



# The Roz

3435 Parker Lane, Austin TX 78741



**Rental Housing Development Assistance Application**

Submitted to the City of Austin

February 3, 2023

5501-A Balcones Dr. #302  
Austin, TX 78731



## Contact Information

Development name: **The Roz**  
Development location: 3435 Parker Lane, Austin TX 78741

Developers: **SGI Ventures**  
5501-A Balcones Dr. #302  
Austin, Texas 78731

**Austin Housing Finance Corporation**  
1000 E 11<sup>th</sup> Street, Austin, TX 78702

Consultants: **O-SDA Industries**  
5501-A Balcones Dr. #302  
Austin, Texas 78731

**Saigebrook Development**  
220 Adams Dr., Ste 280, PMB # 138  
Weatherford, TX 76086

**New Hope Housing**  
3315 Harrisburg Boulevard, Suite 400  
Houston, Texas 77003

Primary Contacts: **Sally Gaskin**  
[Sally@SGIVentures.net](mailto:Sally@SGIVentures.net)  
713-882-3233

**Abby Tatkow**  
atatkow@saigebrook.com  
978-376-1922



# Rental Housing Development Assistance Application

## The Roz



### Executive Summary & Project Proposal

5501-A Balcones Dr. #302  
Austin, TX 78704



## Project Proposal

The Roz is a proposed supportive housing community to be located at 3435 Parker Lane. This ± 1.676 - acre multifamily development will consist of 100 units, of which 100% will be targeted for supportive housing. Austin Housing Finance Corporation (AHFC), the nonprofit affiliate of the City of Austin, is the general partner and co-developer in this project. SGI Ventures is a co-developer on this project, and Endeavors is a Special Limited Partner and 501c3 Nonprofit. Endeavors, a Texas-based service-provider of over 50 years, will also provide robust on-site services. Saigebrook Development and O-SDA Industries will serve as development consultants, and New Hope Housing will serve as a supportive housing coordinator and management consultant.

**The Roz is requesting \$5.5 million in RDHA funding which will go toward land acquisition and pre-development costs, with any remaining funds going towards construction. The Roz has received a commitment from the City of Austin for 60 housing choice vouchers and has submitted an application to the Housing Authority of the City of Austin for vouchers to assist the remaining units that would support the long-term tenure of the development's low-income residents. The \$5.5 million RDHA loan in conjunction with the housing choice vouchers will eliminate all hard debt, substantially reduce the deferred developer fee and position The Roz for long term success.**

It is well documented in the PSH development and investor community that any and all operating income is required to support the high level of services required to successfully serve this vulnerable population. The model of no debt and 100% vouchers is strongly supported by New Hope Housing's portfolio and ownership and management of 900+ PSH units in Houston. Additionally, potential investors in this community including NEF will require zero or nominal debt and 100% vouchers as a requirement of investment in the property.

The proposed development will consist of 100 single-room occupancy units, primarily serving individuals with incomes at or below 30% of area median income (AMI), as well as individuals with incomes between 30% and 60% of AMI. The site would be located on an adjoining parcel to City View at the Park, a longstanding tax credit housing development, recently purchased by AHFC. The site is currently zoned GR-MU-CO and allows multifamily development of the proposed density with Affordability Unlocked.

We feel this project is particularly important for the City of Austin, as it will provide a substantial number of much-needed supportive housing units. The site's close proximity to a high-frequency transit stop and to the many South Austin amenities, including the St. David's South Medical Center and thousands of job opportunities makes this a perfect location for supportive housing. Residents will also be walking distance to the Mabel Davis District Park, the Ventura Drive Trail, various restaurants, and a Walmart Supercenter. New Hope Housing's model of single-room occupancy units coupled with strong and layered onsite support services means that The Roz will be able to offer 100 individuals sustainable housing, who might otherwise be unhoused. This project furthers the City's goals of solving the problem of homelessness and creating 3,000 PSH housing units.



This site also scores particularly well under the 2023 QAP for the 9% LIHTC program, due to its commitment to dedicate 100% of the development to supportive housing. Additionally, it will score maximum points under the Affordable Housing Needs Index (AHNI), a measure indicating increased need for affordable housing based on income trends within the census tract. The tract is thus considered underserved according to the 2023 Texas QAP. These factors, coupled with its location close to so many jobs, and a revitalization plan in the form of the East Riverside/Oltorf Combined Neighborhood Plan, leads this site to be one of the top scoring sites in the 2023 housing tax credit cycle.

This site meets several of the City of Austin’s 2023 preference criteria:

- Development is 100% Permanent Supportive Housing.
- 100% of the units in the development are dedicated to Continuum of Care.
- The site is within one half mile of the St. Edwards Imagine Austin Activity Center.
- Site is within one half mile (Within 500 ft) of a high-frequency transit stop.
- Site has Healthy Food Access.



Fitness center and community kitchen at **Stillhouse Flats**, Harker Heights, TX

### Unit and Development Amenities

Unit amenities will include high efficiency appliances and lighting, hard surface countertops in kitchen and bathrooms, and resilient hard surface flooring. All units will be fully furnished and include all utilities paid.

Community amenities will include an on-site leasing center, fitness/wellness room, computer center, telehealth/clinic room, community warming kitchen, outdoor courtyard, offices and meeting rooms for supportive services coordinators and health professionals. The site will include a 24-hour monitored entrance desk with a single point of entry and exit.

### Accessibility

To the best of our knowledge and ability, all of the development team’s developments comply with the Equal Opportunity Housing regulations as well as Fair Housing, ADA and UFAS standards. This development will be designed to meet or exceed the accessibility requirements of the Federal Fair Housing



Act as implemented by HUD. All common spaces will be designed to allow for accessibility to persons with limited mobility. Additionally, a minimum of 10% of all units, and 100% of the community amenity space will be designed and constructed to allow for accessibility to persons with limited mobility. An additional 2% of the units will be also designed for hearing and visual disabilities. All units will be fully adaptable and elevator served.

ADA features for the units will include but are not limited to:

- All passage doors to be 36" wide
- Knee space in both bathrooms (if applicable) for wheelchair access
- Under counter knee space in kitchen for wheelchair access
- 34" height countertop in bathroom and kitchen work area
- All individual rooms are made fully accessible by providing adequate turn radius
- Fully accessible bathtub/shower combination
- Strobe light alarms and doorbells for HV units
- Temperature controlled water valves
- Accessible light switches and outlets

An accessible route will connect the accessible parking spaces to the accessible and adaptable units or elevator, as well as the common areas of the development. As a further measure to ensure compliance, the development team retains an Accessibility and Compliance Consultant to provide plan review and inspection services for compliance with the Texas Accessibility Standards (TAS), the Uniform Federal Accessibility Standards (UFAS), Fair Housing Act (FHA), and the International Building Code (IBC) Chapter 11.



Unit interiors at **Canova Palms**, Irving, TX



## Green Building

Even before the current emphasis on green methods and their employment in affordable housing, the development team promoted energy and natural resource conservation in all their communities. These efforts have had a significant positive impact in the cost of operations, and the out-of-pocket costs to our residents. The development team will commit to meeting Austin Energy Green Building standards.



**Kaia Pointe, Georgetown, TX**

5501-A Balcones Dr. #302  
Austin, TX 78731



### Local public art

Our team recognizes the importance of art education, reflecting our priority to grow and invest in Austin's creative economy. In each one of our communities, we commission a local artist to create an original sculpture, mosaic, or other form of artwork. Our continued commitment to local public art aims to create a sense of place and community at each property. Often local children are provided the opportunity to participate in the artist's creation, thereby creating a sense of pride and achievement within their neighborhood.



At **The Abali** in Austin, we worked with seven local women artists to create unique murals in our parking bays. These colorful murals welcome residents home as they enter the building, and reflect each of our artists' unique take on the prompt of 'an Austin for everyone'. Artists (clockwise from top right): Phoebe Joynt, Alannah Tiller, Catie Lewis.





# Rental Housing Development Assistance Application

## The Roz



### Project Summary Form

5501-A Balcones Dr. #302  
Austin, TX 78704

**Project Summary Form**

1) Project Name The Roz		2) Project Type 100% Affordable		3) New Construction or Rehabilitation New Construction	
4) Address(s) or Location Description 3435 Parker Ln, Austin, TX 78741				5) Mobility Bond Corridor	
6) Census Tract 22.07	7) Council District District 3	8) Elementary School LINDER EL		9) Affordability Period 40 years	
10) Type of Structure Multi-family		11) Occupied? No		12) How will funds be used? Acquisition, Pre-Dev, 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	20					20
Up to 40% MFI						0
Up to 50% MFI	60					60
Up to 60% MFI	20					20
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
<b>Total Units</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>

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						0
Up to 120% MFI						0
No Restrictions						0
<b>Total Units</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	10	Continuum of Care Units	100
Accessible Units for Sensory Impairments	4		

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

<u>Sources</u>		<u>Uses</u>	
Debt		Acquisition	1,050,000
Equity	15,578,442	Off-Site	385,000
Grant		Site Work	2,977,500
Other		Sit Amenities	465,000
Deferred Developer Fee (not applicable for OHDA)	74,522	Building Costs	7,567,073
<b>Previous AHFC Funding</b>		Contractor Fees	1,467,733
<b>Current AHFC Request</b>	<b>5,500,000</b>	Soft Costs	3,642,059
		Financing	1,433,704
		Developer Fees	2,164,895
<b>Total \$</b>	<b>21,152,964</b>	<b>Total \$</b>	<b>21,152,964</b>



# Rental Housing Development Assistance Application

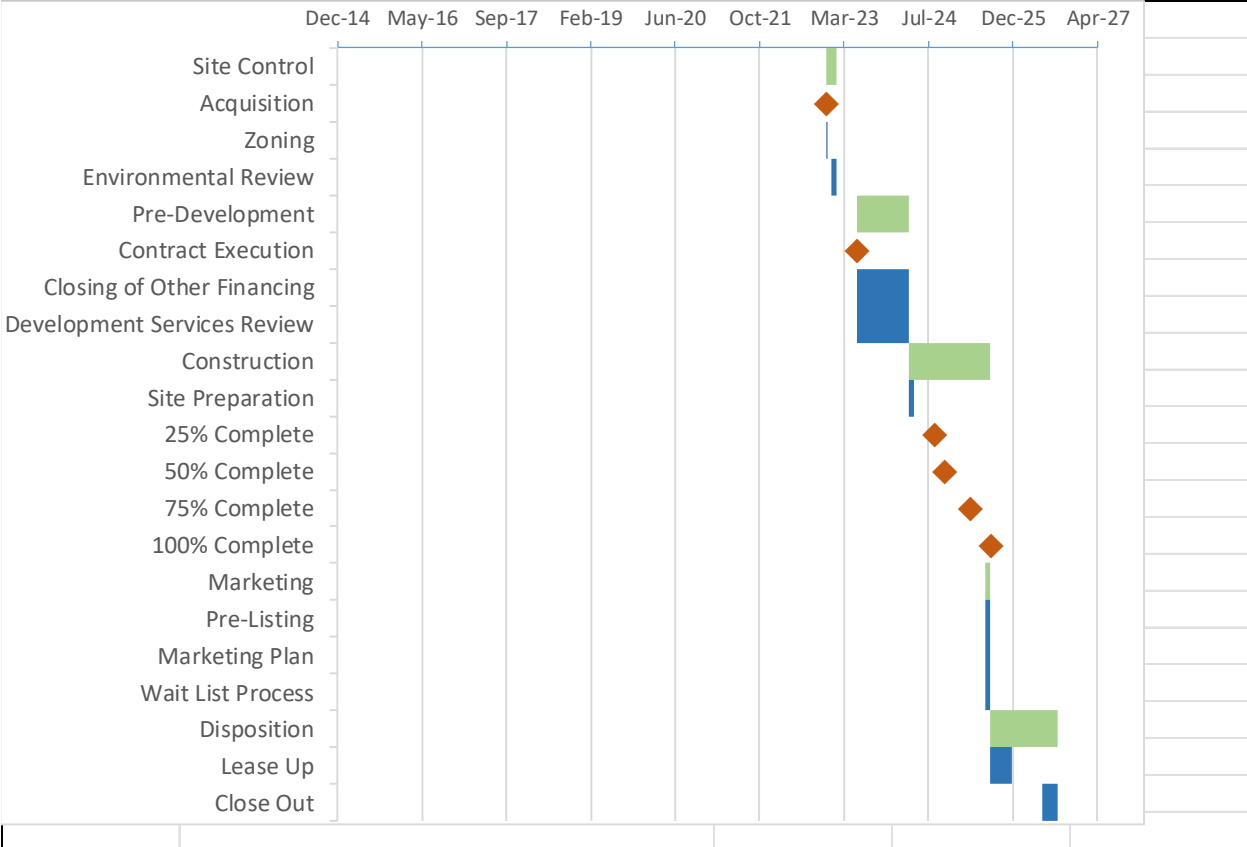
## The Roz



## Project Timeline

5501-A Balcones Dr. #302  
Austin, TX 78704

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





# Rental Housing Development Assistance Application

## The Roz



### Development Budget

5501-A Balcones Dr. #302  
Austin, TX 78704

## Development Budget

	Total Project Cost	Requested AHFC Funds	Description
<b>Pre-Development</b>			
Appraisal	20,500	20500	Appraisal and market analysis
Environmental Review	42,900	42,900	Environmental assessment and soil report
Engineering	291,140	291140	Permit fees
Survey	22,100	22100	
Architectural	500,000	500,000	
<b>Subtotal Pre-Development Cost</b>	\$876,640	\$876,640	
<b>Acquisition</b>			
Site and/or Land	1,000,000	1,000,000	
Structures			
Other (specify)	50,000		Demo
<b>Subtotal Acquisition Cost</b>	\$1,050,000	\$1,000,000	
<b>Construction</b>			
Infrastructure			
Site Work	2,127,500		
Demolition			
Concrete	625,000		
Masonry	495,200		
Rough Carpentry	1,240,032		
Finish Carpentry			
Waterproofing and Insulation	188,319		
Roofing and Sheet Metal	450,000		
Plumbing/Hot Water	325,000		
HVAC/Mechanical	642,000		
Electrical	650,000		
Doors/Windows/Glass	312,314		
Lath and Plaster/Drywall and Acoustical			
Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades	1,198,414		
Specialties/Special Equipment	280,000		
Cabinetry/Appliances	600,000		
Carpet			
Other (specify)	2,016,112		Site amenities, elevators, contractor fees
Construction Contingency	685,857		
<b>Subtotal Construction Cost</b>	\$11,835,748	\$0	
<b>Soft &amp; Carrying Costs</b>			
Legal	654,000	500,000	
Audit/Accounting	85,000	65,000	
Title/Recordin	225,000	200,000	
Architectural (Inspections)	150,000		
Construction Interest	780,000		
Construction Period Insurance	85,000	85,000	
Construction Period Taxes	25,000		
Relocation			
Marketing	8,000		
Davis-Bacon Monitoring			
Developer Fee	2,164,895		
Other (specify)	3,213,681	2,773,360	Engineering fees env engineering, reserves, tax credit con
<b>Subtotal Soft &amp; Carrying Costs</b>	\$7,390,576	\$3,623,360	
<b>TOTAL PROJECT BUDGET</b>	\$21,152,964	\$5,500,000	



# Rental Housing Development Assistance Application

## The Roz



### Operating Pro Forma

5501-A Balcones Dr. #302  
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## 15 Year Rental Housing Operating Pro Forma (RHDA)

*The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.*

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$1,359,360	\$1,386,547	\$1,414,278	\$1,442,564	\$1,471,415	\$1,624,561	\$1,793,647
Secondary Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POTENTIAL GROSS ANNUAL INCOME	\$1,359,360	\$1,386,547	\$1,414,278	\$1,442,564	\$1,471,415	\$1,624,561	\$1,793,647
Provision for Vacancy & Collection Loss	-\$101,952	-\$103,991	-\$106,071	-\$108,192	-\$110,356	-\$121,842	-\$134,523
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$1,257,408	\$1,282,556	\$1,308,207	\$1,334,371	\$1,361,059	\$1,502,719	\$1,659,123
EXPENSES							
General & Administrative Expenses	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$78,286	\$90,755
Management Fee	\$62,870	\$64,128	\$65,410	\$66,719	\$68,053	\$75,136	\$82,956
Payroll, Payroll Tax & Employee Benefits	\$394,077	\$405,899	\$418,076	\$430,618	\$443,537	\$514,181	\$596,076
Repairs & Maintenance	\$86,980	\$89,589	\$92,277	\$95,045	\$97,897	\$113,489	\$131,565
Electric & Gas Utilities	\$60,340	\$62,150	\$64,015	\$65,935	\$67,913	\$78,730	\$91,270
Water, Sewer & Trash Utilities	\$77,500	\$79,825	\$82,220	\$84,686	\$87,227	\$101,120	\$117,226
Annual Property Insurance Premiums	\$85,000	\$87,550	\$90,177	\$92,882	\$95,668	\$110,906	\$128,570
Property Tax	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$13,048	\$15,126
Reserve for Replacements	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$39,143	\$45,378
Other Expenses	\$44,000	\$45,320	\$46,680	\$48,080	\$49,522	\$57,410	\$66,554
TOTAL ANNUAL EXPENSES	\$910,767	\$937,461	\$964,944	\$993,238	\$1,022,368	\$1,181,449	\$1,365,476
NET OPERATING INCOME	\$346,641	\$345,095	\$343,263	\$341,133	\$338,691	\$321,270	\$293,647
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$199,865	\$199,865	\$199,865	\$199,865	\$199,865	\$199,865	\$199,865
Second Deed of Trust Annual Loan Payment							
Third Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>ANNUAL NET CASH FLOW</b>	\$146,776	\$145,230	\$143,398	\$141,268	\$138,826	\$121,405	\$93,782
<b>CUMULATIVE NET CASH FLOW</b>	\$146,776	\$292,006	\$435,404	\$576,673	\$715,498	\$1,366,076	\$1,904,045
<b>Debt Coverage Ratio</b>	1.73	1.73	1.72	1.71	1.69	1.61	1.47





# Rental Housing Development Assistance Application

## The Roz



### Scoring Sheet

5501-A Balcones Dr. #302  
Austin, TX 78704

Project Name	The Roz	
Project Type	100% Affordable	
Council District	District 3	
Census Tract	22.07	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$5,500,000	
Estimated Total Project Cost	\$21,152,964	
High Opportunity	No	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	0	
<b>SCORING ELEMENTS</b>		Description
<b>UNITS</b>		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	20	# of rental units at < 30% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% 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
<b>SCORE</b>	<b>3</b>	<b>% of annual goal * units * 50%, max of 75</b>
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	60	# of rental units at < 50% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% 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
<b>SCORE</b>	<b>4</b>	<b>% of annual goal * units * 25%, max of 75</b>
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% 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
<b>SCORE</b>	<b>0</b>	<b>% of annual goal * units * 50%, max of 75</b>
< 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% 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
<b>SCORE</b>	<b>0</b>	<b>% of annual goal * units * 25%, max of 75</b>
<b>Unit Score</b>	<b>7</b>	<b>MAXIMUM SCORE = 300</b>
<b>INITIATIVES AND PRIORITIES</b>		
Continuum of Care	100	Total # of units provided up to 100 per year
Continuum of Care Score	20	(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	6	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	0	Total Affordable 2 Bedroom units
3 Bedroom Units	0	Total Affordable 3 Bedroom units
4 Bedroom Units	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	0	Multi-bedroom Unit/Total Units * 20
TEA Grade	79	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	0	Educational Attainment, Environment, Community Institutions, Social Cohesion, E
Accessible Units	14	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	4	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	1	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	30	MAXIMUM SCORE = 200
<b>UNDERWRITING</b>		
AHFC Leverage	33%	% 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)	\$68,750	Amount of assistance per unit
Subsidy per unit score	16	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$68,750	Amount of assistance per bedroom
Subsidy per Bedroom Score	16	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	1.69	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
<b>APPLICANT</b>		
FINAL QUANTITATIVE SCORE	82	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		



# Rental Housing Development Assistance Application

## The Roz



### 1a. Detailed Listing of Developer's Experience & Capacity

Type text here



SALLY  
GASKIN  
President

sally@sgiventures.net  
206 E. Live Oak Street, #D  
Austin, Texas 78704  
(713) 882-3233



Sally Gaskin is the President of SGI Ventures, Inc., a developer, and tax credit and private activity bond consultant. SGI Ventures, Inc. has been active in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and former Board President of the Texas Affiliation of Affordable Housing Providers (TAAHP). Combined, Ms. Gaskin has developed and co-developed over 960 affordable family and senior units and is currently in the process of developing Cady Lofts in partnership with Austin Affordable Housing Corporation. Cady Lofts is a 100-unit Permanent Supportive Housing development serving formerly homeless residents in Austin.

Before entering the affordable housing industry in 1996, Ms. Gaskin was the Director of Governmental Services for Summit National Realty, a SAMDA contractor for the Resolution Trust Corporation (RTC). Ms. Gaskin directed the firm's contract responsibilities for restructuring and liquidating assets. From 2008 to 2018, Ms. Gaskin was a Manager and Senior Asset Manager with the FDIC in the Risk Share Management Group, with oversight responsibilities for loss share contracts between the FDIC and banks that purchased failed banks during the 2008 financial crisis.

# Cady Lofts

## Permanent Supportive Housing Community

1004 E 39th St. Austin, TX 78751

Cady Lofts is a permanent supportive housing community in development in the Hyde Park neighborhood of Austin, Texas. The development team, a partnership between SGI Ventures and the Austin Affordable Housing Corporation (AAHC), a nonprofit HACA subsidiary, has committed the ±0.74-acre tract for 100 SRO units, 100% of which will be reserved for individuals exiting homelessness. The team is also utilizing consulting services provided through New Hope Housing, O-SDA Industries, and Saigebrook Development to bring forward a community that will best serve the needs of its residents. Cady Lofts is utilizing the City's expedited permitting process and expects to open its doors in 2024.



Highlights of the project include:

- Affordable units targeting incomes primarily at or below 30% of AMI, with additional units to target individuals with incomes between 30% and 60% of AMI.
- The site is centrally located in a historic and economically thriving neighborhood, proximal to a significant number of jobs and recreational activities, the University of Texas at Austin, St. David's Medical Center, Dell Seton Hospital, HEB and Fiesta Mart, and Hancock Center and Mueller retail stores.
- High frequency transit routes are walking distance from the property.
- High quality on-site wraparound support services and amenities to include:
  - 24-hour on-site management and maintenance
  - An outdoor courtyard
  - A library and cyber lounge
  - A community multipurpose room
  - Laundry facilities
  - Access to case management and healthcare professionals
  - A full-service medical clinic available to residents
- All units will enjoy green features such as Energy Star appliances, high efficiency lighting, and low flow plumbing fixtures



### Successful Development Examples

Currently in the Austin area, the development team has seven multifamily mixed-income developments completed, and two multifamily mixed-income developments under construction. These communities are in Parker Lane, Travis Heights, Hillcrest, Delwood 2, East Riverside, Wells Branch, Northwest Austin, and Georgetown.



#### City View at the Park

2000 Woodward, Austin, TX 78741

70-unit new construction, senior, mixed-income development with 30%, 50%, and 60% AMI, and market units. Financed using 9% LIHTC tax credits and City of Austin RHDA funding. This is a 2.77 acre site, containing one 4-story, 80K sf, podium building over parking, completed in 2008. Development budget was \$11,300,000

**LISA STEPHENS**

President

[lisa@saigebrook.com](mailto:lisa@saigebrook.com)

[www.saigebrook.com](http://www.saigebrook.com)



**MEGAN LASCH**

President

[megan@o-sda.com](mailto:megan@o-sda.com)

[www.o-sda.com](http://www.o-sda.com)

## ABOUT US

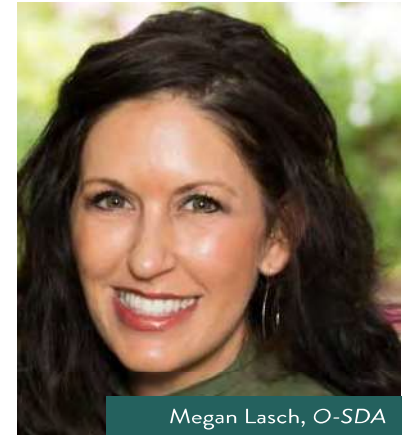
Saigebrook Development and O-SDA Industries are two powerhouse WBE- and HUB-certified real estate development firms that partner regularly to deliver first in class mixed-income housing communities. Together, they have been part of 25 successful Housing Tax Credit applications across the state of Texas.

Owner and principal of WBE- and HUB-certified Saigebrook Development, Lisa Stephens has specialized in providing first-class affordable and workforce housing communities since 1999. She has closed more than \$1 billion of federal, state, and local competitive funds to date and constructed in excess of 6,500 apartment homes. Saigebrook Development offices in Weatherford, Texas.

Megan Lasch, owner and principal of MBE/WBE- and HUB-certified O-SDA Industries, has more than 14 years of experience in project management and consulting in the affordable housing industry, managing all aspects of project life cycles. Megan has a background in engineering, project management, real estate analysis, and design. O-SDA Industries is based in Austin, Texas.



Lisa Stephens, Saigebrook



Megan Lasch, O-SDA

**TO LEARN MORE VISIT**

[AffordableHousingTexas.com](http://AffordableHousingTexas.com)

## OUR PROCESS

Saigebrook and O-SDA's dedicated team has built its reputation as a mixed-income housing developer that produces consistent quality, sustainability, innovative design, and long-term viability in each of its communities. The firms oversee every aspect of development, including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization.

Saigebrook and O-SDA retain long-term ownership of all their properties, maintaining affordability and ensuring high-quality property management. Collectively, the Saigebrook and O-SDA team has extensive experience in all aspects of housing development, compliance and ownership.



### **Aria Grand**

1800 S IH 35 SR, Austin, Texas 78745. Opened December 2019, 99% leased.

70-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits and City of Austin General Obligation (GO) Bond. 30%, 50%, and 60% AMI. This is a 1.42 acre site, containing two buildings, totaling 82,173 square feet of gross floor area. Development budget was \$16,800,000.



**La Madrid Apartments 11320** Manchaca Road, Austin Texas 78748. Opened October 2018, 99% leased. NGBS Gold Certified.

95-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits and City of Austin GO Bond. 30%, 50%, and 60% AMI. This is a 6.02 acre site, containing nine buildings, totaling 118,132 square feet of gross floor area. Development budget was \$20,400,000.





### **Kaia Pointe**

104 Bettie Mae Way,  
Georgetown Texas 78633.  
Opened December 2018, 95%  
leased.

102-unit new construction  
family mixed-income  
development. Financed using  
9% LIHTC tax credits. 30%, 50%,  
and 60% AMI. This is a 5.05 acre  
site, containing six buildings,  
totaling 113,877 square feet of  
gross floor area. Development  
budget was \$18,800,000.



### **Art at Bratton's Edge**

15405 Long Vista Dr, Austin  
Texas 78728. Opened December  
2016, 100% leased. NGBS Green  
Certified.

78-unit new construction family  
mixed-income development.  
Financed using 9% LIHTC tax  
credits. 30%, 50%, and 80%AMI.  
This is a 5.05 acre site,  
containing four buildings,  
totaling 84,026 square feet of  
gross floor area. Development  
budget was \$14,300,000.



### **The Abali**

4603 - 4611 N IH 35, Austin, Texas 78722. Opened October 2021, 100% leased.

56-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, and 60% AMI. This is a 0.92-acre site, containing one building, totaling 58,880 square feet of gross floor area. Development budget was \$14,600,000.



### **Vi Collina**

2401 E Oltorf St, Austin, Texas 78741. Opened October 2022

170-unit new construction family mixed-income development. Financed using 4% LIHTC tax credits. 30%, 50%, 60%, and 80% AMI. This is a 4.59-acre site, containing one building, totaling 180,147 square feet of gross floor area. Development budget was \$37,600,000.



**Saison North** (Under Construction)  
100101 N Capital of Texas Highway, Austin, Texas 78759.

116-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, and 60% AMI. This is a 1.7-acre site, which will contain one building. Development budget is \$32,500,000.





**June West** (Under Construction)  
1200 W Koenig Ln, Austin, Texas 78756.

80-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, 60%, and 80% AMI. This is a 1.1-acre site, which will contain one building. Development budget is \$20,300,000.

