


APPLICATION CHECKLIST/ INFORMATION FORM				
DEVELOPER NAME: Austin Habitat for Humanity		BORROWER ENTITY NAME : Austin Habitat for Humanity		
DEVELOPMENT NAME : Prospect Heights		FUNDING CYCLE DEADLINE : May 3, 2024		
FEDERAL TAX ID NO: 74-2373217		DUNS NO: 603218900		
PROJECT ADDRESS: 1142 Poquito St. 78702		PROGRAM : RHDA / OHDA: OHDA		
CONTACT NAME: Kate Reznick		AMOUNT REQUESTED: \$1,200,000		
CONTACT ADDRESS AND PHONE : 500 W. Ben White Blvd. 78704; 512-884-5149				
APPLICATION TABS				INITIALS
A 1	EXECUTIVE SUMMARY/PROJECT PROPOSAL			KR
A 2	PROJECT SUMMARY FORM			KR
A 3	PROJECT TIMELINE			KR
A 4	DEVELOPMENT BUDGET			KR
A 5	OPERATING PRO FORMA			KR
A 6	SCORING SHEET			KR
ATTACHMENT TABS				
1	ENTITY INFORMATION	1.a.	Detailed listing of developer's experience	KR
		1.b.	Certificate of Status	KR
		1.c.	Statement of Confidence	N/A see tab
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	KR
		2.b.	Resumes of development team	KR
		2.c.	Resumes of property management team	N/A see tab
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	KR
		3.b.	Certified Financial Audit	KR
		3.c.	Board Resolution	KR
		3.d.	Financial Statements	N/A see tab
		3.e.	Funding commitment letters .	KR
4	PROJECT INFORMATION	4.a.	Market Study	KR
		4.b.	Good Neighbor Policy	KR
		4.c.	SMART Housing Letter	KR
		4.d.	MOU with ECHO	N/A see tab
		4.e.	Resident Services	KR
5	PROPERTY INFORMATION	5.a.	Appraisal	KR
		5.b.	Property Maps	KR
		5.c.	Zoning Verification Letter	KR
		5.d,	Proof of Site control	KR
		5.e.	Phase I ESA	KR
<p>The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct.</p> <p><i>Unsigned/undated submissions will not be considered.</i></p>				
SIGNATURE OF APPLICANT		DATE AND TIME STAMP OF RECEIPT		
 PRINTED NAME Michele Anderson TITLE OF APPLICANT Chief Executive Officer DATE OF SUBMISSION 26-Apr-24		<div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
		FOR AHFC USE ONLY		

AUSTIN HABITAT FOR HUMANITY
APPLICATION FOR OWNERSHIP HOUSING DEVELOPMENT ASSISTANCE
(OHDA) - 2024

EXECUTIVE SUMMARY

Austin Habitat for Humanity is requesting support of \$1,200,000 from the City of Austin to create 12 units of affordable housing at Prospect Heights in East Austin (Council District 1).¹ We are working with the Housing Authority of the City of Austin (HACA) to develop this land into six duplexes, with two targeted marketing periods to be offered to HACA tenants wishing to become homeowners, one currently expected to close September 1, 2024 and one June 1, 2025.

All homes will be built in 2025, using subcontracted labor, skilled tradespeople and Austin Habitat volunteers, primarily from corporate sponsors, faith groups and service teams. All homes are expected to close by March of 2026.

The partnership will provide access to homeownership as part of a leasehold agreement, in which HACA will form a special-purpose entity (SPE) that will continue to own the land. Austin Habitat will build the 12 homes through a master development agreement with the SPE; qualified families will purchase the homes through Habitat and its lending partners; and each family will sign a land-lease agreement with the SPE. This structure allows HACA to partner with Austin Habitat to offer affordable homes for purchase while complying with their requirements. This structure will be disclosed to all potential partner families during the qualification process.

Prospect Heights is located in East Austin, within the City's Homeownership Preservation District A, on the site of the Rosewood Courts development established in 1939 as part of the New Deal. Built with the support of then-Congressman and future President, Lyndon Baines Johnson, Rosewood Courts was the first African American public housing in America. Our team is proud to be a part of this redevelopment that shows how far the City has come since the days of segregation, and to offer homeownership to diverse local families, including members of populations that have previously been systematically denied the right to a home of their own.

The area is currently in late-stage gentrification, and many families who have lived in this neighborhood for generations are being forced out. Austin Habitat aims to provide opportunities for families to stay, including HACA tenants who qualify. The unit mix and pricing is as follows:

Number of Units	Type	Bedrooms	Square Feet	Expected Pricing
11	Duplex	3	1,400	\$156,600
1	Duplex	4	1,700	\$182,700

All units will be sold to partner families whose annual household income is at or below 80% of the Median Family Income (MFI) for the Austin-Round Rock Metropolitan Statistical Area (MSA), currently \$93,000 for a family of four.

The families who purchase homes at Prospect Heights will make a strong and ongoing investment in their future by participating in financial education and housing counseling through our in-house HUD-certified programs, and completing 200 "sweat equity" hours. They will also be required to save \$3,000 up-front for closing costs. In return, they will have the opportunity to

¹ The addresses for these homes are: 1138A Poquito Street, 1138B Poquito Street, 1140A Poquito Street, 1140B Poquito Street, 1142A Poquito Street, 1142B Poquito Street, 1144A Poquito Street, 1144B Poquito Street, 1146A Poquito Street, and 1146B Poquito Street.

purchase a home for less than one-half of market cost, with favorable mortgage terms provided by our lending partners.

With respect to supportive services, the Affordable Homeownership Program includes financial and housing education, and individualized financial and housing counseling as needed. We also refer families to other nonprofits and government agencies as needed or requested. Please see attached Tab 4e for a more detailed description of the resident services provided.

Austin Habitat's model is designed to empower low-income families who would otherwise be unable to afford a home of their own in the City, and has helped improve racial equity in homeownership through our work with a participant base that is more than 75% BIPOC (Black, Indigenous & People of Color). We work with community collaboratives, including Housing Works, Evolve Austin, and Austin Justice Coalition, to ensure that community voices are heard in our housing efforts. We also protect against future displacement of lower-income families in our neighborhoods through deed restrictions and affordable resale requirements.

As mentioned above, we recognize that near East Austin began gentrifying more than 15 years ago, and that households in this area are vulnerable to displacement. Although we did not undertake a formal anti-displacement plan, we do not expect this plan to lead to any displacement, as no HACA housing has existed on this site in several years. Prospect Heights expands homeownership supply in a neighborhood near transit, leveraging significant public investment and private partnerships to ensure access to affordable homeownership for LMI/BIPOC families.

The Austin Habitat team has provided neighborhood outreach compliant with the City's Good Neighbor requirements, including a mailing to every property owner within 500 feet of the proposed build site and all neighborhood organizations encompassing this area. HACA also provided outreach including mailings and resident meetings when the redevelopment began in 2021, so the neighborhood has been informed of this project for several years; however, we wanted to provide information specific to our build. Our mailing went out on December 15, 2023, and no comments were received.

Compliance with City Ordinances: All homes constructed by Austin Habitat for Humanity comply with the City of Austin Visitability Ordinance, City Code 25-12-243 §R320, as amended. Austin Habitat also complies with all accessibility requirements for S.M.A.R.T. housing. Austin Habitat builds to the specification of the buyer with accessibility upgrades available as needed. Finally, Austin Habitat complies with all City ordinances and plans and obtains all required inspections from City inspectors for all homes built within the City.

Sources	Amount	Uses	Amount
Debt		Acquisition	\$500,000
Equity	\$1,876,392	Off-Site	\$70,904
Grant	\$670,540	Site Work	\$156,818
Other		Building Costs	\$2,434,364
Previous AHFC		Contractor Fees	\$240,000
Current AHFC	\$1,200,000	Soft Costs	\$267,091
		Financing	
		Developer Fees	\$77,755
Total	\$3,746,932	Total	\$3,746,932

Project Summary Form

1) Project Name Prospect Heights	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(s) or Location Description 1142 Poquito St. Austin TX 78702		5) Mobility Bond Corridor
6) Census Tract 8.04	7) Council District District 1	8) Elementary School BLACKSHEAR EL
9) Affordability Period 99 Years		
10) Type of Structure Multi-family	11) Occupied? No	12) How will funds be used? Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI						0
Up to 40% MFI						0
Up to 50% MFI						0
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	0	0	0	0	0

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI				11	1	12
Up to 120% MFI						0
No Restrictions						0
Total Units	0	0	0	11	1	12

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	0	Continuum of Care Units	0
Accessible Units for Sensory Impairments	0		

Use the City of Austin GIS Map to Answer the questions below

- 16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor? Yes
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop? Yes
- 18) Is the property within 3/4 mile of Transit Service? Yes
- 19) The property has Healthy Food Access? Yes

20) Estimated Sources and Uses of funds

Sources	
Debt	
Equity	1,876,392
Grant	670,540
Other	
Deferred Developer Fee (not applicable for OHDA)	
Previous AHFC Funding	
Current AHFC Request	1,200,000

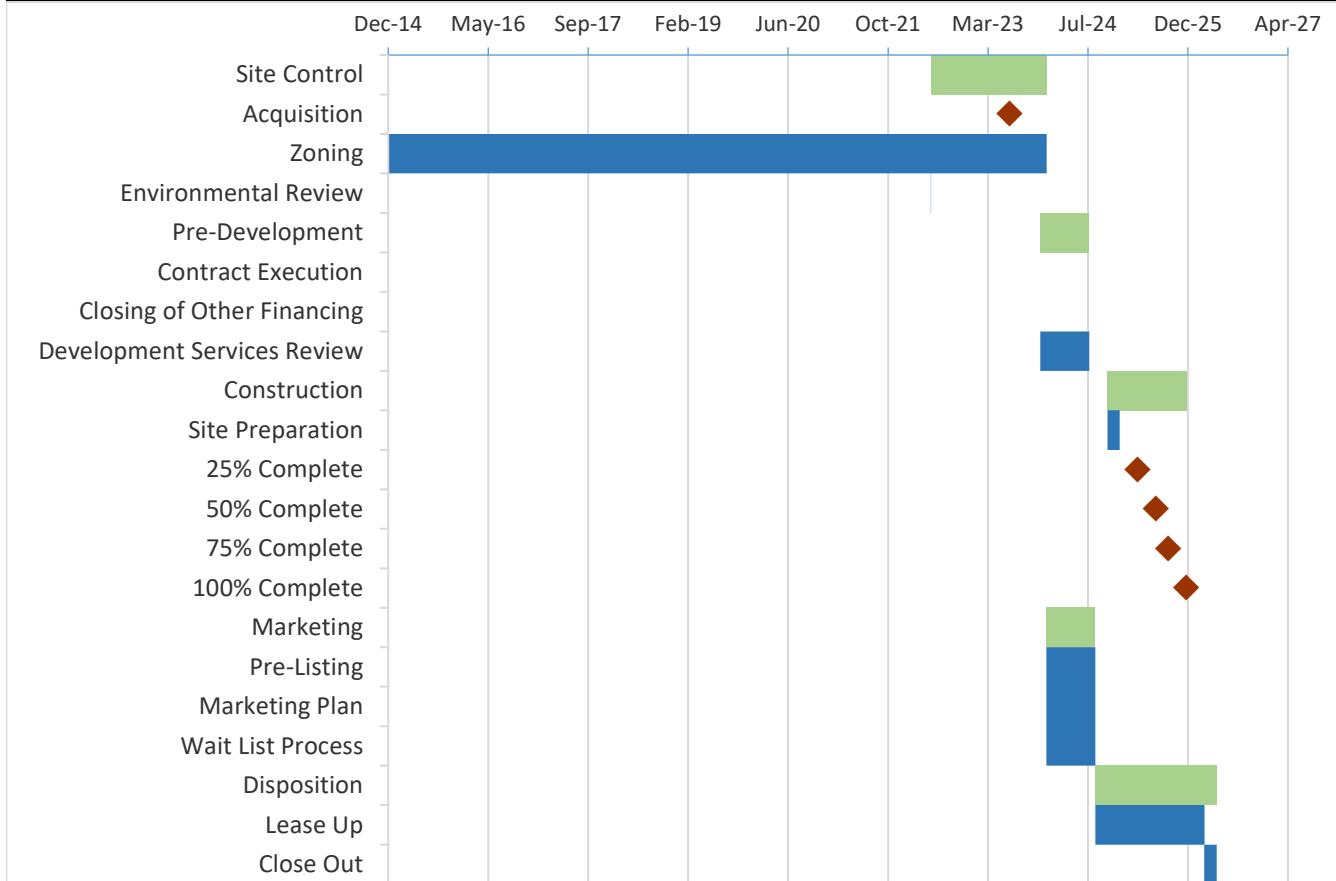
Uses	
Acquisition	500,000
Off-Site	70,904
Site Work	156,818
Sit Amenities	
Building Costs	2,434,364
Contractor Fees	240,000
Soft Costs	267,091
Financing	
Developer Fees	77,755

Total \$ 3,746,932

Total \$ 3,746,932

Development Schedule

	Start Date	End Date
Site Control	Jun-22	Jan-24
Acquisition	Jul-23	
Zoning		Jan-24
Environmental Review	Jun-22	Jun-22
Pre-Development	Dec-23	Aug-24
Contract Execution		
Closing of Other Financing		
Development Services Review	Dec-23	Aug-24
Construction	Nov-24	Dec-25
Site Preparation	Nov-24	Jan-25
25% Complete	Apr-25	
50% Complete	Jul-25	
75% Complete	Sep-25	
100% Complete	Dec-25	
Marketing	Jan-24	Sep-24
Pre-Listing	Jan-24	Sep-24
Marketing Plan	Jan-24	Sep-24
Wait List Process	Jan-24	Sep-24
Disposition	Sep-24	May-26
Lease Up	Sep-24	Mar-26
Close Out	Mar-26	May-26



Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	2,500		
Environmental Review	800		
Engineering	26,294		
Survey	5,000		
Architectural	36,310		
Subtotal Pre-Development Cost	\$70,904	\$0	
Acquisition			
Site and/or Land	500,000		
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$500,000	\$0	
Construction			
Infrastructure	55,571	20997	
Site Work	101,246	38254	
Demolition	\$ -		
Concrete	282,302	106,662	
Masonry	43,498	16,435	
Rough Carpentry	467,709	176,714	
Finish Carpentry	40,814	15,421	
Waterproofing and Insulation	55,147	20,836	
Roofing and Sheet Metal	53,285	20,133	
Plumbing/Hot Water	181,079	68,417	
HVAC/Mechanical	127,579	48,203	
Electrical	154,652	58,432	
Doors/Windows/Glass	49,385	18,659	
Lath and Plaster/Drywall and Acoustical	82,144	31,037	
Tiel Work	21,749	8,217	
Soft and Hard Floor	83,374	31,501	
Paint/Decorating/Blinds/Shades	109,892	41,521	
Specialties/Special Equipment	79,361	29,985	
Cabinetry/Appliances	36,279	13,707	
Carpet	\$ -		
Other (specify)	735,210	277,785	Cm Fee, General Conditions, Insurance, Inspections, Testing, C
Construction Contingency	70,904	26,790	
Subtotal Construction Cost	\$2,831,182	\$1,069,707	
Soft & Carrying Costs			
Legal	96,000	36,272	
Audit/Accounting	\$ -		
Title/Recordin	\$ -		
Architectural (Inspections)	48,000	18,136	
Construction Interest	\$ -		
Construction Period Insurance	99,091	37,440	
Construction Period Taxes	\$ -		
Relocation	\$ -		
Marketing	24,000	9,068	
Davis-Bacon Monitoring	\$ -		
Developer Fee	53,150	20,082	
Other (specify)	24,605	9,296	
Subtotal Soft & Carrying Costs	\$344,847	\$130,294	
TOTAL PROJECT BUDGET	\$3,746,932	\$1,200,000	

Projected Affordability Data for Home Sales (OHDA)

	Unit Model 1	Unit Model 2	Unit Model 3	Unit Model 4	Unit Model 5	Unit Model 6	Unit Model 7
Number of Units	11	1	0	0	0	0	0
Number of Bedrooms	3	4	0	0	0	0	0
Square Footage	1400	1700	0	0	0	0	0
Anticipated Sale Price	\$156,600	\$182,700	\$0	\$0	\$0	\$0	\$0
Borrower Contribution	\$3,000	\$3,000	\$0	\$0	\$0	\$0	\$0
Homebuyer Subsidy	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Principal Amount of Mortgage	\$156,600	\$182,700	\$0	\$0	\$0	\$0	\$0
Anticipated Interest Rate	5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Monthly Principal Amount	\$389	\$454	\$0	\$0	\$0	\$0	\$0
Monthly Interest	\$436	\$510	\$0	\$0	\$0	\$0	\$0
Estimated Monthly Taxes	\$365	\$426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Monthly Insurance	\$52.00	\$63.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HOA/Other	\$252.00	\$306.00					
TOTAL Estimated PITI	\$1,494	\$1,759	\$0	\$0	\$0	\$0	\$0

Project Name	Prospect Heights	
Project Type	100% Affordable	
Council District	District 1	
Census Tract	8.04	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$1,200,000	
Estimated Total Project Cost	\$3,746,932	
High Opportunity	No	
High Displacement Risk	YES	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	0	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	0	# of rental units at < 30% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	28%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	18%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 50%, max of 75
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	0	# of rental units at < 50% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	28%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	18%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	28%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	18%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 50%, max of 75
< 80% MFI	12	# of units for purchase at < 80% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	28%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	18%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	2	% of annual goal * units * 25%, max of 75
Unit Score	2	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	0	Total # of units provided up to 100 per year
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	0	Total Affordable 2 Bedroom units
3 Bedroom Units	11	Total Affordable 3 Bedroom units
4 Bedroom Units	1	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	20	Multi-bedroom Unit/Total Units * 20
TEA Grade	82	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	4	Educational Attainment, Environment, Community Institutions, Social Cohesion, E
Accessible Units	0	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	0	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	0	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	24	MAXIMUM SCORE = 200
UNDERWRITING		
AHFC Leverage	32%	% of total project cost funded through AHFC request
Leverage Score	12	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$100,000	Amount of assistance per unit
Subsidy per unit score	13	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$32,432	Amount of assistance per bedroom
Subsidy per Bedroom Score	21	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	0.00	Measured at the 5 Year mark
Debt Coverage Ratio Score	0	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	45	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	72	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		



Application for OHDA Funding – 2024

Tab 1 – Entity Information



Application for OHDA Funding – 2024

Tab 1a – Developer Experience

AUSTIN HABITAT FOR HUMANITY

APPLICATION FOR OWNERSHIP HOUSING DEVELOPMENT ASSISTANCE (OHDA) - 2024

DEVELOPER EXPERIENCE

Thank you to the City of Austin, Housing & Planning Department, for the past support of our affordable homeownership developments and for the opportunity to request support for Prospect Heights, expected to provide 12 East Austin homes through six duplexes. Austin Habitat for Humanity is an experienced nonprofit developer of high-quality affordable homes, with nearly 40 years' experience in construction, project management, financial management, contract compliance, and the homebuilding process in the City of Austin.

Organization Background and History

Austin Habitat for Humanity has been developing and constructing affordable homes in Austin and Central Texas since 1985. We have now built 570 homes with the support of our community and volunteers, developing more than 20 properties into affordable communities. We have recently expanded our goal to add 500 more homes by 2030.

We also operate as a real estate corporation focused on acquiring land and maximizing each parcel's potential to create affordable homes. As land costs rise, we are dedicated to working as efficiently and effectively as possible:

- Finding creative uses for small parcels of land already owned by Austin Habitat, including Montopolis Townhomes (12 homes) and Persimmon Point (126 homes).
- Accessing community partnerships to acquire land, including our 30-unit Loyola/Park @ 51 East development in partnership with Austin Independent School District and developer Taylor Morrison; and
- Focusing on land acquisition by attracting larger gifts from foundations and corporate supporters.

Austin Habitat also maintains a successful retail operation, including our flagship ReStore in South Austin (the top-grossing store in the U.S. for 2018-23), as well as North Austin and San Marcos locations. ReStores provide discounted appliances, furniture, and home improvement goods; support the environment by keeping reusable material from landfills; and generate unrestricted revenue for our operations, allowing us use donated funds for direct service.

Finally, our HomeBase subsidiary works with developers to continue adding affordable units to communities throughout Central Texas, and has incorporated an in-house real estate brokerage to assist in the provision of housing services to hardworking lower-income families. We are also expanding into larger partnerships that will eventually provide several hundred additional homes across the region, including developments in and outside of Austin.

Austin Habitat's Home Construction Program

Our Affordable Homeownership Program has been our core initiative since 1985. All homebuyer families invest in their future by attending financial education and one-on-one housing counseling; performing 200 hours of sweat equity; and making an up-front commitment of \$3,000. When qualified, each family receives an affordable mortgage so they can experience the benefits of homeownership – including better health, educational attainment and asset-

building – and also preserve income for education, health care, and ongoing success. Our in-house lending team prepares each family to ensure they will qualify, and our lending partners provide favorable mortgage terms.

To build our homes, we have primarily employed the traditional Habitat model, with financial sponsorship connected to volunteer opportunities. Austin Habitat raises up to \$100,000 per home from corporations, foundations, faith groups, and service clubs, providing a unique and meaningful way to support our families. This contribution of labor, valued at \$1.7 million in 2022, is critical to our ability to continue offering truly affordable homes. While some of our larger multifamily developments are built with subcontractors, we are committed to continuing to provide volunteer opportunities, and will welcome volunteers to Prospect Heights.

The Austin Habitat Team

Austin Habitat is now led by Michele Anderson, who took over as CEO on February 1, 2023. Ms. Anderson served the United Way of South Hampton Roads, Virginia, for more than 30 years, rising to the position of CEO and presiding over years of growth. We have also added Don McPhee as CFO and Amy Jackson as Chief Development Officer in 2023, bringing a wealth of experience and a strong knowledge base around housing. Our team has experience in all areas of the homebuilding process:

- i. Project Management: With 570 affordable homes constructed, and multiple affordable home projects managed with partners, Austin Habitat for Humanity brings almost 40 years of project management experience and institutional knowledge about the most efficient and effective ways of creating affordable homes for purchase. Collectively, our staff brings experience with all phases of housing development including land acquisition, land development, design, construction, marketing/outreach, finance, and fund development.
- ii. Market Analysis: Our staff has experience in identifying housing demand and capacity for low-to-moderate income working families. We review City reports, U.S. Census materials, and housing-focused research regularly to ensure that we are informed of market changes in order to maximize our growth and reach families in need. We also have an in-house marketing team to identify potential pipelines for outreach and collaboration; for example, we recently built 30 homes in partnership Austin Independent School District (AISD) where we provided a 60-day preference period for AISD teachers and families to qualify for homes.
- iii. Site Selection and Control: Over the years, Austin Habitat has acquired finished lots and raw land to create housing throughout Central Texas. These homes will be built by Austin Habitat on land owned by a Special Purpose Entity (SPE) formed by HACA, and the homebuyers will purchase the structure and sign an agreement with HACA related to the land. The lot is a portion of the property bearing TCAD ID 194972, described as 7.0464AC OF OLT 62 DIV B JONES M L & PT OF LOT 5 & LOT 1-6 & LOT 7-8 BLK 3 OLT 62 DIV B HART V D SUBD.
- iv. Planning and Construction: Austin Habitat has the capacity to navigate a housing development project through the entitlement and permitting process, having successfully completed 20+ projects in the City of Austin. We employ an in-house architect and a team of full-time experienced construction personnel to oversee and complete home construction with volunteers and coordinate contractors and skilled tradespeople.
- v. Design, Architecture and Engineering: Austin Habitat for Humanity's approach to housing development ideally begins with acquisition of finished vacant residential ready-to-build lots,

but we have also purchased undeveloped land. Our team has designed single-family detached homes, connected townhomes/condominiums, duplexes, and other property structures to support a variety of family units, and are expanding our multifamily building to support more families in need. We employ two full-time architectural staff and work with architects, engineers and other designers, including firms that have built award-winning structures throughout the world.

- vi. Legal and Accounting: Austin Habitat employs the services of legal counsel as needed and has three attorneys on the Board of Directors. We have an in-house accounting team to work on daily finances including construction costs, and we employ an auditing firm to perform an independent annual audit that reflects the overall financial position of the organization.
- vii. Federal Funding Rules and Other Funding Rules: Austin Habitat's team has administered federal awards through CDBG, HOME, SHOP and NSP. We also receive certification and funding from HUD for our Housing Counseling program, as well as administering grants from USDA for Home Repair. Multiple staff members have significant federal program and contract administration experience, and all Austin Habitat projects utilizing federal funds are performed in accordance with the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, 2 C.F.R. §200 et seq. Austin Habitat also receives support from the State of Texas and municipalities including the City of Austin.
- viii. Awards and Competitive Funding: Austin Habitat for Humanity has a nearly 40-year history of attracting competitive funds. We have been fortunate to receive significant support from the City of Austin for several projects, including our current Scenic Point, Montopolis, Loyola and Persimmon Point developments. We are also currently supported by other government entities including HUD, USDA and the State of Texas. Corporate supporters include Bank of America, Wells Fargo, Home Depot, Realty Austin, NI, University Federal Credit Union, and Airbnb. We also receive support from the Austin Community Foundation, Montandon Charitable Trust, The Burdine Johnson Foundation, Reissa Foundation, the Lola Wright Foundation, the Donald D. Hammill Foundation and others. Finally, we raise nearly \$2 million annually through special events and individual contributions, evidence of our strong community recognition and reputation for excellent service. We have won several awards including Green Builder of the Year from Austin Business Journal, and Nonprofit of the Year and Affordability Champion from the Greater Austin Chamber of Commerce.

Recent and ongoing projects include the following:

Address	Number of Units	New or Rehab	Type of Property	Year Completed
Devonshire Village	43	New	Single Fam.	2013
Meadow Lake	25	New	Single Fam.	2011
Sendero Hills	49	New	Single Fam.	2013
Gilbert Lane	31	New	Single Fam.	2015
Lee Meadows	11	New	Single Fam.	2016
Magin Meadow	16	New	Single Fam.	2017

Guadalupe-Saldaña	4	New	Single Fam.	2018
Mueller	11	New	Multifamily	2021
Scenic Point	67	New	Single Fam.	2024
Persimmon Point	126	New	Multifamily	Ongoing
Montopolis Townhomes	12	New	Multifamily	2024
Park @ 51 East	7	New	Single Fam.	2023
Loyola	23	New	Single Fam.	2024
Prospect Heights	12	New	Multifamily	Ongoing

DEVELOPMENT TEAM

	Development Team Name(s) and Contact Information	MBE?	WBE?	Non-Profit?
Owner	Housing Authority of the City of Austin (HACA)			X
Developer	Austin Habitat for Humanity			X
Architect	Carter Design Associates		X	
Engineer	Dunaway Engineering			
Attorney	Bukowski Law Firm			
General Contractor	Carleton Companies			



Application for OHDA Funding – 2024

Tab 1b – Certificate of Status

Franchise Search Results

Public Information Report



As of : 04/09/2024 08:59:21

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

[Obtain a certification](#) for filings with the Secretary of State.

AUSTIN HABITAT FOR HUMANITY, INC.**Texas Taxpayer Number** 17423732175**Mailing Address**500 W BEN WHITE BLVD AUSTIN, TX
78704-7030**Right to Transact Business in Texas** ACTIVE**State of Formation** TX**Effective SOS Registration Date** 01/23/1985**Texas SOS File Number** 0073651401**Registered Agent Name** MICHELE ANDERSON**Registered Office Street Address** 500 W BEN WHITE BLVD AUSTIN, TX
78704

Close



Application for OHDA Funding – 2024

Tab 1c – Statement of Confidence

Please note that Austin Habitat for Humanity has been working with the City of Austin for more than 20 years. Therefore, we have not submitted a statement of confidence from other jurisdictions.



Application for OHDA Funding – 2024

Tab 2 – Principals Information



Application for OHDA Funding – 2024

Tab 2a – Resumes of Principals

Michele Anderson

4824 Lake Bradford Lane, Virginia Beach, VA 23455 | manderson@unitedwayshr.org | (757) 724-9354

Professional Experience

United Way of South Hampton Roads, Norfolk, VA

President and CEO | 2019- Present

Responsible for the daily operations and implementation of the strategic plan of the United Way of South Hampton Roads. Duties include: board and volunteer development; aligning and positioning United Way for planned growth and change; oversight of all aspects of the organization, including development of the strategic plan, generating financial resources, managing investor relations; budget preparation and implementation; planning for and tracking community issues; allocation of funds to best respond to community needs; and development of integrated community collaborations.

Chief Development Officer | 2015 -2019

Responsible for leading the revenue generation department through annual campaigns, major and planned giving. Also managing the marketing department which is responsible for branding and positioning of United Way and serving as a bridge between resource development and community teams. Serving as lead executive for the Foundation and its Trustees which currently has over \$20 million in assets. Collaborating with all departments, including finance and community impact to deliver strategic partnerships and necessary revenue. History of service as lead executive in absence of CEO. Participated in the last two strategic plans which dramatically changed our vision to include creating United for Children and Mission United.

Accomplishments include:

- Implemented our first endowment campaign with a goal of \$35 million, completed of \$42 million raised to date.
- Created a new three-year strategic plan in 2022 which included 100 community conversations with over 700 individuals.
- Create a new focus area on Economic mobility and secured a 15 million grant to launch.
- Cultivated and secured the two largest gifts in our history (\$10 million), with eleven additional \$1 million gifts.
- Developed and implemented an aggressive strategic plan to more than double the UWSHR Foundation from \$8 million to \$50 million by 2022 with a strategic focus on deepening UWSHR's programmatic impact and leveraging key partnerships.
- In partnership with volunteer leadership, motivated major investors to align with UWSHR's vision for growth to bring systemic, impactful change to our model and our future.
- Recruited high level board and trustee members.

- Led the growth in the Tocqueville Society to more than 200 members raising \$3.4 million annually. Ranked #1 in Virginia and has one of the highest retention rates in the country (96%). The Society has doubled in membership and tripled in dollars over the last 10 years.

Vice President, Major and Principal Gifts | 2010 – 2015

Responsible for the development and implementation of the major gifts program and the planned giving program for the organization's foundation. Provided high-level volunteer management and development. Analyzed and developed strategies for planned giving, and major gifts, Women's, Young Leaders and African American Societies. Created a team in major gifts with various demographic groups: Women's Leadership Council (900+ women giving individual gifts of \$1,000+ for a total of nearly \$2 million annually), Young Leaders Society (500 members raising more than \$500,000 annually) and African American Leadership Society (200 members raising nearly \$300,000 annually).

Director of Major Gifts | 1998 – 2010

Developed strategies to increase and retain members in the major gifts program. Worked directly with CEOs and executives to increase membership and giving levels. Created and expanded the prospect database from 85 to over 1,000 potential members. Implemented new programs to retain and grow the membership, such as the CEO/Community Leaders luncheons and annual dinner in member homes. Launched the Women's Leadership Council in 2002 and started the Women's Leadership Council Endowment Fund in 2004. In the first year of expansion, began with a challenge match of \$100,000, secured over 400 donating members, and coordinated the first Women's Leadership Luncheon (more than 650 members and prospects in attendance). Co-chaired a team that developed the Young Leaders Society in 1999 with the purpose to grow our next generation of donors and volunteers.

Assistant Vice President of Resource Development | 1997 – 1998

Planned, developed, supervised and analyzed resources in a five-city area: Norfolk, Virginia Beach, Chesapeake, Portsmouth and Suffolk. Managed a full-time and seasonal staff of 23.

Education & Training

- B. A., Old Dominion University, Norfolk, VA
- Executive Board Member Hampton Roads Chamber of Commerce
- Selected as one of the 65 Power list in Hampton Roads in 2021 and 2022
- Advanced Leadership Program-One of 18 members from around the globe chosen by United Way World Wide to participate in the Advanced Leadership Program which develops the next generation of CEO's.
- National Major and Planned Giving Council- One of 25 members across the US and Canada responsible for developing strategy for the United Way's system.
- Presenter at National WWW conference with topics such as Product Development and Creating Planned Giving programs.

RICARDO ANDRÉS (ANDY) ALARCÓN, AICP

5200 HARTSON . KYLE, TEXAS 78640 . 512-406-1535 . andyalarcon@hotmail.com

SUMMARY OF QUALIFICATIONS

- Land Development: Entitlements, Project Management
- Land Studies: Due Diligence, Site Evaluation, Concept Plans, Surveys
- Land Acquisition: Real Estate Contracts, Title Reports, Appraisals, ESAs, Closing Coordination
- Entitlements: Land Use, Zoning, Annexations, Site Plan Review, Subdivision Plats
- Permitting: Applications, Coordination, Map Exhibits, Support Documents, Building Plan Review
- Project Coordination: Government, Consultants, Contractors
- Urban Planning: Community Plans, Downtown Master Plan, Citywide Rezoning, Vision Plans
- Design: Architectural Design, Construction Plans, Urban Design, Land/Site Planning
- Administration: Project Budget Oversight, Land Inventory, Appraisal District Exemptions
- Interface with Boards/Commissions, Government Staff, Consultants, General Public

EDUCATION

- **Master of Architecture**, The University of Texas at San Antonio, May 2011
UTSA Architecture Study Abroad, Barcelona, Spain, Spring 2010
- **Master of Urban Planning**, University of Illinois at Urbana-Champaign, May 1995
- **Bachelor of Business Administration- Finance**, The University of Texas-Pan American, Dec 1991

PROFESSIONAL EXPERIENCE

- **Director of Real Estate Development**, Austin Habitat for Humanity, Feb 21, 2012-Present
- **Chief Planner**, City of San Marcos, Planning and Development Department, Dec 13, 2004-May 2008
- **Program Officer**, Local Initiatives Support Corporation, Houston, Texas, Feb 19, 2002-Nov 17, 2004
- **Principal Planner**, City of Houston Planning & Development, Aug 31, 1998-Feb 8, 2002
- **Planner IV**, City of Austin Planning & Environmental Services, Jun 1997-Aug 1998
- **Regional Coordinator/Planner**, Texas Dept of Housing & Com Affairs, Austin, Texas, Aug 1995-May 1997
- **Program Coordinator**, County of Hidalgo Urban County Program, Edinburg, Texas, Jul 1992-Aug 1993
- **Civil Engineering Technician**, S. A. Garza Engineers, Inc., Edinburg, Texas Jan 1988-Jul 1992
- **Civil Engineering Technician**, Espey, Huston & Associates, Inc., Austin, Texas, Aug 1984-Jun 1987

CERTIFICATIONS AND LICENSES

- American Institute of Certified Planners (AICP)
- Texas Real Estate Broker
- Housing Development Finance Professional (HDFP) Certification, National Development Council
- OSHA 10-Hour Construction Training 2017

MEMBERSHIPS AND AFFILIATIONS

- American Planning Association (APA)
- National Council of Architectural Registration Boards-Intern Development Program (NCARB IDP)
- National Association of Realtors (NAR)
- Texas Association of Realtors (TAR)
- Austin Board of Realtors (ABoR)

Contact

wayne.gerami@gmail.com

www.linkedin.com/in/waynegerami
(LinkedIn)

Top Skills

Non-profits

Research

Online Research

Languages

English (Native or Bilingual)

Spanish (Limited Working)

Certifications

NMLS License 1436145

Wayne Gerami

Chief Program Officer at Austin Habitat for Humanity
Austin, Texas, United States

Summary

Affordable housing professional with experience in both program creation and expansion. Focused on the big picture while always trying to understand what could be and how best to get there. A fast learner who is more interested in being right going forward than having been right in the past. Unafraid to confront new challenges or to find ways to solve long-standing problems with novel solutions.

