795.00	200.00	(175.07)
00-0270	B2	N/A	938	Occupied		04/23/2016	05/01/2020	04/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0271	B2	N/A	938	Occupied		03/19/2021	03/19/2021	03/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	355.00
00-0272	B2	N/A	938	Occupied		05/16/2019	06/01/2020	05/31/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0273	B2	N/A	938	Occupied		02/27/2020	02/04/2021	07/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	499.55
00-0274	B2	N/A	938	Occupied		01/16/2021	01/16/2021	12/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0275	B2	N/A	938	Occupied		07/30/2017	07/01/2020	06/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0276	B2	N/A	938	Occupied-NTV		02/23/2015 04/01/2021	02/01/2020	01/31/2021	847.00	RENT	847.00	0.00	847.00	499.00	0.00
00-0277	B2	N/A	938	Occupied		07/08/2017	07/13/2020	07/31/2021	847.00	RENT	824.00	0.00	824.00	300.00	0.00
00-0278	B2	N/A	938	Occupied		10/24/2020	10/24/2020	10/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	0.00
00-0279	B2	N/A	938	Occupied		07/29/2017	07/01/2020	06/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0280	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0281	C3	N/A	1217	Occupied		04/17/2020	04/17/2020	04/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	250.00	3,756.93
00-0282	C3	N/A	1217	Occupied		06/18/2019	06/01/2020	05/31/2021	1,000.00	RENT	914.00	0.00	914.00	300.00	121.70
00-0283	C3	N/A	1217	Occupied		08/10/2019	08/01/2020	07/31/2021	1,000.00	RENT	914.00	0.00	914.00	300.00	0.00
00-0284	C3	N/A	1217	Occupied		03/30/2020	03/30/2020	03/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	400.00	(140.00)
		N/A		Pending renewal		03/30/2020	04/01/2021	03/31/2022		DISCOUNT	0.00 -	(300.00)*	700.00 *	0.00	0.00
										RENT	1,000.00 *	0.00 *			
00-0285	C3	N/A	1217	Occupied		03/21/2020	03/21/2020	03/31/2021	1,000.00	RENT	980.00	0.00	980.00	100.00	3,561.35
00-0286	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0287	C3	N/A	1217	Occupied		06/16/2016	06/01/2020	11/30/2020	1,000.00	RENT	914.00	0.00	914.00	550.00	0.00
00-0288	B1	N/A	800	Occupied		09/15/2018	09/01/2020	08/31/2021	827.00	RENT	765.00	0.00	765.00	100.00	(59.99)
00-0289	B1	N/A	800	Occupied		08/31/2018	09/01/2020	08/31/2021	827.00	RENT	765.00	0.00	765.00	100.00	112.68
00-0290	B1	N/A	800	Occupied		09/21/2017	09/01/2020	08/31/2021	827.00	RENT	790.00	0.00	790.00	200.00	0.00

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0291	B1	N/A	800	Occupied		12/09/2020	12/09/2020	11/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	216.89
00-0292	B1	N/A	800	Occupied		02/28/2019	03/01/2021	02/28/2022	827.00	DISCOUNT	0.00	(350.00)	435.00	100.00	100.00
										RENT	785.00	0.00			
00-0293	B1	N/A	800	Occupied		11/24/2020	11/24/2020	11/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	46.31
00-0294	B1	N/A	800	Occupied		02/27/2018	02/01/2021	01/31/2022	827.00	RENT	815.00	0.00	815.00	100.00	(930.00)
00-0295	B1	N/A	800	Vacant					827.00		0.00 +	0.00 +			
00-0296	B1	N/A	800	Occupied-NTV		07/02/2020	07/02/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	6,253.70
						04/02/2021									
00-0297	B1	N/A	800	Occupied		03/18/2021	03/18/2021	03/31/2022	827.00	RENT	799.00	0.00	799.00	100.00	(315.00)
00-0298	B1	N/A	800	Occupied		10/31/2020	10/31/2020	10/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	(25.00)
00-0299	B1	N/A	800	Occupied		06/11/2004	08/01/2020	07/31/2021	827.00	RENT	740.00	0.00	740.00	525.00	120.57
00-0300	B1	N/A	800	Occupied		12/01/2008	12/01/2020	11/30/2021	827.00	RENT	700.00	0.00	700.00	0.00	500.00
00-0301	B1	N/A	800	Occupied		09/27/2019	10/01/2020	09/30/2021	827.00	RENT	740.00	0.00	740.00	250.00	0.00
00-0302	B1	N/A	800	Occupied-NTV		01/30/2020	01/30/2020	01/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	142.32
						04/02/2021									
00-0303	B1	N/A	800	Occupied		09/15/2010	11/01/2019	10/31/2020	827.00	RENT	740.00	0.00	740.00	0.00	1,783.39
00-0304	B4	N/A	1016	Occupied		09/01/2011	01/01/2021	12/31/2021	887.00	RENT	790.00	0.00	790.00	199.00	0.00
00-0305	B4	N/A	1016	Occupied		06/06/2019	06/01/2020	05/31/2021	887.00	RENT	799.00	0.00	799.00	200.00	454.22
00-0306	B4	N/A	1016	Occupied		08/19/2018	09/01/2020	08/31/2021	887.00	RENT	799.00	0.00	799.00	100.00	0.00
00-0307	B4	N/A	1016	Occupied		07/13/2020	07/13/2020	06/30/2021	887.00	RENT	887.00	0.00	887.00	100.00	1,011.49
00-0308	B4	N/A	1016	Occupied-NTV		06/15/2018	07/01/2020	06/30/2021	887.00	RENT	824.00	0.00	824.00	100.00	0.00
						04/30/2021									
00-0309	B4	N/A	1016	Occupied		02/05/2021	02/05/2021	01/31/2022	887.00	RENT	887.00	0.00	887.00	100.00	(50.00)
00-0310	B4	N/A	1016	Vacant					887.00		0.00 +	0.00 +			
00-0311	B4	N/A	1016	Occupied		07/13/2018	01/01/2021	12/31/2021	887.00	RENT	830.00	0.00	830.00	100.00	(512.87)
00-0312	B2	N/A	938	Occupied		01/27/2021	01/27/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	0.00	0.00
00-0313	B2	N/A	938	Occupied		02/05/2021	02/05/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0314	B2	N/A	938	Occupied		02/12/2019	02/01/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	100.00	(973.00)
00-0315	B2	N/A	938	Occupied		01/30/2020	02/01/2021	01/31/2022	847.00	DISCOUNT	0.00	(423.50)	423.50	250.00	0.00
										RENT	847.00	0.00			
00-0316	B2	N/A	938	Occupied		10/07/2019	10/01/2020	03/31/2021	847.00	RENT	799.00	0.00	799.00	100.00	688.12
00-0317	B2	N/A	938	Occupied		03/29/2019	03/22/2021	03/31/2022	847.00	RENT	829.00	0.00	829.00	200.00	38.00

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0318	B2	N/A	938	Occupied		03/16/2012	09/01/2020	08/31/2021	847.00	RENT	795.00	0.00	795.00	199.00	0.00
00-0319	B2	N/A	938	Occupied-NTV		03/31/2020 04/30/2021	03/31/2020	03/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	6,079.40
00-0320	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0321	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0322	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0323	B2	N/A	938	Occupied		07/19/2019	07/01/2020	06/30/2021	847.00	RENT	799.00	0.00	799.00	200.00	100.00
00-0324	B2	N/A	938	Occupied		07/15/2019	07/02/2020	07/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0325	B2	N/A	938	Occupied		12/21/2020	12/21/2020	11/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0326	B2	N/A	938	Occupied		07/20/2018	07/01/2020	06/30/2021	847.00	RENT	820.00	0.00	820.00	100.00	0.00
00-0327	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0328	B4	N/A	1016	Occupied		10/20/2018	10/01/2020	09/30/2021	887.00	RENT	799.00	0.00	799.00	100.00	320.56
00-0329	B4	N/A	1016	Occupied		11/30/2018	06/01/2020	11/30/2020	887.00	RENT	799.00	0.00	799.00	100.00	888.49
00-0330	B4	N/A	1016	Occupied		06/16/2017	06/01/2020	05/31/2021	887.00	RENT	844.00	0.00	844.00	200.00	0.00
00-0331	B4	N/A	1016	Occupied		09/30/2020	09/30/2020	09/30/2021	887.00	RENT	887.00	0.00	887.00	250.00	2,367.70
00-0332	B4	N/A	1016	Occupied		03/30/2021	03/30/2021	03/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	57.00
00-0333	B4	N/A	1016	Occupied		10/19/2018	10/01/2020	03/31/2021	887.00	RENT	799.00	0.00	799.00	100.00	0.00
		N/A		Pending renewal		10/19/2018	04/01/2021	03/31/2022		RENT	799.00 *	0.00 *	799.00 *	0.00	0.00
00-0334	B4	N/A	1016	Occupied		10/28/2020	10/28/2020	10/31/2021	887.00	RENT	887.00	0.00	887.00	400.00	139.85
00-0335	B4	N/A	1016	Occupied		09/01/2016	09/01/2020	08/31/2021	887.00	RENT	770.00	0.00	770.00	200.00	0.00
00-0336	B1	N/A	800	Occupied		11/07/2017	11/01/2020	10/31/2021	827.00	RENT	775.00	0.00	775.00	100.00	0.00
00-0337	B1	N/A	800	Occupied-NTV		02/09/2020 04/30/2021	02/09/2020	02/28/2021	827.00	RENT	827.00	0.00	827.00	250.00	6,738.83
00-0338	B1	N/A	800	Occupied		06/29/2020	06/29/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	(912.26)
00-0339	B1	N/A	800	Occupied		12/22/2020	12/22/2020	12/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	2,675.09
00-0340	B1	N/A	800	Occupied		01/29/2021	01/29/2021	01/31/2022	827.00	RENT	827.00	0.00	827.00	200.00	(0.05)
00-0341	B1	N/A	800	Occupied		07/28/2018	02/01/2021	01/31/2022	827.00	RENT	765.00	0.00	765.00	100.00	0.00
00-0342	B1	N/A	800	Occupied		12/04/2020	12/04/2020	12/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	(932.00)
00-0343	B1	N/A	800	Occupied		03/12/2021	03/12/2021	01/31/2022	827.00	RENT	827.00	0.00	827.00	0.00	563.00
00-0344	B1	N/A	800	Occupied		03/29/2021	03/29/2021	03/31/2022	827.00	RENT	799.00	0.00	799.00	400.00	0.00

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-0345	B1	N/A	800	Occupied-NTV		05/22/2019 04/30/2021	05/01/2020	04/30/2021	827.00	RENT	765.00	0.00	765.00	200.00	(800.00)
00-0346	B1	N/A	800	Occupied		11/27/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	100.00	0.00
00-0347	B1	N/A	800	Occupied		11/04/2017	11/01/2020	10/31/2021	827.00	RENT	750.00	0.00	750.00	100.00	0.00
00-0348	B1	N/A	800	Occupied		11/20/2017	11/01/2020	04/30/2021	827.00	RENT	775.00	0.00	775.00	200.00	13.07
		N/A		Pending renewa		11/20/2017	05/01/2021	10/31/2021		RENT	805.00 *	0.00 *	805.00 *	0.00	0.00
00-0349	B1	N/A	800	Occupied		11/18/2017	11/01/2020	10/31/2021	827.00	RENT	775.00	0.00	775.00	100.00	0.00
00-0350	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0351	B1	N/A	800	Occupied		08/01/2020	08/01/2020	07/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0352	C1	N/A	1152	Occupied		10/19/2019	10/01/2020	09/30/2021	980.00	RENT	899.00	0.00	899.00	450.00	1,063.72
00-0353	C1	N/A	1152	Occupied		02/08/2019	02/01/2021	01/31/2022	980.00	RENT	954.00	0.00	954.00	100.00	0.00
00-0354	C1	N/A	1152	Vacant-Lleased					980.00		0.00 *	0.00 *			
		N/A		Applicant		04/05/2021	04/05/2021	03/31/2022		RENT	980.00 *	0.00 *	980.00 *	100.00	0.00
00-0355	C1	N/A	1152	Occupied		05/16/2020	05/16/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0356	C1	N/A	1152	Occupied		03/30/2019	03/01/2020	02/28/2021	980.00	RENT	980.00	0.00	980.00	300.00	870.18
00-0357	C1	N/A	1152	Occupied		08/03/2019	08/01/2020	07/31/2021	980.00	RENT	899.00	0.00	899.00	300.00	344.23
00-0358	C1	N/A	1152	Occupied		02/08/2011	02/01/2021	01/31/2022	980.00	RENT	975.00	0.00	975.00	199.00	0.00
00-0359	C1	N/A	1152	Occupied		09/08/2018	09/01/2020	08/31/2021	980.00	RENT	914.00	0.00	914.00	100.00	(35.23)
00-0360	C1	N/A	1152	Occupied		09/13/2019	09/01/2020	08/31/2021	980.00	RENT	899.00	0.00	899.00	300.00	150.00
00-0361	C1	N/A	1152	Occupied		05/22/2020	05/22/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0362	C1	N/A	1152	Occupied-NTV		01/15/2020 04/30/2021	01/15/2020	12/31/2021	980.00	RENT	914.00	0.00	914.00	600.00	11,395.34
00-0363	C1	N/A	1152	Occupied		01/28/2021	01/28/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0364	C1	N/A	1152	Occupied		12/30/2019	01/01/2021	12/31/2021	980.00	RENT	929.00	0.00	929.00	100.00	0.00
00-0365	C1	N/A	1152	Occupied		05/18/2020	05/18/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	800.53
00-0366	C1	N/A	1152	Occupied		09/15/2018	10/01/2020	09/30/2021	980.00	RENT	924.00	0.00	924.00	100.00	0.00
00-0367	C1	N/A	1152	Occupied		10/01/2018	10/01/2020	09/30/2021	980.00	RENT	924.00	0.00	924.00	100.00	0.00
00-0368	C2	N/A	1190	Occupied		11/28/2020	11/28/2020	11/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	100.26

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl.;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0369	C2	N/A	1190	Occupied		11/09/2017	11/01/2020	04/30/2021	980.00	RENT	914.00	0.00	914.00	300.00	190.23
00-0370	C2	N/A	1190	Occupied		07/01/2010	09/01/2020	02/28/2021	980.00	RENT	899.00	0.00	899.00	199.00	0.00
00-0371	C2	N/A	1190	Occupied		03/01/2021	03/01/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	100.00	980.00
00-0372	C2	N/A	1190	Occupied		02/28/2020	03/01/2021	02/28/2022	980.00	CONC/SPECL	0.00	(500.00)	480.00	100.00	0.00
										RENT	980.00	0.00			
00-0373	C2	N/A	1190	Occupied		01/01/2021	01/01/2021	12/31/2021	980.00	RENT	980.00	0.00	980.00	300.00	(1,498.67)
00-0374	C2	N/A	1190	Occupied		01/01/2020	01/01/2021	12/31/2021	980.00	RENT	914.00	0.00	914.00	0.00	0.00
00-0375	C2	N/A	1190	Occupied		02/23/2021	02/23/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	100.00	(2,205.74)
00-0376	C2	N/A	1190	Occupied		02/05/2016	01/01/2021	12/31/2021	980.00	RENT	865.00	0.00	865.00	300.00	0.00
00-0377	C2	N/A	1190	Occupied		01/24/2020	02/01/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0378	C2	N/A	1190	Occupied		03/09/2021	03/09/2021	03/31/2022	980.00	RENT	980.00	0.00	980.00	300.00	(158.00)
00-0379	C2	N/A	1190	Occupied		01/15/2021	01/15/2021	12/31/2021	980.00	RENT	944.00	0.00	944.00	100.00	2,494.64
00-0380	C3	N/A	1217	Occupied		02/14/2020	02/14/2020	02/28/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	400.00	2,479.15
00-0381	C3	N/A	1217	Occupied		11/30/2019	12/01/2020	11/30/2021	1,000.00	RENT	914.00	0.00	914.00	600.00	71.85
00-0382	C3	N/A	1217	Occupied		01/28/2019	02/01/2021	07/31/2021	1,000.00	DISCOUNT	0.00	(51.25)	887.75	100.00	486.04
										RENT	939.00	0.00			
00-0383	C3	N/A	1217	Occupied		09/28/2019	10/01/2020	09/30/2021	1,000.00	RENT	914.00	0.00	914.00	300.00	0.00
00-0384	C3	N/A	1217	Occupied		12/12/2018	02/29/2020	05/31/2020	1,000.00	RENT	899.00	0.00	899.00	0.00	(269.26)
00-0385	C3	N/A	1217	Occupied		11/16/2020	11/16/2020	11/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	(1,115.00)
00-0386	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0387	C3	N/A	1217	Occupied		01/14/2019	01/01/2021	12/31/2021	1,000.00	RENT	959.00	0.00	959.00	100.00	(143.74)
00-0388	B4	N/A	1016	Occupied		12/29/2020	12/29/2020	12/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	0.00
00-0389	B4	N/A	1016	Occupied		05/16/2019	05/16/2019	05/31/2020	887.00	RENT	887.00	0.00	887.00	200.00	3,486.44
00-0390	B4	N/A	1016	Occupied		01/28/2021	01/28/2021	01/31/2022	887.00	RENT	887.00	0.00	887.00	250.00	0.00
00-0391	B4	N/A	1016	Occupied		04/13/2018	04/01/2020	03/31/2021	887.00	RENT	844.00	0.00	844.00	100.00	0.00
				Pending renewal		04/13/2018	04/01/2021	03/31/2022		RENT	874.00 *	0.00 *	874.00 *	0.00	0.00
00-0392	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0393	B4	N/A	1016	Occupied-NTV		03/21/2015	03/01/2020	02/28/2021	887.00	RENT	887.00	0.00	887.00	199.00	1,119.18
						04/02/2021									

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0394	B4	N/A	1016	Occupied		03/25/2021	03/25/2021	03/31/2022	887.00	RENT	887.00	0.00	887.00	250.00	0.00
00-0395	B4	N/A	1016	Occupied		12/30/2019	12/01/2020	11/30/2021	887.00	CONC/SPECL	0.00	(500.00)	(201.00)	250.00	(516.71)
										REFERRAL	0.00	(500.00)			
										RENT	799.00	0.00			
00-0396	B4	N/A	1016	Occupied		06/15/2016	10/03/2020	03/31/2021	887.00	RENT	780.00	0.00	780.00	200.00	(79.00)
00-0397	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0398	B4	N/A	1016	Occupied-NTV		10/30/2019	10/01/2020	03/31/2021	887.00	RENT	799.00	0.00	799.00	450.00	366.75
						04/02/2021									
00-0399	B4	N/A	1016	Vacant-Leased					887.00		0.00 *	0.00 *			
				Applicant		04/03/2021	04/03/2021	04/30/2022		RENT	887.00 *	0.00 *	887.00 *	0.00	(100.00)
00-0400	C3	N/A	1217	Occupied		03/08/2019	03/01/2020	02/28/2021	1,000.00	RENT	969.00	0.00	969.00	100.00	1,420.36
00-0401	C3	N/A	1217	Occupied		03/09/2021	03/09/2021	02/28/2022	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	742.00
00-0402	C3	N/A	1217	Occupied		12/17/2020	12/17/2020	11/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	300.00	0.00
00-0403	C3	N/A	1217	Occupied		08/24/2018	08/01/2020	07/31/2021	1,000.00	RENT	939.00	0.00	939.00	200.00	0.00
00-0404	B4	N/A	1016	Occupied		12/21/2020	12/21/2020	05/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	1,702.86
00-0405	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0406	B4	N/A	1016	Occupied		09/30/2020	09/30/2020	09/30/2021	887.00	RENT	887.00	0.00	887.00	100.00	0.00
00-0407	B4	N/A	1016	Occupied		12/18/2020	12/18/2020	11/30/2021	887.00	RENT	887.00	0.00	887.00	100.00	3,250.70
00-0408	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0409	B4	N/A	1016	Occupied		05/06/2014	08/01/2020	04/30/2021	887.00	RENT	769.00	0.00	769.00	398.00	(15.14)
00-0410	B4	N/A	1016	Occupied		11/28/2020	11/28/2020	11/30/2021	887.00	RENT	887.00	0.00	887.00	100.00	0.00
00-0411	B4	N/A	1016	Occupied		01/18/2020	01/01/2021	12/31/2021	887.00	RENT	829.00	0.00	829.00	450.00	(600.00)
00-0412	B1	N/A	800	Occupied		12/30/2019	02/01/2021	01/31/2022	827.00	CONC/SPECL	0.00	(385.00)	385.00	100.00	(265.62)
										RENT	770.00	0.00			
00-0413	B1	N/A	800	Occupied		05/10/1996	07/01/2020	06/30/2021	827.00	RENT	740.00	0.00	740.00	100.00	(839.96)
00-0414	B1	N/A	800	Occupied		12/21/2020	12/21/2020	12/31/2021	827.00	RENT	867.00	0.00	867.00	250.00	1,878.57
00-0415	B1	N/A	800	Occupied		12/01/2018	12/01/2020	11/30/2021	827.00	RENT	725.00	0.00	725.00	0.00	0.00
00-0416	B1	N/A	800	Occupied		04/17/2020	04/17/2020	04/30/2021	827.00	RENT	827.00	0.00	827.00	400.00	559.97

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-0417	B1	N/A	800	Occupied		03/27/2020	03/27/2020	03/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0418	B1	N/A	800	Occupied		02/03/2012	06/01/2020	05/31/2021	827.00	RENT	740.00	0.00	740.00	199.00	0.00
00-0419	B1	N/A	800	Occupied		03/08/2011	09/01/2020	02/28/2021	827.00	RENT	675.00	0.00	675.00	199.00	322.00
00-0420	B1	N/A	800	Occupied		05/10/2009	08/01/2020	07/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-0421	B1	N/A	800	Occupied		12/01/2011	11/01/2020	04/30/2021	827.00	RENT	730.00	0.00	730.00	0.00	0.00
00-0422	B1	N/A	800	Occupied		11/05/2020	11/05/2020	10/31/2021	827.00	RENT	794.00	0.00	794.00	100.00	(70.56)
00-0423	B1	N/A	800	Occupied		09/11/2018	09/01/2020	08/31/2021	827.00	RENT	740.00	0.00	740.00	100.00	(176.44)
00-0424	B1	N/A	800	Occupied		02/07/2019	02/01/2021	01/31/2022	827.00	RENT	785.00	0.00	785.00	0.00	26.07
00-0425	B1	N/A	800	Occupied		02/28/2019	03/01/2021	08/31/2021	827.00	CONC/SPECL	0.00	(150.00)	590.00	0.00	(260.00)
										RENT	740.00	0.00			
00-0426	B1	N/A	800	Occupied		12/22/2020	12/22/2020	12/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	1,949.47
00-0427	B1	N/A	800	Occupied-NTV		04/04/2020	04/04/2020	04/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	(500.00)
						04/30/2021									
00-0428	B2	N/A	938	Occupied		01/15/2021	01/15/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0429	B2	N/A	938	Vacant-Leased					847.00		0.00 *	0.00 *			
		N/A		Applicant		04/01/2021	04/01/2021	03/31/2022		RENT	847.00 *	0.00 *	847.00 *	100.00	0.00
00-0430	B2	N/A	938	Occupied		03/26/2021	03/26/2021	03/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	(748.00)
00-0431	B2	N/A	938	Occupied		02/02/2021	02/02/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	3.00
00-0432	B2	N/A	938	Occupied		11/01/2009	10/01/2019	09/30/2020	847.00	RENT	799.00	0.00	799.00	199.00	1,297.74
00-0433	B2	N/A	938	Occupied		09/14/2020	09/14/2020	08/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	(749.26)
00-0434	B2	N/A	938	Occupied		02/25/2021	02/25/2021	01/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0435	B2	N/A	938	Occupied-NTV		03/30/2019	03/01/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	200.00	115.45
						04/02/2021									
00-0436	B1	N/A	800	Occupied		09/01/2013	10/01/2020	09/30/2021	827.00	RENT	789.00	0.00	789.00	299.00	0.00
00-0437	B2	N/A	938	Occupied-NTV		01/30/2019	02/01/2020	01/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	1,903.74
						04/02/2021									
00-0438	B2	N/A	938	Occupied-NTV		04/30/2020	04/30/2020	04/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	1,644.57
						04/30/2021									
00-0439	B2	N/A	938	Occupied		12/09/2020	12/09/2020	11/30/2021	847.00	RENT	847.00	0.00	847.00	200.00	2,810.35
00-0440	B1	N/A	800	Occupied		10/29/2019	11/01/2020	10/31/2021	827.00	RENT	740.00	0.00	740.00	450.00	199.36

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0441	B1	N/A	800	Occupied		07/12/2010	08/01/2020	07/31/2021	827.00	RENT	710.00	0.00	710.00	199.00	0.00
00-0442	B1	N/A	800	Occupied		10/31/2019	11/01/2020	10/31/2021	827.00	CONC/SPECL	0.00	(74.00)	666.00	100.00	(49.29)
										RENT	740.00	0.00			
00-0443	B1	N/A	800	Occupied		11/01/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	250.00	(4,081.21)
00-0444	B1	N/A	800	Occupied		09/29/2020	09/29/2020	09/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0445	B1	N/A	800	Occupied		03/20/2020	03/20/2020	03/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
		N/A		Pending renewal		03/20/2020	04/01/2021	09/30/2021		RENT	827.00 *	0.00 *	827.00 *	0.00	0.00
00-0446	B1	N/A	800	Occupied		07/31/2020	07/31/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	249.15	(827.00)
00-0447	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0448	B1	N/A	800	Occupied		07/30/2019	07/01/2020	06/30/2021	827.00	RENT	765.00	0.00	765.00	200.00	0.00
00-0449	B1	N/A	800	Occupied		03/31/2020	03/31/2020	03/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0450	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0451	B1	N/A	800	Occupied		11/28/2018	11/01/2020	10/31/2021	827.00	RENT	765.00	0.00	765.00	100.00	(854.00)
00-0452	C2	N/A	1190	Occupied-NTV		10/08/2018	10/01/2019	09/30/2020	980.00	RENT	939.00	0.00	939.00	250.00	5,214.34
						04/30/2021									
00-0453	C2	N/A	1190	Occupied		01/30/2020	02/01/2021	01/31/2022	980.00	RENT	980.00	0.00	980.00	250.00	2,398.02
00-0454	C2	N/A	1190	Occupied		03/31/2020	03/31/2020	03/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	1,822.83
00-0455	C2	N/A	1190	Occupied		11/01/2017	11/01/2020	10/31/2021	980.00	RENT	939.00	0.00	939.00	300.00	0.00
00-0456	C2	N/A	1190	Occupied		06/28/2019	07/01/2020	06/30/2021	980.00	RENT	914.00	0.00	914.00	300.00	0.00
00-0457	C2	N/A	1190	Occupied		10/28/2019	11/01/2020	10/31/2021	980.00	RENT	914.00	0.00	914.00	100.00	0.00
00-0458	C2	N/A	1190	Occupied		07/29/2019	07/01/2020	06/30/2021	980.00	RENT	914.00	0.00	914.00	300.00	3,025.14
00-0459	C2	N/A	1190	Occupied		06/29/2020	06/29/2020	06/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0460	A2	N/A	667	Occupied		06/26/2020	06/26/2020	05/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0461	A2	N/A	667	Occupied		07/03/2020	07/03/2020	07/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	24.10
00-0462	A2	N/A	667	Occupied		01/27/2020	02/01/2021	01/31/2022	720.00	RENT	720.00	0.00	720.00	140.00	(799.00)
00-0463	A2	N/A	667	Vacant					720.00		0.00 *	0.00 *			
00-0464	A2	N/A	667	Occupied		07/12/2016	10/01/2019	09/30/2020	720.00	RENT	570.00	0.00	570.00	100.00	86.01
00-0465	A2	N/A	667	Occupied		09/25/2020	09/25/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0466	A2	N/A	667	Occupied		10/07/2009	10/01/2020	03/31/2021	720.00	RENT	600.00	0.00	600.00	199.00	(101.00)

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details

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		N/A		Pending renewal		10/07/2009	04/01/2021	03/31/2022		RENT	600.00 *	0.00 *	600.00 *	0.00	0.00
00-0467	A2	N/A	667	Occupied		12/23/2020	12/23/2020	12/31/2021	720.00	RENT	720.00	0.00	720.00	250.00	(219.58)
00-0468	A2	N/A	667	Occupied		03/15/2019	04/01/2020	03/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	(12.13)
		N/A		Pending renewal		03/15/2019	04/01/2021	03/31/2022		RENT	715.00 *	0.00 *	715.00 *	0.00	0.00
00-0469	A2	N/A	667	Occupied		03/16/2020	03/16/2020	03/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	898.17
		N/A		Pending renewal		03/16/2020	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(300.00)*	420.00 *	0.00	0.00
										RENT	720.00 *	0.00 *			
00-0470	A2	N/A	667	Occupied		09/30/2020	09/30/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0471	A2	N/A	667	Occupied		07/30/2020	07/30/2020	06/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	1,674.74
00-0472	A2	N/A	667	Occupied		01/23/2013	05/05/2020	05/31/2021	720.00	RENT	640.00	0.00	640.00	199.00	(161.57)
00-0473	A2	N/A	667	Occupied		05/20/2020	05/20/2020	04/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	(148.48)
00-0474	A2	N/A	667	Occupied		06/29/2020	06/29/2020	06/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0475	A2	N/A	667	Occupied-NTV		05/30/2018	05/01/2020	04/30/2021	720.00	RENT	705.00	0.00	705.00	100.00	0.00
						04/30/2021									
00-0476	A2	N/A	667	Occupied		05/29/2020	05/29/2020	04/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	(1,687.00)
00-0477	A2	N/A	667	Occupied		03/05/2016	09/01/2020	08/31/2021	720.00	RENT	670.00	0.00	670.00	100.00	0.00
00-0478	A2	N/A	667	Occupied		03/19/2014	03/01/2021	02/28/2022	720.00	CONC/SPECL	0.00	(500.00)	220.00	299.00	(790.36)
										RENT	720.00	0.00			
00-0479	A2	N/A	667	Occupied		12/29/2017	12/01/2020	05/31/2021	720.00	RENT	660.00	0.00	660.00	100.00	(1,700.47)
00-0480	A2	N/A	667	Occupied		08/23/2016	08/01/2020	07/31/2021	720.00	RENT	675.00	0.00	675.00	100.00	0.00
00-0481	A2	N/A	667	Occupied		08/08/2016	08/01/2020	07/31/2021	720.00	RENT	660.00	0.00	660.00	200.00	0.00
00-0482	A2	N/A	667	Occupied		10/11/2020	10/11/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	631.65
00-0483	A2	N/A	667	Occupied		10/19/2019	11/01/2020	10/31/2021	720.00	RENT	660.00	0.00	660.00	250.00	0.00
00-0484	A2	N/A	667	Occupied		09/21/2020	09/21/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0485	A2	N/A	667	Occupied		11/28/2020	11/28/2020	11/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	250.19
00-0486	A2	N/A	667	Occupied		02/22/2021	02/22/2021	01/31/2022	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0487	A2	N/A	667	Occupied		12/11/2020	12/11/2020	12/31/2021	720.00	RENT	720.00	0.00	720.00	250.00	(1,251.52)
00-0488	A2	N/A	667	Occupied		09/26/2018	09/01/2020	08/31/2021	720.00	RENT	660.00	0.00	660.00	100.00	9.90