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
<b>Pre-Development</b>					
	Cady Lofts 1004-1008 E 39th St. Austin, TX 78751  <i>Consultant Only</i>	New Construction Permanent Supportive Housing 30%, 50%, and 60%	100 - 0 BR <b>TOTAL = 100</b>	LIHTC - 9% (TDHCA) PBVs	\$20.9MM
	Jaipur Lofts 2102, 2108, 2202, 2206, 2208 Annex Ave Dallas, TX 75204	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	26 - 1 BR 37 - 2 BR 8 - 3 BR <b>TOTAL = 71</b>	LIHTC - 9% (TDHCA)	\$23.9MM
	Lydle Ridge 2301 Little Rd. Arlington, TX 76010	New Construction Senior Affordable & Market Rate 30%, 50%, and 60%	43 - 1 BR 16 - 2 BR <b>TOTAL = 59</b>	LIHTC - 9% (TDHCA)	\$14.1MM
	Lapiz Flats 1410-1430 Duncan Perry Rd. Grand Praire, TX 76011	New Construction Senior Affordable & Market Rate 30%, 50%, and 60%	45 - 1 BR 24 - 2 BR <b>TOTAL = 69</b>	LIHTC - 9% (TDHCA)	\$16.8MM
	The Mulholland 2301 Beverly Hills Dr. Sansom Park, TX 76114	New Construction Family Affordable & Market Rate 80%	50 - 1 BR 90 - 2 BR 26 - 3 BR <b>TOTAL = 166</b>	51 @ 80	\$31.2MM
	The Hawthorne on McNeil 5549 McNeil Dr, Austin, TX 78729	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	20 - 1 BR 61 - 2 BR 25 - 3 BR <b>TOTAL = 106</b>	51 @ 80	\$23.6MM
<b>Under Construction</b>					
	June West 1200-1206 W Koenig Lane Austin, TX 78756	New Construction Family Affordable 30%, 50%, 60%, and 80%	31 - 0 BR 11 - 1 BR 24 - 2 BR 14 - 3 BR <b>TOTAL = 80</b>	LIHTC - 9% (TDHCA)	\$20.3MM
	Saison North 10010 N Capital of TX Highway Austin, TX 78759	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	48 - 1 BR 44 - 2 BR 24 - 3 BR <b>TOTAL = 116</b>	LIHTC - 9% (TDHCA)	\$32.5MM
	Kiva East 4724 & 4806 East Side Ave. Dallas, TX 75226	New Construction Family Affordable & Market Rate 30%, 50%, 60%	18 - 1 BR 48 - 2 BR 21 - 3 BR <b>TOTAL = 87</b>	LIHTC - 9% TDHCA	\$25MM
<b>DEVELOPMENTS COMPLETED</b>					
	Kestrel on Cooper 2017-2025 S Cooper Street Arlington, TX 76010	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	21 - 1 BR 36 - 2 BR 27 - 3 BR 6 - 4 BR	LIHTC - 9% (TDHCA)	\$20.7MM
	Vi Collina 2401 E Oltorf St Austin TX	New Construction Family 100% Affordable 30%, 50%, 60%, and 80%	48 - 1 BR 81 - 2 BR 41 - 3 BR <b>Total: 170</b>	LIHTC - 4% (TDHCA)	\$37.6 MM
	Cielo Place 3111 Race Street Fort Worth, TX 76111	Adaptive Reuse Family Affordable & Market Rate 30%, 50%, & 60%	50 - 0 BR 11 - 1 BR 18 - 2 BR 12 - 3 BR <b>Total: 91</b>	LIHTC - 9% (TDHCA)	\$22.2MM

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	Everly Plaza 1801-1821 8th Ave and 1801 Hurley Ave. Fort Worth, TX 76110	New Construction Senior Affordable & Market Rate 30%, 50%, & 60%	64 - 1 BR 24 - 2 BR <b>Total: 88</b>	LIHTC - 9% (TDHCA)	\$19.4MM
	The Abali 4603-4611 N IH 35 Austin, TX 78722	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	16 - 0 BR 10 - 1 BR 19 - 2 BR 11 - 3 BR <b>Total: 56</b>	LIHTC - 9% (TDHCA)	\$14.6MM
	Sunset at Fash Place 2504 Oakland Blvd. Fort Worth, TX 76103	New Construction Senior Affordable & Market Rate 30% 50% & 60% AMI	50 - 1 BR 16 - 2 BR <b>Total: 66</b>	LIHTC - 9% (TDHCA)	\$14.3MM
	Canova Palms 1717 Irving Blvd Irving, Texas	New Construction Senior Affordable & Market Rate 30%, 50% & 60% AMI	41 - 1BR 17 - 2 BR <b>Total: 58</b>	LIHTC - 9% (TDHCA)	\$11.3MM
	Alton Plaza 202 Whaley Street Longview, TX 75607	New Construction Adaptive Reuse Family Affordable & Market Rate 30%, 50% & 60% AMI	6 - 0BR 16 - 1BR 26 - 2 BR <b>Total: 48</b>	LIHTC - 9% (TDHCA)	\$10.2MM
	Elysium Grand 3300 Oak Creek Drive Austin, Texas	New Construction Podium Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 19 - 3 BR <b>Total: 90</b>	LIHTC - 4% (TDHCA)	\$19.6MM
	Mistletoe Station 1916 Mistletoe Blvd. Fort Worth, TX 76104	New Construction Garden Style & Podium Style Family Affordable & Market Rate 30%, 50% & 60% AMI	21 - 1 BR 67 - 2BR 22 - 3BR <b>Total: 110</b>	LIHTC - 9% (TDHCA) PBVs	\$28.2MM
	Aria Grand IH35 & Woodland Drive Austin, TX 78704	New Construction Podium Family Affordable & Market Rate 30%, 50% & 60% AMI	12 - 1 BR 30 - 2 BR 28 - 3 BR <b>Total: 70</b>	LIHTC - 9% (TDHCA)	\$16.8MM

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	Edgewood Place 617 Clinic Drive Longview, TX 75605	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1BR 36 - 2BR 20 - 3BR <b>Total: 74</b>	LIHTC - 9% (TDHCA)	\$13.4MM
	Kaia Pointe 104 Bettie Mae Way Georgetown TX 78633	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	28 - 1 BR 56 - 2 BR 18 - 3 BR <b>Total: 102</b>	LIHTC - 9% (TDHCA) \$13,530,000	\$18.8MM
	Stillhouse Flats 2926 Cedar Knob Road Harker Heights, TX 76548	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	22 - 1 BR 50 - 2 BR 24 - 3 BR <b>Total: 96</b>	LIHTC - 9% (TDHCA) \$14,180,000 Local Government Contribution	\$16.8MM
	LaMadrid Apartments 11320 Manchaca Road Austin, TX 78748	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 24 - 3 BR <b>Total: 95</b>	LIHTC - 9% (TDHCA) \$13,380,000 City of Austin RHDA	\$20.4MM
	Barron's Branch 817 Colcord Ave Waco, TX 76707	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	30- 1 BR 86 - 2 BR 48 - 3 BR 4 - 4 BR <b>Total: 168</b>	LIHTC - 9% (TDHCA) \$20,331,756	\$16.7MM
	Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1 BR 46 - 2 BR 16 - 3 BR <b>Total: 78</b>	LIHTC - 9% (TDHCA)	\$14.3MM
	Liberty Pass 17321 Lookout Road Selma, TX 78154	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 62 - 2 BR 26 - 3 BR 4 - 4 BR <b>Total: 104</b>	LIHTC - 9% (TDHCA)	
	Summit Parque 12777 Merit Drive Dallas, TX 75251	New Construction Mid-Rise Family Affordable and Market Rate 30%, 50%, 60% AMI	31 - 1 BR 49 - 2 BR 20 - 3 BR <b>Total: 100</b>	LIHTC - 9% (TDHCA) \$14,870,000 DHA PBVs	\$23.9MM
	Saige Meadows 13488 Hwy 69N Tyler, TX 75706	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Flats: 22 - 1 BR 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR <b>Total: 92</b>	LIHTC - 9% (TDHCA) \$11,870,348	\$9.4MM
	La Ventana 2109 Texas 351 Abilene, TX 79601	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR <b>Total: 84</b>	LIHTC - 9% (TDHCA) \$6,462,643	\$9.5MM
	Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR <b>Total Unit 78</b>	LIHTC - 9% (TDHCA) \$8,740,526	\$10.MM

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	Tylor Grand 3702 Rolling Green Dr. Abilene, TX 79606	New Construction Garden Style Family Affordable 30%, 50%, 60% AMI	32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR <b>Total Unit 120</b>	LIHTC - 9% (TDHCA) \$13,914,133	\$1.6MM
	The Roxton 307 N. Loop 288 Denton, TX 76209	Rehab Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	16 - 1 BR 86 - 2 BR 24 - 3 BR <b>Total: 126</b>	LIHTC - 9% (TDHCA) \$14,500,717	\$18.6MM



### **HOUSING DEVELOPMENT AND OWNERSHIP EXPERIENCE**

AHFC was one of the first Housing Finance Corporations to participate in a Low Income Housing Tax Credit (LIHTC) development in Texas, if not in the United States. In 1991, an AHFC affiliate joined the ownership structure of Heritage Heights, a 26-unit Low Income development consisting of single family homes off East 11th Street. Since then, AHFC, acting through various nonprofit corporation affiliates, has successfully participated in nine other affordable developments, and since 2021, has helped put an additional nine developments in its pipeline. AHFC will either serve as the sole owner of multifamily developments, or instead will form public private partnerships with reputable and trusted developers/operators. In total, including developments under construction and in the planning stages, AHFC has helped to create over 2,500 units, the overwhelming majority of which are rent- and income-restricted. With nearly 30 years of institutional experience in developing and managing affordable housing and with a growing team of internal staff and external consultants, AHFC is poised to significantly increase the number of assets under its general control over the coming years.

AHFC's multifamily developments in which it exercises control, either as sole owner or as the general partner or managing member of the partnership/company. Bios for key team members follow, and schedule of developments is included in a subsequent section.





### HOUSING DEVELOPMENT AND OWNERSHIP EXPERIENCE

AHFC was one of the first Housing Finance Corporations to participate in a Low Income Housing Tax Credit (LIHTC) development in Texas, if not in the United States. In 1991, an AHFC affiliate joined the ownership structure of Heritage Heights, a 26-unit Low Income development consisting of single family homes off East 11<sup>th</sup> Street. Since then, AHFC, acting through various nonprofit corporation affiliates, has successfully participated in nine other affordable developments, and since 2021, has helped put an additional nine developments in its pipeline. AHFC will either serve as the sole owner of multifamily developments, or instead will form public private partnerships with reputable and trusted developers/operators. In total, including developments under construction and in the planning stages, AHFC has helped to create over 2,500 units, the overwhelming majority of which are rent- and income-restricted. With nearly 30 years of institutional experience in developing and managing affordable housing and with a growing team of internal staff and external consultants, AHFC is poised to significantly increase the number of assets under its general control over the coming years.

AHFC’s multifamily developments in which it exercises control, either as sole owner or as the general partner or managing member of the partnership/company, are delineated below. AHFC also owns the land for all of the following developments.

Year	Development Name	Status	Address	# of Units	# of Affordable Units	AHFC’s Role
1991	Heritage Heights	Placed in Service	1619 East 11 <sup>th</sup> Street, Austin, Texas, 78702	26	26	100% Owner
2001	Arbors at Creekside	Placed in Service (Resyndication in 2022)	1026 Clayton Lane, Austin, Texas, 78723	176	174	General Partner, Investor Partner, and Landlord (Upon Resyndication, General Partner and Landlord)
2003	Villas on Sixth	Placed in Service	2011 East Sixth Street, Austin, Texas, 78702	160	136	General Partner, Investor Partner, and Landlord
2009	Retreat at North Bluff	Placed in Service	6212 Crow Lane, Austin, Texas 78745	240	116	Managing Member and Landlord

Year	Development Name	Status	Address	# of Units	# of Affordable Units	AHFC's Role
2013	Anderson Village	Placed in Service	3101 East 12 <sup>th</sup> Street, Austin, Texas, 78702	24	24	100% Owner
2015	The Timbers Apartments	Placed in Service	1034 Clayton Lane, Austin, Texas, 78723	104	104	General Partner and Landlord
2015	Aldrich 51	Placed in Service	2604 Aldrich Street, Austin, Texas, 78723	240	204	Managing Member and Landlord
2017	Nightingale at Goodnight Ranch	Placed in Service	5900 Charles Merle Drive, Austin, Texas, 78747	174	141	Managing Member and Landlord
2020	Vi Collina	Placed in Service	2401 East Oltorf Street, Austin, Texas, 78741	170	170	Managing Member and Landlord
2021	Espero Austin at Rutland	Under Construction	1934 Rutland Drive, Austin, Texas, 78758	171	171	General Partner and Landlord
2022	Libertad Austin at Gardner	Closing Feb 2023	900 Gardner Road, Austin, Texas, 78721	200	200	General Partner and Landlord
2022	Norman Commons	Seeking Financing	3811 Tannehill Lane, Austin, Texas, 78721	150	150	General Partner and Landlord
2022	Seabrook Square	Seeking Financing	3515 Manor Road, Austin, Texas, 78723	300	300	General Partner and Landlord
2022	Midtown Flats	Acquisition	615 W St Johns Ave, Austin, TX 78752	40	40	100% Owner
2022	SOCO 121	Acquisition – Closing Q1 2023	121 Woodward St, Austin, TX 78704	70	52	100% Owner
2022	City View at the Park	Acquisition	2000 Woodward St, Austin, TX 78741	70	70	General Partner and Landlord
2022	Cairn Point	Pre-Development	7205 Cameron Road Austin, TX 78752	130	155	General Partner and Landlord
2022	The Roz	Pre-Development	3435 Parker Ln, Austin, TX 78741	~100	~100	General Partner and Landlord



# Rental Housing Development Assistance Application

## The Roz



### 1b. Certificate of Status

5501-A Balcones Dr. #302  
Austin, TX 78704



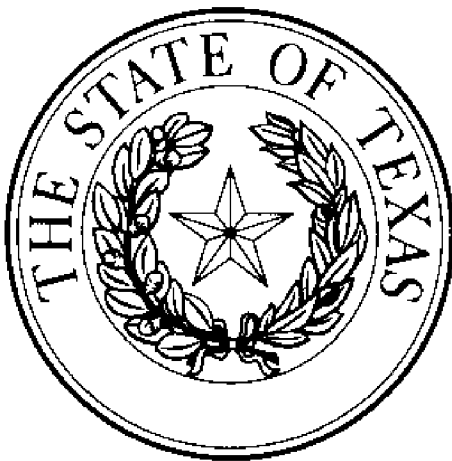
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for SGI VENTURES, INC. (file number 68780800), a Domestic For-Profit Corporation, was filed in this office on January 18, 1984.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 31, 2023.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1760109551000</b>
File/Vendor Number:	<b>070144</b>
Approval Date:	<b>28-APR-2020</b>
Scheduled Expiration Date:	<b>28-APR-2024</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**SGI VENTURES, INC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-MAY-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)

Greg Abbott  
GOVERNOR

### BOARD MEMBERS

J.B. Goodwin, *Chair*  
Leslie Bingham-Escareño, *Vice Chair*  
Paul A. Braden, *Member*  
Asusena Reséndiz, *Member*  
Sharon Thomason, *Member*  
Leo Vasquez, *Member*

February 14, 2019

*Writer's direct dial: 512-475-1676*  
*Email: [marni.holloway@tdhca.state.tx.us](mailto:marni.holloway@tdhca.state.tx.us)*

Ms. Sally Gaskin  
206 East Live Oak Street, Suite D  
Austin, Texas 78704

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2019 QUALIFIED ALLOCATION PLAN

Dear Ms. Gaskin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the 2019 Qualified Allocation Plan. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

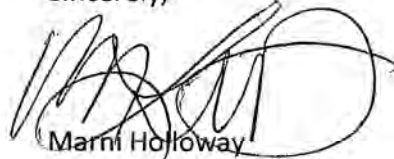
Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this



certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at [marni.holloway@tdhca.state.tx.us](mailto:marni.holloway@tdhca.state.tx.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Marni Holloway', written over a circular stamp or seal.

Marni Holloway  
Director of Multifamily Finance

**Form 202**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation  
Nonprofit Corporation**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 804847594 12/19/2022  
Document #: 1207011770002  
Image Generated Electronically  
for Web Filing**

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**AHFC Mabel Davis Non-Profit Corporation**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Mandy DeMayo**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**1000 East 11th Street, 2nd Floor Austin TX 78702**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

**OR**

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **J. Rodney Gonzales**

Title: **Director**

Address: **1000 East 11th Street, 2nd Floor Austin TX, USA 78702**

Director 2: **Mandy DeMayo**

Title: **Director**

Address: **1000 East 11th Street, 2nd Floor Austin TX, USA 78702**

Director 3: **Rosie Truelove**

Title: **Director**

Address: **1000 East 11th Street, 2nd Floor Austin TX, USA 78702**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**AHFC Mabel Davis Non-Profit Corporation is established to aid Austin Housing Finance Corporation (AHFC), an instrumentality of the City of Austin, in its essential governmental functions and duties to foster affordable rental housing**



for low and very low-income households in the City of Austin, specifically through the construction and operation of a rental housing development located at or near 3435 Parker Lane, Austin, Texas 78741 (Development).

The sole purposes of AHFC Mabel Davis Non-Profit Corporation are (i) to serve as general partner, or controlling member of the general partner, of the Texas limited partnership (Limited Partnership) that will own the Development, and in connection therewith, to own, hold, sell, dispose of or otherwise deal with its general partnership interest, or its controlling interest in the general partnership interest, in the Limited Partnership, and (ii) if applicable, to serve as general contractor for the construction of the Development.

AHFC Mabel Davis Non-Profit Corporation may engage in any lawful act or activity and exercise any power permitted to a limited partnership organized under the laws of the State of Texas that is related or incidental to and necessary, convenient, or advisable for the accomplishment of the foregoing purposes.

The nonprofit corporation is formed pursuant to Chapter 22 of the Texas Business Organizations Code (Nonprofit Corporations). The nonprofit corporation is directed by the AHFC, in accordance with Chapter 394 of the Texas Local Government Code (Housing Finance Corporations in Municipalities and Counties), which authorizes the nonprofit corporation to assist and act on behalf of the AHFC and the City of Austin and to engage in activities that promote the purpose for its creation. The nonprofit corporation may be organized and operated exclusively for one or more charitable purposes as defined by Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor federal tax code.

The Owner will own (subject to a ground lease), construct and operate the Development. The Development is a multifamily development of approximately 90 to 110 rental units in Austin, Travis County, Texas.

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#### Supplemental Provisions / Information

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#### Article 6

The nonprofit corporation is a nonprofit corporation formed under the laws of the State of Texas, and is related to, affiliated with, and an instrumentality of, AHFC.

#### Article 7

The period of the nonprofit corporation's duration is perpetual.

#### Article 8

The nonprofit corporation is organized and will be operated solely for the following purposes: (i) aiding, assisting, and acting on behalf of AHFC, in the performance of its essential governmental functions, to promote the common good and general welfare of AHFC on behalf of and for the benefit of the general public, the City of Austin, and the State of Texas; (ii) fostering affordable housing in Austin, Travis County, Texas, by causing a multifamily development of

approximately 90 to 110 rental housing units, located at or near 3435 Parker Lane, Austin, Texas, to be occupied by persons or families with incomes that do not exceed the limits stated in the Land Use Restriction Agreement between the Limited Partnership and the Texas Department of Housing and Community Affairs, and other agreements of the Limited Partnership which restrict tenant incomes, adjusted for household size; (iii) serving as the general partner, or the controlling member of the general partner, of the Limited Partnership that will construct, own and operate the Development, subject to a ground lease, and performing all obligations and duties as general partner under the Limited Partnership agreement, including the incurrence of all debts and obligations contemplated under the Limited Partnership agreement; (iv) if applicable, serving as the general contractor for the construction of the Development; (v) promoting, developing, encouraging and maintaining the Development as decent, safe, and sanitary housing at affordable prices; and (vi) ensuring to the maximum extent possible that the Development helps to achieve the public purposes and functions of AHFC.

The nonprofit corporation may not: (a) engage directly or indirectly, in any business or activity other than the development, construction, ownership (subject to a ground lease) and operation of the Development, acting as the general partner of the Limited Partnership, and, if applicable, as the general contractor for the construction of the Development, (b) incur or assume any indebtedness for the construction, ownership, operation or disposition of the Development, other than indebtedness incurred or assumed in carrying out the nonprofit corporation's obligations or rights as the general partner, or controlling member of general partner, of the Limited Partnership, or (c) violate or fail to maintain the nonprofit corporation's identity as an entity separate from any other person or entity; and, provided further, the nonprofit corporation may perform any and all lawful activities which may be reasonably necessary, useful or desirable for the furtherance, accomplishment, fostering, or attaining any of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

## **Article 9 Powers**

The activities of the nonprofit corporation and the application of the funds and assets of the nonprofit corporation are limited to the purposes stated herein, but the nonprofit corporation expressly : (i) has and may exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to nonprofit corporations incorporated under the Code; and (ii) has all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in the State of Texas and which are necessary or useful to enable the nonprofit corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

## **Article 10**

## **Board of Directors**

All powers of the nonprofit corporation are vested in a Board of Directors (the Board) consisting of three persons. The initial directors of the nonprofit corporation (each a Director and collectively the Directors) are those persons named in Article 3. Each such person resides in the State of Texas and each is an employee of the City of Austin. Each initial Director will serve for a term expiring December 1, 2025. Subsequent Directors must be appointed to the Board of the nonprofit corporation by the Board of Directors of AHFC. Except as provided in this Article 10, each Director must serve for the term provided in the By-Laws. Any Director may be removed from office at any time, with or without cause, by the Board of Directors of AHFC. The number of Directors may be increased or decreased only by an amendment to this Certificate of Formation and may never be decreased to less than 3.

To be qualified to serve as a Director, a person must be an employee of AHFC or the City of Austin and be at least 18 years old. AHFC designates the president of the nonprofit corporation. AHFC may appoint the number of ex-officio, non-voting members of the Board that is desired. All other matters pertaining to the internal affairs of the nonprofit corporation are governed by the By-Laws of the nonprofit corporation, so long as such By-Laws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

## **Article 11**

### **Limitation on Liability of Directors**

To the fullest extent permitted by Texas statutes, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a Director is not liable to the nonprofit corporation for monetary damages for an act or omission in the Director's capacity as a Director. Any repeal or amendment of this Article 11 by the Directors is prospective only and does not adversely offset any limitation on the personal liability of a Director existing at the time of such repeal or amendment.

## **Article 12**

### **Restrictions and Requirements**

Regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the nonprofit corporation may not (i) permit any part of the net earnings of the nonprofit corporation to inure to the benefit of any private interest or private individual (except that reasonable compensation may be paid for personal services rendered to or for the nonprofit corporation in effecting one or more of its purposes); (ii) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; or (iii) participate in, or intervene in (in each case either directly or indirectly), political campaigns on behalf of or in opposition to any candidate for public office. Any income earned by the nonprofit corporation after payment of reasonable expenses, debt and establishing a reserve with respect to the Development accrues only to the benefit of AHFC, unless AHFC otherwise directs in accordance with the Local Government Code.

No note, bond, loan, debt, or other obligation of the nonprofit corporation is an indebtedness, liability, general or moral obligation, or pledge of the faith or credit of the State of Texas, the City of Austin, AHFC, or any other political subdivision or governmental unit. In addition no note, bond, loan, debt, or other obligation constitutes an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or an agreement, obligation, or indebtedness of AHFC, the City of Austin, or the State of Texas within the meaning of AHFC's Articles of Incorporation or By-Laws, the City Charter, or of any constitutional or statutory provision whatsoever.

AHFC, at all times, has an unrestricted equal right to receive any income earned by the nonprofit corporation, exclusive of amounts needed by the nonprofit corporation to cover reasonable expenditures and reasonable reserves for future activities. The nonprofit corporation must conduct its affairs and activities so as to insure that upon its dissolution full legal title to all property of the nonprofit corporation with respect to which such indebtedness was incurred will vest in AHFC.

#### **Article 13**

##### **Amendment to Certificate of Formation and By-Laws**

This Certificate of Formation and the By-Laws of the nonprofit corporation may at any time and from time to time be amended so as to make any changes therein and add any provisions thereto which might have been included in the Certificate of Formation or the By-Laws in the first instance. Any such amendment is effected in either of the following manners: (i) the Board of the nonprofit corporation files with the Board of Directors of AHFC an application in writing seeking permission to amend the Certificate of Formation or the By-Laws, specifying in such application the amendment proposed to be made, the Board of Directors of AHFC shall consider such application and, if it by appropriate resolution duly finds and determines that it is wise, expedient, necessary, or advisable that the proposed amendment be made and authorizes the same to be made, and approves the form of the proposed amendment, then the Board of the nonprofit corporation may amend the Certificate of Formation or the By-Laws by adopting such amendment at a meeting of the Board of the nonprofit corporation and, in the case of amendments to the Certificate of Formation, delivering articles of amendment to the Secretary of State, or (ii) the Board of Directors of AHFC may, at its sole discretion, and at any time, alter or change the structure, organization, programs, or activities of the nonprofit corporation (including the power to terminate the nonprofit corporation), subject to any limitations on the impairment of contracts entered into by the nonprofit corporation, by adopting amendments to the Certificate of Formation or the By-Laws of the nonprofit corporation at a meeting of the Board of Directors of AHFC and in the case of amendments to the Certificate of Formation, delivering articles of amendment to the Secretary of State.

#### **Article 14**

##### **Dissolution of the Corporation**

If the Board of the nonprofit corporation or the Board of Directors of AHFC

determines by resolution that the purposes for which the nonprofit corporation was formed have been substantially met and all debts and obligations incurred by the nonprofit corporation have been fully paid or otherwise provided for, the Board of the nonprofit corporation shall request the Board of Directors of AHFC to execute and deliver Articles of Dissolution to the Secretary of State which states those facts and declares the nonprofit corporation dissolved in accordance with the requirements of the Code. In the event of dissolution or liquidation of the nonprofit corporation, at any time and for any reason, all of the funds, properties and assets, including full legal title to all property of the nonprofit corporation, must vest in and be conveyed to AHFC unless AHFC otherwise directs in accordance with the Local Government Code.

**Article 15  
AHFC Approval**

On December 1, 2022 the Board of Directors of AHFC duly adopted AHFC Resolution No. 20221201-AHFC004 approving the creation of the nonprofit corporation and the forms of this Certificate of Formation and the initial By-Laws.

**Article 16  
Construction**

All references in this Certificate of Formation to statutes, regulations or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

**Article 17  
Incorporator**

The name and street address of the incorporator, who resides within the state and is an employee of the City, is:

Name: Rosie Truelove

Address:  
City of Austin  
Housing & Planning Department  
Attn: Housing Development Assistance  
1000 East 11th Street, 2nd Floor  
Austin, Texas 78702

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**1000 East 11th Street, 2nd Floor  
Austin, TX 78702  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**Rosie Truelove      City of Austin, Housing & Planning Department, Attn: Housing  
Development Assistance, 1000 East 11th Street, 2nd Floor, Austin, Texas 78702**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Rosie Truelove**

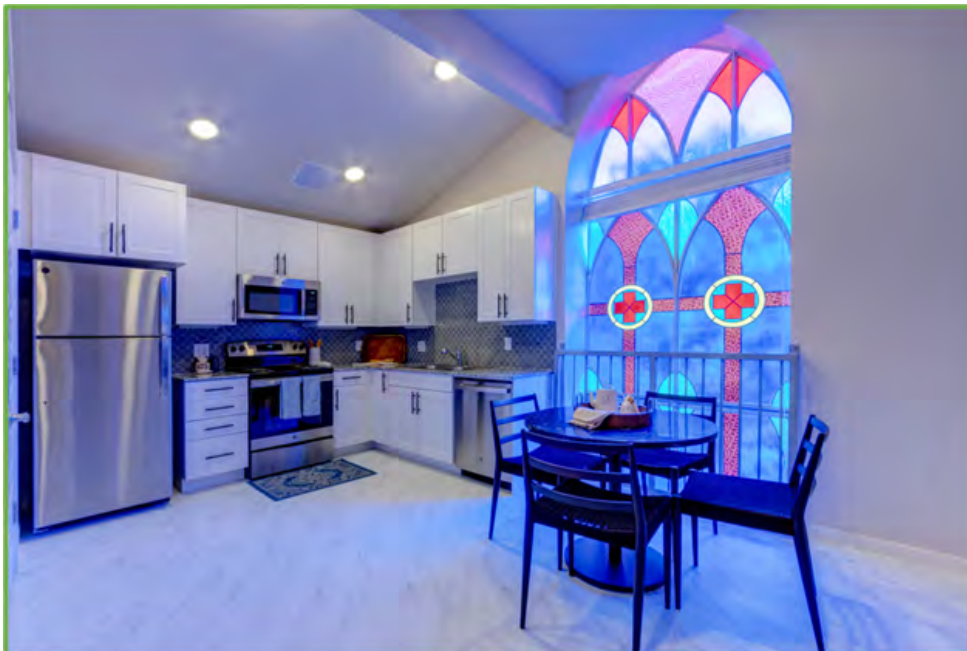
Signature of organizer.

**FILING OFFICE COPY**



# Rental Housing Development Assistance Application

## The Roz

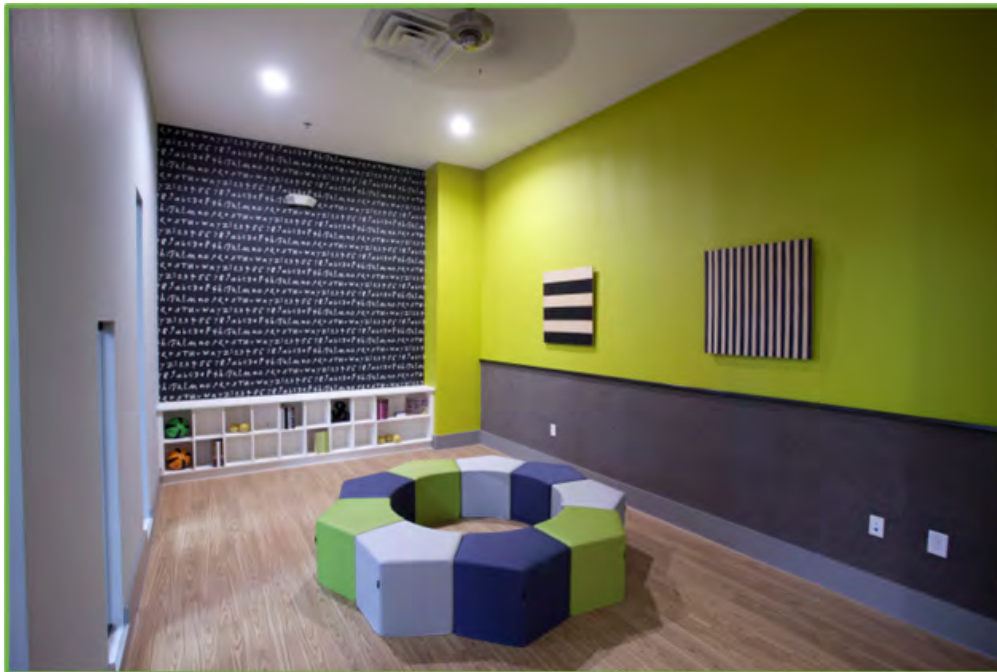


1c. Statement of Confidence – Not Applicable



# Rental Housing Development Assistance Application

## The Roz



### 2a. Resumes of Principles

5501-A Balcones Dr. #302  
Austin, TX 78704





SALLY  
GASKIN  
President

[sally@sgiventures.net](mailto:sally@sgiventures.net)

206 E. Live Oak Street, #D

Austin, Texas 78704

(713) 882-3233



Sally Gaskin is the President of SGI Ventures, Inc., a developer, and tax credit and private activity bond consultant. SGI Ventures, Inc. has been active in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and former Board President of the Texas Affiliation of Affordable Housing Providers (TAAHP). Combined, Ms. Gaskin has developed and co-developed over 960 affordable family and senior units and is currently in the process of developing Cady Lofts in partnership with Austin Affordable Housing Corporation. Cady Lofts is a 100-unit Permanent Supportive Housing development serving formerly homeless residents in Austin.

Before entering the affordable housing industry in 1996, Ms. Gaskin was the Director of Governmental Services for Summit National Realty, a SAMDA contractor for the Resolution Trust Corporation (RTC). Ms. Gaskin directed the firm's contract responsibilities for restructuring and liquidating assets. From 2008 to 2018, Ms. Gaskin was a Manager and Senior Asset Manager with the FDIC in the Risk Share Management Group, with oversight responsibilities for loss share contracts between the FDIC and banks that purchased failed banks during the 2008 financial crisis.

# Cady Lofts

## Permanent Supportive Housing Community

1004 E 39th St. Austin, TX 78751

Cady Lofts is a permanent supportive housing community in development in the Hyde Park neighborhood of Austin, Texas. The development team, a partnership between SGI Ventures and the Austin Affordable Housing Corporation (AAHC), a nonprofit HACA subsidiary, has committed the ±0.74-acre tract for 100 SRO units, 100% of which will be reserved for individuals exiting homelessness. The team is also utilizing consulting services provided through New Hope Housing, O-SDA Industries, and Saigebrook Development to bring forward a community that will best serve the needs of its residents. Cady Lofts is utilizing the City's expedited permitting process and expects to open its doors in 2024.



Highlights of the project include:

- Affordable units targeting incomes primarily at or below 30% of AMI, with additional units to target individuals with incomes between 30% and 60% of AMI.
- The site is centrally located in a historic and economically thriving neighborhood, proximal to a significant number of jobs and recreational activities, the University of Texas at Austin, St. David's Medical Center, Dell Seton Hospital, HEB and Fiesta Mart, and Hancock Center and Mueller retail stores.
- High frequency transit routes are walking distance from the property.
- High quality on-site wraparound support services and amenities to include:
  - 24-hour on-site management and maintenance
  - An outdoor courtyard
  - A library and cyber lounge
  - A community multipurpose room
  - Laundry facilities
  - Access to case management and healthcare professionals
  - A full-service medical clinic available to residents
- All units will enjoy green features such as Energy Star appliances, high efficiency lighting, and low flow plumbing fixtures



### Successful Development Examples

Currently in the Austin area, the development team has seven multifamily mixed-income developments completed, and two multifamily mixed-income developments under construction. These communities are in Parker Lane, Travis Heights, Hillcrest, Delwood 2, East Riverside, Wells Branch, Northwest Austin, and Georgetown.



#### City View at the Park

2000 Woodward, Austin, TX 78741

70-unit new construction, senior, mixed-income development with 30%, 50%, and 60% AMI, and market units. Financed using 9% LIHTC tax credits and City of Austin RHDA funding. This is a 2.77 acre site, containing one 4-story, 80K sf, podium building over parking, completed in 2008. Development budget was \$11,300,000

	PROPERTY	TYPE, STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	CityView at the Park 2000 Woodward St Austin, Texas 78741	New Construction Senior Affordable & Market Rate 30%, 50%, & 60%	50 - 1 BR 20 - 2 BR <b>Total: 70</b>	LIHTC - 9% (TDHCA)	\$11.3 MM
	Cady Lofts 1004-1008 E 39 <sup>th</sup> St Austin, Texas 78751	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	100 - 0 BR <b>Total: 100</b>	LIHTC - 9% (TDHCA)	\$20.9 MM
	Reading Road Apartments 5525 Reading Road Rosenberg, Texas 77471	New Construction Family Affordable & Market Rate 30% 50% & 60% AMI	1, 2 & 3 BR <b>Total: 252</b>	LIHTC - 4% (TDHCA)	\$20 MM
	Brazoswood Apartments 255 E Brazoswood Dr Clute, Texas	New Construction Family Affordable & Market Rate 30%. 50% & 60% AMI	1, 2 & 3 BR <b>Total: 72</b>	LIHTC - 9% (TDHCA)	\$9 MM
	Creekside Apartments, also known as The Trails 711 River Rd Boerne, Texas	New Construction Family Affordable & Market Rate 30%. 50% & 60% AMI	1, 2 & 3 BR <b>Total: 71</b>	LIHTC - 9% (TDHCA)	\$9 MM
	Kerrville Meadows Apartments 2300 Junction Hwy Kerrville, Texas 78028	New Construction Senior Affordable & Market Rate 30%. 50% & 60% AMI	1 & 2 BR <b>Total: 76</b>	LIHTC - % (TDHCA)	\$7.6 MM
	The Springs Apartments 289 Springs Ln Dripping Springs, Texas	New Construction Family Affordable & Market Rate 30%, 50% & 60% AMI	1, 2 & 3 BR <b>Total: 76</b>	LIHTC - 9% (TDHCA)	\$9.2 MM
	Bent Tree Apartments 1625 Sunset Dr San Angelo, Texas 76904	New Construction Family Affordable & Market Rate 30%. 50% & 60% AMI	1, 2 & 3 BR <b>Total: 112</b>	LIHTC - 9% (TDHCA)	\$9 MM
	The Woodlands Apartments 3150 W Cardinal Dr Beaumont, Texas 77705	New Construction Family Affordable & Market Rate 30%. 50% & 60% AMI	1, 2 & 3 BR <b>Total: 140</b>	LIHTC - 9% (TDHCA)	\$11 MM
	Maplewood Apartments 600 Hobbs Rd League City, Texas 77573	New Construction Senior Affordable & Market Rate 30%, 50% & 60% AMI	1 & 2 BR <b>Total: 100</b>	LIHTC - 9% (TDHCA)	\$10.2 MM



### **HOUSING DEVELOPMENT AND OWNERSHIP EXPERIENCE**

AHFC was one of the first Housing Finance Corporations to participate in a Low Income Housing Tax Credit (LIHTC) development in Texas, if not in the United States. In 1991, an AHFC affiliate joined the ownership structure of Heritage Heights, a 26-unit Low Income development consisting of single family homes off East 11th Street. Since then, AHFC, acting through various nonprofit corporation affiliates, has successfully participated in nine other affordable developments, and since 2021, has helped put an additional nine developments in its pipeline. AHFC will either serve as the sole owner of multifamily developments, or instead will form public private partnerships with reputable and trusted developers/operators. In total, including developments under construction and in the planning stages, AHFC has helped to create over 2,500 units, the overwhelming majority of which are rent- and income-restricted. With nearly 30 years of institutional experience in developing and managing affordable housing and with a growing team of internal staff and external consultants, AHFC is poised to significantly increase the number of assets under its general control over the coming years.