Specialties: Affordable housing, leadership & management, project planning, program evaluation, research, mortgages, long-term affordability, community land trusts, deed restrictions, property taxes.

NMLS #1436145

Experience

Austin Habitat for Humanity

9 years 1 month

Chief Program Officer

March 2020 - Present (2 years 6 months)

Austin, Texas Area

Vice President of Client Services

November 2015 - March 2020 (4 years 5 months)

Austin, TX

NMLS #1436145

Responsible for 3 separate client-side programs: AHFH Homeownership, AHFH Housing Counseling, and HomeBase Texas. Collectively these departments have 8 FTE and serve families through pre-purchase education & counseling, program intake, income verification, credit assistance, mortgage underwriting, foreclosure prevention, and post-purchase support.

Implemented first-of-their-kind-in-Texas fixed appreciation mechanisms to ensure long-term affordability of the units we create in order to better serve the

community. Work closely with community partners to maximize the affordability of our units and ensure compliance with all relevant regulations and funding source restrictions.

Government Grants Manager

May 2015 - November 2015 (7 months)

Austin, TX

Managed a large and diverse portfolio of government grants and funding sources, including applications/awards, compliance, and close-out.

Community Engagement Manager

February 2015 - November 2015 (10 months)

Austin, Texas Area

Engagement and outreach work with family and community partners. Focus on Neighborhood Revitalization, program measurement & improvement, new community partnerships, and new program development.

Lending Coordinator

August 2013 - February 2015 (1 year 7 months)

Austin, TX

Work closely with families to help them through the mortgage process for AHFH and HomeBase. Participate in the underwriting process on the lending side. Program development including delinquency processing, home pricing, lien structuring, Community Land Trust (CLT) modeling, and policy implementation.

Evolve Austin

Board of Directors

May 2017 - February 2021 (3 years 10 months)

Austin, TX

Austin Christian Church

Director

2014 - February 2021 (7 years)

Member of the Board of Directors.

DMA Development Company, LLC

Project Coordinator

January 2012 - August 2013 (1 year 8 months)

Austin, TX

LIHTC/202/811 development and consulting.

Greater Austin Chamber of Commerce
Public Policy Research Assistant
August 2010 - May 2011 (10 months)

Assist in public policy research, event coordination, social media development, and similar tasks.

HOPE worldwide
Gulf Coast Site Supervisor
June 2010 - August 2010 (3 months)

Manage 8 AmeriCorp volunteers and build curriculum for a summer-long day camp for 5-12 year olds. Responsible for an additional 26-person volunteer group that was in town for two weeks. Handle all administrative tasks.

Austin Habitat for Humanity
Program Assistant (ABWK AmeriCorps)
August 2007 - July 2009 (2 years)

Planned and Executed home repair projects for low-income families.
Managed and trained 5-30 volunteers multiple times per week on construction sites.

Assisted the Family Selection Committee with homeowner selection.
Involved in policy making for the A Brush With Kindness (home repair) program that AHFH created in 2005.

Represented AHFH and ABWK at off-site events and fundraisers.
Green building and remodeling

First American Mortgage Corporation
Sales Representative / Assistant Manager
June 2005 - June 2007 (2 years 1 month)
Framingham, MA

Cold contacted potential customers.
Responsible for understanding mortgages and the financing process.
Trained new employees.
In a two-week time frame sold as much as \$1.8 million in mortgage refinancing.

Allied Mortgage Capital Corporation, LLC
Sales Representative
April 2002 - July 2004 (2 years 4 months)
Milford, MA

Unscripted cold-contact sales of mortgage refinancing. Trained new employees on sales and service techniques.

Education

The University of Texas at Austin

M. P. Aff., Public Affairs; Nonprofit Management · (2009 - 2011)

Carleton University

· (2010 - 2010)

Framingham State University

BA, Psychology · (2004 - 2007)

Milford High School

University of Massachusetts, Amherst

BA Psychology

DONALD K. MCPHEE

5901 Trabadora Cove • Austin, TX 78759
512.784.5041 • mcphee64000@gmail.com

Audit Partner

Cherry Bekaert LLP - Austin, TX

July 2020 to October 2022

Responsible for planning and managing client relationships, developing new client base, and ensuring audit engagements are completed timely within the quality standards of the firm.

- Maintain up-to-date knowledge relating to generally accepted accounting principles, generally accepted auditing standards, company and regulatory standards, policies, and regulations.
- Ensure profitability of engagement portfolio.
- Perform engagement quality or preissuance reviews of other partner attest engagements across the firm and internal inspections to ensure consistent high-quality standards.
- Mentor, train, and oversee the performance of managers, associates, and interns.
- Focus industries include real estate, technology, professional services, and not-for-profit inclusive of Uniform Guidance.

Managing Partner

PMB Helin Donovan, LLP - Austin, TX

January 2004 to June 2020

Responsible for developing and guiding PMB's strategic direction, profitability, and growth.

- Guided and negotiated the sale of the Firm to the 25th largest public accounting firm in the United States.
- Maintained positive client relationships, targeted and initiated new business clients (audit, tax, M&A, due diligence, internal audit), and developed and implemented Firm organizational goals, budgets, forecasts, procedures, and policies to align with strategic direction.
- Revised, updated, and standardized the Firm's audit quality control systems, work products and templates, and flow of work.
- Implemented and maintained a metric-based performance plan for all employees and partners.
- Implemented and integrated cloud-based client service and back-office platforms.
- Focused industries included real estate, technology, professional services, and not-for-profit inclusive of Uniform Guidance.

Senior Manager

KPMG LLP - Austin, TX

September 1996 to May 2003

Responsible for preparing financial reports and presentations, reviewing the quality of audit work, assessing the performance of managers, staff, and associates in preparation of audits, managing schedules and guidelines, and formulating strategies to improve systems and services.

- Developed a significant new book of business in the government sector of the Austin practice. Key member of the development team to win the first outsourced contract for the State of Texas Statewide Single Audit.
- Member of the Firm's Advisory Business Accounting Services practice which focused on operational improvements and other non-attest business services.
- Focused industries included governmental (state, and municipal) quasi-governmental (authorities and special districts) and not-for-profit entities.

DONALD K. MCPHEE

Page 2 of 2

Director of Finance

Texas Attorney General's Office, Child Support Division - Austin, TX

1995 to 1996

Responsible for managing the collection and accounting of child support payments for the State of Texas. Prepared and managed the annual department budget, assessed the performance of managers and staff, implemented strategies to improve and streamline collection processes. Significantly decreased the processing time from receipt to deposit while reducing accounting errors. Realigned the operating structure and added a cross-training component to improve quality.

Project Manager

Texas State Auditor's Office - Austin, TX

1989 to 1994

Led project teams on performance audits of state agencies related to operations, internal controls, and financial related issues. Prepared and presented reports to the State Auditor, state executives, and to members of the Texas legislature.

Finance Associate

Union Pacific Resources Company - Oklahoma City, OK; Fort Worth, TX; Houston, TX

1985 to 1989

Successfully completed a year-long formal financial accounting program while embedded with production engineers in a field office. Coordinated natural gas spot sales between general ledger accounting, natural gas and crude sales department, and production operations with the responsibility for the flow of product from well to pipeline. Performed and led joint venture audits of major oil and gas companies.

BBA in Finance

University of Texas - Austin, TX

1981 to 1984

Certified Public Accountant

State of Texas

1990 - Present

Military:

United States Navy

1977 to 1980

CLAIRE M. U. WALPOLE

704 West Oltorf Street ◦ Austin, TX 78704 ◦ 512-638-3601 ◦ cmuwalpole@gmail.com ◦ cmuwalpole.com

WORK EXPERIENCE

October 2013 – present Austin Habitat for Humanity, Austin, TX
Staff Architect, Design for Special Projects, Permit Procurement, Construction Management, Converting office to Revit

April 2007 – May 2008, November 2012 – Present Claire Marie U. Walpole, RA, Austin, TX
Self-Employed: Commercial Finish-out, Residential New Construction, Residential Renovation

May 2008 – Feb 2012 BLGY, Inc., Austin, TX
Project Management, Project Architect, Design, Production: City of Austin Public Safety Training Facility, Round Rock Elementary Schools, Teague Jr/Sr. High Auditorium and Black Box

June 2005 – January 2007 CG&S Design-Build, Austin, TX
Project Architect, Project Designer, Specifications Writer, Office Process Organization

April 2003 – April 2005 Hanbury Evans Wright Vlattas + Co., Norfolk, VA
Design; Historic Preservation; Project Development; In-house Education Programs

January 2002 – March 2003 MMM Design Group, Norfolk, VA
Discipline Coordination, Cost Estimating, Field Work, Construction Documents

EDUCATION

1997 – 2001 Louisiana State University Baton Rouge, LA
Bachelor of Architecture, May 2001

1995 - 1997 University of Southern Mississippi Hattiesburg, MS
Honors College

CERTIFICATIONS, SKILLS, HONORS AND ACTIVITIES

Licensed Architect, Texas License Number 19903, Dec 2006

LEED Accredited Professional, May 2005

AutoDesk AutoCad and Revit, Adobe Creative Suite (Photoshop and Illustrator), Sketchup

BLGY 2010 Robert P. Landes Architecture Award

LSU Chancellor's Design Competition, First Place

AIA Austin, 2011 Honor Awards Committee

AIA Austin, Architecture in Elementary Schools program: 2007, 2008, 2011, 2012, 2013, 2014

AIA Hampton Roads, Director of Communication, Newsletter Editor

American Institute of Architecture Students, LSU Chapter President

All Saints Presbyterian Church, Building Executive Committee, Architect Search Committee

Lighting and Sound Director, *Birth: a Play* by Karen Brody, 2008

Austin Civic Chorus, 2006-2014

Conspirare Symphonic Chorus, 2010-2013

BILLY WHIPPLE

9614 Chukar Cir. Austin, TX 78758 – Whipple3@gmail.com – (603) 866-0899

SKILLS SUMMARY

- | | |
|------------------------------------|-----------------------------|
| ❖ Construction Management | ❖ Budgeting & Cost Controls |
| ❖ High Attention to Detail | ❖ Microsoft Office Suite |
| ❖ Contract Negotiation | ❖ Material Management |
| ❖ Bidding, Estimating, & Proposals | ❖ Energy Star |
| ❖ Site Safety/ OSHA Compliance | |

PROFESSIONAL EXPERIENCE

AUSTIN HABITAT FOR HUMANITY – AUSTIN, TX **Vice President of Construction, 2016 to Present**

- ◆ Provide leadership to Home Repair, New Construction, & the Warehouse.
- ◆ Collaborate with Senior Leadership to develop cohesive strategies to achieve Habitat's mission.
- ◆ Generate build schedules from an annual overview down to day-to-day actions.
- ◆ Operational management of construction warehouse facility and truck fleet.
- ◆ Oversee all aspects of post-land development construction process.

HABITAT FOR HUMANITY WILLIAMSON-MAURY – FRANKLIN, TN **Director of Construction, 2014 to 2015**

- ◆ Manage staff, contractors, and volunteers to the completion 12 homes annually.
 - ◆ Generate build schedules from an annual overview down to day-to-day actions.
 - ◆ Maintain high quality building standards and hold contractors to the same standards.
 - ◆ Finish projects on time while meeting municipal codes and Energy Star standards.
 - ◆ Manage a \$1.1 million departmental budget.
 - ◆ Develop accurate budgets for all projects.
 - ◆ Work closely with clients to ensure they are happy and well informed during projects.
 - ◆ Solicit, review, and award project bids.
 - ◆ Consistently update vendor and sub-contractor data base
 - ◆ Research and negotiate prices on building materials.
-

BILLY WHIPPLE

9614 Chukar Cir. Austin, TX 78758 – Whipple3@gmail.com – (603) 866-0899

PROFESSIONAL EXPERIENCE CONTINUED

HABITAT FOR HUMANITY WILLIAMSON-MAURY – FRANKLIN, TN

Community Outreach Manager & Volunteer Coordinator, 2013 to 2014

- ◆ Build, maintain, & strengthen relationships with community groups & local businesses.
- ◆ Procure & manage gift-in-kind donations for programs and home builds.
- ◆ Communicate with stakeholders about the organization through social media, video, and e-mail marketing tools.
- ◆ Research & implement community focused fundraising campaigns.
- ◆ Schedule and track 3,000 volunteers per year.
- ◆ Collaborate with all departments to help the team meet and exceed their goals.
- ◆ Coordinate volunteers, meals, and building logistics for each volunteer build day.

AUSTIN HABITAT FOR HUMANITY– Austin, TX

Project Manager, 2010 to 2013

- ◆ Manage logistics of 23 new single-family residential homes per year.
- ◆ Hire and train staff to become functional home builders and leaders.
- ◆ Delegated day-to-day build site responsibilities.
- ◆ Responsible for meeting all city, green building and third-party inspections.
- ◆ Created a new build schedule that increased efficiency by 25%.

AMERICORPS, AHFH – Austin, TX

Construction Crew Leader, 2009 to 2010

- ◆ Served over 1700 volunteer hours.
- ◆ Strengthened my construction skills and construction communication
- ◆ Lead and trained groups of volunteers on the construction site.
- ◆ Performed daily job site quality and safety inspections.
- ◆ Kept inventory and delivered building materials.
- ◆ Attended leadership and professional development seminars.

EDUCATION & TRAINING

GRANITE STATE COLLEGE- CONCORD, NH

Bachelor of Science in Business Management, 2012

UL OSHA 10-HOUR CERTIFICATION

AMERICAN HEART ASSOCIATION

Heartsaver CPR & AED Certified



Application for OHDA Funding – 2024

Tab 2b – Resumes of Development Team



MEET THE BUKOWSKI LAW FIRM LEGAL TEAM

MEET THE TEAM AT OUR REAL ESTATE LAW FIRM

As a well-known real estate law firm, we thought it would be an excellent idea to introduce our team of commercial real estate attorneys in Austin, TX, to you. Whether you are calling into our office or you are meeting in person for a consultation, you can become acquainted with our attorneys and the legal team ahead of time. On the phone it can be difficult to put a name with a face, so we want to make any conversations on the phone more personal for our clients by putting a name and a face together. Below you can learn more about the team at Bukowski Law Firm including their educational background and previous work experience.

Now that you have a little more background on our legal associates, you can schedule a consultation with our team for a real estate closing by calling (512) 543-2515 today. We look forward to assisting you as commercial real estate attorneys in Austin, TX.



Sean Bukowski

Principal

Sean Bukowski founded the Bukowski Law Firm in early 2010. Mr. Bukowski's goal was to create a vibrant, dedicated law firm that would advise commercial property owners and operators from acquisition to disposition so they can run their business.

LEARN MORE



Aaron Gankofskie is an associate attorney at Bukowski Law Firm. He primarily focuses on running the firm's litigation docket, but also consults on transactional matters touching on his expertise.

[LEARN MORE](#)



Carl R. Allred
Associate Attorney

Carl R. Allred is an Associate Attorney at Bukowski Law Firm. While attending law school near Detroit, MI at Western Michigan's Thomas M. Cooley Law School he worked as a Title Curative Supervisor for Randall S. Miller and Associates in Bloomfield Hills, MI.



CARTER • DESIGN ASSOCIATES

[Home](#) [About](#) [Our Team](#) [Portfolio](#) [K&A](#) [Careers](#)

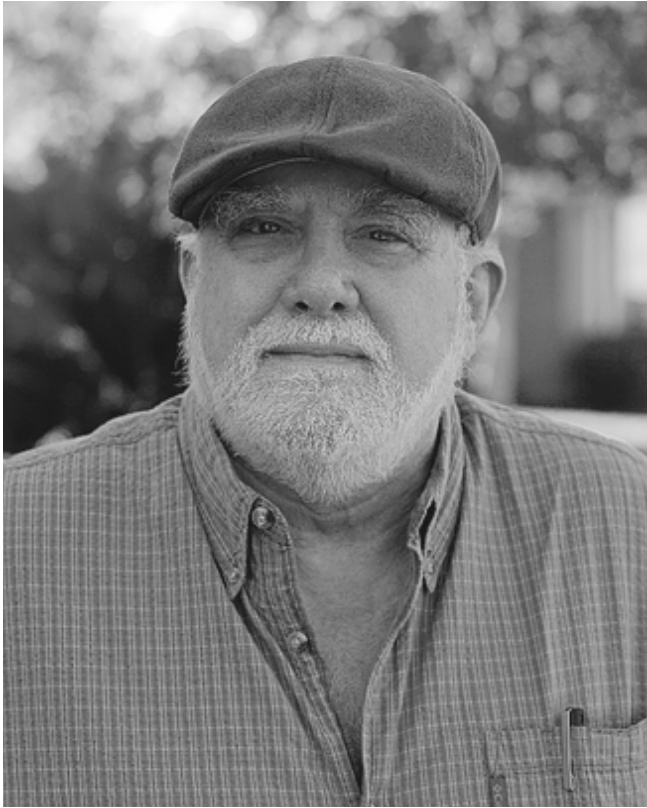
[Contact](#)



Donna Carter, FAIA, NOMA, NCARB



Abby Lawson, AIA



Girard Kinney, AIA



Zak Robinson, Assoc AIA



Laura Clotiaux

COATS | ROSE

A PROFESSIONAL CORPORATION

MENU

[ABOUT US](#) [PRACTICES](#) [ATTORNEYS](#) [NEWS + EVENTS](#) [CAREERS](#)

[CONTACT US](#)



Natalee Ball

Associate

P: 512.541.3603

F: 512.469.9408

E: nball@coatsrose.com

Location: [Austin](#)

[DOWNLOAD VCARD](#)[PRINT BIO](#)

Affordable Housing and Community Development

Natalee Ball is an Associate in the Affordable Housing and Community Development practice group in the Austin office. She is a recent graduate of the George Washington University Law School.

Prior to joining the firm, Natalee worked as a Summer Associate with the New York City Housing Development Corporation, where she drafted various real estate finance documents to further issuance of mortgage revenue bonds for affordable housing development projects. Natalee also worked as a Legal Intern with Settlement Housing Fund, Inc. in New York City, where she assisted affordable housing developers with their non-profit partner's nominee agreements, tax exemption eligibility status, and compliance with governmental agencies' regulations. Additionally, she worked as a Student Attorney in the Small Business & Community Economic Development Clinic where she provided pro bono transactional legal assistance to women and minority owned small businesses and nonprofits.

EDUCATION

- J.D., Business and Finance, 2021, The George Washington University Law School
- B.A., Government Honors, Sociology, Liberal Arts Honors, 2018, The University of Texas at Austin

ADMITTED

- Texas, 2021

AFFILIATIONS

- ABA Forum on Affordable Housing and Community Development Law
- Texas Association of Affordable Housing Providers
- Texas Community Building with Attorney Resources (Texas CBAR)

HONORS AND AWARDS

- President's Volunteer Service Award, The George Washington University Law School
- Presidential Achievement Scholar, The University of Texas at Austin



LOCATIONS

Houston

9 Greenway Plaza, Ste. 1000
Houston, Texas 77046
Phone: 713.651.0111
Fax: 713.651.0220

COATS | ROSE

A PROFESSIONAL CORPORATION

MENU

[ABOUT US](#) [PRACTICES](#) [ATTORNEYS](#) [NEWS + EVENTS](#) [CAREERS](#)

[CONTACT US](#)



Sarah Scott

Of Counsel

P: 512.684.3841

E: sscott@coatsrose.com

Location: **Austin**

[DOWNLOAD VCARD](#)[PRINT BIO](#)[Affordable Housing and Community Development](#)[Real Estate](#)

Sarah is an Of Counsel attorney in the Affordable Housing and Community Development practice group in the Austin office. Sarah represents non-profit and for-profit developers, public housing authorities, bond issuers, and other entities in transactions for the development of low income housing. Sarah has experience with a variety of financing sources and structures, including the use of 4% and 9% low income housing tax credits, CDBG funds, HOME funds, TCAP funds, conventional construction and permanent financing loans, Fannie Mae and Freddie Mac loans, mixed-finance, private activity bonds, local government grants and loans, and RAD rental assistance.

Prior to joining the firm, Sarah completed a fellowship with the Texas Facilities Commission, where she worked on real estate matters including right-of-way vacation, easement and lease agreements, and the agency's Public-Private Partnership Guidelines. During law school, Sarah served as a clerk for The University of Texas Legal Services For Students, where she researched and evaluated landlord-tenant claims, and drafted demand letters. She also interned for Judge Barbara Hervey at the Criminal Court of Appeals in Austin, Texas and for Judge Brent Carr of Tarrant County.

EDUCATION

- J.D., 2015, The University of Texas School of Law
- B.A., 2012, Political Science, *Cum Laude*, Texas Christian University

ADMITTED

- Texas, 2015

AFFILIATIONS

- State Bar of Texas
- Texas Association of Affordable Housing Providers
- Texas Association of Local Housing Finance Authorities
- Austin Tenants' Council – Board Member, May 2017-present

HONORS AND AWARDS

- Dean's Achievement Award, Outstanding Student in Real Estate Transactions
- Presidential Scholarship, The University of Texas School of Law



RELATED ARTICLES

21 Coats Rose, P.C. Lawyers Named to 2021 Best Lawyers® List and Ones to Watch

COATS | ROSE

A PROFESSIONAL CORPORATION

MENU

[ABOUT US](#) [PRACTICES](#) [ATTORNEYS](#) [NEWS + EVENTS](#) [CAREERS](#)

[CONTACT US](#)



William D. Walter, Jr.

Director

P: 512.684.3842

F: 713.890.3954

E: wwalter@coatsrose.com

Location: **Austin**

[DOWNLOAD VCARD](#)[PRINT BIO](#)[Affordable Housing and Community Development](#)[Real Estate](#)

Bill is a Director in the Affordable Housing and Community Development and Real Estate sections. His work is concentrated primarily in affordable housing. Bill works on behalf of for-profit and non-profit developers in helping them realize affordable housing projects funded from a variety of specialized sources, including low income housing tax credits, HOME funds, CDBG funds, and the issuance of tax-exempt municipal bonds. His practice includes extensive experience in transactions involving public/private partnerships with housing authorities and other municipal entities. His practice has also developed a concentration on matters related to exemption of charitable and public entities from ad valorem taxation.

EDUCATION

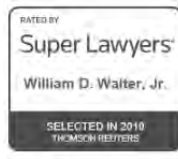
- J.D., *cum laude*, 2000, University of Houston
- B.A., 1995, University of Houston

ADMITTED

- Texas, 2000

AFFILIATIONS

- State Bar of Texas
- Austin Bar Association



RELATED ARTICLES

Coats Rose Austin Office New Location –
Effective December 9, 2019

Coats Rose Affordable Housing Lawyers Serve
as Lead Counsel to Navigate the Revitalization
of the Historic Hotel Grim in a Groundbreaking
Adaptive Reuse Transaction Utilizing a
Combination of State and Federal Historic Tax
Credits, City Funds, State Multifamily Direct
Loan, and LIHTC

Coats Rose Affordable Housing Lawyers to
Speak at the 2019 Texas Housing Conference

Coats Rose Affordable Housing Lawyers Advise
Housing Authority of the City of Texarkana,
Texas on a Redevelopment Transaction Utilizing

the Largest Combination of Revitalization, RAD, and LIHTC in the Region to Date

Private Activity Bond Lottery Returns to Texas – First Time Since 2008

Coats Rose Affordable Housing Attorneys Advise Housing Authority of the City of El Paso on the Redevelopment of 1,590 Affordable Units

Coats Rose Affordable Housing Group Advises Housing Authority of the City of El Paso on the Redevelopment of 1,590 Affordable Units

LOCATIONS

Houston

9 Greenway Plaza, Ste. 1000
Houston, Texas 77046
Phone: 713.651.0111
Fax: 713.651.0220



SHOW MENU



Capabilities

Development



Carleton Echelon Apartments



multifamily offerings.

From Class A market rate opportunities, to affordable housing, we have a track record of delivering world-class products. Our strategic approach to market rate development consists of effectively evaluating a target market's potential profitability and designing our products to meet that specific market's needs. In our affordable ventures, we have navigated complex financing programs and requirements for over 25 years, and boast extensive experience in the market.



Market Rate

Carleton pursues both new development and acquisition rehabilitation projects. Since our executives' real estate experience dates back to the 1970s, our team has successfully navigated projects through boom and bust cycles of both the real estate industry and national economy.



Evaluate market conditions, seeking profitable ventures

Combine regional, competitive advantages with each project

Effectively identify and execute unique, even proprietary, opportunities

Create product solutions designed specifically for the target submarket and population.

Affordable

Carleton (and its affiliates) has been both developer and general contractor for affordable housing clients of all sizes including housing authorities, non-profits, and other entities. We have experience in a broad variety of affordable housing finance programs including:

Rental Assistance Demonstrations (RAD)

Section 42 Tax Credit

HUD financing (including HOPE VI grants)

Other funding sources (including city, state, and federal programs)

Our consistent commitment to this market for more than 20 years provides the foundation for Carleton's ground-breaking accomplishments:

We were the originating firm that completed the first two RAD transactions in Texas

We were the forerunner in developing affordable housing using green building strategies, with Platinum-level certified projects designated by Leadership in Energy

We were one of the earliest providers of affordable housing targeted specifically for seniors and those seeking special access

Contact The Development Division

4201 Spring Valley Road
Suite 800
Dallas, TX 75244

P: 972-980-9810
F: 972-980-1559

Get Your Free Rental Property Consultation

Full Name *

Email *

Phone *

Rental Address or Community Address *

Comments

Get My Free Consultation



SHOW MENU





Our Team

« Back to Our Team



Will Henderson

DEVELOPMENT OFFICER, DIRECTOR OF AFFORDABLE HOUSING

	Email Will
	(972) 980-9810

Will Henderson is the Director of Affordable Housing for Carleton Companies.

Will joined the firm in 2007. Under Will, Carleton was the first developer in Texas to
ive a RAD award for their affordable housing clients.



recommends the best course of action to insure a project's success. He is also responsible for ongoing analysis through the cycle of a project to keep expenditures in line with budgets and expectations of the client.

In addition to providing financial analysis for projects, he is key in managing and overseeing reporting responsibilities to state agencies throughout the tax credit process.

Prior to joining Carleton he worked at Trammell Crow and PAJ, Inc. as a Special Project Analyst.

Will is a graduate of Texas A & M and University of Texas at Dallas.

Connect with Will



© 2023 Carleton Companies.
All Rights Reserved.

[Privacy Policy](#) / [Accessibility](#) / [Site Map](#) / [Share](#)






J Segura, PE

Senior Technical Engineer | Associate

 jsegura@dunaway.com

 [Connect on LinkedIn](#)

J Segura has over two decades of experience in designing and constructing multifamily, office, and commercial projects. This experience includes site grading, drainage, utility, and water quality improvements. J has experience in designing projects within the challenging downtown and urban environments. He has a unique and dynamic approach to projects, finding solutions to challenges, and delivering successful projects both in the private sector and with public agencies.



Why did you choose this career?

As a child, I enjoyed taking things apart to see how they worked, so I knew early on I would be some type of engineer.



What has been your favorite project to work on during your career?

In general, I enjoy urban infill projects. There is some research and history involved. It is almost like archeology.



Do you have a favorite holiday?

Halloween. My daughters really look forward to it, and their excitement is infectious.



What was your first job?

Ice cream cone maker at Marble Slab when I was 15.



What's the best piece of advice you have ever recieved?



Laura Toups, PE, LEED AP

Engagement Manager

 ltoups@dunaway.com

Laura Toups has over three decades of experience in the civil engineering and urban design field. During her career, Laura has combined her understanding of engineering and development issues with an interest in city policies and regulations. This has facilitated the development of a collaborative vision of master planning and urban design. Her approach to master planning and urban design projects is to collaborate with architects and landscape architects to explore creative solutions to site civil improvements and to incorporate the elements and policies required to ultimately permit and construct sustainable projects. She has been active in City of Austin planning efforts serving on the Water and Wastewater Commission and Downtown Commission and various neighborhood planning efforts. Having served as project manager for numerous large-scale phased projects, Laura brings the experience to successfully work with multidiscipline design teams including project artists and stakeholder groups.



Why did you choose this career?

I wanted to work in a field that was involved in creating spaces for people to work, live, and play.



What has been your favorite project to work on during your career?

Colony Park Sustainable Communities Initiative because it is a master plan for a new development in northeast Austin that will serve to help revitalize an underserved area and provide new opportunities for the future.



THE TEAM

"It's not only about creating authentic buildings and spaces, creative process starts with authentic people, and that's what we're building in our firm."

— JEFF BRAND

"The idea that you could be working on a project that is so far away from home... It's amazing"

— W. McCONNELL BOBO

"We design with the same level of care through all scales, from the overall master plan down to the human touch."

— LESHA BLAIR

Nelsen Partners is a group of creative problem solvers – designers with a real-world understanding for authentic place-making and enduring architecture. We are service driven, aiming to exceed our clients' needs by creating value and ensuring their success. This commitment to exceptional service, along with a passion for design excellence, is what makes Nelsen Partners unique.

For over 30 years the leaders of Nelsen Partners have worked together on projects throughout the US and around the world, providing architecture, interiors, planning, and urban design services for projects ranging from mixed-use developments and master-planned urban centers, to retail developments, office buildings, residential towers, hotels, performing arts venues, and restaurants.

We are a practice consisting of experienced professionals, inspired by the enthusiasm of talented young architects who keep our ideas fresh and expand our vision. Our projects are designed and managed by the firm's leaders with the support of more than 70 talented professionals. Our clients learn early in our delivery process that they can depend on the top leadership of our organization to navigate the successful design, production and construction administration of award-winning architecture.

The expertise gained on hundreds of projects combined with a commitment to exceptional service has built the foundation for the firm that continues its growth and expansion in both the United States and international markets.

► **OUR VISION**



V

Architecture is not a formula or style; it is the synthesis of complex questions within the context of community, environment, function, and fiscal constraints. Its development involves skillful listening and the ability to embrace the goals and objectives of our clients. It is shaped with experience, creativity and vision.

Inspired by the opportunities presented, Nelsen Partners has applied its vast experience to projects throughout the world with the goal of exceptional work and extraordinary service to our clients; creating meaningful and memorable places that enrich lives through design.

► OUR APPROACH

OUR APPROACH



Nelsen Partners' success is rooted in our ability to listen, understand the design problem, and skillfully create a sound architectural solution. From client goals and programmatic requirements to environmental sensitivities and cultural appropriateness, each project is considered under its distinct set of criteria, using sound design principles as the foundation of each design solution.

Our process begins with a highly collaborative design methodology grounded in a firm understanding of the project objectives, market position, and the client's goals. The overall process is executed with a structured project management system to guide the project from inception to completion. Expertise is balanced with creativity in our process to provide outstanding solutions and service to our clients.

► LEADERSHIP

ABOUT NELSEN PARTNERS

An award-winning architecture & planning firm founded in 1990, driven by quality design and our clients' successes.

-

All content ©Nelsen Partners unless otherwise noted.

FOLLOW US

LinkedIn

(<https://www.linkedin.com/company/nelsen-partners/>)

Facebook

(<https://www.facebook.com/NelsenPartners/>)

Instagram

(https://www.instagram.com/nelsen_partners/)

LOGIN

([HTTP://CLIENTS.NELSENPARTNERS.COM/](http://clients.nelsenpartners.com/))

LET'S TALK

name

email

comments

Matthew Beaton

AIA – ASSOCIATE, AUSTIN

mbeaton@nelsenpartners.com

Since joining Nelsen Partners' Austin office in 2015, Matthew Beaton has led project teams for several affordable and market-rate mixed-use and multi-family projects, including a new mixed-use residential building on North Lamar Boulevard and the redevelopment of the RBJ Center Senior Apartments and Chalmers Courts in east Austin. Previously, he worked for several years in Chicago, focusing on urban affordable and senior housing projects. Matt is actively involved in the local community, promoting affordable housing and sustainable urbanism in Austin.

Philip Crisara

AIA – VICE PRESIDENT / MANAGING
DIRECTOR, AUSTIN

pcrisara@nelsenpartners.com

Since opening the firm's Austin office in 1996, Vice President Philip Crisara has leveraged his 30+ years of professional experience to provide design leadership, strategic project envisioning, management and mentoring for Nelsen Partners. As Managing Director of the Austin office, he has been successful in delivering remarkable projects both nationally and internationally including master planning, mixed-use, retail, office, multi-family and restaurants projects. His commitment to comprehensive project involvement and attention to detail has developed a design/ delivery process that our clients count on and our team utilizes as a foundation for success.

about winstead

[Home](#) + [About Winstead](#) + [Leadership Team](#)

[Core Values](#) [Alternative Pricing Arrangements](#) [Overview](#) [Locations](#) [Leadership Team](#)

Leadership Team

Board of Directors



[Jeff Matthews](#)
Chairman & CEO
214.745.5643
jmatthews@winstead.com



[Mike Alessio](#)
Shareholder
214.745.5144
malessio@winstead.com



[Alex Allemann](#)
Shareholder
512.370.2804
aallemann@winstead.com



[Tracey Bailey](#)
Shareholder
214.745.5192
tsbailey@winstead.com



[Andy Dow](#)
Shareholder
214.745.5387
adow@winstead.com



[Melissa Ruman Stewart](#)
Shareholder
214.745.5200
mstewart@winstead.com



[Stewart Whitehead](#)
Shareholder
512.370.2854
swwhitehead@winstead.com

Department Heads



[Bob Burton](#)
Shareholder; Co-Chair, Business & Transactions Department
512.370.2869
rburton@winstead.com



[Andrew Rosell](#)
Shareholder; Co-Chair, Business & Transactions Department
817.420.8261
arosell@winstead.com



[James Ruiz](#)
Shareholder; Chair, Litigation & Dispute Resolution Department
512.370.2818

Employees

Nearly 600 nationwide,
including more than 300 attorneys

Global Networks

The Bridge Group
www.thebridge-group.com
11 law firms in multiple U.S. and
European jurisdictions

FraudNet
www.icc-ccs.org
79 law firms across 67 countries

Office Managing Shareholders



[Brian Short](#)
Managing Shareholder - Charlotte
704.339.1774
bshort@winstead.com



[David Fowler Johnson](#)
Managing Shareholder - Fort Worth
817.420.8223
dfjohnson@winstead.com



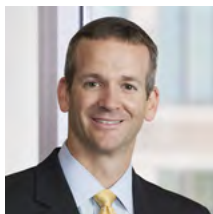
[Dan Martinez](#)
Managing Shareholder - San Antonio
210.277.6803
dmartinez@winstead.com



[George Craft, Jr.](#)
Managing Shareholder - Houston
713.650.2751
gcraft@winstead.com



[Jordan Ware](#)
Managing Shareholder - Austin
512.370.2837
jware@winstead.com



[Kyle Watson](#)
Managing Shareholder - The Woodlands
281.681.5957
krwatson@winstead.com

Administrative Department Leaders



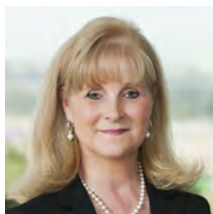
Todd Arritola
Chief Business Development Officer
214.745.5799
tarritola@winstead.com



Merilee Contreras
Director of Human Resources
214.745.5382
mcontreras@winstead.com



Chris Di Masi
Chief Information Officer
214.745.5158
cdimasi@winstead.com



[Nancy Furney](#)
Chief Human Resources Officer
214.745.5228
nfurney@winstead.com



Kathy Hall
Chief Financial Officer
214.745.5269
khall@winstead.com



Ann Jacobson
Director of Administration
Austin and San Antonio
512.370.2829
ajacobson@winstead.com



Terri L. Lawrence
Dir. of Library & Information Resources
214.745.5358
tlawrence@winstead.com



Howard Mudrick
Executive Director
214.745.5400
hmudrick@winstead.com



Application for OHDA Funding – 2024

Tab 2c – Resumes of Property Management Team

Please note that because Austin Habitat for Humanity is not offering any rental units, we have not included information about property management.