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0489	A2	N/A	667	Occupied		12/28/2020	12/28/2020	12/31/2021	720.00	RENT	720.00	0.00	720.00	250.00	650.09
00-0490	A2	N/A	667	Occupied		03/29/2019	03/01/2021	02/28/2022	720.00	CONC/SPECL	0.00	(500.00)	190.00	100.00	0.00
										RENT	690.00	0.00			
00-0491	A2	N/A	667	Occupied-NTV		03/30/2020	03/30/2020	03/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	81.43
						04/02/2021									
00-0492	A2	N/A	667	Occupied		09/30/2020	09/30/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0493	A2	N/A	667	Occupied		01/13/2017	01/01/2021	12/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	51.94
00-0494	A2	N/A	667	Occupied		11/20/2020	11/20/2020	11/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0495	A2	N/A	667	Occupied		07/11/2019	07/01/2020	06/30/2021	720.00	RENT	660.00	0.00	660.00	100.00	0.00
00-0496	A2	N/A	667	Occupied		09/01/2016	09/01/2020	02/28/2021	720.00	RENT	660.00	0.00	660.00	200.00	(112.79)
00-0497	A2	N/A	667	Occupied		04/23/2016	05/01/2020	04/30/2021	720.00	RENT	665.00	0.00	665.00	250.00	0.00
				Pending renewal		04/23/2016	05/01/2021	04/30/2022		RENT	680.00 *	0.00 *	680.00 *	0.00	0.00
00-0498	A2	N/A	667	Occupied		06/22/2020	06/22/2020	05/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0499	A2	N/A	667	Occupied		01/15/2021	01/15/2021	12/31/2021	720.00	RENT	720.00	0.00	720.00	250.00	907.17
00-0500	A2	N/A	667	Occupied		10/05/2011	10/01/2020	09/30/2021	720.00	RENT	661.00	0.00	661.00	199.00	(713.33)
00-0501	A2	N/A	667	Occupied		04/16/2018	04/01/2020	03/31/2021	720.00	RENT	690.00	0.00	690.00	100.00	(502.11)
				Pending renewal		04/16/2018	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(300.00)*	405.00 *	0.00	0.00
										RENT	705.00 *	0.00 *			
00-0502	A2	N/A	667	Vacant-Leased					720.00		0.00 *	0.00 *			
				Applicant		04/07/2021	04/07/2021	04/30/2022		RENT	720.00 *	0.00 *	720.00 *	100.00	0.00
00-0503	A2	N/A	667	Occupied		04/13/2020	04/13/2020	04/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	2,721.17
00-0504	A2	N/A	667	Occupied		10/10/2020	10/10/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	(800.00)
00-0505	A2	N/A	667	Occupied		12/21/2020	12/21/2020	12/31/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0506	A2	N/A	667	Occupied		03/20/2020	03/20/2020	03/31/2021	720.00	RENT	720.00	0.00	720.00	100.00	(793.09)
00-0507	A2	N/A	667	Occupied		09/22/2016	10/01/2020	03/31/2021	720.00	RENT	660.00	0.00	660.00	200.00	0.00
				Pending renewal		09/22/2016	04/01/2021	03/31/2022		RENT	660.00 *	0.00 *	660.00 *	0.00	0.00
00-0508	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0509	B1	N/A	800	Occupied		01/26/2019	02/01/2021	01/31/2022	827.00	RENT	795.00	0.00	795.00	100.00	264.65
00-0510	B1	N/A	800	Occupied-NTV		01/31/2020	01/31/2020	01/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	(168.90)
						04/02/2021									
00-0511	B1	N/A	800	Occupied		12/19/2016	12/01/2020	11/30/2021	827.00	RENT	745.00	0.00	745.00	200.00	0.00
00-0512	B1	N/A	800	Occupied		04/18/2019	05/01/2020	04/30/2021	827.00	RENT	765.00	0.00	765.00	200.00	1,112.35

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0513	B1	N/A	800	Occupied-NTV		11/29/2019 04/30/2021	11/29/2019	11/30/2020	827.00	RENT	827.00	0.00	827.00	450.00	(10,79)
00-0514	B1	N/A	800	Occupied-NTV		07/30/2016 05/02/2021	11/01/2020	04/30/2021	827.00	RENT	740.00	0.00	740.00	200.00	715.11
00-0515	B1	N/A	800	Occupied		02/14/2019	02/01/2020	01/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	4,442.44
00-0516	B1	N/A	800	Occupied		01/23/2020	02/01/2021	01/31/2022	827.00	DISCOUNT RENT	0.00 827.00	(413.50) 0.00	413.50	400.00	0.00
00-0517	B1	N/A	800	Occupied		02/06/2021	02/06/2021	01/31/2022	827.00	RENT	799.00	0.00	799.00	400.00	(300.00)
00-0518	B1	N/A	800	Occupied		06/30/2020	06/30/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	100.00
00-0519	B1	N/A	800	Occupied		12/10/2020	12/10/2020	11/30/2021	827.00	RENT	827.00	0.00	827.00	400.00	2,321.26
00-0520	B2	N/A	938	Occupied		11/25/2020	11/25/2020	11/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	22.62
00-0521	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0522	B2	N/A	938	Occupied		06/01/2007	08/01/2020	07/31/2021	847.00	RENT	770.00	0.00	770.00	200.00	0.00
00-0523	B2	N/A	938	Occupied		05/21/2020	05/21/2020	05/31/2021	847.00	RENT	847.00	0.00	847.00	600.00	352.50
		N/A		Pending renewal		05/21/2020	06/01/2021	05/31/2022		RENT	847.00 *	0.00 *	847.00 *	0.00	0.00
00-0524	A1	N/A	598	Occupied		09/02/2020	09/02/2020	08/31/2021	700.00	RENT	700.00	0.00	700.00	250.00	236.76
00-0525	A1	N/A	598	Occupied		08/01/2012	10/01/2020	09/30/2021	700.00	RENT	640.00	0.00	640.00	199.00	0.00
00-0526	A1	N/A	598	Occupied		08/28/2019	08/01/2020	07/31/2021	700.00	RENT	640.00	0.00	640.00	100.00	640.00
00-0527	A1	N/A	598	Occupied		05/21/2020	05/21/2020	05/31/2021	700.00	RENT	700.00	0.00	700.00	250.00	0.00
00-0528	A1	N/A	598	Occupied		04/04/2018	04/01/2020	03/31/2021	700.00	RENT	680.00	0.00	680.00	100.00	0.00
		N/A		Pending renewal		04/04/2018	04/01/2021	03/31/2022		RENT	700.00 *	0.00 *	700.00 *	0.00	0.00
00-0529	A1	N/A	598	Occupied		06/27/2020	06/27/2020	06/30/2021	700.00	RENT	700.00	0.00	700.00	100.00	(764.21)
00-0530	A1	N/A	598	Occupied		01/28/2019	02/01/2021	01/31/2022	700.00	RENT	695.00	0.00	695.00	100.00	0.00
00-0531	A1	N/A	598	Occupied		08/14/2020	08/14/2020	08/31/2021	700.00	RENT	700.00	0.00	700.00	100.00	(664.47)
00-0532	A1	N/A	598	Occupied		07/12/2006	08/01/2020	07/31/2021	700.00	RENT	675.00	0.00	675.00	150.00	(234.84)
00-0533	A1	N/A	598	Occupied		10/21/2019	11/01/2020	10/31/2021	700.00	RENT	640.00	0.00	640.00	450.00	(128.05)
00-0534	A1	N/A	598	Occupied		11/30/2020	11/30/2020	11/30/2021	700.00	RENT	700.00	0.00	700.00	250.00	0.00
00-0535	A1	N/A	598	Occupied		02/28/2020	02/28/2020	02/28/2021	700.00	RENT	700.00	0.00	700.00	100.00	2,659.68
00-0536	A1	N/A	598	Occupied		07/01/2015	12/01/2020	05/31/2021	700.00	RENT	640.00	0.00	640.00	0.00	(916.00)
00-0537	A1	N/A	598	Occupied		11/30/2019	12/01/2020	11/30/2021	700.00	RENT	640.00	0.00	640.00	250.00	0.00
00-0538	A1	N/A	598	Occupied		03/29/2021	03/29/2021	03/31/2022	700.00	RENT	700.00	0.00	700.00	0.00	0.00
00-0539	A1	N/A	598	Occupied		08/04/2017	08/01/2020	07/31/2021	700.00	RENT	665.00	0.00	665.00	100.00	2,603.21
00-0540	A1	N/A	598	Occupied		05/18/2016	06/01/2020	05/31/2021	700.00	RENT	620.00	0.00	620.00	100.00	150.00
00-0541	A1	N/A	598	Occupied		09/16/2019	09/01/2020	08/31/2021	700.00	RENT	640.00	0.00	640.00	420.00	(13.17)

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0542	A1	N/A	598	Occupied		10/01/2017	11/01/2020	10/31/2021	700.00	RENT	640.00	0.00	640.00	100.00	0.00
00-0543	A1	N/A	598	Occupied		12/21/2020	12/21/2020	12/31/2021	700.00	RENT	700.00	0.00	700.00	400.00	811.27
00-0544	A1	N/A	598	Occupied		09/26/2003	11/01/2020	10/31/2021	700.00	RENT	640.00	0.00	640.00	199.00	0.00
00-0545	A1	N/A	598	Occupied		08/02/2019	08/01/2020	07/31/2021	700.00	RENT	640.00	0.00	640.00	100.00	708.41
00-0546	A1	N/A	598	Occupied		06/06/2008	02/01/2021	07/31/2021	700.00	RENT	700.00	0.00	700.00	150.00	0.00
00-0547	A1	N/A	598	Occupied		01/29/2021	01/29/2021	01/31/2022	700.00	RENT	700.00	0.00	700.00	400.00	0.00
00-0548	A1	N/A	598	Occupied		11/30/2020	11/30/2020	10/31/2021	700.00	RENT	700.00	0.00	700.00	250.00	129.04
00-0549	A1	N/A	598	Occupied		03/27/2020	03/01/2021	02/28/2022	700.00	CONC/SPECL RENT	0.00	(500.00)	200.00	400.00	300.00
00-0550	A1	N/A	598	Occupied		04/01/2016	10/01/2020	09/30/2021	700.00	CONC/SPECL RENT	0.00	(300.00)	340.00	300.00	0.00
00-0551	A1	N/A	598	Occupied		02/01/2011	03/01/2021	02/28/2022	700.00	DISCOUNT RENT	0.00	(300.00)	350.00	199.00	101.00
00-0552	A1	N/A	598	Occupied		02/21/2020	02/01/2021	01/31/2022	700.00	RENT	700.00	0.00	700.00	250.00	(245.19)
00-0553	A1	N/A	598	Occupied		01/31/2020	01/31/2020	01/31/2021	700.00	RENT	700.00	0.00	700.00	400.00	1,389.38
00-0554	A1	N/A	598	Vacant-Leased					700.00		0.00 *	0.00 *			
		N/A		Applicant		04/15/2021	04/15/2021	03/31/2022		RENT	668.00 *	0.00 *	668.00 *	100.00	0.00
00-0555	A1	N/A	598	Occupied		09/21/2017	09/01/2020	08/31/2021	700.00	RENT	665.00	0.00	665.00	100.00	779.74
00-0556	B2	N/A	938	Occupied		04/04/2017	06/01/2020	05/31/2021	847.00	RENT	819.00	0.00	819.00	200.00	15.52
00-0557	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0558	B2	N/A	938	Occupied		07/05/2016	07/01/2020	06/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	0.00
00-0559	B2	N/A	938	Occupied		04/30/2020	04/30/2020	04/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0560	A4	N/A	739	Occupied		11/01/2017	11/01/2020	10/31/2021	763.00	RENT	698.00	0.00	698.00	100.00	298.00
00-0561	A4	N/A	739	Occupied		07/29/2017	07/01/2020	09/30/2020	763.00	RENT	589.00	0.00	589.00	100.00	780.57
00-0562	A4	N/A	739	Occupied		12/01/2018	12/01/2020	11/30/2021	763.00	RENT	673.00	0.00	673.00	100.00	79.83
00-0563	A4	N/A	739	Occupied		07/07/2018	07/01/2020	06/30/2021	763.00	RENT	688.00	0.00	688.00	100.00	89.19
00-0564	A4	N/A	739	Occupied		10/22/2019	10/01/2020	09/30/2021	763.00	RENT	673.00	0.00	673.00	100.00	33.82
00-0565	A4	N/A	739	Vacant-Leased					763.00		0.00 *	0.00 *			
		N/A		Applicant		04/02/2021	04/02/2021	04/30/2022		RENT	763.00 *	0.00 *	763.00 *	0.00	(100.00)
00-0566	A4	N/A	739	Occupied		12/19/2012	12/01/2020	05/31/2021	763.00	RENT	625.00	0.00	625.00	625.00	(6.00)

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0567	A4	N/A	739	Occupied		02/01/2020	02/01/2021	01/31/2022	763.00	RENT	763.00	0.00	763.00	150.00	(300.00)
00-0568	A4	N/A	739	Occupied		11/14/2020	11/14/2020	10/31/2021	763.00	RENT	763.00	0.00	763.00	250.00	0.00
00-0569	A4	N/A	739	Occupied-NTV		09/03/2020	09/03/2020	08/31/2021	763.00	RENT	763.00	0.00	763.00	400.00	5,207.79
00-0570	A4	N/A	739	Occupied		10/05/2018	10/01/2020	09/30/2021	763.00	RENT	698.00	0.00	698.00	0.00	43.46
00-0571	A4	N/A	739	Occupied		02/12/2014	08/01/2020	03/31/2021	763.00	RENT	673.00	0.00	673.00	398.00	994.46
00-0572	A3	N/A	704	Occupied		01/29/2021	01/29/2021	01/31/2022	740.00	RENT	740.00	0.00	740.00	250.00	0.00
00-0573	A3	N/A	704	Occupied		08/02/2019	08/01/2020	07/31/2021	740.00	RENT	695.00	0.00	695.00	100.00	0.00
00-0574	A3	N/A	704	Occupied		11/01/2018	11/01/2020	10/31/2021	740.00	RENT	673.00	0.00	673.00	100.00	671.94
00-0575	A3	N/A	704	Occupied		11/29/2019	11/01/2020	10/31/2021	740.00	RENT	673.00	0.00	673.00	250.00	0.00
00-0576	A3	N/A	704	Occupied		11/16/2018	12/01/2020	11/30/2021	740.00	RENT	698.00	0.00	698.00	100.00	0.00
00-0577	A3	N/A	704	Occupied		04/30/2020	04/30/2020	04/30/2021	740.00	RENT	740.00	0.00	740.00	250.00	1,039.79
00-0578	A3	N/A	704	Occupied		12/15/2005	12/01/2020	11/30/2021	740.00	RENT	673.00	0.00	673.00	0.00	135.48
00-0579	A3	N/A	704	Occupied		12/29/2018	12/01/2020	11/30/2021	740.00	RENT	698.00	0.00	698.00	100.00	(78.81)
00-0580	A3	N/A	704	Occupied		07/27/2019	08/01/2020	07/31/2021	740.00	RENT	673.00	0.00	673.00	100.00	0.00
00-0581	A3	N/A	704	Occupied		09/30/2020	09/30/2020	09/30/2021	740.00	RENT	740.00	0.00	740.00	400.00	(490.00)
00-0582	A3	N/A	704	Occupied		11/25/2015	11/01/2020	10/31/2021	740.00	RENT	661.00	0.00	661.00	0.00	0.00
00-0583	A3	N/A	704	Occupied		12/27/2019	12/27/2019	12/31/2020	740.00	RENT	740.00	0.00	740.00	250.00	2,940.23
00-0584	A3	N/A	704	Occupied		06/03/2016	06/01/2020	05/31/2021	740.00	RENT	660.00	0.00	660.00	100.00	0.00
00-0585	A3	N/A	704	Occupied		10/01/2016	10/01/2020	03/31/2021	740.00	RENT	650.00	0.00	650.00	199.00	4.00
00-0586	A3	N/A	704	Occupied		02/01/2016	04/01/2020	03/31/2021	740.00	RENT	660.00	0.00	660.00	0.00	25.57
00-0587	A3	N/A	704	Vacant					740.00		0.00 *	0.00 *			
00-0588	A3	N/A	704	Occupied		05/01/2015	02/01/2021	07/31/2021	740.00	RENT	675.00	0.00	675.00	0.00	(47.81)
00-0589	A3	N/A	704	Occupied		03/03/2020	03/03/2020	03/31/2021	740.00	RENT	740.00	0.00	740.00	100.00	849.87
00-0590	A3	N/A	704	Occupied		02/28/2020	02/28/2020	03/31/2021	740.00	RENT	740.00	0.00	740.00	250.00	2,540.54
00-0591	A3	N/A	704	Occupied		11/01/2013	08/01/2020	07/31/2021	740.00	RENT	685.00	0.00	685.00	199.00	0.00
00-0592	A4	N/A	739	Occupied		10/31/2019	11/01/2020	10/31/2021	763.00	RENT	673.00	0.00	673.00	100.00	0.00
00-0593	A4	N/A	739	Occupied		02/05/2021	02/05/2021	01/31/2022	763.00	RENT	763.00	0.00	763.00	400.00	(400.00)

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0594	A4	N/A	739	Occupied		01/01/2015	02/01/2021	01/31/2022	763.00	DISCOUNT	0.00	(356.50)	356.50	299.00	448.72
										RENT	713.00	0.00			
00-0595	A4	N/A	739	Occupied		03/12/2021	03/12/2021	03/31/2022	763.00	RENT	763.00	0.00	763.00	250.00	0.00
00-0596	A4	N/A	739	Occupied		08/03/2020	08/03/2020	07/31/2021	763.00	RENT	743.00	0.00	743.00	100.00	(64.65)
00-0597	A4	N/A	739	Occupied		10/27/2008	02/01/2021	01/31/2022	763.00	RENT	673.00	0.00	673.00	600.00	0.00
00-0598	A4	N/A	739	Occupied-NTVL		04/30/2020	04/30/2020	04/30/2021	763.00	DISCOUNT	0.00	(43.00)	720.00	250.00	0.00
						04/30/2021				RENT	763.00	0.00			
		N/A		Applicant		05/21/2021	05/21/2021	05/31/2022		RENT	763.00 *	0.00 *	763.00 *	100.00	0.00
00-0599	A4	N/A	739	Occupied		01/28/2021	01/28/2021	01/31/2022	763.00	RENT	763.00	0.00	763.00	250.00	0.00
00-0600	A4	N/A	739	Occupied		07/10/2009	02/01/2021	07/31/2021	763.00	RENT	600.00	0.00	600.00	250.00	(231.00)
00-0601	A4	N/A	739	Occupied		03/17/2020	03/17/2020	03/31/2021	763.00	RENT	763.00	0.00	763.00	100.00	472.13
00-0602	A4	N/A	739	Occupied		05/01/2000	02/01/2021	01/31/2022	763.00	DISCOUNT	0.00	(335.00)	335.00	400.00	(762.14)
										RENT	670.00	0.00			
00-0603	A4	N/A	739	Occupied		06/10/2005	11/01/2020	10/31/2021	763.00	RENT	673.00	0.00	673.00	0.00	0.00
00-0604	A4	N/A	739	Occupied		03/10/2020	03/01/2021	08/31/2021	763.00	RENT	739.00	0.00	739.00	100.00	0.00
00-0605	A4	N/A	739	Occupied		04/01/2014	04/01/2020	03/31/2021	763.00	RENT	673.00	0.00	673.00	199.00	(74.04)
		N/A		Pending renewa		04/01/2014	04/01/2021	06/30/2022		RENT	673.00 *	0.00 *	673.00 *	0.00	0.00
00-0606	A4	N/A	739	Occupied		02/25/2021	02/25/2021	01/31/2022	763.00	RENT	763.00	0.00	763.00	100.00	0.00
00-0607	A4	N/A	739	Occupied		12/21/2020	12/21/2020	11/30/2021	763.00	RENT	763.00	0.00	763.00	100.00	0.00
00-0608	B2	N/A	938	Vacant					847.00		0.00 -	0.00 *			
00-0609	B2	N/A	938	Occupied		05/01/2003	09/01/2020	08/31/2021	847.00	RENT	675.00	0.00	675.00	200.00	0.00
00-0610	B2	N/A	938	Occupied		02/26/2021	02/26/2021	02/28/2022	847.00	RENT	847.00	0.00	847.00	250.00	(1.00)
00-0611	B2	N/A	938	Occupied		02/28/2020	03/01/2021	02/28/2022	847.00	RENT	847.00	0.00	847.00	400.00	151.53
00-0612	B2	N/A	938	Occupied		02/27/2019	02/01/2020	01/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	(399.08)
00-0613	B2	N/A	938	Occupied		05/31/2016	06/01/2020	05/31/2021	847.00	RENT	810.00	0.00	810.00	300.00	0.00
00-0614	B2	N/A	938	Occupied		02/25/2010	09/01/2020	08/31/2021	847.00	RENT	820.00	0.00	820.00	299.00	(42.94)
00-0615	B2	N/A	938	Occupied		03/15/2012	04/01/2020	03/31/2021	847.00	RENT	795.00	0.00	795.00	498.00	0.00
		N/A		Pending renewa		03/15/2012	04/01/2021	09/30/2021		RENT	795.00 *	0.00 *	795.00 *	0.00	0.00

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-0616	B1	N/A	800	Occupied		11/16/2007	11/01/2020	10/31/2021	827.00	RENT	710.00	0.00	710.00	150.00	187.63
00-0617	B1	N/A	800	Occupied		03/16/2021	03/16/2021	03/31/2022	827.00	RENT	799.00	0.00	799.00	100.00	(300.00)
00-0618	B1	N/A	800	Occupied		11/09/2020	11/09/2020	10/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0619	B1	N/A	800	Occupied		04/01/2017	11/01/2020	10/31/2021	827.00	RENT	775.00	0.00	775.00	200.00	0.00
00-0620	B1	N/A	800	Occupied		07/17/2020	07/17/2020	07/31/2021	827.00	RENT	827.00	0.00	827.00	0.00	0.00
00-0621	B1	N/A	800	Occupied		03/08/2019	03/01/2021	02/28/2022	827.00	CONC/SPECL RENT	0.00	(500.00)	285.00	0.00	0.00
00-0622	B1	N/A	800	Occupied		11/30/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	200.00	(32.46)
00-0623	B1	N/A	800	Occupied		01/30/2009	09/01/2020	08/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	12.21
00-0624	A1	N/A	598	Occupied		06/05/2018	06/01/2020	05/31/2021	700.00	RENT	675.00	0.00	675.00	100.00	0.00
00-0625	A1	N/A	598	Occupied		06/20/2016	06/01/2020	05/31/2021	700.00	RENT	665.00	0.00	665.00	99.00	0.00
00-0626	A1	N/A	598	Occupied		03/27/2021	03/27/2021	03/31/2022	700.00	RENT	700.00	0.00	700.00	100.00	0.00
00-0627	A1	N/A	598	Occupied-NTV		05/01/2017	05/01/2020	04/30/2021	700.00	RENT	685.00	0.00	685.00	125.00	0.00
00-0628	A1	N/A	598	Occupied		02/02/2021	02/02/2021	01/31/2022	700.00	RENT	662.00	0.00	662.00	100.00	256.00
00-0629	A1	N/A	598	Occupied		03/01/2007	01/01/2021	12/31/2021	700.00	RENT	700.00	0.00	700.00	470.00	0.00
00-0630	A1	N/A	598	Occupied		04/30/2020	04/30/2020	04/30/2021	700.00	RENT	700.00	0.00	700.00	250.00	0.00
00-0631	A1	N/A	598	Occupied		09/01/2008	09/01/2020	02/28/2021	700.00	RENT	640.00	0.00	640.00	500.00	(1.00)
00-0632	A1	N/A	598	Occupied		09/01/2008	11/01/2020	10/31/2021	700.00	RENT	640.00	0.00	640.00	700.00	0.00
00-0633	A1	N/A	598	Occupied		07/31/2020	07/31/2020	06/30/2021	700.00	RENT	700.00	0.00	700.00	250.00	0.00
00-0634	A1	N/A	598	Occupied		06/24/2016	06/01/2020	05/31/2021	700.00	RENT	650.00	0.00	650.00	300.00	(57.00)
00-0635	A1	N/A	598	Occupied		12/17/2020	12/17/2020	06/30/2021	700.00	RENT	700.00	0.00	700.00	400.00	14.27
00-0636	A1	N/A	598	Occupied-NTVL		04/04/2019	04/01/2020	03/31/2021	700.00	RENT	665.00	0.00	665.00	100.00	105.40
		N/A		Applicant		04/30/2021	04/30/2021	04/30/2022		RENT	700.00 *	0.00 *	700.00 *	100.00	0.00
00-0637	A1	N/A	598	Occupied		01/01/2021	01/01/2021	12/31/2021	700.00	RENT	700.00	0.00	700.00	250.00	0.00
00-0638	A1	N/A	598	Occupied		09/19/2016	09/01/2020	08/31/2021	700.00	RENT	660.00	0.00	660.00	200.00	0.00
00-0639	A1	N/A	598	Occupied		11/30/2015	12/01/2020	05/31/2021	700.00	RENT	700.00	0.00	700.00	0.00	(339.37)
00-0640	A1	N/A	598	Occupied		11/25/2019	11/01/2020	04/30/2021	700.00	RENT	640.00	0.00	640.00	250.00	0.00

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0641	A1	N/A	598	Occupied		12/21/2020	12/21/2020	11/30/2021	700.00	RENT	700.00	0.00	700.00	250.00	1,578.87
00-0642	A1	N/A	598	Occupied		04/20/2015	05/01/2020	04/30/2021	700.00	RENT	665.00	0.00	665.00	199.00	(20.15)
00-0643	A1	N/A	598	Occupied		10/26/2015	01/01/2021	06/30/2021	700.00	RENT	570.00	0.00	570.00	0.00	0.00
00-0644	A1	N/A	598	Occupied		04/01/2016	04/01/2020	03/31/2021	700.00	RENT	665.00	0.00	665.00	100.00	36.92
		N/A		Pending renewal		04/01/2016	04/01/2021	03/31/2022		RENT	695.00 *	0.00 *	695.00 *	0.00	0.00
00-0645	A1	N/A	598	Occupied		02/27/2019	02/01/2021	01/31/2022	700.00	CONC/SPECL	0.00	(347.50)	347.50	100.00	0.00
										RENT	695.00	0.00			
00-0646	A1	N/A	598	Occupied		09/01/2016	09/01/2020	08/31/2021	700.00	RENT	655.00	0.00	655.00	300.00	0.00
00-0647	A1	N/A	598	Occupied		09/01/2018	10/01/2020	03/31/2021	700.00	RENT	665.00	0.00	665.00	100.00	0.00
00-0648	A1	N/A	598	Occupied		01/07/2017	01/01/2021	12/31/2021	700.00	RENT	695.00	0.00	695.00	400.00	(25.00)
00-0649	A1	N/A	598	Occupied		07/01/2013	12/01/2020	11/30/2021	700.00	RENT	675.00	0.00	675.00	199.00	0.00
00-0650	A1	N/A	598	Occupied		10/01/2011	11/01/2020	10/31/2021	700.00	RENT	670.00	0.00	670.00	199.00	0.00
00-0651	A1	N/A	598	Occupied		05/31/2014	05/01/2020	04/30/2021	700.00	RENT	640.00	0.00	640.00	199.00	0.00
		N/A		Pending renewal		05/31/2014	05/01/2021	04/30/2022		RENT	670.00 *	0.00 *	670.00 *	0.00	0.00
00-0652	A1	N/A	598	Occupied		08/01/2016	08/01/2020	07/31/2021	700.00	RENT	655.00	0.00	655.00	100.00	(680.01)
00-0653	A1	N/A	598	Occupied		09/27/2019	10/01/2020	09/30/2021	700.00	RENT	640.00	0.00	640.00	250.00	0.00
00-0654	A1	N/A	598	Occupied		07/01/2012	08/01/2020	07/31/2021	700.00	RENT	640.00	0.00	640.00	398.00	0.00
00-0655	A1	N/A	598	Occupied		05/19/2018	06/01/2020	05/31/2021	700.00	RENT	675.00	0.00	675.00	200.00	(300.00)
00-0656	B1	N/A	800	Occupied		06/29/2019	06/01/2020	05/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-0657	B1	N/A	800	Occupied		08/01/2006	08/01/2020	07/31/2021	827.00	RENT	715.00	0.00	715.00	200.00	0.00
00-0658	B1	N/A	800	Occupied		01/06/2021	01/06/2021	12/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0659	B1	N/A	800	Occupied		07/21/2017	07/01/2020	06/30/2021	827.00	RENT	765.00	0.00	765.00	100.00	0.00
00-0660	B1	N/A	800	Occupied		06/29/2020	06/29/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.23
00-0661	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0662	B1	N/A	800	Occupied		09/30/2005	09/01/2020	08/31/2021	827.00	RENT	695.00	0.00	695.00	0.00	(768.60)
00-0663	B1	N/A	800	Occupied		08/09/2018	02/01/2021	07/31/2021	827.00	RENT	740.00	0.00	740.00	100.00	0.00
00-0664	B3	N/A	960	Occupied		10/01/2009	09/01/2020	02/28/2021	867.00	RENT	795.00	0.00	795.00	200.00	0.00
00-0665	B3	N/A	960	Occupied		06/28/2017	07/13/2020	07/31/2021	867.00	RENT	795.00	0.00	795.00	200.00	381.15
00-0666	B3	N/A	960	Occupied		05/28/2020	05/28/2020	04/30/2021	867.00	RENT	867.00	0.00	867.00	600.00	0.00
00-0667	B3	N/A	960	Occupied		01/15/2021	01/15/2021	12/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	583.99