AHFC's multifamily developments in which it exercises control, either as sole owner or as the general partner or managing member of the partnership/company. Bios for key team members follow, and schedule of developments is included in a subsequent section.

**HOUSING PARTNERSHIP TEAM****Patrick Russell, Real Estate Development Manager**

Patrick Russell oversees AHFC's real estate division, shepherding a team advancing affordable housing development, homeownership, and homelessness services. He previously served as a Multifamily Policy Research Specialist with the Texas Department of Housing and Community Affairs. Patrick holds a master's in Community and Regional Planning from the University of Texas at Austin, as well as a master's in Literature and Environment from the University of Nevada Reno.

**Alex Radtke, Housing Development Manager**

Alex Radtke is the Housing Development Manager with the City of Austin's Housing and Planning Department. Her previous experience with private development and public economic development programs has provided an understanding into the importance of public and private efforts to produce affordable housing. Alex received her master's degree in Community and Regional Planning from the University of Texas at Austin.

**Travis Perlman, Project Coordinator**

A member of the Housing and Planning Department since 2015, Travis Perlman has worked to advance affordable housing in Austin as an AmeriCorps VISTA volunteer, research analyst, planner, and most recently, Project Coordinator overseeing acquisitions, development, and management of affordable housing communities. Travis holds a master's and bachelor's in Forestry from Stephen F. Austin State University.

**Courtney Banker, Project Coordinator**

Courtney Banker joined Austin Housing Finance Corporation's Housing Partnership Team in 2022. She has helped facilitate various acquisitions and partnership developments since joining, including City View at the Park Apartments, Norman Commons, and Libertad Austin at Gardner. Formerly a transportation planner, Courtney is passionate about fostering affordable and multimodal housing throughout Austin. Courtney completed a master's degree in Community and Regional Planning from the University of Texas at Austin.



### HOUSING DEVELOPMENT AND OWNERSHIP EXPERIENCE

AHFC was one of the first Housing Finance Corporations to participate in a Low Income Housing Tax Credit (LIHTC) development in Texas, if not in the United States. In 1991, an AHFC affiliate joined the ownership structure of Heritage Heights, a 26-unit Low Income development consisting of single family homes off East 11<sup>th</sup> Street. Since then, AHFC, acting through various nonprofit corporation affiliates, has successfully participated in nine other affordable developments, and since 2021, has helped put an additional nine developments in its pipeline. AHFC will either serve as the sole owner of multifamily developments, or instead will form public private partnerships with reputable and trusted developers/operators. In total, including developments under construction and in the planning stages, AHFC has helped to create over 2,500 units, the overwhelming majority of which are rent- and income-restricted. With nearly 30 years of institutional experience in developing and managing affordable housing and with a growing team of internal staff and external consultants, AHFC is poised to significantly increase the number of assets under its general control over the coming years.

AHFC’s multifamily developments in which it exercises control, either as sole owner or as the general partner or managing member of the partnership/company, are delineated below. AHFC also owns the land for all of the following developments.

Year	Development Name	Status	Address	# of Units	# of Affordable Units	AHFC’s Role
1991	Heritage Heights	Placed in Service	1619 East 11 <sup>th</sup> Street, Austin, Texas, 78702	26	26	100% Owner
2001	Arbors at Creekside	Placed in Service (Resyndication in 2022)	1026 Clayton Lane, Austin, Texas, 78723	176	174	General Partner, Investor Partner, and Landlord (Upon Resyndication, General Partner and Landlord)
2003	Villas on Sixth	Placed in Service	2011 East Sixth Street, Austin, Texas, 78702	160	136	General Partner, Investor Partner, and Landlord
2009	Retreat at North Bluff	Placed in Service	6212 Crow Lane, Austin, Texas 78745	240	116	Managing Member and Landlord

Year	Development Name	Status	Address	# of Units	# of Affordable Units	AHFC's Role
2013	Anderson Village	Placed in Service	3101 East 12 <sup>th</sup> Street, Austin, Texas, 78702	24	24	100% Owner
2015	The Timbers Apartments	Placed in Service	1034 Clayton Lane, Austin, Texas, 78723	104	104	General Partner and Landlord
2015	Aldrich 51	Placed in Service	2604 Aldrich Street, Austin, Texas, 78723	240	204	Managing Member and Landlord
2017	Nightingale at Goodnight Ranch	Placed in Service	5900 Charles Merle Drive, Austin, Texas, 78747	174	141	Managing Member and Landlord
2020	Vi Collina	Placed in Service	2401 East Oltorf Street, Austin, Texas, 78741	170	170	Managing Member and Landlord
2021	Espero Austin at Rutland	Under Construction	1934 Rutland Drive, Austin, Texas, 78758	171	171	General Partner and Landlord
2022	Libertad Austin at Gardner	Closing Feb 2023	900 Gardner Road, Austin, Texas, 78721	200	200	General Partner and Landlord
2022	Norman Commons	Seeking Financing	3811 Tannehill Lane, Austin, Texas, 78721	150	150	General Partner and Landlord
2022	Seabrook Square	Seeking Financing	3515 Manor Road, Austin, Texas, 78723	300	300	General Partner and Landlord
2022	Midtown Flats	Acquisition	615 W St Johns Ave, Austin, TX 78752	40	40	100% Owner
2022	SOCO 121	Acquisition – Closing Q1 2023	121 Woodward St, Austin, TX 78704	70	52	100% Owner
2022	City View at the Park	Acquisition	2000 Woodward St, Austin, TX 78741	70	70	General Partner and Landlord
2022	Cairn Point	Pre-Development	7205 Cameron Road Austin, TX 78752	130	155	General Partner and Landlord
2022	The Roz	Pre-Development	3435 Parker Ln, Austin, TX 78741	~100	~100	General Partner and Landlord





# Rental Housing Development Assistance Application

## The Roz



### 2b. Resumes of Development Team

**LISA STEPHENS**

President

[lisa@saigebrook.com](mailto:lisa@saigebrook.com)  
[www.saigebrook.com](http://www.saigebrook.com)



**MEGAN LASCH**

President

[megan@o-sda.com](mailto:megan@o-sda.com)  
[www.o-sda.com](http://www.o-sda.com)

## ABOUT US

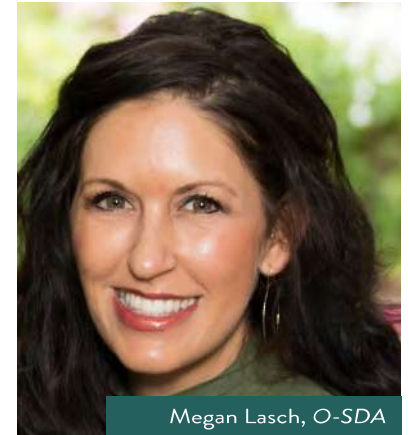
Saigebrook Development and O-SDA Industries are two powerhouse WBE- and HUB-certified real estate development firms that partner regularly to deliver first in class mixed-income housing communities. Together, they have been part of 25 successful Housing Tax Credit applications across the state of Texas.

Owner and principal of WBE- and HUB-certified Saigebrook Development, Lisa Stephens has specialized in providing first-class affordable and workforce housing communities since 1999. She has closed more than \$1 billion of federal, state, and local competitive funds to date and constructed in excess of 6,500 apartment homes. Saigebrook Development offices in Weatherford, Texas.

Megan Lasch, owner and principal of MBE/WBE- and HUB-certified O-SDA Industries, has more than 14 years of experience in project management and consulting in the affordable housing industry, managing all aspects of project life cycles. Megan has a background in engineering, project management, real estate analysis, and design. O-SDA Industries is based in Austin, Texas.



Lisa Stephens, Saigebrook



Megan Lasch, O-SDA

**TO LEARN MORE VISIT**

[AffordableHousingTexas.com](http://AffordableHousingTexas.com)

## OUR PROCESS

Saigebrook and O-SDA's dedicated team has built its reputation as a mixed-income housing developer that produces consistent quality, sustainability, innovative design, and long-term viability in each of its communities. The firms oversee every aspect of development, including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization.

Saigebrook and O-SDA retain long-term ownership of all their properties, maintaining affordability and ensuring high-quality property management. Collectively, the Saigebrook and O-SDA team has extensive experience in all aspects of housing development, compliance and ownership.

# SAIGEBROOK DEVELOPMENT, LLC

## LISA M. STEPHENS

Saigebrook Development, LLC is a certified Women's Business Enterprise (WBE) and Texas Historically Underutilized Business (HUB) real estate development firm specializing in the development and ownership of multi-family communities in Texas. Ms. Stephens is a LEED Green Associate, a current member of the National Green Building Standards Advisory Group and an a Governmental Affairs Committee Member for the Texas Association of Affordable Housing Providers.

A 1996 graduate of the University of Florida, Lisa has worked throughout the southeast constructing new apartment homes, conducting extensive rehabilitations, and replacing functionally obsolete housing. In 2011, she established Saigebrook Development as the corporate entity to replace Lisa M. Stephens Consulting. During her tenure in the affordable housing industry Ms. Stephens has been instrumental in the development of 50+ multi-family communities providing workforce, market rate, student and senior housing encompassing more than 6,800 apartment homes.

Ms. Stephens has extensive experience with the Texas Department of Housing and Community Affairs having secured more than 20 allocations of 9% Housing Tax Credits. She has received multiple awards for her work including Best in American Living from the National Association of Home Builders and two Outstanding Development awards from the Texas Association of Local Housing Finance Agencies. From 2017 to 2020, Saigebrook Development has been recognized as a National Green Building Systems Partner of Excellence for its work in NGBS certified apartment communities

### EXPERIENCE

---

2011 - Present Saigebrook Development, LLC Weatherford, TX

*Owner/President*

- Identify, develop, finance and own residential rental communities in Texas.
- Oversee all new project efforts, including interfacing with joint venture partners, regulatory agencies and development professionals.
- Obtain financing commitments for debt and equity and manage closings.
- Coordinate pre-development activities, financial modeling, and selection of development properties.
- Perform construction management duties including site inspections, draw approval, change order review and approval and final close out.
- Oversee initial lease up and stabilization, cost certification and issuance of 8609's.
- Manage development team members, provide strategic business plan, and coordinate new business development.

1999 - 2010 Lisa M. Stephens Consulting Old Town, Florida

- Developed residential multi-family rental communities across the southeastern United States.
- Identified and coordinated new project efforts, including interfacing with joint venture partners, regulatory agencies and development professionals.
- Determined financial feasibility and marketability and formulated strategies to obtain various federal, state and local funding.
- Coordinated due diligence efforts, managed site planning and design and obtained regulatory entitlements.
- Developed 26 properties using 9% HTC's, GoZone HTC's, USDA, TCEP, TCAP, HOME, Tax Exempt Bonds and RAD programs including 3 substantial rehabilitations.

### EDUCATION

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Bachelor of Science Summa Cum Laude, Fischer School of Accounting, University of Florida.

**Experience List**  
**Lisa M. Stephens - Saigebrook Development, LLC**

11/5/2021

Name	Units	Affordable	Market Rate	Role	Ownership/CF	% of CF	Contractual	Status	TDC (\$M)	Program	Certifications	Demo
The Mulholland	166	85	81	Owner	TBD	0%	0%	Pre-Development	31.2	HUD 221(d)(4)	TBD	Family
Hawthorne on McNeil	106	55	51	Owner	TBD	0%	0%	Pre-Development	23.5	HUD 221(d)(4)	TBD	Family
June West	80	80	-	Owner	100%	0%	0%	Permitting	20.5	2021 9% TC, RHDA	TBD	Family
Kiva East	87	71	16	Owner	100%	0%	0%	Permitting	22.2	2021 9% TC, HOME	TBD	Family
Saison North	116	82	34	Consultant	0%	0%	0%	Permitting	32.7	2021 9% TC, RHDA	TBD	Family
Kestrel on Cooper	90	76	14	Owner	58%	0%	0%	Under Construction	22.3	2020 9% TC	TBD	Family
Vi Collina	170	170	-	Owner	60% (51% CF)	0%	0%	In Lease Up	57.0	2020 4% TC, TE Bonds, Austin RHDA	AEBG, NGBS Certified	Family
Iron Horse Heights	328	-	328	Owner	1%	1%	1%	Stabilized Operations	57.0	HUD 221(d)(4)	HUD	Family
Cielo Place	91	80	11	Owner	100%	0%	0%	Stabilized Operations	22.3	2019 9% HTC, State & Fed Historic	NGBS Certified	Family
Sunset at Fash Place	66	59	7	Consultant	0%	0%	0%	Stabilized Operations	13.9	2019 9% HTC	NGBS Certified	Senior
Every Plaza	88	79	9	Owner	100%	0%	0%	Stabilized Operations	19.0	2019 9% HTC, HOME, HUD 221(d)(4)	NGBS Certified	Senior
The Abali	56	51	5	Consultant	0%	0%	0%	Stabilized Operations	14.6	2019 9% HTC, City of Austin RHDA	AEBG, NGBS Certified	Family
Canova Palms	58	50	8	Owner	60% (54% CF)	0%	0%	Stabilized Operations	11.6	2018 9% HTC, HOME	AEBG, NGBS Certified	Senior
Elysium Grand	90	69	21	Owner	25%	0%	0%	Stabilized Operations	18.7	4% HTC, TE Bonds, Austin RHDA, VASH	AEBG, NGBS Certified	Family
Aria Grand	70	60	10	Consultant	0%	10%	10%	Stabilized Operations	17.0	2017 9% HTC, Austin RHDA	AEBG, NGBS Certified	Family
Alton Plaza	48	33	15	Owner	75% (65% CF)	0%	0%	Stabilized Operations	8.9	2017 9% HTC, Longview Gen'l Rev, State & Fed Historic	NGBS Certified	Family
Mistlerec Station	110	74	36	Owner	60% (66% CF)	0%	0%	Stabilized Operations	27.2	2017 9% HTC, PBV, HFC, HOME, TIF, FNMA, TCAP	NGBS Certified	Family
Edgewood Place	74	58	16	Owner	75% (65% CF)	0%	0%	Stabilized Operations	13.4	2017 9% HTC	NGBS Certified	Family
Kata Pointe	102	80	22	Owner	41% (45% CF)	0%	0%	Stabilized Operations	18.7	2016 9% HTC	NGBS Certified	Family
Saige Meadows	96	88	8	Consultant	0%	20%	20%	Stabilized Operations	16.8	2015 9% HTC, City 380 Agreement	NGBS Certified	Family
LaMadrid Apartments	83	83	12	Consultant	0%	20%	20%	Stabilized Operations	18.4	2015 9% HTC, City of Austin RHDA	AEBG, NGBS Certified	Family
Liberty Pass	104	96	8	Owner	20%	0%	0%	Stabilized Operations	18.9	2014 9% HTC	NGBS Certified	Family
Barron's Branch II	76	76	-	Consultant	0%	20%	20%	Stabilized Operations	13.8	2014 9% HTC, City of Waco	NGBS Certified	Family
Bratton's Edge	78	68	10	Consultant	0%	20%	20%	Stabilized Operations	14.0	2014 9% HTC, Travis Co	NGBS Certified	Family
Summit Paeque	100	75	25	Owner	20%	0%	0%	Stabilized Operations	20.7	2013 9% HTC, DHA PBRA, Solar TC	NGBS Certified	Family
Barron's Branch	92	77	15	Owner	20%	0%	0%	Stabilized Operations	13.7	2013 9% HTC, Waco HFC	NGBS Certified	Family
Saige Meadows	92	82	10	Consultant	0%	20%	20%	Stabilized Operations	14.3	2013 9% HTC	NGBS Certified	Family
Amberwood	78	68	10	Consultant	0%	7.5%	7.5%	Stabilized Operations	10.4	2012 9% HTC, City of Longview	NGBS Certified	Family
La Venana	84	72	12	Consultant	0%	7.5%	7.5%	Stabilized Operations	9.1	2012 9% HTC	NGBS Certified	Family
Tylor Grand	120	120	-	Owner	51% (7.5% CF)	0%	0%	Stabilized Operations	16.0	2011 9% HTC/Solar TC	NGBS Certified	Family
Singing Oaks	126	122	4	Consultant	0%	7.5%	7.5%	Stabilized Operations	18.5	2011 9% HTC	NGBS Certified	Family
Pinnacle at North Chase	120	120	-	Consultant	0%	7.5%	7.5%	Stabilized Operations	14.7	2010 9% HTC - Hurricane Ike Rec	NGBS Remodel - Emerald	Family
<b>Texas Experience</b>	<b>3,257</b>	<b>2,459</b>	<b>798</b>						<b>651.0</b>			Family
The Villages at Tarpon	95	95	-	Consultant	0%	0%	0%	Rehabilitated/In Stabilization	14.0	2013 RAD/9% HTC, Choice Mobility	NGBS Certified	Senior
Tupelo Vue	70	70	-	Consultant	0%	7.5%	7.5%	Stabilized Operations	14.9	2014 9% HTC	NGBS Certified	Family
Live Oak Apartments	87	83	4	Consultant	0%	0%	0%	Rehabilitated/Stabilized	8.7	TCEP/9% HTC/USDA-RD	Senior	Senior
Pine Terrace Apartments	63	63	-	Consultant	0%	0%	0%	Rehabilitated/Stabilized	6.3	TCEP/9% HTC/USDA-RD	Senior	Senior
Oak Ridge Estates	62	62	-	Consultant	0%	0%	0%	Stabilized Operations	11.5	2009 TCEP/HOME/PCCD/ACC	FGBC Green Certification	Family
<b>Florida Experience</b>	<b>457</b>	<b>453</b>	<b>4</b>						<b>69.7</b>			Family
Pinnacle at Mariner's Village	108	-	108	Consultant	0%	7.5%	7.5%	Stabilized Operations	12.8	2008 Katrina CDBG - Hurricane Rec	Family	Family
Pinnacle at Magnolia Pointe	108	108	-	Consultant	0%	7.5%	7.5%	Stabilized Operations	15.0	2007 9% HTC - GO Zone	Family	Family
<b>Mississippi Experience</b>	<b>216</b>	<b>108</b>	<b>108</b>						<b>27.8</b>			Family
<b>2006 and Prior</b>	<b>2,922</b>	<b>1,475</b>	<b>1,447</b>	Consultant	0%	0%	0%		<b>342.6</b>			Family
<b>Total Experience</b>	<b>6,852</b>	<b>4,495</b>	<b>2,357</b>						<b>1,091.1</b>			Family



5714 Sam Houston Circle Austin, TX 78731

(830) 330-0762

megan@o-sda.com

**Megan Lasch-** Mrs. Lasch has eleven years of experience in the project management and development industry. Having received her bachelor's degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects.

In 2010 Ms. Lasch formed O-SDA Industries, LLC to provide real estate development consulting services to clients in the affordable housing industry in Texas. O-SDA is a City of Austin MBE/WBE/Texas HUB certified real estate development firm.

O-SDA is a full-service real estate development company committed to solving the need for affordable housing in Texas urban centers and suburban areas. Ms. Lasch has helped secure nineteen (19) allocations of 9% Housing Tax Credits in the last eleven application cycles in Texas. Ms. Lasch also holds an experience certification for affordable housing from Texas Department of Housing and Community Affairs (TDHCA). Ms. Lasch is based in Austin, Texas and serves as a project manager, developer or consultant on developments financed by our development team. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, finance application process, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch is a member of the Texas Affiliation of Affordable Housing Providers. In addition, she has served on the board for Skillpoint Alliance and was elected chair in 2016. Megan is a three time Austin Under 40 Finalist and was recognized as Austin Business Journal Woman in Power Profiles in 2020. Recent development and consultant experience includes the following:

Name	Location	Units	Affordable	Market Rate	Tenancy Type	Status
Jaipur Lofts	Dallas, TX	71	71	0	Family	Pre-Development
Lydle Ridge	Arlington, TX	59	52	7	Senior	Pre-Development
Lapiz Flats	Grand Praire TX	69	63	6	Senior	Pre-Development
Cady Lofts <i>consultant only</i>	Austin, TX	100	100	0	Individual	Pre-Development
Saison North	Austin, TX	116	82	34	Family	Pre-Development
June West	Austin, TX	80	80	0	Family	Pre-Development

Kiva East <i>consultant only</i>	Dallas, TX	87	71	16	Family	Pre-Development
Clifton Riverside <i>consultant only</i>	Fort Worth, TX	94	80	14	Family	Pre-Development
Kestrel on Cooper	Arlington, TX	90	74	16	Family	Lease up
Vi Collina	Austin, TX	170	170	0	Family	Stabilized
The Abali	Austin, TX	56	51	5	Family	Stabilized
Sunset at Fash Place	Fort Worth, TX	66	59	7	Senior	Stabilized
Everly Plaza- <i>consultant only</i>	Fort Worth, TX	88	79	9	Senior	Stabilized
Cielo Plaza- <i>consultant only</i>	Fort Worth, TX	91	81	10	Family	Stabilized
Canova Palms	Irving, TX	58	50	8	Senior	Stabilized
Aria Grand	Austin, TX	70	60	10	Family	Stabilized
Elysium Grand	Austin, TX	90	69	21	Family	Lease up
Mistletoe Station	Fort Worth, TX	110	74	36	Family	Stabilized
Alton Plaza	Longview, TX	48	33	16	Family	Stabilized
Edgewood Place	Longview, TX	74	58	16	Family	Stabilized
Kaia Pointe	Georgetown, TX	102	80	22	Family	Stabilized
Stillhouse Flats	Harker Heights, TX	96	88	8	Family	Stabilized
LaMadrid Apartments	Austin, TX	95	83	12	Family	Stabilized
Tupelo Vue	Winter Haven, FL	70	70	0	Family	Stabilized
Liberty Pass	Selma, TX	104	96	8	Family	Stabilized
Barron's Branch II	Waco, TX	76	76	0	Family	Stabilized
Art at Bratton's Edge	Austin, TX	76	68	8	Family	Stabilized
Barron's Branch I	Waco, TX	92	77	15	Family	Stabilized
Saige Meadows	Tyler, TX	92	82	10	Family	Stabilized
Summit Parque	Dallas, TX	100	75	25	Family	Stabilized
Amberwood	Longview, TX	78	68	10	Family	Stabilized
La Ventana	Abilene, TX	84	72	12	Family	Stabilized
Tylor Grand	Abilene, TX	120	120	0	Family	Stabilized
Singing Oaks (Rehab)	Denton, TX	126	122	4	Family	Stabilized
Pinnacle at North Chase	Tyler, TX	120	120	0	Family	Stabilized
Palms on Lamar	Austin, TX	476	476	0	Family	Stabilized



**Alice Cruz, Across, LLC**

Alice Cruz is a graduate of the University of North Dakota with a degree in Public Administration. She worked for the City of Fort Worth's Neighborhood Services Department for 6 years. Most of her work was focused housing and community development projects that utilized CDBG, HOME, ESG, HOPWA, HFC, and LIHTC funds. Alice has worked on most aspects of development, including funding applications, design process, overall project management, through to project closeout. After a short time with Fort Worth Housing Solutions, Alice joined the Saigebrook Development team, where she is a Senior Development Associate.



**Abby Penner**

Abby Penner is a graduate of Texas A&M University with a degree in Civil Engineering. She worked as an engineering consultant for 3 years where she helped design a variety of commercial and multi-family development projects. Abby has worked on most aspects of site design, permitting, and construction. After leaving her Civil Engineering firm, Abby joined the Saigebrook Development Team in 2019, where she is Project Manager.



**Abby Tatkow**

Abby Tatkow has ten years of affordable housing and real estate experience in Central Texas. Throughout her time in Austin, she has managed a program to connect individuals experiencing homelessness with housing, project managed several infill rental and homeownership developments, served on the City of Austin Zoning and Platting Commission and advocated tirelessly for more affordable housing. Abby is a licensed Realtor, holds a Bachelor of Science in Human Development from Cornell University and is currently pursuing her Master of Science in Community and Regional Planning from the University of Texas at Austin. In 2022, Abby joined Saigebrook Development and O-SDA Industries where she is a Senior Development Associate.



**Jeff Piatt, Housing Tax Credit Services, LLC**

Jeff is an UT Austin Graduate with 24 years of experience in the construction industry. Jeff's 10 years of experience in Affordable multifamily housing started when he was hired at TDHCA in 2009 as an inspector. Jeff left TDHCA in 2011 in the executive position of Construction Manager Under the Disaster Recovery division for both Single and Multifamily construction. Jeff has extensive experience in the requirements of LIHTC and CDBG program requirements and specializes in providing guidance to be sure that both architectural plans and construction management create developments in compliance with all applicable regulations including Fair Housing Act Design Accessibility Requirements and program material and design requirements.



**Erin Curby**

Erin is a graduate of the University of Texas at Austin with a degree in Civil Engineering. Erin worked for a general contractor for 5 years before joining the Saigebrook/O-SDA team. She worked to coordinate projects and build relationships between design team members, subcontractors, and development owners. She worked on several projects in the Austin area including a summer camp and natatorium, a large corporate campus, and a 50-story high-rise residential project. Additionally, Erin cares about being involved with her community and has been a volunteer for 5 years with the Seedling Program, an Austin-based organization that mentors children with incarcerated parents. Erin joined Saigebrook Development and O-SDA Industries where she is a Senior Development Associate.





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## PAUL MILLER, RA

Principal

### Registration

Florida AR 00017647

Colorado ARC 00404133

Texas 28653

### Associations

LEED Certified Professional

US Green Building Council

### Education

Master of Architecture – University of Florida 1996

### Professional Experience

Three Bar Architecture, Inc. Austin, Texas 6/20 - present

Miller Slayton Architects Inc, Gainesville, Florida 9/04 - 6/20

Ponikvar & Associates, Inc., Gainesville Florida, 9/94 – 9/04

Flad & Associates, Inc, Gainesville, Florida, 9/93- 9/94

As founder & principal of Three Bar Architecture, Inc., Paul enjoys the responsibility of determining direction and developing business strategies for the firm. Paul's many years of experience in a variety of building types with a wide range of scale provide him with a wealth of information to identify critical aspects for the successful development of projects. He has excellent ability to communicate with both clientele and consultant, acting as an effective communication hub for all members of the project team. His ability to distill and prioritize information facilitates the process of design and results in projects that are creative and meet the objectives of the client.

Paul enjoys handling all aspects of projects, from the initial conception through contract administration. He effectively handles both the administrative and technical requirements of all jobs. His skill at computer modeling and visualization help to explain design and gain consensus from regulating agencies. His qualifications in sustainable design offer this unique expertise for projects requiring green design.

While in the position as co-president of Miller Slayton Architects, Inc., Paul acted as Lead Architect on the following list of representative projects:

**Representative Projects**

La Ventana Apartments	Abilene, Texas	64 Units, \$6.5 million
Amberwood Apartments	Longview, Texas	78 Units, \$6.8 million
Saige Meadows Apartments	Tyler, Texas	92 Units, \$9.4 million
Liberty Pass Apartments	San Antonio, Texas	104 Units, \$12.4 million
Stillhouse Flats	Harker Heights, Texas	96 Units, \$11.1 million
La Madrid Apartments	Austin, Texas	95 units, \$13.1 million
Kaia Pointe Apartments	Georgetown, Texas	102 Units, 10.9 million
Edgewood Place	Longview, Texas	74 units, \$9.2million
Aria Grand	Austin, Texas	70 units, \$10.5million
Elysium Grand	Austin, Texas	90 units, \$10.8million (under construction)
Canova Palms	Irving, Texas	58 units, \$7 million (under construction)
Sunset at Fash Place	Fort Worth, Texas	66 units, \$8.5million (under construction)
The Abali	Austin, Texas	56 units, \$10.0 million (under construction)
Vi Collina	Austin, Texas	170 units, \$30.0million (under construction)



# Rental Housing Development Assistance Application

## The Roz



### 2c. Resumes of Property Management Team

5501-A Balcones Dr. #302  
Austin, TX 78704



# New Hope Housing

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## SUMMARY OF EXPERIENCE

New Hope Housing, Inc. (NHH) develops affordable, permanent Housing + Services for people who live on modest incomes. Our high-quality product is a platform for individuals and families to improve their lives. NHH is the preeminent supportive housing and PSH provider in the State of Texas. In 2020 NHH expanded its mission to serve other local nonprofits and advise developers in the design, construction, and management of supportive housing communities across Texas.

### Recent Accomplishments

NHH's accomplishments to date speak to the organization's strengths. We have:

- 1) Partnered with local intimate violence agency, Houston Area Women's Center ("HAWC") in the financing, design, and construction of a 135-unit temporary supportive housing facility. We are proud to lend our expertise toward providing a safe, trauma-informed environment that will save lives.
- 2) Provided opportunities of hope and promise and helped stabilize the lives of **more than 12,000 souls** since inception.
- 3) Offered 1,200 units of high-quality permanent, supportive, affordable housing at 9 properties to Houston's most vulnerable citizens. NHH Avenue J and NHH Savoy, 220 total units for families with modest incomes, are currently under construction.
- 4) Strengthened our Resident Services Program by forming additional collaborations with area social service providers, totaling 42 local area partnerships. This collaborative approach helps meet the needs of our growing resident population. It also **leverages grant dollars/avoids duplication of services**.
- 5) Led the charge in partnering with the City of Houston in its initiative to end chronic homelessness. PSH is a nationally recognized model for successfully housing homeless persons with extreme challenges. NHH is the largest single housing provider for PSH in support of this citywide initiative with **60% of our portfolio dedicated to PSH**.
- 6) NHH's 2020 Community Report can be found here: [The Road Traveled](#)



EQUAL HOUSING  
OPPORTUNITY

## Property Management and Services Oversight

NHH has provided in-house property management and services coordination since 2003. Beginning with 40 units of SRO housing, NHH has successfully leased and stabilized 9 developments for a total of 1176 SRO and 187 family units. NHH designed and operates under a Housing + Services model that integrates property management and service provision into one collaborative team focused on stabilizing lives and developing the life skills needed to thrive in housing. Each development typically staffs (1) Property Manager, (1) Office Assistant/Assistant Manager, (1) Community Support Specialist/Social Worker in addition to maintenance technicians and part time receptions, depending on size of project. Over the past 10 years we have reduced turnover by almost 30% and extended average length of stay to 33 months.

The NHH Resident Services Program follows a three-pronged approach that is designed to address the multi-faceted needs of our residents. Empowerment services include: (1) support from the licensed chemical dependency counselors, certified on-site case managers, and information and referral specialists; (2) direct assistance with basic necessities and financial services that promote stability in the lives of residents; and, (3) educational and recreational opportunities for spiritual and social wellbeing. Supportive housing services offer access to alcohol and drug counseling, mental health counseling, and services by health care providers. This approach is both a cost effective way of performing New Hope's mission and it saves the community substantial sums because we provide dignified, supportive housing + services that lift Houstonians from homelessness (or at-risk of) to stability. This is our first opportunity to bring decades of in-house property management and services coordination on a contract basis with Cady Lofts.

In following our supportive housing services model, New Hope's Resident Services staff developed a comprehensive services delivery plan that includes provision of the following:

- Case management and counseling (alcohol/drug and mental health)
- Information and referral
- Rental subsidies
- Assistance with medications, food and basic household essentials
- Legal assistance
- Resume building and job preparation
- Health and nutrition courses
- Mobile medical services
- Housekeeping



## Development History

New Hope's communities include the following. Photographs and a complete listing of all NHH developments can be explored at [www.newhopehousing.com](http://www.newhopehousing.com).

### FAMILIES

1. **Savoy** – A new construction 9% LIHTC development located off I-69 on the northeast corner of Regency Square Boulevard and Savoy Drive. This development represents **New Hope Housing's 3<sup>rd</sup> supportive housing development for Families.**
  - Anticipated: Fall 2023
  - Location: 6315 Savoy Drive, 77036
  - Total Units: 120, 100% Affordable
  - Development Type: Income restricted for families
  - This project will be New Hope Housing's first opportunity to serve working families of Houston's Southwest Corridor and District J.
  