Application for OHDA Funding – 2024

Tab 3 – Financial Information



Application for OHDA Funding – 2024

Tab 3a – Federal IRS Certification

CINCINNATI OH 45999-0038

In reply refer to: 0255881240
Aug. 23, 2023 LTR 4170C 0
74-2373217 000000 00
00017434
BODC: TE

AUSTIN HABITAT FOR HUMANITY INC
% PHYLLIS SNODGRASS
500 W BEN WHITE BLVD
AUSTIN TX 78704

034377

Person to contact: Customer Service

Dear Sir/Ma'am:

We're responding to your request of Aug. 16, 2023, about the tax-exempt status of Austin Habitat for Humanity Inc

We issued a determination letter in August, 1985, granting this organization exemption from federal income tax under Internal Revenue Code Section 501(c)(3).

Our records show this organization is not a private foundation within the meaning of Internal Revenue Code (IRC) Section 509(a) because it's described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions to this organization as provided in Internal Revenue Code (IRC) Section 170. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for federal estate and gift tax purposes if they meet the requirements of IRC Sections 2055, 2106, and 2522.

If an organization fails to file a required annual return or notice for three consecutive years, its tax-exempt status is revoked by operation of law. This is stated in IRC Section 6033(j)(1). The revocation is effective on the filing due date of the third annual return or notice. For more information about filing requirements, you can visit our website at www.irs.gov/eo.

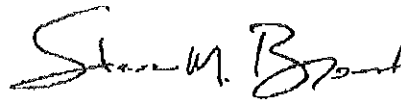
If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

0255881240
Aug. 23, 2023 LTR 4170C 0
74-2373217 000000 00
00017435

AUSTIN HABITAT FOR HUMANITY INC
% PHYLLIS SNODGRASS
500 W BEN WHITE BLVD
AUSTIN TX 78704

Sincerely yours,

A handwritten signature in black ink, appearing to read "Steve M. Brown". The signature is fluid and cursive, with the first name "Steve" and last name "Brown" clearly distinguishable.

Steve M. Brown, Operations Manager
Operations 3-CIN



Application for OHDA Funding – 2024

Tab 3b – Certified Financial Audit

**AUSTIN HABITAT FOR HUMANITY, INC.
(A Nonprofit Corporation)**

**CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

As of and for the Years Ended December 31, 2022 and 2021

And Report of Independent Auditor

AUSTIN HABITAT FOR HUMANITY, INC.
TABLE OF CONTENTS

REPORT OF INDEPENDENT AUDITOR 1-2

CONSOLIDATED FINANCIAL STATEMENTS

 Consolidated Statements of Financial Position..... 3

 Consolidated Statements of Activities 4-5

 Consolidated Statements of Functional Expenses..... 6-7

 Consolidated Statements of Cash Flows 8

 Notes to the Consolidated Financial Statements 9-24

SUPPLEMENTARY INFORMATION

 Consolidating Schedule of Financial Position 25-26

 Consolidating Schedule of Activities 27-28

Report of Independent Auditor

To the Board of Directors
Austin Habitat for Humanity, Inc.
Austin, Texas

Opinion

We have audited the accompanying consolidated financial statements of Austin Habitat for Humanity, Inc. and its subsidiaries (the "Organization"), which comprise the consolidated statements of financial position as of December 31, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in *the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information in the consolidating schedule of financial position and consolidating schedule of activities on pages 25 through 28, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Cherry Bekaert LLP

Austin, Texas
June 27, 2023

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 13,913,049	\$ 7,795,025
Restricted cash	842,765	1,792,129
Accounts receivable	280,620	323,404
Pledges receivable	167,500	66,550
Mortgages receivable, current portion, net	392,172	368,591
ReStore inventory	2,110,471	1,659,178
Home construction in progress	1,588,943	856,968
Prepaid expenses and other current assets	621,238	537,367
Total Current Assets	19,916,758	13,399,212
Land held for development	4,650,591	4,683,150
Land held for sale	1,494,282	1,494,117
Mortgages receivable, long-term portion, net	8,312,439	9,055,970
Notes receivable, 2 nd liens, net	952,583	992,411
Operating lease right-of-use assets	4,510,825	-
Other long-term assets	214,702	-
Property and equipment, net	14,269,219	10,896,064
Total Assets	\$ 54,321,399	\$ 40,520,924
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 481,449	\$ 658,812
Accrued expenses	1,038,531	1,076,436
Deferred revenue	3,357,761	3,463,671
Financing lease obligation, current portion	38,624	37,484
Operating lease liability, current portion	529,443	-
Pass-through donations payable	331,000	-
Notes payable - TDHCA, net, current portion	106,959	109,658
Long-term debt, current portion	259,430	180,325
Paycheck Protection Program loan	-	768,200
Total Current Liabilities	6,143,197	6,294,586
Financing lease obligation, long-term portion	83,103	116,005
Operating lease liability, net, long-term portion	4,036,718	-
Notes payable - TDHCA, net, long-term portion	1,273,988	1,335,319
Line of credit	2,000,000	-
Long-term debt, net, long-term portion	8,781,571	8,842,541
Total Liabilities	22,318,577	16,588,451
Net Assets:		
Without donor restrictions	30,776,740	23,198,088
With donor restrictions	1,226,082	734,385
Total Net Assets	32,002,822	23,932,473
Total Liabilities and Net Assets	\$ 54,321,399	\$ 40,520,924

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Contributions and Other Income:			
Contributions	\$ 10,605,851	\$ 1,009,134	\$ 11,614,985
Home building sponsorship revenues	1,907,912	-	1,907,912
Investment return, net	72,205	-	72,205
Other income	762,064	-	762,064
Net assets released from restrictions	517,437	(517,437)	-
Total Contributions and Other Income	13,865,469	491,697	14,357,166
ReStore Revenues:			
ReStore sales	11,307,325	-	11,307,325
In-kind donation of inventory	5,500,224	-	5,500,224
Cost of goods sold	(8,935,434)	-	(8,935,434)
Sales discounts and refunds	(571,614)	-	(571,614)
Total ReStore Revenues, net	7,300,501	-	7,300,501
Low-Cost Housing Revenues:			
Home sales	3,116,900	-	3,116,900
In-kind contributions of labor and construction materials	1,078,455	-	1,078,455
Mortgage discount and amortization	352,815	-	352,815
Other housing revenues	3,345	-	3,345
Cost of homes sold	(3,840,788)	-	(3,840,788)
Total Low-Cost Housing Revenues, net	710,727	-	710,727
Total Revenues	21,876,697	491,697	22,368,394
Expenses:			
Low-cost housing program	4,748,559	-	4,748,559
ReStore program	6,708,399	-	6,708,399
Fundraising	1,339,206	-	1,339,206
Management and general	1,501,881	-	1,501,881
Total Expenses	14,298,045	-	14,298,045
Change in net assets	7,578,652	491,697	8,070,349
Net assets, beginning of year	23,198,088	734,385	23,932,473
Net assets, end of year	\$ 30,776,740	\$ 1,226,082	\$ 32,002,822

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Contributions and Other Income:			
Contributions	\$ 2,652,548	\$ 199,984	\$ 2,852,532
Home building sponsorship revenues	2,107,376	-	2,107,376
Investment return, net	9,159	-	9,159
Other income	2,264,741	-	2,264,741
Net assets released from restrictions	699,620	(699,620)	-
Total Contributions and Other Income	7,733,444	(499,636)	7,233,808
ReStore Revenues:			
ReStore sales	7,318,500	-	7,318,500
In-kind donation of inventory	4,022,595	-	4,022,595
Cost of goods sold	(5,899,306)	-	(5,899,306)
Sales discounts and refunds	(290,288)	-	(290,288)
Total ReStore Revenues, net	5,151,501	-	5,151,501
Low-Cost Housing Revenues:			
Home sales	4,699,500	-	4,699,500
In-kind contributions of labor and construction materials	665,987	-	665,987
Mortgage discount and amortization	333,908	-	333,908
Other housing revenues	3,510	-	3,510
Cost of homes sold	(5,137,326)	-	(5,137,326)
Total Low-Cost Housing Revenues, net	565,579	-	565,579
Total Revenues	13,450,524	(499,636)	12,950,888
Expenses:			
Low-cost housing program	2,750,381	-	2,750,381
ReStore program	4,766,961	-	4,766,961
Fundraising	1,264,475	-	1,264,475
Management and general	976,779	-	976,779
Total Expenses	9,758,596	-	9,758,596
Change in net assets	3,691,928	(499,636)	3,192,292
Net assets, beginning of year	19,506,160	1,234,021	20,740,181
Net assets, end of year	\$ 23,198,088	\$ 734,385	\$ 23,932,473

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2022

	Low-Cost Housing	ReStore	Fundraising	Management and General	Total
Salaries and related	\$ 2,293,601	\$ 4,297,084	\$ 844,808	\$ 729,718	\$ 8,165,211
Advertisements	2,795	217,733	272,020	35,463	528,011
Office expenses	95,276	397,418	20,319	70,504	583,517
Information technology	69,318	107,004	30,138	34,085	240,545
Occupancy	122,902	902,364	5,591	8,851	1,039,708
Travel	25,333	67,082	14,837	27,376	134,628
Conference, conventions, and meetings	48,331	29,418	6,590	172,845	257,184
Interest and amortization	16,491	167,233	7,508	7,478	198,710
Tithe to Habitat for Humanity International	1,087,083	-	-	-	1,087,083
Depreciation	33,918	272,763	10,339	63,061	380,081
Insurance	73,959	166,825	2,948	6,289	250,021
Warrant work	19,811	-	-	-	19,811
Tools and equipment	16,303	6,712	-	1,724	24,739
Professional services	123,450	44,942	5,426	253,582	427,400
Dues and subscriptions	40,679	21,378	42,357	55,129	159,543
Home repair program	410,153	-	5,133	-	415,286
Other expense	269,156	10,443	71,192	35,776	386,567
Total	<u>\$ 4,748,559</u>	<u>\$ 6,708,399</u>	<u>\$ 1,339,206</u>	<u>\$ 1,501,881</u>	<u>\$ 14,298,045</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2021

	Low-Cost Housing	ReStore	Fundraising	Management and General	Total
Salaries and related	\$ 1,766,941	\$ 3,152,190	\$ 708,929	\$ 473,416	\$ 6,101,476
Advertisements	4,690	145,352	248,259	8,402	406,703
Office expenses	41,880	342,629	18,947	39,775	443,231
Information technology	63,251	74,088	22,092	18,359	177,790
Occupancy	116,144	465,053	3,888	11,030	596,115
Travel	6,395	31,263	4,555	6,564	48,777
Conference, conventions, and meetings	1,744	14,702	2,399	136,778	155,623
Interest and amortization	18,721	143,793	6,757	6,570	175,841
Tithe to Habitat for Humanity International	226,334	-	-	-	226,334
Depreciation	26,454	221,797	10,556	22,206	281,013
Insurance	52,543	122,452	2,646	3,087	180,728
Warrant work	6,623	-	-	-	6,623
Tools and equipment	8,310	1,267	-	373	9,950
Professional services	65,595	21,869	4,445	211,645	303,554
Dues and subscriptions	22,635	19,675	14,446	32,537	89,293
Home repair program	309,754	-	2,522	(22)	312,254
Other expense	12,367	10,831	214,034	6,059	243,291
Total	<u>\$ 2,750,381</u>	<u>\$ 4,766,961</u>	<u>\$ 1,264,475</u>	<u>\$ 976,779</u>	<u>\$ 9,758,596</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

DECEMBER 31, 2022 AND 2021

	2022	2021
Cash flows from operating activities:		
Change in net assets	\$ 8,070,349	\$ 3,192,292
Adjustments to reconcile change in net assets to net cash flows from operations:		
Amortization expense	14,495	14,495
Depreciation	380,081	281,013
Gain on extinguishment of debt	(768,200)	(768,200)
Depreciation in investments	-	11
Loss on disposal of property and equipment	332,898	-
Change in operating assets and liabilities:		
Accounts receivable	42,784	59,668
Pledges receivable	(100,950)	266,835
Mortgages receivable	719,950	358,802
ReStore inventory	(451,293)	(806,757)
Home construction in progress	(731,975)	2,103,990
Prepaid expenses and other current assets	(83,871)	(323,616)
Land held for development	32,559	275,204
Land held for sale	(165)	(1,494,117)
Notes receivable, 2 nd liens	39,828	12,579
Other long-term assets	(214,702)	-
Accounts payable	(177,363)	337,493
Accrued expenses	(37,905)	407,323
Deferred revenue	(105,910)	(849,949)
Pass-through donations payable	331,000	-
Net change in lease assets and liabilities	55,336	-
Net cash from operating activities	<u>7,346,946</u>	<u>3,067,066</u>
Cash flows from investing activities:		
Sales of investments	-	16,961
Purchases of property and equipment	(4,086,134)	(1,413,616)
Net cash from investing activities	<u>(4,086,134)</u>	<u>(1,396,655)</u>
Cash flows from financing activities:		
Net (payments) proceeds on line of credit	2,000,000	(1,000,000)
Payments on long-term debt	(2,057,532)	-
Payments on financing lease obligation	(31,762)	(36,378)
Proceeds from issuance of long-term debt	2,061,172	3,680,957
Payments on notes payable - TDHCA	(64,030)	(46,751)
Proceeds from Paycheck Protection Program loan	-	768,200
Net cash from financing activities	<u>1,907,848</u>	<u>3,366,028</u>
Net increase in cash and cash equivalents	5,168,660	5,036,439
Cash, cash equivalents and restricted cash, beginning of year	9,587,154	4,550,715
Cash, cash equivalents and restricted cash, end of year	<u>\$ 14,755,814</u>	<u>\$ 9,587,154</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 233,342</u>	<u>\$ 161,420</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AUSTIN HABITAT FOR HUMANITY, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 1—Organization

Austin Habitat for Humanity, Inc. (“AHFH”) is a nonprofit, affordable housing developer dedicated to the elimination of substandard housing in and around Austin, Texas. It is affiliated with Habitat for Humanity International, Inc. (“HFHI”) based in Americus, Georgia. AHFH was incorporated in 1985 under the laws of the state of Texas. While adhering to the policies and procedures prescribed by HFHI, AHFH exists as a separate corporation with its own Board of Directors (the “Board”). Local policies, strategies, operations, and fundraising are the responsibility of each affiliate.

Austin Neighborhood Alliance for Habitat, Inc., (the “Alliance”) is a wholly owned non-profit corporation formed to support AHFH. The Alliance receives federal financial assistance to acquire land and develop infrastructure for homes. AHFH transferred \$5,000,000 in 2021 from the Alliance. There were no transactions in 2022.

HomeBase Texas (“HomeBase”) is a wholly owned non-profit corporation that provides affordable homeownership opportunities to homeowners by partnering with outside developers, builders, and agencies.

Low-Cost Housing Program – To be considered for home ownership, families must be low-income families who demonstrate a need for better housing, an ability to make mortgage payments, and a willingness to work in partnership with AHFH. The partnership consists, in part, of each family completing 300 hours of “sweat equity” and meeting monthly mortgage payments. AHFH acquires the land, finds and qualifies the families, raises the funding, finds and supervises construction volunteers, builds the houses, and funds the mortgages. Houses are sold resulting in either a no interest or zero profit on the mortgage. By policy of HFHI, AHFH may accept government support for land, infrastructure improvements and construction.

ReStore Program – AHFH also operates three ReStores, two in Austin and one in San Marcos, as well as an online store, ShopAustinRestore.com. The ReStore program provides access to quality building materials, new and used, household goods, clothing, etc., to the general public to help them create a better human habitat in which to live and work. The ReStore receives donated materials, purchases items, and sells them.

Note 2—Summary of significant accounting policies

Basis of Presentation – The consolidated financial statements are presented in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) as defined by the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”).

Consolidation – The Alliance and HomeBase financial statements are consolidated into the financial statements of AHFH because AHFH has control over and an economic interest in the Alliance and HomeBase. AHFH and its affiliates, the Alliance and HomeBase, are collectively referred to as the “Organization”. All significant inter-organization accounts and transactions have been eliminated in consolidation.

Net Asset Classification – In accordance with FASB ASC Topic 958, *Not-for-Profit Entities*, the Organization is required to report information regarding its financial position and activities according to two classes of net assets:

Net Assets Without Donor Restrictions – Net assets that are not subject to stipulations. Net assets without donor stipulations may be used for any purpose or designated for specific purposes by the Organization. The Organization has reserved \$100,000 as board-designated net assets at December 31, 2022 and 2021.

Net Assets With Donor Restrictions – Net assets that are subject to donor-imposed stipulations, which limit their use by the Organization to a specific purpose and/or the passage of time.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 2—Summary of significant accounting policies (continued)

Use of Estimates – The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include the fair value of investments, allowances for uncollectable receivables, useful lives of property and equipment, functional expense allocation, and the valuation of in-kind services and materials.

Advertising Costs – Advertising costs are expensed when incurred. Advertising expense for the years ended December 31, 2022 and 2021 were \$528,011 and \$406,703, respectively.

Fair Value Measurements – The Organization measures and discloses fair value measurements in accordance with the authoritative literature. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

Level 1 – Inputs based on quoted market prices in active markets for identical assets or liabilities. An active market is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 – Observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.

Level 3 – Unobservable inputs that reflect the Organization's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

Cash and Cash Equivalents – The Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted Cash – Restricted cash represents proceeds received from the loan agreement with Frost bank to be used to construct a new warehouse in south Austin (see Note 10).

Supplemental Cash Flow Information – The following table sets forth the Organization's reconciliation of cash and restricted cash reported within the statements of cash flows for the years ended December 31:

	2022	2021
Cash	\$ 13,913,049	\$ 7,795,025
Restricted cash	842,765	1,792,129
Total cash and restricted cash shown in the statements of cash flows	<u>\$ 14,755,814</u>	<u>\$ 9,587,154</u>

Accounts Receivable – Accounts receivable is recorded at the amount the Organization expects to collect on outstanding balances. The Organization has not recorded an allowance for uncollectible accounts receivable at December 31, 2022 or 2021 as management believes all balances to be collectible.

Pledges Receivable – Pledges receivable is recorded at the amount the Organization expects to receive from donors. Promises to give is recorded at fair value if expected to be collected in one year and at net present value if expected to be collected in more than one year. The Organization has not experienced material uncollectible amounts in the past, as a result, an allowance was not considered necessary at December 31, 2022 and 2021. The Organization did not apply a net present value discount on the pledges receivable balance as of December 31, 2022 and 2021 as management considered the amount to be insignificant.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 2—Summary of significant accounting policies (continued)

Home Sales and Mortgages Receivable – Home sales represent the sale of houses built in Austin, Texas or the Greater Austin Area by the Organization to qualified families. Homes are sold at affordable prices and the sales are financed by the Organization utilizing non-interest bearing 15- to 35-year mortgages due in monthly installments from the families. The mortgages are secured by the underlying real estate and are carried at the unpaid principal balances. On certain older loans, a “soft” (0% interest, deferred, forgivable after 30 years) second mortgage was used to secure the difference between the affordable mortgage amount and the market value. This practice ended in 2016 with the addition of a deed restriction that effectively locked this equity into the property, making it inaccessible to the homeowner at resale.

Mortgages receivable is discounted based upon prevailing market interest rates for low-income housing at the inception of the mortgages. The financing discounts are amortized and reflected as mortgage discount and amortization in the accompanying consolidated statements of activities when mortgage payments are collected.

Notes Receivable, 2nd Liens – Notes receivable is a deferred repayable 2nd lien with the first payment due after 30 years, amortizing over five years thereafter. The 2nd lien is attached to a home sale to qualified applicants under the HomeBase Texas program. The first lien is provided for by a traditional third party lender. The second lien is due and payable between 20 to 30 years to allow for the first lien to have been paid off and provides a subsidy that allows the home sale to meet the affordability requirements of the HomeBase Texas program. These notes are discounted based upon prevailing market interest rates for low-income housing at the inception of the mortgages. The Organization has not recorded an allowance for uncollectible notes receivable at December 31, 2022 or 2021 as management believes all balances to be collectible.

Allowance for Credit Losses – The Organization’s allowance for credit losses is that amount considered adequate to absorb probable losses based on management’s evaluations of the size and current risk characteristics of the mortgage loan portfolios. Such evaluations consider historical and current portfolio performance information and experience with clients. Specific allowances for credit losses are established for large impaired notes on an individual basis. A note is considered impaired when, based on current information and events, it is probable that the Organization will be unable to collect the scheduled payments when due according to the contractual terms of the promissory note. The specific allowances established for these loans are based on an analysis of the most probable source of repayment, including the estimated fair value of the underlying collateral.

The Organization recorded an allowance of \$268,250 and \$-0- at December 31, 2022 or 2021, respectively. The Organization maintains a partner relationship with the mortgagees. However, the Organization will consider foreclosure proceedings on any delinquent accounts if the partner family ceases to have the ability to pay and make payments on the mortgage or no longer has a willingness to partner with the Organization. At December 31, 2022 and 2021, the Organization had no investment in foreclosed loans.

ReStore Inventory – ReStore inventory consists of donated building materials, household items and clothing as well as purchased building materials available for sale. Donated inventory is recorded as in-kind contributions at fair value when received based on estimated sales value. There are no donor-imposed restrictions associated with donated inventory. Purchased inventory is stated at the lower of cost or market determined by the first-in first-out method.

Home Construction in Progress – Home construction in progress represents home construction and land costs incurred on incomplete homes in progress and completed homes not yet conveyed to the recipient family. Once sold and conveyed, the home costs are expensed to cost of homes sold in the accompanying consolidated statements of activities.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 2—Summary of significant accounting policies (continued)

Land Held for Development and Sale – Land held for development and sale includes the costs of purchasing and developing land. Costs incurred to improve land are capitalized when incurred. Interest incurred on related debt during the construction period is capitalized as incurred. Once construction of a home on a lot is completed, the cost of the associated lot is expensed in cost of homes sold on the accompanying consolidated statements of activities.

Property and Equipment – Property and equipment consists of land, buildings, and equipment. Property and equipment additions are recorded at cost if purchased or estimated fair value if donated less accumulated depreciation. The Organization capitalizes all additions over \$1,000 and expenses maintenance and repairs that do not improve or extend the useful lives of the respective assets. Depreciation is calculated on a straight-line basis over the estimated useful lives of the respective assets. Estimated useful lives are three to five years for computer equipment; five years for building improvements, software, and vehicles; three to seven years for tools and construction equipment; and twenty to forty years for completed buildings. Property and equipment under financing leases are amortized over the shorter of the lease term or the expected useful life of the asset.

Long-lived assets subject to depreciation and amortization are reviewed for impairment whenever events or circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset exceeds fair value, if the carrying amount of the asset is not recoverable. Management believes there has been no impairment of such assets as of December 31, 2022 and 2021.

Debt Issuance Costs – Debt issuance costs associated with long-term debt are recorded as a reduction of the related debt balance and amortized to interest expense over the term of the related arrangement.

Notes Payable - TDHCA – The Texas Department of Housing and Community Affairs Department (“TDHCA”) administers the Owner - Builder Loan Program, also known as the Texas Bootstrap Loan Program (“Bootstrap Program”). The Bootstrap Program is a self-help housing construction program that provides the owners and builders of very low-income families an opportunity to purchase or refinance real property on which to build new housing or repair their existing homes through “sweat equity.” Owner builder’s household income may not exceed 60% of Area Median Family Income. The Bootstrap Program notes payable are discounted based upon prevailing market interest rates at the inception of the mortgage. The financing discounts are amortized and reflected as mortgage discount and amortization in the accompanying consolidated statements of activities as the mortgage payments are made.

ReStore Sales Revenue – The Organization operates three thrift retail stores and has an online presence with its ShopAustinReStore.com website and various online shopping websites such as eBay, Etsy, etc. The stores provide access to quality building materials, new and used household goods, clothing, furnishings, and other construction materials and is open to the general public. The stores receive donated materials and purchase items for resale. Sales are recognized on a daily basis as they occur.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 2—Summary of significant accounting policies (continued)

Contribution Revenue – All contributions, including home building sponsorship revenues, government grant revenue, and noncash contributions, are recorded at their fair value and are considered to be available for operations of the Organization unless specifically restricted by the donor. Unconditional promises to give cash and other assets are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of donated assets. When donor restrictions expire, that is, when a stipulated time restriction ends or restricted purpose is accomplished, the related net assets are reclassified to net assets without donor restrictions. This is reported in the accompanying consolidated statements of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire within the fiscal year in which the contributions are received. Conditional promises to give, that is those with a measurable performance or other barrier and a right of return or release, are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Government Grant Revenue – The Organization receives funding from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the consolidated statements of financial position.

The Organization also receives funding in the form of forgivable loans from the City of Austin through the Austin Housing Finance Corporation for the purpose of constructing, rehabilitating, and preserving affordable housing. The Organization recognizes revenue at the time the loan is forgiven which is when a home is sold to an income qualified buyer.

Home Building Sponsorship Revenues – The Organization sells sponsorship opportunities to local businesses and organizations to underwrite the costs of constructing a house. In addition to recognition as an Austin Habitat for Humanity partner, typically the sponsorship includes the option for the entity to volunteer on the build site. Sponsorship revenues are recognized in the year they are received.

In-Kind Contributions of Labor and Construction Materials – A substantial number of volunteers have made significant contributions of their time to the Organization's program and supporting services. Donated services are recognized as contributions if the services (1) create or enhance non-financial assets, or (2) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Under those criteria, volunteer time and professional services donated to construct homes is recognized as contribution revenue and capitalized as home construction in progress. Volunteer time and professional services donated to construct homes are valued and reported at the estimated fair value in the consolidated financial statements based on current market rate for similar professional services. Contributed construction materials are valued and reported at the estimated fair value in the consolidated financial statements based on estimated fair values. There are no donor-imposed restrictions associated with in-kind contributions of labor and constructions materials. When homes are transferred to recipient families, home construction in progress is recorded as a component of cost of homes sold within the accompanying consolidated statements of activities.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 2—Summary of significant accounting policies (continued)

Functional Expense Allocation – The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of activities. Accordingly, certain expenses are allocated between functional categories based on management's estimates. Expenses relating to more than one function are allocated to low-cost housing program, ReStore program, fundraising, and management and general based on employee time and effort estimates. Allocations to low-cost housing and ReStore programs are for activities that result in services being distributed to beneficiaries, donors, or others that fulfill the mission of the Organization. Allocations to management and general expenses include accounting, general management and oversight, audit, budgeting, human resources, legal and admin support of the Board. Allocations for fundraising are primarily for fundraising activities for operations. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide overall support and direction of the Organization.

Federal Income Taxes – AHFH, the Alliance, and HomeBase are all non-profit organizations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except with respect to any unrelated business income. AHFH, the Alliance and Home Base did not incur any tax liabilities for unrelated business income during the years ended December 31, 2022 or 2021. The Organization assesses uncertainties in income taxes in its consolidated financial statements and uses a threshold of more likely than not for recognition and derecognition of tax positions taken. Management determined no uncertain tax positions have been taken. There is no provision or liability for federal income taxes in the accompanying consolidated financial statements related to the Organization. AHFH, the Alliance, and Home Base file Form 990 tax returns in the U.S. federal jurisdiction and are subject to routine examinations of its returns. However, there are no examinations currently in progress.

Recent Accounting Pronouncements – In February 2016, FASB issued ASU 2016-02, *Leases*. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the consolidated balance sheet at the date of lease commencement. The Organization adopted this ASU effective January 1, 2022 using the modified retrospective approach. As a result of adopting this ASU, the Organization recorded right-of-use ("ROU") assets and lease liabilities of approximately \$4,600,000. Adoption of the new standard did not materially impact the Organization's change in net assets and had no impact on cash flows. The Organization considers a lease term to be the noncancelable period that it has the right to use the underlying asset. Lease expense is recognized on a straight-line basis over the expected lease term.

In September 2020, FASB issued ASU 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The standard requires presentation of contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash and other financial assets. It also requires a disclosure of disaggregated contributions of nonfinancial assets by category that depicts the type of contributed nonfinancial assets. This distinction will increase transparency of contributions recognized. This standard will be effective for fiscal years beginning after June 15, 2021. The effect of the adoption did not have a material effect on the consolidated statements of activities and footnotes for the year ended December 31, 2022.

In June 2016, FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The standard requires certain financial assets to be measured at amortized cost net of an allowance for estimated credit losses, such that the net receivable represents the present value of expected cash collection. The new rules also require that certain financial assets be measured at amortized cost reflecting an allowance for estimated credit losses that are expected to occur over the life of the assets. This standard will be effective for fiscal years beginning after December 15, 2022. Early adoption is permitted. The Organization is currently assessing the impact the adoption of ASU 2016-02 will have on its consolidated financial statements.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 3—Liquidity and availability of resources

The Organization's financial assets available within one year of the consolidated statement of financial position date for general expenditure, that is, without donor or other restrictions limiting their use, are as follows at December 31:

	2022	2021
Cash and cash equivalents	\$ 13,913,049	\$ 7,795,025
Accounts receivable, net	280,620	323,404
Pledges receivable, net	167,500	66,550
Mortgages receivable, current portion, net	392,172	368,591
	<u>\$ 14,753,341</u>	<u>\$ 8,553,570</u>
Less amounts not available to be used for general expenditures within one year:		
Subject to donor purpose restrictions	(1,226,082)	(734,385)
Financial assets available to meet general expenditures within one year	<u>\$ 13,527,259</u>	<u>\$ 7,819,185</u>

For purposes of analyzing resources available to meet general expenditures over a one-year period, the Organization considers all expenditures related to its ongoing activities to be general expenditures. Receivable balances are expected to be collected within one year. Total net assets without donor restrictions as of December 31, 2022 were approximately \$31,000,000. The Organization also maintains an available line of credit of \$5,000,000 with Sunflower Bank and a \$1,000,000 with Austin Community Foundation that are available for draw.

Note 4—Concentrations of credit risk

Financial instruments which potentially subject the Organization to concentrations of credit risk consist principally of cash and cash equivalents, investments, and its receivables.

As of December 31, 2022 and 2021, the Organization had cash and cash equivalents in excess of insured limits of approximately \$12,724,160 and \$7,970,000, respectively. Management believes no significant risk exists with respect to cash and cash equivalents.

The Organization does not maintain collateral for its receivables except for mortgages and notes receivable and does not believe significant risk exists at December 31, 2022 or 2021. Credit risk for mortgages and notes receivable is concentrated because substantially all of the balances are due from individuals located in the same geographic region. Management considered the collateral pledged from mortgages and notes receivable to be adequate at December 31, 2022 and 2021.

Note 5—Related party transactions and affiliations

Contributions from members of the Board for the years ended December 31, 2022 and 2021 were \$55,453 and \$129,838, respectively. Pledges receivable from the Board and employees of AHFH for the years ended December 31, 2022 and 2021 were \$27,050 and \$9,550, respectively. Expenses paid by the Organization for services provided by Board related businesses for the years ended December 31, 2022 and 2021 were \$55,453 and \$405,710, respectively.

The Organization operates within a covenant agreement with HFHI. The Organization tithes to support HFHI's international homebuilding work. Tithes to HFHI totaled \$1,087,083 and \$226,334 for the years ended December 31, 2022 and 2021, respectively.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 6—Mortgages and notes receivable

Mortgages receivable consisted of the following at December 31:

	2022	2021
Gross mortgages receivable	\$ 13,648,884	\$ 14,559,205
Financing discount based on imputed interest at rates ranging from 3.72% to 6.62%	(4,676,023)	(5,134,644)
Mortgages receivable, net of unamortized financing discount	8,972,861	9,424,561
Current portion of mortgages receivable	(392,172)	(368,591)
Allowance for doubtful accounts	(268,250)	-
	<u>\$ 8,312,439</u>	<u>\$ 9,055,970</u>

Mortgages receivable were valued using the income approach and inputs were considered Level 2 under the fair value hierarchy. Gross undiscounted future mortgage payments scheduled to be collected at December 31, 2022 are as follows:

2023	\$ 744,823
2024	738,697
2025	726,132
2026	718,285
2027	695,252
Thereafter	10,025,695
	<u>\$ 13,648,884</u>

Notes receivable on 2nd liens consisted of the following at December 31:

	2022	2021
Gross notes receivable for 2 nd liens	\$ 2,746,756	\$ 2,959,920
Financing discount based on imputed interest at rates ranging from 3.73% to 4.22%	(1,794,173)	(1,967,509)
Notes receivable on 2 nd liens, net of unamortized financing discount	<u>\$ 952,583</u>	<u>\$ 992,411</u>

Note 7—ReStore inventory

ReStore inventory consisted of the following at December 31:

	2022	2021
Donated goods	\$ 451,816	\$ 432,597
Purchased materials	1,658,655	1,226,581
	<u>\$ 2,110,471</u>	<u>\$ 1,659,178</u>

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 8—Property and equipment

Property and equipment consisted of the following at December 31:

	2022	2021
Land	\$ 3,678,393	\$ 3,678,393
Buildings and improvements	11,359,781	7,970,903
Equipment	1,086,590	837,494
Trucks	426,425	379,333
	<u>16,551,189</u>	<u>12,866,123</u>
Accumulated depreciation	<u>(2,281,970)</u>	<u>(1,970,059)</u>
Total property and equipment, net	<u><u>\$ 14,269,219</u></u>	<u><u>\$ 10,896,064</u></u>

Property and equipment financed under financing lease obligations totaled \$115,969 and \$153,489, net of accumulated amortization of \$243,728 and \$206,208, as of December 31, 2022 and 2021, respectively. Total depreciation and amortization expense was \$380,081 and \$281,013 for the years ended December 31, 2022 and 2021, respectively.