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0668	B3	N/A	960	Occupied		05/29/2020	05/29/2020	04/30/2021	867.00	RENT	867.00	0.00	867.00	0.00	(215.00)
00-0669	B3	N/A	960	Occupied		08/31/2020	08/31/2020	08/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	0.00
00-0670	B3	N/A	960	Occupied		01/06/2009	10/01/2020	03/31/2021	867.00	RENT	795.00	0.00	795.00	199.00	(479.14)
00-0671	B3	N/A	960	Occupied		08/16/2017	08/01/2020	07/31/2021	867.00	RENT	820.00	0.00	820.00	200.00	473.25
00-0672	B3	N/A	960	Occupied		01/01/2021	01/01/2021	12/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	(798.87)
00-0673	B3	N/A	960	Occupied		06/28/2017	07/01/2020	06/30/2021	867.00	RENT	799.00	0.00	799.00	200.00	325.47
00-0674	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0675	B3	N/A	960	Occupied		12/01/2020	12/01/2020	11/30/2021	867.00	RENT	867.00	0.00	867.00	200.00	(18.76)
00-0676	A2	N/A	667	Occupied		09/29/2020	09/29/2020	09/30/2021	720.00	RENT	720.00	0.00	720.00	250.00	0.00
00-0677	A2	N/A	667	Occupied		07/28/2016	07/01/2020	06/30/2021	720.00	RENT	640.00	0.00	640.00	100.00	(300.00)
00-0678	A2	N/A	667	Occupied		04/01/2009	10/01/2020	09/30/2021	720.00	RENT	685.00	0.00	685.00	600.00	(745.77)
00-0679	A2	N/A	667	Occupied		09/21/2017	09/01/2020	08/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	(765.74)
00-0680	A2	N/A	667	Occupied		12/27/2019	01/01/2021	12/31/2021	720.00	RENT	660.00	0.00	660.00	450.00	388.38
00-0681	A2	N/A	667	Occupied		02/01/2021	02/01/2021	01/31/2022	720.00	RENT	720.00	0.00	720.00	250.00	360.00
00-0682	A2	N/A	667	Occupied		10/30/2019	10/01/2020	09/30/2021	720.00	RENT	660.00	0.00	660.00	450.00	0.00
00-0683	A2	N/A	667	Occupied		12/30/2013	01/01/2021	12/31/2021	720.00	RENT	715.00	0.00	715.00	199.00	0.00
00-0684	A2	N/A	667	Occupied		04/08/2016	04/01/2020	03/31/2021	720.00	RENT	685.00	0.00	685.00	200.00	949.51
00-0685	A2	N/A	667	Occupied		09/26/2019	10/01/2020	09/30/2021	720.00	RENT	660.00	0.00	660.00	450.00	0.00
00-0686	A2	N/A	667	Occupied		01/29/2021	01/29/2021	01/31/2022	720.00	RENT	720.00	0.00	720.00	100.00	626.44
00-0687	A2	N/A	667	Occupied		01/09/2021	01/09/2021	12/31/2021	720.00	RENT	720.00	0.00	720.00	400.00	(780.98)
00-0688	A2	N/A	667	Occupied		05/22/2020	05/22/2020	04/30/2021	720.00	RENT	720.00	0.00	720.00	100.00	0.00
00-0689	A2	N/A	667	Occupied		06/17/2019	06/01/2020	05/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	0.00
00-0690	A2	N/A	667	Occupied		11/03/2018	11/01/2020	10/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	(8.05)
00-0691	A2	N/A	667	Occupied		04/15/2015	10/01/2020	03/31/2021	720.00	RENT	660.00	0.00	660.00	0.00	(11.61)
		N/A		Pending renewal		04/15/2015	04/01/2021	03/31/2022		RENT	660.00 *	0.00 *	660.00 *	0.00	0.00
00-0692	A2	N/A	667	Occupied		11/29/2019	11/01/2020	04/30/2021	720.00	RENT	660.00	0.00	660.00	100.00	0.00
00-0693	A2	N/A	667	Occupied		01/22/2021	01/22/2021	01/31/2022	720.00	RENT	720.00	0.00	720.00	100.00	(19.82)
00-0694	A2	N/A	667	Occupied		05/14/2018	06/01/2020	05/31/2021	720.00	RENT	695.00	0.00	695.00	100.00	20.39
		N/A		Pending renewal		05/14/2018	06/01/2021	05/31/2022		RENT	720.00 *	0.00 *	720.00 *	0.00	0.00
00-0695	A2	N/A	667	Occupied		10/24/2018	10/24/2018	09/30/2019	720.00	RENT	660.00	0.00	660.00	100.00	(501.70)

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0696	A2	N/A	667	Occupied		09/29/2018	10/01/2020	09/30/2021	720.00	RENT	675.00	0.00	675.00	100.00	0.00
00-0697	A2	N/A	667	Occupied		10/06/2016	10/01/2020	09/30/2021	720.00	RENT	655.00	0.00	655.00	200.00	(719.68)
00-0698	A2	N/A	667	Occupied		03/29/2019	04/01/2020	03/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	0.00
		N/A		Pending renewal		03/29/2019	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(300.00)*	415.00 *	0.00	0.00
										RENT	715.00 *	0.00 *			
00-0699	A2	N/A	667	Occupied		02/01/2014	06/01/2020	05/31/2021	720.00	RENT	685.00	0.00	685.00	100.00	(758.88)
00-0700	B5	N/A	1156	Occupied		02/28/2014	08/01/2020	07/31/2021	907.00	RENT	765.00	0.00	765.00	199.00	0.00
00-0701	B5	N/A	1156	Occupied		08/29/2018	08/29/2018	08/31/2099	907.00	EMPLCRED	0.00	(200.00)	599.00	0.00	0.00
										RENT	799.00	0.00			
00-0702	B5	N/A	1156	Occupied		06/29/2018	07/01/2020	06/30/2021	907.00	RENT	824.00	0.00	824.00	100.00	0.00
00-0703	C4	N/A	1323	Occupied		10/01/2019	09/01/2020	08/31/2021	1,032.00	RENT	914.00	0.00	914.00	300.00	0.00
00-0704	C4	N/A	1323	Occupied		09/01/2020	09/01/2020	08/31/2021	1,032.00	EMPLCRED	0.00	(72.00)	835.00	0.00	0.00
										RENT	907.00	0.00			
00-0705	B5	N/A	1156	Occupied		04/14/2014	10/01/2020	03/31/2021	907.00	RENT	870.00	0.00	870.00	199.00	(34.00)
00-0706	C4	N/A	1323	Occupied		02/27/2018	02/01/2021	01/31/2022	1,032.00	CONC/SPECL	0.00	(469.50)	469.50	100.00	0.00
										RENT	939.00	0.00			
00-0707	B5	N/A	1156	Occupied		05/30/2020	05/30/2020	06/30/2021	907.00	RENT	907.00	0.00	907.00	100.00	685.25
00-0708	B5	N/A	1156	Occupied		07/09/2020	07/09/2020	07/31/2021	907.00	EMPLCRED	0.00	(181.00)	726.00	0.00	0.00
										RENT	907.00	0.00			
00-0709	C4	N/A	1323	Occupied		01/29/2018	01/01/2021	12/31/2021	1,032.00	RENT	964.00	0.00	964.00	100.00	0.00
00-0710	B5	N/A	1156	Occupied-NTV		01/29/2018	01/01/2020	12/31/2020	907.00	RENT	907.00	0.00	907.00	100.00	7,770.08
						04/30/2021									
00-0711	B5	N/A	1156	Occupied		01/30/2020	01/30/2020	01/31/2021	907.00	RENT	907.00	0.00	907.00	100.00	3,117.01
00-0712	B5	N/A	1156	Occupied		11/08/2019	11/01/2020	10/31/2021	907.00	RENT	799.00	0.00	799.00	200.00	(939.00)
00-0713	B5	N/A	1156	Occupied		07/02/2020	07/02/2020	06/30/2021	907.00	RENT	907.00	0.00	907.00	100.00	1,756.57
00-0714	C4	N/A	1323	Occupied		01/30/2003	07/15/2020	06/30/2021	1,032.00	RENT	885.00	0.00	885.00	150.00	0.00
00-0715	C4	N/A	1323	Occupied		01/15/2021	01/15/2021	01/31/2022	1,032.00	RENT	1,032.00	0.00	1,032.00	100.00	196.68
00-0716	B5	N/A	1156	Occupied		09/30/2019	10/01/2020	03/31/2021	907.00	RENT	799.00	0.00	799.00	200.00	(343.00)

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RENT ROLL DETAIL

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
		N/A		Pending renewal		09/30/2019	04/01/2021	09/30/2021		DISCOUNT	0.00 *	(150.00)*	649.00 *	0.00	0.00
00-0717	C4	N/A	1323	Occupied		02/08/2012	11/01/2020	04/30/2021	1,032.00	RENT	799.00 *	0.00 *	914.00	199.00	629.92
00-0718	B5	N/A	1156	Occupied		06/30/2020	06/30/2020	06/30/2021	907.00	RENT	907.00	0.00	907.00	250.00	(933.02)
00-0719	B5	N/A	1156	Occupied		04/01/2019	04/01/2020	03/31/2021	907.00	RENT	824.00	0.00	824.00	200.00	200.00
00-0720	C4	N/A	1323	Occupied		09/13/2019	09/01/2020	08/31/2021	1,032.00	RENT	914.00	0.00	914.00	650.00	(136.04)
00-0721	B5	N/A	1156	Occupied		02/08/2019	02/01/2021	01/31/2022	907.00	RENT	799.00	0.00	799.00	100.00	0.00
00-0722	C4	N/A	1323	Occupied		11/04/2018	11/04/2018	10/31/2019	1,032.00	EMPLCRED	0.00	(914.00)	0.00	0.00	(4,338.64)
00-0723	C4	N/A	1323	Occupied		11/01/2020	11/01/2020	10/31/2021	1,032.00	RENT	914.00	0.00	1,032.00	300.00	(12.00)
00-0724	B5	N/A	1156	Occupied		06/29/2017	07/01/2020	06/30/2021	907.00	RENT	824.00	0.00	824.00	200.00	78.26
00-0725	C4	N/A	1323	Occupied		05/30/2019	06/01/2020	05/31/2021	1,032.00	RENT	939.00	0.00	939.00	300.00	(147.81)
00-0726	C4	N/A	1323	Occupied		07/27/2010	08/01/2020	07/31/2021	1,032.00	RENT	914.00	0.00	914.00	199.00	0.00
00-0727	B2	N/A	938	Occupied-NTV		06/28/2019	08/01/2020	06/30/2021	847.00	RENT	795.00	0.00	795.00	200.00	2,516.21
00-0728	B2	N/A	938	Occupied		05/30/2021	10/28/2019	11/01/2020	847.00	RENT	799.00	0.00	799.00	450.00	2,432.89
00-0729	B2	N/A	938	Occupied		08/06/2020	08/06/2020	07/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	(113.64)
00-0730	B2	N/A	938	Occupied		12/10/2018	12/01/2020	05/31/2021	847.00	RENT	795.00	0.00	795.00	100.00	0.00
00-0731	B2	N/A	938	Occupied		11/30/2019	11/01/2020	10/31/2021	847.00	RENT	799.00	0.00	799.00	100.00	105.78
00-0732	B2	N/A	938	Occupied		06/05/2018	07/13/2020	05/31/2021	847.00	RENT	815.00	0.00	815.00	100.00	23.49
00-0733	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0734	B2	N/A	938	Occupied		01/08/2021	01/08/2021	12/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0735	B2	N/A	938	Occupied		08/01/2016	11/01/2020	10/31/2021	847.00	RENT	835.00	0.00	835.00	400.00	201.25
00-0736	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0737	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0738	B2	N/A	938	Occupied-NTV		08/26/2019	08/01/2020	07/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	7,368.38
						04/30/2021									

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RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0739	B2	N/A	938	Occupied		03/27/2021	03/27/2021	03/31/2022	847.00	RENT	847.00	0.00	847.00	250.00	(423.50)
00-0740	B2	N/A	938	Occupied		08/16/2019	09/01/2020	08/31/2021	847.00	RENT	795.00	0.00	795.00	200.00	0.00
00-0741	B2	N/A	938	Occupied		02/08/2020	02/08/2020	03/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
		N/A		Pending renewal		02/08/2020	04/01/2021	01/31/2022		CONC/SPECL	0.00 *	(300.00)*	547.00 *	0.00	0.00
										RENT	847.00 *	0.00 *			
00-0742	B2	N/A	938	Occupied		09/02/2016	09/01/2020	08/31/2021	847.00	RENT	770.00	0.00	770.00	200.00	0.00
00-0743	B3	N/A	960	Occupied		10/28/2020	10/28/2020	10/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	0.00
00-0744	B3	N/A	960	Occupied		08/03/2019	08/01/2020	07/31/2021	867.00	RENT	799.00	0.00	799.00	200.00	1,206.31
00-0745	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0746	B3	N/A	960	Occupied		10/15/2020	10/15/2020	10/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	0.00
00-0747	B3	N/A	960	Occupied-NTV		03/26/2020	03/26/2020	02/28/2021	867.00	RENT	867.00	0.00	867.00	200.00	(1,089.52)
						04/02/2021									
00-0748	B3	N/A	960	Occupied		04/01/2014	11/01/2020	10/31/2021	867.00	RENT	824.00	0.00	824.00	398.00	0.00
00-0749	B3	N/A	960	Occupied		03/01/2018	03/01/2021	02/28/2022	867.00	DISCOUNT	0.00	(300.00)	550.00	100.00	(141.27)
										RENT	850.00	0.00			
00-0750	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0751	B3	N/A	960	Occupied		09/18/2019	09/01/2020	08/31/2021	867.00	RENT	799.00	0.00	799.00	750.00	533.45
00-0752	B3	N/A	960	Occupied-NTV		10/31/2019	10/31/2019	10/31/2020	867.00	RENT	799.00	0.00	799.00	600.00	5,124.29
						04/30/2021									
00-0753	B3	N/A	960	Vacant-Leased					867.00		0.00 *	0.00 *			
		N/A		Applicant		04/05/2021	04/05/2021	03/31/2022		RENT	867.00 *	0.00 *	867.00 *	100.00	0.00
00-0754	B3	N/A	960	Occupied		12/28/2020	12/28/2020	12/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	780.49
00-0755	B1	N/A	800	Occupied		10/29/2019	11/01/2020	10/31/2021	827.00	RENT	720.00	0.00	720.00	300.00	(233.55)
00-0756	B1	N/A	800	Occupied		01/01/2011	02/01/2021	01/31/2022	827.00	RENT	815.00	0.00	815.00	199.00	0.00
00-0757	B1	N/A	800	Occupied-NTV		05/03/2019	05/01/2020	04/30/2021	827.00	RENT	765.00	0.00	765.00	200.00	0.00
						04/30/2021									
00-0758	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0759	B1	N/A	800	Occupied		10/01/2010	06/01/2020	05/31/2021	827.00	RENT	769.00	0.00	769.00	495.00	0.00
00-0760	B1	N/A	800	Occupied		03/12/2021	03/12/2021	03/31/2022	827.00	RENT	827.00	0.00	827.00	100.00	0.00
00-0761	B1	N/A	800	Occupied		01/12/2019	01/01/2021	12/31/2021	827.00	RENT	795.00	0.00	795.00	100.00	0.00
00-0762	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0763	B1	N/A	800	Occupied		08/16/2019	09/01/2020	08/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	890.55

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0764	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0765	B1	N/A	800	Occupied		08/01/2020	08/01/2020	07/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	831.90
00-0766	B1	N/A	800	Occupied		12/22/2020	12/22/2020	11/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0767	B5	N/A	1156	Occupied		04/30/2020	04/30/2020	04/30/2021	907.00	RENT	907.00	0.00	907.00	100.00	0.00
00-0768	B4	N/A	1016	Occupied-NTV		06/04/2020	06/04/2020	05/31/2021	887.00	RENT	887.00	0.00	887.00	0.00	4,167.40
						04/30/2021									
00-0769	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0770	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0771	B4	N/A	1016	Occupied		11/30/2020	11/30/2020	11/30/2021	887.00	RENT	887.00	0.00	887.00	250.00	(875.00)
00-0772	C2	N/A	1190	Occupied		09/19/1998	12/01/2020	11/30/2021	980.00	RENT	914.00	0.00	914.00	0.00	0.00
00-0773	C2	N/A	1190	Occupied		10/10/2019	10/10/2019	11/30/2020	980.00	RENT	914.00	0.00	914.00	100.00	0.00
00-0774	C2	N/A	1190	Occupied-NTV		07/01/2020	07/01/2020	06/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	9,341.34
						04/30/2021									
00-0775	C2	N/A	1190	Occupied		05/18/2020	05/18/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	2,285.84
00-0776	C2	N/A	1190	Occupied		06/06/2018	07/24/2020	12/31/2020	980.00	RENT	914.00	0.00	914.00	100.00	0.00
00-0777	C2	N/A	1190	Occupied		06/15/2020	06/15/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0778	C2	N/A	1190	Occupied		06/23/2017	06/01/2020	05/31/2021	980.00	RENT	949.00	0.00	949.00	400.00	0.00
00-0779	C2	N/A	1190	Occupied		03/30/2021	03/30/2021	03/31/2022	980.00	RENT	980.00	0.00	980.00	150.00	63.00
00-0780	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0781	B4	N/A	1016	Occupied		09/04/2020	09/04/2020	08/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	2,130.08
00-0782	B4	N/A	1016	Occupied		10/30/2020	10/30/2020	10/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	145.70
00-0783	B4	N/A	1016	Occupied		01/01/2006	03/01/2021	02/28/2022	887.00	CONC/SPECL	0.00	(500.00)	340.00	0.00	(906.85)
										RENT	840.00	0.00			
00-0784	B5	N/A	1156	Occupied		10/31/2019	11/01/2020	04/30/2021	907.00	RENT	799.00	0.00	799.00	200.00	(799.00)
00-0785	C2	N/A	1190	Vacant					980.00		0.00 *	0.00 *			
00-0786	C2	N/A	1190	Occupied-NTV		09/28/2019	09/28/2019	09/30/2020	980.00	RENT	914.00	0.00	914.00	300.00	2,422.87
						04/02/2021									
00-0787	C2	N/A	1190	Occupied		01/12/2021	01/12/2021	12/31/2021	980.00	RENT	980.00	0.00	980.00	300.00	507.42
00-0788	C2	N/A	1190	Occupied		03/30/2020	03/30/2020	03/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	0.00
				Pending renewal		03/30/2020	04/01/2021	03/31/2022		RENT	980.00 *	0.00 *	980.00 *	0.00	0.00
00-0789	C2	N/A	1190	Occupied		09/01/2017	09/01/2020	08/31/2021	980.00	RENT	939.00	0.00	939.00	300.00	(2,849.80)

* Indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Addl.:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-0790	C2	N/A	1190	Occupied		04/04/2014	04/01/2020	03/31/2021	980.00	RENT	895.00	0.00	895.00	199.00	2,378.68
00-0791	C2	N/A	1190	Vacant					980.00		0.00 *	0.00 *			
00-0792	C2	N/A	1190	Occupied		07/21/2001	08/01/2020	07/31/2021	980.00	RENT	905.00	0.00	905.00	500.00	(325.18)
00-0793	B3	N/A	960	Occupied		01/16/2021	01/16/2021	12/31/2021	867.00	RENT	867.00	0.00	867.00	400.00	0.00
00-0794	B3	N/A	960	Occupied		01/27/2021	01/27/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	250.00	(15.86)
00-0795	B3	N/A	960	Occupied		10/06/2020	10/06/2020	09/30/2021	867.00	RENT	867.00	0.00	867.00	250.00	0.00
00-0796	B3	N/A	960	Occupied		02/28/2020	02/28/2020	02/28/2021	867.00	RENT	867.00	0.00	867.00	100.00	1,018.24
00-0797	B3	N/A	960	Occupied		02/05/2021	02/05/2021	01/31/2022	867.00	RENT	867.00	0.00	867.00	400.00	0.00
00-0798	B3	N/A	960	Occupied		05/02/2007	11/01/2020	04/30/2021	867.00	RENT	795.00	0.00	795.00	200.00	0.00
00-0799	B3	N/A	960	Occupied		08/12/2020	08/12/2020	08/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	0.00
00-0800	B3	N/A	960	Occupied		12/08/2018	12/01/2020	11/30/2021	867.00	RENT	795.00	0.00	795.00	0.00	(6.69)
00-0801	B3	N/A	960	Occupied		03/17/2018	04/01/2020	03/31/2021	867.00	RENT	825.00	0.00	825.00	100.00	0.00
		N/A		Pending renewal		03/17/2018	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(300.00)*	555.00 *	0.00	0.00
										RENT	855.00 *	0.00 *			
00-0802	B3	N/A	960	Occupied		06/04/2020	06/04/2020	05/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	1,200.00
00-0803	B3	N/A	960	Occupied		05/09/2015	11/01/2020	04/30/2021	867.00	RENT	795.00	0.00	795.00	0.00	130.05
00-0804	B3	N/A	960	Occupied		09/25/2019	10/01/2020	09/30/2021	867.00	RENT	765.00	0.00	765.00	350.00	0.00
00-0805	C1	N/A	1152	Occupied		04/01/2011	11/01/2019	11/30/2020	980.00	RENT	899.00	0.00	899.00	199.00	(1,038.00)
00-0806	C1	N/A	1152	Occupied-NTV		06/26/2020	06/26/2020	06/30/2021	980.00	RENT	980.00	0.00	980.00	100.00	1,930.42
						04/02/2021									
00-0807	C1	N/A	1152	Occupied		07/25/2016	07/01/2020	06/30/2021	980.00	RENT	899.00	0.00	899.00	550.00	(217.64)
00-0808	C1	N/A	1152	Occupied		06/29/2018	06/01/2020	05/31/2021	980.00	RENT	914.00	0.00	914.00	100.00	(212.04)
00-0809	C1	N/A	1152	Occupied		08/31/2020	08/31/2020	08/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	0.00
00-0810	C1	N/A	1152	Occupied		02/22/2019	02/01/2020	01/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0811	C1	N/A	1152	Vacant					980.00		0.00 *	0.00 *			
00-0812	C1	N/A	1152	Occupied-NTV		10/12/2018	10/01/2020	09/30/2021	980.00	RENT	924.00	0.00	924.00	100.00	5,951.52
						04/30/2021									
00-0813	B5	N/A	1156	Occupied		09/06/2019	09/06/2019	08/31/2020	907.00	RENT	907.00	0.00	907.00	200.00	3,529.41
00-0814	B4	N/A	1016	Occupied		11/07/2019	11/01/2020	01/31/2021	887.00	RENT	887.00	0.00	887.00	0.00	0.00
00-0815	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0816	B4	N/A	1016	Occupied		09/15/2020	09/15/2020	09/30/2021	887.00	RENT	887.00	0.00	887.00	400.00	1,024.29
00-0817	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			

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RENT ROLL DETAIL

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0818	C1	N/A	1152	Vacant					980.00		0.00 *	0.00 *			
00-0819	C1	N/A	1152	Occupied		10/09/2019	10/01/2020	03/31/2021	980.00	RENT	899.00	0.00	899.00	450.00	0.00
		N/A		Pending renewal		10/09/2019	04/01/2021	09/30/2021		RENT	929.00 *	0.00 *	929.00 *	0.00	0.00
00-0820	C1	N/A	1152	Vacant					980.00		0.00 *	0.00 *			
00-0821	C1	N/A	1152	Vacant					980.00		0.00 *	0.00 *			
00-0822	C1	N/A	1152	Occupied		05/31/2018	06/01/2020	05/31/2021	980.00	RENT	909.00	0.00	909.00	200.00	0.00
00-0823	C1	N/A	1152	Occupied		06/08/2018	06/01/2020	05/31/2021	980.00	RENT	914.00	0.00	914.00	100.00	780.01
00-0824	C1	N/A	1152	Occupied		03/26/2020	03/26/2020	03/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	1,806.53
00-0825	C1	N/A	1152	Occupied		11/30/2001	05/01/2020	10/31/2020	980.00	RENT	899.00	0.00	899.00	350.00	682.97
00-0826	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0827	B4	N/A	1016	Occupied		08/21/2018	09/01/2020	08/31/2021	887.00	RENT	824.00	0.00	824.00	500.00	(982.00)
00-0828	B4	N/A	1016	Occupied		06/01/2014	08/01/2020	05/31/2021	887.00	RENT	799.00	0.00	799.00	199.00	287.93
00-0829	B4	N/A	1016	Occupied		07/31/2018	07/01/2020	06/30/2021	887.00	RENT	799.00	0.00	799.00	100.00	(103.60)
00-0830	B5	N/A	1156	Occupied		06/20/2020	06/20/2020	06/30/2021	907.00	RENT	907.00	0.00	907.00	250.00	6,264.92
00-0831	B1	N/A	800	Occupied		11/27/2019	11/01/2020	10/31/2021	827.00	RENT	740.00	0.00	740.00	100.00	0.00
00-0832	B1	N/A	800	Occupied-NTV		05/29/2020	05/29/2020	05/31/2021	827.00	RENT	827.00	0.00	827.00	0.00	1,051.50
						04/02/2021									
00-0833	B1	N/A	800	Occupied		06/15/2020	06/15/2020	05/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	1,428.32
00-0834	B1	N/A	800	Occupied		12/30/2019	01/01/2021	12/31/2021	827.00	RENT	770.00	0.00	770.00	100.00	0.00
00-0835	B1	N/A	800	Occupied		10/31/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	0.00	0.00
00-0836	B1	N/A	800	Occupied		12/16/2019	01/01/2021	11/30/2021	827.00	RENT	740.00	0.00	740.00	100.00	0.00
00-0837	B1	N/A	800	Occupied		03/29/2021	03/29/2021	03/31/2022	827.00	RENT	799.00	0.00	799.00	250.00	(390.00)
00-0838	B1	N/A	800	Vacant-Leased					827.00		0.00 *	0.00 *			
		N/A		Applicant		04/05/2021	04/05/2021	03/31/2022		RENT	827.00 *	0.00 *	827.00 *	250.00	0.00
00-0839	B1	N/A	800	Occupied		03/01/2012	11/01/2020	10/31/2021	827.00	RENT	700.00	0.00	700.00	199.00	0.00
00-0840	B1	N/A	800	Occupied		07/03/2020	07/03/2020	06/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0841	B1	N/A	800	Occupied		02/08/2020	02/08/2020	01/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	4,892.25
00-0842	B1	N/A	800	Occupied		06/23/2019	07/01/2020	06/30/2021	827.00	CONC/SPECL	0.00	(500.00)	240.00	200.00	0.00
										RENT	740.00	0.00			