2. **Avenue J** – A new construction LIHTC supportive housing development located in the historic Second Ward. This development represents New Hope Housing's commitment to listening to the needs of the communities in which it develops. Avenue J will serve 100 households for the community that faces rapid gentrification.
  - Anticipated: Spring 2022
  - Location: 5220 Avenue J, 77011
  - Total Units: 100, 100% Affordable
  - Development Type: Income restricted for families
  - This project will be New Hope Housing's first opportunity to serve the working families of the Second Ward
  
3. **Reed** – Through a partnership with the Star of Hope and adjacent to their 40-acre Cornerstone Community campus, Reed is designed to lift formerly homeless and at-risk families from generational poverty. Reed is our first supportive housing for vulnerable families.
  - Opened: 2018
  - Location: 2605 Reed Rd, 77051
  - Total units: 187, 100% Affordable
  - Development Type: Income restricted for families
  - Total Development Cost: \$34MM
  - DCR: Debt free
  - Project was designed by Ernesto Maldonado of GSMA
  - A national model for prevention and intervention



## SINGLE ROOM OCCUPANCY

1. **Dale Carnegie** – A new construction LIHTC PSH development located off I-69 on the southeast corner of Regency Square Boulevard and Dale Carnegie Lane in Houston’s southwest corridor.
  - Opened: 2020
  - Location: 6015 Dale Carnegie Lane, 77036
  - Total Units: 170, 100% Affordable
  - 120 units are dedicated to PSH
  
2. **Harrisburg** – A new construction, mixed-use, transit oriented 4% LIHTC development located along Houston’s East End light rail. This is NHH’s first foray into mixed use development, incorporating 4,000 SF of ground floor retail as well as 7,000 SF of Class A commercial office space, which is home to NHH’s corporate headquarters – its launch pad into the future. The retail element was developed and financed by NHH in response to the special request of the neighborhood – honoring the neighborhood’s vision.
  - Opened: 2018
  - Location: 3315 Harrisburg Blvd, 77003
  - Total units: 175, 100% Affordable
  - 124 units are dedicated to PSH
  
3. **Rittenhouse** – A new construction LIHTC development located off I-45 North at the corner of Stuebner Airline and W Rittenhouse Road.
  - Opened: 2013
  - Location: 577 W Rittenhouse Rd, 77091
  - Total units: 160, 100% Affordable
  - ~100 units are dedicated to PSH
  
4. **Perry** – A new construction LIHTC development located south of the University of Houston off Old Spanish Trail and Cullen Boulevard.
  - Opened: 2012
  - Location: 4415 Perry, 77021
  - Total units: 160, 100% Affordable
  - ~100 units are dedicated to PSH
  
5. **Sakowitz** – A new construction LIHTC development located in Fifth Ward/Denver Harbor. Sakowitz is the first LEED certified affordable multifamily housing in the State of Texas, and it is *platinum* – the highest level of certification. The fact that this distinction goes to a supportive housing property is especially significant.
  - Opened: 2010
  - Location: 2424 Sakowitz, 77020
  - Total units: 166, 100% Affordable
  - ~100 units are dedicated to PSH
  
6. **Brays Crossing** – Our first development supported by LIHTCs, Brays Crossing is the rehabilitation of the HouTex Inn, a certified public nuisance property, and opened in 2010. It includes important public art components.
  - Opened: 2010
  - Location: 6311 Gulf Freeway, 77023
  - Total units: 149, 100% Affordable
  - ~100 units are dedicated to PSH



7. **Congress** – A Downtown Houston residential landmark since 1925. It was newly renovated by NHHI and reopened in 2012.
  - Opened: 2010
  - Location: 1414 Congress, 77002
  - Total units: 57, 100% Affordable
  - 57 units are dedicated to PSH
  
8. **Canal** – Houston’s first SRO in a neighborhood that opened in 2005. Designed by renowned Texas architect Val Glitsch, the Canal building is a modern addition to the Second Ward/East End while reflecting the Hispanic heritage of the neighborhood.
  - Opened: 2005
  - Location: 2821 Canal St, 77003
  - Total units: 134, 100% Affordable
  - ~100 units are dedicated to PSH







# New Hope Housing

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## Supportive Services Plan

Elevating a life takes more than a roof and four walls. It also takes supportive empowerment services, which New Hope Housing administers through a Resident Services Program (RSP). All empowerment services offered through the RSP are optimal for the residents and provided at no charge. As individuals benefit from the RSP, they are empowered to achieve self-sufficiency and succeed in the larger community.

New Hope's RSP model supports all of the developments we manage. The following detailed Empowerment Services Plan has been formally in place since year 2005.

The RSP follows a three-pronged approach that is designed to address the multi-faceted needs of residents. Empowerment services include: (1) support from the licensed chemical dependency counselors, certified on-site case managers, and information and referral specialists; (2) direct assistance with basic necessities and financial services that promote stability in the lives of residents; and, (3) educational and recreational opportunities for spiritual and social wellbeing. Supportive housing services offer access to alcohol and drug counseling, mental health counseling, and services by health care providers.

In following a supportive housing services model, the comprehensive services delivery plan will include provision of services such as the following, and dependent on the needs of the specific population housed:

- Case management and counseling (alcohol/drug and mental health)
- Information and referral
- Rental subsidies
- Assistance with medications, food and basic household essentials
- Financial management training and credit/debt counseling
- Computer skills building
- Legal assistance
- Resume building and job preparation
- Hurricane preparedness
- Health and nutrition courses
- Mobile medical services
- Housekeeping
- Sobriety meetings and support groups
- Bible studies and book clubs
- Holiday meals
- Arts & craft classes
- Movie and game nights
- Hot dog/ice cream socials

This direct support allows circumvention of problems that may arise as a result of being poor, elderly, and/or suffering from mental health disabilities. The RSP design has been created based on the diverse needs of our residents – as they vary amongst all of our properties.

Residents meet with a RSP staff member in order to receive their mailbox key. This ensures all residents receive a needs assessment. Program staff works with them to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan for remaining in stable housing. Of course, all services are FREE and voluntary.

The on-site property management staff works closely with the Resident Services staff to help integrate new residents into the SRO community.

### **Financial Literacy and Money Management Training**

It is not enough to simply place individuals in housing. They must be equipped with the resources and tools to remain in stable housing. An SRO resident often earns less than \$10,000 per year and also experiences issues with substance abuse, financial management, or lack of education; this places their ability to achieve self-sufficiency at an even greater risk.

The Resident Services Program staff collaborates with area banks and individual volunteers, who are experienced in the field of financial literacy training and money management. Training includes opening a checking/savings account and balancing a check book; reading bank statements; educating residents on ways to save/invest; on-line banking; credit counseling, which includes an overview of credit and credit reports and counseling to repair credit; budgeting; consumer awareness; and, early signs of debt problems and planning strategies. Tax preparation assistance is also offered. Better Business Bureau credit counseling services are also offered to residents.

### **Bona Fide Service Coordinator/Social Worker Available**

Under the umbrella of the RSP, the Service Coordinator/Social Worker coordinates access to important community services (whether offered in-house or off-site) and is a key figure to whom residents can turn if they face special difficulties. They are on site 5 days per week (shifts vary so staff is onsite every day of the week), and have on-call service, if needed.

Once an individual is accepted as a resident, they are encouraged to meet with a service coordinator/social worker for a needs assessment. They work with residents to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan/treatment plan for remaining in stable housing. Depending on personal circumstances, the plan may include a work plan, savings plan, and an earnings plan, which would be coordinated with the financial literacy classes.

Their individual development plan puts into place benchmarks for achievement in key areas of their lives – personal, health, economic and socialization. Regular follow-up visits are conducted to monitor progress and evaluate effectiveness of the program as it pertains to each individual. At each step of meeting their benchmarks, they refine and strategize – if necessary. If they encounter problems along their path, they are not kicked off the road, but rather equipped with tools and resources to remain on the path of their life plan.

### **Services Economically Empower Residents**

The RSP serves such a vital role in helping individuals get out of that vicious cycle of homelessness. They are able to benefit from services that guide them to live on limited incomes, or prevent them from losing their jobs and earning more income that then helps them stabilize their lives, and move to market rate housing or reconnect with families and friends.

A unique benefit of the Empowerment Services Plan is that it caters to two groups of vulnerable individuals living on extremely limited incomes: those whose long-range special needs require permanent housing with some type of ongoing support service, and those whose need is for transitional housing while they work with our RSP to get their lives back on track. By living in a stable environment and having access to empowerment/support services, residents are able to build their own skills and knowledge and become economically empowered.

By having access to financial literacy training and life skills classes, residents gain professional development and life skills to help them secure employment and maintain employment, which can lead to the potential increase in

income and benefits; learn how to better structure their finances so they can pay off any debt and maintain finances so that they can have a healthy, viable, and productive future; and, by living in an environment where they can receive drug and alcohol counseling, a resident can learn to live a life of sobriety and off the streets. When sober and healthy, residents can make more intelligent financial decisions.

By having access to these empowerment services, residents strengthen their professional, legal, and health skills so that they can sustain their path of self-sufficiency. Realizing the path of our residents is not always a straight path, the RSP acts as a cushion along the way to help them move forward. They help eliminate obstacles in order to achieve goals, learning the best way to work through problems without reverting back to old habits.

It is important to note that residents are not in a shelter. They come to permanent, supportive housing at a different point in their lives where they desire self-sufficiency and stability, and the RSP is able to offer them the resources to help achieve their personal goals – economically empowering them.

*How tenants/program participants are notified of availability of services:*

As part of new resident orientation, individuals are informed of the RSP and the empowerment services offered. As previously stated, in order to receive their mailbox keys, residents meet with a RSP staff member. Additionally, a sign-up sheet is maintained at the front desk, which is staffed 24/7, for residents to schedule meetings with RSP staff.

All residents are notified of available services and scheduled activities in a variety of ways: posting on bulletin boards, which are located in common areas where residents pass on a regular basis, as well as brochures and flyers made available at the front desk. For each program/class that is offered, flyers are also posted on the doors of each resident unit.

*How will delivery of services to the residents be ensured:*

Delivery of services to the tenants throughout the compliance period will be at no charge to the resident. Resident services staff will direct/administer the training classes; provide instructional materials for the life skills and education services; and, offer follow-up counseling. Resident services staff also track participation and outcomes through a social services software system.



# Rental Housing Development Assistance Application

## The Roz



### 3a. Federal IRS Certification

5501-A Balcones Dr. #302  
Austin, TX 78704

CINCINNATI OH 45999-0038

In reply refer to: 0248104892  
July 07, 2014 LTR 4168C 0  
23-7223078 000000 00  
00022316  
BODC: TE

  
FAMILY ENDEAVORS INC  
535 BANDERA RD  
SAN ANTONIO TX 78228

021917

Employer Identification Number: 23-7223078  
Person to Contact: Jeff Seibert  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 26, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1972.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Richard McKee, Department Manager  
Accounts Management Operations

**RESOLUTION NO. 20221201-AHFC004**

**WHEREAS**, the City of Austin created the Austin Housing Finance Corporation (AHFC) in accordance with Chapter 394 of the Local Government Code for the public purpose and function, among others, of providing a means to finance the cost of residential developments that will provide decent, safe, and sanitary housing at affordable prices for residents of the City of Austin; and

**WHEREAS**, Chapter 22 of the Texas Business Organization Code (Code), authorizes the creation and organization of nonprofit corporations which may act as a duly constituted affiliate of a Texas housing finance corporation to aid and assist the housing finance corporation in the performance of one or more of its functions; and

**WHEREAS**, AHFC desires to further its public purposes and functions by creating an affiliated, nonprofit corporation and instrumentality named AHFC Mabel Davis Non-Profit Corporation (Non-Profit Corporation), appointing and maintaining its Board of Directors, and otherwise exercising control over the Non-Profit Corporation, its assets, and its dissolution; and

**WHEREAS**, AHFC is creating the Non-Profit Corporation to serve as general partner, or as controlling member of general partner, of a limited partnership created under the laws of the State of Texas (Owner), which will construct and operate a multifamily development of approximately 90 to 110 units of affordable multifamily rental housing located at or near 3435 Parker Lane, Austin, Texas 78741 (Development); and

**WHEREAS**, it is expected that AHFC, or an affiliated entity, will ground lease the land for the Development to the Owner under the terms of a ground lease; and

**WHEREAS**, AHFC desires that the Non-Profit Corporation have and exercise all of the powers prescribed by the Code; and

**WHEREAS**, AHFC desires that the Non-Profit Corporation's Certificate of Formation and By-Laws be in the form and be executed, approved, and filed in the manner prescribed by this Resolution; and

**WHEREAS**, the AHFC Board of Directors desires to authorize and approve the forms of the Certificate of Formation and By-Laws of the Non-Profit Corporation, appoint the Board of Directors and President of the Non-Profit Corporation, and take other action with respect to the Non-Profit Corporation;  
**NOW, THEREFORE,**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
AUSTIN HOUSING FINANCE CORPORATION:**

**Section 1.** The AHFC Board of Directors finds, determines, recites, and declares that it is wise, expedient, necessary, and advisable that the Non-Profit Corporation be formed. The AHFC Board of Directors therefore approves the creation and organization of the Non-Profit Corporation under the provisions of the Code as a duly constituted affiliate, nonprofit corporation, and instrumentality of AHFC. The AHFC Board of Directors authorizes the Non-Profit Corporation to aid, assist, and act on its behalf and for the benefit of AHFC in the performance of its functions to acquire, develop, construct, and operate affordable housing in the City; to participate as general partner of the Owner, which will own the Development and ground lease the land for the Development from AHFC or an

affiliated entity; to serve as general contractor, by itself or through an affiliate, for the construction of the Development, to promote, develop, and maintain the Development as decent, safe, and sanitary housing at affordable rental rates for a period of at least 30 years; to ensure to the maximum extent possible and to the extent of the Non-Profit Corporation's percentage of ownership, that the Development helps to achieve the public purpose and functions of AHFC; and to perform the other purposes described in the Non-Profit Corporation's Certificate of Formation.

**Section 2.** The AHFC Board of Directors approves the Certificate of Formation of the Non-Profit Corporation in substantially the form attached as **Exhibit A** and authorizes the incorporator of the Non-Profit Corporation to file such Certificate of Formation with the Secretary of State of the State of Texas in the manner provided by law.

**Section 3.** The Board of Directors appoints the initial board of directors of the Non-Profit Corporation, with their terms of office to expire at the time indicated.

<b>Name</b>	<b>Term Expires</b>
J. Rodney Gonzales	December 1, 2025
Rosie Truelove	December 1, 2025
Mandy DeMayo	December 1, 2025

J. Rodney Gonzales is appointed as the President of the Non-Profit Corporation. Other officers will be appointed as provided in the By-Laws.

**Section 4.** The AHFC Board of Directors approves the By-Laws of the Non-Profit Corporation in substantially the form attached as **Exhibit B** and



authorizes the President of the Non-Profit Corporation to execute and file them in the corporate records in the manner provided by law.

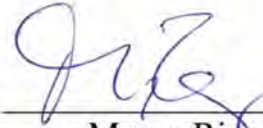
**Section 5.** The AHFC Board of Directors finds, determines, recites, and declares that no note, bond, loan, debt, or other obligation of the Non-Profit Corporation is an indebtedness, liability, general or moral obligation, or pledge of the faith or credit of the State of Texas, the City of Austin, AHFC, or any other political subdivision or governmental unit. In addition, no note, bond, loan, debt, or other obligation constitutes an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or an agreement, obligation, or indebtedness of AHFC, the City of Austin, the State of Texas within the meaning of AHFC's Articles of Incorporation, the City Charter, or of any constitutional or statutory provision whatsoever.

**Section 6.** The AHFC Board of Directors finds, determines, recites, and declares that it is the purpose, intent, and desire of AHFC in approving the creation of the Non-Profit Corporation and the forms of its Certificate of Formation and By-Laws, that such actions and the Non-Profit Corporation hereby authorized comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service rulings promulgated thereunder and the rulings issued pursuant thereto, such that the Non-Profit Corporation is determined to be a constituted nonprofit corporation acting as an asset of AHFC pursuant to the provisions of the Code and Chapter 394 of the Texas Local Government Code.

**Section 7.** This Resolution takes effect immediately upon its passage and approval by the Board of Directors.

**ADOPTED:** December 1, 2022

**ATTEST:**



Myrna Rios  
Secretary

**Form 202  
(Revised 12/21)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555

**Filing Fee: \$25**



This space reserved for office use.

**Certificate of Formation  
Nonprofit Corporation**

**Article 1 – Entity Name and Type**

The filing entity being formed is a nonprofit corporation. The name of the entity is:

AHFC MABEL DAVIS NON-PROFIT CORPORATION

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Mandy		DeMayo	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

1000 East 11th Street, 2nd Floor	Austin	TX	78702
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Article 3 – Management**

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

*A minimum of three directors is required.*

Director 1				
J. Rodney		Gonzales		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1000 East 11th Street, 2nd Floor	Austin	TX	78702	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 2				
Rosie		Truelove		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1000 East 11th Street, 2nd Floor	Austin	TX	78702	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Mandy		DeMayo		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1000 East 11th Street, 2nd Floor	Austin	TX	78702	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

OR

The management of the affairs of the corporation is to be vested in the nonprofit corporation’s members.

**Article 4 – Membership**

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

- A. The nonprofit corporation shall have members.
- B. The nonprofit corporation will have no members.

**Article 5 – Purpose**

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

AHFC Mabel Davis Non-Profit Corporation is established to aid Austin Housing Finance Corporation (AHFC), an instrumentality of the City of Austin, in its essential governmental functions and duties to foster affordable rental housing for low and very low-income households in the City of Austin, specifically through the construction and operation of a rental housing development located at or near 3435 Parker Lane, Austin, Texas 78741 (Development).

The sole purposes of AHFC Mabel Davis Non-Profit Corporation are (i) to serve as general partner, or controlling member of the general partner, of the Texas limited partnership (Limited Partnership) that will own the Development, and in connection therewith, to own, hold, sell, dispose of or otherwise deal with its general partnership interest, or its controlling interest in the general partnership interest, in the Limited Partnership, and (ii) if applicable, to serve as general contractor for the construction of the Development.

AHFC Mabel Davis Non-Profit Corporation may engage in any lawful act or activity and exercise any power permitted to a limited partnership organized under the laws of the State of Texas that is related or incidental to and necessary, convenient, or advisable for the accomplishment of the foregoing purposes.

*The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.*

The nonprofit corporation is formed pursuant to Chapter 22 of the Texas Business Organizations Code (Nonprofit Corporations). The nonprofit corporation is directed by the AHFC, in accordance with Chapter 394 of the Texas Local Government Code (Housing Finance Corporations in Municipalities and Counties), which authorizes the nonprofit corporation to assist and act on behalf of the AHFC and the City of Austin and to engage in activities that promote the purpose for its creation. The nonprofit corporation may be organized and operated exclusively for one or more charitable purposes as defined by Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor federal tax code.

The Owner will own (subject to a ground lease), construct and operate the Development. The Development is a multifamily development of approximately 90 to 110 rental units in Austin, Travis County, Texas.

**Initial Mailing Address**

(Provide the mailing address to which state franchise tax correspondence should be sent.)

1000 East 11th Street, 2nd Floor	Austin	TX	78702	USA
<i>Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

**Supplemental Provisions/Information**

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The attached addendum includes additional articles (Articles 6 through 17) and is incorporated herein by reference.

**Organizer**

The name and address of the organizer:

Rosie Truelove

*Name*

1000 East 11th Street, 2nd Floor	Austin	TX	78702
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Effectiveness of Filing** (Select either A, B, or C.)

- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

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

\_\_\_\_\_  
Signature of organizer

**Rosie Truelove**

\_\_\_\_\_  
Printed or typed name of organizer

**Addendum**

**Article 6**

The nonprofit corporation is a nonprofit corporation formed under the laws of the State of Texas, and is related to, affiliated with, and an instrumentality of, AHFC.

**Article 7**

The period of the nonprofit corporation's duration is perpetual.

**Article 8**

The nonprofit corporation is organized and will be operated solely for the following purposes: (i) aiding, assisting, and acting on behalf of AHFC, in the performance of its essential governmental functions, to promote the common good and general welfare of AHFC on behalf of and for the benefit of the general public, the City of Austin, and the State of Texas; (ii) fostering affordable housing in Austin, Travis County, Texas, by causing a multifamily development of approximately 90 to 110 rental housing units, located at or near 3435 Parker Lane, Austin, Texas, to be occupied by persons or families with incomes that do not exceed the limits stated in the Land Use Restriction Agreement between the Limited Partnership and the Texas Department of Housing and Community Affairs, and other agreements of the Limited Partnership which restrict tenant incomes, adjusted for household size; (iii) serving as the general partner, or the controlling member of the general partner, of the Limited Partnership that will construct, own and operate the Development, subject to a ground lease, and performing all obligations and duties as general partner under the Limited Partnership agreement, including the incurrence of all debts and obligations contemplated under the Limited Partnership agreement; (iv) if applicable, serving as the general contractor for the construction of the Development; (v) promoting, developing, encouraging and maintaining the Development as decent, safe, and sanitary housing at affordable prices; and (vi) ensuring to the maximum extent possible that the Development helps to achieve the public purposes and functions of AHFC.

The nonprofit corporation may not: (a) engage directly or indirectly, in any business or activity other than the development, construction, ownership (subject to a ground lease) and operation of the Development, acting as the general partner of the Limited Partnership, and, if applicable, as the general contractor for the construction of the Development, (b) incur or assume any indebtedness for the construction, ownership, operation or disposition of the Development, other than indebtedness incurred or assumed in carrying out the nonprofit corporation's obligations or rights as the general partner, or controlling member of general partner, of the Limited Partnership, or (c) violate or fail to maintain the nonprofit corporation's identity as an entity separate from any other person or entity; and, provided further, the nonprofit corporation may perform any and all lawful activities which may be reasonably necessary, useful or desirable for the furtherance, accomplishment, fostering, or attaining any of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

**Article 9  
Powers**

The activities of the nonprofit corporation and the application of the funds and assets of the nonprofit corporation are limited to the purposes stated herein, but the nonprofit corporation expressly : (i) has and may exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to nonprofit corporations incorporated under the Code; and (ii) has all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in the State of Texas and which are necessary or useful to enable the nonprofit corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

**Article 10  
Board of Directors**

All powers of the nonprofit corporation are vested in a Board of Directors (the Board) consisting of three persons. The initial directors of the nonprofit corporation (each a Director and collectively the Directors) are those persons named in Article 3. Each such person resides in the State of Texas and each is an employee of the City of Austin. Each initial Director will serve for a term expiring December 1, 2025. Subsequent Directors must be appointed to the Board of the nonprofit corporation by the Board of Directors of AHFC. Except as provided in this Article 10, each Director must serve for the term provided in the By-Laws. Any Director may be removed from office at any time, with or without cause, by the Board of Directors of AHFC. The number of Directors may be increased or decreased only by an amendment to this Certificate of Formation and may never be decreased to less than 3.

To be qualified to serve as a Director, a person must be an employee of AHFC or the City of Austin and be at least 18 years old. AHFC designates the president of the nonprofit corporation. AHFC may appoint the number of ex-officio, non-voting members of the Board that is desired. All other matters pertaining to the internal affairs of the nonprofit corporation are governed by the By-Laws of the nonprofit corporation, so long as such By-Laws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

**Article 11  
Limitation on Liability of Directors**

To the fullest extent permitted by Texas statutes, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a Director is not liable to the nonprofit corporation for monetary damages for an act or omission in the Director's capacity as a Director. Any repeal or amendment of this Article 11 by the Directors is prospective only and does not adversely offset any limitation on the personal liability of a Director existing at the time of such repeal or amendment.



**Article 12**  
**Restrictions and Requirements**

Regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the nonprofit corporation may not (i) permit any part of the net earnings of the nonprofit corporation to inure to the benefit of any private interest or private individual (except that reasonable compensation may be paid for personal services rendered to or for the nonprofit corporation in effecting one or more of its purposes); (ii) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; or (iii) participate in, or intervene in (in each case either directly or indirectly), political campaigns on behalf of or in opposition to any candidate for public office. Any income earned by the nonprofit corporation after payment of reasonable expenses, debt and establishing a reserve with respect to the Development accrues only to the benefit of AHFC, unless AHFC otherwise directs in accordance with the Local Government Code.

No note, bond, loan, debt, or other obligation of the nonprofit corporation is an indebtedness, liability, general or moral obligation, or pledge of the faith or credit of the State of Texas, the City of Austin, AHFC, or any other political subdivision or governmental unit. In addition no note, bond, loan, debt, or other obligation constitutes an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction or an agreement, obligation, or indebtedness of AHFC, the City of Austin, or the State of Texas within the meaning of AHFC's Articles of Incorporation or By-Laws, the City Charter, or of any constitutional or statutory provision whatsoever.

AHFC, at all times, has an unrestricted equal right to receive any income earned by the nonprofit corporation, exclusive of amounts needed by the nonprofit corporation to cover reasonable expenditures and reasonable reserves for future activities. The nonprofit corporation must conduct its affairs and activities so as to insure that upon its dissolution full legal title to all property of the nonprofit corporation with respect to which such indebtedness was incurred will vest in AHFC.

**Article 13**  
**Amendment to Certificate of Formation and By-Laws**

This Certificate of Formation and the By-Laws of the nonprofit corporation may at any time and from time to time be amended so as to make any changes therein and add any provisions thereto which might have been included in the Certificate of Formation or the By-Laws in the first instance. Any such amendment is effected in either of the following manners: (i) the Board of the nonprofit corporation files with the Board of Directors of AHFC an application in writing seeking permission to amend the Certificate of Formation or the By-Laws, specifying in such application the amendment proposed to be made, the Board of Directors of AHFC shall consider such application and, if it by appropriate resolution duly finds and determines that it is wise, expedient, necessary, or advisable that the proposed amendment be made and authorizes the same to be made, and approves the form of the proposed amendment, then the Board of the nonprofit corporation may amend the Certificate of Formation or the By-Laws by adopting such amendment at a meeting of the Board of the nonprofit corporation and, in the case of amendments to the Certificate of Formation, delivering articles of amendment to the Secretary of State, or (ii) the Board of Directors

of AHFC may, at its sole discretion, and at any time, alter or change the structure, organization, programs, or activities of the nonprofit corporation (including the power to terminate the nonprofit corporation), subject to any limitations on the impairment of contracts entered into by the nonprofit corporation, by adopting amendments to the Certificate of Formation or the By-Laws of the nonprofit corporation at a meeting of the Board of Directors of AHFC and in the case of amendments to the Certificate of Formation, delivering articles of amendment to the Secretary of State.

**Article 14  
Dissolution of the Corporation**

If the Board of the nonprofit corporation or the Board of Directors of AHFC determines by resolution that the purposes for which the nonprofit corporation was formed have been substantially met and all debts and obligations incurred by the nonprofit corporation have been fully paid or otherwise provided for, the Board of the nonprofit corporation shall request the Board of Directors of AHFC to execute and deliver Articles of Dissolution to the Secretary of State which states those facts and declares the nonprofit corporation dissolved in accordance with the requirements of the Code. In the event of dissolution or liquidation of the nonprofit corporation, at any time and for any reason, all of the funds, properties and assets, including full legal title to all property of the nonprofit corporation, must vest in and be conveyed to AHFC unless AHFC otherwise directs in accordance with the Local Government Code.

**Article 15  
AHFC Approval**

On \_\_\_\_\_, 2022 the Board of Directors of AHFC duly adopted AHFC Resolution No. 2022\_\_\_\_-AHFC\_\_\_ approving the creation of the nonprofit corporation and the forms of this Certificate of Formation and the initial By-Laws.

**Article 16  
Construction**

All references in this Certificate of Formation to statutes, regulations or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

**Article 17  
Incorporator**

The name and street address of the incorporator, who resides within the state and is an employee of the City, is:

**Name:**  
Rosie Truelove

**Address:**  
City of Austin  
Housing & Planning Department  
Attn: Housing Development Assistance  
1000 East 11th Street, 2nd Floor  
Austin, Texas 78702

**BY-LAWS OF THE  
AHFC MABEL DAVIS NON-PROFIT CORPORATION**

**ARTICLE I. NAME.**

The name of the corporation is the AHFC Mabel Davis Non-Profit Corporation (Corporation).

**ARTICLE 2. PURPOSE AND DUTIES**

**Section 1. Purpose.** The Corporation is organized and may only be operated for the following purposes: (i) aiding, assisting, and acting on behalf of Austin Housing Finance Corporation (AHFC), in the performance of its essential governmental functions, to promote the common good and general welfare of AHFC on behalf of and for the benefit of the general public, the City of Austin, and the State of Texas; (ii) fostering affordable housing in Austin, Travis County, Texas, by causing a multifamily development (Development) of approximately 90 to 110 rental housing units, located at or near 3435 Parker Lane, Austin, Texas, to be occupied by persons and families with incomes that do not exceed the limits stated in the Land Use Restriction Agreement between the limited partnership (Limited Partnership) and the Texas Department of Housing and Community Affairs, and other agreements of the Limited Partnership which restrict tenant incomes, adjusted for household size; (iii) serving as the general partner, or the controlling member of the general partner, of the Limited Partnership which will construct, own, and operate the Development, subject to a ground lease, and performing all obligations and duties as general partner under the Limited Partnership agreement, including the incurrence of all debts and obligations contemplated under the Limited Partnership agreement; (iv), if applicable, serving as the general contractor for the construction of the Development; (v) promoting, developing, encouraging, and maintaining the Development as decent, safe, and sanitary housing at affordable prices; and (vi) ensuring to the maximum extent possible that the Development helps to achieve the public purposes and functions of the AHFC.

Notwithstanding the foregoing paragraph, the Corporation may not: (a) engage directly or indirectly, in any business or activity other than the development, construction, ownership (subject to a ground lease), and operation of the Development, acting as the general partner of the Limited Partnership, and, if applicable, as the general contractor for the construction of the Development, (b) incur or assume any indebtedness for the construction, ownership (subject to a ground lease), operation, or disposition of the Development, other than indebtedness incurred or assumed in carrying out the Corporation's obligations or rights as the general partner, or the controlling member of the general partner, of the Limited Partnership, or (c) violate or fail to maintain the Corporation's identity as an entity separate from any other person or entity; and, provided further, the Corporation may perform any and all lawful activities which may be reasonably necessary, useful, or desirable for the furtherance, accomplishment, fostering, or attaining any of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

**Section 2. Duties.** The Corporation must keep correct and complete books and records of accounts and must also keep minutes of all proceedings of its Board of Directors. All books and records of the Corporation may be inspected by any director or director's agent or attorney for any proper purpose during regular business hours of the Corporation's principal office. No notice of regular meetings of the Board is required other than a resolution of the Board stating the time and place of meetings.

### **ARTICLE 3. MEMBERSHIP**

**Section 1. Board of Directors.** The property and affairs of the Corporation are managed and controlled by a Board of Directors (the Board) and, subject to the restrictions imposed by law, the Certificate of Formation and these By-Laws, the Board exercises all of the powers of the Corporation.

(A) The Board consists of 3 directors, each of whom must be appointed by the Board of Directors of AHFC. The Board is comprised of one class. Any director may be removed from office by the Board of Directors of AHFC for cause or at will.

(B) Directors serve for a term as approved by the board of directors of AHFC or until their successor is duly elected and qualified provided that the initial term of the directors is determined by the Certificate of Formation.

(C) Vacancies in the Board, including vacancies to be filled by an increase in the number of directors, must be filled by the Board of Directors of AHFC for terms of no more than 3 years.

(D) An individual director may not act in an official capacity except through the formal and noticed action of the entire Board.

#### **Section 2. Action & Duties of the Board.**

(A) A majority of the number of directors then in office constitutes a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

(B) Directors must exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of this Corporation, directors must act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and that are not unlawful. In all other instances, the Board may not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director is not liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

(C) The Board must try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present is sufficient to constitute the act of the Board unless the act of a greater number is required by law or the By-Laws. A director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the decision of the Board. For the purpose of determining the decision of the Board, a director who is represented by a proxy in a vote is considered present.

(D) A director may vote by proxy executed in writing by the director. No proxy is valid after 3 months from the date of its execution.

(E) Action that is required to be taken, or may be taken, at a meeting of the directors of the Board may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of directors necessary to take that action at a meeting at which all of the directors are present and voting. The consent must state the date of each director's signature. Prompt notice of the taking of an action by the directors without a meeting by less than unanimous written consent must be given to each director who did not consent in writing to the action.

**Section 3. *Compensation of Directors.*** Directors may not receive salaries from the Corporation for their services. The Board may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at a meeting of the Board. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director must be commensurate with the services performed and reasonable in amount.

**Section 4. *Removal of Directors.*** The Board of Directors of AHFC may remove a director from the Board at any time, with or without cause.

#### **ARTICLE 4. OFFICERS AND DUTIES OF OFFICERS**

**Section 1. *Titles and Terms of Office.*** The officers of the Corporation are a president, a vice president, a secretary, and a treasurer. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of president and secretary. Any officer elected or appointed by the Board may be removed by the Board or by resolution of the Board of Directors of AHFC, with or without cause. The president may be removed only by the Board of Directors of AHFC. Removal of an officer must be without prejudice to the contract rights, if any, of the officer. An officer's term may not exceed 3 years.