Note 9—Pledges receivable

The Organization received Pledges to fund new ReStores and future purchases of land. Pledges are stated at their realizable value, net of an allowance for uncollectible pledges. The Organization did not record a discount on long term pledges given the nominal impact on the consolidated financial statements.

Net pledges receivable consisted of the following at December 31:

	2022	2021
Capital campaign pledges	\$ 167,500	\$ 66,550
Less allowance for doubtful collections	-	-
Pledges receivable, net	<u><u>\$ 167,500</u></u>	<u><u>\$ 66,550</u></u>

Pledges receivable maturity dates at December 31 were as follows:

	2022	2021
Less than one year	\$ 167,500	\$ 66,550
One to five years	-	-
	<u><u>\$ 167,500</u></u>	<u><u>\$ 66,550</u></u>

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 10—Long-term debt

Long-term debt consisted of the following at December 31:

	2022	2021
Promissory note to a banking institution	\$ 7,051,108	\$ 7,250,000
Construction loan payable to a banking institution	2,091,360	38,828
Habitat Mortgage Solutions loan	-	1,850,000
Total debt	9,142,468	9,138,828
Unamortized debt issuance costs	(101,467)	(115,962)
Total debt, net of unamortized debt issuance costs	9,041,001	9,022,866
Current portion of debt, net	(259,430)	(180,325)
Long-term debt, net	<u>\$ 8,781,571</u>	<u>\$ 8,842,541</u>

On December 30, 2019, the Organization refinanced a loan with Frost Bank. The loan has a fixed interest rate of 3.03% and matures on December 30, 2029. Interest only shall be due and payable monthly on the last day of the month beginning on January 30, 2020 until December 30, 2022 at which time monthly installments of both principal and interest will be due and payable until the maturity date. This note is secured by the Austin ReStore's land and building in addition to the construction of a new warehouse in south Austin. The principal amount outstanding for this note is \$7,051,108 and \$7,250,000 at December 31, 2022 and 2021, respectively.

On December 1, 2021, the Organization entered into a promissory note for \$1,850,000 with Habitat Mortgage Solutions for the purpose of financing the acquisition of land upon which the Organization will construct 30 affordable housing units. The note bears interest at a rate of 3.00% per annum and matures December 31, 2025. Interest only payments are due quarterly beginning December 31, 2022. Home sale prepayment amounts are due on June 30th of each year following the year in which the twelfth home is sold. The home sale prepayment amount is calculated by multiplying the number of homes sold in the prior fiscal year by \$97,368. The note is secured by the acquired land. This loan was paid off in 2022.

On November 3, 2021, the Organization entered into a promissory construction note for \$2,100,000 with a financial institution. The note has a fixed interest rate of 3.97% per annum and matures on November 3, 2031. Interest only shall be due and payable monthly on the third day of the month beginning on December 3, 2021 until December 3, 2022 at which time monthly installments of both principal and interest will be due and payable until the maturity date. The Organization has an outstanding balance of \$2,091,360 and \$38,828 as of December 31, 2022 and 2021, respectively.

Future maturities of long-term debt at December 31, 2022 are as follows:

<u>Years Ending December 31,</u>	
2023	\$ 259,430
2024	264,585
2025	273,230
2026	282,162
2027	291,390
Thereafter	7,771,671
	<u>\$ 9,142,468</u>

AUSTIN HABITAT FOR HUMANITY, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 10—Long-term debt (continued)

The credit facility (see Note 12), notes payable, and other long-term debt agreements contain certain financial covenants, including requirements for liquidity, earnings, and fixed charge coverage. The agreements also contain additional conditions limiting indebtedness, capital expenditures, and various other covenants as defined in the agreements. Failure to comply with the covenants could result in the debt being called by the lenders. As of December 31, 2022, and through the date of this report, the Organization was in compliance with such covenants.

Note 11—Paycheck Protection Program loan

In April 2020 and March 2021, the Organization received loans each for \$768,200 under the Paycheck Protection Program ("PPP") as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the terms of the CARES Act, PPP loan recipients can apply for, and be granted, forgiveness of all or a portion of the loans granted under the PPP loan. Such forgiveness is determined, subject to limitations and ongoing rulemaking by the U.S. Small Business Administration ("SBA"), based on the use of loan proceeds for payroll costs and mortgage interest, rent or utility costs, and the maintenance of employee and compensation levels. The Organization applied for forgiveness with the SBA and received correspondence from the SBA in April 2021 that the original PPP loan had been forgiven in full. The Organization applied for forgiveness with the SBA and received correspondence from the SBA in March 2022 that the second PPP loan had been forgiven in full. As a result, the Organization recognized \$768,200 of the PPP loan forgiveness as other income in the accompanying consolidated statements of activities at December 31, 2022 and 2021.

Note 12—Credit facility and letters of credit

On December 30, 2019, the Organization entered into a credit facility with Frost Bank. The credit facility has a maximum principal amount available of \$2,000,000. The credit facility was amended in December 2021 to extend the maturity date to December 30, 2022. The annual interest rate for the new credit facility is a variable rate based on AMERIBOR plus 1.5% (0.15% at December 31, 2022). No amounts have been drawn against this facility at December 31, 2022.

During the normal course of business, the Organization entered into letters of credit with financial institutions totaling \$615,609 and \$639,078 at December 31, 2022 and 2021, respectively, pursuant to subdivision construction agreements with the city of Austin. The letters of credit have expiration dates between March 2022 and January 2023. The letters specify that amounts may be drawn by the city of Austin. There have been no amounts drawn under these letters of credit as of December 31, 2022 or 2021.

In April 2020, the Organization entered into a revolving line of credit with a community foundation to complete construction of its Philomena row homes in the Mueller subdivision. The revolving line of credit has a maximum borrowing capacity of \$1,000,000 and borrowings bear interest at 1%. The revolving line of credit matured in April 2022 and was not renewed.

On September 21, 2022, the Organization entered into another line of credit agreement with the Austin Community Foundation with a rate of 2.00% per annum prior to Maturity Date on the outstanding balance and 12% per annum on the unpaid balance. Quarterly interest only payments are required beginning January 1, 2023 and continue through maturity, September 21, 2024. All unpaid principal and accrued but unpaid interest is due and payable upon maturity. As of December 31, 2022, AHFH had an outstanding balance of \$2,000,000 on this revolving line of credit and an unused balance of \$1,000,000 at December 31, 2022.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 12—Credit facility and letters of credit (continued)

In June 2021, the Organization entered into a guidance line of credit with Sunflower Bank. The guidance line of credit has a maximum borrowing capacity of \$5,000,000 and borrowings bear interest at the floating Sunflower Bank Prime Rate (3.25% at the time of the agreement). The guidance line of credit is available beginning on the date of close and for the next 12 months. Individual notes issued under the guidance line of credit mature three years from the date each note closes. Monthly interest only payments are required beginning the first month after the individual notes are issued and continue through maturity. All unpaid principal and accrued but unpaid interest is due and payable upon each maturity date. As of December 31, 2022 and 2021, AHFH had a balance of \$0-outstanding on this guidance line of credit.

Note 13—Notes payable - TDHCA

Notes payable to TDHCA consisted of the following at December 31:

	<u>2022</u>	<u>2021</u>
Gross notes payable - TDHCA	\$ 2,082,323	\$ 2,212,330
Financing discount based on imputed interest at rates ranging from 3.72% to 6.62%	<u>(701,376)</u>	<u>(767,353)</u>
Notes payable - TDHCA, net of unamortized discount	1,380,947	1,444,977
Current portion of notes payable - TDHCA, net	<u>(106,959)</u>	<u>(109,658)</u>
	<u><u>\$ 1,273,988</u></u>	<u><u>\$ 1,335,319</u></u>

Notes payable to TDHCA were valued using the income approach and inputs were considered Level 2 under the fair value hierarchy. Gross undiscounted future mortgage payments scheduled to be collected from mortgagees and remitted to TDHCA at December 31, 2022 are as follows:

<u>Years Ending December 31,</u>	
2023	\$ 106,959
2024	106,959
2025	106,959
2026	106,959
2027	103,295
Thereafter	<u>1,551,192</u>
	<u><u>\$ 2,082,323</u></u>

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 14—Net assets with donor restrictions

Net assets with donor restrictions were available for the following purposes at December 31:

	2022	2021
Capital campaign	\$ -	\$ 515,476
Special events	211,580	211,580
The University of Texas at Austin Campus Chapter	14,502	7,329
Purchase Land in Hayes County	1,000,000	-
	<u>\$ 1,226,082</u>	<u>\$ 734,385</u>

Net assets released from restrictions consisted of the following at December 31:

	2022	2021
Capital campaign	\$ (515,476)	\$ (697,946)
The University of Texas at Austin Campus Chapter	(1,961)	(1,674)
Net assets released from restrictions	<u>\$ (517,437)</u>	<u>\$ (699,620)</u>

Note 15—Retirement plan

The Organization sponsors a 401(k) plan that covers substantially all employees. The Organization's contributions to the plan for the years ended December 31, 2022 and 2021 were \$225,342 and \$168,089, respectively.

Note 16—Operating lease

The Organization leases retail space, a construction warehouse, telephone equipment, and a copier under various noncancelable operating leases. The Organization determines whether a contract contains a lease at inception by determining if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. The Organization has lease agreements with lease and non-lease components, which are generally accounted for separately with amounts allocated to the lease and non-lease components based on relative standalone prices.

ROU assets and lease liabilities are recognized at the commencement date based on the present value of the future minimum lease payments over the lease term. Renewal and termination clauses are factored into the determination of the lease term if it is reasonably certain that these options would be exercised by the Organization. Lease assets are amortized over the lease term unless there is a transfer of title or purchase option reasonably certain of exercise, in which case the asset life is used. Certain lease agreements include variable payments. Variable lease payments not dependent on an index or rate primarily consist of common area maintenance charges and are not included in the calculation of the ROU asset and lease liability and are expensed as incurred. In order to determine the present value of lease payments, the Organization uses the implicit rate when it is readily determinable.

The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Organization does not have leases where it is involved with the construction or design of an underlying asset. The Organization has no material obligation for leases signed but not yet commenced as of December 31, 2022. The Organization does not have any material sublease activities.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 16—Operating lease (continued)

Practical Expedients Elected:

- The Organization elected the three transition practical expedients that permit an entity to (a) not reassess whether expired or existing contracts contain leases, (b) not reassess lease classification for existing or expired leases, and (c) not consider whether previously capitalized initial direct costs would be appropriate under the new standard.
- The Organization has elected the practical expedient not to recognize leases with terms of 12 months or less on the balance sheet and instead recognize the lease payments on a straight-line basis over the term of the lease and variable lease payments in the period in which the obligation for the payments is incurred. Therefore, our short-term lease expense for the period does not reflect our ongoing short-term lease commitments. Lease expense for such short-term leases was not material for the year ended December 31, 2022.
- The Organization has elected to account for lease and non-lease components as a single component.
- The Organization has elected to utilize the risk-free discount rate (1.04 – 1.63% as of January 1, 2022) to calculate lease assets and liabilities.

Classification of ROU assets and lease liabilities as of December 31, 2022 is as follows:

Assets:

Operating right-of-use assets	\$ 4,510,825
Total lease assets	<u>\$ 4,510,825</u>

Liabilities:

Current operating lease liabilities	\$ 529,443
Noncurrent operating lease liabilities	<u>4,036,718</u>
Total lease liabilities	<u>\$ 4,566,161</u>

Future minimum payments under operating leases consisted of the following as of December 31, 2022:

Years Ending December 31,

2023	\$ 598,087
2024	614,100
2025	624,937
2026	625,188
2027	632,579
Thereafter	<u>1,772,874</u>
Total undiscounted cash flows	4,867,765
Less present value discount	<u>(301,604)</u>
Total lease liabilities	<u>\$ 4,566,161</u>

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 16—Operating lease (continued)

Operating lease expense	\$ 638,639
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	583,304
ROU assets obtained in exchange for new operating lease liabilities	5,072,631
Weighted-average remaining lease term in years for operating leases	7.87
Weighted-average discount rate for operating leases	1.60%

Note 17—Finance lease commitments

The Organization also has a noncancelable finance lease agreement for solar panels. Future minimum payments under the finance lease consisted of the following as of December 31, 2022:

Years Ending December 31,

2023	\$ 41,575
2024	41,575
2025	43,869
	<hr/>
Total minimum lease payments	127,019
Less amount representing interest (3% annually)	(5,292)
	<hr/>
Total capital lease obligations	121,727
Less current portion of capital lease obligations	(38,624)
	<hr/>
Long term portion of capital lease obligation	<u>\$ 83,103</u>

Years Ending December 31,

2023	\$ 41,575
2024	41,575
2025	43,869
	<hr/>
Total minimum lease payments	127,019
Less amount representing interest (3% annually)	(5,292)
	<hr/>
Total capital lease obligations	121,727
Less current portion of capital lease obligations	(38,624)
	<hr/>
Long term portion of capital lease obligation	<u>\$ 83,103</u>

Note 18—Contingencies

The Organization receives government grants for specific purposes that are subject to review and audit by government agencies. The Organization is also funded by grants and contracts that are subject to review and audit by the grantor agencies. These contracts have certain compliance requirements and, should audits by the government or grantor agencies disclose any areas of substantial noncompliance, the Organization may be required to refund any disallowed costs.

AUSTIN HABITAT FOR HUMANITY, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 19—NEU Community

In December 2022, the Organization entered into an agency arrangement with NEU Community to facilitate a down payment assistance program. Approximately \$4,900,000 was collected from 65 donors. The Organization recognized a liability of \$331,000 as of December 31, 2022 for donations which had been collected but had not been submitted.

Note 20—Employee retention credit (ERC)

During the year ended December 31, 2022, the Organization filed for employee retention credits and recorded a corresponding liability of approximately \$100,000 for the amount received as of December 31, 2022 for funds obtained under the Employee Retention Credit ("ERC") program which was established by the CARES Act. Under the program. The Organization is eligible to take a credit against the employer's portion of social security taxes withheld on qualified wages. The amount of the credit is limited to employment taxes equal to 50% of the qualified wages an eligible employer pays to employees after March 12, 2020, and before January 1, 2021. The amount of the credit is limited to employment taxes equal to seventy percent of qualified wages an eligible employer pays to employees after January 1, 2021, and before December 31, 2021. The Organization accounts for government grants in accordance with FASB ASC 958-605, *Not-For-Profit Entities: Revenue Recognition*, and, as such, the Company recognizes grant revenue when conditions are substantially met by the entity. Due to the uncertainty associated with whether certain wages during the eligible period were qualified wages, the Organization recognized the ERC funds as a refundable liability which is included in deferred revenue in the accompanying consolidated balance sheets.

Note 21—Federal income taxes

The Organization is subject to federal income taxes on unrelated business income, which consists of ReStore sales of purchased materials. As of December 31, 2022 and 2021, the Organization has incurred cumulative net operating losses of approximately \$5,525,000 and \$4,400,000, respectively, for federal income tax purposes. These net operating losses may be used to offset future taxable unrelated business income. If not utilized, approximately \$2,182,000 of these losses will expire beginning in 2027. A full valuation allowance has been recorded as utilization is uncertain. The net change in the total valuation allowance for the years ended December 31, 2022 and 2021 was approximately \$1,125,000 and \$400,000, respectively.

Note 22—Subsequent events

The Organization evaluates events that occur subsequent to the statement of financial position date of periodic reports, but before financial statements are issued for periods ending on such dates, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which the Organization's consolidated financial statements are available for issuance. For the consolidated financial statements as of and for the year ended December 31, 2022, this date was June 27, 2023.

SUPPLEMENTARY INFORMATION

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATING SCHEDULE OF FINANCIAL POSITION

DECEMBER 31, 2022

	Austin Habitat for Humanity	Austin Neighborhood Alliance for Habitat, Inc.	HomeBase Texas	Eliminations	Total
ASSETS					
Current Assets:					
Cash and cash equivalents	\$ 13,601,998	\$ -	\$ 311,051	\$ -	\$ 13,913,049
Restricted cash	842,765	-	-	-	842,765
Accounts receivable	1,169,377	-	126,709	(1,015,466)	280,620
Pledges receivable	167,500	-	-	-	167,500
Mortgages receivable, current portion, net	392,172	-	-	-	392,172
ReStore inventory	2,110,471	-	-	-	2,110,471
Home construction in progress	1,588,943	-	-	-	1,588,943
Prepaid expenses and other current assets	621,238	-	-	-	621,238
Total Current Assets	20,494,464	-	437,760	(1,015,466)	19,916,758
Land held for development	4,650,591	-	-	-	4,650,591
Land held for sale	1,494,282	-	-	-	1,494,282
Mortgages receivable, long-term portion, net	8,312,439	-	-	-	8,312,439
Notes receivable, 2 nd lien, net	-	-	952,583	-	952,583
Operating lease right-of-use assets	4,510,825	-	-	-	4,510,825
Other long-term assets	-	-	214,702	-	214,702
Property and equipment, net	14,269,219	-	-	-	14,269,219
Total Assets	\$ 53,731,820	\$ -	\$ 1,605,045	\$ (1,015,466)	\$ 54,321,399

See report of independent auditor.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED)

DECEMBER 31, 2022

	Austin Habitat for Humanity	Austin Neighborhood Alliance for Habitat, Inc.	HomeBase Texas	Eliminations	Total
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Accounts payable	\$ 455,096	\$ -	\$ 26,353	\$ -	\$ 481,449
Accrued expenses	1,037,067	-	1,016,930	(1,015,466)	1,038,531
Deferred revenue	3,357,761	-	-	-	3,357,761
Financing lease obligation, current portion	38,624	-	-	-	38,624
Operating lease liability, current portion	529,443	-	-	-	529,443
Pass-through donations payable	331,000	-	-	-	331,000
Notes payable - TDHCA, net, current portion	106,959	-	-	-	106,959
Long-term debt, current portion	259,430	-	-	-	259,430
Total Current Liabilities	6,115,380	-	1,043,283	(1,015,466)	6,143,197
Financing lease obligation, long-term portion	83,103	-	-	-	83,103
Operating lease liability, net, long-term portion	4,036,718	-	-	-	4,036,718
Notes payable - TDHCA, net, long-term portion	1,273,988	-	-	-	1,273,988
Line of credit	2,000,000	-	-	-	2,000,000
Long-term debt, net, long-term portion	8,781,571	-	-	-	8,781,571
Total Liabilities	22,290,760	-	1,043,283	(1,015,466)	22,318,577
Net Assets:					
Without donor restrictions	30,214,978	-	561,762	-	30,776,740
With donor restrictions	1,226,082	-	-	-	1,226,082
Total Net Assets	31,441,060	-	561,762	-	32,002,822
Total Liabilities and Net Assets	\$ 53,731,820	\$ -	\$ 1,605,045	\$ (1,015,466)	\$ 54,321,399

See report of independent auditor.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATING SCHEDULE OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2022

	Austin Habitat for Humanity	Austin Neighborhood Alliance for Habitat, Inc.	HomeBase Texas	Eliminations	Total
Revenues:					
Contributions and Other Income:					
Contributions	\$ 11,614,985	\$ -	\$ -	\$ -	\$ 11,614,985
Home building sponsorship revenues	1,907,912	-	-	-	1,907,912
Investment return, net	72,205	-	-	-	72,205
Other income	1,083,241	-	122,823	(444,000)	762,064
Total Contributions and Other Income	14,678,343	-	122,823	(444,000)	14,357,166
ReStore Revenues:					
ReStore sales	11,307,325	-	-	-	11,307,325
In-kind donation of inventory	20,030	-	-	5,480,194	5,500,224
Cost of goods sold	(3,455,240)	-	-	(5,480,194)	(8,935,434)
Sales discounts and refunds	(571,614)	-	-	-	(571,614)
Total ReStore Revenues, net	7,300,501	-	-	-	7,300,501
Low-Cost Housing Revenues:					
Home sales	3,116,900	-	-	-	3,116,900
In-kind contributions of labor and construction materials	1,078,455	-	-	-	1,078,455
Mortgage discount and amortization	392,643	-	(39,828)	-	352,815
Other housing revenues	-	-	3,345	-	3,345
Cost of homes sold	(3,840,788)	-	-	-	(3,840,788)
Total Low-Cost Housing Revenues, net	747,210	-	(36,483)	-	710,727
Total Revenues	22,726,054	-	86,340	(444,000)	22,368,394

See report of independent auditor.

AUSTIN HABITAT FOR HUMANITY, INC.
CONSOLIDATING SCHEDULE OF ACTIVITIES (CONTINUED)

YEAR ENDED DECEMBER 31, 2022

	Austin Habitat for Humanity	Austin Neighborhood Alliance for Habitat, Inc.	HomeBase Texas	Eliminations	Total
Expenses:					
Low-cost housing program	\$ 4,678,250	\$ -	\$ 514,309	\$ (444,000)	\$ 4,748,559
ReStore program	6,708,399	-	-	-	6,708,399
Fundraising	1,339,206	-	-	-	1,339,206
Management and general	1,501,881	-	-	-	1,501,881
Total Expenses	14,227,736	-	514,309	(444,000)	14,298,045
Change in net assets	8,498,318	-	(427,969)	-	8,070,349
Net assets, beginning of year	22,942,742	-	989,731	-	23,932,473
Net assets, end of year	<u>\$ 31,441,060</u>	<u>\$ -</u>	<u>\$ 561,762</u>	<u>\$ -</u>	<u>\$ 32,002,822</u>

See report of independent auditor.



Application for OHDA Funding – 2024

Tab 3c – Board Resolution

CERTIFICATE OF CORPORATE RESOLUTION

We, Daryl Horton, Chair, and Laura Touns, Secretary, of Austin Habitat for Humanity, a Texas corporation, hereby certify that:

1. Austin Habitat for Humanity is a corporation organized and existing under the laws of the State of Texas;
2. All franchise and other taxes required to maintain the corporate existence of Austin Habitat for Humanity have been paid and no taxes are delinquent;
3. No proceedings are pending for the forfeiture of its certificate of incorporation or for its dissolution, voluntarily or involuntarily;
4. It is in good standing with the State of Texas;
5. There are no provisions in the articles of incorporation or bylaws of this corporation limiting the power of its Board of Directors to pass the resolution set forth below;
6. The Secretary is the keeper of the records and minutes of the corporation and on February 28, 2024, a regular meeting of the Board of Directors was held, which was properly called and held in accordance with the law and with the corporation's bylaws;
7. A quorum of the Board of Directors have consented to the action proposed; and
8. As a result of this affirmative vote, the following resolution was adopted:

BE IT RESOLVED that the Board of Directors of Austin Habitat for Humanity authorizes the Chief Executive Officer or whomever that person deems appropriate at their sole discretion to have the authority to apply for funding from the City of Austin, Housing and Planning Department, and/or other relevant City departments for all projects in support of affordable homeownership in the City of Austin.

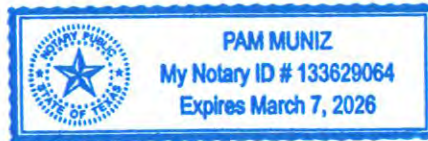
We certify that the above resolution has not been altered, amended, rescinded or repealed and is now in full force and effect. We also certify that Daryl Horton is the Chair of the corporation and Laura Touns is the Secretary.

Signed on February 28, 2024 by the Chair of the corporation.

Daryl Horton
Chair

This instrument was acknowledged before me on February 28, 2024 by Daryl Horton, Chair of Austin Habitat for Humanity, Inc., a corporation, on behalf of said corporation.

Pam Muniz
Notary Public, State of Texas



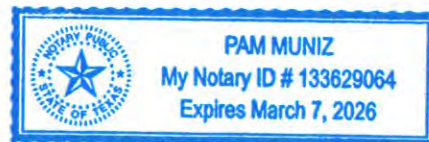
State of Texas
County of Travis

Signed on 2-28-24 by the Secretary of the corporation.

Laura Toups
Secretary

This instrument was acknowledged before me on February 28, 2024 by Laura Toups, Secretary of Austin Habitat for Humanity, Inc., a corporation, on behalf of said corporation.

Pam Muniz
Notary Public, State of Texas
County of Travis





Application for OHDA Funding – 2024

Tab 3d – Financial Statements

Please note that because Austin Habitat for Humanity is a nonprofit corporation, we have submitted our audited financials under Tab 3b.



Application for OHDA Funding – 2024

Tab 3e – Funding Commitment Letters

MASTER DEVELOPMENT AGREEMENT

By and Among

AAHC PROSPECT HEIGHTS, LLC

And

AUSTIN HABITAT FOR HUMANITY, INC.

For

PROSPECT HEIGHTS

MASTER DEVELOPMENT AGREEMENT

18 This Master Development Agreement (this “**Agreement**”) is entered into as of July
 , 2023 (the “**Effective Date**”), by and among AAHC Prospect Heights, LLC a Texas limited
 liability company (the “**Company**”), and Austin Habitat for Humanity, Inc., a Texas nonprofit
 corporation, or its assignee (the “**Developer**”, and along with the Company, collectively referred
 to as the “**Parties**”).

PREAMBLE

A. The Housing Authority of the City of Austin (“**HACA**”) is the owner of certain
 real property located at approximately 1142 Poquito St., Austin, Travis County, Texas 78702, on
 which 12 single family dwellings or townhomes (each, a “**Unit**”) are to be developed and to be
 known as Prospect Heights (the “**Project**”).

B. The Project is encumbered by that certain Rental Assistance Demonstration Post-
 Conversion Restrictive Covenants Excess Land Version (the “**Restrictive Covenants**”) dated as
 of November 10, 2022 and recorded as Document No. 2022178840 in the Official Public Records
 of Travis County, Texas, under the Rental Assistance Demonstration Program (“**RAD**”). Given
 the existing RAD component, the Company will seek approvals from the U.S. Department of
 Housing and Urban Development (“**HUD**”), as needed, to complete the Project (collectively, the
 “**HUD Approval**”). A non-exhaustive list of items for which HUD Approval may need to be
 requested is set forth on Exhibit L attached hereto.

C. HACA has received one or more land use incentives from the City of Austin’s
 Affordability Unlocked Bonus Program (“**Affordability Unlocked**”) pursuant to that certain
 Affordability Unlocked Land Use and Restrictions Agreement (the “**LURA**” and together with
 the Restrictive Covenants, the “**Regulatory Agreements**”) dated as of October 24, 2022 and
 recorded as Document No. 2022178838 in the Official Public Records of Travis County, Texas,
 which encumbers the Project.

D. The Company, as tenant, and HACA, as lessor, will enter into a 99-year ground
 lease (the “**Ground Lease**”) for the lease of the Land. The Company, as tenant under the Ground
 Lease, will establish a leasehold condominium regime on the Project site to accommodate the
 placement of the Units, through a Condominium Declaration to be effective on or about the date
 hereof (the “**Condominium Declaration**”). Each Unit shall have a separate condominium unit
 under the Condominium Declaration. The unimproved land as split into twelve (12) individual
 condominium units under the Condominium Declaration will each be conveyed to the Developer
 by the Company in order for the Developer to construct the Units. Upon completion of the
 Project, each individual Unit will be sold by Developer to an individual or family meeting certain
 low-income requirements, according to the terms set forth herein.

E. The purposes of this Agreement are to set forth the respective roles and
 responsibilities of the Parties with respect to all development activities for the Project.

AGREEMENT

In consideration of the promises and mutual covenants set forth herein, and with the
 foregoing recitals incorporated herein, the Parties hereto, with the intent to be legally bound
 hereby, agree as follows:

ARTICLE I – ENGAGEMENT OF DEVELOPER.

1.01. Engagement of Developer. The Company hereby engages the Developer to perform the obligations and services specified in this Agreement. The Developer hereby accepts such engagement, all upon the terms and conditions set forth herein.

ARTICLE II – PROJECT SERVICES; OBLIGATIONS.

2.01. Developer's Project Plans. Not later than ninety (90) calendar days after the execution of this Agreement, the Developer shall develop and submit to the Company for its review and approval, a development plan for the Project (the “**Project Plan**”) which shall specify, at a minimum: (i) a preliminary site plan for the Project; (ii) cost estimates for the construction of the Project; (iii) preliminary schematic plans for all structures to be constructed specifying the approximate number, size and bedroom and bathroom count of the Units; (iv) time table for the commencement and completion of construction (with input from the Company); (v) proposed financing; and (vi) a sources and uses matrix for the Project. The Project Plan shall also include the construction of any community areas and outdoor recreational facilities, if applicable. The Project Plan shall include a Project Budget and a Project Schedule. The Company hereby agrees to review the Project Plan and notify the Developer, within fifteen (15) business days after receipt of the proposed Project Plan from the Developer, of any questions, comments or proposed revisions which it has with respect thereto. In the event that the Company fails to respond within such 15-day period, the Developer and the Company agree to meet within two (2) business days immediately thereafter in order to discuss the Project Plan in a good faith effort to come to an agreement on the Project Plan. The Company will not be deemed to have approved any Project Plan until it has done so in writing. The Company shall provide written approval to the Developer promptly upon request by the Developer at any time after such approval of a Project Plan is granted by the Company (such Project Plan (with any amendments thereto as contemplated below) referred to herein as the “**Approved Project Plan**”), such approval not to be unreasonably withheld, conditioned or delayed. The Company's approval of any Project Plan will confirm the Company's approval of the proposed actions by the Company and Developer described in the Approved Project Plan, and will permit the Developer, lenders and other third parties to proceed to finalize plans in reliance upon such approval. As the lenders and other third parties providing funds commit to the Project, the Developer shall amend the Approved Project Plan as necessary to take into account the requirements of such third parties and submit the same to the Company for approval of such amendments, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the parties acknowledge and agree that it is Developer's responsibility to cover the costs of the construction of the Units.

2.02 Developer's Obligations to Develop. The Developer shall cause the completion of construction to occur in accordance with the Approved Project Plan on or prior to the date shown in the Project Schedule, subject to reasonable extensions of time, it being understood that the Approved Project Plan will contain the Developer's best estimate of time schedules. It is understood by the Parties that the elements of the Project Plan are anticipated to be revised and refined as required in connection with the development of site plans, input from local and community groups, the requirements of zoning, cost considerations and other matters. Upon completion of construction, the Company shall review and approve the Units as built. If the

Company approves the Units as built, the construction of the Units shall be deemed complete (the “**Construction Completion**”).

2.03. Project Services. Except for the services to be provided by the Company pursuant to Section 3.01 and services to be treated as Additional Services pursuant to Section 2.05, the Developer shall provide, or arrange for the provision of, all such services as are necessary for the development of the Project, including without limitation the following services (collectively the “**Project Services**”):

(a) Developer Services. The services listed on Exhibit A (the “**Developer Services**”).

(b) Financing Services. The financing activities and services listed on Exhibit B (the “**Financing Services**”).

(c) Reserved.

(d) Reserved.

(e) Construction and Design Services. All construction services listed on Exhibit E (the “**Construction Services**”).

(f) Reserved.

2.04. Progress Reports and Information.

(a) Quarterly Reports. Not later than the 15th day of each March, June, September and December following the date of execution of this Agreement and continuing until the completion of construction of the Project, the Developer shall provide the Company with written progress reports in a form reasonably acceptable to the Company on the status of the Project Plan, including all Project Services performed by Subcontractors; provided. Such reports shall include: (a) variances between actual Project Services completion dates and the Project Schedule(s), (b) a summary report of its Project coordination and monitoring activities, (c) a summary of any meetings relating to implementation of the Project Plan, (d) information on contracts, including material changes under consideration or proposed material contract changes, (e) actions taken when the requirements of any contract are not being satisfied, (f) variances between actual expenditures and the applicable Project Budget(s) which exceed \$25,000 for any one item or \$100,000 in the aggregate in any quarter, and (g) all proposed changes or modifications to the Project Budgets and Project Schedules. At the Company's request, the Developer shall furnish the Company with copies of any work product prepared by the Developer and its Subcontractors in connection with the Project, the reproduction costs thereof (if material) to be a Project expense.

(b) Additional Materials. The Developer shall furnish to the Company the following:

(i) Within ten (10) business days after receipt, copies of all plans,

drawings, reports and manuals prepared or obtained by the Developer or its agents and Subcontractors in connection with the planning, design, and construction of the Project;

(ii) Within ten (10) business days after receipt, copies of any material correspondence, notices or orders of any government agency concerning the Project; and

(iii) Within ten (10) business days after receipt, copies of any complaint, or any action or arbitration or investigatory proceeding to which the Developer is a party or of which the Developer has knowledge and that has a material likelihood of materially affecting the Project or the performance by the Developer under this Agreement.

2.05. Guarantees. At Construction Completion, the Developer shall guarantee to the Company the lien free completion of construction of the Project in compliance with the Project Schedule(s) and Project Budget(s). The Developer shall provide any construction guarantees required by any lender, if applicable. The construction guarantees related to a construction and/or completion matter are referred to herein collectively as the “**Developer Guarantees.**”

2.06. Sale of Units. The Units shall be made affordable to families earning at or below 80% of the area median income (the “**AMI**”) for Austin, Texas. Income eligible families will be referred to the Developer as prospective purchasers by the Company for participation in and completion of Builder’s Affordable Homeownership Program (the “**Program**”). Priority shall be given to income eligible families who are current or recent participants in good standing in HACA’s housing programs, including but not limited to HACA’s Project Based Rental Assistance program, Housing Choice Voucher program, and Six Star program. In the event that the Company is unable to refer a sufficient number of income eligible families to Developer as provided above, Developer may seek alternative income eligible families from Developer’s own homeownership programs wait list; provided, however, that developer shall prioritize the selection of income eligible families who have connections to the East Austin community. Developer may be seeking income eligible families from its program wait lists for any units not contracted to be sold 6 months before estimated sale date. As part of the Program, Developer shall provide in-person and virtual orientations, classes, financial counseling and related services to income eligible families to prepare them for successful homeownership. Income eligible families who complete the Program are approved by the Company to purchase a Unit (each, a “**Purchaser**”).