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0843	B2	N/A	938	Occupied-NTV		05/08/2019	05/01/2020	04/30/2021	847.00	RENT	820.00	0.00	820.00	200.00	667.07
						04/02/2021			847.00		0.00 +	0.00 *			
00-0844	B2	N/A	938	Vacant					847.00		0.00 +	0.00 *			
00-0845	B2	N/A	938	Vacant-Leased					847.00		0.00 +	0.00 *			
		N/A		Applicant		04/03/2021	04/03/2021	04/30/2022		RENT	847.00 +	0.00 +	847.00 +	0.00	(100.00)
00-0846	B2	N/A	938	Occupied		01/31/2018	01/01/2021	12/31/2021	847.00	RENT	860.00	0.00	860.00	100.00	0.00
00-0847	B2	N/A	938	Occupied		07/01/2006	06/01/2020	05/31/2021	847.00	RENT	795.00	0.00	795.00	0.00	0.00
00-0848	B2	N/A	938	Occupied		08/02/2019	09/01/2020	08/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	0.00
00-0849	B2	N/A	938	Vacant					847.00		0.00 +	0.00 *			
00-0850	B2	N/A	938	Occupied		12/19/2020	12/19/2020	11/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	0.00
00-0851	B2	N/A	938	Occupied		08/01/2009	08/01/2020	07/31/2021	847.00	RENT	750.00	0.00	750.00	200.00	25.00
00-0852	B2	N/A	938	Occupied		01/31/2020	01/31/2020	12/31/2020	847.00	RENT	847.00	0.00	847.00	400.00	372.01
00-0853	B2	N/A	938	Occupied		01/12/2021	01/12/2021	12/31/2021	847.00	RENT	847.00	0.00	847.00	400.00	0.00
00-0854	B2	N/A	938	Occupied		05/31/2020	05/31/2020	05/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	851.59
00-0855	B2	N/A	938	Occupied		07/29/2010	12/01/2020	05/31/2021	847.00	RENT	820.00	0.00	820.00	199.00	(9.69)
00-0856	B2	N/A	938	Occupied		06/02/2020	06/02/2020	06/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	(99.89)
00-0857	B2	N/A	938	Occupied-NTV		09/27/2019	10/01/2020	09/30/2021	847.00	RENT	799.00	0.00	799.00	250.00	0.00
						04/30/2021									
00-0858	B2	N/A	938	Occupied		03/12/2020	03/12/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	250.00	186.64
00-0859	C4	N/A	1323	Occupied		03/08/2019	03/01/2021	02/28/2022	1,032.00	CONC/SPECL	0.00	(500.00)	459.00	100.00	(127.80)
										RENT	959.00	0.00			
00-0860	C1	N/A	1152	Occupied		12/06/2019	12/01/2020	11/30/2021	980.00	RENT	899.00	0.00	899.00	600.00	0.00
00-0861	C1	N/A	1152	Occupied		02/13/2018	02/01/2020	01/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00
00-0862	C1	N/A	1152	Occupied		07/13/2019	07/01/2020	06/30/2021	980.00	RENT	899.00	0.00	899.00	220.00	0.00
00-0863	C1	N/A	1152	Occupied		02/13/2018	02/01/2020	01/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	137.48
00-0864	C1	N/A	1152	Occupied		11/01/2010	09/01/2020	08/31/2021	980.00	RENT	899.00	0.00	899.00	299.00	0.00
00-0865	C1	N/A	1152	Occupied		02/22/2018	05/01/2020	04/30/2021	980.00	RENT	939.00	0.00	939.00	100.00	0.00
00-0866	C1	N/A	1152	Occupied		08/30/2019	09/01/2020	08/31/2021	980.00	RENT	899.00	0.00	899.00	300.00	0.00
00-0867	C1	N/A	1152	Occupied		02/08/2019	02/01/2021	01/31/2022	980.00	RENT	954.00	0.00	954.00	100.00	0.00
00-0868	C4	N/A	1323	Vacant					1,032.00		0.00 +	0.00 +			
00-0869	B3	N/A	960	Occupied		06/02/2020	06/02/2020	06/30/2021	867.00	RENT	867.00	0.00	867.00	250.00	168.14

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-0870	B3	N/A	960	Occupied		08/16/2019	02/01/2021	07/31/2021	867.00	DISCOUNT	0.00	(181.50)	617.50	200.00	(475.94)
										RENT	799.00	0.00			
00-0871	B3	N/A	960	Occupied		02/15/2018	02/01/2021	01/31/2022	867.00	DISCOUNT	0.00	(432.50)	432.50	100.00	(50.00)
										RENT	865.00	0.00			
00-0872	B3	N/A	960	Occupied		03/01/2021	03/01/2021	02/28/2022	867.00	RENT	867.00	0.00	867.00	250.00	(0.50)
00-0873	B3	N/A	960	Occupied		04/01/2015	05/01/2020	04/30/2021	867.00	RENT	690.00	0.00	690.00	199.00	0.00
00-0874	B3	N/A	960	Vacant					867.00		0.00 *	0.00 *			
00-0875	B3	N/A	960	Occupied		08/02/2019	08/01/2020	07/31/2021	867.00	RENT	867.00	0.00	867.00	200.00	1,205.10
00-0876	B3	N/A	960	Occupied		12/21/2010	02/01/2021	07/31/2021	867.00	DISCOUNT	0.00	(78.75)	716.25	199.00	(99.91)
										RENT	795.00	0.00			
00-0877	B3	N/A	960	Occupied		09/09/2011	09/01/2020	08/31/2021	867.00	RENT	765.00	0.00	765.00	199.00	0.00
00-0878	B3	N/A	960	Occupied		09/01/2012	10/01/2020	09/30/2021	867.00	RENT	750.00	0.00	750.00	199.00	0.00
00-0879	B3	N/A	960	Occupied		08/01/2020	08/01/2020	07/31/2021	867.00	RENT	867.00	0.00	867.00	250.00	0.00
00-0880	B3	N/A	960	Occupied		07/31/2020	07/31/2020	07/31/2021	867.00	RENT	867.00	0.00	867.00	100.00	982.30
00-0881	B3	N/A	960	Vacant-Leased					867.00		0.00 *	0.00 *			
				Applicant		04/01/2021	04/01/2021	03/31/2022		RENT	866.00 *	0.00 *	866.00 *	100.00	0.00
00-0882	B3	N/A	960	Occupied		08/16/2018	10/01/2020	09/30/2021	867.00	RENT	824.00	0.00	824.00	100.00	0.00
00-0883	B3	N/A	960	Occupied		01/10/2017	01/01/2021	12/31/2021	867.00	RENT	795.00	0.00	795.00	200.00	45.61
00-0884	B3	N/A	960	Occupied		10/30/2019	11/01/2020	01/31/2021	867.00	RENT	799.00	0.00	799.00	250.00	(120.00)
00-0885	B1	N/A	800	Occupied		02/10/2014	07/01/2020	06/30/2021	827.00	RENT	695.00	0.00	695.00	199.00	0.00
00-0886	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0887	B1	N/A	800	Occupied		09/30/2020	09/30/2020	09/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0888	B1	N/A	800	Occupied		03/01/2005	09/01/2020	08/31/2021	827.00	RENT	750.00	0.00	750.00	200.00	(916.26)
00-0889	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0890	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0891	B1	N/A	800	Occupied		11/27/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	250.00	0.00
00-0892	B1	N/A	800	Occupied		03/26/2021	03/26/2021	03/31/2022	827.00	RENT	799.00	0.00	799.00	250.00	0.00
00-0893	B1	N/A	800	Occupied		10/03/2020	10/05/2020	09/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	0.00
00-0894	B1	N/A	800	Occupied		03/30/2021	03/30/2021	03/31/2022	827.00	RENT	827.00	0.00	827.00	100.00	53.00
00-0895	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance		
00-0896	B1	N/A	800	Occupied		12/09/2019	12/09/2019	12/31/2020	827.00	RENT	740.00	0.00	740.00	100.00	(64.96)		
00-0897	B1	N/A	800	Occupied		02/28/2020	03/01/2021	02/28/2022	827.00	CONC/SPECL	0.00	(500.00)	327.00	100.00	0.00		
										RENT	827.00	0.00					
00-0898	B1	N/A	800	Occupied		04/06/2018	04/01/2020	03/31/2021	827.00	RENT	740.00	0.00	740.00	100.00	(41.82)		
00-0899	B1	N/A	800	Occupied-NTV		08/26/2019	05/05/2020	04/30/2021	827.00	RENT	740.00	0.00	740.00	350.00	4,264.29		
						04/01/2021											
00-0900	B1	N/A	800	Vacant					827.00		0.00	*					
00-0901	B1	N/A	800	Vacant					827.00		0.00	*					
00-0902	B1	N/A	800	Occupied		01/13/2021	01/13/2021	12/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	(0.10)		
00-0903	B1	N/A	800	Occupied		11/01/2005	05/01/2020	04/30/2021	827.00	RENT	765.00	0.00	765.00	0.00	0.00		
00-0904	B1	N/A	800	Vacant					827.00		0.00	*					
00-0905	C2	N/A	1190	Occupied		05/28/2020	05/28/2020	05/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00		
00-0906	C2	N/A	1190	Occupied		01/30/2020	03/01/2021	08/31/2021	980.00	RENT	980.00	0.00	980.00	100.00	0.00		
00-0907	C2	N/A	1190	Occupied		01/31/2020	01/31/2020	12/31/2020	980.00	RENT	980.00	0.00	980.00	100.00	317.62		
00-0908	C2	N/A	1190	Occupied		09/21/2015	09/01/2020	08/31/2021	980.00	RENT	830.00	0.00	830.00	0.00	0.00		
00-0909	C2	N/A	1190	Occupied		07/31/2019	02/01/2021	07/31/2021	980.00	CONC/SPECL	0.00	(224.50)	689.50	300.00	(610.48)		
										RENT	914.00	0.00					
00-0910	C2	N/A	1190	Occupied		09/08/1995	01/01/2021	03/31/2021	980.00	RENT	820.00	0.00	820.00	0.00	(577.45)		
				Pending renewal		09/08/1995	04/01/2021	08/31/2021		DISCOUNT	0.00	*	(150.00)*	570.00	*	0.00	0.00
										RENT	720.00	*	0.00	*			
00-0911	C2	N/A	1190	Occupied-NTV		03/20/2020	03/20/2020	02/28/2021	980.00	RENT	980.00	0.00	980.00	100.00	391.89		
						04/01/2021											
00-0912	C2	N/A	1190	Occupied		06/04/2001	11/01/2020	10/31/2021	980.00	RENT	810.00	0.00	810.00	150.00	155.50		
00-0913	C2	N/A	1190	Occupied		09/02/2020	09/02/2020	08/31/2021	980.00	RENT	980.00	0.00	980.00	250.00	1,833.91		
00-0914	C2	N/A	1190	Occupied-NTV		07/06/2016	08/01/2020	01/31/2021	980.00	RENT	980.00	0.00	980.00	300.00	188.67		
						04/01/2021											
00-0915	C2	N/A	1190	Occupied		02/25/2021	02/25/2021	02/28/2022	980.00	RENT	980.00	0.00	980.00	0.00	(174.00)		
00-0916	C2	N/A	1190	Occupied		11/07/2013	09/01/2020	08/31/2021	980.00	RENT	915.00	0.00	915.00	199.00	1,093.97		
00-0917	C3	N/A	1217	Occupied		09/30/2020	09/30/2020	09/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	400.00	192.40		
00-0918	C3	N/A	1217	Occupied		09/13/2019	09/01/2020	08/31/2021	1,000.00	RENT	914.00	0.00	914.00	0.00	112.13		

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0919	C3	N/A	1217	Occupied-NTV		09/08/2018 04/30/2021	01/01/2020	12/31/2020	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	204.90
00-0920	C3	N/A	1217	Occupied		09/26/2020	09/26/2020	09/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	(1,000.00)
00-0921	C3	N/A	1217	Occupied-NTV		03/13/2018 04/02/2021	03/01/2020	02/28/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	1,333.36
00-0922	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0923	C3	N/A	1217	Occupied		08/31/2020	08/31/2020	08/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	4,061.97
00-0924	C3	N/A	1217	Occupied		08/28/2020	08/28/2020	08/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	0.00
00-0925	B2	N/A	938	Occupied		12/11/1998	01/01/2021	12/31/2021	847.00	RENT	740.00	0.00	740.00	0.00	(807.36)
00-0926	B2	N/A	938	Occupied		03/02/2018	03/01/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	100.00	974.82
00-0927	B2	N/A	938	Occupied		04/25/2011	06/01/2020	05/31/2021	847.00	RENT	795.00	0.00	795.00	199.00	0.00
00-0928	B2	N/A	938	Occupied		01/30/2020	02/01/2021	01/31/2022	847.00	DISCOUNT RENT	0.00 847.00	(428.50) 0.00	418.50	100.00	(117.51)
00-0929	B2	N/A	938	Occupied		08/12/2019	08/01/2020	07/31/2021	847.00	RENT	799.00	0.00	799.00	200.00	38.72
00-0930	B2	N/A	938	Occupied		07/30/2020	07/30/2020	07/31/2021	847.00	RENT	847.00	0.00	847.00	100.00	1,612.07
00-0931	B2	N/A	938	Occupied		10/15/2020	10/15/2020	09/30/2021	847.00	RENT	847.00	0.00	847.00	400.00	0.00
00-0932	B2	N/A	938	Occupied		07/13/2020	07/13/2020	06/30/2021	847.00	RENT	790.00	0.00	790.00	0.00	0.00
00-0933	B2	N/A	938	Occupied		04/30/2020	04/30/2020	04/30/2021	847.00	RENT	847.00	0.00	847.00	100.00	(100.00)
		N/A		Pending renewal		04/30/2020	05/01/2021	04/30/2022		RENT	847.00 *	0.00 *	847.00 *	0.00	0.00
00-0934	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-0935	B2	N/A	938	Occupied		03/23/2020	03/23/2020	04/30/2021	847.00	RENT	847.00	0.00	847.00	250.00	5,578.22
00-0936	B2	N/A	938	Occupied-NTV		04/27/2018 04/30/2021	05/01/2020	04/30/2021	847.00	RENT	824.00	0.00	824.00	200.00	0.00
00-0937	C3	N/A	1217	Occupied		05/04/2018	05/07/2020	04/30/2021	1,000.00	RENT	914.00	0.00	914.00	200.00	(100.00)
00-0938	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0939	C3	N/A	1217	Occupied		10/30/2020	10/30/2020	10/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	400.00	0.00
00-0940	C3	N/A	1217	Vacant-Leased					1,000.00		0.00 *	0.00 *			
		N/A		Applicant		04/07/2021	04/07/2021	03/31/2022		RENT	1,000.00 *	0.00 *	1,000.00 *	100.00	0.00
00-0941	C3	N/A	1217	Occupied		04/08/2018	04/08/2018	10/31/2099	1,000.00	EMPLCRED	0.00	(182.80)	731.20	0.00	0.00
										RENT	914.00	0.00			

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0942	C3	N/A	1217	Occupied		03/03/2020	03/03/2020	03/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	100.00	0.00
00-0943	C3	N/A	1217	Occupied		12/19/2020	12/19/2020	12/31/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	250.00	(1,142.37)
00-0944	C3	N/A	1217	Vacant-Leased					1,000.00		0.00 *	0.00 *			
		N/A		Applicant		04/09/2021	04/09/2021	04/30/2022		RENT	1,000.00 *	0.00 *	1,000.00 *	100.00	0.00
00-0945	B1	N/A	800	Occupied		05/25/2019	05/01/2020	04/30/2021	827.00	RENT	765.00	0.00	765.00	200.00	44.00
00-0946	B1	N/A	800	Occupied		03/30/2018	04/01/2020	03/31/2021	827.00	RENT	785.00	0.00	785.00	100.00	0.00
		N/A		Pending renewal		03/30/2018	04/01/2021	03/31/2022		RENT	785.00 *	0.00 *	785.00 *	0.00	0.00
00-0947	B1	N/A	800	Occupied		06/19/2019	06/01/2020	05/31/2021	827.00	RENT	765.00	0.00	765.00	200.00	0.00
00-0948	B1	N/A	800	Occupied		01/31/2020	01/31/2020	01/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	1,654.00
00-0949	B1	N/A	800	Occupied		01/13/2019	01/01/2021	12/31/2021	827.00	RENT	795.00	0.00	795.00	100.00	0.00
00-0950	B1	N/A	800	Occupied		01/09/2021	01/09/2021	12/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0951	B1	N/A	800	Occupied		02/17/2020	03/01/2021	02/28/2022	827.00	CONC/SPECL	0.00	(500.00)	327.00	250.00	(78.00)
										RENT	827.00	0.00			
00-0952	B1	N/A	800	Occupied		04/01/2014	05/01/2020	04/30/2021	827.00	RENT	755.00	0.00	755.00	299.00	0.00
00-0953	B1	N/A	800	Occupied		11/29/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	450.00	0.00
00-0954	B1	N/A	800	Occupied-NTV		02/28/2020	02/28/2020	02/28/2021	827.00	RENT	827.00	0.00	827.00	100.00	166.42
						04/01/2021									
00-0955	B1	N/A	800	Occupied		11/22/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	600.00	(918.31)
00-0956	B1	N/A	800	Occupied		12/01/2013	12/01/2020	11/30/2021	827.00	RENT	765.00	0.00	765.00	199.00	0.00
00-0957	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0958	B4	N/A	1016	Occupied		10/05/2016	11/01/2020	10/31/2021	887.00	RENT	799.00	0.00	799.00	200.00	976.26
00-0959	B4	N/A	1016	Occupied		02/11/2021	02/11/2021	01/31/2022	887.00	RENT	887.00	0.00	887.00	100.00	(52.00)
00-0960	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0961	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0962	B4	N/A	1016	Occupied		08/20/2020	08/20/2020	07/31/2021	887.00	RENT	887.00	0.00	887.00	400.00	463.50
00-0963	B4	N/A	1016	Vacant					887.00		0.00 *	0.00 *			
00-0964	B4	N/A	1016	Occupied		11/09/2020	11/09/2020	10/31/2021	887.00	RENT	887.00	0.00	887.00	100.00	0.00
00-0965	C4	N/A	1323	Vacant					1,032.00		0.00 *	0.00 *			
00-0966	C3	N/A	1217	Occupied		02/27/2020	02/01/2021	01/31/2022	1,000.00	CONC/SPECL	0.00	(500.00)	500.00	250.00	(1,000.00)
										RENT	1,000.00	0.00			

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details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
00-0967	C3	N/A	1217	Occupied		09/17/1999	10/01/2020	09/30/2021	1,000.00	RENT	914.00	0.00	914.00	150.00	(1,026.30)
00-0968	C3	N/A	1217	Occupied		03/30/2021	03/30/2021	03/31/2022	1,000.00	RENT	1,000.00	0.00	1,000.00	250.00	0.00
00-0969	C3	N/A	1217	Occupied		05/31/2018	05/01/2020	04/30/2021	1,000.00	RENT	914.00	0.00	914.00	100.00	304.46
00-0970	B1	N/A	800	Occupied		11/01/2010	03/01/2021	08/31/2021	827.00	RENT	740.00	0.00	740.00	199.00	848.50
00-0971	B1	N/A	800	Occupied		06/01/1995	06/01/2020	05/31/2021	827.00	RENT	720.00	0.00	720.00	0.00	(822.29)
00-0972	B1	N/A	800	Occupied		12/28/2018	01/01/2021	12/31/2021	827.00	RENT	790.00	0.00	790.00	100.00	0.00
00-0973	B1	N/A	800	Occupied		06/01/2015	02/01/2021	04/30/2021	827.00	RENT	675.00	0.00	675.00	0.00	(505.95)
00-0974	B1	N/A	800	Occupied		02/28/2020	02/28/2020	02/28/2021	827.00	RENT	827.00	0.00	827.00	250.00	788.48
00-0975	B1	N/A	800	Occupied-NTV		03/31/2020	03/31/2020	03/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	135.54
00-0976	B1	N/A	800	Occupied		08/01/2013	03/01/2021	08/31/2021	827.00	CONC/SPECL	0.00	(250.00)	505.00	398.00	(801.38)
										RENT	755.00	0.00			
00-0977	B1	N/A	800	Occupied		08/11/2020	08/11/2020	07/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0978	B1	N/A	800	Occupied		05/01/2006	11/01/2020	10/31/2021	827.00	RENT	717.00	0.00	717.00	200.00	51.51
00-0979	B1	N/A	800	Occupied		11/01/2006	12/01/2020	11/30/2021	827.00	RENT	710.00	0.00	710.00	100.00	0.00
00-0980	B1	N/A	800	Occupied		10/30/2020	10/30/2020	10/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	2,064.42
00-0981	B1	N/A	800	Occupied		11/27/2019	12/01/2020	11/30/2021	827.00	RENT	740.00	0.00	740.00	450.00	283.74
00-0982	C3	N/A	1217	Occupied		09/12/2020	09/12/2020	09/30/2021	1,000.00	RENT	1,000.00	0.00	1,000.00	250.00	0.00
00-0983	C3	N/A	1217	Occupied		10/15/2019	10/01/2020	03/31/2021	1,000.00	RENT	914.00	0.00	914.00	100.00	0.00
				Pending renewal		10/15/2019	04/01/2021	09/30/2021		RENT	914.00 *	0.00 *	914.00 *	0.00	0.00
00-0984	C3	N/A	1217	Occupied		05/25/2019	06/01/2020	05/31/2021	1,000.00	RENT	914.00	0.00	914.00	300.00	199.37
00-0985	C3	N/A	1217	Vacant					1,000.00		0.00 *	0.00 *			
00-0986	B1	N/A	800	Occupied		10/30/2019	11/01/2020	09/30/2021	827.00	RENT	740.00	0.00	740.00	250.00	1,417.02
00-0987	B1	N/A	800	Occupied		03/27/2021	03/27/2021	03/31/2022	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-0988	B1	N/A	800	Occupied		07/30/2020	07/30/2020	07/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	(1,654.00)
00-0989	B1	N/A	800	Occupied		09/27/2019	10/01/2020	09/30/2021	827.00	RENT	740.00	0.00	740.00	250.00	0.00
00-0990	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0991	B1	N/A	800	Occupied		07/29/2017	07/01/2020	06/30/2021	827.00	RENT	750.00	0.00	750.00	200.00	(110.51)

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00-0992	B1	N/A	800	Occupied		01/29/2021	01/29/2021	01/31/2022	827.00	RENT	827.00	0.00	827.00	250.00	283.87
00-0993	B1	N/A	800	Occupied		02/12/1999	09/01/2020	08/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-0994	B1	N/A	800	Occupied-NTV		04/03/2020	04/03/2020	04/30/2021	827.00	RENT	827.00	0.00	827.00	250.00	93.46
00-0995	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-0996	B1	N/A	800	Occupied		09/29/2020	09/29/2020	08/31/2021	827.00	RENT	827.00	0.00	827.00	400.00	0.00
00-0997	B1	N/A	800	Occupied		04/28/2015	10/01/2020	09/30/2021	827.00	RENT	705.00	0.00	705.00	299.00	0.00
00-0998	B2	N/A	938	Occupied		06/20/2019	06/01/2020	05/31/2021	847.00	RENT	824.00	0.00	824.00	200.00	0.00
00-0999	B2	N/A	938	Vacant					847.00		0.00 *	0.00 *			
00-1000	B2	N/A	938	Occupied		06/29/2018	06/01/2020	05/31/2021	847.00	RENT	844.00	0.00	844.00	100.00	(5.13)
00-1001	B2	N/A	938	Occupied-NTV		01/06/2020	01/06/2020	01/31/2021	847.00	RENT	847.00	0.00	847.00	250.00	6,500.90
00-1002	B2	N/A	938	Occupied		10/25/2019	10/01/2020	03/31/2021	847.00	RENT	799.00	0.00	799.00	250.00	0.00
		N/A		Pending renewa		10/25/2019	04/01/2021	03/31/2022		DISCOUNT	0.00 *	(150.00)*	649.00 *	0.00	0.00
										RENT	799.00 *	0.00 *			
00-1003	B2	N/A	938	Occupied-NTV		02/28/2020	02/28/2020	02/28/2021	847.00	RENT	847.00	0.00	847.00	250.00	(594.14)
00-1004	B2	N/A	938	Occupied		06/05/2018	06/01/2020	05/31/2021	847.00	RENT	840.00	0.00	840.00	100.00	0.00
00-1005	B2	N/A	938	Occupied		03/05/2019	03/01/2021	02/28/2022	847.00	CONC/SPECL	0.00	(500.00)	347.00	200.00	(1,767.00)
										RENT	847.00	0.00			
00-1006	B1	N/A	800	Occupied		12/01/2008	11/01/2020	10/31/2021	827.00	RENT	717.00	0.00	717.00	200.00	0.00
00-1007	B1	N/A	800	Occupied		02/08/2021	02/08/2021	01/31/2022	827.00	RENT	799.00	0.00	799.00	250.00	598.50
00-1008	B1	N/A	800	Occupied		04/01/2007	11/01/2020	10/31/2021	827.00	RENT	717.00	0.00	717.00	200.00	0.00
00-1009	B1	N/A	800	Vacant					827.00		0.00 *	0.00 *			
00-1010	B1	N/A	800	Occupied		01/13/2021	01/13/2021	12/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	0.00
00-1011	B1	N/A	800	Occupied		08/29/2020	08/29/2020	08/31/2021	827.00	RENT	827.00	0.00	827.00	250.00	947.78
00-1012	B1	N/A	800	Occupied		03/01/2019	03/01/2021	02/28/2022	827.00	DISCOUNT	0.00	(350.00)	445.00	100.00	0.00
										RENT	795.00	0.00			
00-1013	B1	N/A	800	Occupied		07/31/2019	07/02/2020	07/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-1014	B5	N/A	1156	Occupied		07/30/2020	07/30/2020	07/31/2021	907.00	RENT	907.00	0.00	907.00	250.00	0.00
00-1015	B4	N/A	1016	Occupied		10/31/2019	11/01/2020	04/30/2021	887.00	RENT	799.00	0.00	799.00	250.00	(169.22)

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Add.;

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
00-1016	B4	N/A	1016	Occupied		12/29/2018	12/01/2020	05/31/2021	887.00	RENT	829.00	0.00	829.00	100.00	181.15
00-1017	B4	N/A	1016	Occupied		01/24/2019	01/01/2021	12/31/2021	887.00	RENT	824.00	0.00	824.00	100.00	(855.81)
00-1018	B4	N/A	1016	Occupied-NTV		02/22/2020	02/22/2020	01/31/2021	887.00	RENT	887.00	0.00	887.00	250.00	8,677.13
00-1019	B5	N/A	1156	Occupied-NTV		08/07/2020	08/07/2020	07/31/2021	907.00	RENT	907.00	0.00	907.00	250.00	3,171.59
00-1020	B1	N/A	800	Occupied-NTV		08/20/2018	08/01/2020	07/31/2021	827.00	RENT	790.00	0.00	790.00	100.00	3,001.85
00-1021	B1	N/A	800	Occupied		11/11/2020	11/11/2020	11/30/2021	827.00	RENT	827.00	0.00	827.00	100.00	542.11
00-1022	B1	N/A	800	Occupied		10/03/2019	10/01/2020	09/30/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-1023	B1	N/A	800	Occupied		09/01/2017	03/05/2021	03/31/2022	827.00	RENT	805.00	0.00	805.00	200.00	934.42
00-1024	B1	N/A	800	Occupied		08/11/2018	08/01/2020	07/31/2021	827.00	RENT	765.00	0.00	765.00	100.00	(480.33)
00-1025	B1	N/A	800	Occupied		10/28/2019	11/09/2020	11/30/2021	827.00	RENT	770.00	0.00	770.00	450.00	0.00
00-1026	B1	N/A	800	Occupied		05/11/2020	05/11/2020	05/31/2021	827.00	RENT	827.00	0.00	827.00	100.00	0.00
00-1027	B1	N/A	800	Occupied		08/31/2019	09/01/2020	08/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	126.55
00-1028	B1	N/A	800	Occupied		03/31/2020	03/31/2020	03/31/2021	827.00	RENT	827.00	0.00	827.00	400.00	1,512.38
00-1029	B1	N/A	800	Occupied		05/01/2019	05/05/2020	05/31/2021	827.00	RENT	740.00	0.00	740.00	200.00	0.00
00-1030	B1	N/A	800	Occupied		07/08/2016	01/01/2021	12/31/2021	827.00	RENT	799.00	0.00	799.00	350.00	106.71
00-1031	B1	N/A	800	Occupied		10/01/2019	10/01/2020	03/31/2021	827.00	RENT	740.00	0.00	740.00	250.00	0.00
00-1032	B1	N/A	800	Occupied		02/06/2019	08/01/2020	07/31/2021	827.00	RENT	755.00	0.00	755.00	100.00	(563.00)
00-1033	B1	N/A	800	Occupied		07/31/2018	08/01/2020	07/31/2021	827.00	RENT	765.00	0.00	765.00	100.00	1,100.95
00-1034	B1	N/A	800	Occupied		07/30/2018	11/01/2020	10/31/2021	827.00	RENT	740.00	0.00	740.00	100.00	0.00
00-1035	B1	N/A	800	Vacant-Leased					827.00		0.00 *	0.00 *			
		N/A		Applicant		04/15/2021	04/15/2021	03/31/2022		RENT	827.00 *	0.00 *	827.00 *	100.00	0.00
00-1036	B1	N/A	800	Occupied		10/29/2018	10/01/2020	09/30/2021	827.00	RENT	765.00	0.00	765.00	0.00	885.14
00-1037	B1	N/A	800	Occupied		08/31/2018	03/01/2021	02/28/2022	827.00	RENT	795.00	0.00	795.00	100.00	0.00
00-1038	B1	N/A	800	Occupied		07/05/2005	08/01/2020	07/31/2021	827.00	RENT	715.00	0.00	715.00	0.00	0.00
00-1039	B1	N/A	800	Occupied		06/18/2019	06/01/2020	05/31/2021	827.00	RENT	765.00	0.00	765.00	200.00	(869.36)
		N/A		Pending renewal		06/18/2019	06/01/2021	05/31/2022		RENT	795.00 *	0.00 *	795.00 *	0.00	0.00
totals:									804,047.00		692,869.00	(18,061.80)	674,807.20	167,321.15	

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Addl.;

Amt / SQFT: Market = 864,839 SQFT; Leased = 779,020 SQFT;