**Section 2. *President.*** The president is the chief executive officer of the Corporation. The president supervises and controls all of the business and affairs of the Corporation. The president presides at all meetings of the Board. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board, the Certificate of Formation,

the By-Laws, or statute. The president performs other duties prescribed by the Board and all duties incident to the office of president.

**Section 3. *Vice President.*** The vice president has such powers and duties as may be assigned by the Board and exercises the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of duties as the president is conclusive evidence of the absence or inability to act of the president at the time such action was taken. The vice president performs other duties as assigned by the president or the Board.

**Section 4. *Treasurer.*** The treasurer:

(A) has charge and custody of and is responsible for all funds and securities of the Corporation;

(B) receives and gives receipts for moneys due and payable to the Corporation from any source;

(C) deposits all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided in these By-Laws or as directed by the Board or president.

(D) writes checks and disburses funds to discharge obligations of the Corporation. Funds may not be drawn from the Corporation or its accounts for greater than \$5,000 without the signature of both the president or vice president and the signature of the treasurer;

(E) maintains the financial books and records of the Corporation;

(F) prepares financial reports at least annually;

(G) performs other duties as assigned by the president or by the Board;

(H) if required by the Board, gives a bond for the faithful discharge of his or her duties in an amount and with surety as determined by the Board; and,

(I) performs all duties incident to the office of treasurer.

**Section 5. *Secretary.*** The secretary:

(A) keeps the minutes of all meetings of the Board in books provided for this purpose;

(B) attends to the giving and serving of all notices on behalf of the Corporation;

(C) takes minutes of the meetings of the Board and keep the minutes as part of the corporate records;

(D) attests to the signature of any officer of the Corporation on all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments or documents of the Corporation, whenever attestation is required by law or otherwise;

(E) keeps a register of the mailing address of each director, officer, and employee of the Corporation;

(F) performs duties as assigned by the Board or president; and

(G) performs all duties incident to the office of secretary.

## **ARTICLE 5. PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order govern the Board in all cases to which they are applicable, except when inconsistent with these By-Laws or with special rules of order which the Board or the Board of Directors of AHFC may adopt.

## **ARTICLE 6. CERTIFICATE OF FORMATION AND BY-LAWS**

### **Section 1.** *Amendments to Certificate of Formation and By-Laws.*

(A) The Certificate of Formation may at any time and from time to time be amended, provided that the Board files with the Board of Directors of AHFC a written application requesting the Board of Directors of AHFC approve such amendment to the Certificate of Formation, specifying in such application the amendment or amendments proposed to be made and explaining the necessity of such amendment(s). If the Board of Directors of AHFC by appropriate resolution finds and determines that it is advisable that the proposed amendment(s) be made, authorizes the same to be made, and approves the form of the proposed amendment(s), the Board must proceed to amend the Certificate of Formation as provided in the Act. The Certificate of Formation may also be amended at any time by the Board of Directors of AHFC at its sole discretion by adopting an amendment to the Certificate of Formation of the Corporation by resolution of the Board of Directors of AHFC and delivering the Articles of Amendment to the Secretary of State as provided in the Act.

(B) These By-Laws may be amended by majority vote of the Board and such amendment is effective after it has been ratified by the Board of Directors of AHFC.

**Section 2.** *Interpretation of By-Laws.* These By-Laws and all the terms and provision contained herein must be liberally construed to give effect to the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section, or other part of these By-Laws, or the application thereof to any person or circumstance is ever held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of these By-Laws and the application of such word, phrase, clause, sentence, paragraph, section, or other part of these By-Laws to any other person or circumstance is not affected thereby.

## ARTICLE 7. GENERAL PROVISIONS

**Section 1. *Principal Office.*** The principal office of the Corporation is located at 1000 East 11th Street, Suite 200, Austin, Texas 78702. The Corporation must have and continuously maintain in the State of Texas a registered office, and a registered agent whose business office is identical with such registered office, as required by the Act. The registered office may be, but need not be, identical with the principal office for the Corporation, and the address of the registered office may be changed from time to time by the Board, pursuant to the requirements of the Act.

**Section 2. *Fiscal Year.*** The fiscal year for the Corporation is from October 1st of a given year through September 30th of the following year.

**Section 3. *Notice and Waiver of Notice.*** Whenever any additional notice is required to be given to a director under the provisions of the Certificate of Formation or these By-Laws, such notice is deemed sufficient if given by depositing same in a post office box in a stamped addressed envelope to the person entitled to the notice at their last known address or as it appears in the books of the Corporation, if to a holder of corporate bonds, and such notice is deemed to have been given on the day of such mailing.

**Section 4. *Resignations.*** Any director or officer may resign at any time. Such resignation must be made in writing and takes effect at the time specified in the writing, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation is not necessary to make it effective, unless expressly provided for in the resignation.

**Section 5. *Organizational Control.*** The Board of Directors of AHFC may, at its sole discretion, and at any time, alter or change the structure, organization, programs or activities of the Corporation, including the power to terminate the Corporation, subject to any limitation in the Act on the impairment of contracts entered into by the Corporation.

**Section 6. *Dissolution of the Corporation.*** Upon dissolution of the Corporation, title to or other interests in any real or personal property owned by the Corporation at such time vests in AHFC. Any prior acts and instruments performed or executed by the Board or officers of the Corporation in its name and on its behalf are hereby ratified and confirmed.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2022.

**AHFC MABEL DAVIS NON-PROFIT CORPORATION**

By: \_\_\_\_\_  
Name: J. RODNEY GONZALES  
President

**ATTEST:**

\_\_\_\_\_  
Name: ROSIE TRUELOVE  
Vice President



# Rental Housing Development Assistance Application

## The Roz

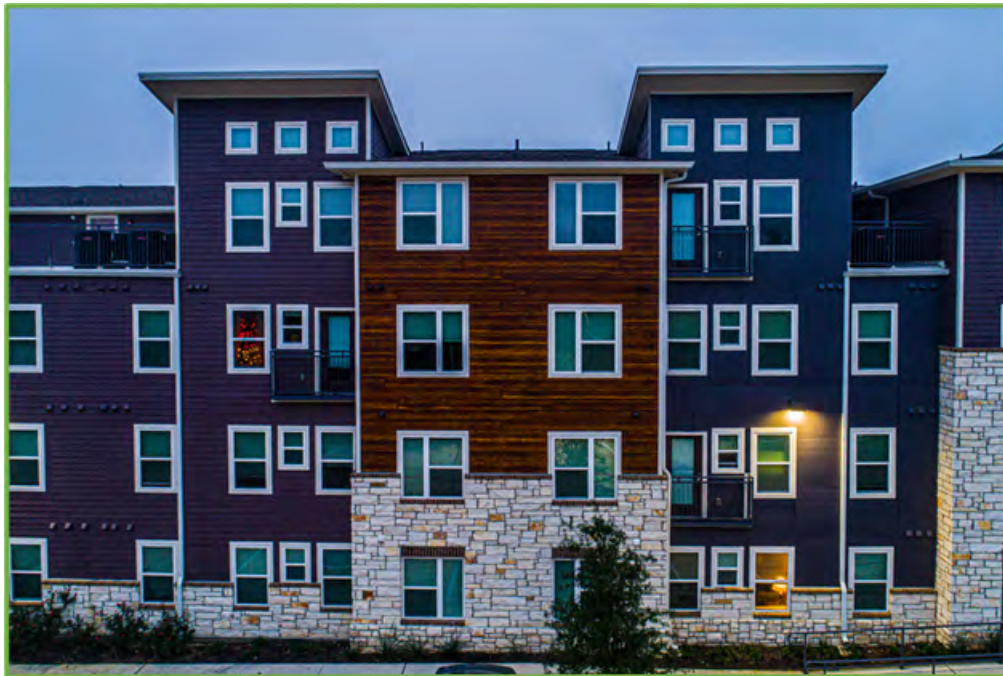


3b. Certified Financial Audit – Not Applicable



# Rental Housing Development Assistance Application

## The Roz



### 3c. Board Resolution

5501-A Balcones Dr. #302  
Austin, TX 78704

**UNANIMOUS WRITTEN CONSENT OF  
AHFC MABEL DAVIS NON-PROFIT CORPORATION  
BOARD OF DIRECTORS (IN LIEU OF A MEETING)**

We, the undersigned, being all of the directors of the Board of Directors of the AHFC Mabel Davis Non-Profit Corporation, a Texas nonprofit corporation (the “**Corporation**”), consent to the taking of the following action in lieu of a meeting pursuant to Section 22.220 of the Texas Business Organizations Code, which is the approval of the following Resolution No. 2022-002 (“**Resolution**”):

**RESOLUTION NO. 2022-002**

**RESOLUTION APPROVING AHFC MABEL DAVIS NON-PROFIT CORPORATION ACTING AS GENERAL PARTNER, OR AS CONTROLLING MEMBER OF GENERAL PARTNER, OF A LIMITED PARTNERSHIP THAT WILL OWN A MULTIFAMILY HOUSING RENTAL DEVELOPMENT, AND RELATED MATTERS**

**WHEREAS**, the Corporation is a Texas nonprofit corporation formed under Chapter 22 of the Texas Business Organizations Code;

**WHEREAS**, the Corporation was formed to act as the general partner, or as controlling member of the general partner, of a to-be-formed Texas limited partnership (the “**Owner**”) that will own and construct an approximately 90 to 110-unit multifamily housing rental development (the “**Development**”) on land subject to a ground lease from Austin Housing Finance Corporation to the Owner, such land being located at 3435 Parker Lane, Austin, Texas 78741; and

**WHEREAS**, by a resolution adopted December 1, 2022, the Board of Directors of Austin Housing Finance Corporation authorized the Corporation to be formed and to act as the general partner, or as controlling member of the general partner, of the Owner; and

**WHEREAS**, the Board of Directors of the Corporation has approved the Corporation acting as the general partner, or as controlling member of the general partner, of the Owner and the general contractor for the Development to authorize its President, Vice-President and the Secretary/Treasurer of the Corporation to take any and all such actions as shall be necessary and appropriate to undertake the Corporation’s role as general partner, or as controlling member of the general partner of the Owner in connection with the development, financing, construction and operation of the Development;

**WHEREAS**, the Board of Directors of the Corporation has determined to authorize James May, Patrick Russell and Alex Radtke to each execute certain documentation on behalf of the Corporation in connection with the predevelopment, financing and construction of the Development;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION**, that the Corporation is authorized and approved to act as the general partner, or as controlling member of the general partner, of the Owner of the Development, and be it further

**RESOLVED**, the President, the Vice President and the Secretary/Treasurer of the Corporation are each authorized to negotiate, execute and deliver the limited partnership agreement of the Owner, as such agreement may be amended and restated, or otherwise amended or supplemented from time to time, and any and all other agreements relating to the development, financing, leasing, construction and operation of the Development, including without limitation, senior loan, tax credit, subordinate loan, ground lease,

restrictive covenants and other documents that are necessary and desirable to effectuate the purposes of this Resolution; and be it further

**RESOLVED**, the Secretary/Treasurer and any other officer of the Corporation is each authorized to attest any other officer's signature if required; and be it further

**RESOLVED**, that James May, Patrick Russell and Alex Radtke are each authorized, as authorized representatives of the Corporation, to execute and deliver (i) due diligence and predevelopment documents relating to predevelopment activities and the securing of debt and equity financing for the Development, and (ii) construction draw and related documentation in connection with the construction of the Development, in each case on behalf of the Corporation, in its capacity as the general partner, or as controlling member of the general partner, of the Owner and/or in the Corporation's capacity as General Contractor, if applicable; and be it further

**RESOLVED**, that any and all prior action taken by the Corporation to carry out the intent of this Resolution is hereby approved, ratified and confirmed in all respects; and be it further

**RESOLVED**, that it is the intent of the Board of Directors that the authority granted to the President, the Vice-President and the Secretary/Treasurer shall be broadly construed and that no third party shall be required to obtain further authority of the Board for any actions taken by the President, the Vice President or the Secretary/Treasurer, respectively, in connection with this Resolution; and be it further

**RESOLVED**, that all prior resolutions of the Corporation remain fully in effect except to the extent modified by this Resolution; and be it further

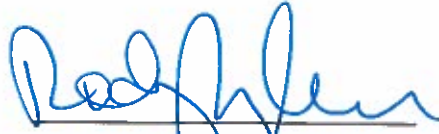
**RESOLVED**, the written consents below may be executed in one or more counterparts, including facsimile counterparts, each of which shall constitute one document, binding on all parties, even though all parties are not signatory to the same counterpart; and be it further

**RESOLVED**, that the Board of Directors of the Corporation does hereby approve this Resolution by written consent in accordance with the Corporation's By-Laws.

*[Remainder of Page Intentionally Left Blank]*

**THIS RESOLUTION NO. 2022-002 OF THE AHFC MABEL DAVIS NON-PROFIT CORPORATION SHALL BE IN FULL FORCE AND EFFECT FROM THE LATEST DATE SHOWN BELOW:**

**J. RODNEY GONZALES**



Date: December 22, 2022

**ROSIE TRUELOVE**



Date: December 22, 2022

**MANDY DEMAYO**

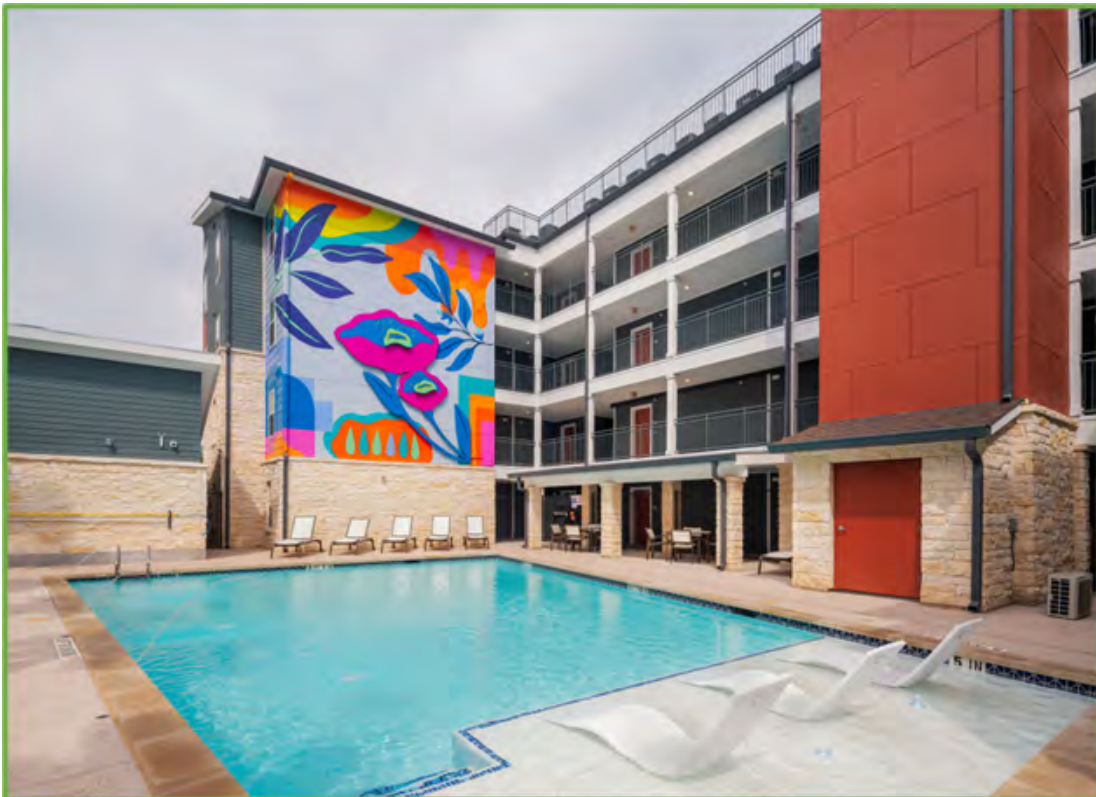


Date: December 22, 2022



# Rental Housing Development Assistance Application

## The Roz



3d. Financial Statements – To be Provided Under a  
Separate Confidential Cover

5501-A Balcones Dr. #302  
Austin, TX 78704



# Rental Housing Development Assistance Application

## The Roz



### 3e. Funding Commitment Letters

5501-A Balcones Dr. #302  
Austin, TX 78704



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# HUDSON

## HOUSING CAPITAL

January 26, 2023

Sally Gaskin  
SGI Ventures, Inc.  
5501-A Balcones Drive, #302  
Austin, TX 78731

Re: **The Roz – Austin, TX**

Dear Sally:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partner interest in The Roz Parkside, LP (the “Partnership”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.98% interest in the Partnership which will own a 100-unit complex in Austin, Texas (the “Property”). You have advised us that The Roz MM, LLC (the “General Partner”) will be the general partner of the Partnership. SGI-Roz, LLC and AHFC Mabel Davis Non-Profit Corporation (collectively, the “Developer”) will be the developers of the Property. Individuals and/or entities acceptable to Hudson shall guarantee the obligations of the General Partner under the Partnership Agreement. The Guarantor will be required to maintain a minimum net worth of \$5 million and a minimum liquidity of \$1 million (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property is applying for an allocation of 9% Tax Credits in the annual amount of \$1,900,000 and all 100 units will qualify for Tax Credits.

**I. Equity Investment**

At Closing, the Investor will contribute to the Partnership a total of \$15,578,442 (the “Total Equity”) or approximately \$0.82 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<b>Contribution</b>	<b>Contribution %</b>	<b>Timing</b>
First	45%	Closing and through construction
Second	45%	100% Completion
Third	8%	Permanent Loan Closing and Breakeven Date
Fourth	2%	Issuance of 8609s

**A. First Capital Contribution.** The Investor will fund the First Capital Contribution at Closing and through construction as follows:

<b>% of Total Equity</b>	<b>Timing</b>
25%	At Closing
20%	50% completion, as certified to by the Architect

**B. Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy (which may be temporary) for 100% of the units in the Property; (iii) receipt of an unaudited Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (vi) if not received at the Initial Closing, receipt of a carry-over allocation; (vii) commencement of funding under any Rental Subsidy Program at no less than the underwritten rent levels; and (viii) evidence that no less than 50% of the eligible building basis plus land has been financed with the proceeds of tax-exempt bonds.

**C. Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) achievement of Breakeven Operations for 3 consecutive month(s) (“Breakeven Date”); (ii) receipt of prior year’s income tax returns in the event such returns are then due; (iii) receipt of a final Tax Credit cost certification from the independent accountants to the Partnership (the “Accountants”) as to the amount of Tax Credits the Partnership will claim for 2025/2026 and the amount allocable to each member (the “Final Certification”); (iv) receipt of prior year’s income tax returns in the event such returns are then due; (v) receipt and approval of initial tenant files; (vi) satisfactory financial condition

of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant); (vii) if not received at the time of the Second Capital Contribution, permanent Certificates of Occupancy; (viii) closing of the permanent first mortgage (“Permanent Loan Closing”); and (ix) evidence of continued funding under any Rental Subsidy Program at no less than the underwritten rent levels.

“**Breakeven**” shall mean that, for each such month, physical occupancy is at least 92.5% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units not supported by the Rental Subsidy Program), exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and (i) generates debt service coverage of not less than 1.15 on all mandatory debt assuming the greater of actual or a 7.5% economic vacancy rate on the residential income.

- D. *Fourth Capital Contribution.*** The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred; (iv) evidence of continued funding under any Rental Subsidy Program at no less than the underwritten rent levels; and (v) receipt of an income averaging tracking spreadsheet with unit income designations and property income average.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iii) above, \$15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

- a.** Construction loan in the approximate amount of \$6,500,000 with a fixed interest rate of approximately 8%, permanent period term of at least 15 years, and payments based on a 35-year amortization;
- b.** A City of Austin subordinate loan in the approximate amount of \$5,500,00 with a 42-year term (2-year construction period and 40-year permanent period), and a 0% interest rate during the construction period and 2% interest rate during the permanent period;
- c.** 60 units will be covered by project-based Section 8 HAP Contract (the “Rental Subsidy Program”) each with a term of at least 15 years. An AHAP will be signed at Closing;
- d.** Supportive services will be provided at the Property, \$40K will be included in the operating budget (trending at a rate of 3% annually) for the provision of such services;
- e.** Our pricing assumes the Partnership will depreciate real property over 30 years and bonus depreciation in the year the Property is placed in service on site work and personal property; and
- f.** Our proposal assumes that all of the debt (excluding the Construction Loan) will be structured as nonrecourse debt from a third party for tax purposes.

## ***II. Developer Fee***

The Developer shall receive a Developer Fee of approximately \$2,364,895 or such higher or lower amount allowed by TDHCA as determined at cost certification, approximately \$74,522 of which is expected be deferred. The portion of Developer Fee which is expected to be available from capital sources (the “Cash Developer Fee”) shall be paid as follows: (i) 25% of the Cash Developer Fee (i.e., the non-deferred portion of the Developer Fee) shall be paid at closing; (ii) 50% of the Cash Developer Fee less amounts already paid as recalculated at the time of the Second Capital Contribution and (iii) the balance of the Cash Developer Fee shall be paid at the time of the Third and Fourth Capital Contributions to the extent the funds are available. The Cash Developer Fee payment schedule will be modified to ensure there are sufficient cash holdbacks for completion and conversion to meet investor requirements.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees shall be paid from available cash flow as detailed in Section IV and shall not bear interest. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee (other than any portion of the Developer Fee that was not necessary to be included in the Partnership’s eligible basis in order to generate the projected annual credit) if such portion has not been fully paid within 15 years from the date of the payment of the Second Capital Contribution. The Deferred Developer Fee will be evidenced by a promissory note.

## ***III. Property Management Fee***

The General Partner may retain an unaffiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Partner). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of 100% of the management fee in the event that the property does not generate positive Cash Flow.

**IV. Cash Flow Distributions**

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service, replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner (“Cash Flow”), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

- A. to the replenishment of the Operating Reserve;
- B. to the payment of any Operating Deficit Loans, if any;
- C. to the payment of Developer Fees;
- D. to the payment of any amounts owned under the second mortgage;
- E. 90% of Cash Flow, if any, to the General Partner (first as a payment of the Incentive Management Fee, the as a distribution in an amount of up to \$65,000, and then as a preferred return with an equivalent allocation of income); and
- F. the remainder to be split in accordance with Partnership interests.

**Incentive Management Fee**

Subject to tax counsel review and approval, the General Partner shall receive a noncumulative annual incentive management fee of up to 90% of annual Cash Flow (but not to exceed the lesser of 12% of net revenues from the Property less the base management fee or \$20,000), provided that it shall be paid only from the General Partner’s share of cash flow under D above.

**V. Sale or Refinancing Proceeds**

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the General Partner and its affiliates) and expenses of the Partnership, and establishment of necessary reserves) shall be distributed as follows:

- A. Repayment of outstanding loans by the investor members, if any;
- B. Payment of amounts due to the members;
- C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
- D. 10% to the Investor and 90% to the General Partner.

**VI. General Partner Commitments**

- A. ***Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Partnership will qualify for and claim \$950,000 of Tax Credits in 2025, the full amount of the Partnership’s Tax Credit allocation, \$1,900,000, for Tax Credits for each year from 2026 through 2034 and \$950,000 of Tax Credits in 2035.

**1. Adjustments during equity payment (construction and lease-up) period**

***a. Volume Adjuster***

In the event that either the Form 8609's or the Final Certification indicates that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

***b. Timing Adjuster***

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2025/2026 is less than the amounts specified above for the corresponding year(s), the Third/Fourth Capital Contributions will be reduced by \$0.50 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

***c. Upward Timing Adjuster***

In the event that the amount of Tax Credit allocable to the Partnership in 2025 is more than the amounts noted above for the corresponding year, the Total Equity shall be increased by an amount equal to the sum of (i) \$0.40 for each dollar by which such amount is less than the actual amount of Tax Credits allocated to the Partnership for such period, up to a maximum of \$150,000. Any adjustment will be made on the calendar quarter following the funding of the Fourth Capital Contribution.

**2. Adjustments during compliance period**

- A. Compliance Adjuster.** After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Partnership), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the General Partner, or its affiliates, will be subordinated to any required payment pursuant to this paragraph. For recapture resulting from a change in tax law, any such amounts shall still be repayable from cash flow or sale or refinancing proceeds.
- B. Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the

Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to the Construction Lender. An "owner's" construction contingency in an amount equal to 5% of the construction costs will be required.

- C. *Operating Deficit Guarantee.*** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits incurred during the period beginning on the funding of the Third Capital Contribution and ending on the fifth anniversary of Breakeven operations provided that Breakeven operations was achieved in the prior 12 month period in the aggregate, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to \$1,000,000 (the "Minimum Balance") at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Prior to the expiration of the Operating Deficit Guaranty, up to 50% of the Operating Reserve may be used with consent of the SM, provided that the Operating Reserve is replenished to its Minimum Balance as a condition of releasing the General Partner from its obligation under the Operating Deficit Guaranty.

- D. *Obligations of General Partner.*** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Member or its designee as the General Partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor's interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2025 (or such later date as permitted by TDHCA but in no event later than June 30, 2026); (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) Permanent Loan Closing has not occurred by December 31, 2025; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

Notwithstanding anything to the contrary contained herein, the repurchase obligations shall terminate for any event occurring subsequent to the funding of all Capital Contributions. If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 103% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time, and less credits claimed and not subject to recapture.

- E. *Replacement Reserve.*** Commencing with the month following Conversion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) \$300/unit. The amount of the Minimum Deposit shall be increased annually by 3%. If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.
- F. *Lease-up Reserve.*** The General Partner will also be obligated to fund a Lease-up Reserve in an amount equal to \$116,465 at the time of the Initial Capital Contribution.
- G. *Reporting.*** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 60 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days, and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

**VII. Fees to Affiliates of Hudson**

***Administrative Expense Reimbursement.*** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of \$7,500, which amount shall be increased annually by 3%. Such fee shall commence in the year of funding of the Third Capital Contribution.

**VIII. Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.



***IX. Accountants***

The Accountants for the Partnership shall be Novogradac & Co, CohnReznick, the Tidwell Group or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.

***X. Limited Partner Rights***

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

***XI. Insurance***

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions and all mortgage loans. Prior to the payment of any additional installment of the Capital Contribution, an updated title report shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least \$6,000,000 per occurrence (\$11,000,000 aggregate in the case of high rise buildings between 11 and 40 stories) (increased biennially by the CPI Percentage), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender's loss payee (where applicable) and shall otherwise be subject to Investor approval.

***XII. Indemnity Agreement***

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

***XIII. General Conditions***

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) review of title (including a "date-down"

endorsement), survey, environmental and other legal and regulatory matters, (ii) receipt of a “No Change” legal opinion from counsel to the Partnership, and (iii) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

#### **XIV. Conditions to Closing**

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the member interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor by way of current internally-prepared financial statements, liquidity verification statements, and receipt of tax returns; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to \$65,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections.

Additionally, approval of this transaction is subject to Investor’s satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.

Specifically, the Price Per Credit and Total Capital Contribution identified in Section I is based on current market conditions. Any change in such market conditions, including but not limited to, change related to expectations of higher interest rates or tax reform, shall cause the Investor, in its sole discretion, to modify the Price Per Credit, Total Capital Contribution, and terms included herein.

Sally Gaskin  
Letter of Intent – The Roz  
January 26, 2023, Page 11

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. This Letter of Intent shall terminate if not accepted within 10 days of the date hereof. We look forward to working with you.

Sincerely,

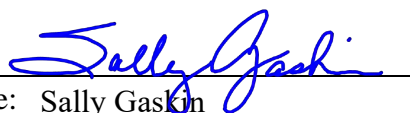
**Hudson Housing Capital LLC**



By: \_\_\_\_\_  
Joshua Lappen  
Senior Vice President

cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO  
THIS 31 DAY OF January, 2023

By:   
Name: Sally Gaskin  
Title: President



January 26, 2023

The Roz Parkside, LP  
Sally Gaskin  
SGI Ventures, Inc.  
206 E. Live Oak Street, #D  
Austin, Texas 78704

Re: The Roz Apartments

Dear Sally,

CommunityBank of Texas (the "Bank") is pleased to provide the following term sheet for construction financing to The Roz Parkside, LP (the "Borrower") for the development of The Roz Apartments, a 100-unit family Supportive Housing LIHTC project to be built in Austin, Texas. The proposed terms and conditions are as follows:

**Summary of Terms**

- Borrower:** The Roz Parkside, LP
- Guaranty:** Construction loan guaranty will be provided by SGI-Roz, LLC. The General Contractor will provide full project Payment and Performance Bonds.
- Project:** The Roz Apartments
- Credit Facility:** Construction loan of up to \$6,500,000:
- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 8.00% (floor of 8.00%)
  - 24-month construction loan, plus one 6-month extension as below
  - one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
  - Interest only due monthly during construction period
  - Total construction loan period including extension is 30-months

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3<sup>rd</sup> party construction engineering firm hired by or acceptable to the Bank.

**Loan-to-value:** 1) Actual loan amount will be based on LTV not to exceed 80% during construction period, based on rent-restricted value plus value of the tax credits. Appraisal report will be in form and substance acceptable to the Bank.

**Collateral:**

- 1<sup>st</sup> lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Assignment and subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

**Fees:** Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether the facilities contemplated herein are funded or not. This obligation will survive whether the loans are approved or not.

**Reporting Requirements:** Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete

**Summary of Conditions**

This proposal is subject to all the following conditions being met prior to construction closing:

**Tax Credit Allocation:** Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of \$1,900,000.

**Other Funds:** The Bank acknowledges other anticipated project financing to include the following:  
- City of Austin loan - \$5,500,000 (fully funded during construction and maintained as permanent loan priced at 2.00% fixed on a 40 year term  
- Deferred Developer Fee - \$74,522

**Tax Credit Equity:** Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has Hudson Housing purchasing the tax credits at \$0.82/credit, providing total equity of \$15,578,442.

**Developer Fee:** Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current model has estimated deferred developer fee iao \$74,522.

**Project Budget:** The Bank's current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on January 23, 2023. The Bank acknowledges that this project budget is subject to change.

However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

**Other Conditions:** Receipt and approval of those items listed in the Due Diligence Checklist

The attached 15-year *pro forma* was prepared by The Roz Parkside, LP (Applicant) for The Roz Apartments to be located in Austin, Texas. The *pro forma* is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas's current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15x's debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of The Roz Parkside, LP and its Principals. At this time, CommunityBank of Texas has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Sally, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By:   
Stephen W. Rose, Executive Vice President

Agreed to:

The Roz Parkside, LP

By:   
Authorized Signer of Borrower

SALLY GASKIN, MANAGER  
SGI - ROZ, LLC, MEMBER GENERAL PARTNER



# Rental Housing Development Assistance Application

## The Roz



### 4a. Market Study

Applicant has requested a market study for LIHTC application and will submit it to the Housing and Planning Department before April 1<sup>st</sup>.



# Rental Housing Development Assistance Application

## The Roz



### 4b. Good Neighbor Policy

5501-A Balcones Dr. #302  
Austin, TX 78704



## 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.

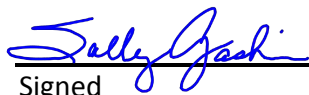
### (3) Pre-Application Engagement

- 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.



Signed

Sally Gaskin

printed name

January 25, 2023

date

### The Roz TDHCA Application Notification



Abby Tatkow

To

Cc Sally Gaskin; Megan Lasch

Bcc 'Judith.Zaffirini@...'; 'Eddie.Rodrig...'; 'maria.flores@...'; 'matias.segura@...'; 'arati.singh@...'; 'Andy.Brown@...'; 'Jeffrey.Travillion@...'; 'Brigid.Shea@...'; 'Ann.Howard@...'; 'Margaret.Gomez@...'; 'steve.adler@...'; 'kirk.watson@...'; 'Natasha.Madison@...'; 'Vanessa.Fuentes@...'; 'Sabino.Renteria@...'; 'jose.velasquez@...'; 'jose.vela@...'; 'Ann.Kitchen@...'; 'ryan.alter@...'

Reply Reply All Forward

Wed 1/4/2023 3:15 PM

Dear Official:

The Roz Parkside, LP is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for The Roz to be located at the Southeast Quadrant of Parker Ln and Woodward St, Austin, TX 78741 in Travis County. This proposed new construction development will be an apartment community comprised of approximately 110 units of which 110 units will be reserved for residents at or averaging 60% of Area Median Income or below. The residential density of the Development, i.e., the number of Units per acre, is approximately 65.7. The proposed development will serve permanent supportive housing residents.

In the spring, TDHCA will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications: The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later this year. An interested party or Neighborhood Organization can provide comments on any and all Competitive Housing Tax Credit applications at each hearing, or can provide written comments to TDHCA by email at [HTGPC@tdhca.state.tx.us](mailto:HTGPC@tdhca.state.tx.us), or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of TDHCA, such input must be received by TDHCA by 5:00 p.m., Austin TX local time, on June 1, 2023.