2.07. Transfer of Units. The unimproved land will be divided into twelve (12) individual condominium units under the Condominium Declaration, and each condominium unit will be conveyed to the Developer by the Company in order for the Developer to construct the Units. If any Unit is not timely developed according to this Agreement and the Project Plan, following notice to the Developer by the Company, the Developer shall immediately reconvey such Unit to the Company [after Company has reimbursed Developer for Developer’s out of pocket costs incurred in the development of the Unit]. Upon Construction Completion, the Developer shall sell each Unit to a Purchaser, according to the terms and conditions set forth herein. The Developer shall establish the sales price for each of the Units, subject to approval by the Company, which approval shall not be unreasonably withheld. The Company shall have the right to review and approve the conveyance documents prior to the Developer transferring a Unit to a Purchaser.

2.08. Assignment of Warranties. Upon sale of each individual Unit by Developer to a Purchaser, the Developer will assign to the Purchaser of that Unit all warranties made or given to the Developer with respect to work by any architect, engineer, contractor, subcontractor or consultant and material and equipment suppliers performing work regarding the Project.

2.09. Additional Services. The Company may request the Developer to undertake certain additional services which are not included as Project Services (the "**Additional Services**"), set forth in a separate agreement(s) defining the scope of work for such Additional Services. Without limitation, the Parties may designate as an Additional Service any Project Service that is necessary, but cannot feasibly be included in a Project Budget due to scheduling, program rules, cost limitations, etc. The Developer shall remain primarily and directly responsible and liable to the Company for the timely and satisfactory performance of all such Additional Services to the extent that the terms of such Additional Services have been agreed to between the Developer and the Company. In the event that the Developer and the Company, each acting in good faith, cannot agree on the terms for certain Additional Services, the Developer shall not be responsible for those Additional Services. The Project Services to be performed by the Developer shall be deemed to be modified by this Section 2.09 to the extent that the Parties treat any Project Service instead as an Additional Service.

ARTICLE III – COMPANY RESPONSIBILITIES.

3.01. Company Responsibilities. The Company shall have the responsibilities set forth on Exhibit G. All responsibilities of the Company set forth on Exhibit G shall be timely coordinated and undertaken in accordance with the Project Schedule, if applicable.

ARTICLE IV – GENERAL PROJECT ACTIVITIES.

4.01. Project Schedules. The Developer shall prepare and submit to the Company for review and approval a schedule, including a critical path schedule, of time and order for the performance of the Project (including any updates or revisions thereto as contemplated herein, each, a "**Project Schedule**"), based upon reasonable times for review, approval and return of documents to ensure the prompt and continuing prosecution of the Project. Not later than ninety (90) calendar days after the execution of this Agreement, the Developer shall prepare and submit the initial Project Schedule. The Developer shall periodically revise and update the Project Schedule(s) to reflect evolving events and circumstances, including actual dates of commencement and completion. The Developer shall supplement the Project Schedules with detailed schedules for submissions and responses of necessary deliverables associated with tasks covered by the Project Schedules, taking into account appropriate scheduling for submission, review and approval by the Company. Updated Project Schedules will be provided to the Company quarterly and additionally when deemed necessary by the Developer or when reasonably requested by the Company. Proposed revisions to the Project Schedules will be submitted by the Developer to the Company with identification and explanation of changes. The Company will promptly review all such proposed revisions which, upon approval by the Company, shall be deemed to constitute the applicable Project Schedule.

4.02. Reserved.

ARTICLE V – PROJECT ACTIVITIES AND DOCUMENTS.

5.01. Ground Lease. HACA will enter into a Ground Lease (the "**Ground Lease**") with the Company that leases the land underlying the Project for a term sufficient to convey ownership for tax purposes, effective no later than concurrent with the start of construction by Developer.

ARTICLE VI – FEES.

6.01. Fees. Subject to reimbursement of the Company's expenses described in the following sentence, the Developer shall be entitled to all sales proceeds received from the sale of each Unit. Developer shall reimburse Company out of the sales proceeds for the permitting fees, condominium regime establishment fees, survey fees, and legal fees incurred by the Company in relation to the Project (the "**Incurred Fees**"). Notwithstanding anything contained herein to the contrary, the reimbursement to Company of the Incurred Fees shall not exceed \$500,000.00, which shall be distributed to the Company pro rata with the sale of each Unit.

ARTICLE VII - SELECTION OF PROFESSIONALS, CONTRACTORS AND CONSULTANTS.

7.01. General.

(a) In light of the Company's investment in the Project, the Developer shall not use any vendor listed under the attached **Exhibit "N"** or that has been rejected by the Company pursuant to Section 7.01(c). Any professionals and team members which have not been identified by the Company under the attached **Exhibit "N"**, are hereby deemed to be approved vendors as of the date of selection by the Developer, as were approved by the Company in conformance with the remainder of this paragraph. If the Developer elects to procure services from a firm, it shall seek competitive proposals or shall demonstrate to the Company's reasonable satisfaction why non-competitive selection or an alternative selection process is appropriate. The Developer may engage vendors whose proposal is most advantageous to the Project, taking into consideration price, quality, ability to perform on schedule and budget, and other factors, along with the Project Budget(s) and Project Schedule(s).

(b) Reserved.

(c) Prohibited Arrangement. The Developer shall not enter into any contract, lease, purchase order or other agreement ("**Arrangement**") in connection with the Project with any party controlling, controlled by or under common control with the Developer, unless such Arrangement has been approved in writing by the Company, after full disclosure in writing by the Developer to the Company of such affiliation or relationship and all details relating to the proposed Arrangement. The terms of any such Arrangement must conform to the requirements of the Company and this Agreement. Except as otherwise provided in this Agreement, it is currently envisioned that there will be no affiliated entities of the Developer working on the Project.

(d) Reserved.

(f) Reserved.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES.

8.01. The Developer hereby represents and warrants as follows:

(a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein.

(b) Developer is a duly organized and validly existing legal entity under the laws of the State of Texas.

(c) This Agreement has been duly and validly executed and delivered by the Developer and constitutes a valid and legally binding obligation of the Developer enforceable against the Developer in accordance with its terms.

(d) The Developer is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Developer. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Developer is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer pursuant to the terms of any such indenture or agreement or instrument (except as specifically contemplated in such indenture or agreement or instrument), and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Developer pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the Company, property, assets, liabilities or condition of the Developer which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(f) Reserved.

8.02 The Company hereby represents and warrants as follows:

(a) It has legal capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.

(b) The Company is a duly organized and validly existing legal entity under

laws of the State of Texas.

(c) This Agreement has been duly and validly executed and hereby binds the Company and constitutes a valid and legally binding obligation enforceable in accordance with its terms.

(d) The Company is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of the Company. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which the Company is subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company pursuant to the terms of any such indenture or agreement or instrument and, except as expressly set forth herein, will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Company pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the Company, property, assets, liabilities or condition of the Company which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(f) Reserved.

ARTICLE IX - COOPERATION AND COMPLIANCE.

9.01. The Parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof and the applicable laws, regulations and agreements relating thereto.

ARTICLE X – INSURANCE.

10.01. Insurance. The Developer shall maintain and keep in force insurance, naming the Company as an additional insured, if applicable, in the type and for the amounts specified on Exhibit H; provided that, the Developer's responsibility to provide such insurance with respect to a Unit in the Project shall terminate upon sale of the Unit to a Purchaser. The Developer shall furnish the Company certificates of insurance and they shall state that a thirty (30) day notice of prior cancellation or change will be provided to the Company.

ARTICLE XI – ACCOUNTING RECORDS.

11.01. Books and Records. The Developer's books and records pertaining to the Project

shall, prior to the date hereof, be kept on a modified cash basis, including open accounts payable, in accordance with conventional practice and consistently applied, and after the date hereof shall be kept in accordance with generally accepted accounting principles.

11.02. Maintenance and Inspection of Records. The Developer shall, and shall cause each Subcontractor to, provide access to the Company, any agency providing funds to the Company, the Comptroller General of the United States or any of their duly authorized representative to any books, documents, papers and records of the Developer and contractors which are directly pertinent to the Project for the purpose of making any audit, examination, excerpts and transcriptions upon reasonable notice and at a reasonable time. All required records shall be retained for five years after the Company or the Developer and contractors make final payment under the applicable Project Budget.

11.03. Reserved.

ARTICLE XII - RESPONSIBILITY FOR EMPLOYEES.

12.01. The Developer agrees to provide a competent staff for the proper administration, coordination, and supervision of the Project. All officers and employees of the Developer shall be compensated by the Developer, and shall be under the control of the Developer. The Company shall not have any liability or obligation whatsoever with respect to any employment arrangements between the Developer and any of its officers and employees. All matters concerning the employment, supervision, compensation, promotion and discharge of such officers and employees shall be the sole responsibility of the Developer. The Developer shall fully comply with all applicable laws and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise.

ARTICLE XIII- RESERVED.

ARTICLE XIV – RESERVED.

ARTICLE XV – TERM; TERMINATION.

15.01. Term. This Agreement shall commence upon the execution hereof and shall continue unless terminated in accordance with this Article XV and otherwise in accordance with all lender, and regulatory or governmental requirements. If this Agreement is terminated, then upon payment by the Company of all amounts due under Section 15.05, the Developer, at no additional cost to the Company, shall deliver to the Company all of the Documentation (as defined herein), in accordance with Section 15.07 of this Agreement. The liability of any party for a breach of this Agreement under this Article XV shall survive the termination of this Agreement.

15.02. Termination by Parties. This Agreement may be terminated:

- (a) By the mutual agreement of the Developer and the Company;

(b) By the Developer or the Company if there has been a material default in the performance or observance of any term or condition of this Agreement by the other party that is not cured within thirty (30) calendar days after receipt of written notice thereof from the non-defaulting party; provided that, if such default cannot reasonably be cured within thirty (30) calendar days, and the defaulting party shall have commenced to cure such default within such 30-day period, then the defaulting party shall have such additional time as is reasonably necessary to cure the default if the defaulting party promptly and diligently proceeds to cure the same, it being agreed that no extension shall be for a period in excess of one hundred and eighty (180) calendar days or longer unless mutually agreed to by the Parties;

(c) Immediately by the Company or the Developer, if the other party or any guarantor of that party's performance hereunder ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a voluntary petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal bankruptcy laws or any similar federal or state statute, law or regulation, or files an answer admitting the material allegations of such a petition or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any part of its assets or properties;

(d) Immediately by the Company or the Developer, if the other party, any senior level officer or employee of that party, or any manager, any member or partner of the Developer, or any guarantor of the other party's performance hereunder is indicted for a felony offense;

(e) Reserved; or

(f) By either the Developer or the Company if the Parties are unable to agree on an Approved Project Plan within ninety (90) days after the meeting to discuss such Project Plan as contemplated in Section 2.01.

15.03. Reserved.

15.04. Termination and Suspension for Convenience by the Company. Company may terminate this Agreement in whole, or from time to time in part, with respect to the Project, for the convenience of Company whenever Company determines in good faith that it is contrary to the interests of the Company to proceed with the Project. Any such termination shall be effected by delivery to Developer of a written notice of termination specifying the extent to which the performance of the work under the Agreement is terminated, and the date upon which such termination becomes effective, which shall not be less than 30 days following delivery of all such notices.

15.05. Damages.

(a) In the event of default, each party shall have such remedies as are provided at law or equity.

(b) Reserved.

(c) In the event of a termination by Developer under this Article XV, the Company shall be liable to Developer for out-of-pocket costs resulting from such termination (to the extent documented as set forth herein) which costs shall be paid to Developer within ninety (90) business days of receipt by the Company of a properly presented claim setting forth in detail: (i) the total cost of all third-party costs incurred to date of termination; (ii) the cost of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the Company or its assignee takes possession hereof or assumes responsibility therefore; (iv) the actual cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Company; and (v) fair compensation to Developer for all tasks performed to date, but with a setoff for sums previously paid by Company as Developer compensation or otherwise reimbursed. "**Fair compensation**" shall be determined by the amount of work performed by the Developer, taking into consideration the percentage of completion and the accomplishment of specific milestones (including, without limitation, completing a site plan and achieving requisite land use approvals). The Company will pay (in whole or in part) or specifically dispute Developer's claim within sixty (60) business days of its receipt. If the Company does not dispute Developer's payment claim within such 60-business day period, it shall be deemed to have accepted such claim and shall provide payment to Developer no later than the 90-business day timeframe set forth in this paragraph.

(d) Reserved.

15.06. Reserved.

15.07. Assignment of Documents. The Developer and the Company have full right, title and interest in all applications, documents, drawings, plans, specifications, studies, files, contracts, permits, approvals, and all other documents and materials, whether completed or in process, including, but not limited to architectural documents, prepared, accumulated or generated by or for the Developer (the "**Documentation**") in connection with this Agreement, or in connection with the Project Services; provided, however, that the Developer shall grant a security interest in Documentation to secure any loan to it. If this Agreement is terminated, the Developer shall deliver to the Company originals of all Documentation in whatever medium such documentation is kept or, if no original exists, copies thereof in full satisfaction of any such security interest. The Developer shall use commercially reasonable efforts to include in all third-party contracts entered into after the Effective Date of this Agreement, a provision conditionally assigning all of the Developer's interest in the Documentation to the Company and giving the Company the right to use all Documentation upon full payment to the Developer and/or such third party for the work performed. The foregoing assignment shall be subordinate to the requirements of and subject to the approval of any lenders.

15.08. Survival. Notwithstanding any expiration or termination of this Agreement, the indemnification obligations contained in Article XVI of this Agreement, the representations and warranties contained in Article VIII of this Agreement, and the provisions contained in Articles XII and XVII of this Agreement shall continue in effect with regard to acts and omissions prior

to expiration or termination.

ARTICLE XVI –INDEMNIFICATION.

16.01. DURING CONSTRUCTION OF THE PROJECT, THE DEVELOPER AND ITS SUBCONTRACTOR AFFILIATE SHALL INDEMNIFY, DEFEND AND HOLD THE COMPANY AND HACA (AND ITS BOARD OF COMMISSIONERS) AND ANY COMPANY AFFILIATE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("CLAIMS") ARISING FROM (A) ANY BREACH OF THIS AGREEMENT BY THE DEVELOPER OR THE DEVELOPER AFFILIATES OR THE AGENTS, EMPLOYEES, OR CONTRACTORS OF THE DEVELOPER OR THE DEVELOPER AFFILIATES, OR (B) ANY BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY DURING THE PERFORMANCE OF THE WORK PURSUANT TO THIS AGREEMENT CAUSED BY THE DEVELOPER'S (OR THAT OF THE DEVELOPER AFFILIATES OR THE AGENTS, EMPLOYEES, OR CONTRACTORS OF THE DEVELOPER OR THE DEVELOPER AFFILIATES) NEGLIGENCE, BREACH OF CONTRACT OR WILLFUL MISCONDUCT. SUCH INDEMNITY SHALL APPLY ONLY TO CLAIMS TO THE EXTENT CAUSED BY AN ACT OR OMISSION BY THE DEVELOPER, ITS AFFILIATES, AGENTS OR EMPLOYEES OF ANY OF THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH INDEMNITY SHALL NOT APPLY IN THE EVENT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ADDITION, THERE SHALL BE NO DUPLICATION OF INDEMNITY OBLIGATIONS INCURRED HEREUNDER BETWEEN THE INDEMNITY OBLIGATIONS PURSUANT TO THIS ARTICLE XVI.

ARTICLE XVII - INDEPENDENT CONTRACTOR.

17.01. It is expressly agreed and understood between the Company and the Developer that the Developer, in entering into this Agreement and carrying out its obligations hereunder, is an independent contractor working for itself and is not, shall not be deemed to be, and shall not hold itself out as an agent, joint venturer, legal representative or employee of the Company or HACA. The Developer is not granted any right or authority to assume or to create any obligation, liability or responsibility, express or implied, on behalf of or in the name of the Company, to bind the Company in any manner to any contractual or other undertaking whatsoever or to accept payment from any party of any obligation owing to the Company. Except as otherwise provided herein, the Developer shall be responsible for all costs it incurs in performing its obligations under this Agreement, and neither the Company shall have any liability for any debts or other obligations which the Developer may incur in rendering such performance.

ARTICLE XVIII – DISCLAIMER OF RELATIONSHIPS.

18.01. Disclaimer of Relationships. Nothing contained in this Agreement, nor any act of HUD, HACA, the Developer, or the Company, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, HACA, the Developer, or the Company or

otherwise affecting the Parties, other than as expressly set forth in this Agreement, except between HUD and HACA as provided under the terms of the Annual Contributions Contract from HUD, as amended from time, as applicable, and HACA and the Company as provided in the Company's operating agreement.

ARTICLE XIX – APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS.

19.01. With regard to all work on the Project, the Developer, as well as all Subcontractors, shall comply with all applicable federal, state, and local regulations, rules, ordinances, and laws applicable to the Project.

19.02. Reserved.

ARTICLE XX – CONFLICT OF INTEREST.

20.01. Conflicts of Interest. The Developer and the Company acknowledge that 2 C.F.R. Part 200 or successor regulations, which apply to the Company, do not apply to the Developer. No employee, officer, or agent of the Company shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when (a) the employee, officer or agent, (b) any member of his or her immediate family, (c) his or her parents or (d) an organization that employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for the award. The Company's and the Developer's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors. The Company may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of minimal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Company's and the Developer's officers, employees, or agents or by contractors or their agents. HUD may in regulation provide additional prohibitions relative to real, apparent or potential conflicts of interest.

Neither the Company, the Developer nor its contractors shall enter into any contract, subcontract or agreement in connection with the Project in which any member, officer or employee of the Company, or any member of the governing board of the locality in which the Project is situated, or any member of the governing body of the locality in which the Company was activated or any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during such person's tenure or for one year thereafter has any interests, direct or indirect.

If any such present or former member, officer, or employee of the Company, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of such person's tenure any such interest, and if such interest is immediately disclosed to the Company and such disclosure is entered upon the minutes of the Company, the Company, with the prior approval of HUD, may waive the prohibition; provided that any such present member, officer or employee of the Company, shall not participate in any action by the Company relating to such contract, subcontract or arrangement.

No member, officer or employee of the Company, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the Company was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter shall have any interest, direct or indirect, in the Project or the proceeds thereof.

In addition to those requirements specifically set forth in this Section 20.01, the Company, the Developer and their respective officers, employees, agents and/or contractors shall comply with all applicable Federal and Texas laws and regulations governing conflicts of interest.

20.02. Waiver of Conflict. The Company may, at its option, approve a waiver of any conflict described in Section 20.01. Such waivers shall be granted within the scope of the statutes and applicable regulations governing the Company and the Project. Such a waiver must be requested by the Developer and a proposed method of treating the conflict must be reviewed and approved by the Company. The Developer shall take all appropriate steps reasonably possible to identify conflicts described in Section 20.01 and to propose methods for treating these conflicts prior to the execution of this Agreement. Similarly, the Company will take any steps it deems appropriate to consider the waiving of conflicts identified by the Developer that are brought to the Company's attention.

20.03. Interest of Members of Congress. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from it.

20.04. Limitation of Payments to Influence Certain Federal Transactions. The Limitation of Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, 31 U.S.C. § 1352, provides, in part, that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Company and the Developer, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

20.05. Certification. The Developer agrees to execute the Certification Regarding Lobbying, attached hereto as Exhibit I.

ARTICLE XXI – NO LIENS; NO ASSIGNMENT.

21.01. Liens and Encumbrances. The Developer shall not place, or allow to be placed, any lien or encumbrance on the ground, structures or any improvements on the Project site owned by the Company, or any portion thereof, including any lien for work or labor done or materials furnished prior to the execution of the Ground Lease and, thereafter, no liens or encumbrances other than a mortgage or other financing instrument permitted by the Ground Lease shall be placed or allowed to be placed on a Project site by or on behalf of the Developer. In furtherance

of the foregoing, the Developer shall provide or cause the subcontractor to provide, in form satisfactory to the Company, performance and payment bonds for 100% of the contract amount which shall name the Company as an additional obligee.

21.02. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Project or any part thereof, the Developer shall take all necessary action to cause such lien to be discharged of record by payment, deposit, lien bond transfer, order of court of competent jurisdiction or otherwise in accordance with and in conformance with the time periods for responding under Texas construction lien laws. The Developer shall notify the Company in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded. If the Developer shall fail to cause such lien to be discharged by failing to follow any and all prescribed remedies afforded it under Texas construction lien laws, then, in addition to any other right or remedy, the Company may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by the Company and the costs and expenses incurred by the Company in connection therewith, shall be payable by the Developer and shall be paid by the Developer to the Company on demand. The Developer shall be the party responsible for discharging any such liens and the expense of discharging the lien(s) shall be a Project expense.

21.03. Consent.

(a) Implied Consent. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the Company's implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Project or any part thereof; provided that, the foregoing shall not be construed to limit or negate any approval of the Company expressly stated in this Agreement.

(b) Reasonableness. In any request, approval, consent or other determination by any party required under this Agreement, the party shall act reasonably, in good faith and in a timely manner unless a different standard is explicitly stated.

(c) General. Wherever in this Agreement the consent, approval, agreement or joinder of, or acceptance by, either party is required or desired, such consent, approval, agreement or joinder or acceptance shall not be unreasonably withheld, delayed or conditioned.

21.04. Assignment. The Parties hereby agreed that they shall not assign, subcontract or transfer any services, obligations, or interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld when such assignment is for financing the Project Services. Notwithstanding the foregoing, it is anticipated that one or more Affiliates of the Developer may perform some or all of the activities of the Developer set forth in this Agreement. For purposes of this Agreement, any references to the "Developer" shall be deemed to refer, as applicable, to the Developer or to any Affiliate thereof that actually performs the activities of the Developer set forth herein, and the performance of such activities by an Affiliate shall not be construed as a violation of the first sentence of this Section 21.04.

ARTICLE XXII - WRITTEN MATERIALS AND PUBLIC STATEMENTS.

22.01. The Parties agree to cooperate and consult with each other regarding any public statements or publication made regarding the Project. The Developer shall provide the Company with drafts of any written material prepared in connection with the Project and for a government agency or other third-party prior to submission. The Developer shall revise such drafts in accordance with reasonable Company requests. In addition, the Developer shall provide the Company with any changes to documents that affect the activities or understandings reflected by this Agreement and final versions of all written submissions.

ARTICLE XXIII – FORCE MAJEURE.

23.01. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, if the Developer is delayed at any time in the progress of the work by (i) any acts or failures to act by the Company, HACA, HUD or any governmental agency or entity, and such delay is not attributable in any way to the Developer; (ii) by any suits filed by third parties concerning or arising out of this Agreement; (iii) strikes; (iv) judicial action initiated by a third-party; or (v) by labor disputes, weather of unusual severity, fire, pandemics, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Company pending arbitration, then all dates by which performance is to be completed shall be extended for such reasonable times as the Company and the Developer may mutually determine.

ARTICLE XXIV – MISCELLANEOUS.

24.01. Notices; Contact.

(a) All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when actually received or two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Housing Company of the City of Austin
1124 S IH-35 Frontage Road
Austin, TX 78704
Attn: Ron Kowal
E-mail: ronk@hacanet.org

with a copy to:

Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, TX 77046
Attention: Barry Palmer
E-mail: bpalmer@coatsrose.com

If to the Developer:

Austin Habitat for Humanity, Inc.
500 West Ben White Blvd.
Austin, TX 78704

Attention: Wayne Gerami
E-mail: wgerami@ahfh.org

with a copy to:

Bukowski Law Firm, PC
1601 Rio Grande, Suite 345
Austin, Texas 78701
Attention: Sean Bukowski
E-mail: sbukowski@bukowskilawfirm.com

(b) Each party will designate a contact person for all general communications during the term of this Agreement, which may be changed by either party by written notice to the other party in the manner set forth above. Until further notice and/or in the absence of additional designation of a contact person, the contact persons will be those individuals identified in Section 24.01(a).

24.02. Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

24.03. Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

24.04. Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Travis County, Texas.

24.05. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

24.06. Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

24.07. Final Agreement. This Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

24.08. Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver

thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

24.09. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns; provided that the Developer may not assign its interests in this Agreement without the prior written consent of the Company.

24.10. Subcontracts. The Developer will cause all applicable provisions of this Agreement to be inserted in all contracts with third parties and subcontractors.

ARTICLE XXV – DEFINITIONS.

25.01. Capitalized terms used herein shall have the meanings set forth below. If any term definition below conflicts with the term as defined in the body of this Agreement, the definition in the body of this Agreement shall be controlling.

"Additional Services" means additional services, not included as Project Services, that the Company may request the Developer to undertake in accordance with Section 2.05 of this Agreement.

"Affiliate" means, as to any Party, any person that: (i) directly or indirectly controls or is controlled by or is under common control with the specified Party; (ii) is an officer or director of, commissioner of, partner in, member of or trustee of, or serves in a similar capacity with respect to, the specified Party or of which the specified Party is an officer, director, member, partner or trustee, or with respect to which the specified Party serves in a similar capacity; or (iii) is the beneficial owner, directly or indirectly, of 10% or more of any class of equity securities of the specified Party or of which the specified Party is directly or indirectly the owner of 10% or more of any class of equity securities.

"Agreement" means this Master Development Agreement entered into as of the date first written above between the Company and the Developer, as may be amended from time to time.

"Arrangement" means any contract, lease, purchase order or other agreement into which the Developer enters.

"Company" means AAHC Prospect Heights, LLC, a Texas limited liability company.

"Company Affiliate" means an Affiliate of the Company.

"Company Parties" means, collectively, the Company, its affiliates, and/or any of their respective officers, directors, employees and agents.

"Construction Completion" means with respect to the Project, the date that all of the following have occurred: (i) the Developer shall certify in writing that the Developer's

contractor has completed the Project in conformance with the Project Plans, and that such work is deemed complete; (ii) the Developer or the Developer's construction contractor has obtained permanent, unconditional certificates of occupancy (or if there are conditions, such conditions do not affect the ability to occupy the Project for its intended use) or their equivalent from all appropriate governmental entities with respect to the Project; (iii) all sanitary, security, electrical, heating, ventilating and air conditioning systems are operational to the extent necessary to provide adequate services to the Project; (iv) access to the Project and the parking areas and other common areas are available to the Company and the residents, if applicable, and (v) the Company reviewed and approved the Units as built.

"Claims" means all claims, damages, losses, liabilities costs and expenses.

"Construction Services" means all construction services listed on Exhibit E.

"Design Services" means all design/development services listed on Exhibit C.

"Developer" means Austin Habitat for Humanity, Inc., a Texas nonprofit corporation.

"Developer Affiliate" means an Affiliate of the Developer.

"Developer Services" means all the developer services set forth in Section 2.03 of this Agreement, to include those services listed in Exhibit A hereto.

"Documentation" means, where applicable, all applications, documents, drawings, plans, specifications, studies, files, contracts, permits, approvals, grants, and all other documents and materials, whether completed or in process, in which the Developer has any right, title or interest including, but not limited to, architectural documents prepared, accumulated or generated by or for the Developer in connection with this Agreement, or in connection with the Project Services.

"Environmental Laws" means any and all Federal, State, and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, or the environment whether now or in the future enacted, promulgated or issued.

"Financing Plan" means the overall plan for the financing necessary for the development of the Project as set forth in Exhibit B of this Agreement.

"Financing Services" means all of the financing activities and services set forth on Exhibit B hereto.

"Ground Lease" means that certain Ground Lease between HACA and the Company.

"HACA" means the Housing Authority of the City of Austin, a Texas municipal

housing authority.

"HUD" means the United States Department of Housing and Urban Project.

"Plans" means any plans and specification, in whatever stage of finality that they may be, which were developed for the Project.

"Project Budget" means the development budget prepared by the Developer and provided to the Company as part of the Project Plan not later than ninety (90) calendar days after execution of this Agreement, including any revisions or updates thereto as contemplated in Section 4.02 of this Agreement.

"Project Plan" means the plan approved by the Company and described in Section 2.01 of this Agreement.

"Project Schedule" means the schedule, including a critical path schedule, of time and order for the performance, based upon reasonable times for review, approval and return of documents to ensure the prompt and continuing prosecution of the Project prepared by the Developer, including any revisions or updates thereto as contemplated in Section 4.01 of this Agreement.

"Project Services" means the provision, or arranging for the provision of, all such services as are necessary for the development and construction of the Project, including without limitation the Developer Services, the Financing Services, the Design Services, the Construction Services, and the requiring of all Subcontractors to comply with the MBE and WBE requirements set forth in Section 7.01 of this Agreement.

"Rider" means a rider containing all of the MBE and WBE requirements set forth in Section 7.01 of this Agreement that must be attached to all subcontracts.

"Subcontractors" means all subcontractors working on the Project, including the general contractor (if applicable), architect and engineer and all of their subcontractors.

[Signature Page Follows]

SIGNATURE PAGE TO
MASTER DEVELOPMENT AGREEMENT

AAHC PROSPECT HEIGHTS, LLC,
a Texas limited liability company

By: Austin Affordable Housing Corporation,
a Texas nonprofit corporation,
its sole member

By: 
Name: Ron Kowal
Its: Vice President

AUSTIN HABITAT FOR HUMANITY, INC.,
a Texas nonprofit corporation

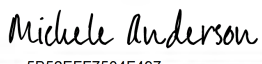
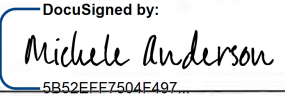
DocuSigned by:

By: 
Name: Michele Anderson
Title: CEO

EXHIBIT A

DEVELOPER SERVICES

Subject to the approval of the Company, Developer shall:

1. Be responsible for the vertical development of the Project.
2. Coordinate with the Company to obtain all necessary governmental approvals and permits needed for the vertical development of the Project, including all necessary construction and/or temporary easements, rights of entry and any other approvals required for the Project.
3. Coordinate with the Company to have resident and community participation in the planning and implementation of the Project.
4. Participate in team meetings regularly scheduled by the Company, and submit regular progress reports in such formats and media as the Company directs on the status and schedule of the Project.
5. Coordinate with Company on the advertising, marketing materials, promotional activities and costs necessary to sell all Units.
6. Assure that all Project activities for vertical construction performed shall be provided in accordance with generally accepted standards for quality development and construction of affordable housing in the City of Austin, Texas.
7. Furnish the skill and judgment necessary to perform the Project Services in a quality, expeditious and economical manner consistent with the best interests of the Project.
8. Perform such other Developer Services which are necessary for the Project and that are reasonably agreed to between the Parties.

EXHIBIT B

FINANCING SERVICES

The Developer shall be responsible for arranging all financing for the Project, including without limitation, all funding for necessary buildings and landscaping site improvements for the Project. Within ninety (90) calendar days from this Agreement being executed, the Developer shall prepare for the Company's review and approval an overall plan for the financing necessary for the revitalization of the Project ("**Financing Plan**"). The Financing Plan shall set forth, inter alia, the debt to be raised, the sources for all funds and expected uses. Once the Financing Plan is approved, the Developer shall be responsible for its implementation. Such implementation shall include the following, subject to approval by the Company:

1. Reserved.
2. Preparing and submitting to the Company such financial reports relating to the Project as the Company may reasonably request.
3. Doing such other Financing Services as may be agreed to between the Company and the Developer or that are otherwise reasonable and necessary in connection with the Project and that are reasonably agreed to between the Parties.
4. Establish the sales price for each of the Units, subject to approval by the Company, which shall not be unreasonably withheld.
5. Providing pre-purchase mortgage assistance for the benefit of income-eligible prospective purchasers of the Units in the form of housing counseling classes and one-on-one sessions with HUD-certified housing counselors.
6. Coordinating with the Company to sell the Units.
7. Providing in-person and virtual orientations, classes, financial counseling and related services to income-eligible prospective purchasers of the Units to prepare them for successful homeownership.
8. Providing post-purchase mortgage assistance shall be provided to each Purchaser of a Unit in the form of financial coaching and formal intervention with lenders in the event of foreclosure, if necessary.

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

CONSTRUCTION SERVICES

Subject to the approval of the Company, the Developer shall perform the following:

1. Prepare all construction plans, budgets, schedules and contracts, including those with the contractors and other parties working on the Project. All such plans, budgets, schedules and contracts and any material change thereto shall be subject to the review and approval of the Company. The Construction Plans and all revisions and modifications thereto, shall be certified by an architect duly registered under the laws of the State of Texas. The Construction Plans must conform with all applicable legal requirements, including the City of Austin's ordinances, all Environmental Laws, the 2021 International Residential Code, the Uniform Fire Code and the Fair Housing Act.
2. Supervise the General Sub-Contractor (if applicable). Prepare and negotiate a contract to be entered into between the General Contractor and the General Sub-Contractor (if applicable) and between the Company and the General Contractor.
3. Administer contracts with all engineers, general contractors, materials suppliers and other contractors, professionals and consultants. The Developer shall place in all such contracts provisions whereby each Subcontractor warrants its work from any and all potential construction defects.
4. Apply for and obtain all permits (including building and construction permits), licenses, easements and approval necessary for the physical improvements contemplated by the Project, including, without limitation, any City approval, Planning Commission and City Council, and maintaining in full force and effect any and all such permits and approvals.
5. Prepare and submit all construction plans, critical path schedules, cost estimates, budgets, schedules, specifications, life cycle analysis and design and construction documents to the Company for review and approval.
6. Submit suggestions or requests for changes to the Construction Plans which could in any reasonable manner improve the design, efficiency or cost of the Project.
7. On an ongoing and regular basis, advise the Company as to the status of the processing of all applications necessary to obtain all governmental approvals required for the Project. Advise the Company as to any hearings regarding the Project with sufficient advance notice to enable the Company to attend such hearings.
8. Invite the Company or its representative to all meetings with the construction contractor and other contractors. A representative, agent or employee of the Company shall be granted access to the Project site and access to the work in progress at reasonable times and subject to construction site safety requirements. Any Company employees, agents and representatives shall comply with the directions of the Developer and construction site rules and shall use due care.
9. Cause the construction and completion of the Project in accordance with this

Agreement, the Project Schedule(s) and the Project Budget(s).

10. Monitor the performance of all persons and entities that are to provide materials, equipment or services to the Project and take such actions as are necessary to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements.

11. On a monthly basis, forward to the Company written construction progress reports received from the Architect of record.

12. Upon Construction Completion and at six months and eleven months after Construction Completion of the Project, the Developer and the architect shall inspect the work to determine and record the condition of the work. The Developer shall notify the Company of such inspection, and shall allow the Company representatives to accompany it on any such inspection. The Developer shall require the General Contractor/General Sub-Contractor to replace or correct faulty work.

13. Require the General Contractor or General Sub-Contractor, if applicable, to provide to the Company in form satisfactory to the Company, the construction-related insurance of the type and in the amount set forth on Exhibit H, performance and payment bonds, if required,

14. Upon completion, the Developer, General Contractor or General Sub-Contractor, as applicable, shall provide warranties of good title to the work and workmanship to a Purchaser of each Unit. The warranties shall continue for a period of not less than one year from the date of final acceptance of the work.