Floorplan	# Units	Average SQFT	Average Market + Addl.	Market + Addl. Amt / SQFT	Average Leased	Leased Amt / SQFT	Units Occupied	Occupancy %	Units Available
A2	72	667	720.00	1.08	692.16	1.04	70	97.22	3
C2	76	1,190	980.00	0.82	946.99	0.80	74	97.37	8
B5	21	1,156	907.00	0.78	860.90	0.74	21	100.00	2
B2	139	938	847.00	0.90	818.72	0.87	122	87.77	29
C3	44	1,217	1,000.00	0.82	962.58	0.79	36	81.82	8
B3	92	960	867.00	0.90	830.22	0.86	82	89.13	9
B1	221	800	827.00	1.03	780.19	0.98	200	90.50	36
A3	20	704	740.00	1.05	695.47	0.99	19	95.00	1
C1	72	1,152	980.00	0.85	939.28	0.82	65	90.28	9
A4	28	739	763.00	1.03	707.56	0.96	27	96.43	1
A1	64	598	700.00	1.17	670.43	1.12	63	98.44	1
B4	76	1,016	887.00	0.87	843.64	0.83	59	77.63	22
C4	15	1,323	1,032.00	0.78	940.54	0.71	13	86.67	2
totals / averages:	940	920	855.37	0.93	814.18	0.89	851	90.53	131

occupancy and rents summary for current date

unit status	Market + Addl.	# units	potential rent
Occupied NTV Leased	1,463.00	2	1,428.00
Vacant Leased	14,826.00	17	14,826.00
Occupied, no NTV	673,205.00	790	641,371.00
Occupied, NTV	51,337.00	59	50,070.00
Admin/Down		0	-
Vacant Not Leased	63,216.00	72	63,216.00
totals:	804,047.00	940	770,911.00

summary billing by transaction code for current date

code	amount
CONC/SPECL	(10,490.50)
REFERRAL	(500.00)
RENT	692,869.00
EMPLCRED	(2,463.80)

RENT ROLL DETAIL

As of 03/31/2021

Parameters: Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Addl.;

summary billing by transaction code for current date	
code	amount
DISCOUNT	(4,607.50)
total:	674,807.20

Tarantino Properties, Inc-The Heights at Post Oak
RESIDENT DEPOSIT AUDIT
As of 03/31/2021

Parameters: Status - All; Order by - Unit; Subproperty: ALL

Unit	Name	Status	Move In Date	Move Out Date	Total Dep. Required	Unit Deposit	Pet Deposit	Other Deposits	Deposits On Hand	Outstanding Deposit
00-0100		Current resident	11/30/2020		250.00	250.00	0.00	0.00	250.00	0.00
00-0101		Current resident	12/29/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0102		Current resident	06/01/2016		0.00	0.00	0.00	0.00	0.00	0.00
00-0103		Current resident	01/21/2003		250.00	250.00	0.00	0.00	250.00	0.00
00-0104		Applicant			0.00	0.00	0.00	0.00	0.00	0.00
00-0105		Current resident	05/29/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0106		Current resident	06/10/2020		100.00	100.00	0.00	0.00	100.00	0.00
00-0107		Current resident	01/17/2020		250.00	250.00	0.00	0.00	250.00	0.00
00-0108		Current resident	06/30/2020		250.00	250.00	0.00	0.00	250.00	0.00
00-0109		NTV	01/15/2020		450.00	450.00	0.00	0.00	450.00	0.00
00-0110		Former applicant			100.00	100.00	0.00	0.00	100.00	0.00
00-0110		Current resident	02/26/2021		300.00	300.00	0.00	0.00	300.00	0.00
00-0111		Current resident	01/30/2021		100.00	100.00	0.00	0.00	100.00	0.00
00-0112		Current resident	08/01/2011		199.00	199.00	0.00	0.00	199.00	0.00
00-0113		Current resident	05/31/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0114		Current resident	09/11/2019		300.00	300.00	0.00	0.00	300.00	0.00
00-0115		Current resident	05/30/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0116		Current resident	12/22/2020		250.00	250.00	0.00	0.00	250.00	0.00
00-0117		NTV	03/27/2020		100.00	100.00	0.00	0.00	100.00	0.00
00-0118		Current resident	01/28/2021		400.00	400.00	0.00	0.00	400.00	0.00
00-0119		Current resident	08/27/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0120		Current resident	09/30/2019		650.00	650.00	0.00	0.00	650.00	0.00
00-0121		Current resident	06/21/2019		300.00	300.00	0.00	0.00	300.00	0.00
00-0122		Current resident	04/20/2017		250.00	250.00	0.00	0.00	250.00	0.00
00-0123		Current resident	03/05/2021		300.00	300.00	0.00	0.00	300.00	0.00
00-0124		Current resident	11/01/2019		250.00	250.00	0.00	0.00	250.00	0.00
00-0125		Current resident	01/01/1996		0.00	0.00	0.00	0.00	0.00	0.00
00-0126		Current resident	01/25/2021		100.00	100.00	0.00	0.00	100.00	0.00
00-0127		Current resident	01/22/2021		400.00	400.00	0.00	0.00	400.00	0.00
00-0128		Applicant			100.00	0.00	0.00	0.00	0.00	100.00
00-0129		Current resident	08/02/2019		200.00	200.00	0.00	0.00	200.00	0.00
00-0130		Current resident	07/30/2019		200.00	200.00	0.00	0.00	200.00	0.00
00-0131		Current resident	01/22/2021		100.00	100.00	0.00	0.00	100.00	0.00
00-0132		Current resident	09/01/2016		225.00	225.00	0.00	0.00	225.00	0.00
00-0133		Current resident	10/20/2017		100.00	100.00	0.00	0.00	100.00	0.00
00-0135		Current resident	04/05/2001		0.00	0.00	0.00	0.00	0.00	0.00
00-0136		Current resident	10/06/2017		100.00	100.00	0.00	0.00	100.00	0.00
00-0137		NTV	05/01/2019		200.00	200.00	0.00	0.00	200.00	0.00
00-0138		Current resident	09/21/2005		0.00	0.00	0.00	0.00	0.00	0.00
00-0139		Current resident	07/30/2019		200.00	200.00	0.00	0.00	200.00	0.00
00-0140		Current resident	03/01/2021		100.00	100.00	0.00	0.00	100.00	0.00
00-0141		Current resident	05/29/2018		100.00	100.00	0.00	0.00	100.00	0.00
00-0142		Current resident	12/04/2017		100.00	100.00	0.00	0.00	100.00	0.00
00-0143		Current resident	03/01/2011		199.00	199.00	0.00	0.00	199.00	0.00
00-0144		Current resident	11/25/2019		100.00	100.00	0.00	0.00	100.00	0.00
00-0145		Current resident	02/28/2020		300.00	300.00	0.00	0.00	300.00	0.00
00-0146		Current resident	11/07/2020		250.00	250.00	0.00	0.00	250.00	0.00
00-0147		Current resident	12/30/2019		250.00	250.00	0.00	0.00	250.00	0.00

† Indicates Units that are not on the same subproperty.

c.

MMR Sponsors One Year Escrow Qualifications



REALTY ADVISORS

Real Estate | Renewable Energy Investment Banking Since 1966

SPONSORS ONE YEAR ESCROW QUALIFICATIONS

“The core of a great project is a great management team”

Together the Family Office wants to be with their owners, to help and support the owners through maintaining a stabilized business. The Family Office needs to know that their owners supply chains understand the project, in as much as the Family Office is committed to its long term investment cycle over the next several decades.

The Family Office will fund 100% of the acquisition cost, at a low yield, sharing in the profits of the company, while leaving Sponsor’s management and Sponsor with 100% of the equity in their company.

In return, the Family Office needs to see that Sponsor’s management is able to show that the project is shovel ready, profitable and the Sponsors are able to manage the acquisition. The Family Office’s “ask” is that the Sponsor creates a Good Faith Account (G.F.A.) escrow, that is capitalized with 25% of the acquisition cost into a SPE (special purpose entity) held at a FDIC insured institution. The requirements of the Good Faith Account are easy, maintain it for a 13-month term:

- The Good Faith Account’s funds are not at any risk, at any point. The G.F.A. can be withdrawn by the Sponsor on its single signature, if there is a non-performance of any of the contractual obligations of the Funded investment by the Family Office.
- The Sponsor establishes a (SPE) “special purpose entity”. The location of the entity is dependent upon the location of the Good Faith Account i.e. domiciled in the same state. One principal of the Family Office must be a non-equity officer of the SPE and not required to be a signatory on the G.F.A., only to ensure that the Sponsor has the ability to sustain the first year of operations.
- The funds are placed into a separate business bank account in the name of the SPE just for this transaction. The account is and remains fully under the control of the company, entity and/or individual who has placed funds into the SPE. Terms for establishing the SPE, are solely up to the Sponsorship.
- The owner of the funds is the ONLY required signatory of the account, unless the Sponsor has stipulations within its capital structure for the acquisition.
- The funds in the account must be visible to the Officers of the Family Office for its Board meetings.
- Additional requirements may be necessary, if the Sponsor is not able to manifest these requirements for this investment and depending on the location of the Good Faith Account.
- All Family Office investments agreements allowed for an initial deferment of 13-37 months before monetizing the investment. Funds in the G.F.A. are required to be held in the account until the company starts repatriation of interest and profits participation per the Sponsors outlined plan and as stipulated in the investment strategy. Once interest payments begin, your Good Faith Account may be closed with no further Family Office requirements. To the Sponsors benefit this G.F.A. could be used to invest in the subject company, reducing our investment, if Sponsorship foresees a better return on their capital to produce more income for their strategies and reducing our principal invested and income to be earned over the next decades.

“Family Office’s Commitment”

The Family Office has **NO** ability to use, withdraw, hypothecate, lien or in any way have access the Sponsor’s G.F.A. account. The funds remain the property of the Sponsor / Owner that placed the funds into the account.

Please feel free to consult with legal counsel about any aspect of this account before proceeding. Our Family Office Counsel will engage, reply and discuss with you about moving forward with funding for your venture.

Investment Banking Since 1966.

February 13,2021 — Subject to change without notice.

c.

Draft PSA between Owner and Foundation

PURCHASE AND SALE AGREEMENT

The Heights at Post Oak Apartments – 1200 Dunlap Street, Houston, Harris County, Texas 77035

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into by and between Purchaser and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1
BASIC INFORMATION

- | | | |
|-------|-------------------------------|--|
| 1.1.1 | <u>Seller:</u> | BPC PINES WB LLC,
a Delaware limited liability company |
| 1.1.2 | <u>Purchaser:</u> | 33-53 WILLIAMS FOUNDATION,
a Texas chartered 501(c)(3) organization |
| 1.1.3 | <u>Purchase Price:</u> | \$57,250,000.00 |
| 1.1.4 | <u>Earnest Money:</u> | \$600,000.00, including interest thereon, to be deposited
in accordance with <u>Section 3.1</u> below. |
| 1.1.5 | <u>Title Company:</u> | Lincoln Land Services
420 Lexington Avenue, Suite 2301
New York, New York 10170
Attention: John Tonelli
Telephone: 212-759-3636
E-mail: jtonelli@lincolnlandservices.com

Provided, however, that Title Company may engage
another title company to issue the Title Policy and the
Title Commitment, including, without limitation,
Republic Title of Texas, Inc. or Fidelity National Title
Insurance Company. |
| 1.1.6 | <u>Escrow Agent:</u> | Same as Title Company |
| 1.1.7 | <u>Effective Date:</u> | The date on which this Agreement is executed by the
later to sign of Purchaser or Seller, as indicated on the
signature page of this Agreement. If the execution date
is left blank by either Purchaser or Seller, the Effective
Date shall be the execution date inserted by the other
party. |

- 1.1.8 **Property Information Delivery Date:** The date which is five (5) business days after the Effective Date.
- 1.1.9 **Title and Survey Review Period:** The period ending five (5) business days after Purchaser's receipt of the initial Title Commitment and Existing Survey.
- 1.1.10 **Closing Date:** On or before the date which is forty-five (45) days after the Effective Date.
- 1.1.11 **Purchaser's Broker:** MMR Realty Advisors
3701 Maywood Court
Carrollton, Texas 75007
Attention: Vic Russell
Telephone: (972) 394-3324
E-mail: vicrussell@mmr-realtyadvisors.com
- 1.1.12 **Seller's Broker:** Institutional Property Advisors
Three Riverway, Suite 800
Houston, TX 77056
Attention: Jennifer Campbell
Telephone: 713-452-4314
E-mail: jcampbell@ipausa.com

Section 1.2 **Closing Costs.** Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered pursuant to <u>Section 5.1.</u>	Seller
Basic premium for the Title Policy required to be delivered pursuant to <u>Section 5.3.</u>	Seller
Premium for any upgrade of Title Policy for any additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Costs of Updated Survey and/or any revisions, modifications or recertifications of the Existing Survey	Purchaser
Recording fees	Purchaser
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting Closing	Purchaser
Real estate sales commission to Seller's Broker and Purchaser's Broker	Pursuant to <u>Section 8.6</u>
All deed taxes, documentary stamp taxes, mortgage taxes or similar taxes, fees or assessments	Purchaser
All other customary closing costs, expenses, charges and fees	According to the custom for commercial real estate transactions in Harris County, Texas

Section 1.3 **Notice Addresses:**

Purchaser:

33-53 WILLIAMS FOUNDATION

Attn: Victor F. Russell

Telephone: _____

E-mail: _____

Copy to:

Attn: _____

Telephone: _____

E-mail: _____

Seller:

BPC PINES WB LLC

180 Varick Street, Suite 1100

New York, New York 10014

Attn: Elliott Aronson

Telephone: (212) 218-5083

E-mail: earonson@iliadrealty.com

Copy to:

Libby Sparks Willis Starnes PLLC

5950 Berkshire Lane, Suite 200

Dallas, Texas 75225

Attention: Eric C. Willis, Esq.

Telephone: (214) 390-2300

E-mail: ewillis@libbysparks.com

ARTICLE 2
PROPERTY

Section 2.1 **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the "**Property**"):

2.1.1 **Real Property.** The land described in **Exhibit A** attached hereto and commonly known as The Heights at Post Oak Apartments, located at 12500 Dunlap Street, Houston, Harris County, Texas 77035 (the "**Land**"), together with (a) all improvements located thereon ("**Improvements**"), (b) without warranty, all right, title and interest of Seller, if any, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto (collectively, the "**Real Property**").

2.1.2 **Leases.** All of Seller's right, title and interest, without warranty, in all leases of the Real Property (other than License Agreements), including leases which may be made by Seller after the Effective Date and prior to Closing as permitted by this Agreement (the "**Leases**").

2.1.3 **Tangible Personal Property.** All of Seller's right, title and interest, without warranty, in the equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used in connection with the operation, ownership or management of the Real Property, but specifically excluding any items of personal property owned or leased by Seller's property manager or tenants at or on the Real Property and further excluding any items of personal property owned by third parties and leased to Seller (collectively, the "**Tangible Personal Property**").

2.1.4 **Intangible Personal Property.** All of Seller's right, title and interest, if any, without warranty, in all intangible personal property related to the Real Property and the Improvements, including, without limitation: all trade names and trademarks associated with the Real Property and the Improvements, including Seller's rights and interests, if any, in the name of the Real Property; the plans and specifications and other architectural and engineering drawings for the Improvements, if any (to the extent owned by Seller and assignable without cost to Seller); the following contract rights related to the operation, ownership or management of the Real Property: maintenance, service, supply and equipment rental contracts, if any, but not including Leases or License Agreements (collectively, the "**Service Contracts**") (but only to the extent assignable without cost to Seller and Seller's obligations thereunder are expressly assumed by Purchaser pursuant to this Agreement); warranties (to the extent owned by Seller and assignable without cost to Seller); governmental permits, approvals and licenses, if any (to the extent owned by Seller and assignable without cost to Seller); and telephone exchange numbers (to the extent owned by Seller and assignable without cost to Seller) (all of the items described in this **Section 2.1.4** collectively referred to as the

“**Intangible Personal Property**”). Tangible Personal Property and Intangible Personal Property shall not include (a) any appraisals or other economic evaluations of, or projections with respect to, all or any portion of the Property, including, without limitation, budgets prepared by or on behalf of Seller or any affiliate of Seller, or (b) any documents, materials or information which are subject to attorney/client, work product or similar privilege, which constitute attorney communications with respect to the Property and/or Seller, or which are subject to a confidentiality agreement.

ARTICLE 3 **EARNEST MONEY**

Section 3.1 **Deposit and Investment of Earnest Money.** Within five (5) business days after Purchaser’s execution of this Agreement, Purchaser shall deposit the Earnest Money with Escrow Agent. Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Seller and Purchaser, shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Such account shall have no penalty for early withdrawal, and Purchaser accepts all risks with regard to such account. All interest accruing on the Earnest Money shall accrue for the benefit of the party entitled to retain the Earnest Money. If Purchaser fails to deposit any amount of Earnest Money with Escrow Agent as required by this Agreement, then (a) Purchaser shall still be liable to Seller for such Earnest Money, and (b) Purchaser shall pay such portion of the Earnest Money that Purchaser failed to deposit with Escrow Agent directly to Seller.

Section 3.2 **Independent Consideration.** If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Earnest Money pursuant to the terms hereof, the Escrow Agent shall first disburse to Seller One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement (“**Independent Consideration**”), which shall be retained by Seller in all instances.

Section 3.3 **Form; Failure to Deposit.** The Earnest Money shall be in the form of a certified or cashier’s check or a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Purchaser at any time prior to the actual receipt by Escrow Agent of such deposit from Purchaser, in which event any Earnest Money that has previously been deposited by Purchaser with Escrow Agent shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

Section 3.4 **Treatment of Earnest Money.** The Earnest Money shall be applied as a credit to the Purchase Price at Closing. In the event of a termination of this Agreement by either Seller or Purchaser for any reason, Escrow Agent is authorized to deliver the Earnest Money (or portion thereof) to the party hereto entitled to same pursuant to the terms hereof on or before the tenth (10th) business day following receipt by Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies Escrow Agent that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys’ fees and costs and Escrow Agent’s costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 **DUE DILIGENCE**

Section 4.1 **Due Diligence Materials To Be Delivered.** Seller shall deliver to Purchaser the following (the “**Property Information**”) on or before the Property Information Delivery Date (unless such other date is specified below):

4.1.1 **Rent Roll.** A current rent roll (“**Rent Roll**”) for the Property in Seller’s typical format;

- 4.1.2 **Financial Information.** A copy of the financial statements for the Property during Seller's period of ownership;
- 4.1.3 **Personal Property.** A list of all Tangible Personal Property;
- 4.1.4 **Service Contracts.** A list of Service Contracts, including equipment leases, together with copies thereof;
- 4.1.5 **Licenses, Permits and Certificates of Occupancy.** Licenses, permits and certificates of occupancy relating to the Property;
- 4.1.6 **Insurance.** Certificates of liability and property insurance for the Property;
- 4.1.7 **Warranties and Guaranties.** Copies of any warranties or guarantees currently in effect;
- 4.1.8 **Reports.** Any soil reports, environmental, engineering, architectural or other structural reports or studies and similar data obtained by Seller relating to the Property; and
- 4.1.9 **Repairs and Casualties.** List of major repairs and major casualties at the Property during Seller's period of ownership;
- 4.1.10 **City Reports.** The most recent City Property Inspection report, if any
- 4.1.11 **Certificates of Occupancy.** Copy of current Certificate of Occupancy for each of the buildings(s) on the Property, and copies of all other licenses and building permits in Seller's possession
- 4.1.12 **Site Plans.** Copies of any Site Plans in Seller's possession
- 4.1.13 **Employees.** List of on-site employees and a description of any on-site living arrangements
- 4.1.14 **Income and Expense Statements.** Income and expense statements for the Property covering the previous two (2) calendar years and current year to date
- 4.1.15 **Bank Statements.** Monthly bank prepared deposits reports for the past twelve (12) months for the property operating accounts that relate to the Property
- 4.1.16 **Insurance Loss Runs.** Insurance Loss Runs for the past three (3) years and year-to-date

Except for the Rent Roll contemplated in Section 4.1.1, Seller's obligation to deliver the items listed in this Section 4.1 shall be limited to the extent such items are in the possession of Seller.

Section 4.2 **Due Diligence Materials To Be Made Available.** To the extent such items are in Seller's possession and control, Seller shall make available to Purchaser for Purchaser's review, at Seller's option at either the offices of Seller's property manager or at the Property, the following items and information (the "**Additional Property Information**"; the Additional Property Information and the Property Information are referred to herein as the "**Property Documents**") on or before the Property Information Delivery Date, and Purchaser, at its expense, shall have the right to make copies of same:

4.2.1 **Lease Files.** The lease files for all tenants, including the Leases, amendments, guaranties, any letter agreements and assignments which are then in effect ("**Lease Files**").

Section 4.3 **Physical Due Diligence.** Commencing on the Effective Date and continuing through the Closing Date (or earlier termination of this Agreement, if applicable), Purchaser and/or Purchaser's officers, employees, consultants, contractors, equity partners, lenders, agents and other representatives shall have reasonable access to the Property at all reasonable times during normal business hours, upon appropriate prior notice to tenants

as permitted or required under the Leases (it being acknowledged that access to occupied units may be limited due to COVID-19 concerns), for the purpose of conducting reasonably necessary tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests as permitted under this Agreement, provided that (a) Purchaser must give Seller three (3) full business days prior telephone, electronic mail or written notice of any such inspection or test, and with respect to any intrusive inspection or test, any "Phase II" type testing or investigation or any testing scope that is beyond a customary "Phase I" investigation (i.e., core sampling, soils testing, vapor testing, testing of on-site materials or other similar testing or investigation), Purchaser must obtain Seller's prior written consent (which consent may be given, withheld or conditioned in Seller's sole discretion), (b) prior to performing any inspection or test, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place reasonable amounts of commercial general liability insurance and workers compensation insurance for its activities on the Property in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its contractors, agents and representatives on the Property, which insurance shall name Seller as an additional insured thereunder, and (c) all such tests shall be conducted by Purchaser in compliance with Purchaser's responsibilities set forth in Section 4.9 below. Further, Purchaser agrees that (i) all such tests shall be conducted by Purchaser in compliance with Purchaser's responsibilities set forth in Section 4.9 below, (ii) no leased residential units at the Property shall be entered without first coordinating with Seller or Seller's property manager and only with Seller or Seller's property manager being present, and (iii) Purchaser shall not conduct interviews or meetings with any residential tenants. Purchaser shall bear the cost of all such inspections or tests and shall be responsible for and act as the generator with respect to any wastes generated by those tests.

Section 4.4 **Disposition of Earnest Money.** Notwithstanding any provision herein to the contrary, the Earnest Money shall become nonrefundable upon deposit with the Escrow Agent.

Section 4.5 **Return of Documents and Reports.** Upon any termination of this Agreement, Purchaser shall return all Property Documents to Seller and shall provide to Seller copies of all third party reports, investigations and studies, other than economic analyses and other than legal analysis memoranda (collectively, the "**Reports**" and, individually, a "**Report**") prepared for Purchaser in connection with its due diligence review of the Property, including, without limitation, any and all Reports involving structural or geological conditions, environmental, hazardous waste or hazardous substances contamination of the Property, if any. The Reports shall be delivered to Seller without any liability to Seller and without representation or warranty from Purchaser as to the completeness or accuracy of the Reports or any other matter relating thereto. Purchaser's obligation to deliver the Property Documents and the Reports to Seller shall survive the termination of this Agreement and shall constitute a condition to any right of Purchaser to a return of the Earnest Money pursuant to the terms of this Agreement.

Section 4.6 **Service Contracts.** On or prior to 5:00 p.m. Houston, Texas time on the date that is ten (10) days after the later of (a) the Effective Date, or (b) the date the Purchaser receives copies of all of the Service Contracts, Purchaser will advise Seller in writing of which Service Contracts it will assume and which Service Contracts Purchaser requires that Seller deliver written termination at or prior to Closing, provided Seller shall have no obligation to terminate, and Purchaser shall be obligated to assume, any Service Contracts which by their terms cannot be terminated without penalty or payment of a fee. Purchaser must assume the obligations arising from and after the Closing Date under those Service Contracts (a) that Purchaser has agreed to assume, or that Purchaser is obligated to assume pursuant to this Section 4.6, and (b) for which a termination notice is delivered as of or prior to Closing but for which termination is not effective until after Closing.

Section 4.7 **Proprietary Information; Confidentiality.** Purchaser acknowledges that the Property Documents are proprietary and confidential and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Purchaser shall not use the Property Documents for any purpose other than as set forth in the preceding sentence. Purchaser shall not disclose the contents to any person other than those persons who are responsible for determining the feasibility of Purchaser's acquisition of the Property who have agreed to preserve the confidentiality of such information as required hereby (collectively, "**Permitted Outside Parties**"). Purchaser may disclose such contents as are (a) expressly required under applicable laws or (b) expressly required by appropriate written judicial order, subpoena or demand issued by a court of competent jurisdiction (but will first give Seller written notice of the requirement and will cooperate with Seller so that Seller may seek an appropriate protective order and, in the absence of a protective order, Purchaser may disclose only such content as may be necessary to avoid any penalty, sanction, or other material adverse consequence, and Purchaser will use reasonable efforts to secure

confidential treatment of any such content so disclosed). Purchaser shall not divulge the contents of the Property Documents and other information except in strict accordance with the confidentiality standards set forth in this Section 4.7. In permitting Purchaser to review the Property Documents or any other information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third-party benefits or relationships of any kind, either express or implied, have been offered, intended or created.

Section 4.8 **No Representation or Warranty by Seller.** Purchaser acknowledges that, except as expressly set forth in this Agreement, Seller has not made, and does not make, any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. Purchaser further acknowledges that some, if not all, of the Property Documents were prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Purchaser. Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and is providing the Property Documents solely as an accommodation to Purchaser.

Section 4.9 **Purchaser's Responsibilities.** In conducting any inspections, investigations or tests of the Property and/or Property Documents, Purchaser and its agents and representatives shall: (a) not disturb the tenants or interfere with their use of the Property pursuant to their respective Leases or disclose the transaction contemplated by this Agreement to any tenants of the Property; (b) not interfere with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by any tenant or any third party; (d) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (g) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (h) repair any damage to the Real Property resulting directly or indirectly from any such inspection or tests.

Section 4.10 **Purchaser's Agreement to Indemnify.** Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions of Section 4.3, Section 4.7 and Section 4.9; provided, however, the indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination) so long as Purchaser's actions do not aggravate any pre-existing liability of Seller. Purchaser also hereby agrees to indemnify, defend and hold any tenant harmless from and against any and all claims, causes of action, damages, liabilities and expenses which such tenant may suffer or incur due to Purchaser's breach of its obligation under Section 4.7 above to maintain the confidential nature of any Property Documents or other information relative to such tenant. Purchaser's obligations under this Section 4.10 shall survive the termination of this Agreement and shall survive Closing.

ARTICLE 5 **TITLE AND SURVEY**

Section 5.1 **Title Commitment and Survey.** Seller shall cause to be prepared and delivered to Purchaser within five (5) days after the Effective Date: (a) a commitment for title insurance or preliminary title report (the "**Title Commitment**") issued by the Title Company (or such other issuing agent engaged by Title Company), in the amount of the Purchase Price and on a Texas T-1 Form commitment, with Purchaser as the proposed insured, (b) copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property, and (c) Seller's existing survey of the Land and Improvements (the "**Existing Survey**"). Purchaser may elect, at Purchaser's sole cost and expense, to obtain a new survey or revise, modify or re-certify the Existing Survey (an "**Updated Survey**"; the Existing Survey, or if obtained, the Updated Survey, is herein referred to as the "**Survey**") if necessary in order for the Title Company to delete the survey exception from the Title Policy or to otherwise satisfy Purchaser's objectives. If Purchaser has not notified Seller of its election to obtain an Updated Survey on or before

the date that is ten (10) days after receipt of the Title Commitment and Existing Survey, Seller shall be deemed to have elected to not obtain an Updated Survey.

Section 5.2 **Title and Survey Review.**

5.2.1 **Title Review Period.** During the Title and Survey Review Period, Purchaser shall review title to the Property as disclosed by the Title Commitment and the Survey. If (a) the Survey shows any easement, right of way, encroachment, conflict, protrusion or other matter which has a negative impact on the Real Property that is unacceptable to Purchaser, or (b) any exceptions appear in the Title Commitment (other than the standard printed exceptions), that have a materially adverse impact on the Property, Purchaser shall on or before expiration of the Title and Survey Review Period notify Seller in writing of such matters (the "**Purchaser's Objections**"); provided, however, that Purchaser shall not be entitled to object to any of the matters set forth on **Exhibit B** attached hereto or any matters of title related (whether or not set forth on **Exhibit B**) to any Service Contracts that are to be assumed by Purchaser (including, without limitation, laundry contracts and cable/internet contracts), which exceptions shall be Permitted Exceptions (as defined in **Section 5.2.3** hereof). Purchaser's failure to object within the time provided will be a waiver of the right to object.

5.2.2 **Cure Period.** Within five (5) business days after Seller's receipt of Purchaser's Objections (the "**Cure Period**"), Seller may notify Purchaser in writing of the Purchaser's Objections, if any, which Seller elects to cure ("**Seller's Objection Response**"). Seller's failure to provide such Seller's Objection Response will be deemed an election by Seller not to cure any Purchaser's Objections. If Seller does not either cure or undertake in to cure Purchaser's Objections prior to Closing, then Purchaser may terminate this Agreement by delivering a written notice to Seller on or before the date that is three (3) days after the expiration of the Cure Period or receipt of Seller's Objection Response. If Purchaser fails to timely terminate this Agreement during such period, such Purchaser's Objections shall constitute Permitted Exceptions (as hereinafter defined).

5.2.3 **Permitted Exceptions.** The term "**Permitted Exceptions**" shall mean: (i) the specific exceptions (excluding exceptions that are part of the promulgated title insurance form) in the Title Commitment which become Permitted Exceptions pursuant to this **Article 5**, (ii) matters created by, through or under Purchaser, (iii) items shown on the Survey which become Permitted Exceptions pursuant to this **Article 5**, (iv) real estate taxes not delinquent, (v) rights of tenants under the Leases, and (vi) any licenses under any Service Contracts not required to be terminated as of Closing.