Sincerely,

Sally Gaskin  
Representative for The Roz Parkside, LP  
5501-A Balcones Dr., Suite 302  
Austin, TX 78731  
Phone: 713-882-3233  
Email: [Sally@SGIVentures.net](mailto:Sally@SGIVentures.net)



**ABBY TATKOW**  
Senior Development Associate  
Saigebrook Development | O-SDA Industries  
[atatkow@saigebrook.com](mailto:atatkow@saigebrook.com) | C-978.376.1922  
[www.affordablehousingintexas.com](http://www.affordablehousingintexas.com)  
5501-A Balcones Dr. #302 Austin, TX 78731

### The Roz TDHCA Application Notification



Abby Tatkov

To: Sally Gaskin; Megan Lasch  
Cc: Mackenzie.Kelly@...; Leslie.Pool@...; Paige.Ellis@...; Kathie.Tovo@...; zo.qadri@...; Alison.Alter@...; myeatts@... president@...; trentham@... info@... batmans\_byte@...; tbfex@...; jlong91@...; president@...; lindabailey123@...; lindsey@...; superintendent@...; aratisingh2@...; Judge@... Comm2@...; district1@...; district2@...; district3@...

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Representative for The Roz Parkside, LP  
5501-A Balcones Dr., Suite 302  
Austin, TX 78731  
Phone: 713-882-3233  
Email: [Sally@SGVentures.net](mailto:Sally@SGVentures.net)

**ABBY TATKOW**  
Senior Development Associate  
Saigebrook Development | O-SDA Industries  
[atatkov@saigebrook.com](mailto:atatkov@saigebrook.com) | C-978.376.1922  
[www.affordablehousingintexas.com](http://www.affordablehousingintexas.com)  
5501-A Balcones Dr. #302 Austin, TX 78731



### The Roz TDHCA Application Notification



Abby Tatkow

To

Cc: Sally Gaskin; Megan Lasch

Bcc: 'Judge@...', 'Comm2@...', 'district1@...', 'district2@...', 'district3@...', 'district3@...', 'district4@...', 'district5@...', 'district5@...', 'district5@...', 'district6@...', 'district7@...', 'district8@...', 'district9@...', 'district9@...', 'district3@...', 'moonbeamweaver@...', 'admin@...', 'secretary@...', 'Chito.Vela@...', 'zohaib.qadri@'

Reply Reply All Forward

Wed 1/4/2023 3:15 PM

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The Roz Parkside, LP is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for The Roz to be located at the Southeast Quadrant of Parker Ln and Woodward St, Austin, TX 78741 in Travis County. This proposed new construction development will be an apartment community comprised of approximately 110 units of which 110 units will be reserved for residents at or averaging 60% of Area Median Income or below. The residential density of the Development, i.e., the number of Units per acre, is approximately 65.7. The proposed development will serve permanent supportive housing residents.

In the spring, TDHCA will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later this year. An interested party or Neighborhood Organization can provide comments on any and all Competitive Housing Tax Credit applications at each hearing, or can provide written comments to TDHCA by email at [HTCPC@tdhca.state.tx.us](mailto:HTCPC@tdhca.state.tx.us), or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941.

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of TDHCA, such input must be received by TDHCA by 5:00 p.m., Austin TX local time, on June 1, 2023.

Sincerely,

Sally Gaskin  
Representative for The Roz Parkside, LP  
5501-A Balcones Dr., Suite 302  
Austin, TX 78731  
Phone: 713-882-3233  
Email: [Sally@SGIVentures.net](mailto:Sally@SGIVentures.net)

 **ABBY TATKOW**  
Senior Development Associate  
Salgebrook Development | O-SDA Industries  
[atatkow@salgebrook.com](mailto:atatkow@salgebrook.com) | C:978.376.1922  
[www.affordablehousingtexas.com](http://www.affordablehousingtexas.com)  
5501-A Balcones Dr. #302 Austin, TX 78731



# Rental Housing Development Assistance Application

## The Roz



### 4c. SMART Housing Letter

5501-A Balcones Dr. #302  
Austin, TX 78704



# City of Austin

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P.O. Box 1088, Austin, TX 78767  
[www.austintexas.gov/department/housing-and-planning](http://www.austintexas.gov/department/housing-and-planning)

## Housing and Planning Department S.M.A.R.T. Housing Program

January 30, 2023

### S.M.A.R.T. Housing Certification Austin Housing Finance Corporation 3435 Parker Ln. (ID 890)

TO WHOM IT MAY CONCERN:

Owner Austin Housing Finance Corporation (development contact: Abby Tatkov; ph: 978-376-1922; email: [atatkov@saigebrook.com](mailto:atatkov@saigebrook.com)) is planning to develop The Roz, a 100-unit multifamily rental development at 3435 Parker Lane, Austin, Texas 78741.

A minimum of 40 (40%) of the units will be leased to households at or below 80% Median Family Income (MFI). As a result, the project will be eligible for a 100% waiver of fees listed below. The project will be subject to a minimum 5-year affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

The Housing and Planning Department (HPD) certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 20% (20) of the units will serve households at or below 30% MFI and 60% (60) of the units will serve households at or below 50% MFI, and 20% (20) of the units will serve households at or below 80% MFI, the development will be eligible for 100% 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 (AWU) Capital Recovery Fees. This development is fully in accordance with 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 and therefore all of the units will be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The expected fee waivers include, but are not limited to, the following fees:

AWU Capital Recovery Fees	Concrete Permit	Mechanical Permit
Building Permit	Electrical Permit	Plumbing Permit
Site Plan Review	Subdivision Plan Review	Zoning Verification
Construction Inspection	Parkland Dedication Fee	Land Status Determination
Demolition Permit Fee	(by separate ordinance)	Building Plan Review
	Regular Zoning Fee	

#### **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@austinenrgy.com](mailto:greenbuilding@austinenrgy.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 512.978.1594 or by email at [brendan.kennedy@austintexas.gov](mailto:brendan.kennedy@austintexas.gov) if you need additional information.

Sincerely,

*Brendan Kennedy*

Brendan Kennedy, Project Coordinator  
Housing and Planning Department

Cc: Kristin Martinez, AE

Jonathan Orenstein, AWU

Mashell Smith, ORS



# Rental Housing Development Assistance Application

## The Roz



4d. MOU with ECHO

5501-A Balcones Dr. #302  
Austin, TX 78704





## **Memorandum of Understanding (MOU) Between Ending Community Homelessness Coalition (ECHO) and The Roz Parkside, LP for the Rental Housing Development Assistance (RHDA) Program**

This Memorandum of Understanding is made by and between the Ending Community Homelessness Coalition (ECHO) and The Roz Parkside, LP (Owner/Agent) and is effective as of January 27, 2023 (Effective Date).

### **I. RECITALS AND TERM**

- [The Roz Parkside, LP] will dedicate 100 units at The Roz to the Austin/Travis County Homelessness Response System (HRS).
- HRS unit commitments from this MOU will be fulfilled by one of the following or a combination of both:
  - CoC units – these are units that are available by referral from ECHO for households who have been enrolled in a tenant-based permanent housing program. ECHO makes these units available to clients of local service agencies who provide tenant based rental assistance and services, either through a Rapid Rehousing or Permanent Supportive Housing program. The local service agencies administering the tenant-based program receive their client referrals through the Coordinated Entry System. CoC units at The Roz will be the most affordable and require the lowest area median income (AMI) out of all units at [Property].
  - Site-based Program Units – these are units that have a HRS program, typically Permanent Supportive Housing (PSH), set up as a project in the Homelessness Management Information System (HMIS) tied to the property referenced in this MOU. Clients will be directly referred from the Coordinated Entry System to be enrolled in services and housed at the property. Site-based units must follow the CoC written standards for their intervention type.
- The Total Number of CoC units and/or Site-based Program Units at The Roz will be 100.
- The The Roz Parkside, LP] is responsible to notify ECHO as soon as possible, or at least 6 months prior to lease up of the property, to designate the HRS units as CoC units and/or Site-based units. This will require the execution of an additional MOU between the [The Roz Parkside, LP] and ECHO at that time. Total HRS commitments can be met with a combination of CoC and site-based program units or be designated as just one.
- Qualifying applicants will be referred to The Roz through ECHO
- If the City of Austin or Austin Housing Finance Corporation approves RHDA financing for [The Roz Parkside, LP] for the Property, the terms of this MOU are incorporated into the RHDA loan documents and the MOU term will not terminate until the expiration of the term of the [The Roz Parkside, LP] RHDA restrictive covenant unless mutually agreed upon in writing by [The Roz Parkside, LP] and ECHO.
- In the event that [The Roz Parkside, LP] intends to market the Property for sale, [The Roz Parkside, LP] will provide ECHO with at least six months advanced written notice. [The Roz Parkside, LP] will provided advanced written notice of any contract to purchase the Property at least 90 days before



the closing of the sale. This notice is not intended to provide ECHO with any property claims to the Property, but rather to provide ECHO an opportunity to prepare for and respond to any transition in ownership of the Property, including without limitation time to negotiate an MOU with the new owner of the Property.

- This MOU is intended to hold the The Roz accountable to make HRS units available to ECHO for the life of the property's affordable housing obligations to the City of Austin.
- The property must follow housing first principles for all HRS units. The units cannot have screening criteria more stringent than allowed by the RHDA requirements and are encouraged to keep the screening requirements as low as possible.

## II. SUMMARY OF RESPONSIBILITIES

- [The Roz Parkside, LP] will notify ECHO of the intention to designate HRS units as CoC and/or Site-based program units at least 6 month/s prior to initial lease up of the property and enter into an additional MOU outlining that commitment.
  - For CoC units, the The Roz Parkside, LP will enter in a MOU with ECHO outlining referral and vacancy referral expectations.
  - For Site-based program units, the The Roz Parkside, LP will enter in a MOU with ECHO outlining their commitment to creating a site-based project in HMIS.
- The Roz Parkside, LP will make the HRS units available to the HRS for the affordability period of the property. If a HRS tenant vacates a property, the property must make the next available unit available to HRS, by notifying ECHO of that vacancy.

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## III. ESTABLISHED POINTS OF CONTACT

All notices under this MOU shall be sent by electronic mail, personally delivered, or mailed by United States certified mail to the parties listed below:

### ECHO Point of Contact

**Name:** Jezzmen McPeters

**Title:** Associate Director of Housing and System Advancement

**Phone:** (512) 522-0277

**Email:** jezzmenmcpeters@austinecho.org

**Address:** P.O. Box 150249, Austin, Texas 78715

**Website:** [www.austinecho.org](http://www.austinecho.org)



### The Roz Parkside, LP Point of Contact

**Name:** Sally Gaskin

**Title:** Manager, SGI-Roz, LLC, Member of the General Partner of The Roz Parkside, LP

**Phone:** (713)882-3233

**Email:** [Sally@giventures.net](mailto:Sally@giventures.net)

**Address:** 5501- A Balcones Dr. #302 Austin, TX 78731

**Website:** [www.affordablehousingtexas.com](http://www.affordablehousingtexas.com)

#### IV. MISCELLANEOUS

This MOU may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of this MOU may be accomplished through facsimile or a PDF through electronic mail.

SGI Ventures or Buyer may assign this MOU, but only with the written consent of the other party.

#### V. MOU SIGNATURES

##### ECHO

**Name:** Matthew Mollica

**Title:** Executive Director

**Phone:** Matthew Mollica

**Email:** [matthewmollica@austinecho.org](mailto:matthewmollica@austinecho.org)

**Address:** P.O. Box 150249, Austin, Texas 78715

**Website:** [www.austinecho.org](http://www.austinecho.org)

**Signature:** *Matthew Mollica*  
Matthew Mollica (Feb 3, 2023 11:31 CST)



Date:

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[SGI Ventures

Name: Sally Gaskin

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Title: Manager, SGI-Roz, LLC, Member of the General Partner of The Roz Parkside

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Phone: (713)882-3233

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Email: [sally@sgiventures.net](mailto:sally@sgiventures.net)

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Address: 5501-A Balcones Dr. #302 Austin, TX 78731

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Website: [www.affordablehousingtexas.com](http://www.affordablehousingtexas.com)

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Signature:

Date:

January 27, 2023

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# Rental Housing Development Assistance Application

## The Roz



### 4e. Resident Services

5501-A Balcones Dr. #302  
Austin, TX 78704



# New Hope Housing

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## Supportive Services Plan

Elevating a life takes more than a roof and four walls. It also takes supportive empowerment services, which New Hope Housing administers through our own provided Resident Services Program (RSP). All empowerment services offered through our RSP are optimal for the residents and provided at no charge. As individuals benefit from the RSP, they are empowered to achieve self-sufficiency and succeed in the larger community. This program is not funded out of the property's operating budget, but rather funds are raised 100% from private donors.

Currently, the program is led by a full-time Resident Services Director who manages the following full-time positions: one (1) Resident Programs Assistant, two (2) Case Managers, one (1) Family Support Specialist, and seven (9) Service Coordinators. New Hope's RSP supports all of our developments, and will expand to include our new development. The following detailed Empowerment Services Plan has been formally in place since year 2005.

The RSP follows a three-pronged approach that is designed to address the multi-faceted needs of our residents. Empowerment services include: (1) support from the licensed chemical dependency counselors, certified on-site case managers, and information and referral specialists; (2) direct assistance with basic necessities and financial services that promote stability in the lives of residents; and, (3) educational and recreational opportunities for spiritual and social wellbeing. Supportive housing services offer access to alcohol and drug counseling, mental health counseling, and services by health care providers. This approach is both a cost effective way of performing New Hope's mission and it saves the community substantial sums because we provide dignified, supportive housing + services that lift Houstonians from homelessness (or at-risk of) to stability.

In following our supportive housing services model, New Hope's Resident Services staff developed a comprehensive services delivery plan that includes provision of the following:

- Case management and counseling (alcohol/drug and mental health)
- Information and referral
- Rental subsidies
- Assistance with medications, food and basic household essentials
- Financial management training and credit/debt counseling
- Computer skills building
- Legal assistance
- GED preparation + test
- Resume building and job preparation
- Hurricane preparedness
- Health and nutrition courses
- Mobile medical services
- Housekeeping
- Sobriety meetings and support groups
- Bible studies and book clubs
- Holiday meals
- Arts & craft classes
- Movie and game nights
- Hot dog/ice cream socials

This direct support allows New Hope to circumvent any problems that may arise as a result of being poor, elderly, and/or suffering from mental health disabilities. Our RSP design has been created based on the diverse needs of our residents – as they vary amongst all of our properties.

Upon moving in to a New Hope property, residents must meet with a RSP staff member in order to receive their mailbox key. This ensures all residents receive a needs assessment. Program staff works with them to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan for remaining in stable housing. Of course, all services are FREE and voluntary.

The on-site property management staff works closely with the Resident Services staff (who acts as the project administrator) to help integrate new residents into the SRO community.

### **Financial Literacy and Money Management Training**

It is not enough to simply place individuals in housing. They must be equipped with the resources and tools to remain in stable housing. If the average New Hope SRO resident earns less than \$10,000 per year and also experiences issues with substance abuse, financial management, or lack of education, then their ability to achieve self-sufficiency is at an even greater risk.

The Resident Services Program staff offers themselves and also collaborates with area banks and individual volunteers, who are experienced in the field of financial literacy training and money management. Training includes opening a checking/savings account and balancing a check book; reading bank statements; educating residents on ways to save/invest; on-line banking; credit counseling, which includes an overview of credit and credit reports and counseling to repair credit; budgeting; consumer awareness; and, early signs of debt problems and planning strategies. Tax preparation assistance is also offered. Better Business Bureau credit counseling services are also offered to residents.

### **Bona Fide Service Coordinator/Social Worker Available**

Under the umbrella of our RSP, the Service Coordinator/Social Worker coordinates access to important community services (whether offered in-house or off-site) and is a key figure to whom residents can turn if they face special difficulties. They are on site 5 days per week (shifts vary so staff is onsite every day of the week), and have on-call service, if needed.

Once an individual is accepted as a New Hope resident, they meet with a service coordinator/social worker for a needs assessment. They work with residents to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan/treatment plan for remaining in stable housing. Depending on personal circumstances, the plan may include a work plan, savings plan, and an earnings plan, which would be coordinated with the financial literacy classes.

Their individual development plan puts into place benchmarks for achievement in key areas of their lives – personal, health, economic and socialization. Regular follow-up visits are conducted to monitor progress and evaluate effectiveness of the program as it pertains to each individual. At each step of meeting their benchmarks, they refine and strategize – if necessary. If they encounter problems along their path, they are not kicked off the road, but rather equipped with tools and resources to remain on the path of their life plan.

### **Services Economically Empower Residents**

The services we provide our residents each economically empower our residents. The RSP serves such a vital role in helping individuals get out of that vicious cycle of homelessness. They are able to benefit from services that guide them to live on limited incomes, or prevent them from losing their jobs and earning more income that then helps them stabilize their lives, and move to market rate housing or reconnect with families and friends.

A unique benefit of New Hope's Empowerment Services Plan is that it caters to two groups of vulnerable individuals living on extremely limited incomes: those whose long-range special needs require permanent housing with some type of ongoing support service, and those whose need is for transitional housing while they work with our RSP to get their lives back on track. By living in a stable environment and having access to empowerment/support services, residents are able to build their own skills and knowledge and become economically empowered.

By having access to financial literacy training and life skills classes, residents gain professional development and life skills to help them secure employment and maintain employment, which can lead to the potential increase in income and benefits; learn how to better structure their finances so they can pay off any debt and maintain finances so that they can have a healthy, viable, and productive future; and, by living in an environment where they can receive drug and alcohol counseling, a resident can learn to live a life of sobriety and off the streets. When sober and healthy, residents can make more intelligent financial decisions.

By having access to these empowerment services, residents strengthen their professional, legal, and health skills so that they can sustain their path of self-sufficiency. Realizing the path of our residents is not always a straight path, the RSP acts as a cushion along the way to help them move forward. They help eliminate obstacles in order to achieve goals, learning the best way to work through problems without reverting back to old habits.

It is important to note that our residents are not in a shelter. They come to New Hope at a different point in their lives where they desire self-sufficiency and stability, and we are able to offer them the resources to help achieve their personal goals – economically empowering them.

*How tenants/program participants are notified of availability of services:*

As part of new resident orientation, individuals are informed of New Hope's RSP and the empowerment services offered. As previously stated, in order to receive their mailbox keys, residents must meet with a RSP staff member. Additionally, a sign-up sheet is maintained at the front desk, which is staffed 24/7, for residents to schedule meetings with RSP staff.

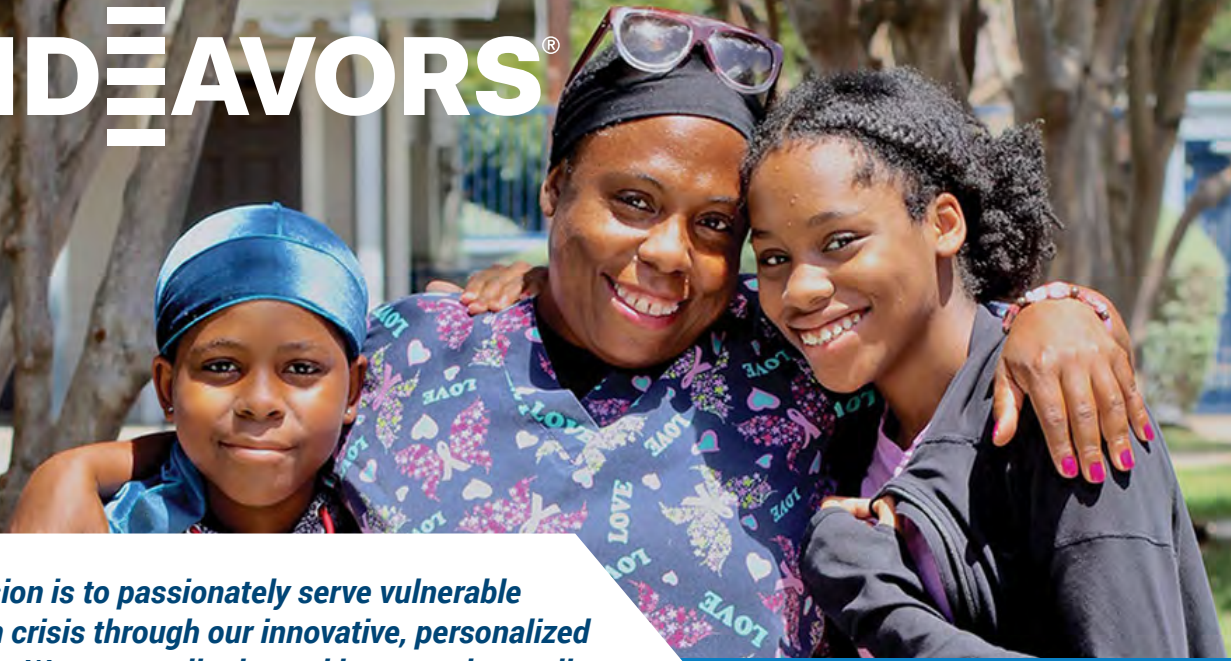
All residents are notified of available services and scheduled activities in a variety of ways: posting on bulletin boards, which are located in common areas where residents pass on a regular basis, as well as brochures and flyers made available at the front desk. For each program/class that is offered, flyers are also posted on the doors of each resident unit.

*How New Hope will ensure delivery of services to the tenants:*

New Hope will ensure delivery of services to the tenants throughout the compliance period at no charge to the resident. Resident services staff will direct/administer the training classes; provide instructional materials for the life skills and education services; and, offer follow-up counseling. Resident services staff also track participation and outcomes through a social services software system.



# ENDEAVORS®



***Our mission is to passionately serve vulnerable people in crisis through our innovative, personalized approach. We restore dignity and improve the quality of life for the vulnerable people we serve through the benefits of our programs.***

We work with a servant philosophy and focus on helping one person at a time, whether they are Veterans and their families, people experiencing homelessness, adults with disabilities, victims of disaster, children or migrants.

## ***Pillars of Service***

***Community Services*** - Housing and employment for Veterans, families, seniors, children, and individuals requiring case management, clinical services, and life-skills training.

***Veteran Services*** - Homelessness prevention/stabilization, parenting programs, financial assistance, and behavioral healthcare for Veterans and their families.

***Emergency Services*** - With a proven track record in disaster relief and recovery, Endeavors steps up to help our community's most vulnerable individuals, including victims of hurricanes, tornadoes, public health crises, and inclement weather.

***Migrant Services*** - Direct care, migrant wellness support, case management, home study and post-release services, staffing, and holistic programming for unaccompanied migrant children and families.

## **CORE COMPETENCIES**



Case management



Rapid response



Mental health & wellness

## **ABOUT ENDEAVORS**

***In 2021, Endeavors served  
80,000 clients  
across 18 states and one  
U.S. territory.***

Source: Endeavors 2021 Annual Report

Our teams leverage diverse leadership experience, innovative technology and community partnerships to improve our clients' quality of life. We identify the root causes of the issues our clients face and connect those individuals with holistic services and recovery plans that lead to positive outcomes.

## **CORE VALUES**



Accountability



Care & compassion



Teamwork



Commitment to  
making a difference



Community  
involvement



info@endeavors.org



(210) 431-6466



endeavors.org



**Endeavors' Emergency Rapid Deployment services maintain a staff of more than 1,600 professional reservists throughout the United States who are ready to deploy within 72 hours, 365 days a year in the event of a natural disaster, crisis emergency response or pandemic emergency response.**

*Endeavors uses its community partnerships and case-management approach to quickly deliver emergency relief in disaster areas.*

## DISASTER RECOVERY

Endeavors provides client-focused services, such as assistance developing recovery plans, creating safe environments and providing resource referrals for individuals impacted by natural disasters. In addition, we specialize in shelter operations.

## RAPID RESPONSE

The organization is always at the ready and effectively connects victims with the services they need for short- and long-term recovery. Our reservists are screened through a federal criminal background check and maintain certifications and high levels of proficiency in behavioral management, crisis intervention and trauma response. Many of our staff are bilingual and hold state teaching and aide certifications.

*Source: Endeavors 2021 Annual Report*

## EMERGENCY SERVICES



**2,165,319** hours served



**11,697** clients assisted



**16** emergency shelters staffed

**1,046** reservists deployed

**5,038** people housed in response to emergencies

**Texas, Florida, North Carolina, and Puerto Rico**

*provided with emergency services*

**\$2,751,160.51**

*provided in disaster resources*

**3,859** people received disaster-related assistance in response to

**Hurricanes Harvey and Imelda**



**Endeavors provides case management, professional management and crisis intervention for individuals experiencing homelessness, trauma or other emergency need. Endeavors also provides employment opportunities for people with disabilities.**

## COMMUNITY SERVICES

### HOMELESSNESS

Endeavors addresses homelessness with proactive case management by first providing rapid re-housing and then connecting clients to holistic services that address the root problems of homelessness. Endeavors operates **two permanent supportive housing facilities** in North Carolina and Texas for chronically homeless single mothers who suffer from mental illness and their children, as well as permanent supportive housing for men with mental illness in San Antonio. Through our **Youth Resilient Project and Providing Sustainable Hope Program**, we rapidly re-house youth and young adults, and chronically homeless adults with disabilities. In addition, we assist Veterans affected by the pandemic with housing in 96 Texas counties using COVID-19-related grant funding.

 **\$2,046,610** rental/mortgage assistance distributed

**941** clients provided with rent or mortgage assistance through the COVID-19 Housing Assistance Program (CHAP)


**57.2%** of housing clients fall below the poverty line




**632** people housed through 10 programs in TX and NC

### ASSESSMENT/HOME STUDY REPORTS

As an experienced Texas Department for Family and Protective Services home-study contractor, Endeavors conducts assessments for foster care and domestic adoptions across Texas. These essential services improve the quality of life for thousands of children each year.


 **3,218** home studies and reports submitted in 65 Texas counties


 **98%** satisfaction rate from the Texas Department of Family and Protective Services

 **96** counties served across TX

### ENDEAVORS UNLIMITED

Through the Endeavors Unlimited program, we provide training and employment opportunities for disabled employees and commercial services for businesses and government entities throughout Texas.

 **43** commercial, state, and federal employers served across **4** of the largest metropolitan areas in Texas

 **3,800** hours of job-skills training delivered to employees

Source: Endeavors 2021 Annual Report



**Endeavors is the largest provider of Supportive Services for Veteran Families and Cohen Veteran Network mental health clinics in Texas. The state of Texas is home to the second largest population of Veterans in the nation.**

## VETERAN SERVICES

### VETERAN SUPPORTIVE SERVICES

Endeavors rapidly rehouses or prevents homelessness among Veterans and their families on behalf of the Veterans Administration. Endeavors builds individual recovery plans that help Veterans obtain VA benefits, retain housing, and access stabilization services and other public benefits.

**2,897** Veterans and families served

| **105** counties served in Texas

**\$4,073,905** distributed to Veterans

*Endeavors provides homelessness prevention/stabilization, parenting programs, financial assistance and mental healthcare for Veterans and their families.*

### STEVEN A. COHEN MILITARY FAMILY CLINICS

Endeavors operates **3** of the nation's **23** Steven A. Cohen Military Family Clinics. Located in **San Antonio, El Paso** and **Killeen, Texas**, these clinics provide free and low-cost counseling, life-skills courses, and mental-health services for post 9/11 Veterans and their families, and active-duty members and their dependents.

**14,135** Cohen Clinic sessions completed **94%** as telehealth

**2,815** clients served

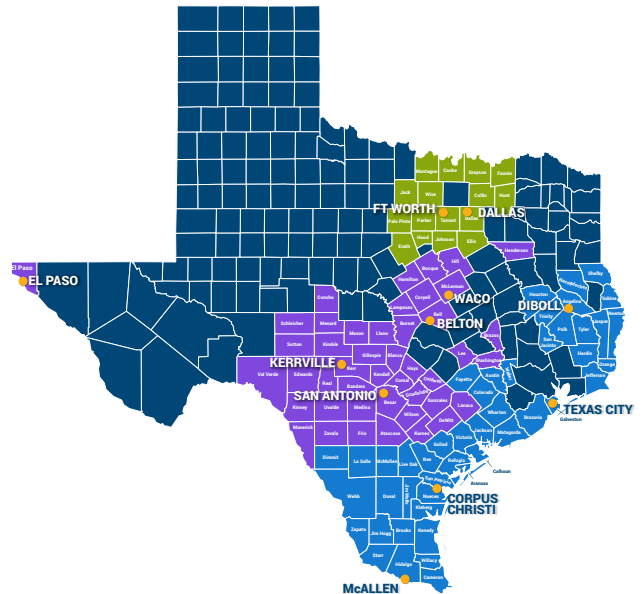
**698** in El Paso

**572** in Killeen

**1,545** in San Antonio

**368** life skills sessions and events hosted for **9,200** people (virtually and in-person)

**61** support groups facilitated



### VETERAN WELLNESS CENTER

We also operate our own **20,000 sq. ft.** Veteran Wellness Center – the first of its kind in Texas – where we provide holistic mental-health and wellness services for Veterans and their families.

**321** clients served

**81% Veterans**

**16% Family/Caregivers**

**3% Other**

**110** trainings for **1,703** people

Source: Endeavors 2021 Annual Report

# ENDEAVORS®

*Our mission is to passionately serve vulnerable people in crisis through our innovative, personalized approach. We restore dignity and improve the quality of life for the vulnerable people we serve through the benefits of our programs.*

Since 2021, over

**85,000 people**

served, including over 57k children

## MIGRANT WELLNESS SERVICES (MWS)

We serve clients nationwide who are enrolled in ICE's Alternatives to Detention Program, most of whom have come to the United States after experiencing trauma, witnessing violence and war, and/or living in refugee camps with limited resources and very limited health care access and educational support. Endeavors helps address their health and psychosocial needs by providing a team of specifically trained and licensed clinicians with experience in victim services, therapeutic regimens, and recognizing human trafficking indicators. Our team provides high-quality, trauma-informed, and culturally and linguistically appropriate mental health care to migrant families navigating the U.S immigration process, including:

- Parenting Education/Training
- Family and Individual Therapy
- Trafficking Screenings
- Mental Health Evaluation
- Repatriation Orientations and Education

## HOME STUDY AND POST RELEASE SERVICES (HSPRS)

Endeavors provides case managers nationwide to conduct home studies and post-release services to unaccompanied children and their sponsors.

- Home Studies: While a minor is in the ORR shelter, a Home Study can be completed by a case manager to determine the suitability of the sponsor.
- Post-Release Services: After the minor is released from a shelter, post-release services can be provided for up to 6 months to ensure the minor's well-being and safety.

## MIGRANT SERVICES

### Our History

Founded in 1969 in San Antonio, Texas, Endeavors launched the Migrant Services Division in January 2021 after a decade of work providing services and to unaccompanied migrant children.

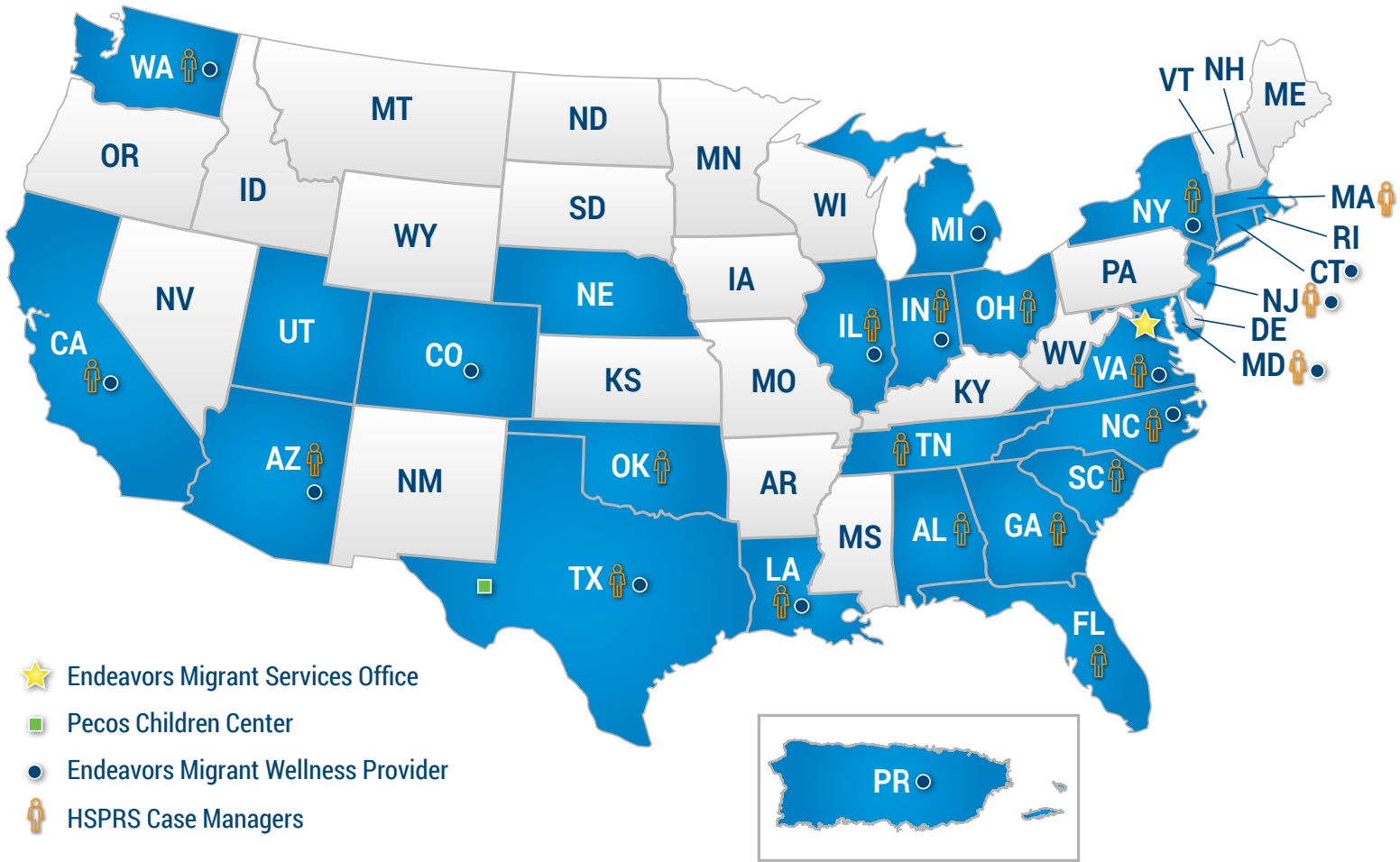
### Who Do We Serve?