15. The Developer will cause any contractor or construction manager that performs all or any part of the construction work to take reasonable steps to minimize disruption of the normal use of neighboring properties (including those belonging to Company or to parties related to Company). To the extent feasible, the Developer shall cause any contractor that performs all or part of construction work to take reasonable steps to avoid excessive rubble or odors from construction work. Construction work shall be performed in accordance with all applicable legal requirements. Construction work shall be performed in good and workmanlike manner, free and clear of all mechanic's, materialman's or similar liens and in accordance with good construction practices.

16. As a part of all construction work, the Developer shall equip any dwelling units or cause the same to be equipped with all equipment and articles of personal property necessary and appropriate for legal occupancy, including refrigerators and ranges, all in accordance with the construction plans approved by the Company.

17. The Developer shall take and/or cause others to take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees and other persons on and off-site where construction activities are underway. The Developer shall take reasonable precautions for the safety and protection of the improvements, materials and equipment to be incorporated therein, whether in storage on or off-site, under care, custody or control of the Developer, contractors or any subcontractor. The Developer shall further take precautions to protect the property of the Company or others, whether or not forming part of the improvements, located at a construction site or adjacent thereto in areas to which the Developer has access.

18. Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including, but not limited to:

i. participating in conferences and rendering such advice and assistance as will aid in developing economical, efficient and desirable designs and construction procedures in connection to the Project;

ii. reviewing all requests for payment under any architectural agreement, general contractor's agreement or loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of the Project;

iii. complying with all terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction or operation of the Project or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection to the Project;

iv. furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by the Company;

v. giving or making approvals and payments provided for in the agreements with any architect, general contractor, or other contractor, professional or consultant retained for the Project;

vi. identifying local providers for construction services; and

vii. filling any notices of completion required or permitted to be filed upon the completion of the Project and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of units.

19. Perform all such other Construction Services which are necessary in connection with the Project and that are reasonably agreed to between the Parties.

EXHIBIT F

RESERVED

EXHIBIT G

COMPANY RESPONSIBILITY

The Company will be responsible for the following:

1. Contracting for demolition of existing structures on the Project site, and clear and otherwise develop the Project site into buildable lots.
2. Obtaining the services of design professionals for the design of the site plan and the proposed improvements for the Project, with the assistance of the Developer. The design of the Project shall be subject to the Developer's review, comment and approval, which approval shall not be unreasonably withheld or delayed.
3. Reviewing matters submitted by the Developer and advising the Developer, if required, of the Company's approval or why its approval is being withheld, subject to requirements stated in the Agreement with respect to timeliness and reasonableness of response.
4. Reserved.
5. Coordinating and providing the Developer with notice of, and reasonable opportunity to attend, any and all meetings regarding the Project with any governmental entity, city council representative, mayor's office representative, community group, surrounding neighborhood organization, or residents, and approval of the Developer on all correspondence with the same. The Developer will be invited to participate in any and all meetings with entities described above.
6. Coordinating with the Developer on interfacing with the community and attempting to obtain community support for the Project, including any public announcements, response to any media inquiries, and/or public opposition to the Project that may arise.
7. All communication with HUD, the preparation and submission of program documents and obtaining all HUD Approval.
8. Referring income-eligible prospective purchasers to Developer for participation in and completion of Builder's Affordable Homeownership Program.
9. Coordinating with Developer on the advertising, marketing materials, promotional activities and costs necessary to sell all Units.

EXHIBIT H

INSURANCE

The Developer shall cause the appropriate entity to maintain and keep in force the following insurance and list the Company as additionally insured on all policies:

A. General Liability including bodily injury and property damage:

\$2,000,000 General Aggregate Limit (Other than Products & Completed Operations)
\$2,000,000 Products & Completed Operations Aggregate Limit
\$1,000,000 Per Occurrence
\$1,000,000 Personal Liability & Advertising Liability Insurance
\$1,000,000 Fire/Legal Liability
\$5,000 Medical Expense

B. Excess and Umbrella Liability:

\$5,000,000 Per Occurrence
\$5,000,000 Aggregate

C. Workers Compensation and Employers Liability:

\$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease-Each Employee

D. Builders Risk:

(1) The General Contractor (or General Sub-Contractor, if applicable) shall have "All Risk" insurance against loss or damage by fire, flood and such other risks and matters, including without limitation, business interruption, rental loss, public liability. The amount of such insurance will not be less than 100% of the full replacement value of the Project, including the cost of debris removal, without deduction for depreciation.

(2) Endorsement: Designated Construction Project General Aggregate Limits.

E. Business Automobile Liability - \$1,000,000

F. Professional Liability. The following contractors must be required to provide no less than \$1,000,000 of professional liability coverage:

- (a) Engineers
- (b) Architects; and
- (c) Attorneys

G. To the extent prefabricated product(s) will be used, Riggers Liability in an amount appropriate for the situation and agreed upon by the Company in writing.

H. The Developer's insurance shall include the following:

1. Waiver of subrogation all liability policies.
2. Hold Harmless Agreement covering the Company, and all successors and assigns, commissions, officers, directors, agents, lessees, employees and authorized representatives.
3. All Carriers should be "A" rated by AM Best, unless otherwise approved by the Company.

All policies of insurance (other than professional liability) must be made on an occurrence basis.

EXHIBIT I

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUSTIN HABITAT FOR HUMANITY, INC.,
a Texas nonprofit corporation

By: _____
Name: Michele Anderson
Title: CEO

EXHIBIT J

RESERVED

EXHIBIT L

HUD APPROVAL

The items listed below constitute a non-exhaustive list of actions for which HUD's approval will be necessary with respect to the Project. Timelines for any HUD Approval items are to be determined.

- Construction of the Project.
- Change in ownership of the land included in the Project as part of the homeownership structure.
- Compliance with the Regulatory Agreement.

EXHIBIT M

RESERVED

EXHIBIT N

UNAPPROVED VENDORS

Developer may not use any of the vendors listed below:

LIST OF FIRMS DENIED FURTHER CONTRACTING WITH HACA, AS OF JULY 1, 2023

FIRM NAME	LAST KNOWN ADDRESS	REASON
ARC ABATEMENT INC.	225 S 12th Street Waco, TX 76701	DEFAULT/TERMINATION
AZTEC CONSTRUCTION	107 RR 620 South #15-B Austin, TX 78734	POOR PERFORMANCE/NON-COMPLIANCE
CONCORDE & GREENRICHES	133 Kirkhaven Drive Rockwall Texas 75032	THEFT/TERMINATION
CONTRACTOR'S ASPHALT, L.P.	P.O. Box 772 Round Rock, TX 78680-0772	POOR PERFORMANCE/NON COMPLIANCE
CORDOVA CONSTRUCTION COMPANY	320 E. State Hwy 7 Nacogdoches, TX 75961	DEFAULT/TERMINATION
HOME CONSTRUCTION, INC.	1425 Hwy 21 W. Cedar Creek, TX 78612	POOR PERFORMANCE/NON COMPLIANCE
OAI - OLMOS ABATEMENT INC	6750 FM 2720 Maxwell, TX 78656	DEFAULT/TERMINATION
RANGER ROOFING	5920 W. Plano Parkway, Ste. E-13 Plano, TX 75093	POOR PERFORMANCE/NON-COMPLIANCE
SAN ANTONIO RETAIL BUILDERS	P.O Box 701641 San Antonio, TX 78270	POOR PERFORMANCE/NON-COMPLIANCE
TC SQUARED CONSTRUCTION, LLC	3931 Hwy 138 Florence, TX 76527	POOR PERFORMANCE/DEFAULT



Application for OHDA Funding – 2024

Tab 4 – Project Information



Application for OHDA Funding – 2024

Tab 4a – Market Information



Internal Market Assessment for Prospect Heights: 2024

Pricing and Absorption

All Austin Habitat homes, including those at Prospect Heights, are priced to be affordable to homeowners who are low-to-moderate income, with incomes at or below 80% of the Median Family Income (MFI) for the Austin-Round Rock Metropolitan Statistical Area (MSA). Based on current estimates, the sale prices for our partner families will be as follows:

Number of Units	Type	Bedrooms	Square Feet	Expected Pricing
11	Duplex	3	1,400	\$156,600
1	Duplex	4	1,700	\$182,700

Although these prices are estimated and may be updated to reflect changes in the Median Family Income in the area and/or continued changes in the cost of homebuilding materials, Austin Habitat plans to keep all units affordable into the future with a 99-year affordability period.

Austin Habitat will build with subcontractors, skilled tradespeople and volunteers during the Spring and Fall 2025 build seasons. We are not yet qualifying buyers for these homes, but will work with our in-house marketing and client services teams to provide outreach for families who may be interested and ensure that they are qualified to successfully purchase and own a home.

Community Conditions

Target Population: Although each development attracts a different mix of partner families, we still expect that our clients will fit the Habitat “profile” in several important ways:

- Income eligibility, with a household income at or below 80% of the Median Family Income (MFI) for the Austin-Round Rock Metropolitan Statistical Area (MSA). The average MFI level of our existing clientele is approximately 75%.
- Ability to make a \$3,000 up-front contribution and stay current on the mortgage after purchase. Austin Habitat’s HUD-certified housing counselors work with each family, providing an appropriate amount of personalized service depending on the family’s financial wellness before our team qualifies them.
- Willingness to partner in Habitat activities. All potential Habitat homeowners must complete 200 hours of sweat equity and participate in ongoing Habitat activities.

Other than these requirements, Austin Habitat does not seek a specific target population, although our client population is approximately 75% people of color, nearly 80% families with children, and approximately 50% female-headed families. All program guidelines follow applicable laws, such as the Fair Housing Act.

Area Demographics

The Prospect Heights development is located within Census Tract 8.04, Travis County, Texas.

- Total population: 2,607

- Age: 24.2% under 18; 70.7% 19-26; 5.1% 65+
- Gender: 53.6% female and 46.4% male
- Race/Ethnicity: 39.4% White not Hispanic; 29.4% Black; 26% Hispanic; 2.5% Multi-racial; 1.2% Asian; 1.5% other.
- Disability Status: 13.1% of census tract residents report having a disability.
- Poverty: 32.6% of the Census tract's population has lived in poverty during the past 12 months; 43.2% of residents under age 18; 52.2% for families with children under 18.
- Income: \$64,554 median household income.
- Employment: 76.2% over age 16 in labor force. Unemployment 8.8% compared to 3.4% for the county as a whole.
- Healthcare: 13.1% uninsured,
- Educational attainment: 82.1% high school graduates; 20.2% have some college; 48.2% have an associate's degree or higher.
- Language: 32.6% of residents of speak a language other than English at home, with the most predominant being Spanish (14.3% of the census tract population).

All data is sourced from the United States Census, 2022 5-Year American Community Survey, other than the County-wide unemployment rate (Federal Reserve Bank of St. Louis/U.S. Department of Labor).

Overall Local Housing Conditions and Trends

Census Tract 8.04 contains 1,181 total housing units, of which 1,072 are occupied.

- Approximately 60% of the homes are detached one-family properties.
- Much of the housing stock in this Census tract is older, with more than 70% built in 1999 or earlier, suggesting a need for newer properties in the area.
- Approximately 43% of the housing units in this Census tract are owner-occupied.
- About 20% of homeowners with mortgages in this Census tract, and approximately 32% of renters, are cost-burdened, paying 30% or more of their monthly incomes for housing.
- The median home value of an owner-occupied home in this Census tract is \$530,500, nearly 2.5 times higher than ten years ago (\$222,000).

All data is sourced from the United States Census, 2022 5-Year American Community Survey, other than the comparison median housing price, which is from the corresponding 5-year American Community Survey in 2012.

District 1 in particular has experienced strong effects from gentrification, with homes becoming increasingly unaffordable. A November 2023 report from the Austin Board of REALTORS® showed that although more than 60% of the residents of District 1 are low-to-moderate income, only 5.3% of the homes sold in this district during the first half of 2023 would be considered affordable for this population. This report estimates an under-supply of more than 26,000 affordable homes considered affordable to a four-person family in District 1. Undersupplies are more severe for Black and Hispanic families than other families. The 2022 Housing Works Austin Scorecard shows that five years after the release of Austin's Strategic Housing Blueprint, District 1 is 31% to the ten-year goal of adding more than 7,000 affordable units.

General Community Housing Conditions

Stable, high-quality housing is a key to success for many families, but the cost of home has soared in recent years homeownership and stable housing out of reach for many no matter how

hard they work. Although local housing prices have moderated in recent months, the median home price in the Austin area is \$443,065; in the City of Austin, it is \$543,200, according to the Austin Board of REALTORS®. To successfully purchase and maintain payments on a Central Texas home, a family must earn at least \$165,000 per year, according to the Harvard Joint Commission on Housing Studies (JCHS).

This is almost twice the amount earned by a family making 80% of the Median Family Income (MFI), about \$93,000 for a family of four, the income limit for the Austin Habitat program. Families of color (MFI \$60,000) and families headed by a single mother (MFI \$50,000) – who represent the majority of Austin Habitat's partner families – are even more likely to be struggling to find safe and stable housing. A recent Zillow study found that an Austin family needs to earn \$60,000 more to afford a market-rate home than it did just four years ago.

With homeownership out of reach, families continue to rent. However, renting comes with its own set of difficulties: the average rental price rose 24% in Austin from 2020-23; although prices have moderated somewhat as more market-rate apartments have been built, many low-to-moderate income families are still priced out of the market or facing extreme cost burdens. Our team hears daily from families stuck in unsafe, unstable, health-harming, overcrowded rental housing situations or doubled-up with family and friends. Many are forced to move frequently due to rising rents, which can disrupt employment and education.

Not only has most housing gotten prohibitively expensive for local residents, numerous impediments exist to the rapid creation of more high-quality affordable homes. The cost of land doubled in the Austin-Round Rock MSA from 2012-20 from \$296,400 per acre to \$590,400 per acre, making it difficult for nonprofits to afford land.

Geographic Area for Potential Homeowners

Please note that while Austin Habitat is happy to welcome individuals and families already living in the area to apply for homeownership in the Prospect Heights development, particularly given the rapid gentrification of this area, we do not require potential homebuyers to live near the development where they purchase. We do plan to work with HACA to identify tenants who may be ready for homeownership and provide two marketing periods for these families to have the first option to buy a home here.

Austin Habitat works with potential homebuyers from throughout the Austin area, and all potential buyers are informed that they may need to move from their current neighborhood to Prospect Heights one of our other developments if they are approved to purchase a home. We have reached out to local neighborhood associations and residents and will continue to do so, and we will work with our partner affordable housing organizations to ensure that eligible neighborhood residents are informed about the availability of these units.

Eligible Homeowner Pool Demographics

The potential homeowners qualified to purchase in Habitat developments have the following demographic profile:

- 100% low-to-moderate income
- 94% people of color (66% Hispanic/Latino, 22% Black, 3% Asian, 3% Native American)
- Average household income approximately \$58,300

Competitive Properties

In the February 2024 Austin Housing report from the Texas Realtors and Texas A&M Real Estate Center, less than 4% of all closed sales were on homes priced up to \$250,000. The East Austin area where the Prospect Heights homes will be located is a rapidly gentrifying part of town and most of the homes in the immediate area would still be out of reach for our client population. In the 78702-zip code, which encompasses the Prospect Heights development, there are five properties for sale as of April 2024 for less than \$300,000, out of 206 total. In the zip codes surrounding 78702 development – 78701, 78704, 78705, 78721, 78722, 78741, and 78742 – there are more than homes available, but only 54 (other than manufactured homes) are on the market for \$300,000 or less, and most are studio or one-bedroom condos on or near the UT campus of 500 square feet or less, not desirable for the households we serve which have an average size of 3.3 and generally include one or more children.

Market Demand

As discussed above, Austin Habitat maintains an interest/waiting list of eligible potential purchasers for all properties sold through the Affordable Homeownership Program, including ongoing builds at Persimmon Point and the upcoming Prospect Heights development. Currently, this interest list contains 28 families totaling 55 individuals. Our Communications and Client Services teams are working to develop effective and equitable marketing materials to ensure that when we are able to begin selling these homes in 2025, we will be in the process of qualifying an ongoing pipeline of homebuyers who will be able to successfully purchase and maintain their homes in the Prospect Heights development.

Demand and Capture

Twelve units will be built at Prospect Heights. Austin Habitat Affordable Homeownership Program currently has more than 50 potential homebuyers in the process of qualifying to purchase a home. Although some may not qualify, as discussed above, we are answering more than 1,000 contacts in a normal year from interested community members and we expect that the demand for affordable homeownership will continue to rise as the costs of housing increase in the Austin area. As mentioned above, not all of the potential homebuyers for Prospect Heights, or for any of our developments, are currently living in close geographic proximity to the area, but all are committed to purchasing a Habitat home, including moving from their current neighborhood if necessary.

Austin Habitat is not yet able to calculate a capture rate for the Prospect Heights development because we have not yet begun to qualify clients for this property. We expect that through the extensive interest in affordable homeownership in Austin, our strong reputation as a compassionate nonprofit and as a builder of high-quality affordable homes, and our ongoing community outreach, we will generate sufficient demand for the units. Austin Habitat also continues to offer qualified individuals/families the opportunity to purchase a home at several other developments that are currently being built or are in pre-development in Austin. Therefore, we are able to offer housing to individuals and families on the waiting list who do not wind up living in this development.

Absorption Period

Our Client Services, Communications, and other teams are working together to identify the people and families who would be qualified to purchase and would benefit from the strong access to jobs and transit and develop strong outreach plans designed to attract these

populations. We are reaching out to large employers in the area, building on the success of our partnership with Austin Independent School District in which we offered 30 homes for their educators, staff and families. As mentioned above, for Prospect Heights we are also working with HACA's team to identify tenant families who are ready, or could soon be ready, to move on to homeownership with Austin Habitat, and prioritizing these families in building our pipeline.



Application for OHDA Funding – 2024

Tab 4b – Good Neighbor

City of Austin Good Neighbor Checklist

The Neighborhood Housing and Community Development Office (NHCD) offers a Good Neighbor Policy to standardize process and identify expectations for all projects funded through the City of Austin's Rental Housing Development Assistance (RHDA) and Acquisition and Development (A&D) programs. Applicants of these programs are required to prepare and begin implementing a community engagement plan, including neighborhood notification activities. The community engagement plan is required whether the application is for funding for new construction or renovation of an existing building, regardless of whether there is a change in ownership.

A successful community engagement plan leads to open, ongoing two-way communication between developers and neighbors. This requires good-faith efforts and cooperation by developers, City officials and residents. A positive, open dialogue between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of resolving differences.

The following checklist of items is required of all applicants for funding:

(1) Preliminary Research

- ☒ Review the Neighborhood Plan (if applicable)

(2) Neighborhood Notification

- ☒ Notify property owners within at least 500 feet of the site and registered neighborhood organizations with boundaries included in the proposed development site, using a written notice, letter or flyer.




(3) Pre-Application Engagement

- ☒ Contact neighborhood organizations to provide current information about the project, including any neighborhood association whose boundaries are included in the proposed development site and Neighborhood Planning Contact Team (if applicable). *(see full City of Austin Good Neighbor Guidelines for more detailed information on what kind of information may be appropriate to share)*
- ☒ Appoint a Single-Point-of-Contact (SPOC) to serve as the liaison for exchanging information.

(4) Application requirements

- ☒ Provide communications plan
- ☒ Provide documentation showing the content of the notice, and proof of delivery
- ☒ Provide signed copy of this checklist.

I have reviewed and completed all of the above checklist items required by the City of Austin's Good Neighbor Guidelines.

	Michele Anderson	
Signed	 Michele Anderson	 12-19-2023
	printed name	date

PID	Street Address	Owner	Mailing Address	City	State	Zip	
195004	1133 Poquito St Austin TX 78702	1133 Poquito LLC	PO Box 18298	Austin	TX	78760-8298	
195018	1147 Poquito St Austin TX 78702	1147 Poquito LLC	PO Box 18298	Austin	TX	78760-8298	
197458	1157 Chicon St Austin TX 78702	1157 Chicon LLC	2804 Dancy St	Austin	TX	78722-2320	
525333	1158-60 Poquito St Austin TX 78702	1158-60 Poquito 1909 SL Davis LLC	PO Box 18298	Austin	TX	78760-8298	
194953	1123 Salina St Austin TX 78702	1200 Haskell Investor LLC	2331 Gus Thomasson Rd #1216	Dallas	TX	75228-3039	
195072	1902 Tillotson Avenue Austin TX 78702	1902 Tillotson LLC	7805 Palacios Drive	Austin	TX	78749-3127	
197462	1907 SL Davis Ave Austin TX 78702	1907 SL Davis LLC	PO Box 19586	Austin	TX	78760-9586	Returned - TCAD still shows this owner
195059	2002 Hamilton Avenue Austin TX 78702	2002 Hamilton Ave LLC	6516 Berkman Drive	Austin	TX	78723-1939	
197660	2104 Rosewood Avenue Austin TX 78702	2008 Alexander LLC	4304 Dancy St	Austin	TX	78723-5396	
197659	2106 Rosewood Avenue	2008 Alexander LLC	4304 Scales St	Austin	TX	78723-5396	
197469	1900 Rosewood Ave Austin TX 78702	2019 Bagels LP	603 W. 8th St.	Austin	TX	78701-2728	
927739	Rosewood Avenue Austin TX 78702	2108 Rosewood Group Ltd.	5453 Hitcher Blvd.	Austin	TX	78749-4240	
194994	2410 Bryan St Austin TX 78702	2410 Bryan St. LLC	1122 Magnolia St.	Lockhart	TX	78644-2410	Returned - TCAD still shows this owner
195087	2014 Tillotson Avenue Austin TX 78702	Abel C. & Sergio Sanchez	2014 Tillotson Avenue	Austin	TX	78702-2835	
195022	2508 Walter St Austin TX 78702	Adrian Bray	2508 Walter St.	Austin	TX	78702-2837	
194971	1712 E. 11th St. Austin TX 78702	AISD (Blackshear Elementary)	4000 S. W-35	Austin	TX	78704-7420	
197425	1607 Pennsylvania Avenue Austin TX 78702	AISD (Kealing Jr. High)	1111 W. 6th St.	Austin	TX	78703-5338	
195058	2004 Hamilton Avenue Austin TX 78702	Albert A. Tubach	70 Little West St. 19G	New York	NY	10004-7436	
194912	1129 Leona St Austin TX 78702	Alexander R. & Katherine Mette	1129 Leona St.	Austin	TX	78702-2726	
194959	1113 Salina St Austin TX 78702	Alfred Jones	1118 Salina St.	Austin	TX	78702-2730	
194892	1113 Lawson Lane Austin TX 78702	Alice M. Young	1113 Lawson Lane	Austin	TX	78702-2734	
194950	1117 Salina St Austin TX 78702	Angela R. Johnson & Kurt D. Obermeyer	1117 Salina St.	Austin	TX	78702-2729	
195064	1907 Hamilton Ave Austin TX 78702	Benjamin Gomez & Stevie Huval	1907 Hamilton Ave	Austin	TX	78702-2819	
194900	1136 Salina St Austin TX 78702	Berthella Spencer	1136 Salina St	Austin	TX	78702-2730	
194942	1126 Chicon St Austin TX 78702	Blackshear NDC	PO Box 19536	Austin	TX	78760-9536	
195036	2002 Peoples St Austin TX 78702	Bryan Morton	2002 Peoples St	Austin	TX	78702-2826	
374448	Various - Transit Stops	Capital Metro	2910 E. 5th St.	Austin	TX	78702-4817	
195033	2008 Peoples St Austin TX 78702	Cara Kaye McCarty	2008 Peoples St	Austin	TX	78702-2826	Returned - TCAD still shows this owner
195031	2012 Peoples St Austin TX 78702	Carissa Beene	13107 Tamayo Dr.	Austin	TX	78729-7402	
194985	1128 1/2 Northwestern Avenue Austin TX 78702	Carmen S. Gary et al.	1128 1/2 Northwestern Avenue	Austin	TX	78702-2827	Returned - TCAD still shows this owner
783209	1116 Northwestern Avenue Austin TX 78702	Castelan Homes, LLC	209 Camperdown Elm Drive	Austin	TX	78748	Returned - See Below
783210 and 783212	1116 Northwestern Avenue Unit A and Unit C Austin TX 78702	SIAX Inc.	10729 Bay Laurel Trail	Austin	TX	78750-3650	
783211	1116 Northwestern Avenue Unit B Austin TX 78702	De La Rosa Family Trust	8610 Mesa Drive	Austin	TX	78759-8121	
783213	111 Northwestern Avenue Unit D	1116 Northwestern Trust	1116 Northwestern Trust	Austin	TX	78702-2875	
194915	1135 Leona St Austin TX 78702	Cate & Molly LLC	1736 Bee Caves Rd. Suite 1 Box 202	Austin	TX	78746-5393	
769532	1124 Chicon St Austin TX 78702	Catherine & Gerard Cocco	5609 Spurlflower Dr	Austin	TX	78759-7161	
194938	1132 Chicon St Austin TX 78702	Cay Bernadette Mosby	1132 Chicon St.	Austin	TX	78702-2755	
194956	1129 Salina St Austin TX 78702	Christopher Alberts & Melanie Zycik-Alberts	1129 Salina St.	Austin	TX	78702-2729	
195948	2009 Rosewood Avenue Austin TSX 78702	City of Austin	PO Box 1088	Austin	TX	78767-1088	
197465	Rosewood Avenue Austin TX 78702	City of Austin - FSD Real Estate	PO Box 1088	Austin	TX	78767-1088	
195916	Angelina St Austin TX 78702	City of Austin - GW Carver Library	PO Box 1088	Austin	TX	78767-1088	
195080	2005 Hamilton Avenue Austin TX 78702	Claire C. Woodbridge	2005 Hamilton Avenue	Austin	TX	78702-2821	
195077	1126 Lincoln St Austin TX 78702	Collier D. King	1126 Lincoln St.	Austin	TX	78702-2856	
195094	2000 Tillotson Avenue Austin TX 78702	Corinne Skala & David Wiers	2000 Tillotson Avenue	Austin	TX	78702-2835	
194922	1114 Northwestern Avenue Austin TX 78702	Cross Park Properties LLC	3310 S. First St.	Austin	TX	78704-7038	
194881	1136 Leona St Austin TX 78702	Daniel C. Shumaker	1136 Leona St.	Austin	TX	78702-2727	
194897	1717 Rosewood Avenue Austin TX 78702	Darren Wade Fulton	1713 Rosewood Avenue	Austin	TX	78702-2728	
194954	1125 Salina St Austin TX 78702	David & Susan Smith	2400 Canterbury St.	Austin	TX	78702-5618	
194939	1130 Chicon St Austin TX 78702	David Karl Huebel & Nicole Leeanna Blair	1911 E. 11th St.	Austin	TX	78702-2802	
194889	1122 Leona St Austin TX 78702	David Yu Sum Chang	4511 Speedway Apt. A	Austin	TX	78751-3072	
932270	Poquito St Austin TX 78702	Delpro Enterprises LLC	PO Box 4710	Austin	TX	78765-4710	22207
195090	2008 Tillotson Avenue Austin TX 78702	Donald J. Abbott	25030 N. Harrison St. #312	Arlington	VA	22207	
195093	2002 Tillotson Avenue Austin TX 78702	Donald Ward	2002 Tillotson Avenue	Austin	TX	78702-2835	
194926	1813 Rosewood Avenue Austin TX 78702	Doris Attil Potts et al.	PO Box 1508	Pluggerville	TX	78691-1508	
195046	1900 Hamilton Avenue Austin TX 78702	Doris Roberta McLloyd	1900 Hamilton Ave	Austin	TX	78702-2820	
194882	1134 Leona St Austin TX 78702	Dorothy Mae Henderson	1134 Leona St	Austin	TX	78702-2727	
194988	1120 Northwestern Avenue Austin TX 78702	Dwayne Conerly	1120C Northwestern	Austin	TX	78702-2827	
195034	2006 Peoples St Austin TX 78702	Dylan Spurgin	2006 Peoples St	Austin	TX	78702-2826	
195075	1111 Chicon St Austin TX 78702	East Village Properties LLC	1727 Ben Crenshaw Way	Austin	TX	78746-6163	
197431	1157 Salina St Austin TX 78702	EC Marshall LLC	105 Talloposa St. Suite 300	Austin	TX	78704-2655	
195086	2016 Tillotson Avenue Austin TX 78702	Eljia J. Oldham	2016 Tillotson Avenue	Austin	TX	78702-2835	
195091	2006 Tillotson Avenue Austin TX 78702	Emalina K. Amash	2006 Tillotson Avenue	Austin	TX	78702-2835	
194991	1114 Northwestern Avenue Austin TX 78702	Emmanuel Baptist Church	PO Box 15505	Austin	TX	78761-5505	
194986	1120 Northwestern Avenue Austin TX 78702	Eva Lopez	1120A Northwestern	Austin	TX	78702-2827	
921993	1136 Chicon St Condominiums	Eva Mosby Hill	450 NW 34th Avenue	FL. Lauderdale	FL	33311-8325	
194888	1124 Leona St Austin TX 78702	Evan L. Alter	1124 Leona St.	Austin	TX	78702-2728	
194977	1144 Northwestern Avenue Austin TX 78702	Felipe & Maria Garcia	8078 Gallant Fox Road	Austin	TX	78737-2509	
194916	1701 Rosewood Avenue Austin TX 78702	Frances Casarez	1701 Rosewood Avenue	Austin	TX	78702-2728	
194914	1133 Leona St Austin TX 78702	Francine M. Prosser	1303 Graywood	San Antonio	TX	78258-3627	
195061	1901 Hamilton Ave Austin TX 78702	Garrett Hill	603 Davis St. #702	Austin	TX	78701-4227	
195085	1917 Hamilton Avenue Austin TX 78702	Gavin Longhurst	18407 17th Pl. NW	Lynnwood	WA	98037-4904	
195010	1139 Poquito St Austin TX 78702	Gayle Rosenbhal	311 Nixon Dr.	Austin	TX	78746-5567	
195022	2103 Rosewood Ave Austin TX 78702	Gene A. Mays	14508 Corttingham Dr.	Austin	TX	78725-4744	
195079	2003 Hamilton Avenue Austin TX 78702	Gerald & Vickie Moultry	4 South Orange Ave PMB 207	South Orange	NJ	07079-1702	
194978	1142 Northwestern Avenue Austin TX 78702	Gladys A. Walker Estate	1142 Northwestern Avenue	Austin	TX	78702-2861	
195007	1135 1/2 Poquito St Austin TX 78702	Green Eado LLC	2705 Manor Rd. #202	Austin	TX	78722-1731	Returned - TCAD still shows this owner
195063	1905 Hamilton Ave Austin TX 78702	Gregory B. Askey	6917 Bertrand Ave	Reseda	CA	91335-4709	
195040	1906 Hamilton Avenue Austin TX 78702	Gregory Bradshaw	1906 Hamilton Ave	Austin	TX	78702-2820	
197472	2001 SL Davis Ave Austin TX 78702	Gregory Halbrook	2001 SL Davis Ave	Austin	TX	78702-2218	
194955	1127 Salina St Austin TX 78702	Gustavo Adrian Rojo	12820 Veronese Dr.	Austin	TX	78739-1619	
195066	1916 Tillotson Avenue Austin TX 78702	Hans Schlosser	1916 Tillotson Avenue	Austin	TX	78702-2833	
197484	2008 Rosewood Ave B Austin TX 78702	Haro Austin Developers LLC	10622 Russett Drive	Houston	TX	77042-1123	
194901	1134 Salina St Austin TX 78702	Hildegardo & Maria Garcia	1134 Salina St	Austin	TX	78702-2730	
194913	1131 Leona St Austin TX 78702	Hugo A. Oliva	1131 Leona St.	Austin	TX	78702-2726	
195035	2004 Peoples St Austin TX 78702	Iida Hernandez	207 W. Harrison St.	Port Isabel	TX	78571-2940	
197656	2105 SL Davis Ave Austin TX 78702	Ilerda Properties LLC	PO Box 91311	Austin	TX	78709-1311	
195083	1013 Hamilton Avenue Austin TX 78702	Iris Evans Smith	2013 Hamilton Ave	Austin	TX	78702-2821	
195052	2015 Peoples St Austin TX 78702	J. Luz Rodriguez	2015 Peoples St	Austin	TX	78702-2825	
194890	1109 Lawson Lane Austin TX 78702	James M. Barnett II	1109 Lawson Lane	Austin	TX	78702-2734	
195057	2006 Hamilton Avenue Austin TX 78702	Jawad Ali	2006 Hamilton Avenue	Austin	TX	78702-2822	
195074	1911 Hamilton Avenue Austin TX 78702	Jefferson Monticello LLC	316 W. 12th St.	Austin	TX	78701-1815	Returned - TCAD still shows this owner
195067	1914 Tillotson Avenue Austin TX 78702	Jeffrey K. Hopkins et al.	1914 Tillotson Avenue	Austin	TX	78702-2833	
195089	2010 Tillotson Avenue Austin TX 78702	Jena M. Sujat	2010 Tillotson Avenue	Austin	TX	78702-2835	
195078	2001 Hamilton Avenue Austin TX 78702	Jeremy L. Sonnenburg & Dorothy Katz	33 Sunset Drive	Croton on Hudson	NY	10520-2822	
195020	2105 Rosewood Ave Austin TX 78702	Jesse L. Boskoff	2105 Rosewood Ave	Austin	TX	78702-2204	
195019	2101 Rosewood Ave Austin TX 78702	Jesse L. Boskoff & Cara E. Boskoff	2105 Rosewood Ave	Austin	TX	78702-2204	
195084	2015 Hamilton Avenue Austin TX 78702	Jessica Phillips	2015 Hamilton Ave	Austin	TX	78702-2821	Returned - TCAD still shows this owner
195044	1904 Hamilton Avenue Austin TX 78702	Jenna & Gretchen Rees	1904 Hamilton Ave	Austin	TX	78702-2820	Second owner for this property
959129	2101 SL Davis Ave #1	Ventling Wood Family Trust	2101 SL Davis Ave #1	Austin	TX	78702-2220	Returned - TCAD still shows this owner
959128	2101 SL Davis Ave #2 Austin TX 78702	John D. & Kristy Tipton	2101 SL Davis Ave #2	Austin	TX	78702-2220	
195051	2013 Peoples St Austin TX 78702	John Mergten	308 Briarwood Trail	Austin	TX	78746-5411	Returned - TCAD still shows this owner
195075	1909 Hamilton Avenue Austin TX 78702	Jose Eusebio Herrera & Cella Torres	1909 Hamilton Ave	Austin	TX	78702-2819	
195016	1145 Poquito St Austin TX 78702	Joshua Brunsmann	PO Box 6004	Austin	TX	78762-6004	
194980	1138 Northwestern Avenue Austin TX 78702	Josue E. Orillana	1138 Northwestern Avenue	Austin	TX	78702-2861	
194951	1117 1/2 Salina St Austin TX 78702	Joy Adriene Moore	1117 1/2 Salina St	Austin	TX	78702-2729	
195026	2500 Walter St Austin TX 78702	Juanita Alvarez Tello	2500 Walter St.	Austin	TX	78702-2837	
195060	2000 Hamilton Avenue Austin TX 78702	Juanita Maxfield	2000 Hamilton Ave	Austin	TX	78702-2822	
195054	2012 Hamilton Avenue Austin TX 78702	Julia N. Cuba	2010 Hamilton Avenue	Austin	TX	78702-2822	
195042	1908 Hamilton Avenue Austin TX 78702	Julie M. Conquest & Pete Trachy	1908 Hamilton Ave	Austin	TX	78702-2820	
195081	2009 Hamilton Avenue Austin TX 78702	Karla E. L. Williams	27507 Sandra Creek Ln.	Spring	TX	77386-3539	
194887	1126 Leona St Austin TX 78702	Katherine J. Purcell	1725 New Hampshire Ave. NW	Washington	DC	20009-2546	Returned - TCAD still shows this owner
194903	1130 Salina St Austin TX 78702	Kathryn M. Ellis	1130 Salina St.	Austin	TX	78702-2730	
194976	1146 Northwestern Avenue Austin TX 78702	Kenneth S. Lemond	1159 Curve St.	Austin	TX	78702-1955	
197480	2006 Rosewood Ave Austin TX 78702	Kinan Beck	2003 N. Lamar Blvd. Suite 200-A	Austin	TX	78705-4931	
194995	2408 Bryan St Austin TX 78702	Kurt Stevenson & Jeri Smallwood	2408 Bryan St.	Austin	TX	78702-2808	
195000	1127 Poquito St Austin TX 78702	Laura Acklen	1127 Poquito St.	Austin	TX	78702-2819	
195088	2012 Tillotson Avenue Austin TX 78702	Laura P. Donnelly	2012 Tillotson Avenue	Austin	TX	78702-2835	
195029	2016 Peoples St Austin TX 78702	Leopard Mouse LLC	2331 5th St.	Santa Monica	CA	90405-2403	
194883	1140 Leona St Austin TX 78702	Logan H. Canter	1140 Leona St	Austin	TX	78702-2727	
195065	1913 Hamilton Avenue Austin TX 78702	Lorenzo F. Tribue Jr.	1913 Hamilton Avenue	Austin	TX	78702-2819	
195047	2005 Peoples St Austin TX 78702	Lori D. Mizrany	2005 Peoples St	Austin	TX	78702-2825	
195032	2010 Peoples St Austin TX 78702	Louis Hicks & Mable Fuller	2900 Century Park Blvd. #909	Austin	TX	78727-1264	
194886	1128 Leona St Austin TX 78702	Lula Mae Bell	1128 Leona St	Austin	TX	78702-2727	
194974	1148 Northwestern Avenue Austin TX 78702	Lulia Radulescu	1148 Northwestern Avenue	Austin	TX	78702-2861	
195068	1912 Tillotson Avenue Austin TX 78702	Malicca Homes LLC	807 Leonard St.	Austin	TX	78705-3211	
197485	2000 Rosewood Ave Austin TX 78702	Malucacu LLC	7510 Mifflin Kennedy Terrace	Austin	TX	78749-1859	
197486	1153 Poquito St Austin TX 78702	Malucacu LLC	8504 Bismark Cove	Austin	TX	78745-8071	
195056	2008 Hamilton Avenue Austin TX 78702	Marc Alan Dickenson	2008 Hamilton Avenue	Austin	TX	78702-2822	
195071	1904 Tillotson Avenue Austin TX 78702	Marc I. Perlman	1904 Tillotson Avenue	Austin	TX	78702-2833	
195006	1135 Poquito St Austin TX 78702	Mary Ann Thomas	9803 Parkfield Dr.	Austin	TX	78758-5628	
195070	1906 Tillotson Avenue Austin TX 78702	Massoon Al-Hasso	1906 Tillotson Avenue	Austin	TX	78702-2833	
194921	1119 Leona St Austin TX 78702	Melissa R. Whaley	1119 Leona St.	Austin	TX	78702-2726	
194891	1111 Lawson Lane Austin TX 78702	Michael & Alexandra Bitline	1111 Lawson Lane	Austin	TX	78702-2734	
194918	1144 Salina St Austin TX 78702	Michael Deere & Anna Katsios	1144 Salina St.	Austin	TX	78702-2730	