Section 5.3 **Delivery of Title Policy at Closing.** In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing to issue, to Purchaser, an owner's title policy in accordance with the Title Commitment, insuring Purchaser's title to the Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Permitted Exceptions (the "**Title Policy**"), Purchaser shall have the right to terminate this Agreement, in which case the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

ARTICLE 6
OPERATIONS AND RISK OF LOSS

Section 6.1 **Ongoing Operations.** From the Effective Date through Closing:

6.1.1 **Leases and Service Contracts.** Seller will perform in all material respects its material obligations under the Leases and Service Contracts.

6.1.2 **Leasing.** All new Leases entered into after the Effective Date shall be on Seller's standard apartment lease form for the property and shall provide for a lease term of no less than six (6) months and no greater than thirteen (13) months (including any renewal options). In all cases, Seller shall retain the discretion to set rent rates, grant concessions and other terms of occupancy, provided Seller shall only enter into new Leases or renewals in the ordinary course of business taking into account seller's then-current good faith evaluation of market conditions. If Purchaser's consent is requested by Seller as to any amendment of a Lease, Purchaser agrees to give Seller written

notice of approval or disapproval of the proposed amendment within one (1) business day after Purchaser's receipt of the items in this Section 6.1.2, and Purchaser's failure to do so shall constitute approval of any such request.

6.1.3 **Maintenance of Improvements; Removal of Personal Property.** Subject to Section 6.2 and Section 6.3, Seller shall maintain or cause the tenants under the Leases to maintain all Improvements substantially in their present condition (ordinary wear and tear and casualty excepted) and in a manner consistent with Seller's maintenance of the Improvements during Seller's period of ownership, but Seller shall have no obligation to make capital expenditures or capital improvements. Seller will not remove any Tangible Personal Property except as may be required for necessary repair or replacement, and replacement shall be of approximately equal quality and quantity as the removed item of Tangible Personal Property.

Section 6.2 **Damage.** If prior to Closing the Property is damaged by fire or other casualty requiring repairs in excess of Fifty Thousand and No/100 Dollars (\$50,000.00) to repair, Seller shall estimate the cost to repair and the time required to complete repairs and will provide Purchaser written notice of Seller's estimation (the "**Casualty Notice**") as soon as reasonably possible after the occurrence of the casualty.

6.2.1 **Material Damage.** In the event of any Material Damage to or destruction of the Property or any portion thereof prior to Closing, either Seller or Purchaser may, at its option, terminate this Agreement by delivering written notice to the other on or before the expiration of thirty (30) days after the date Seller delivers the Casualty Notice to Purchaser (and if necessary, the Closing Date shall be extended to give the parties the full thirty-day period to make such election). Upon any such termination, the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder, other than those that by their terms survive the termination of this Agreement. If neither Seller nor Purchaser so terminates this Agreement within said thirty (30)-day period, then the parties shall proceed under this Agreement and close on schedule (subject to extension of Closing as provided above and as of Closing Seller shall assign to Purchaser, without representation or warranty by or recourse against Seller, all of Seller's rights in and to any resulting insurance proceeds (including any rent loss insurance solely to the extent applicable to any period on and after the Closing Date) due Seller as a result of such damage or destruction and Purchaser shall assume full responsibility for all needed repairs. For the purposes of this Agreement, "**Material Damage**" and "**Materially Damaged**" means damage which, in Seller's reasonable estimation, exceeds Seven-Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) to repair.

6.2.2 **Not Material Damage.** If the Property is not Materially Damaged, then neither Purchaser nor Seller shall have the right to terminate this Agreement, and Seller shall, at its option, either (a) repair the damage before Closing in a manner reasonably satisfactory to Purchaser (and if necessary, Seller may extend the Closing Date up to thirty (30) days to complete such repairs), or (b) credit Purchaser at Closing for the reasonable cost to complete the repair (as determined by Seller in good faith) (in which case Seller shall retain all insurance proceeds and Purchaser shall assume full responsibility for all needed repairs).

Section 6.3 **Condemnation.** If proceedings in eminent domain are instituted with respect to the Property or any portion thereof that would result in Material Damage (as defined below) to the Property or any portion thereof or a Material Taking (as defined below) of the Property, Purchaser may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten-day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above. For purposes of this Section 6.3, "**Material Damage**" or a "**Material Taking**" means any of the following: (i) damage such that the cost of repairing or restoring the Property to a condition substantially similar to that of the affected area prior to the casualty is reasonably likely be greater than five percent (5%) of the Purchase Price or (ii) any damage due to a condemnation or conveyance in lieu of condemnation which materially adversely impairs the current use of the Property or access to the Property from public roads. If the damage, taking or threatened taking is not Material Damage or a Material Taking, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment and

Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for any taking.

ARTICLE 7 **CLOSING**

Section 7.1 **Closing.** The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of Escrow Agent (or such other location as may be mutually agreed upon by Seller and Purchaser). Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

Section 7.2 **Conditions to Closing.**

7.2.1 **Conditions to Purchaser's Obligation to Close.** In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder are conditioned upon the following:

(a) **Representations and Warranties; Covenants.** Seller's representations and warranties contained herein shall be true and correct as of the Effective Date and the Closing Date, in each such case, in all material respects, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date, and Seller shall have complied with, in all material respects, all covenants to be performed and observed by Seller prior to and on the Closing Date; and

(b) **Deliveries.** As of the Closing Date, Seller shall have tendered all deliveries to be made by Seller at Closing.

7.2.2 **Conditions to Seller's Obligation to Close.** In addition to all other conditions set forth herein, the obligation of Seller to consummate the transactions contemplated hereunder are conditioned upon the following:

(a) **Representations and Warranties; Covenants.** Purchaser's representations and warranties contained herein shall be true and correct as of the Effective Date and the Closing Date, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date, and Purchaser shall have complied with, in all material respects, all covenants to be performed and observed by Purchaser prior to and on the Closing Date;

(b) **Deliveries.** As of the Closing Date, Purchaser shall have tendered all deliveries to be made by Purchaser at Closing; and

(c) **Actions, Suits, etc.** There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other party that would prevent the other party from performing its obligations under this Agreement.

7.2.3 **Failure of Conditions.** So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with Closing hereunder has not been satisfied as of the Closing Date (or such earlier date as is provided herein), such party may, in its sole discretion, (i) terminate this Agreement by delivering written notice to the other party on or before the Closing Date (or such earlier date as is provided herein), in which event such party shall be entitled to the remedies set forth in [Section 10.1](#) or [Section 10.2](#), as applicable, or (ii) elect to close (or to permit any such earlier termination deadline to pass) notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition. In the event such party elects to close (or to permit any such earlier termination deadline to pass), notwithstanding the non-satisfaction of such condition, said

party shall be deemed to have waived said condition, and there shall be no liability on the part of any other party hereto for breaches of representations and warranties of which the party electing to close had knowledge at Closing.

Section 7.3 **Seller's Deliveries in Escrow.** As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

7.3.1 **Deed.** A special warranty deed in the form of **Exhibit C** hereto including a list of Permitted Exceptions to which the conveyance shall be subject, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Property (the "**Deed**");

7.3.2 **Bill of Sale, Assignment and Assumption.** A Bill of Sale, Assignment and Assumption of Leases and Contracts in the form of **Exhibit D** attached hereto (the "**Assignment**"), executed by Seller, vesting in Purchaser, without warranty, Seller's right, title and interest in and to the property described therein free of any claims, except for the Permitted Exceptions to the extent applicable;

7.3.3 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property;

7.3.4 **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit in the form of **Exhibit E** hereto executed by Seller;

7.3.5 **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

7.3.6 **Rent Roll.** An updated, certified Rent Roll, dated within three (3) business days of the Closing Date; and

7.3.7 **Additional Documents.** Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

Section 7.4 **Purchaser's Deliveries in Escrow.** As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.4.1 **Bill of Sale, Assignment and Assumption.** The Assignment, executed and acknowledged by Purchaser;

7.4.2 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of Real Property;

7.4.3 **Authority.** Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy; and

7.4.4 **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

Section 7.5 **Closing Statements.** As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

Section 7.6 **Purchase Price.** At or before 1:00 p.m. Houston, Texas time on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date by wire transfer (or by such other reasonable method as requested by Seller); in the event that Escrow Agent is unable to deliver good funds to Seller or its designee on the Closing Date, then the closing statements and related prorations will be revised as necessary.

Section 7.7 **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing subject only to the Permitted Exceptions.

Section 7.8 **Delivery of Books and Records.** After Closing, Seller shall deliver to the offices of Purchaser's property manager or to the Real Property to the extent in Seller's or its property manager's possession or control: Lease Files; maintenance records and warranties; plans and specifications; licenses, permits and certificates of occupancy; copies or originals of all books and records of account, contracts, and copies of correspondence with tenants and suppliers; all advertising materials; booklets; and keys.

Section 7.9 **Notice to Tenants.** Seller and Purchaser shall each execute, and Purchaser shall deliver to each tenant immediately after Closing, a notice regarding the sale in substantially the form of **Exhibit F** attached hereto, or such other form as may be required by applicable state law. This obligation on the part of the Purchaser shall survive Closing.

ARTICLE 8

PRORATIONS, DEPOSITS, COMMISSIONS

Section 8.1 Prorations.

8.1.1 **General.** Rents that are equal to or less than thirty (30) days past due as of the Closing Date ("**Non-Delinquent Rents**"), revenues, receivables and other income, if any, from the Property, and real estate and personal property taxes and the operating expenses described below affecting the Property shall be prorated as of 11:59 p.m. Houston, Texas time on the day preceding Closing. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which Closing occurs. Seller shall be entitled to all third-party reimbursements and payments (including, without limitation, all Section 8 and similar payments) which relate to the period prior to Closing. Purchaser shall be entitled to all third-party reimbursements and payments (including, without limitation, all Section 8 and similar payments) which relate to periods on or after Closing. Purchaser shall use commercially reasonable efforts to collect Non-Delinquent Rents after Closing in accordance with its current business practices. If Purchaser has not collected Non-Delinquent Rents with respect to one (1) or more tenants after using commercially reasonable efforts attempting to do so for at least sixty (60) days after Closing, then Seller shall, within ten (10) business days after Purchaser represents and evidences the same to Seller in writing, refund to Purchaser the prorated amount of such Non-Delinquent Rents received by Seller from Purchaser on the Closing Date relating to such tenants.

8.1.2 **Taxes and Assessments.** All non-delinquent real estate and personal property taxes and assessments on the Property shall be prorated based on the tax bill for the fiscal year in which Closing occurs. If the tax bill for the current fiscal year is not available, then the proration shall be based on the prior fiscal year's assessment; and the parties shall re-prorate such real estate and personal property taxes and assessments upon the issuance of the final tax bill. If after Closing, any supplemental real estate and personal property taxes and assessments are assessed against the Property by reason of any event occurring prior to Closing, or if there is any refund or other reduction in the taxes or assessed value of the Property for any period prior to Closing, then Purchaser and Seller shall re-prorate the real estate and personal property taxes and assessments following Closing. Any delinquent real estate and personal property taxes and assessments on the Property, including penalties and interest thereon, shall be paid at Closing from funds accruing to Seller. Seller shall continue to have control over all tax protests, lawsuits or similar administrative

or governmental proceedings related to the tax valuation of, or tax rate for, the Property applicable to or including the year 2021 and all prior years.

8.1.3 **Delinquent and Past Due Rents.** From and after Closing, Purchaser shall use its commercially reasonable efforts in accordance with its current business practices to collect any rents or other charges under the leases which are delinquent (i.e. more than thirty (30) days past due) as of Closing. The amounts collected after Closing from a tenant shall be applied first to any Non-Delinquent Rents and other charges due as of Closing, second to any rents and other charges then due for any period from and after Closing, and third to any Past Due Rents (as defined below in this **Section 8.1.3**) as of Closing in reverse chronological order of the date such amounts became due. In the event that Purchaser has not, within ninety (90) days after Closing, collected rents or other charges under the leases which are delinquent as of Closing, then Seller may attempt to collect such rents or other charges and Purchaser agrees to assign such rights to Seller if required in connection with Seller's collection efforts; provided, however, Seller agrees that any legal action or collection shall not include any right to evict the applicable tenants. For purposes of this **Section 8.1.3**, "**Past Due Rents**" are defined as those rents or other charges which are, upon Closing, more than thirty (30) days past due. Past Due Rents do not include any Section 8 or similar payments, whether delinquent or not. All Section 8 and similar payments shall be prorated in accordance with **Section 8.1.1** of this Agreement.

8.1.4 **Operating Expenses.** All utility service charges for electricity, heat and air conditioning service, other utilities, taxes (other than real estate and personal property taxes) such as rental taxes, other expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business or the management and operation of the Property shall be prorated on an accrual basis as of the Closing Date. Seller shall pay all such expenses that accrue prior to Closing and Purchaser shall pay all such expenses accruing at Closing and thereafter. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of Closing to aid in such prorations.

8.1.5 **Service Contracts.** Charges under the Service Contracts shall be prorated on the basis of the periods to which such Service Contracts relate.

8.1.6 **Tenant Deposits and Prepaid Rents.** From and after Closing, Seller shall retain any and all bank accounts, certificates of deposit, or any other cash or cash equivalent representing Tenant Deposits (defined below) and prepaid rents and Purchaser shall be credited and Seller shall be debited with an amount equal to the amount of the Tenant Deposits and prepaid rents. Upon Closing, Purchaser shall assume all of Seller's obligations with respect to the Tenant Deposits and prepaid rents.

8.1.7 **Funds.** Purchaser shall either (i) cause any person or entity that is holding any escrows, reserves, funds, letters of credit, bonds, security deposits or other funds deposited by Seller with respect to the Property, including, without limitation, any utility deposits and any such funds deposited with respect to any existing mortgage on the Property (the "**Funds**") to return such Funds to Seller; (ii) pay Seller an amount equal to the amount of the Funds held by such person or entity, in which case Purchaser shall retain such Funds; or (iii) replace the Funds held by such person or entity, in which case such Funds shall be returned to Seller.

8.1.8 **Method of Proration.** All prorations shall be made in accordance with customary practice in the county in which the Property is located, except as expressly provided herein. Such prorations, if and to the extent known and agreed upon as of Closing, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser) by increasing or reducing the cash to be paid by Purchaser at Closing. The terms set forth in this **Section 8.1** shall survive Closing and the delivery of the Deed at Closing.

Section 8.2 **Leasing Costs.** Seller agrees to pay or discharge at or prior to Closing all leasing commissions, locator fees or finder's fees (collectively, "**Leasing Costs**"), if any, that are due and payable prior to Closing with respect to Leases in force as of or prior to the Closing Date.

Section 8.3 **Closing Costs.** Closing costs shall be allocated between Seller and Purchaser in accordance with **1.1.11**.

Section 8.4 **Final Adjustment After Closing.** If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, with the final adjustment to be made as soon as reasonably possible after Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice, but in any event not later than sixty (60) days after Closing (other than with respect to real estate and personal property taxes). All such rights and obligations shall survive Closing.

Section 8.5 **Tenant Deposits.** All tenant and licensee security deposits collected and not applied by Seller (and interest thereon if required by law or contract) (the "**Tenant Deposits**") shall be transferred or credited to Purchaser at Closing. As of Closing, Purchaser shall assume Seller's obligations related to tenant and licensee security deposits, but only to the extent they are credited or transferred to Purchaser.

Section 8.6 **Commissions.** Seller shall be responsible to Seller's Broker for a real estate sales commission at Closing (but only in the event of a Closing in strict accordance with this Agreement) in accordance with a separate agreement between Seller and Seller's Broker. Purchaser shall be responsible to Purchaser's Broker for a real estate sales commission at Closing (but only in the event of a Closing in strict accordance with this Agreement) in accordance with a separate agreement between Purchaser and Purchaser's Broker. Other than as stated above in this Section 8.6, Seller and Purchaser each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under Seller or Purchaser, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive Closing.

Section 8.7 **Bulk Payments.** Any revenues, and other income/charges, if any, accruing under any agreement other than leases (the "Income Agreements"), including, but not limited to, periodic revenues arising out of cable, internet, vending machines, laundry machines and other income producing agreements or assumed contracts for the month during which closing occurs shall be prorated, with such revenues and other income/charges received before the month during which closing occurs to be retained by Seller, it being further agreed that any up-front payments and/or so called "door-fees" under any income agreements shall not be prorated and Seller shall retain same.

Section 8.8 **Survival.** The provisions contained in this Article 8 shall survive Closing.

ARTICLE 9 **REPRESENTATIONS AND WARRANTIES**

Section 9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that:

9.1.1 **Organization and Authority; Conflicts and Pending Actions.** Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms. To Seller's current, actual knowledge, there is no agreement to which Seller is a party or, to Seller's current, actual knowledge, that is binding on Seller which is in conflict with this Agreement. To Seller's current, actual knowledge, there is no action or proceeding pending or, to Seller's current, actual knowledge, threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

9.1.2 **Prohibited Persons and Transactions.** Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and

Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9.1.3 **Condemnation.** Seller has not received any written notice of any pending condemnation action with respect to all or any portion of the Property, and there are no existing condemnation or other legal proceedings affecting the existing use of the Property by any governmental authority having jurisdiction over or affecting all or any part of the Property.

9.1.4 **No litigation.** Except as otherwise disclosed in writing to Purchaser, and except with respect to ongoing litigation related to property tax disputes for year 2020 and prior years or other matters covered by insurance, there is no litigation, arbitration or administrative proceeding pending affecting title to the Property, except that there may be judicial eviction proceedings against Tenants for violations of their Tenant Leases, of which Purchaser shall be notified of such judicial eviction proceedings within a reasonable period of time after the filing of any such proceedings against any Tenant.

9.1.5 **Rights of First Refusal.** There are no rights of first refusal affecting the Land or the Property, other than as disclosed otherwise in the public records.

9.1.6 **Bankruptcy.** There are no bankruptcy or reorganization proceedings pending against Seller.

9.1.7 **Service Contracts.** Other than the Service Contracts provided to Purchaser, there are no other service contracts affecting the Property as of the Effective Date that will remain after the Closing Date.

9.1.8 **Mechanic's Liens.** There are no unpaid charges, costs, or expenses for improvements in, on, or upon the Property which might form the basis for a claim or an affixation of any type of mechanic's, materialman's, laborer's, artisan's, or other statutory lien that will not be satisfied at or prior to Closing.

9.1.9 **Parties in Possession.** No parties are in possession of all or any portion of the Property other than pursuant to the Leases disclosed on the Rent Roll or under the Permitted Exceptions.

Section 9.2 **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller that:

9.2.1 **Organization and Authority.** Purchaser has been duly organized and is validly existing as a limited liability company in good standing in its state of organization. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

9.2.2 **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

9.2.3 **ERISA.** Purchaser is not an employee benefit plan (a "**Plan**") subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), Purchaser's assets do not constitute "plan assets" within the meaning of the "plan asset regulations" (29 C.F.R. Section 2510.3-101), and Purchaser's acquisition of the Property will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

9.2.4 **Prohibited Persons and Transactions.** Neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees,

officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9.2.5 **Financing.** At Closing, Purchaser will have sufficient cash, available lines of credit or other sources of immediately available funds to enable Purchaser to consummate the transactions contemplated by this Agreement and to fulfill its obligations hereunder, including payment to Seller of the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorrations, at Closing.

9.2.6 **Solvency.** Immediately after giving effect to the transactions contemplated by this Agreement and the closing of any financing to be obtained by Purchaser or any of its affiliates in order to effect the transactions contemplated by this Agreement, Purchaser shall be able to pay its debts as they become due and shall own property having a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities). Immediately after giving effect to the transactions contemplated by this Agreement, Purchaser shall have adequate capital to carry on its business.

Section 9.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Article 9 are made as of the Effective Date and, except as provided in Section 7.2.1(a) and Section 7.2.2(a), are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive Closing for a period of six (6) months (the "Survival Period"). Terms such as "to Seller's knowledge," "to the best of Seller's knowledge" or like phrases mean the actual present and conscious awareness or knowledge of Elliott Aronson ("Seller's Representatives"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representatives, or any of them, or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Said terms do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller. The parties further agree and acknowledge that no post-closing claim for breach set forth in this Agreement shall be actionable if the party bringing the claim had actual knowledge of the breach as of the Closing Date. The provisions of this Section 9.3 shall survive Closing.

ARTICLE 10 DEFAULT AND REMEDIES

Section 10.1 **Seller's Remedies.** If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing (including, without limitation, the non-occurrence of the conditions to Seller's obligations to close as set forth in Section 7.2.2) for any reason except failure by Seller to perform hereunder in all material respects, or if prior to Closing any one or more of Purchaser's representations or warranties are breached in any material respect, Seller shall be entitled to terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If Closing is consummated, Seller shall have all remedies available at law or in equity in the event Purchaser fails to perform any obligation of Purchaser under this Agreement. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on grounds it is unreasonable in amount and/or exceeds Seller's actual damages and/or that its retention by Seller constitutes a penalty and not agreed upon as reasonable liquidated damages.

Section 10.2 **Purchaser's Remedies.** If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its material obligations hereunder at or prior to Closing (including, without limitation, the non-occurrence of the conditions to Purchaser's obligations to close as set forth in Section 7.2.1) for any reason except failure by Purchaser to perform hereunder, or if prior to Closing any one or more of Seller's

representations or warranties are breached in any material respect, and such default or breach is not cured by the third (3rd) business day after written notice thereof from Purchaser (Purchaser hereby agreeing to give such written notice to Seller within one (1) business day after Purchaser first learns of any such default or breach by Seller, or waive the rights hereunder with respect to such failure or other default), Purchaser shall elect, as its sole remedy, either to (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, (b) enforce specific performance to consummate the sale of the Property hereunder, or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement pursuant to subsection (a) above if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within one (1) month following the scheduled Closing Date. Purchaser's remedies shall be limited to those described in this Section 10.2 and Section 10.3 and Section 10.4 hereof. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

Section 10.3 **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

Section 10.4 **Other Expenses.** If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to Escrow Agent for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

Section 10.5 **Limitation of Liability.** Notwithstanding anything to the contrary contained herein, if Closing of the transactions hereunder shall have occurred, Seller shall have no liability to Purchaser (and Purchaser shall make no claim against Seller) for a breach of any representation or warranty of Seller under this Agreement, unless (a) the valid claims for all such breaches collectively aggregate to more than Fifty Thousand and No/100 Dollars (\$50,000.00) (in which case Purchaser shall be entitled to recover all amounts below such "floor"), (b) written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller after the Closing Date and prior to the expiration of the Survival Period and (c) the liability of Seller under this Agreement shall not exceed, in the aggregate, an amount equal to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), excluding attorney fees. In no event shall Seller be liable for any consequential or punitive damages. In connection with any action alleging a breach of any warranty of title in the Deed, Purchaser agrees that it shall in good faith pursue the Title Company under its title policy with respect to any claim relating to the warranty of title under the Deed prior to bringing an action against Seller. The limitations of liability contained in this Section 10.5 are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by applicable law or by any other contract, agreement or instrument, and shall survive Closing.

ARTICLE 11 **DISCLAIMERS, RELEASE AND INDEMNITY**

Section 11.1 **Disclaimers by Seller.** Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (c) geological conditions, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) the presence of endangered species or any environmentally sensitive or

protected areas, (f) zoning or building entitlements to which the Property or any portion thereof may be subject, (g) access to the Property or any portion thereof, (h) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (i) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (j) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (k) the merchantability of the Property or fitness of the Property for any particular purpose, or (l) the truth, accuracy or completeness of the Property Documents.

Section 11.2 **Sale "As Is, Where Is"**. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND ANY DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, OR ANY PROPERTY MANAGER, REAL ESTATE BROKER, AGENT OR THIRD PARTY REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED BY SELLER. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. PURCHASER ACKNOWLEDGES THAT SELLER HAS AFFORDED AND WILL CONTINUE TO AFFORD PURCHASER A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER HEREBY REPRESENTS AND WARRANTS TO SELLER THAT: (a) PURCHASER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT; AND (b) PURCHASER IS PURCHASING THE PROPERTY FOR BUSINESS, COMMERCIAL, INVESTMENT OR OTHER SIMILAR PURPOSE AND NOT FOR USE AS PURCHASER'S RESIDENCE. PURCHASER WAIVES ANY AND ALL RIGHTS OR REMEDIES IT MAY HAVE OR BE ENTITLED TO, DERIVING FROM DISPARITY IN SIZE OR FROM ANY SIGNIFICANT DISPARATE BARGAINING POSITION IN RELATION TO SELLER.

Section 11.3 **Seller Released from Liability**. Purchaser acknowledges that it will have the opportunity to inspect the Property and observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Purchaser deems necessary, and Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), the Texas Solid Waste Disposal Act (Texas Health and

Safety Code § 361.001 et seq. (Vernon 2001), as amended (“**SWDA**”), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

Section 11.4 **“Hazardous Materials” Defined.** For purposes hereof, “**Hazardous Materials**” means “**Hazardous Material**,” “**Hazardous Substance**,” “**Pollutant or Contaminant**,” and “**Petroleum**” and “**Natural Gas Liquids**,” as those terms are defined or used in Section 101 of CERCLA, any “solid waste” as defined in the SWDA and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

Section 11.5 **“Seller Indemnification.”** Seller hereby agrees to indemnify, defend and hold harmless Purchaser from any cost, liability, damage or expense (including reasonable attorneys’ fees) arising out of or relating to actions or omissions of Seller related to the Property and Seller’s ownership thereof, including, without limitation, arising from any Service Contracts, Leases, tenants or contractors providing work or materials to the Real Property, which occurred during Seller’s period of ownership of the Property.

Section 11.6 **“Purchaser Indemnification.”** Purchaser hereby agrees to indemnify, defend and hold harmless Seller from any cost, liability, damage or expense (including reasonable attorneys’ fees) arising out of or relating to actions or omissions of Purchaser related to the Property and Purchaser’s ownership thereof, including, without limitation, arising from any Service Contracts, Leases, tenants or contractors providing work or materials to the Real Property, which occur on or after the Closing Date.

Section 11.7 **“Survival.”** The terms and conditions of this **Article 11** shall expressly survive Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

ARTICLE 12 **MISCELLANEOUS**

Section 12.1 **“Parties Bound; Assignment.”** This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may assign its rights under this Agreement upon the following conditions: (a) the assignee of Purchaser must be an entity controlling, controlled by, affiliated with, or under common control with Purchaser, (b) all of the Earnest Money must have been delivered in accordance herewith, (c) reserved, (d) the assignee of Purchaser shall assume all obligations of Purchaser hereunder, but Purchaser shall remain primarily liable for the performance of Purchaser’s obligations, (e) a copy of the fully executed written assignment and assumption agreement shall be delivered to Seller at least ten (10) days prior to Closing, and (f) the requirements in **Section 12.17** are satisfied.

Section 12.2 **Headings**. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Section 12.3 **Invalidity and Waiver**. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

Section 12.4 **Governing Law**. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located.

Section 12.5 **Survival**. The provisions of this Agreement that contemplate performance or survival after Closing and the obligations of the parties not fully performed at Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

Section 12.6 **Entirety and Amendments**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

Section 12.7 **Time**. Time is of the essence in the performance of this Agreement.

Section 12.8 **Confidentiality; Press Releases**. Purchaser shall make no public announcement, press release or disclosure of the transactions contemplated under this Agreement, nor any information related to this Agreement, to outside brokers, media or third parties, before or after Closing, without the prior written specific consent of Seller; provided, however, that Purchaser may, subject to the provisions of **Section 4.7**, make disclosure of this Agreement to its Permitted Outside Parties as necessary to perform its obligations hereunder and as may be required under laws or regulations applicable to Purchaser. The provisions of this **Section 12.8** shall survive Closing.

Section 12.9 **No Electronic Transactions**. Except as provided in **Section 12.13**, the parties hereby acknowledge and agree this Agreement shall not be executed, entered into, altered, amended or modified by electronic means.

Section 12.10 **Business Days**. As used herein, the term "**business day**" shall mean any day other than a Saturday, Sunday, Federal holiday, date on which national banking associations are not open for business, any date on which Title Company is not open, or any state holiday in the State of Texas.

Section 12.11 **Notices**. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in **Section 1.3**. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, or (d) by electronic mail addressed to the electronic mail address set forth in **Section 1.3** for the party to be notified with a confirmation copy delivered by another method permitted under this **Section 12.10**. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

Section 12.12 **Construction**. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 12.13 **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday for national banks in the location where the Property is located. Except as otherwise provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the city in which the Real Property is located.

Section 12.14 **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by PDF attachment to electronic mail counterparts of the signature pages.

Section 12.15 **No Recordation**. Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto, and any such recordation of this Agreement or memorandum or affidavit by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon Seller shall have the remedies set forth in **Section 10.1** hereof. In addition to any such remedies, Purchaser shall be obligated to execute an instrument in recordable form releasing this Agreement or memorandum or affidavit, and Purchaser's obligations pursuant to this **Section 12.15** shall survive any termination of this Agreement as a surviving obligation.

Section 12.16 **Further Assurances**. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any material additional liability or expense, on or after Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

Section 12.17 **Discharge of Obligations**. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

Section 12.18 **ERISA**. Under no circumstances shall Purchaser have the right to assign this Agreement to any person or entity owned or controlled by an employee benefit plan if Seller's sale of the Property to such person or entity would, in the reasonable opinion of Seller's ERISA advisors or consultants, create or otherwise cause a "prohibited transaction" under ERISA. In the event Purchaser assigns this Agreement or transfers any ownership interest in Purchaser, and such assignment or transfer would make the consummation of the transaction hereunder a "prohibited transaction" under ERISA and necessitate the termination of this Agreement then, notwithstanding any contrary provision which may be contained herein, Seller shall have the right to terminate this Agreement.

Section 12.19 **No Third Party Beneficiary**. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing, except that a tenant of the Property may enforce Purchaser's indemnity obligation under **Section 4.10** hereof.