- Asylum-Seeking Families who arrive to the U.S. seeking protection due to dangers in their home country and receive services while they are legally residing in the United States awaiting their immigration proceedings
- Unaccompanied Migrant Children – children who arrive at the border without a parent or guardian and are reunited with a family member or sponsor in the U.S.

## PECOS CHILDREN'S CENTER (PCC)

PCC is an ORR Influx Care Facility (ICF) that opened April 6, 2021 with a maximum capacity of 3,000 beds. We provide unaccompanied migrant children (ages 13-17) with a safe, nurturing, and supportive environment that is centered on child's well-being as they await reunification with family.

- Reunification case management
- Medical and mental health services
- Lodging and meals
- Education, recreation, and programming
- Legal and Rights Orientations



# ENDEAVORS®

*Migrant Services' mission is to serve and support migrant children, adults, and families through impartial and bold one-on-one services and programs. We serve with empathy and care that is informed by a deep understanding of the migrant story.*

## Migrants served

*from over 56 countries*

📍 *Top countries of origin: Guatemala, Honduras, Brazil*

## Collaborating

*with Over 30 partner organizations*



***We aim to improve the quality of life for those we serve. In an effort to do this, Endeavors provides Behavioral Health services both virtually and in person for individuals with severe, chronic, and/or co-occurring disorders.***

***Staff members are trained to provide the below services:***

- » Outpatient mental health for individuals, groups, and families
- » Grief counseling
- » Substance use disorder screenings
- » Suicide prevention protocols and screenings
- » Case management to support resource needs, access to medications, and specialty providers
- » Wellness activities like meditation and physical fitness exercises
- » Brief interventions to address acute traumatic experiences

**MENTAL HEALTH PROVIDERS HAVE ACCESS TO:**

- » Electronic health records to capture all documentation, consent for treatment, HIPAA, and PII secure
- » Evidence-based interventions, standardized intake, symptom-specific measurement tools, and symptom reduction-focused care with repeat measures to track outcomes



**BEHAVIORAL HEALTH**

**ZERO SUICIDE INITIATIVE:**

- » At Endeavors, we believe suicide is preventable when we utilize an upstream public health approach of identification and provide proper access to resources and support to people. To address this, we provide the following services:
- » Suicide prevention training for individuals
- » Zero suicide framework implementation for organizations

***Driven by the vision to restore and improve quality of life, Endeavors approaches Behavioral Health from a standpoint of holistic wellness. We seek to address quality of life from multiple angles, including: mind-body, connectedness, spiritual, environmental, economic, and knowledge.***



# Rental Housing Development Assistance Application

## The Roz



5a. Appraisal

See attached.

5501-A Balcones Dr. #302  
Austin, TX 78704





# Rental Housing Development Assistance Application

## The Roz



### 5b. Property Maps

5501-A Balcones Dr. #302  
Austin, TX 78704



# FloodPro

I want to...

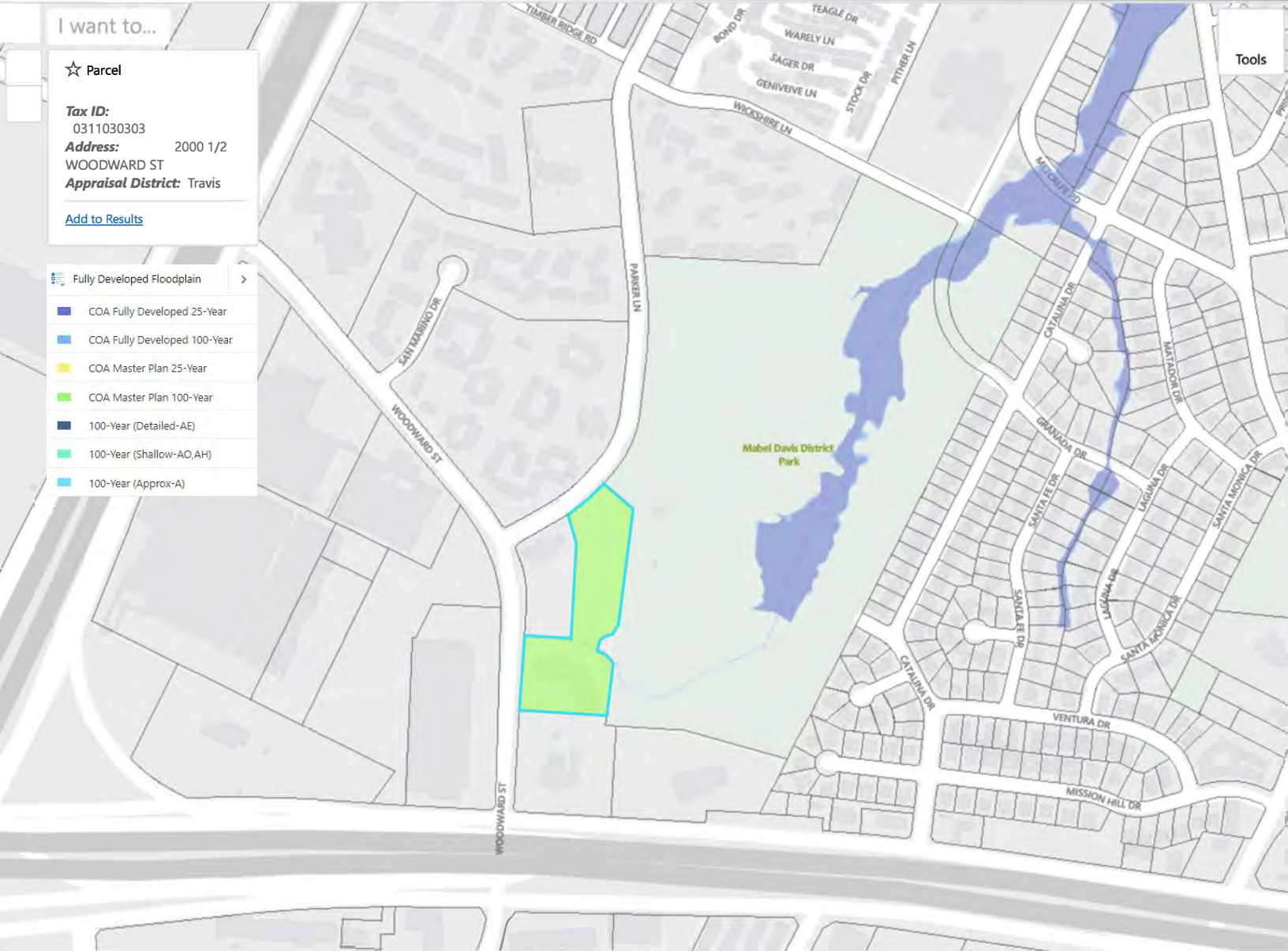
☆ Parcel

**Tax ID:**  
0311030303  
**Address:** 2000 1/2  
WOODWARD ST  
**Appraisal District:** Travis

[Add to Results](#)

- Fully Developed Floodplain
- COA Fully Developed 25-Year
- COA Fully Developed 100-Year
- COA Master Plan 25-Year
- COA Master Plan 100-Year
- 100-Year (Detailed-AE)
- 100-Year (Shallow-AO,AH)
- 100-Year (Approx-A)

Tools



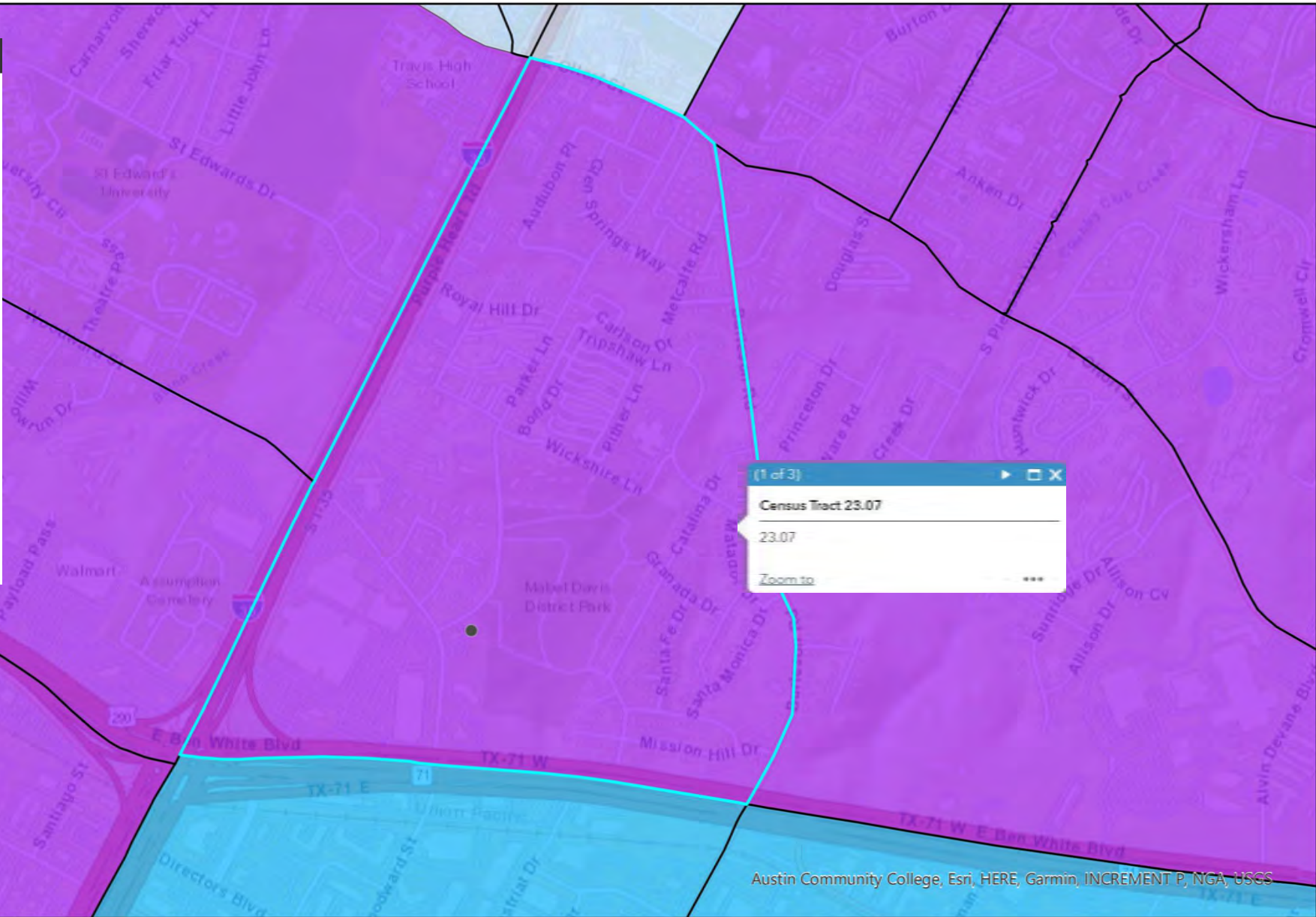
0 200 400ft

**Legend**

**Census Tracts 2020**

**City Council Districts**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10



Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



12 January 2023








# Census Tract & Council District Map

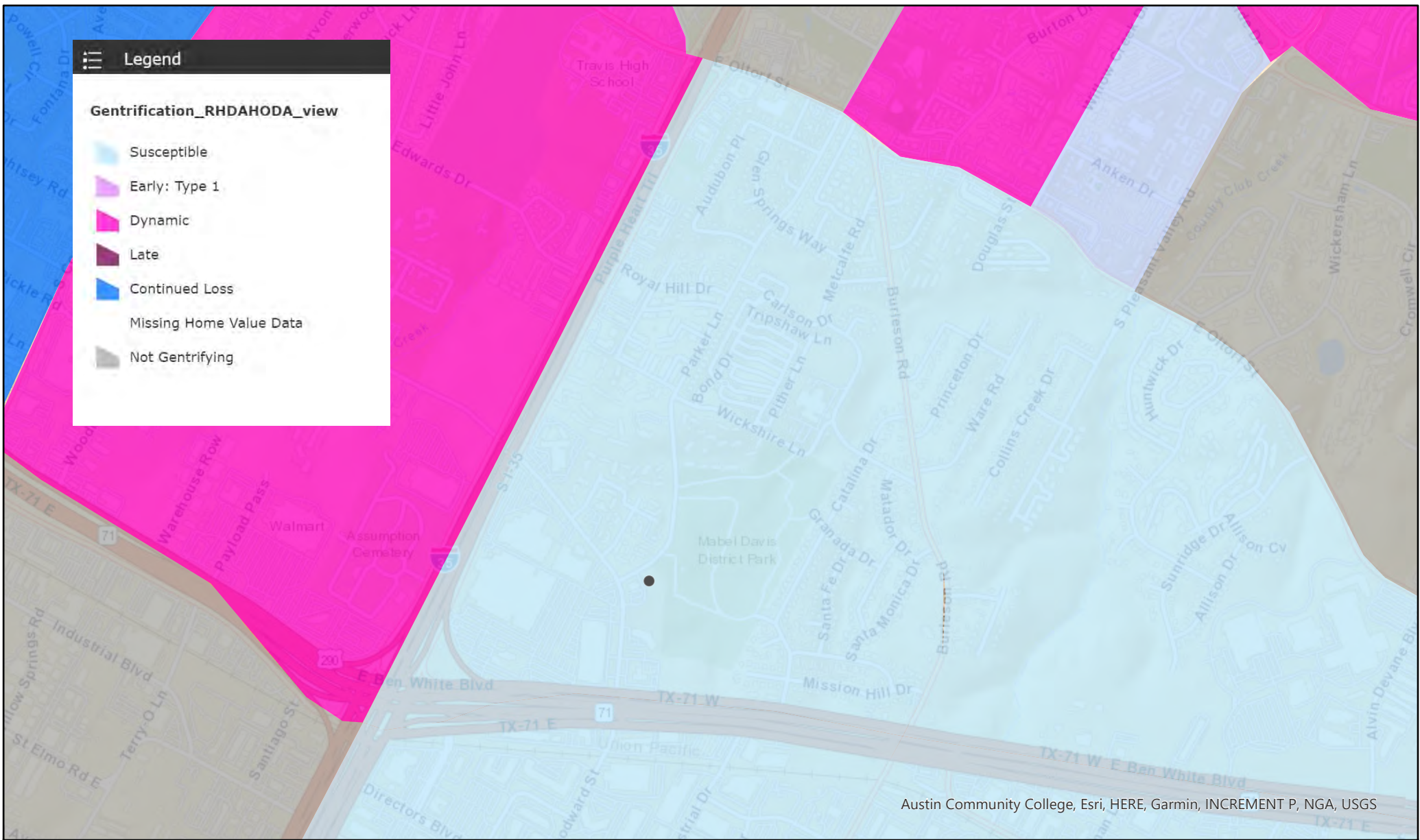


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**Legend**

**Gentrification\_RHDAHODA\_view**

-  Susceptible
-  Early: Type 1
-  Dynamic
-  Late
-  Continued Loss
-  Missing Home Value Data
-  Not Gentrifying

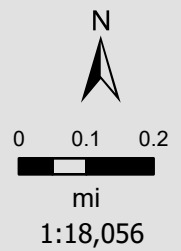


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



# Displacement/Gentrification Risk Map

12 January 2023

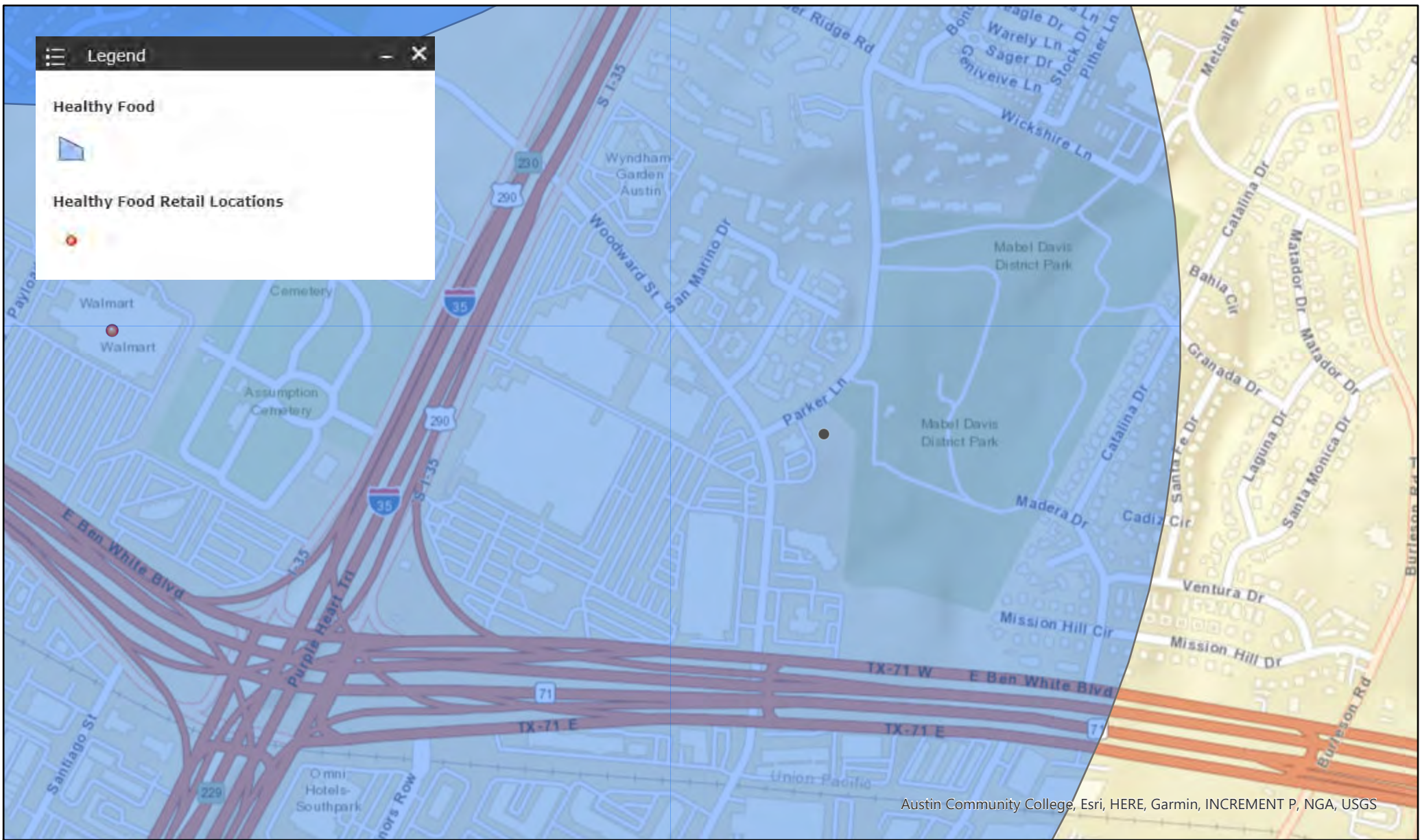


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**Legend**

**Healthy Food**

**Healthy Food Retail Locations**

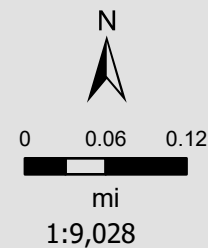


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



# Healthy Food Access Map

13 January 2023



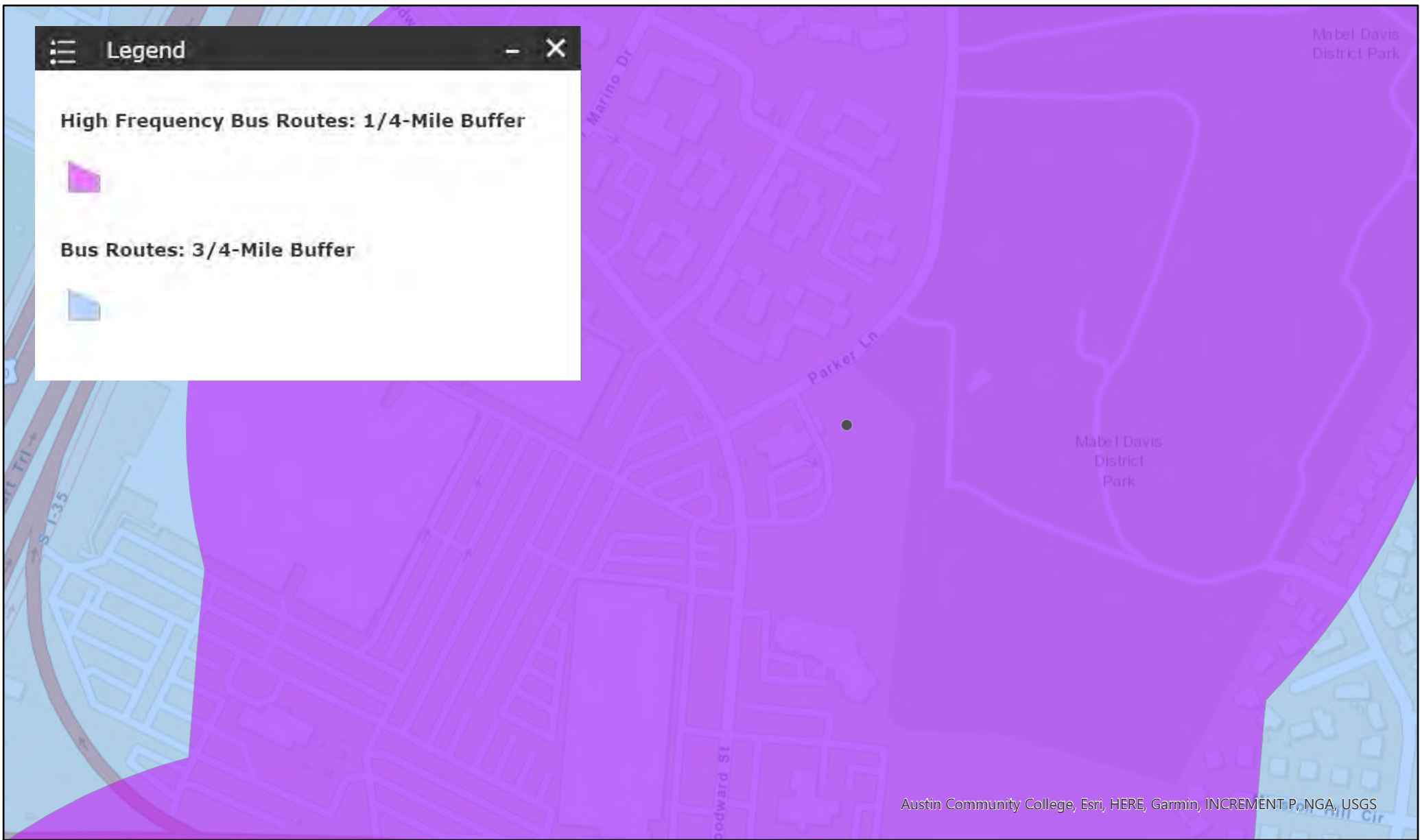
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**Legend**

**High Frequency Bus Routes: 1/4-Mile Buffer**



**Bus Routes: 3/4-Mile Buffer**

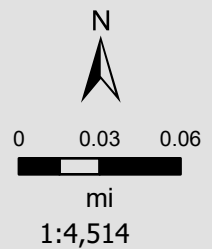



Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

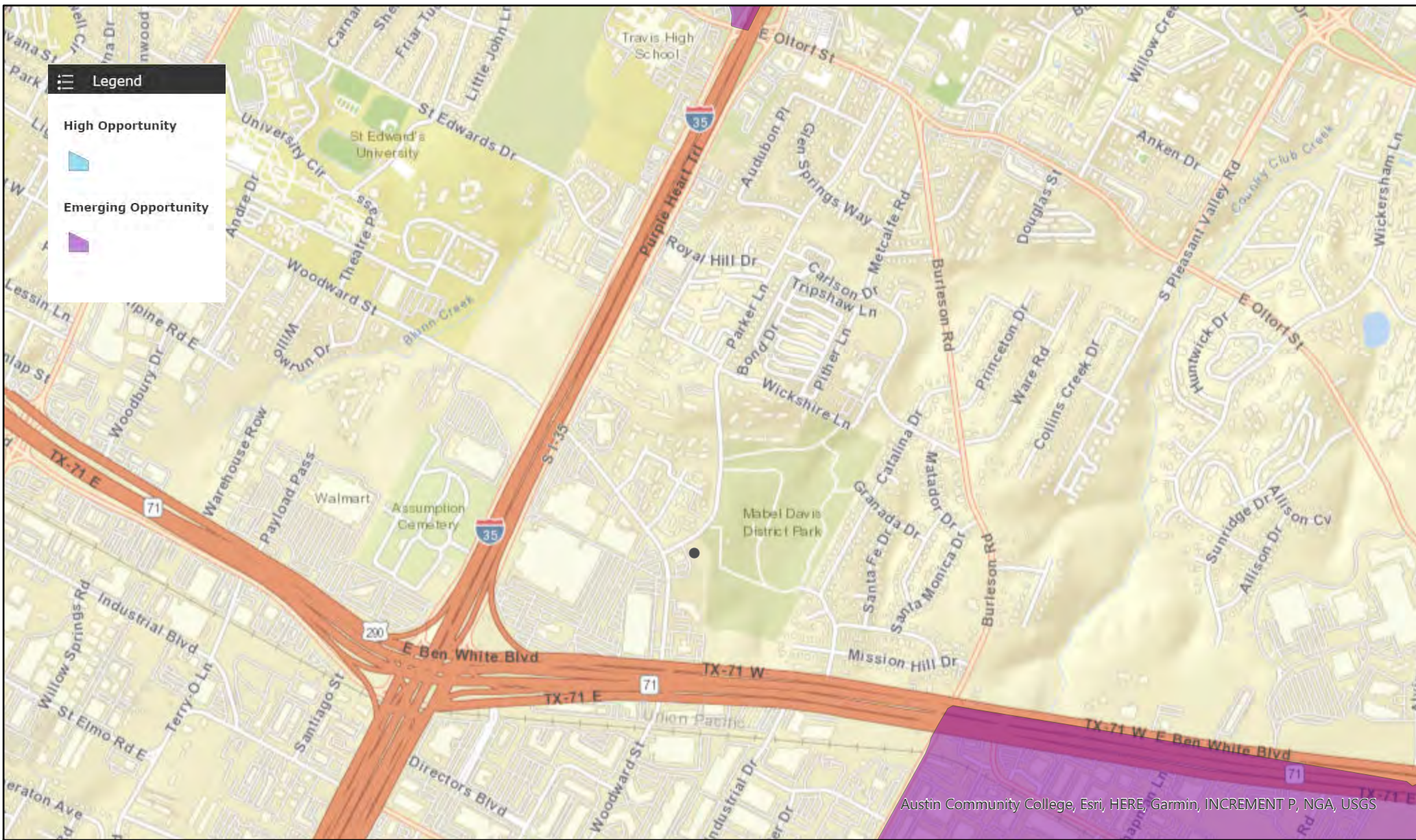


# Map Showing Properties with High-Frequency Transit Stops within 0.25-mile walking distance & Transit Stops within 0.75-mile walking distance

12 January 2023



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Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



# High Opportunity Census Tracts

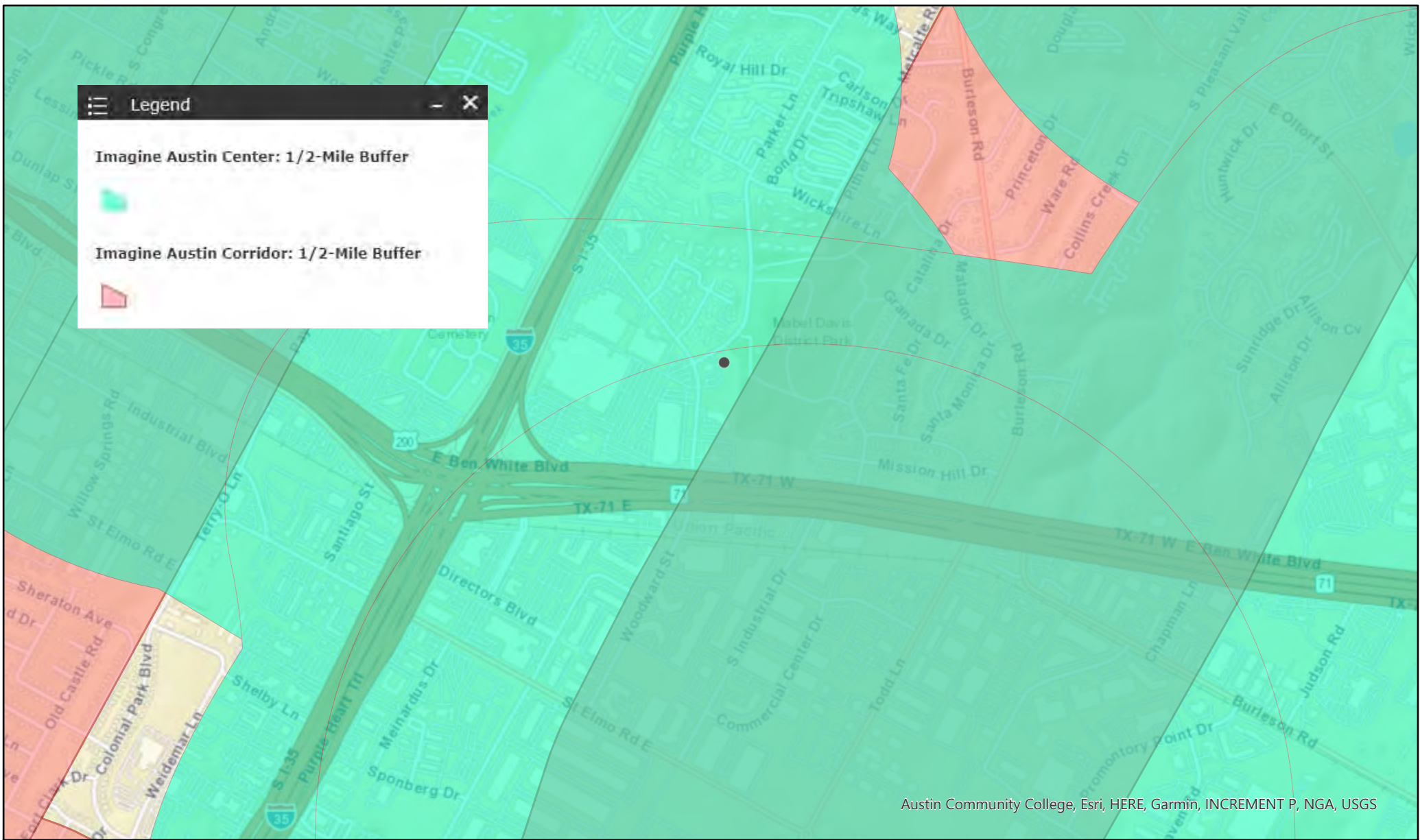
12 January 2023



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**Legend**

- Imagine Austin Center: 1/2-Mile Buffer
- Imagine Austin Corridor: 1/2-Mile Buffer

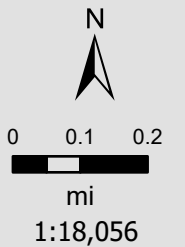


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



# Imagine Austin Centers and Corridors

12 January 2023

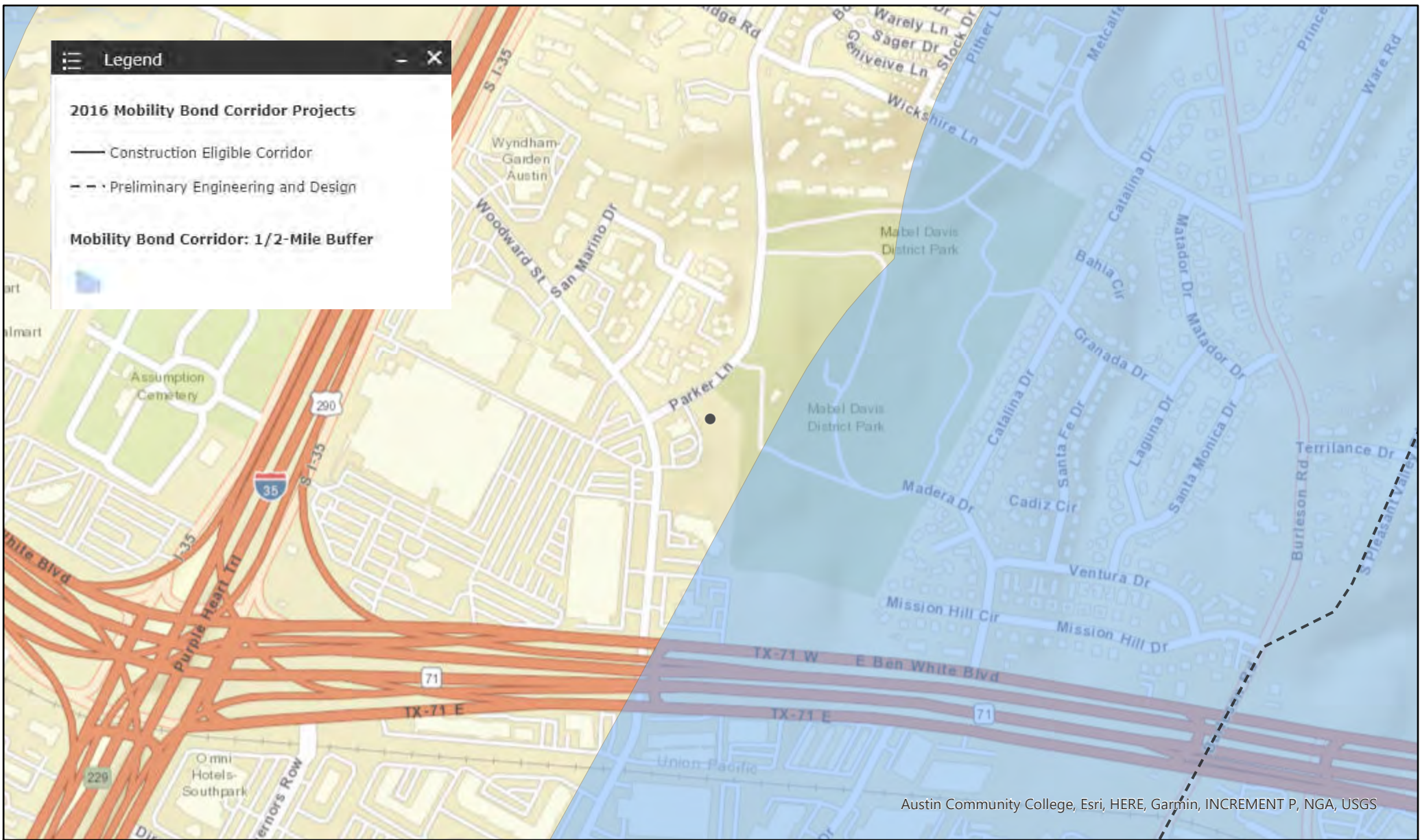


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**Legend**

- 2016 Mobility Bond Corridor Projects**
  - Construction Eligible Corridor
  - - - Preliminary Engineering and Design
- Mobility Bond Corridor: 1/2-Mile Buffer**

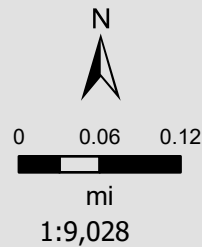


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



12 January 2023

# Mobility Corridor Map



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# Rental Housing Development Assistance Application

## The Roz



### 5c. Zoning Verification Letter

5501-A Balcones Dr. #302  
Austin, TX 78704



# Property Profile Report

## General Information

Location: **3435 PARKER LN**  
Parcel ID: **0311030303**  
Grid: **MJ18**

## Planning & Zoning

\*Right click [hyperlinks](#) to open in a new window.