49406	1124 Salina St. Austin TX 78702	Michael Gordon	1124 Salina St.	Austin	TX	78702-2730	Returned - TCAD still shows this owner
195024	2502 Walter St Austin TX 78702	Minuna Pinchas & Daniel Rosenfeld	2502 Walter St.	Austin	TX	78702-2837	
891185	Rosewood Avenue Austin TX 78702	Mount Calvary Missionary Baptist	2111 SL Davis Avenue	Austin	TX	78702-2220	Returned - TCAD still shows this owner
194945	1120 Chicon St Austin TX 78702	Mount Olive Baptist Church	1800 E. 11th St.	Austin	TX	78702-2718	
194947	1800 E. 11th St. Austin TX 78702	Mount Olive Baptist Church	1800 E. 11th St.	Austin	TX	78702-2718	Returned - TCAD still shows this owner
194905	1136 Salina St. Austin TX 78702	Mustafa Shabli	1136 Salina St.	Austin	TX	78702-2730	
809020	1211 Salina St. Condominiums Common Area Austin TX 78702	MX3 Homes LLC	101 Aleo Avenue	Coral Gables	FL	33134-7226	78664 Returned - see below
845553	2205 SL Davis Ave Austin TX 78702	MX3 Homes LLC	17404 Zoala Ln	Round Rock	TX		
928025	2205 SL Davis Ave #1 Austin TX 78702	Julie & Donald Ruisinger	1306 Bob Harrison St.	Austin	TX	78702-1136	Returned - no current TCAD listing
928026	2205 SL Davis Ave #2 Austin TX 78702	Patricia Helgert	2205 SL Davis #2	Austin	TX	78702-2222	
845199	2007 SL Davis Ave Austin TX 78702	MX3 Management LLC	PO Box 15211	Austin	TX	78761-5211	Returned - no current TCAD listing
195061	1209 Poquillo St Austin TX 78702	Nageshwar R. Miriyala	4955 USAA Blvd. Unit 9	San Antonio	TX	78249-1785	
195076	1915 Hamilton Avenue Austin TX 78702	Naomi White	1915 Hamilton Avenue	Austin	TX	78702-2819	Returned - no current TCAD listing
195002	1131 Poquillo St Austin TX 78702	Nathan Lipson	1131 Poquillo St.	Austin	TX	78702-2839	
194997	2494 Bryan St Austin TX 78702	Noah Mosfogian	3016 E. 13th St.	Austin	TX	78702-2552	Returned - no current TCAD listing
194996	2406 Bryan St Austin TX 78702	Norma Avalos	2406 Bryan St.	Austin	TX	78702-2808	
194907	1122 Salina St. Austin TX 78702	Pedro & Mariela Torres	1122 Salina St.	Austin	TX	78702-2730	Returned - no current TCAD listing
194922	1137 Leona St. Austin TX 78702	Phillip Huff	1137 Leona St.	Austin	TX	78702-2726	
197470	1155 Chicon St. Austin TX 78702	Poquillo Chicon LP	1108 Lavaca St. Suite 110-348	Austin	TX	78701-2172	Returned - no current TCAD listing
890941	Poquillo St Austin TX 78702	Poquillo Rex LLC	84018 Research Blvd.	Austin	TX	78758-8307	
195062	1903 Hamilton Ave Austin TX 78702	Rachel & Jared Bowden	1903 Hamilton Ave	Austin	TX	78702-2819	Returned - no current TCAD listing
194899	1138 Salina St Austin TX 78702	Rachel & Roy Hinojosa	1138 Salina St.	Austin	TX	78702-2730	
194908	1120 Salina St. Austin TX 78702	Rebecca B. Bressler	2412 W. Wellgate Dr.	Oxford	MS	38655-5977	Returned - no current TCAD listing
936618	Salina St. Austin TX 78702	Recreate Austin LLC	5501A Balcones #316	Austin	TX	78731-4907	
194975	1146 1/2 Northwestern Avenue Austin TX 78702	Remington Woo	1146 1/2 Northwestern Avenue	Austin	TX	78702-2861	Returned - no current TCAD listing
197655	2103 SL Davis Ave Austin TX 78702	Renaissance Family Properties LP	1701 Jonquil Court	Austin	TX	78755-3676	
194981	1134 Northwestern Avenue Austin TX 78702	Reynaldo Espinosa	1134 Northwestern Avenue	Austin	TX	78702-2861	Returned - no current TCAD listing
195049	2009 Peoples St Austin TX 78702	Reynaldo Acuna & Nola Torres	2009 Peoples St	Austin	TX	78702-2825	
195082	2011 Hamilton Avenue Austin TX 78702	Richard A. Overton	11001 Colonel Winn Loop	Austin	TX	78748-2527	Returned - no current TCAD listing
893637	1902 Hamilton Avenue Austin TX 78702	RK-VC Co LLC	2004 Singing Brook	Austin	TX	78723-2447	
194904	1128 Salina St. Austin TX 78702	Robert & Anne Brisch	4806 San Simeon Dr.	Austin	TX	78749-3750	Returned - no current TCAD listing
197476	2011 SL Davis Ave Austin TX 78702	Robert W. Raloff Jr.	2 Smith Street	Charleston	SC	29401-1706	
194998	2492 Bryan St Austin TX 78702	Rocky K. & Sunee R. Conly	2402 Bryan St.	Austin	TX	78702-2808	Returned - no current TCAD listing
195037	2000 Peoples St Austin TX 78702	Ronald J. & Maricela J. Kramer	2000 Peoples St	Austin	TX	78702-2826	
194920	1118 Salina St. Austin TX 78702	Rosa Mary Jones & James N. Jones	1118 Salina St.	Austin	TX	78702-2730	Returned - no current TCAD listing
197430	1820 Rosewood Ave Austin TX 78702	Rosewood Avenue Baptist Church	1820 Rosewood Avenue	Austin	TX	78702-2711	
194924	1805 Rosewood Avenue Austin TX 78702	Rosewood Missionary Baptist Church	1812 Adina St.	Austin	TX	78721-1510	Returned - no current TCAD listing
195022	1132 Salina St Austin TX 78702	Ryan & Majd Miller	1132 Salina St.	Austin	TX	78702-2730	
906609	Rosewood Avenue Austin TX 78702	S&L Land Design Consultants LLC	8095 S. Lamar Blvd. Suite D109	Austin	TX	78704-4785	Returned - no current TCAD listing
195012	1414 Poquillo St Austin TX 78702	Samuel Holdings LLC	PO Box 633	Keego Harbor	MI	48320-0633	
194909	1121 Leona St. Austin TX 78702	Sandra B. Johnson & Kelsey N. Johnson	PO Box 6538	Austin	TX	78762-6538	Returned - no current TCAD listing
197475	2009 SL Davis Ave Austin TX 78702	Sara & Ronald J. Diamond	2009 SL Davis Ave	Austin	TX	78702-2218	
197478	2010 Rosewood Ave Austin TX 78702	Sean Bukowski	2010 Rosewood Avenue	Austin	TX	78702-2203	78702
197459	1901 SL Davis Drive Austin TX 78702	Shannon Ross et al.	1901 SL Davis Ave.	Austin	TX		
195023	2504 Walter St Austin TX 78702	Shawn C. Ellison	2504 Walter St.	Austin	TX	78702-2837	Returned - TCAD still shows this owner
195005	1131 1/2 Poquillo St Austin TX 78702	Shujat Ali	7523 Guthrie Ridge Ln.	Katy	TX	77494-3327	
197471	1155 Poquillo St Austin TX 78702	Silvano T. Ramirez	9201 Tall Sky Trace	Austin	TX	78724-6242	Returned - TCAD still shows this owner
195048	2007 Peoples St Austin TX 78702	Sonia Lynn Freeborn & Michael Gilligan	2007 Peoples St	Austin	TX	78702-2825	
567014	1132 Lincoln Street Austin TX 78702	Stephanie Skaggs	1132 Lincoln St	Austin	TX	78702-2859	Returned - TCAD still shows this owner
195030	2014 Peoples St Austin TX 78702	Steve B. Valdez	3702 Munson St.	Austin	TX	78721-2417	
197464	1918 Rosewood Avenue Austin TX 78702	Sunshine Market Inc.	1704 Ender Cove	Austin	TX	78727-4568	Returned - TCAD still shows this owner
828814	Prospect Avenue Austin TX 78702	Thomas Herold	1039 Gato del Sol Avenue	Austin	TX	78737-1612	
194895	1119 Lawson Lane Austin TX 78702	Thomas A. Fairbault-Menard	1119 Lawson Lane	Austin	TX	78702-2734	Returned - TCAD still shows this owner
194893	1115 Lawson Lane Austin TX 78702	Thomas C. Scales & Carol V. Blac	1115 Lawson Lane	Austin	TX	78702-2734	
194910	1125 Leona St. Austin TX 78702	Thomas Hayes & Lisa Lee Hayes	1125 Leona St.	Austin	TX	78702-2726	Returned - TCAD still shows this owner
195092	2004 Tilottson Avenue Austin TX 78702	Tiburcio and Natalia Garcia	2004 Tilottson Avenue	Austin	TX	78702-2835	
916086	1905 SL Davis Ave 78702	TMET Holdings LLC	110 San Antonio St. #209	Austin	TX	78701-4662	Returned - TCAD still shows this owner
194958		Travis County ??					
194894	1117 Lawson Lane Austin TX 78702	TTCA4 Developments LLC	5323 Levander Loop #212	Austin	TX	78702-5146	Returned - TCAD still shows this owner
197987	1120 Northwestern Avenue & Austin TX 78702	Two Goats LLC	1304 Willow St.	Austin	TX	78702-4343	
194911	1127 Leona St Austin TX 78702	Tyler Pietz	1127 Leona St.	Austin	TX	78702-2726	Returned - TCAD still shows this owner
194927	1819 Rosewood Avenue, Austin TX 78702	Upside Ventures LLC	3536 Bee Caves Road	Westlake Hills	TX	78746-6654	
838215	1131 1/2 Poquillo St Austin TX 78702	VB Group LLC	700 Fairchild Dr.	Austin	TX	78748-2421	Returned - TCAD still shows this owner
194944	1122 Chicon St Austin TX 78702	Victor Mendez Almaguer	3209 Kay Street	Austin	TX	78702-3135	
941959	Villa Verde Condominiums Common Area Austin TX 78702	Villa Verde LLC	1727 Ben Cromshaw Way	Austin	TX	78746-6163	Returned - TCAD still shows this owner
194960	1135 Salina St Austin TX 78702	Vito Verde Residential LLC	700 Rio Grande St.	Austin	TX	78701-2720	
194979	1140 Northwestern Avenue Austin TX 78702	Walker Investments LLC	9900 McNeil Dr. #3310	Austin	TX	78750-8465	Returned - TCAD still shows this owner
891400	SL Davis Ave Austin TX 78702	Walton Homes LLC	2505 Mitchell Lane	Austin	TX	78748-1329	
194983	1132 Northwestern Avenue Austin TX 78702	Wenkal Chen	1132 Northwestern Avenue Unit A	Austin	TX	78702	Returned - TCAD still shows this owner
194984	1130 Northwestern Avenue Austin TX 78702	Wenkal Chen & Benjamin Berry	1130 Northwestern Avenue Unit A	Austin	TX	78702-2820	
567015	1914 Hamilton Avenue Austin TX 78702	Whitney Oagner	1914 Hamilton Ave	Austin	TX	78702-2802	Returned - TCAD still shows this owner
195038	1812 Peoples St Austin TX 78702	Whitworth Ventures LLC	1801 Silverhill Lane	Austin	TX	78759-7418	
194940	2004 Rosewood Ave Austin TX 78702	William W. Thoburn	2104 Stafford St.	Austin	TX	78702-2009	Returned - TCAD still shows this owner
194941	1126 1/2 Chicon St Austin TX 78702	Xichen Zhang & Lu Zhijun	706 Los Ninos Way	Los Altos	CA	94022-1507	
197429	1170 Chicon St. Austin TX 78702	Zebra Chalk 2015 LP	920 S. Main St. Suite 200	Grapevine	TX	76051-7517	

Name	Org		City	State	Zip
Jay J. Perrett	Blackshear-Prospect Hill Neighborhood Association	1113 Angelina St.	Austin	TX	78702
Christopher Page	Homewood Heights Neighborhood Association	2809 Crest St.	Austin	TX	78702
Maegan Ellis	Kealing Neighborhood Association	1502 Pennsylvania Avenue	Austin	TX	78702
Nathan Jones	Organization of Central East Austin Neighborhoods	905 Prospect Avenue	Austin	TX	78702
Jasmin Wynd	Residents of East 12th St.	2912 E. 12th St.	Austin	TX	78702
Janice Friesen	Robertson Hill Neighborhood Association	1011 Olive St.	Austin	TX	78702
Gilbert Rivera	Rosewood Glen Oaks Neighborhood Association	1000 Glen Oaks Court	Austin	TX	78702

December 15, 2023

1133 Poquito LLC
PO Box 18298
Austin, TX 78760-8298

Dear Neighbor,

Austin Habitat for Humanity, in partnership with the Housing Authority of the City of Austin (HACA), plans to develop homes for affordable purchase near you.

This project is for the construction of 12 townhome/duplex homes (a total of six buildings) including a common access driveway. The homes will be built for ownership and are located on Poquito Street, and near the corner of Yale Street. The addresses for these homes are: 1138A Poquito Street, 1138B Poquito Street, 1140A Poquito Street, 1140B Poquito Street, 1142A Poquito Street, 1142B Poquito Street, 1144A Poquito Street, 1144B Poquito Street, 1146A Poquito Street, and 1146B Poquito Street.

The 12 Habitat homes are part of the redevelopment of the Rosewood Courts site, commenced by HACA in 2021. You may have received outreach materials from HACA about other phases of the redevelopment as well.

All 12 homes will be initially offered to current HACA tenants, and then to other qualified families who earn up to 80% of the local median income and qualify for a Habitat home.

To support construction of these 12 affordable homes, Austin Habitat for Humanity is requesting funding from the City of Austin, Housing and Planning Department/Austin Housing Finance Corporation. Part of this application process is notifying the owners of all properties within 500 feet of the planned affordable housing development.

If you have any questions about Austin Habitat for Humanity or the homes we will be building in your neighborhood, please call us at 512-472-8788.

Sincerely,



Michele Anderson
Chief Executive Officer

Board Members

Yvette Flores, *Chair* | Mason Ayer | Bob Barnes | A.J. Bingham | Joe Bland | Kevin Cunningham | Lauren Dupuis | Tami Garcia | John Garrett | Melinda Garvey | Larry Graham | Dr. Rev. Daryl Horton | Phil Hutchinson | Dana Leaman | Robert Lee | Ryan Mattox | Nikelle Meade | Abby Mellott | Terry Mitchell | John Neff | Jessica Nelson | Mia Parton | Kazique Prince | Cynthea Rhodes-Patterson | Ross Sabolcik | Neha Sampat | Charmaine Sellers | Shelli Taylor | Alex Shin Valdes | Laura Touns | Robert Ochoa, *ex-officio member*

500 W Ben White Blvd, Austin, TX 78704
512-472-8788 | austinhabitat.org

**We build homes,
communities and hope.**

December 15, 2023

Mr. Jay J. Perrett
Blackshear-Prospect Hill Neighborhood Association
1113 Angelina St.
Austin, TX 78702

Dear Neighbor,

Austin Habitat for Humanity, in partnership with the Housing Authority of the City of Austin (HACA), plans to develop homes for affordable purchase near you.

This project is for the construction of 12 townhome/duplex homes (a total of six buildings) including a common access driveway. The homes will be built for ownership and are located on Poquito Street, and near the corner of Yale Street. The addresses for these homes are: 1138A Poquito Street, 1138B Poquito Street, 1140A Poquito Street, 1140B Poquito Street, 1142A Poquito Street, 1142B Poquito Street, 1144A Poquito Street, 1144B Poquito Street, 1146A Poquito Street, and 1146B Poquito Street.

The 12 Habitat homes are part of the redevelopment of the Rosewood Courts site, commenced by HACA in 2021. You may have received outreach materials from HACA about other phases of the redevelopment as well.

All 12 homes will be initially offered to current HACA tenants, and then to other qualified families who earn up to 80% of the local median income and qualify for a Habitat home.

To support construction of these 12 affordable homes, Austin Habitat for Humanity is requesting funding from the City of Austin, Housing and Planning Department/Austin Housing Finance Corporation. Part of this application process is notifying the owners of all properties within 500 feet of the planned affordable housing development, and nearby neighborhood groups.

If you have any questions about Austin Habitat for Humanity or the homes we will be building in your neighborhood, please reach out to Greg Anderson, Director of Community Affairs at 512-472-8788 or ganderson@ahfh.org.

Sincerely,



Michele Anderson
Chief Executive Officer

Board Members

Yvette Flores, *Chair* | Mason Ayer | Bob Barnes | A.J. Bingham | Joe Bland | Kevin Cunningham | Lauren Dupuis | Tami Garcia | John Garrett | Melinda Garvey | Larry Graham | Dr. Rev. Daryl Horton | Phil Hutchinson | Dana Leaman | Robert Lee | Ryan Mattox | Nikelle Meade | Abby Mellott | Terry Mitchell | John Neff | Jessica Nelson | Mia Parton | Kazique Prince | Cynthea Rhodes-Patterson | Ross Sabolcik | Neha Sampat | Charmaine Sellers | Shelli Taylor | Alex Shin Valdes | Laura Toups | Robert Ochoa, *ex-officio member*

500 W Ben White Blvd, Austin, TX 78704
512-472-8788 | austinhabitat.org

**We build homes,
communities and hope.**



Application for OHDA Funding – 2024

Tab 4c – S.M.A.R.T. Housing



City of Austin

P.O. Box 1088, Austin, TX 78767
www.austintexas.gov/department/housing-and-planning

Housing Department S.M.A.R.T. Housing Program

January 31, 2024

S.M.A.R.T. Housing Certification

Housing Authority of the City of Austin

1136 A & B, 1138 A & B, 1140 A & B, 1142 A & B, 1144 A & B, 1146 A & B Poquito Street
(ID 946-6050)

TO WHOM IT MAY CONCERN:

The Housing Authority of the City of Austin (Andy Alarcón, (512) 472-8788 ext. 247, aalarcon@ahfh.org) is planning to develop Prospect Heights, a 12-unit multifamily ownership development at 1136 A & B, 1138 A & B, 1140 A & B, 1142 A & B, 1144 A & B, 1146 A & B Poquito Street, Austin, Texas 78702.

S.M.A.R.T. Housing – Ownership - 1136 A & B, 1138 A & B, 1140 A & B, 1142 A & B, 1144 A & B, 1146 A & B Poquito Street, Austin, Texas 78702	
Total units: 12 units	
<u>Minimum Required:</u> 40% (5 unit) at or below 80% MFI - Requirements for 100% fee waiver	<u>Proposed unit mix:</u> 100% (12 units) at or below 80% MFI
Affordability Period (S.M.A.R.T. units): 1 Year (S.M.A.R.T. Minimum requirement only)	
Fee waiver level: 100%	
AWU Capital Recovery Fees: 12/12 units eligible	

Note: This certification letter only reflects the minimum requirements for the relevant program (S.M.A.R.T. Housing). Should the owner choose to participate in other affordability programs, the development may be subject to additional affordability restrictions and/or a longer affordability period.

Because the applicant has proposed a unit mix that meets the minimum program thresholds, the development will be eligible for a waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance except for Austin Water Utility Capital Recovery Fees (see below). The fee waiver level is listed above. The project will be subject to its minimum affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

Based on the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing, only a certain number of units may be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The table above lists the number of units which are eligible to receive CRF fee waivers.

The Housing Department certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. The expected fee waivers may include the following fees:

AWU Capital Recovery
Fees

Building Permit
Site Plan Review
Construction Inspection
Demolition Permit Fee

Concrete Permit
Electrical Permit
Mechanical Permit
Subdivision Plan Review
Parkland Dedication Fee
(by separate ordinance)
Regular Zoning Fee

Plumbing Permit

Zoning Verification
Land Status Determination
Building Plan Review

Prior to issuance of building permits and starting construction, the developer must:

- ◆ Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or greenbuilding@austinenergy.com).
- ◆ Submit plans demonstrating compliance with the required accessibility or visitability standards.

Before a Certificate of Occupancy will be granted, the development must:

- ◆ Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
- ◆ Pass a final inspection to certify that the required accessibility or visitability standards have been met.
- ◆ An administrative hold will be placed on the building permit, until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

The applicant must demonstrate compliance with S.M.A.R.T. Housing standards after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.2916 or by email at deadra.johnson@austintexas.gov if you need additional information.

Sincerely,

DeAdra Johnson

DeAdra Johnson, Project Coordinator
Housing Department

Cc: Kristin Martinez, AE

Jonathan Orenstein, AWU

Mashell Smith, ORS



Application for OHDA Funding – 2024

Tab 4d – MOU with ECHO

Please note that because Austin Habitat for Humanity does not proposed to provide any continuum of care or other homeless services, we have not obtained an MOU with ECHO.



Application for OHDA Funding – 2024

Tab 4e – Resident Services

AUSTIN HABITAT FOR HUMANITY

APPLICATION FOR OWNERSHIP HOUSING DEVELOPMENT ASSISTANCE (OHDA) - 2024

RESIDENT SERVICES

Habitat for Humanity provides supportive services to all potential homebuyers in the Affordable Homeownership Program and the general public through our Housing Counseling Program. All buyers for the Prospect Heights duplexes will take part in this program to ensure they are ready to purchase and successfully maintain a home.

Austin Habitat offers group workshops and one-on-one financial counseling through an in-house program. We have been certified as a Comprehensive Housing Counseling agency by the U.S. Department of Housing and Urban Development (HUD) since 2010 and we employ two HUD-trained, Spanish bilingual counselors. We were recently recertified by HUD through 2025.

Austin Habitat's Housing Counseling Program is designed to assist participants in obtaining and maintaining stable housing, including through Habitat's homebuying program. In addition, the program supports low-to-moderate income community members who are not planning to purchase a Habitat home; they may have a goal of homeownership but also may be working towards another goal like improved credit and savings. All services are provided with no cost or with a nominal cost for credit reports, to Habitat clients and the public, in English and Spanish.

Approximately 800 households receive these supportive services annually, and we expect these numbers to continue to increase as we add home builds and partnerships.

For families who do wish to buy a home from Austin Habitat, they are required to attend both workshops and counseling sessions, which are counted toward their sweat equity requirement. Each family who joins our program receives a personalized assessment of their financial situation with specific steps outlined to meet their goal of successful purchase of a Habitat home and ongoing homeownership success.

Austin Habitat's benefit to Habitat homeowners does not end when the family purchases their home. We hold the mortgages for more than 260 of our homeowners and are able to assist if they face unexpected difficulties and fall behind on their mortgages, providing forbearance as needed. (We have now changed to a third-party lending model, working exclusively with lenders that offer discounted interest rates to our purchasers. This allows us to immediately apply the purchase price of each home to ongoing building projects.)

The total cost of providing the Housing Counseling Program to all participants is approximately \$258,000 annually. Austin Habitat continues to build the funding base for Housing Counseling services, receiving its first Housing Counseling grant from HUD in 2018. We have continued to receive funding from HUD, and the program is also supported by the Texas Department of Housing and Community Development, the City of San Marcos, Bank of America, the Texas Association of Realtors Housing Opportunity Foundation, and State Farm. We continue to diversify our support through foundation, government and corporate sources. In addition, the program is supported by unrestricted organizational funds from our ReStores, allowing us to cover operational costs for Housing Counseling and our other community programs.



Application for OHDA Funding – 2024

Tab 5 – Property Information



Application for OHDA Funding – 2024

Tab 5a – Appraisal

General Info

ACCOUNT

Property ID: 973589
 Geographic ID: 0206100103
 Type: R
 Agent:
 Legal Description: 0.9208C OF OLT 62 DIV B JONES M L (VACATED ROW CORNELL ST)

Property Use:

OWNER

Name: HOUSING AUTHORITY OF COA
 Secondary Name:
 Mailing Address: 1124 S IH 35 AUSTIN TX 78704-2614
 Owner ID: 175517
 % Ownership: 100.00 %
 Exemptions: EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)

State Code:

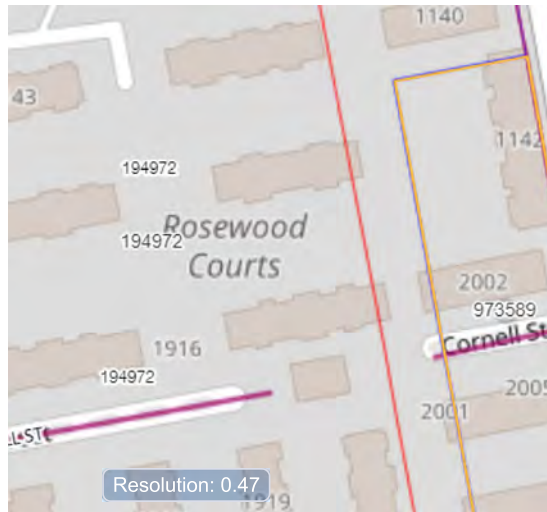
F1

LOCATION

Address: CORNELL ST, 78702
 Market Area:
 Market Area CD: _EEXMP
 Map ID: 020211

PROTEST INFORMATION

Protest Status:
 Informal Date:
 Formal Hearing
 Date & Time:



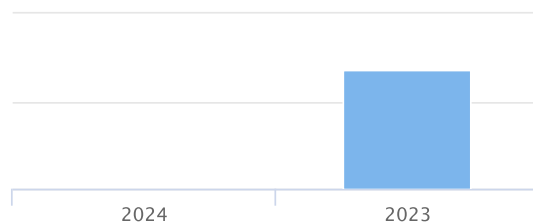
Values

[Map Disclaimer](#)

CURRENT VALUES

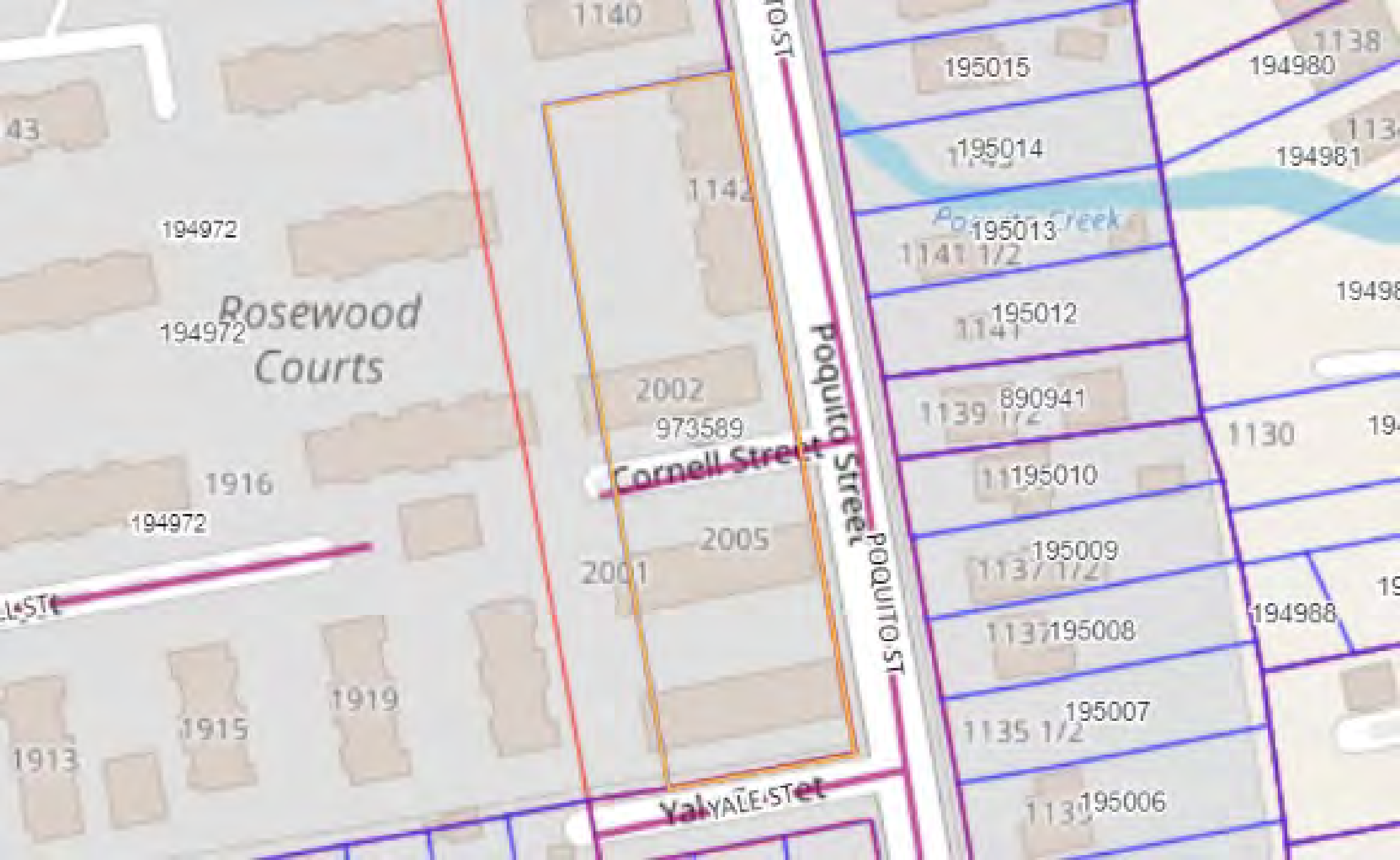
Land Homesite	0
Land Non-Homesite	3,409,350
Special Use Land Market	0
Total Land	3,409,350
Improvement Homesite	0
Improvement Non-Homesite	0
Total Improvement	0
Market	3,409,350
Special Use Exclusion (-)	0
Appraised	3,409,350
Value Limitation Adjustment (-)	0
Net Appraised	3,409,350

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion (-)	Appraised	Value Limitation Adj (-)	Net Appraised
2024	0	0	0	0	0	0
2023	3,409,350	0	0	3,409,350	0	3,409,350