Section 12.20 **Reporting Person.** Purchaser and Seller hereby designate the Title Company as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

Section 12.21 **1031 Exchange.** Purchaser and Seller respectively acknowledge that the purchase and sale of the Property contemplated hereby may be part of a separate exchange (an "**Exchange**") being made by each party pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated with respect thereto. In the event that either party (the "**Exchanging Party**") desires to effectuate such an exchange, then the other party (the "**Non-Exchanging Party**") agrees to cooperate fully with the Exchanging Party in order that the Exchanging Party may effectuate such an exchange; provided, however, that with respect to such Exchange (a) all additional costs, fees and expenses related thereto shall be the sole responsibility of, and borne by, the Exchanging Party; (b) the Non-Exchanging Party shall incur no additional liability as a result of such exchange; (c) the contemplated exchange shall not delay any of the time periods or other obligations of the Exchanging Party hereby, and without limiting the foregoing, the scheduled date for Closing shall not be delayed or adversely affected by reason of the Exchange; (d) the accomplishment of the Exchange shall not be a condition precedent or condition subsequent to the Exchanging Party's obligations under the Agreement; and (e) the Non-Exchanging Party shall not be required to hold title to any land other than the Property for purposes of the Exchange. The Exchanging Party agrees to defend, indemnify and hold the Non-Exchanging Party harmless from any and all liability, damage or cost, including, without limitation, reasonable attorney's fees, that may result from Non-Exchanging Party's cooperation with the Exchange. The Non-Exchanging Party shall not, by reason of the Exchange, (i) have its rights under this Agreement, including, without limitation, any representations, warranties and covenants made by the Exchanging Party in this Agreement (including but not limited to any warranties of title, which, if Seller is the Exchanging Party, shall remain warranties of Seller), or in any of the closing documents (including but not limited to any warranties of title, which, if Seller is the Exchanging Party, shall remain warranties of Seller) contemplated hereby, adversely affected or diminished in any manner, or (ii) be responsible for compliance with or deemed to have warranted to the Exchanging Party that the Exchange complies with Section 1031 of the Code.

Section 12.22 **Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. Any such arbitration shall be conducted by an arbitrator experienced in real estate industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Section 12.23 **Procedure for Indemnity.** The following provisions govern actions for indemnity under this agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in such proceeding and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any other liability that it may have to any indemnitee. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

**SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
BPC PINES WB LLC
AND
33-53 WILLIAMS FOUNDATION**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

BPC PINES WB LLC,
a Delaware limited liability company

Date executed by Seller

By: _____
Name: Elliott Aronson
Title: President

PURCHASER:

33-53 WILLIAMS FOUNDATION,
a Texas chartered 501(c)(3) organization

Date executed by Purchaser

By: _____
Name: _____
Title: _____

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent has received the Earnest Money and shall hold the Earnest Money required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of this Agreement.

Lincoln Land Services

Date executed by Escrow Agent

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

- A - Legal Description of Real Property
- B - Title Exceptions
- C - Special Warranty Deed
- D - Bill of Sale, Assignment and Assumption of Leases and Contracts
- E - FIRPTA Certificate
- F - Notice to Tenants

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

BEING 12.4005 ACRES OF LAND (CALLED 12.3799 ACRES) IN BLOCK 2 OF 12,500 HILLCROFT AVENUE APARTMENTS, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN [Volume 161, Page 123](#) OF THE HARRIS COUNTY MAP RECORD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BLOCK 2 AND LYING IN THE WEST LINE OF HILLCROFT AVENUE (WIDTH VARIES) AND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 00° 16' 06" E - 209.19 FEET, (CALLED S 00° 14' 30" E - 209.00 FEET) ALONG THE WEST LINE OF HILLCROFT AVENUE AND THE EAST LINE OF BLOCK 2 TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHERLY END OF A CUTBACK FOR THE WEST LINE OF HILLCROFT AVENUE AND THE NORTH LINE OF ALVARADO DRIVE (60 FEET WIDE);

THENCE, S 44° 05' 27" W - 14.21 FEET (CALLED S 44° 45' 30" W - 14.14 FEET) WITH SAID CUTBACK TO A 5/8 INCH IRON MARKING THE NORTH LINE OF ALVARADO DRIVE;

THENCE, S 89° 39' 17" W - 580.97 FEET (CALLED S 89° 45' 30" W - 581.06 FEET) WITH THE NORTH LINE OF ALVARADO DRIVE AND THE SOUTH LINE OF BLOCK 2 TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 89° 30' 57" (CALLED 89° 41' 29") FOR AN ARC DISTANCE OF 132.80 FEET (CALLED 133.06 FEET) TO A 5/8 INCH IRON ROD FOUND AT THE END OF SAID CURVE AND LYING IN THE WEST LINE OF DUNLAP DRIVE (60 FEET WIDE);

THENCE, S 00° 05' 17" W - 103.66 FEET (CALLED S 00° 04' 00" W - 103.75 FEET) ALONG THE WEST LINE OF DUNLAP DRIVE TO AN "X" CUT SET IN CONCRETE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 89° 56' 00" W - 309.48 FEET (CALLED N 89° 56' 00" W - 309.50 FEET) TO A P.K. NAIL FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 00° 04' 18" W - 487.77 FEET (CALLED S 00° 04' 00" W - 487.71 FEET) TO A P.K. NAIL FOUND FOR THE SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 89° 53' 47" W - 290.70 FEET (CALLED N 89° 56' 00" W - 290.50 FEET) TO A P.K. NAIL FOUND LYING IN THE EAST LINE OF HAVILAND STREET AND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 00° 02' 30" E - 899.30 FEET (CALLED N 00° 04' 00" E - 899.42 FEET) ALONG THE EAST LINE OF HAVILAND STREET AND THE WEST LINE OF BLOCK 2 TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 57' 07" E - 1274.66 FEET (CALLED S 89° 54' 30" E - 1274.41 FEET) ALONG THE NORTH LINE OF BLOCK 2 AND THE HEREIN DESCRIBED TRACT TO THE POINT OF BEGINNING AND CONTAINING 12.4005 ACRES OF LAND, MORE OR LESS.

TRACT 2:

BEING 4.9862 ACRES OF LAND (CALLED 4.9887 ACRES) IN BLOCK 2 OF 12,500 HILLCROFT AVENUE APARTMENTS, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN [VOLUME 161, PAGE 123](#) OF THE HARRIS COUNTY MAP RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID BLOCK 2, LYING IN THE WEST LINE OF DUNLAP DRIVE (60 FEET WIDE) AND THE NORTH LINE OF WALTERIA DRIVE (60 FEET WIDE) MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

THENCE, N 89° 56' 00" W - 600.00 FEET, ALONG THE NORTH LINE OF WALTERIA DRIVE AND THE SOUTH LINE OF BLOCK 2 TO A 1/2 INCH IRON ROD FOUND IN THE EAST LINE OF HAVILAND STREET (60 FEET WIDE) MARKING THE SOUTHWEST CORNER OF BLOCK 2 AND THE HEREIN DESCRIBED TRACT;

THENCE, N 00° 04' 00" E - 110.60 FEET ALONG THE WEST LINE OF BLOCK 2 AND THE EAST LINE OF HAVILAND STREET TO A P.K. NAIL FOUND MARKING THE WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 53' 47" E - 290.70 FEET (CALLED S 89° 56' 00" E - 290.50 FEET) TO A P.K. NAIL FOUND MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 00° 04' 18" E - 487.77 FEET (CALLED N 00° 04' 00" E - 487.71 FEET) TO A P.K. NAIL FOUND FOR THE NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 56' 00" E - 309.48 FEET (CALLED S 89° 56' 00" E - 309.50 FEET) TO AN "X" CUT SET IN CONCRETE, LYING IN THE WEST LINE OF SAID DUNLAP DRIVE AND THE EAST LINE OF BLOCK 2, MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 00° 05' 17" W - 598.18 FEET (CALLED S 00° 04' 00" W - 598.31 FEET) ALONG THE WEST LINE OF DUNLAP DRIVE AND THE EAST LINE OF BLOCK 2 TO THE POINT OF BEGINNING AND CONTAINING 4.9862 ACRES OF LAND, MORE OR LESS.

TRACT 3:

BEING 6.942 ACRES OF LAND (CALLED 6.939 ACRES) IN BLOCK 1 OF 12,500 HILLCROFT AVENUE APARTMENTS, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 161, PAGE 123 OF THE HARRIS COUNTY MAP RECORDS AND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BLOCK 1, MARKING THE SOUTHERLY END OF A CUTBACK AT INTERSECTION OF THE SOUTH LINE OF ALVARADO DRIVE (60 FEET WIDE) AND THE EAST LINE OF HILLCROFT AVENUE (WIDTH VARIES);

THENCE, S 00° 15' 37" E - 480.26 FEET, (CALLED S 00° 14' 30" E - 480 FEET) ALONG THE WEST LINE OF WALTERIA DRIVE AND THE EAST LINE OF BLOCK 1 TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 40' 01" W - 618.69 FEET (CALLED S 89° 45' 30" W - 618.56 FEET) ALONG THE NORTH LINE OF JUDSON W. ROBINSON PLACE SUBDIVISION (VOL. 309, PG. 41 H.C.M.R.) TO A 1/2 INCH IRON FOUND IN THE EAST LINE OF DUNLAP DRIVE (60 FEET WIDE) FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD BEARS S 85° 35' 58" E - 0.33;

THENCE, N 00° 04' 00" E - 465.29 FEET (CALLED 465.14 FEET) TO A 5/8 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, FOLLOWING SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 89° 42' 08" FOR AN ARC DISTANCE OF 39.14 FEET (CALLED 105.03 FEET) TO A 5/8 INCH IRON ROD SET FOR THE END OF SAID CURVE AND LYING IN THE SOUTH LINE OF AFORESAID ALVARADO DRIVE;

THENCE, N 89° 39' 43" E - 581.29 FEET (CALLED N 89° 45' 30" E - 581.06 FEET) ALONG THE SOUTH LINE OF ALVARADO DRIVE AND THE NORTH LINE OF BLOCK 1 TO A CROWS FOOT CUT IN CONCRETE MARKING THE NORTHERLY END OF A CUTBACK;

THENCE, S 44° 50' 26" E - 13.87 FEET (CALLED S 45° 14' 30" E - 14.14 FEET) WITH SAID CUTBACK TO THE POINT OF BEGINNING AND CONTAINING 6.942 ACRES OF LAND, MORE OR LESS.

TRACT 4:

BEING 15.154 ACRES OF LAND (CALLED 15.1517 ACRES) IN BLOCK 3 OF 12,500 HILLCROFT AVENUE APARTMENTS, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 161, PAGE 123 OF THE HARRIS COUNTY MAP RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID BLOCK 3, MARKING THE INTERSECTION OF THE SOUTH LINE OF WALTERIA DRIVE (60 FEET WIDE) AND THE EAST LINE OF HAVILAND STREET (60 FEET WIDE);

THENCE, S 89° 56' 00" E - 600 FEET, ALONG THE SOUTH LINE OF WALTERIA DRIVE AND THE NORTH LINE OF BLOCK 3 TO A 5/8 INCH IRON ROD FOUND ON THE WEST LINE OF DUNLAP DRIVE (60 FEET WIDE) AND MARKING THE NORTHEAST CORNER OF BLOCK 3;

THENCE, S 00° 04' 00" W - 376.06 FEET ALONG THE WEST LINE OF DUNLAP DRIVE AND THE EAST LINE OF BLOCK 3 TO A 1 INCH IRON PIPE FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 330 FEET, A CENTRAL ANGLE OF 23° 15' 04" (CALLED 23° 11' 46") FOR AN ARC DISTANCE OF 133.92 FEET (CALLED 133.66 FEET) TO A 5/8 INCH IRON ROD FOUND AT THE END OF SAID CURVE;

THENCE, S 23° 18' 58" E - 15.00 FEET (CALLED S 23° 08' 35" E) TO A 5/8 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 85 FEET, A CENTRAL ANGLE OF 71° 15' 15" (CALLED 70° 48' 05") FOR AN ARC DISTANCE OF 105.71 FEET (CALLED 105.03 FEET) TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH LINE OF GREENCRAIG DRIVE (60 FEET WIDE);

THENCE, S 00° 14' 15" W - 249.13 FEET (CALLED S 00° 04' 00" W - 248.85 FEET) TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE, N 89° 53' 47" W - 343.24 FEET (CALLED N 89° 56' 00" W - 344 FEET) TO A 1 INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 00° 09' 40" W - 284.54 FEET (CALLED S 00° 04' 00" W) TO A 5/8 INCH IRON ROD SET ON THE SOUTH LINE OF BLOCK AND THE NORTH LINE OF THE G. H. & S. A. RAILROAD;

THENCE, S 66° 51' 25" W - 352.96 FEET ALONG THE SOUTH LINE OF BLOCK 3 AND THE NORTH LINE OF SAID RAILROAD TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE, N 23° 08' 35" W - 30 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE, S 66° 51' 25" W - 40 FEET TO A 5/8 INCH IRON ROD FOUND IN THE EAST LINE OF AFORESAID HAVILAND STREET;

THENCE, N 00° 04' 00" E - 1231.86 FEET ALONG THE EAST LINE OF HAVILAND STREET AND THE WEST LINE OF BLOCK 3 TO THE POINT OF BEGINNING AND CONTAINING 15.154 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT, HOWEVER, THOSE TWO CERTAIN TRACTS OF LAND DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN GENERAL WARRANTY DEED TO THE CITY OF HOUSTON, A MUNICIPAL CORPORATION AND RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. [S023258](#) OF THE OFFICIAL RECORDS OF HARRIS COUNTY, TEXAS.

EXHIBIT B

TITLE EXCEPTIONS

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Recorded in Volume 161, Page 123 of the Map Records and those recorded under Clerk's File No(s). P875138, R724436, R863016, S262369, and T446872 of the Real Property Records of Harris County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

- a. Rights of parties in possession.
- b. Maintenance charges, assessments, rights and remedies of co-tenants, contractual or otherwise, including but not limited to terms, conditions, covenants, options, restrictions and easements contained in Declaration of Condominium and By-Laws recorded December 31, 1980 in Volume 114, Page 141, in Harris County, Texas, and in the Statutes of Texas regulating condominiums.
- c. An easement ten (10) feet wide for water line purposes along the South property line of Tract I and the West and North property lines of Tract III, as set forth on the plat recorded in Volume 161, Page 123 of the Map Records of Harris County, Texas.
- d. An unobstructed aerial easement for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward, adjacent to the above ground easements, as set forth on the plat recorded in Volume 161, Page 123 of the Map Records of Harris County, Texas.
- e. An easement ten (10) feet wide for sanitary sewer purposes along the West property line of Tract I, and an unobstructed aerial easement for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward, adjacent to the above mentioned ground easement, as set forth on the plat recorded in Volume 161, Page 123 of the Map Records of Harris County, Texas.
- f. Permission to Build Over Easement, executed by the City of Houston, recorded in Volume 8336, Page 105 of the Deed Records of Harris County, Texas, permitting encroachment into the above ten (10) foot sanitary sewer easement by asphalt paved access driveways.
- g. An easement for water meter purposes twenty (20) feet in width and ten (10) feet along, located adjacent to the South property line of Tract 1, as granted to the City of Houston, by instrument dated December 5, 1969, recorded in Volume 7955, Page 59 of the Deed Records of Harris County, Texas.
- h. A ground easement for electric power distribution purposes and communication lines ten (10) feet wide over and across subject property and unobstructed aerial easements for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward lying adjacent to and adjoining both sides of the above mentioned easement, located and described in the grant to Houston Lighting and Power Company by instrument dated September 23, 1969, recorded in Volume 7790, Page 510 of the Deed Records of Harris County, Texas.
- i. A ground easement for electric power distribution purposes and communication lines ten (10) feet wide over and across subject land and unobstructed aerial easements for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward lying adjacent to and adjoining both sides of the above mentioned easement, located and described in the grant to Houston Lighting and Power Company by instrument dated May 24, 1970, recorded in Volume 7970, Page 270 of the Deed Records of Harris County, Texas.

[EXHIBIT B CONTINUES ON FOLLOWING PAGE]

- j. A ground easement for electric power distribution purposes and communication lines ten (10) feet wide along the South property line of Tract III, extending twenty-five (25) feet West from the East property line and an unobstructed aerial easement for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward lying adjacent to and adjoining both sides of the above mentioned easement, located and described in the grant to Houston Lighting and Power Company by instrument dated July 8, 1970, recorded in [Volume 8078, Page 273](#) of the Deed Records of Harris County, Texas.
- k. A ground easement for electric power distribution purposes and communication lines five (5) feet wide along the South property line of Tract III, extending fifteen (15) feet West from the East property line and an unobstructed aerial easement for public utilities five (5) feet wide from a plane twenty (20) feet above the ground upward lying adjacent to and adjoining both sides of the above mentioned easement, located and described in the grant to Houston Lighting and Power Company by instrument dated August 12, 1970, recorded in [Volume 8116, Page 307](#) of the Deed Records of Harris County, Texas.
- l. An easement for sewer line purposes granted to R.G. Woodall, as set forth in instrument dated October 29, 1975, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File Number [E588073](#).
- m. Agreement by and between Warner Cable Communications, Inc. and Pines of Westbury for the installation, operation and maintenance of a Cable Television System as reflected by instrument recorded under Clerk's File No. [R072069](#) of the Real Property Records of Harris County, Texas.
- n. An easement 10 feet wide at and below normal ground level and extending upward to a plane 20 feet above the ground, and from said plane and upward the easement is 20 feet wide with the same centerline as at ground level, located at a point along the West property line which is 567.71 feet South of the Northwest corner of subject tract and extends East a distance of 15 feet, as granted to Houston Lighting & Power Company by instrument recorded under Clerk's File No. [D415235](#) of the Real Property Records of Harris County, Texas.
- o. A Temporary Access Easement over and across a tract of land containing 1,625 square feet located just North of the southwest corner of subject property and granted to the City Of Houston in connection with the construction of the Haviland Pump Station, 4449AS-I, by instrument recorded under Clerk's File No. [S023257](#) of the Real Property Records of Harris County, Texas.
- p. Building Set Back Line 10 feet in width along the West, North and upper East property lines, as dedicated by the plat recorded in [Volume 161, Page 123](#) of the Map Records of Harris County, Texas.
- q. Lease Agreement dated September 26, 1994 executed by and between Pines Of Westbury, Ltd., as Lessor, and Web Service Company, Inc., as Lessee, as evidenced by and set out in Memorandum of Lease recorded under Clerk's File No. [R091866](#) of the Real Property Records of Harris County, Texas.
- r. Notice of Contract (for payphones) acknowledged June 20, 1997 and filed June 26, 1997 under Clerk's File No. [S514236](#) of the Real Property Records, and other instruments recorded under County Clerk's File No(s). [U470714](#) and [X612834](#), and executed by Extra Effort Payphones, Inc.
- s. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File Nos. [G987661](#), refiled under [H001172](#), corrected under [H065587](#), [H203082](#), and amended by [J742420](#), [K021553](#), [K049908](#), [K348088](#), [H626354](#), [J852211](#), and [J849523](#) all in the Real Property Records of Harris County, Texas.
- t. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File No(s). [H449149](#), [H550936](#), and corrected by [H942046](#), [K021552](#), and [K043036](#) of the Real Property Records of Harris County, Texas.

[EXHIBIT B CONTINUES ON FOLLOWING PAGE]

- u. Terms, conditions and stipulations of Memorandum of Lease recorded under Harris County Clerk's File No(s). [X342745](#) of the Real Property Records of Harris County, Texas.
- v. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File No. [H076392](#) of the Real Property Records of Harris County, Texas.
- w. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File No(s). [H122179](#) and [H496438](#) of the Real Property Records of Harris County, Texas.
- x. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File No(s). [H942047](#) of the Real Property Records of Harris County, Texas.
- y. Terms, conditions and stipulations of Memorandum of Contract(s) recorded under Harris County Clerk's File No(s). [J355102](#) of the Real Property Records of Harris County, Texas.
- z. Terms, conditions and stipulations of Memorandum of Sale recorded under Harris County Clerk's File No(s). [X294219](#) of the Real Property Records of Harris County, Texas.
- aa. Terms, conditions and stipulations of Land -Use Restriction Agreement recorded under Harris County Clerk's File No. [P875138](#), and refiled under [R863016](#) and supplemented by [T446872](#) of the Real Property Records of Harris County, Texas.
- ab. Terms, conditions and stipulations of Declaration of Land Use for Low-Income Housing Credits recorded under Harris County Clerk's File No(s). [R724436](#) and [S262369](#) both of the Real Property Records of Harris County, Texas.
- ac. Memorandum of Lease by and between BPC Pines of WB, LLC and CSC ServiceWorks as set forth in instrument recorded under Clerk's File No. [2018-266561](#), Official Records of Harris County, Texas.

EXHIBIT C

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

SPECIAL WARRANTY DEED

_____, a _____ (“Grantor”), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto _____, a _____ (“Grantee”) the tract or parcel of land in Harris County, Texas, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in and to any oil, gas, and other minerals that are in, on and under the Land and that may be produced from it, and in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the “Property”).

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject solely to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee's address is: _____.

EXECUTED as of _____, 20__.

a _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____,
_____ of _____, a _____, on behalf of said _____.

Notary Public, State of _____

EXHIBIT A

LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B

PERMITTED EXCEPTIONS

[TO BE INSERTED]

EXHIBIT D

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

(The Heights at Post Oak Apartments)

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION is made as of the ____ day of _____, 20__, by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

W I T N E S S E T H :

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All right, title and interest of Assignor in and to all tangible personal property ("**Personalty**") set forth in the inventory on Exhibit A attached hereto and made a part hereof, and located on, and used in connection with the management, maintenance or operation of that certain land and improvements located in the County of Harris, State of Texas, as more particularly described in Exhibit B attached hereto and made a part hereof ("**Real Property**"), but excluding tangible personal property owned or leased by Assignor's property manager or the tenants of the Real Property under the Tenant Leases (as defined below).

(b) All right, title and interest of Assignor in and to those certain written leases listed on Exhibit C attached hereto and made a part hereof (the "**Tenant Leases**"), relating to the leasing of space in the Real Property and all of the rights, interests, benefits and privileges of the lessor thereunder, and to the extent Assignee has not received a credit therefor under the Purchase and Sale Agreement dated as of _____, 202__, all prepaid rents and security and other deposits held by Assignor under the Tenant Leases and not credited or returned to tenants, but subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases.

(c) To the extent assignable, all right, title and interest of Assignor in and to those certain contracts set forth on Exhibit D attached hereto and made a part hereof, and all warranties, guaranties, indemnities and claims (including, without limitation, for workmanship, materials and performance) and which exist or may hereafter exist against any contractor, subcontractor, manufacturer or supplier or laborer or other services relating thereto (collectively, the "**Contracts**").

(d) All right, title and interest of Assignor in and to those agreements set forth on Exhibit E attached hereto and made a part hereof (the "**License Agreements**").

2. Assignee hereby accepts the assignment of the Personalty, the Tenant Leases, the Contracts and the License Agreements and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

3. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof. Specifically, and without limiting the foregoing, the foregoing indemnity shall not apply to claims from tenants or other persons against Assignor related to an event occurring on or with respect to the Real Property, Personalty, Tenant Leases, Contracts and License Agreements on or after to the date hereof.

4. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Tenant Leases, Contracts or License Agreements, to the extent arising from actions or omissions

of Assignor prior to the date hereof, or any cost, liability, damage or expense (including attorneys' fees) arising from an event or occurrence occurring prior to the date hereof.

5. This Bill of Sale, Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption as of the date first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

- Exhibit A Personalty
- Exhibit B Real Property
- Exhibit C Tenant Leases
- Exhibit D Contracts
- Exhibit E License Agreements

EXHIBIT E

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____ ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("**Transferor**"), the undersigned, in their capacity as _____ of _____, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated as of _____, 20__.

a _____

By: _____
Name: _____
Title: _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____, 20____, by _____,
_____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

EXHIBIT F

NOTICE TO TENANTS

_____, 20____

Dear Tenant:

You are hereby notified that _____ ("**Seller**"), the current owner of The Heights at Post Oak Apartments in Houston, Texas (the "**Property**") and the current owner of the landlord's interest in your lease in the Property, has sold the Property to _____ ("**New Owner**"), as of the above date. In connection with such sale, Seller has assigned and transferred its interest in your lease and your security deposit thereunder in the amount of \$ _____ (the "**Security Deposit**") to New Owner, and New Owner has assumed and agreed to perform all of the landlord's obligations under your lease (including any obligations set forth in your lease or under applicable law to repay or account for the Security Deposit) from and after such date. New Owner acknowledges that New Owner has received and is responsible for the Security Deposit.

Accordingly, (a) all your obligations under the lease from and after the date hereof, including your obligation to pay rent, shall be performable to and for the benefit of New Owner, its successors and assigns, and (b) all the obligations of the landlord under the lease, including any obligations thereunder or under applicable law to repay or account for the Security Deposit, shall be the binding obligation of New Owner and its successors and assigns. Unless and until you are otherwise notified in writing by New Owner, the address of New Owner for all purposes under your lease is:

Very truly yours,

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

NEW OWNER:

_____,
a _____

By: _____
Name: _____
Title: _____

e.

Bank Comfort Letter



JPMorgan Chase Bank N.A.
Wilshire Center
3731 Wilshire Blvd
Los Angeles, California 90010

BANK COMFORT LETTER

Date: 1 April 2021
To: HSBC BANK PLC
Reference: Transaction Code: FM.1B.JPM.OMAHA.MAR2021

BANK COMFORT LETTER (BCL)

Dear Sirs,

We, Chase Bank, N.A., at 3731 Wilshire Boulevard, Los Angeles CA 90010 USA, as per instructions of our client, -Omaha International Investment LP, Christopher R. Brown, Managing Member, hereby confirm with full banking responsibility that our client herein-referenced Account Holder, -Omaha International Investment LP, as of April 1, 2021, has, on deposit, in the Account Number 0000 [REDACTED] cash funds in the total amount of USD \$995,348,752.42 (Nine Hundred Ninety Five Million, Three Hundred Forty Eight Thousand, Seven Hundred Fifty Two Dollars and Forty Two Cents USD).

Further, we confirm that the funds are legally owned by our client herein-referenced Account Holder, Omaha International Investment LP, of good, clean and non-criminal origin and that they are unencumbered and freely disposable. We confirm that our Account Holder has full custody over the cash funds in their account and the funds shall remain reserved under their exclusive instructions.

We do hereby authorize the recipient Bank Officer to confirm with our Bank JP Morgan Chase Bank N.A., 3731 Wilshire Boulevard, Los Angeles CA 90010 USA, and the undersigned officers on a bank-to-bank basis, the availability and authenticity of this Bank Comfort Letter.

FOR AND ON BEHALF OF BANK

Manuel Sanchez
Personal Banker
Private Client Services
(213)788-2860

Kenneth Hommer
Personal Banker
Private Client Services




JPMorgan Chase Bank N.A.
 Wilshire Center
 3731 Wilshire Blvd
 Los Angeles, California 90010

Deposit Account Balance Summary

Date: April 1, 2021

Requestor information:

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
00000 [REDACTED]	Checking	Sept 3, 2020	\$995,348,752.42	\$997,463,079.37
Customer Information				
Banker Name: Manuel Sanchez			Account Name:	
Title: Personal Banker			Omaha International Investment, L.P. - Christopher R. Brown	
Signature: 				
Date: 4/1/2021				
Phone: 213-788-2860				

Deposit Account Balance Summary request completed by:

Chase
 Wilshire Center
 3731 Wilshire Blvd
 Los Angeles, California 90010
 Telephone: 213-788-2860
 Facsimile: 213 736 8872

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.



JPMorgan Chase Bank N.A.
Ohio/West Virginia Markets
P O Box 260180
Baton Rouge, LA 70826-0180

March 2, 2021 through April 1, 2021
Primary Account: 0000

CUSTOMER SERVICE INFORMATION

WebSite: www.Chase.com
Service Center: 1-800-935-9935
Hearing Impaired: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



00013422 DDA 001 LA 10205 - YYN T 1 00000000 07 0000

Omaha International Investment, L.P. - Christopher R Brown
9715 West Broward Blvd #303
Plantation, FL 33324



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$995,348,097.23
Deposits and Additions	5	29,206.45
Checks Paid	7	-13,885.39
Other Withdrawals, Fees & Charges	4	-14,665.87
Ending Balance	16	\$995,348,752.42

This message confirms that you have overdraft protection on your checking account.

Manuel Sanchez 4/1/2021
Personal Banker
Private Client Services

Kenneth Hommer 4/1/2021
Personal Banker
Private Client Services

f.

Proposal to Provide a Good Faith Account Deposit (\$16,250,000).

**Real Estate | Renewable Energy
Investment Banking Since 1966.**



Investments | Lending & Capital Markets | Structured Finance

2637 Peachtree Road, NE | Suite 3071 Atlanta, Georgia 30305

_____, 2021

Elliott Aronson
Iliad Realty Group
180 Varick Street, Suite 1100
New York, NY 10014

Re: Proposal to Provide Good Faith Account Deposit
Dear Mr. Elliott Aronson:

This letter (this "**Letter**") is intended to summarize the principal terms of an agreement between [BORROWER] The 33-53 Williams Foundation-Victor F. Russell, 3701 Maywood Ct, Ste. 101 Carrollton, TX 75007, and [GFA Owner] Elliott Aronson-Iliad Realty Group 180 Varick Street, Suite 1100 New York, NY 10014, to provide funding for a Good Faith Account, for the benefit of BORROWER for and in connection with BORROWER's satisfaction of certain loan conditions related to BORROWER's loan from Brown Capital Funding International ("BCFI"), subject to and contingent upon the final execution of a GFA Agreement (defined below) upon the following terms and conditions:

- 1) **BCFI Loan:** BORROWER is a party to that certain Loan Commitment Letter from BCFI to BORROWER under which BCFI agrees to provide to BORROWER The 33-53 Williams Foundation-Victor F. Russell, 3701 Maywood Ct, Ste. 101 Carrollton, TX 75007 in a senior loan facility (herein "Loan Facility") for the purpose of providing BORROWER funds to acquire a \$65,000,000.00 (sixty five million) purchase of a 940 unit Multifamily property, the Heights at Post Oaks Apartments-12500 Dunlap Street, Houston TX 77035, consistent with the Business Plan attached hereto as Exhibit A.

Good Faith Account (GFA): BCFI, as a condition of the Loan Facility, has required BORROWER to establish with Citibank, Chase Bank, or other major U.S. or major London banking institution an interest-bearing account and to deposit into that account a sum of 25% of the total BCFI Loan Facility (herein "Good Faith Account" or "GFA"), in this instance, \$16,250,000.00 (sixteen million two hundred fifty thousand) ["Original GFA Balance"].

- 2) **Terms of GFA Deposit:** GFA Owner has agreed to accommodate and to open a GFA for \$16,250,000.00 (sixteen million two hundred fifty thousand) in a financial institution of GFA Owner's choice, within seven (7) days of the date hereof.
 - **GFA Interest Rate:** BORROWER agrees to pay GFA owner eight (8%) interest based on the GFA deposit balance, rounded up to equal \$1,517,000.00 (one million five hundred seventeen thousand) dollars in 12 equal payments for closing.
 - **Interest Escrow:** BORROWER agrees to fund fourteen (14) months interest in advance, following the BORROWER and BCFI loan closing; the escrow will be deposited in a separate account at the GFA Owner's designed bank.
 - **Interest Payment.** The escrow account will be visible to the GFA Owner's representative and auto drafted payments quarterly at beginning the day of BCFI's closing & funding of BORROWER's Loan Facility.

- 3) **Timing of Deposit and Closing of Loan Facility:** BORROWER and BCFI hereby represent to GFA Owner that they reasonably believe that Loan Facility will close within sixty to ninety (60-90) days of the funding of GFA. If the Loan Facility is not fully-executed and the first monthly disbursement released within ninety (90) days of the date the GFA is established and funded, then GFA Owner shall have the option to either:
- a) **Grant Extension:** GFA Owner can grant BORROWER and BCFI additional time to close and fund the Loan Facility; or
 - b) **Terminate:** GFA Owner can terminate and dissolve the GFA.
- 4) **Administration of GFA:** The GFA shall be subject to the following terms and conditions:
- a) **Sole Owner:** The GFA Owner is and shall remain the sole owner of the GFA and, further, the GFA Owner shall have sole and exclusive control over any account activity, including but not limited to deposits, withdrawals, wire transfers, or any other instructions related to such GFA.
 - b) **Not Subject to Claims:** The GFA is not subject to any claims or demands of BCFI or any other lender listed in the Loan Facility.
 - c) **Sole Signatory:** The GFA Owner shall have sole signatory authority over GFA.
 - d) **No Collateral:** The GFA is not collateral for Loan Facility or any other obligation between BORROWER and BCFI (or any other lender listed in the Loan Facility)
 - e) **No Right to Withdraw:** BCFI and any lender listed in Loan Facility shall not have ability or right to withdraw GFA funds, to pledge GFA funds, or any other rights or access to GFA funds.
 - f) **Sole Property of GFA Owner:** The GFA, from the moment of deposit of GFA funds until the termination of the GFAs, is and shall remain the sole and exclusive property of GFA Owner. GFA Owner is entitled to any and all interest earned on such account and shall be responsible for any and all taxes related to such earned interest.
 - g) **Lender Representative:** BCFI and/or any lender listed in the Loan Facility shall have the right to designate one representative for the purpose of confirming the existence of the GFA and having reasonable access to such account for the sole purpose of monitoring the activity in the GFA.
 - h) **Release Date:** GFA funds shall be released to GFA Owner twelve (12) months after the date the GFA is established.
 - i) **Administrative Hold:** The GFA will subject to an administrative hold, upon terms and conditions acceptable to the financial institution used for GFA, for a period of twelve (12) months (herein "Administrative Hold"). During such Administrative Hold period the GFA Owner shall maintain the Original GFA Balance and shall not, at any time during the Administrative Hold Period, make any withdrawals or transfers from the GFA or allow the GFA to fall below the Original GFA Balance; except that after an initial seasoning from the date hereof, GFA Owner shall have the right to petition BCFI (in its capacity as Agent for lender under Loan Facility) and request an early emergency release of funds from the GFA and such request shall not be unreasonably withheld.
 - j) **Mandatory Release of Administrative Hold and Termination of GFA Requirement:** BCFI and any lender listed in Loan Facility shall, within five (5) business days of the date the first loan payment is received by BCFI or any lender listed in the Loan Facility, communicate to the financial institution where the GFA is maintained that the Administrative Hold is "released" and "terminated" and that GFA Owner is free from any conditions, restrictions or limitations, of whatever kind or nature. Further, upon receipt of the first payment under Loan Facility, BCFI and any lender listed in Loan Facility understand and agree that BORROWER is no longer required to maintain a GFA or maintain any type of balance within the GFA

- k) If BCFI (or any lender listed in the Loan Facility) fail or refuse to provide the communication of the termination of the Administrative Hold, BCFI and such lenders hereby agree that to liquidated damages of the greater of 1.5% per month of the then outstanding balance the GFA, computed at the daily rate, for each and every day that GFA Owner is prevented unencumbered access to and use of the GFA funds.
- 5) **No Guaranty:** GFA Owner is not and shall not, in any manner whatsoever, be a party to, surety for or guarantor of any obligations between BORROWER and BCFI or any other lender listed in Loan Facility.
- 6) **No Partnership, Joint Venturers, or Otherwise Connected in Business:** BCFI and any lender listed in Loan Facility, acknowledges, recognizes and agrees that BORROWER and GFA Owner are not, in any manner, partners, joint ventures or co-ventures, business associates, or otherwise connected in business, other than GFA Owner's willingness to provide to BORROWER funds sufficient for BORROWER to satisfy the condition of the GFA Account. GFA Owner shall, as a condition to providing to BORROWER funds sufficient to fund the GFA Account, have the right to insist that BORROWER, BCFI and any lender listed in Loan Facility execute such documents as are reasonably necessary to show and confirm GFA Owner is not, and cannot, under any scenario be held responsibility for any act or omission of BORROWER or any of its principals and that the GFA Account is not, and shall never be subject to any liens or claims, of whatever kind or nature, between BORROWER and either BCFI and/or any lender listed in the Loan Facility. GFA Owner shall have the right to insist that BORROWER, BCFI and any lender listed in Loan Facility execute such documents as reasonably necessary to confirm that GFA Owner will receive 100% of all GFA funds, together with any accrued interest, at the earlier of twelve (12) months from the date of this agreement or such earlier time as lender is willing to allow for an earlier release of funds, upon the request of GFA Owner.
- 7) **No Injunctive Relief:** BCFI and any lender listed in Loan Facility, hereby acknowledges and agrees that any and all claims that they have or may have against BORROWER and/or any representative of BORROWER, whether legal or equitable in nature, shall be brought solely against BORROWER and/or its principals. BCFI and any lender listed in Loan Facility acknowledges and agrees that the GFA, although a precondition to the Loan Facility, is not and shall not be subject to any claims that it/they may have against BORROWER or its principals. BCFI, for itself and any lender listed in Loan Facility, hereby waives any claims or rights that it has to seek legal or equitable relief, including but not limited to a claim to freeze the GFA or enjoin or prevent GFA Owner from having access to or use of the GFA or its funds. BCFI, for itself and any lender listed in Loan Facility, agrees that its sole and exclusive remedy is and shall be to seek claims, whether equitable or legal, against BORROWER and hereby covenants not to initiate any type of legal action (whether legal or equitable in nature) against GFA Owner, for any claim, for any reason. Likewise, BCFI, for itself and any lender listed in Loan Facility, agrees that it will not initiate any type of legal action, the design of which is to make a claim against the GFA or the funds therein. BCFI (for itself and acting as Agent on behalf of any lender listed in the Loan Facility) hereby waives any and all claims or rights that has to bring any type of legal action against GFA Owner or any claims that would in any manner encumber the GFA or funds therein. The only claim that is preserved by BCFI and/or any lender listed in Loan Facility, is a claim that GFA Owner shall be required to maintain the Original GFA Balance during and throughout the aforementioned Administrative Hold period (subject only to the provision that GFA Owner may request early release of some of the funds for emergency purposes and such will not be unreasonably withheld).
- 8) **Information to GFA Owner:** Within five days of the acceptance of this Letter of Intent by all parties, BORROWER and BCFI shall provide to GFA Owner such documents as reasonably requested to confirm the Loan Facility and the terms and conditions of GFA.
- 9) **Due Diligence Period:** GFA Owner shall have a period of 5 days (5) days to conduct due diligence (the "**Due Diligence Period**") which shall commence on the date of this agreement and shall expire at 6:00 p.m., EST, on the 5th day following execution of this agreement.
- 10) **Closing Time and Contingencies:** Closing shall occur on or before [REDACTED], subject to the due diligence period and the parties entering into a definitive agreement.

- 11) **Proposed Definitive Agreement:** As soon as reasonably practicable after the execution of this Letter, the Parties shall commence to negotiate a definitive GFA Agreement, which shall be executed by GFA Owner and BORROWER, and shall include such agreements and certifications of BCFI (and any lender listed in the Loan Facility) as necessary to satisfy the terms and conditions set forth herein. The definitive agreement would include the terms summarized in this Letter and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind and are not inconsistent with this Letter. The Parties shall also commence to negotiate ancillary agreements to be drafted by BORROWER's counsel.
- 12) **Governing Law:** This letter shall be governed by and construed in accordance with the laws of the State of Georgia.
- 13) **Expenses:** The Parties will each pay their own transaction expenses incurred in connection with the proposed transaction.
- 14) **No Binding Agreement:** This Letter reflects the intention of the Parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party. No contract or agreement providing for any transaction shall be deemed to exist between the parties unless and until a final definitive agreement has been executed and delivered.
- 15) **Miscellaneous:** This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter have been inserted for reference only and shall not be deemed to be a part of this Letter.
- 16) **Assignment:** BORROWER shall have the right to assign this LOI and any agreement referenced herein to an established entity and controlled by BORROWER.

Entered as of this _____ day of _____.

X _____
Elliott Aronson-Iliad Realty Group
GFA Owner

X _____
The 33-53 Williams Foundation-Victor F. Russell-Executive Director
BORROWER

X _____
Brown Capital Funding International-Christopher R. Brown-Managing Member
Lender

From: [Tamea A. Dula](#)
To: [Bobby Wilkinson](#)
Cc: [Rosalio Banuelos](#); [Lucy Trevino](#); [Elliott Aronson](#); [Barry Palmer](#)
Subject: #95007; Heights at Post Oak – Phase II (formerly known as Pines of Westbury, Phase II); - Appeal of Executive Director's ROFR Determination
Date: Tuesday, May 25, 2021 3:29:23 PM

Mr. Wilkinson,
As indicated in my appeal letter dated May 4, 2020, our client BPC PINES WB LLC wishes to appeal your determination of May 18, 2021 to the TDHCA Board. We respectfully request that the appeal be put on the Agenda for the June 17, 2021 Board Meeting. If anything further is needed, please let me know.

Thank you.

Tamea

Tamea A. Dula

Of Counsel

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A PROFESSIONAL CORPORATION

*Board Certified, Commercial Real Estate Law
Texas Board of Legal Specialization*

9 Greenway Plaza
Suite 1000
Houston, TX 77046
Direct: [713.653.7322](tel:713.653.7322) Fax: 713-890.3918
tdula@coatsrose.com
www.coatsrose.com

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www.tdhca.state.tx.us

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Sharon Thomason, *Member*

May 18, 2021

Writer's direct dial: (512) 475-3296
Email: bobby.wilkinson@tdhca.state.tx.us

Tamea A. Dula
Coats Rose
9 Greenway Plaza, Suite 1000
Houston, TX 77046
Via email: tdula@coatsrose.com

RE: THE HEIGHTS AT POST OAK APARTMENTS, PHASE II (THE DEVELOPMENT)
HTC #95007
APPEAL OF RIGHT OF FIRST REFUSAL PER 10 TAC §10.407(J)

Dear Ms. Dula:

The Texas Department of Housing and Community Affairs received your letter as of May 4, 2021, appealing, on behalf of BPC Pines WB LLC (the Owner), the determination by the Asset Management Division that a response to a Right of First Refusal (ROFR) posting by The 33-53 Williams Foundation (the Foundation) is a bona fide offer by a Qualified Nonprofit Organization pursuant to the Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits dated October 1, 1996 (the Phase II LURA), which specifies that the Owner shall consider a "bona fide offer to purchase for fair market value."

Your letter explains that the Owner has a pending third party Purchase and Sale Agreement dated September 29, 2020, as amended (collectively, the Contract) for the sale of the two phases of the property for \$56,500,000.00, subject to the completion of the ROFR process on the Development. At the request of TDHCA Staff, an amendment to the Contract allocates the purchase price between the two phases (Phase I -\$22,662,150.00; Phase II - \$33,837,850.00), and Staff reviewed and approved the specific language making the Contract conditioned upon satisfaction of the ROFR requirement. The Development was posted on the ROFR listing on January 13, 2021, and the 90-day posting was completed on April 14, 2021.



During the ROFR posting period, The 33-53 Williams Foundation (the Foundation), a Texas 501(c)(3) corporation, presented a Letter of Intent for the purchase of the Development for \$57,250,000.00 (the LOI). Your letter states that the LOI does not comply with the ROFR Notice insofar as it requires sale of both Phase I and Phase II while only Phase II was offered pursuant to the ROFR posting. You further state that the LOI does not have any mechanism for the purchase of only Phase II, and is therefore, not responsive to the ROFR posting. Additionally, your letter explains that, under the terms of the Second Amendment to the Contract, the purchaser under the Contract has the right to purchase Phase I by itself if Phase II is bought pursuant to the ROFR. You state that accepting the Foundation’s LOI would force the Owner into default under the Contract by creating a cloud on the title to Phase I. As a result, the Owner would not be able to convey Phase I independently pursuant to the Contract, even though Phase I is not burdened by a ROFR requirement.

In addition to the issues raised above, you are concerned that a completely non-binding letter of intent, disavowable by the offeror at any time, would be considered a bona fide offer under the Department’s current interpretation of the ROFR regulations. You state that no earnest money was provided, no information concerning the financial capability of the Foundation was provided, and no information concerning the proposed financing of the Development was offered, except an inference that the Foundation might intend to assume the existing financing. You state there is no indication that the Foundation has any “skin in the game” in presenting its LOI, and the dearth of terms creates doubt as to whether the LOI rises to the level of an “offer”, much less an offer made in good faith. In conclusion, you ask that the decision by Staff that the LOI is a “bona fide offer to purchase” be overturned and that the Owner be determined to have complied with the ROFR Notice.

If accepted by the Owner, the LOI will result in the execution of an enforceable, valid and binding contract once all parties have agreed to certain terms. In the event that the nonprofit fails to close the transaction, the ROFR provision is satisfied if the failure is determined to not be the fault of the Development Owner and the Development Owner received no other bona fide offers from a Qualified Nonprofit Organization, in accordance with 10 TAC §10.407(f)(1)(B). Therefore, I sustain staff’s determination that the LOI is a “bona fide offer to purchase.”

If you are not satisfied with this determination, you may appeal in writing directly to the Board, in accordance with 10 TAC §1.7(f). The appeal must be submitted in writing within seven calendar days from the date of this letter.

Sincerely,



Bobby Wilkinson
Executive Director

RW/RB

cc: Elliott Aronson
Barry Palmer

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TAMEA A. DULA
OF COUNSEL

tdula@coatsrose.com
Direct Dial
(713) 653-7322
Direct Fax
(713) 890-3918

May 4, 2021

By Email to bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: #93074; Heights at Post Oak – Phase I (formerly known as Pines of Westbury, Phase I);
#95007; Heights at Post Oak – Phase II (formerly known as Pines of Westbury, Phase II);

Appeal of Right of First Refusal Process per 10 TAC §10.407(j).

Dear Mr. Wilkinson:

This is an appeal of the determination by Asset Management Division that a response to a Right of First Refusal (“ROFR”) posting by The 33-53 Williams Foundation (the “Foundation”) is a *bona fide* offer by a Qualified Nonprofit Organization pursuant to the relevant Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits dated October 1, 1996 (the “Phase II LURA”).

Our law firm represents BPC PINES WB LLC (“Owner”), a Delaware limited liability company that is the owner of Heights at Post Oak, Phases I and II (collectively, the “Development”). The Development is 100% section 42 rent and income restricted for the General Population with Phase I being 377 units and Phase II being 563 units. Some of the amenities are shared between the two Phases. The Phase II LURA contains a ROFR provision (please see Exhibit A- the “ROFR Notice”), but the LURA for Phase I does not. The Phase II ROFR Notice provides that the Owner shall consider a “*bona fide* offer to purchase for fair market value.”

The Owner has a pending third party Purchase and Sale Agreement dated September 29, 2020, as amended (collectively, the “Contract”) for the sale of the Development for \$56,500,000.00, subject to the completion of the ROFR process on Phase II. At the request of TDHCA Staff, an amendment to the Contract allocates the purchase price between the two phases (Phase I - \$22,662,150.00; Phase II - \$33,837,850.00), and Staff reviewed and approved the specific language making the Contract conditioned upon satisfaction of the ROFR requirement. Phase II was posted on the ROFR listing on January 13, 2021 and the 90-day posting was completed on April 14, 2021.

9 Greenway Plaza, Suite 1000 Houston, Texas 77046
Phone: 713-651-0111 Fax: 713-651-0220
Web: www.coatsrose.com

Two offers to purchase were obtained pursuant to the ROFR posting:

1. Dwellyn LLC, a Texas limited liability company, presented a non-binding Letter of Intent for the purchase of Phase II for \$33,387,850.00. This offer did not comply with the ROFR requirement that the proposed buyer must be a Tenant Organization or a Qualified Nonprofit Organization. Upon query by Rosalio Banuelos of TDHCA, no Qualified Nonprofit Organization was identified by Dwellyn LLC.
2. The 33-53 Williams Foundation (the "Foundation"), a Texas 501(c)(3) corporation, presented a non-binding Letter of Intent for the purchase of the Development for \$57,250,000.00 (the "LOI" - please see Exhibit B). This LOI does not comply with the ROFR Notice insofar as it requires sale of both Phase I and Phase II while only Phase II was offered pursuant to the ROFR posting. The LOI does not have any mechanism for the purchase of only Phase II, and is therefore not responsive to the ROFR posting. Additionally, under the terms of the Second Amendment to the Contract, the purchaser under the Contract has the right to purchase Phase I by itself if Phase II is bought pursuant to the ROFR. Accepting the Foundation's LOI would force the Owner into default under the Contract by creating a cloud on the title to Phase I. As a result, Owner would not be able to convey Phase I independently pursuant to the Contract, even though Phase I is not burdened by a ROFR requirement.

In summary, of the two responses to the ROFR posting, the Dwellyn response did not come from an appropriate purchaser, and the Foundation response did not limit itself to Phase II, but instead included Phase I, which is not subject to a ROFR.

In addition to the issues raised above, we are concerned from a policy perspective that a completely non-binding letter of intent, disavowable by the offeror at any time, would be considered a *bona fide* offer under the TDHCA's current interpretation of the ROFR regulations. Please see Exhibit B where provisions permitting the Foundation to withdraw its LOI without any repercussion are highlighted. No earnest money was provided, no information concerning the financial capability of the Foundation was provided, and no information concerning the proposed financing of the Development was offered, except an inference that the Foundation might intend to assume the existing financing. There is no indication that the Foundation has any "skin in the game" in presenting its LOI, and the dearth of terms creates doubt as to whether the LOI rises to the level of an "offer", much less an offer made in good faith.

We have seen no evidence that the Foundation would be qualified to finance the Development. The current financing is with Freddie Mac, and the loan agreement contains 17 pages establishing stringent requirements for any assignment of the loan. The requirements for acceptable substitute guarantor(s) include liquidity and net worth requirements specified in the existing loan agreement (minimum net worth - \$5 million; minimum liquidity - 10% of the unpaid principal balance). If this is the proposed financing route, then we question whether this

Bobby Wilkinson, Executive Director

May 4, 2021

Page 3

corporation established in 2016 which does not appear to own any real estate at this time, can meet the requirements in good faith. We have been unable to locate any evidence that Form 990s have been filed with the IRS, and that usually indicates there is less than \$25,000 annual income.

In conclusion, we ask that the decision by Staff that the LOI is a “*bona fide* offer to purchase” be overturned and that the Owner be determined to have complied with the ROFR Notice. In the event that you do not grant this appeal, we request that the appeal be taken to the TDHCA Board at the earliest opportunity – preferably at the May 13, 2021 Board Meeting.

Thank you.

Sincerely,

A handwritten signature in black ink, reading "Tamea A. Dula". The signature is written in a cursive, flowing style with a long horizontal stroke at the beginning.

Tamea A. Dula

Exhibits – A & B

cc: Rosalio Banuelos
Lucy Trevino
Elliott Aronson
Barry Palmer

EXHIBIT A

Right of First Refusal to Tenant or Qualified Nonprofit Organizations for allocations prior to the 1995B cycle

If at any time after the fifteenth year of the Compliance Period, the Project Owner shall determine to sell the Project, the Project Owner shall, prior to any such sale, notify the Department of its intent to sell the Project. If, within the 90-day period following receipt of such notice, the Department shall identify one or more qualified nonprofit organizations, within the meaning of Section 42(h)(5)(C) of the Code, or tenant organizations, any of which shall make a *bona fide* offer to purchase the Project for fair market value, the Project Owner shall sell the Project pursuant to such offer. If the Department or the Project Owner shall receive *bona fide* offers to purchase the Project from more than one tenant or qualified nonprofit organization, the Project Owner shall sell the Project to the tenant or qualified nonprofit organization selected by the Department on such basis as it shall determine appropriate. The Department shall have the right to adopt procedures for identifying tenant or qualified nonprofit organizations willing to purchase the Project or evaluating *bona fide* offers to purchase the Project. The tenant or nonprofit organization's exercise of the right of first refusal shall not terminate the Extended Use Period under the terms of this Declaration.

EXHIBIT B

COMMERCIAL MORTGAGE BANKING
COMMERCIAL REAL ESTATE SALES
AND DUE DILIGENCE CONTRACTING



April 14, 2021

The Heights at Post Oak
c/o Rosalio Banuelos and Tamea A. Dula
9 Greenway Plaza, Suite 1000
Houston, TX 77046

RE: Letter of Intent for the Purchase of 940 Unit - The Heights at Post Oak - Houston TX

Dear Ms. Dula and Mr. Banuelos,

This letter of intent (the "Letter of Intent") sets forth the terms and conditions upon which The 33-53 Williams Foundation, Carrollton, Texas will purchase the 940 unit Houston (Harris County) MF property secured by 1 property in zip code 77035. This Letter of Intent represents an expression of intent and the final and binding agreement is subject to the execution of additional documents, including a purchase and sale agreement.

It is the intent of the parties hereto to enter into a purchase and sale agreement that contains the following terms and conditions:

- 1.) PURCHASER: The 33-53 Williams Foundation, a Texas Chartered 501(c)(3) (the "Purchaser")
- 2.) SELLER(s): Apple Way Investment Group. LLC, a Texas LLC (the "Seller")
- 3.) PROPERTY DESCRIPTION: Multifamily property of 940 units secured by the 1 apartment community on 39.46 acres (the "Property").
- 4.) PURCHASE PRICE: The purchase price of \$57,250,000.00 (fifty-seven million two hundred & fifty thousand no/100) for the 1 property of 940 units for the following 1 Property:
 - i. 940 Units-12500 Dunlap Street-Houston, Texas 77035 (Harris County)
 - Total 940 Units

5.) PURCHASE TERMS: The Cap X replacement reserves per any Agency assumption requirements will be credited accordingly against any sales price.

6.) PURCHASE AND SALE AGREEMENT: Within fifteen (15) calendar days of Purchaser's receipt of Seller's acceptance of this Letter of Intent, Purchaser shall deliver a draft purchase and sale agreement to Seller. Purchaser and Seller shall make their best efforts to execute a final mutually acceptable purchase and sale agreement (the "Purchase and Sale Agreement") within twenty-five (25) calendar days from the date that the Seller accepts this Letter of Intent.

*3701 Maywood Court, Carrollton, Texas 75007
(972) 394-3324-Direct / (972) 492-6753-Fax
Corporate Email: vicrussell@mmr-realtyadvisors.com*

COMMERCIAL MORTGAGE BANKING
COMMERCIAL REAL ESTATE SALES
AND DUE DILIGENCE CONTRACTING

7.) **EARNEST MONEY DEPOSIT:** Within seven (7) calendar days of mutual acceptance of the Purchase and Sale Agreement, Purchaser shall place into escrow an earnest money deposit of Five Hundred Thousand Dollars (\$500,000.00) (the "Earnest Money"). All Earnest Money shall become non-refundable upon waiver of Purchaser's contingencies described in TDHCA LURA below. All Earnest Money shall apply towards the Purchase Price.

8.) **PURCHASER'S CONTINGENCIES:** The Purchase and Sale Agreement shall incorporate the following Purchaser's contingencies:

A.) **Review of Documents:** Within twenty (20) calendar days of mutual acceptance of the Purchase and Sale Agreement, Seller shall provide to Purchaser copies of the documents requested by Purchaser.

B.) **Due Diligence Review:** Purchaser shall have sixty-days (60) calendar days from the receipt of all documents outlined in Section 8A to complete a full due diligence review for any LURA's, TDHCA amendments, assumable Mortgages, Notes and existing Underwriting criteria that requires a perfected lien position or any TDHCA approvals on the aforementioned Property, at the Purchaser's expense.

C.) **If Any, Loan Assumption Approvals:** Purchaser shall be responsible for securing all property Loan approvals from the current Servicers by not later than twenty (20) calendar days prior to a stipulated closing date for the property of 940 units and 1 property as referenced in the LOI.

9.) **CLOSING DATE:** The parties intend to close this transaction within forty-five (45) calendar days from the date that Purchaser completes Purchaser's due diligence review.

10.) **ESCROW AGENT/TITLE COMPANY:** This transaction shall be closed at Fidelity National Commercial Title insurance company offices in Houston, Texas.

11.) **CLOSING COSTS:** Purchaser and Seller shall each pay their respective attorney's fees. Standard coverage title insurance and any and all transfer or sales taxes and broker fees shall be Seller's obligation, except for Purchaser's prior written brokerage agreement with MMR Realty Advisors in an amount covered in a separate agreement which shall remain the obligation of Purchaser. Purchaser shall pay the incremental premium for extended coverage title insurance, if any. Recording fees, escrow fees and all other costs and charges of the escrow and closing shall be paid by Purchaser.

12.) **ASSIGNMENT:** Purchaser shall have the right to assign its rights and obligations under this Letter of Intent and the Purchase and Sale Agreement to any entity controlled by or under common control of Purchaser.

13.) **1031 EXCHANGE:** Seller and Purchaser agree to cooperate with each other in accomplishing a tax deferred exchange(s) (a "1031 Exchange"). Neither Seller nor Purchaser shall be required to incur any additional expenses, which may arise from the 1031 Exchange requested by the other party. Purchaser will not be executing a 1031 Exchange for this transaction.

14.) **REPRESENTATION AND WARRANTIES:** The Purchase and Sale Agreement shall contain customary covenants, agreements, representations and warranties.

COMMERCIAL MORTGAGE BANKING
COMMERCIAL REAL ESTATE SALES
AND DUE DILIGENCE CONTRACTING

15.) **GOOD FAITH AND STANDSTILL:** The parties shall make good faith efforts to negotiate the final Purchase and Sale Agreement. During the period of negotiations between Seller and Purchaser, Seller shall not offer the Properties or any interest or rights therein or thereto for sale to any party other than Purchaser, nor shall Seller enter into negotiations with any other party for the disposition of the Properties or any interest or rights therein.

Purchaser and Seller understand that the outline of this Letter of Intent (LOI) described above is not, nor is it intended to be, a binding Purchase and Sale Agreement. Furthermore, the parties understand that the purpose of this outline is to initiate work towards acceptable terms by which to draft a Purchase and Sale Agreement that will be mutually acceptable to both parties. This Letter of Intent is not intended to constitute an agreement that is legally binding on the parties and is not intended to be relied upon by the parties as constituting a final agreement. This Letter of Intent is written with the understanding that no party will be bound by any of its terms until negotiations have been concluded and a definitive Purchase and Sale Agreement has been executed covering all of the foregoing and such additional matters as the parties deem appropriate.

The undersigned contemplate that they will continue negotiations relating to the proposed transaction, but they each specifically reserve the right to terminate such negotiations, at any time, with or without cause.

Neither the expenditure of funds by either party nor the undertaking of any action to investigate or negotiate the Properties will be regarded as the partial performance of a binding agreement or entitle the party expending funds or taking action to any right to assert claims, whether under a theory of promissory estoppel or otherwise, for reimbursement or damages against the other party.

If the above terms are acceptable to Seller, please sign below and return a copy to Purchaser by the close of business on Tuesday, April 20, 2021.

This Letter of Intent is agreed and accepted:

PURCHASER:

SELLER:



Signature

Signature

The 33-53 Williams Foundation
Company

Company

By: Victor F. Russell-President

By: _____

Date: April 14, 2021

Date: _____