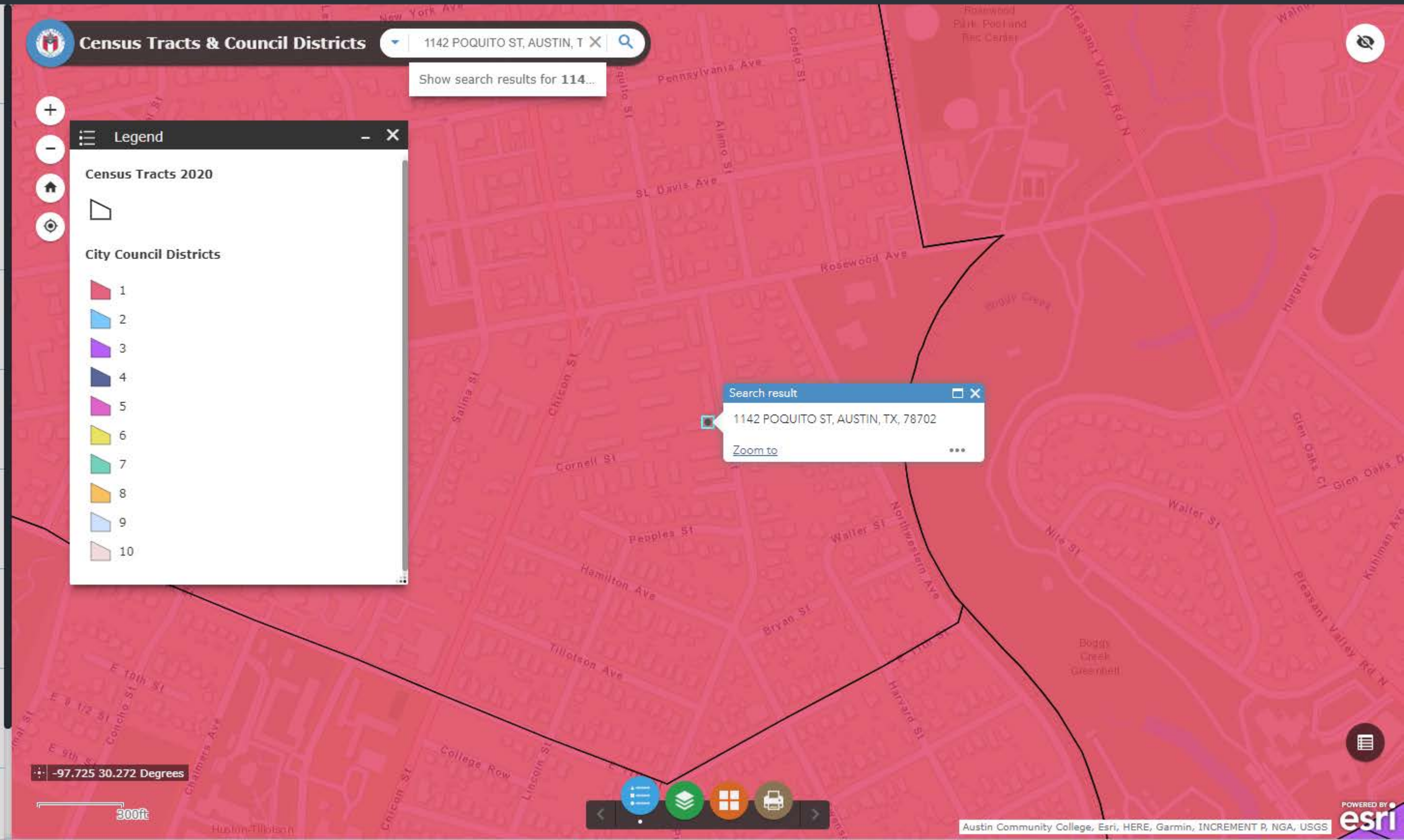




Application for OHDA Funding – 2024

Tab 5b – Property Maps

- 1 Instructions
- 2 Council Districts and Census Tracts
- This map allows you to determine your project's City Council District and Census Tract.
- 3 Opportunity Values
- 4 Gentrification Values
- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit
- 7 Healthy Food
- 8 Elementary Schools



1 Instructions

2 Council Districts and Census Tracts

3 Opportunity Values

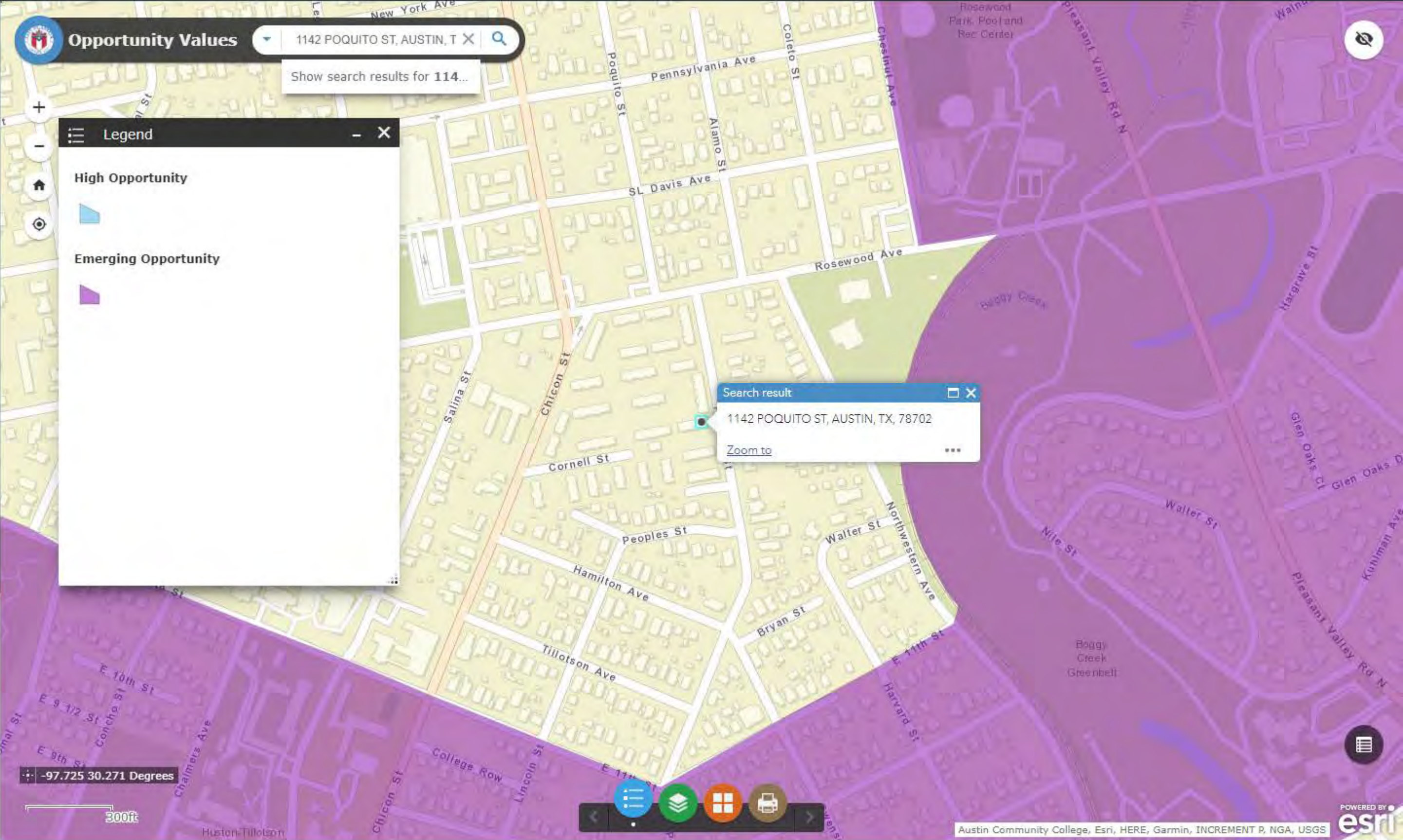
Use this map to determine if your project is located in a census tract with current or emerging opportunity indicators. If the census tract in which your project is located is not shown on the map, it did not score as a high opportunity or emerging opportunity tract. This field will auto-populate on the RHDA/OHDA application when you fill in your census tract.

High and emerging opportunity are determined for each census tract in Austin using the [Enterprise Community Partners Opportunity 360 database](#). Census tracts that rank above average for at least six out of nine Opportunity 360 indices are categorized as "Current High Opportunity Areas." Tracts that rank above average for at least two out of four Opportunity 360 Pathway indices are categorized as "Emerging Opportunity Areas."

4 Gentrification Values

5 Imagine Austin Centers, Corridors & Mobility Bond Corridors

6 Transit



- 1 Instructions
- 2 Council Districts and Census Tracts
- 3 Opportunity Values

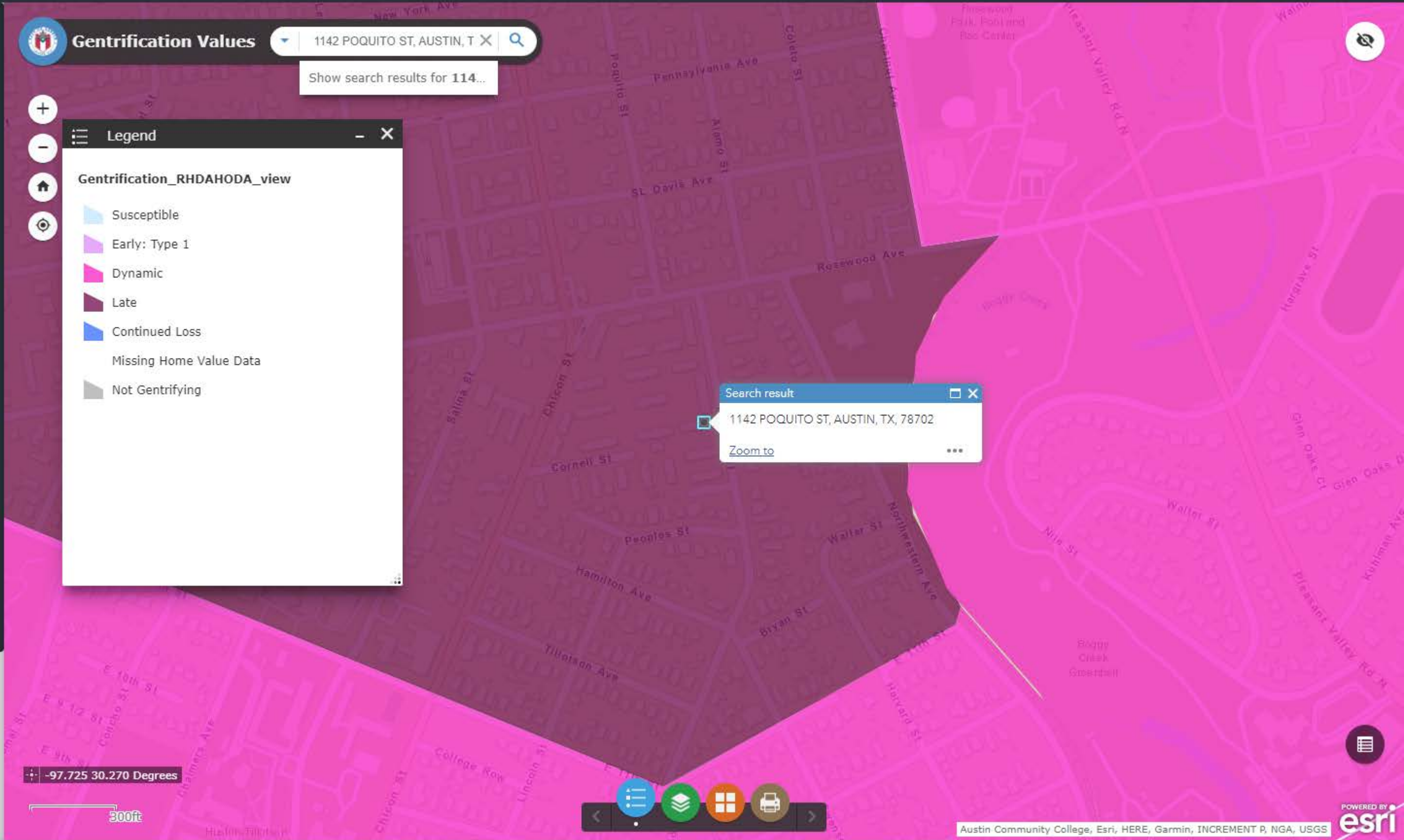
4 Gentrification Values

Use this map to determine if your project is located within a census tract that is gentrifying or is vulnerable to gentrification. This field will auto-populate on the RHDA/OHDA application when you fill in your census tract.

This data comes from Uprooted (<http://sites.utexas.edu/gentrificationproject/>), a detailed study on gentrification in Austin conducted by the University of Texas at Austin.

- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit

7 Healthy Food



1 Instructions

2 Council Districts and Census Tracts

3 Opportunity Values

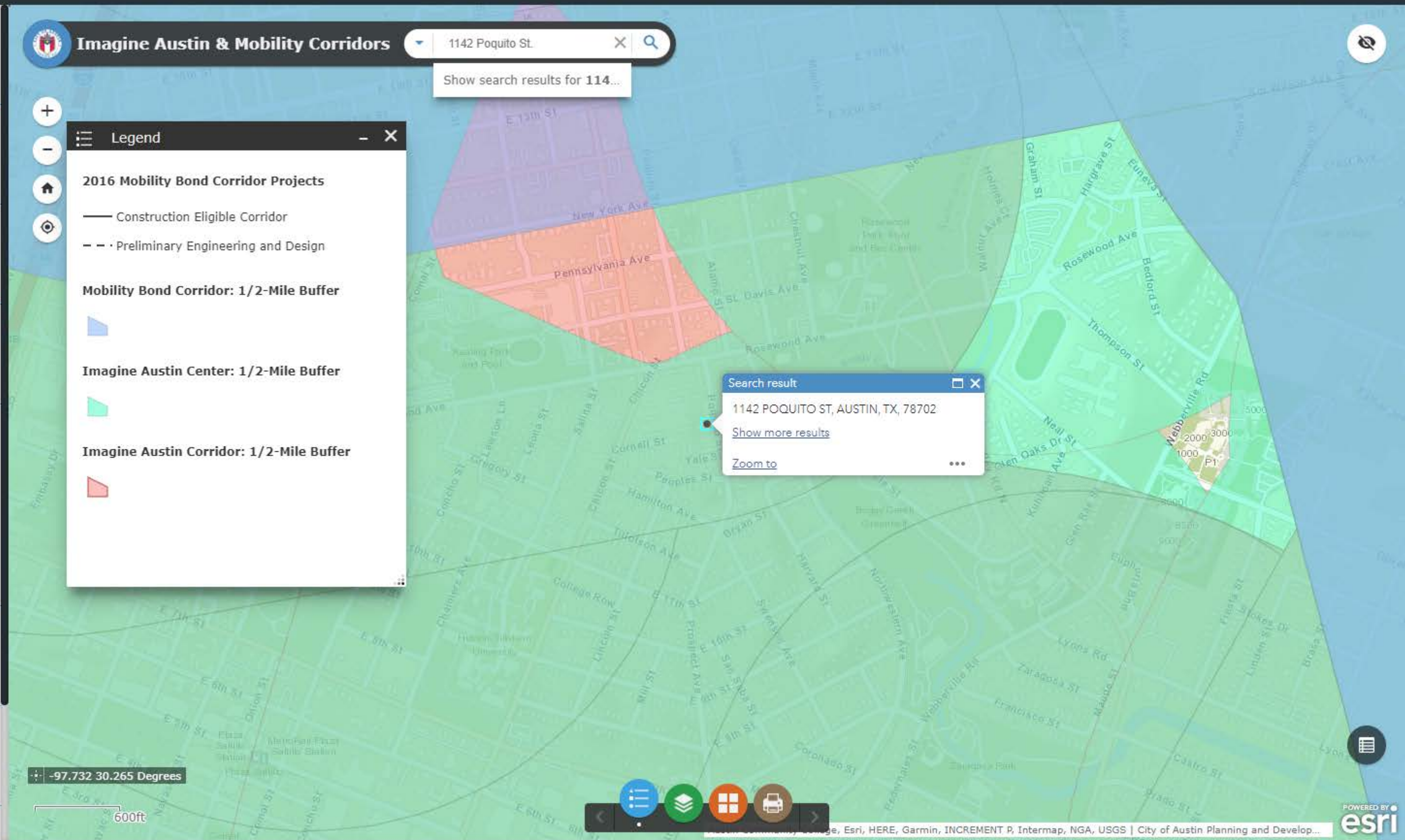
4 Gentrification Values

5 Imagine Austin Centers, Corridors & Mobility Bond Corridors

Use this map to determine if your project lies within a half-mile of an [Imagine Austin](#) Activity Center or Corridor, or within a half-mile of a Mobility Bond Corridor marked for transportation investments through the City's [2016 Mobility Bond](#).

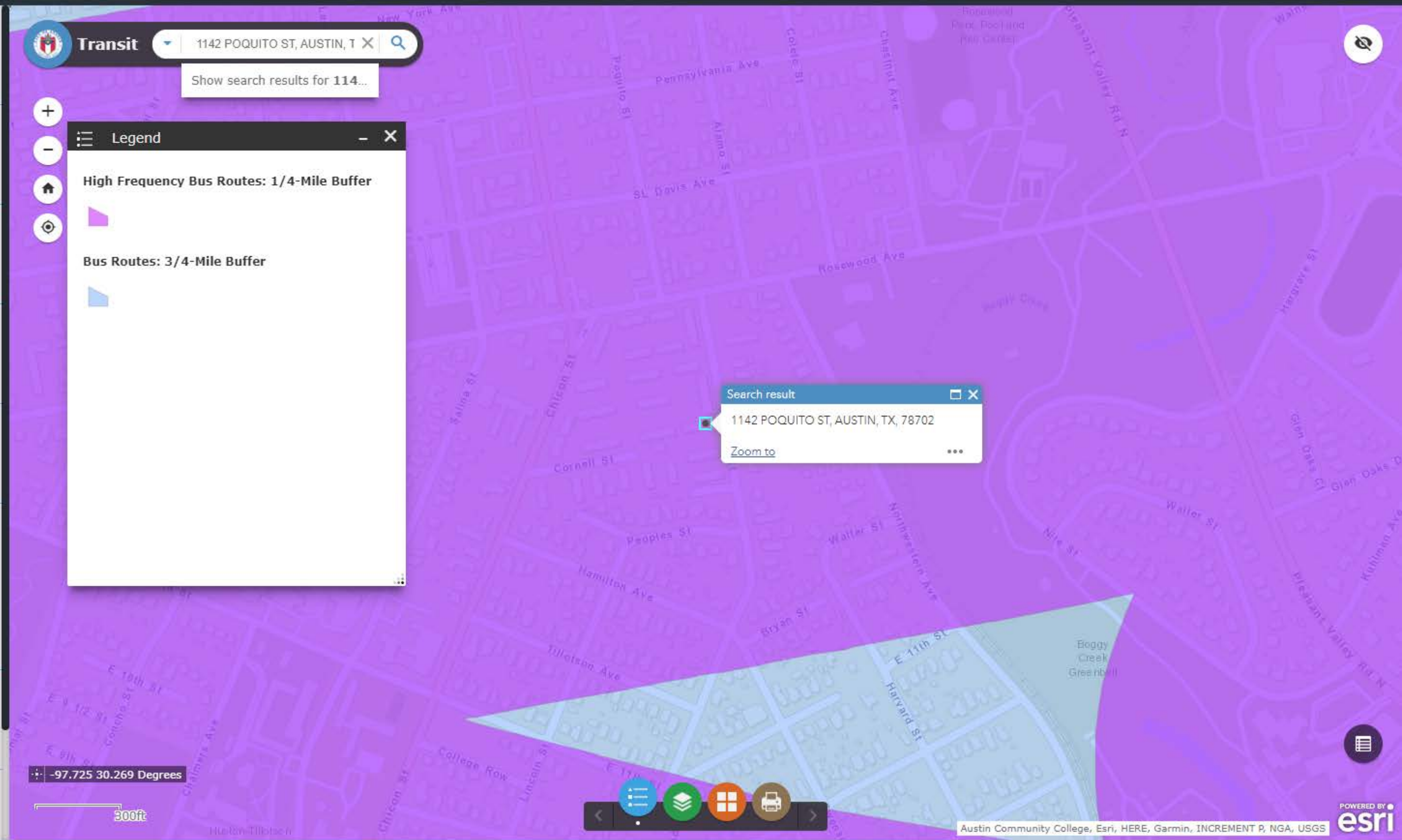
6 Transit

7 Healthy Food



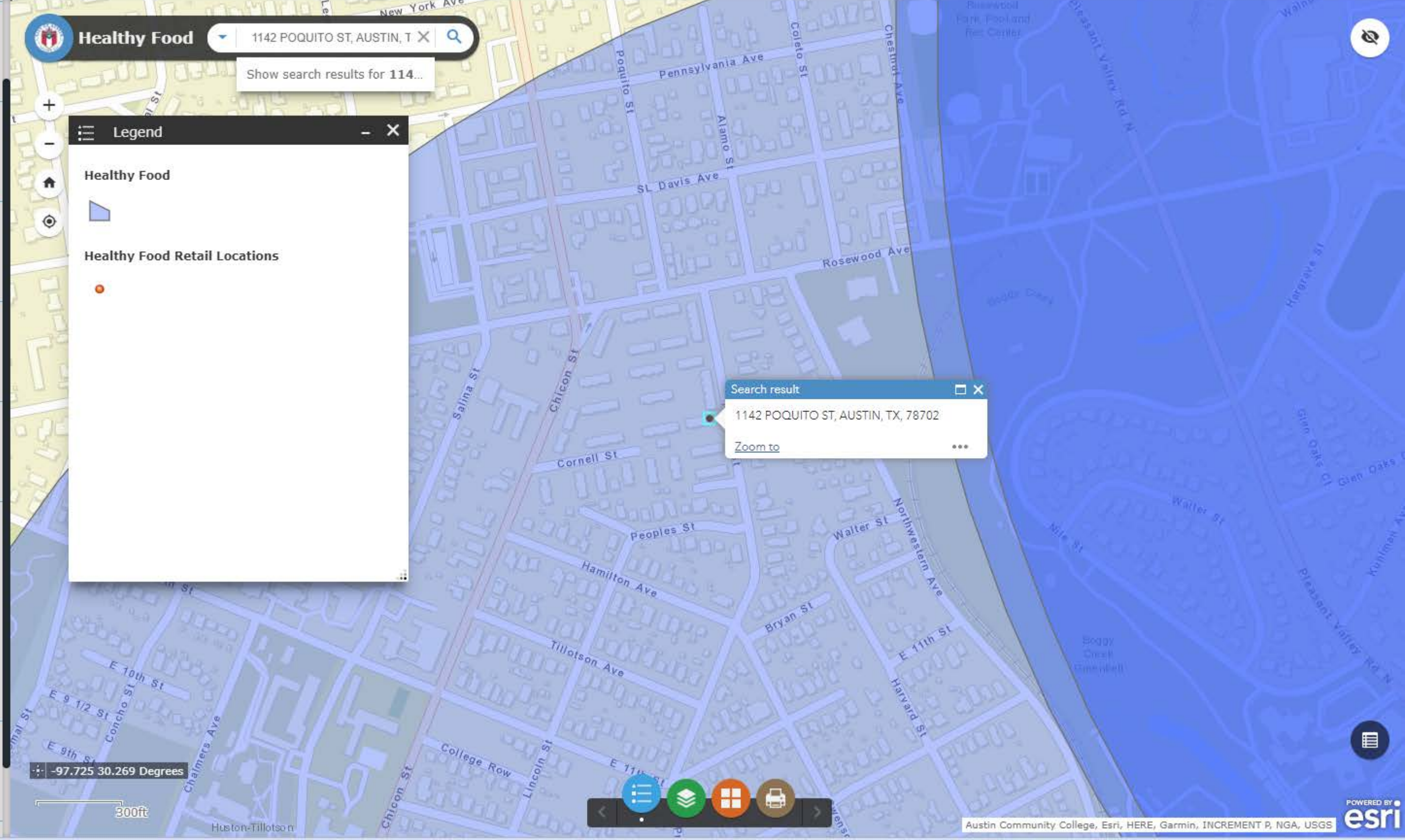
- 1 Instructions
- 2 Council Districts and Census Tracts
- 3 Opportunity Values
- 4 Gentrification Values
- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit
- 7 Healthy Food
- 8 Elementary Schools

Use this map to determine if your project is located within 1/4-mile of a high frequency transit route or within 3/4-mile of other transit routes.

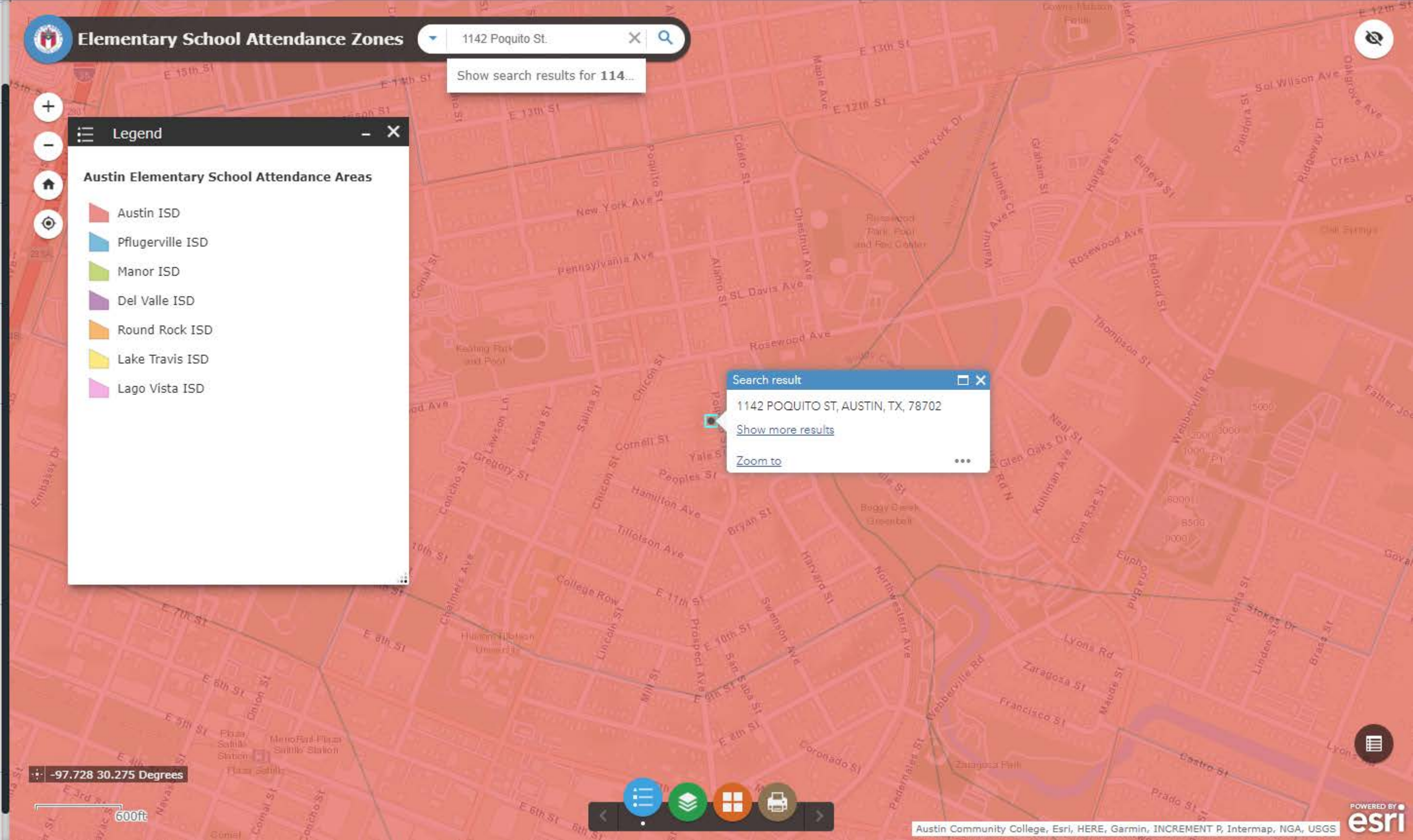


- 2 Council Districts and Census Tracts
- 3 Opportunity Values
- 4 Gentrification Values
- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit
- 7 Healthy Food
- 8 Elementary Schools

Use this map to determine if your project is located within a mile of a healthy food retailer (data from the City of Austin's Office of Sustainability Food Environment Analysis). If your property is located within the blue buffer shown on the map, it is considered to have healthy food access.



- 2 Council Districts and Census Tracts
- 3 Opportunity Values
- 4 Gentrification Values
- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit
- 7 Healthy Food
- 8 Elementary Schools
- This map shows attendance zones for elementary schools in Austin, by independent school district (ISD).
- 9 Floodplains





City of Austin

**WATERSHED
PROTECTION****FLOODPLAIN INFORMATION
REQUEST FORM**

Tax Parcel ID: 0206100103		Date Processed: 11/13/2023	
Property Address: 1142 POQUITO ST			
FEMA Flood Insurance Information:		City of Austin Regulatory Information:	
Flood Zone*: X		25-Year Flood Elevation**: 494.60	
Community Number: 480624		100-Year Flood Elevation**: 496.90	
Panel Number: null		All elevations are in feet above mean sea level; Datum for all elevations is NAVD88.	
Effective Date: 12/31/1969			
FEMA 100-Year Elevation*: 494.60			
FEMA 500-Year Elevation*: 496.90			

*Additional Questions? Please contact the Floodplain Office***Phone Hotline:** 512-974-2843**Fax:** 512-974-3584**E-mail:** floodpro@austintexas.gov**Mailing Address:** Attention: Floodplain Office, Watershed Protection Department-12th Floor,
PO BOX 1088 Austin, TX 78767-1088

- * The flood zone determination is based solely on a graphical interpretation of the FEMA Flood Insurance Rate Map (FIRM). Parcels with flood zones **A, AE, AO, or AH** are located or partially located within the FEMA Special Flood Hazard Area designated 1% annual chance flood hazard (100-year floodplain). Parcels with flood zone **0.2% annual chance flood hazard** (500-year floodplain) are located or partially located within the shaded zone X portion of the FIRM. Parcels with flood zone **X Protected by Levee** are located within in an area protected by a levee from the 1% annual chance flood hazard. Parcels with flood zone **X** are located outside the 0.2% annual chance flood hazard. The 1% annual chance flood hazard is the base flood and is used to determine the base flood elevation (BFE) for flood insurance purposes. BFEs must be determined using the flood profiles contained in the effective Flood Insurance Study (FIS). The FEMA 1% annual chance floodplains *may differ* from the City of Austin regulatory floodplains.
- ** The City of Austin uses the fully developed 25-year and 100-year floodplains to regulate development within the full purpose and extra territorial jurisdiction (ETJ) as established in the Land Development Code. The City of Austin regulatory floodplains *may differ* from the FEMA 1% annual chance floodplains.

The City provides the information on this form using the best available engineering and topographic data. Floodplain elevations to be used for development applications must be determined by a Texas Registered Professional Engineer. The official determination of a parcel's floodplain status may necessitate a comparison of the floodplain elevations to an on-the-ground topographic survey by a registered design professional.

DISCLAIMER: The City of Austin provides this information on request as a courtesy to our citizens. Any use of this information is at the sole discretion of the user. The City of Austin makes no warranty, expressed or implied, for the accuracy, completeness, or applicability of the information provided in this form.

THIS FORM IS NOT A PERMIT FOR DEVELOPMENT. For information about development permitting, call the City of Austin Development Assistance Center at 512-974-6370. THIS FORM IS NOT A SUBSTITUTE FOR FEMA FORM 81-93, STANDARD FLOOD HAZARD DETERMINATION. Private flood hazard determination companies may provide Form 81-93. For more information on the National Flood Insurance Program and how to find a flood insurance agent, please visit <http://www.floodsmart.gov/floodsmart/>

General Information

Address: 1142 POQUITO ST

Tax ID: 0206100103

Appraisal District: Travis

FEMA Floodplain

Flood Zone: X

Community Number: 480624

Panel Number:

Effective Date: None

100-Year Flood Elevation: 494.60

500-Year Flood Elevation: 496.90

City of Austin Floodplain

COA Flood Zone: X

25-Year Flood Elevation: 494.60

100-Year Flood Elevation: 496.90

[Print Floodplain Report](#)

Try Again

Cancel

REVISIONS:		
NO	REFERENCE	ISSUED

PRELIMINARY
NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW. IT
IS INCOMPLETE AND MAY NOT BE
USED FOR REGULATORY APPROVAL,
PERMIT, OR CONSTRUCTION.

DONNA CARTER
TEXAS REGISTRATION NUMBER #8207

CARTER • DESIGN
ASSOCIATES
817 WEST ELEVENTH STREET
AUSTIN, TEXAS 78701
(P) 512.476.1812 (F) 512.476.1819
ARCHITECTURE • PRESERVATION • PLANNING

HACA HOMEOWNERSHIP

PROSPECT HEIGHTS

HOUSING ON POQUITO
AUSTIN, TEXAS

ARCHITECTURAL
SITE PLAN

AS100





PATHWAYS AT ROSEWOOD COURTS

141 CHICCON STREET, 78702

ADDRESSING PLAN



SCAD



C9.00

ACB INC. 6034945-001

58-2021-0375C.5H

THREE-DIMENSIONAL	NO OF AT
-------------------	----------





Application for OHDA Funding – 2024

Tab 5c – Zoning Letter



CITY OF AUSTIN - ZONING VERIFICATION LETTER

For questions concerning zoning compliance or any development criteria contact the Development Assistance Center of the City of Austin at (512) 974-6370.

This letter is to verify that the parcel listed is covered by the listed zoning classification on the date the letter was created.

Party Requesting Verification

Name: Andy Alarcon
Mailing Address:
500 W Ben White Blvd
Austin, TX 78704

Tax Parcel Identification Number

Agency: TCAD
Parcel ID: 973589

Zoning Classification(s)

Find definitions at <https://www.austintexas.gov/page/zoning-resources-site-regulations>

MF-4-NP

Zoning Case Number(s)

Look up case info at https://www.austintexas.gov/devreview/a_queryfolder_permits.jsp

C14-01-0148

Zoning Ordinance Number(s)

Look up ordinances at <http://austintexas.gov/edims/search.cfm>

011213-42

For Address Verification visit:

<http://austintexas.gov/addressverification>

To access zoning ordinance documentation visit:

<http://austintexas.gov/edims/search.cfm>

To access zoning overlay documentation (Land Development Code Chapter 25-2 Division 6) visit:

<http://austintexas.gov/departament/austin-city-code-land-development-code>

This letter was produced by the City of Austin Housing & Planning Department.

I, Stacy Meeks, of the Housing & Planning Department for the City of Austin, do hereby certify that the above information reflects the data and records on file in this office.

A handwritten signature in black ink, appearing to read "Stacy Meeks".

3/22/2024

973589



Application for OHDA Funding – 2024

Tab 5d – Proof of Site Control

Please note that the Master Development Agreement, attached above at Tab 3e, also serves as proof of site control for Austin Habitat for Humanity for this portion of the development.



Application for OHDA Funding – 2024

Tab 5e – Phase I ESA

Please note that Austin Habitat for Humanity has removed the Phase I ESA from the website copy of this proposal due to file size.