Future Land Use (FLUM): **Commercial, Mixed Use, Recreation & Open Space**

Regulating Plan: **No Regulating Plan**

Zoning: **GR-MU-CO, P-NP**

Zoning Cases: [C14-01-0081](#)  
[C14-06-0017.SH](#)

Zoning Ordinances: **010719-147**  
[20060420-071](#)  
[20061116-056](#)

Zoning Overlays: **Residential Design Standards: LDC/25-2-Subchapter F Selected Sign Ordinances**

Neighborhood Plan: [PARKER LANE](#)

Infill Options: **Small Lot Amnesty Infill Option, Parking Placement/Imp Cover Design Option, Garage Placement Design Option**

Neighborhood Restricted Parking Areas: **E. Riverside/Oltorf NPA**

Mobile Food Vendors: **East Riverside/Oltorf Combined NPA**

Historic Landmark: **--**

Urban Roadways: **Yes**

## Zoning Guide

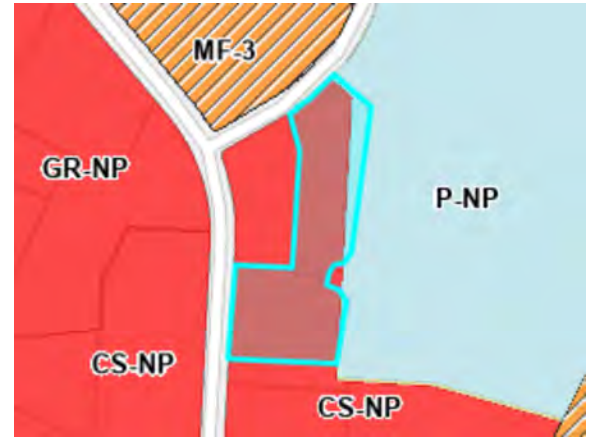
The [Guide to Zoning](#) provides a quick explanation of the above Zoning codes, however, the [Development Assistance Center](#) provides general zoning assistance and can advise you on the type of development allowed on a property. Visit [Zoning](#) for the description of each Base Zoning District. For official verification of the zoning of a property, please order a [Zoning Verification Letter](#). General information on the [Neighborhood Planning Areas](#) is available from Neighborhood Planning.

## Environmental

Fully Developed Floodplain: **No**  
FEMA Floodplain: **No**  
Austin Watershed Regulation Areas: **SUBURBAN**  
Watershed Boundaries: **Country Club West**  
Creek Buffers: **No**  
Edwards Aquifer Recharge Zone: **No**  
Edwards Aquifer Recharge Verification Zone: **No**  
Erosion Hazard Zone Review Buffer: **No**

## Political Boundaries

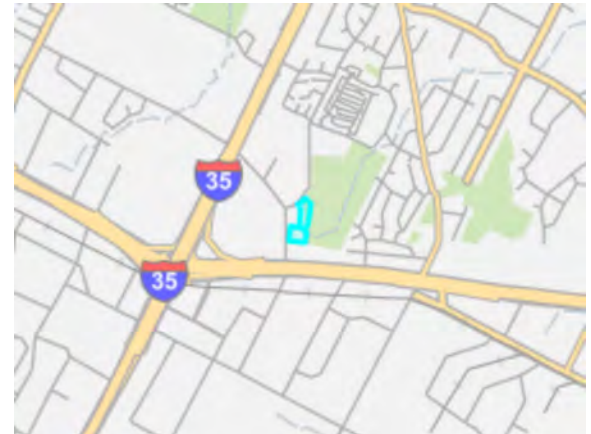
Jurisdiction: **AUSTIN FULL PURPOSE**  
Council District: **3**  
County: **TRAVIS**  
School District: **Austin ISD**  
Community Registry: **Austin Independent School District, Austin Lost and Found Pets, Austin Neighborhoods Council, Burleson Parker Neighborhood Associations, Crossing Gardenhome Owners Assn. (The), Del Valle Community Coalition, East Riverside/Oltorf Neighborhood Plan Contact Team, Friends of Austin Neighborhoods, Homeless Neighborhood Association, Neighborhood Empowerment Foundation, Pleasant Valley, Preservation Austin, SELTexas, Sierra Club, Austin Regional Group, Southeast Austin Neighborhood Alliance**



Zoning Map



Imagery Map



Vicinity Map

**ORDINANCE NO. 20060420-071**

**AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 3435 PARKER LANE FROM MULTIFAMILY RESIDENCE LIMITED DENSITY (MF-1) DISTRICT TO COMMUNITY COMMERCIAL-MIXED USE-CONDITIONAL OVERLAY (GR-MU-CO) COMBINING DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from multifamily residence limited density (MF-1) district to community commercial-mixed use-conditional overlay (GR-MU-CO) combining district on the property described in Zoning Case No. C14-06-0017.SH, on file at the Neighborhood Planning and Zoning Department, as follows:

Tract One: A 2.772 acre tract of land, more or less, out of Lot 2, Parker at Woodward Subdivision in Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this ordinance; and

Tract Two: A 1.675 acre tract of land, more or less, out of Lot 2, Parker at Woodward Subdivision in Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "B" incorporated into this ordinance (the "Property"),

locally known as 3435 Parker Lane, in the City of Austin, Travis County, Texas, and generally identified in the map attached as Exhibit "C".

**PART 2.** The Property within the boundaries of the conditional overlay combining district established by this ordinance is subject to the following conditions:

1. The following uses are prohibited uses of the Property:

Automotive rentals	Automotive repair services
Automotive sales	Automotive washing (of any type)
Bail bond services	Exterminating services
Pawn shop services	Service station
Commercial off-street parking	Administrative and business offices

Business or trade school	Business support services
Communication services	Consumer convenience services
Consumer repair services	Financial services
General retail sales (general)	General retail sales (convenience)
Hotel-motel	Restaurant (general)
Indoor entertainment	Indoor sports and recreation
Medical offices (exceeding 5000 sq.ft. gross floor area)	Outdoor sports and recreation
Pet services	Personal improvement services
Software development services	Research services
Communication service facility	Theater
Cultural services	Counseling services
Day cares services (general)	Day cares services (commercial)
Guidance services	Day care services (limited)
Local utility services	Hospital services (limited)
Private secondary educational facilities	Private primary educational facilities
Public secondary educational facilities	Public primary educational facilities
Safety services	Residential treatment
Off-site accessory parking	Urban farm
Funeral services	Restaurant (limited)

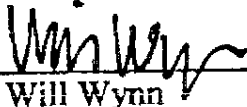
2. Drive-in service is prohibited as an accessory use to a commercial use.
3. The following applies to Tract One.
  - a) The maximum number of residential units is 70 dwelling units.
  - b) The maximum impervious cover is 50 percent.
  - c) A commercial use may not exceed 2,000 square feet of gross floor area.
4. The following applies to Tract Two.
  - a) The maximum height of a building or structure is 45 feet from ground level.
  - b) The maximum impervious cover is 55 percent.
  - c) The maximum number of residential units is 17 dwelling units per acre.
  - d) The maximum number of residential units is 28 dwelling units.

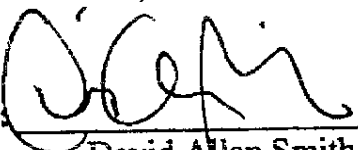
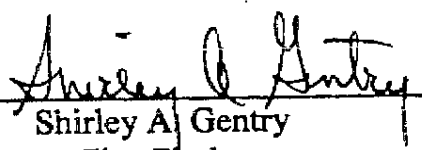
e) A commercial use may not exceed 2,000 square feet of gross floor area.

Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the community commercial (GR) base district and other applicable requirements of the City Code.

**PART 3.** This ordinance takes effect on May 1, 2006.

**PASSED AND APPROVED**

\_\_\_\_\_ April 20 \_\_\_\_\_, 2006      §  
   §  
   § \_\_\_\_\_   
   Will Wynn  
   Mayor

**APPROVED:**  \_\_\_\_\_ **ATTEST:**   
   David Allan Smith     Shirley A. Gentry  
   City Attorney     City Clerk

## EXHIBIT A

**METES AND BOUNDS DESCRIPTION  
72,947 SQUARE FEET (1.675 ACRES)  
OUT OF LOT 2 OF PARKER AT WOODWARD SUBDIVISION  
TRAVIS COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 72,947 SQUARE FEET OR 1.675 ACRES, MORE OR LESS, OUT OF LOT 2, PARKER AT WOODWARD SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT No. 200100234 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 72,947 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod found at the northeast corner of said Lot 2, in the south line of Parker Lane, at the most westerly corner of a tract called 50.03 acres in a deed to the City of Austin of record in Volume 4954, Page 1106 of the Travis County Deed Records, now known as Mabel Davis Park, for the northeast corner and **POINT OF BEGINNING** hereof

**THENCE** with the west line of said 50.03 acres and east line of said Lot 2,  $S44^{\circ}43'23''E$  for a distance of 94.85 feet to an iron rod found in concrete at an angle point

**THENCE** continuing with said line  $S06^{\circ}16'00''W$  for a distance of 405.09 feet to a calculated point for the southeast corner hereof

**THENCE** through said Lot 2,  $N83^{\circ}28'50''W$  for a distance of 165.00 feet to a calculated point in the west line of Lot 1 of said subdivision for the southwest corner hereof

**THENCE** with the east line of said Lot 1 of Parker at Woodward Subdivision and a west line of said Lot 2,  $N06^{\circ}16'00''E$  for a distance of 223.78 feet to a capped iron rod set at an angle point in said line for an angle point hereof

**THENCE** continuing with said line  $N13^{\circ}57'32''W$  for a distance of 121.29 feet to a capped iron rod set in the south line of Parker Lane at the northeast corner of said Lot 1 of Parker at Woodward Subdivision and the northerly northwest corner of said Lot 2, for the northerly northwest corner hereof

**THENCE** with the north line of said Lot 2 and south line of Parker Lane, along the arc of a curve to the left whose radius is 692.99 feet and whose chord bears  $N52^{\circ}45'27''E$  for a distance of 183.70 feet to the **POINT OF BEGINNING** hereof and containing 72,947 square feet or 1.675 acres of land, more or less.

Prepared this the 30<sup>th</sup> of March, 2006 from previous surveys made by the undersigned.

Michael Sanford, P.L.S. 3693



## EXHIBIT B

**METES AND BOUNDS DESCRIPTION  
120,755 SQUARE FEET (2.772 ACRES)  
OUT OF LOT 2 OF PARKER AT WOODWARD SUBDIVISION  
TRAVIS COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 120,755 SQUARE FEET OR 2.772 ACRES, MORE OR LESS, OUT OF LOT 2, PARKER AT WOODWARD SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT No. 200100234 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 120,755 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod found at the northeast corner of said Lot 2, in the south line of Parker Lane, at the most westerly corner of a tract called 50.03 acres in a deed to the City of Austin of record in Volume 4954, Page 1106 of the Travis County Deed Records, now known as Mabel Davis Park; Thence with the west line of said 50.03 acres and east line of said Lot 2,  $S44^{\circ}43'23''E$  for a distance of 94.85 feet to an iron rod found in concrete at an angle point

THENCE continuing with said line  $S06^{\circ}16'00''W$  for a distance of 405.09 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof

THENCE continuing with said line,  $S06^{\circ}16'00''W$  for a distance of 60.00 feet to a capped iron rod set stamped RPLS 3693, at the northeast corner of a 5,755 square foot portion of Lot 2 dedicated and conveyed to the City of Austin in Document No. 2005077611 of the Official Public Records of Travis County, Texas, for a corner hereof

THENCE with the north, west and south lines of said 5,755 square foot parcel, the following 6 calls:

1.  $S33^{\circ}49'01''W$  for a distance of 43.97 feet to a capped iron rod set
2.  $S74^{\circ}33'26''W$  for a distance of 28.50 feet to a capped iron rod set
3.  $S47^{\circ}41'47''W$  for a distance of 28.84 feet to a capped iron rod set
4.  $S07^{\circ}07'42''W$  for a distance of 42.10 feet to a capped iron rod set
5.  $S66^{\circ}20'09''E$  for a distance of 39.70 feet to a capped iron rod set
6.  $S37^{\circ}09'11''E$  for a distance of 41.68 feet to a capped iron rod set in the west line of said 50.03 acre tract and east line of said Lot 2 for a corner hereof

THENCE with the west line of said 50.03 acre tract and east line of said Lot 2,  $S06^{\circ}16'00''W$  for a distance of 229.05 feet to a concrete monument found at the southeast corner of said Lot 2, at a northerly northeast corner of Lot 1 of Allied Bank Subdivision, a subdivision in Travis County, Texas, of record in Plat Book 86, Page 36A of the Travis County Plat Records, for the southeast corner hereof



THENCE with the north line of said Allied Bank Subdivision and south line of said Lot 2, N83°40'25"W for a distance of 344.85 feet to an iron rod found in the east line of Woodward Street, at the northwest corner of said Allied Bank Subdivision, at the southwest corner of said Lot 2, for the southwest corner hereof

THENCE with the east line of Woodward Street and west line of said Lot 2, N06°16'26"E for a distance of 295.75 feet to a capped iron rod set at the westerly northwest corner of said Lot 2 and southwest corner of Lot 1 of said Parker at Woodward Subdivision, for the westerly northwest corner hereof

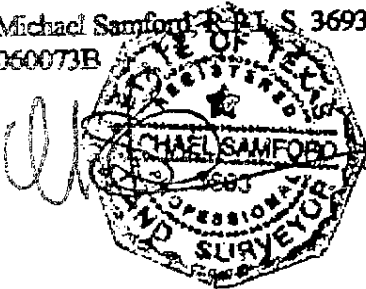
THENCE with the southerly north line of said Lot 2 and south line of said Lot 1 of Parker at Woodward Subdivision, S83°28'50"E for a distance of 179.82 feet to a capped iron rod set at an ell corner of said Lot 2 and the southeast corner of said Lot 1 of the Parker at Woodward subdivision, for an ell corner hereof

THENCE with the east line of said Lot 1 of Parker at Woodward Subdivision and a west line of said Lot 2, N06°16'00"E for a distance of 149.85 feet to a calculated point for the northwest corner hereof

THENCE crossing through said Lot 2, S83°28'50"E for a distance of 165.00 feet to the POINT OF BEGINNING and containing 120,755 square feet or 2.772 acres of land, more or less.

Prepared this the 30<sup>th</sup> of March, 2006 from previous surveys made by the undersigned.

Michael Samford, P.L.S. 3693  
060073B





# Rental Housing Development Assistance Application

## The Roz



### 5d. Proof of Site Control

5501-A Balcones Dr. #302  
Austin, TX 78704

## GROUND LEASE OPTION AGREEMENT

THIS GROUND LEASE PURCHASE OPTION AGREEMENT (this “Agreement”) is entered into as of this 22nd day of December, 2022 (the “Effective Date”) by and between AUSTIN HOUSING FINANCE CORPORATION (“Grantor”) and AHFC MABEL DAVIS NON-PROFIT CORPORATION, a Texas nonprofit corporation (“Grantee”).

### WITNESSETH:

WHEREAS, Grantor is the fee owner of real property totaling approximately 4.449 acres, located at or about 3435 Parker Lane, Austin, Texas 78741 and more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the “Land”);

WHEREAS, Grantor has agreed to lease a portion of the Land to Grantee of approximately 1.676 acres or its permitted assignee (the “Leased Premises”); and

WHEREAS, Grantee intends to construct an approximately 90 to 110-unit multifamily rental housing development (the “Development”) on the Leased Premises; and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant to Grantee an exclusive option to lease the Leased Premises, subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of the Option Price (as defined below) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Option. Grantor hereby grants to Grantee an exclusive option (the “Option”) for Grantee to lease the Leased Premises from Grantor on the terms set forth herein. This Option shall be exercised only in accordance with the terms and conditions set forth herein. Grantor agrees to not enter into any agreements, conveyances, leases, purchase agreements, options, or other contractual or real estate interests in the Leased Premises whatsoever during the Option Term (as herein defined).

2. Option Consideration. Grantor and Grantee acknowledge and agree that the payment of One Hundred Dollars (\$100.00) (the “Option Price”) by Grantee to Grantor, together with the mutual promises and covenants made herein, provide valuable consideration for the Option granted herein. The Option Price shall not be refundable.

3. Term of Agreement and Option; Termination Provisions. The term of the Option (and this Agreement) (the “Option Term”) shall commence on the Effective Date and shall terminate at 11:59 p.m. CST on March 1, 2024.

4. Manner of Exercising Option. Grantee may exercise this Option by delivering to Grantor, at any time during the Option Term, a written notice (the “Option Notice”) advising Grantor of Grantee’s election to exercise the Option. The Option Notice shall state that the Option is thereby exercised by Grantee. The leasing of the Leased Premises and by Grantee shall occur on a date designated by Grantee in the Option Notice that is no more than ninety (90) days from the date of the exercise of the Option (the “Initial Lease Date”).

5. Ground Lease Provisions. The term of the Ground Lease shall be for of 55 years from the Initial Lease Date. The initial rent payable by Grantee as tenant under the Ground Lease shall be \$1,000,000. The annual rent shall be \$20,000 per year, adjusted 3.00% per year for inflation. The Ground Lease shall be in a form approved by Grantor.

6. Division of Portion of Land. Grantee acknowledges and agrees that Grantor intends to divide the Land into two different tax parcels and lease only the Leased Premises to Grantee. Grantee agrees to lease only the Leased Premises. It is anticipated that the division of the Land into two tax parcels will occur prior to execution of the Ground Lease.

7. Ground Lease-Related Costs. All costs related to this Ground Lease Option and the leasing of the Leased Premises under the Ground Lease shall be paid by Grantee.

8. Assignment of Option. Grantee shall assign the option to The Roz Parkside, LP, upon its formation. Other than such assignment, neither party may assign its rights under this Agreement except with the prior written consent of the other party, which consent may be given or withheld in such party's sole and absolute discretion; provided that Grantor may assign this Agreement to an affiliate of Grantor without the consent of the Grantee. Any assignment or attempted assignment in violation of this Section 8 shall be null and void and shall constitute a default by the assigning party.

9. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, (d) facsimile transmission (provided that such facsimile transmission is confirmed by expedited delivery service or by mail in the manner previously described), or (e) email transmission (provided that such email transmission is confirmed by expedited delivery service or by mail in the manner previously described) sent to the intended addressee at the address set forth below, or to such other address in the continental United States or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

If to Grantor:

Austin Housing Finance Corporation  
1000 East 11th Street  
Austin, Texas 78702  
Attn: Rosie Truelove  
Phone: (512) 974-3064  
Email: [rosie.truelove@austintexas.gov](mailto:rosie.truelove@austintexas.gov)

With a copy to:

Austin Housing Finance Corporation  
General Counsel  
P.O. Box 1088  
Austin, Texas 78767-8839  
Attn: Shannon Kackley  
Phone: (512) 974-2317  
Email: [shay.kackley@austintexas.gov](mailto:shay.kackley@austintexas.gov)

If to Grantee:

AHFC Mabel Davis Non-Profit Corporation  
1000 East 11th Street  
Austin, Texas 78702  
Attn: Patrick Russell  
Phone: (512) 974-3141  
Email: [patrick.russell@austintexas.gov](mailto:patrick.russell@austintexas.gov)

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas (without regard to principles of conflicts of laws).

11. Severability. Should any provision of this Agreement be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in full force and effect and be binding upon the parties hereto as though such provisions had not been included.

12. Time of the Essence. Time is of the essence with respect to all obligations to be performed hereunder.

13. Entire Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party agrees that in entering into and taking this Agreement, it relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement, including the Exhibits, attached hereto and made a part hereof, constitutes the whole agreement of the parties and shall in no way be constituted, modified or supplemented, except by a written agreement executed by both Grantor and Grantee.

14. Further Assurances. The parties hereto covenant and agree that they will execute, deliver, and acknowledge from time to time at the request of the other, and without further consideration, all such further instruments of assignment and/or assumption as may be required in order to give effect to the transactions described herein.

15. Successors and Assigns. This Agreement is executed by, and shall be binding upon and inure to the benefit of, the parties hereto and each of their respective successors and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any other person.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall be deemed one in the same document.

17. Specific Performance. If Grantor fails to consummate the transaction contemplated under this Agreement for any reason, except Grantee's default, Grantee shall be entitled to enforce specific performance of this Agreement, without the necessity of tendering performance under this Agreement or proving that Grantee was ready, willing and able to consummate the transaction contemplated by this Agreement on the scheduled Initial Lease Date.

18. Inspections. Notwithstanding anything contained in this Agreement to the contrary, Grantee shall have the right at any time during the Option Term to make a physical inspection and assessment of the Leased Premises, including, without limitation taking of soil samples, ground water samples and other intrusive testing, upon not less than twenty-four (24) hours' prior written notice to Grantor, which may be given by email. Notwithstanding anything to the contrary contained in the foregoing, Grantee shall not make drillings or borings on the Leased Premises without first obtaining the prior written consent of Grantor, which consent shall not be unreasonably withheld. All such testing shall be at Grantee's sole expense and shall not interfere with the reasonable operations of the Leased Premises. Further, Grantee shall be solely responsible for returning the Leased Premises to the same pre-testing condition in a reasonable timeline after any performed tests. Grantee agrees to: (a) repair any damage to the Leased Premises caused by such inspections, tests, studies, examinations and investigations; (b) pay for and keep in full force and effect comprehensive or general liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for bodily injury, personal injury, death and property damage; and (c) indemnify, defend and hold Grantor harmless for, from and against any and all claims and expenses arising or resulting from such inspections, tests, studies, examinations and investigations, excluding, however, any of the foregoing caused by the willful misconduct of Grantor, its invitees or Grantor's employees, agents, representatives or any third party engaged by Grantor. Grantee's obligations under this Section 18 shall survive the termination of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

AUSTIN HOUSING FINANCE CORPORATION

By: *ROSIE TRUELOVE*  
Name: Rosie Truelove  
Title: Treasurer

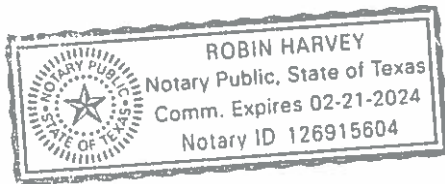
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20 day of December, 2022 by Rosie Truelove, Treasurer of Austin Housing Finance Corporation.

(SEAL)



*Robin Harvey*  
Notary Public in and for the State of Texas  
Robin Harvey  
(Printed Name of Notary)

My commission expires: 2.21.2024

GRANTEE:

AHFC MABEL DAVIS NON-PROFIT CORPORATION

By: Mandy DeMayo  
Name: Mandy DeMayo  
Title: Secretary/Treasurer

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20 day of December, 2022 by Mandy DeMayo, the Secretary/Treasurer of AHFC Mabel Davis Non-Profit Corporation.

(SEAL)

Robin Harvey  
Notary Public in and for the State of Texas

Robin Harvey  
(Printed Name of Notary)



My commission expires: 2.21.24



## Exhibit A

### Legal Description of Land

Being that certain tract of land stated to contain 4.447 acres, more or less, out of Lot 2, PARKER AT WOODWARD SUBDIVISION, according to the map or plat thereof, recorded in Document No. 200100234, Official Public Records, Travis County, Texas, being the same land described by metes and bounds description in Warranty Deed dated December 27, 2006 recorded in Document No. 2006247024 Official Public Records, Travis County, Texas, executed by Parker Lane Seniors Apartments, LP, a Texas limited partnership to SHFC Parker Holdings, LLC, a Texas limited liability company, reference to which is hereby made for all purposes, including the incorporation herein of said description by reference.

### FIELD NOTES DESCRIPTION

**DESCRIPTION OF LAND IN THE SANTIAGO DEL VALLE SURVEY, ABSTRACT 24; BEING MORE PARTICULARLY DESCRIBED IN A WARRANTY DEED TO SHFC PARKER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2006247024, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.); SAID ACRES (193,801 SQUARE FEET) OF LAND, ALSO BEING OUT OF LOT 2, PARKER AT WOODWARD SUBDIVISION, RECORDED IN DOCUMENT NO. 200100234, O.P.R.T.C.TX.; SAID ACRES (193,801 SQUARE FEET) OF LAND, AS SURVEYED BY SURVEYING AND MAPPING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING at an iron rod found in the south right of way of Parker Lane (70' right of way) per the plat of St. Edwards Heights Subdivision Section 3, recorded in Book 35, Page 50, Plat Records of Travis County, Texas (P.R.T.C.TX.), for the northwest corner of a called 50.03 acres of land, to the City of Austin, a municipal corporation, recorded in Volume 4954, Page 1106, Deed Records of Travis County, Texas (D.R.T.C.TX.), for the northeast corner of said Lot 2, and for the north east corner of this survey;**

**THENCE South 47°40'58" East, with the common line of said Lot 2 and said 50.03 acres of land, a distance of 94.90 feet to a 5/8" iron rod set with a yellow plastic cap stamped SAM, for an interior corner of said 50.03 acres of land, for an exterior corner of said Lot 2, and for an exterior corner of this survey;**

**THENCE South 03°19'39" West, with the common line of said Lot 2 and said 50.03 acres of land, a distance of 465.17 feet to a 1/2" iron rod found with a yellow cap stamped RPLS 3693, in the common line of said 50.03 acres of land and said Lot 2, for the northeast corner of a called 5,755 square feet of land, to the City of Austin, a Texas Municipal Corporation, recorded in Document No. 2005077611, O.P.R.T.C.TX., and for an exterior corner of this survey;**

**THENCE departing from said Lot 2 and said 50.03 acres, with the common line of said 5,755 square feet and this survey, with the following six (6) courses and distances numbered 1-6:**

- 1) South 30°58'15" West, a distance of 43.96 feet to a 1/2" iron rod found with a yellow cap stamped RPLS 3693;**
- 2) South 71°32'25" West, a distance of 28.53 feet to a calculated point;**
- 3) South 44°46'55" West, a distance of 28.85 feet to a calculated point;**
- 4) South 04°09'29" West, a distance of 42.10 feet to a calculated point;**
- 5) South 69°18'22" East, a distance of 39.70 feet to a calculated point;**
- 6) South 40°07'24" East, a distance of 41.73 feet to a calculated point in the common line of said Lot 2 and said 50.03 acres of land, for the southeast corner of said 5,755 square feet of land, and for an exterior corner of this survey;**

**THENCE South 03°19'39" West, with the common line of said 50.03 acres of land and said Lot 2, a distance of 229.13 feet to an iron rod found with a yellow cap stamped RPLS 3633, for the northeast corner of Lot 1, Allied Bank Subdivision, recorded in Volume 86, Page 36A, P.R.T.C.TX., to 2028 East Ben White Boulevard Owner LLC, A Delaware Limited Liability Company, recorded in Document No. 2020004052, O.P.R.T.C.TX., in the west line of said 50.03 acres of land, for the southeast corner of said Lot 2, and for the southeast corner of this survey;**

**THENCE North 86°35'33" West, with the common line of said Lots 2 and said Lot 1, a distance of 344.95 feet to an 1/2" iron rod found in the east right of way of Woodward Street (90' Right of way), for the northwest corner of said Lot 1, for the southwest corner of said Lot 2, and for the southwest corner of this survey;**

**THENCE North 03°20'01" East, with the east right of way of Woodward Street, the west line of said Lot 2, a distance of 295.75 feet to a PK nail found in the east right of way of Woodward Street, for the southwest corner of a called of 1.982 acres of land, Lot 1, of said Parker at Woodward Subdivision, to Austin Federal Credit Union, recorded in Document No. 200100234, O.P.R.T.C.TX., for the lower northwest corner of said Lot 2, and for the lower northwest corner of this survey;**

**THENCE departing from Woodward Street, with the common line of said Lot 1, Parker at Woodward Subdivision and said Lot 2, and this survey, with the following three (3) courses and distances numbered 7-9:**

- 1) South 86°23'53" East, a distance of 179.73 feet to a calculated point;**
- 2) North 03°20'51" East, a distance of 373.71 feet to a undisturbed iron rod found with a yellow plastic cap;**
- 3) North 16°54'58" West, a distance of 121.29 feet to a 1/2" iron rod found in the said south right of way of Parker Lane, for the northeast corner of said Lot 1, Parker at Woodward Subdivision, for the northwest corner of said Lot 2, for the beginning of a curve to the left with a radius of 692.99 feet, and for the northwest corner of this survey;**

**THENCE with said curve to the left, having an arc distance of 184.29 feet though a delta of 15°14'14", having a radius of 692.99 feet, and a chord that bears North 49°48'53" East, a**

**distance of 183.75 feet to the POINT OF BEGINNING and containing 4.449 of one acre (193,801 square feet) of land, more or less.**

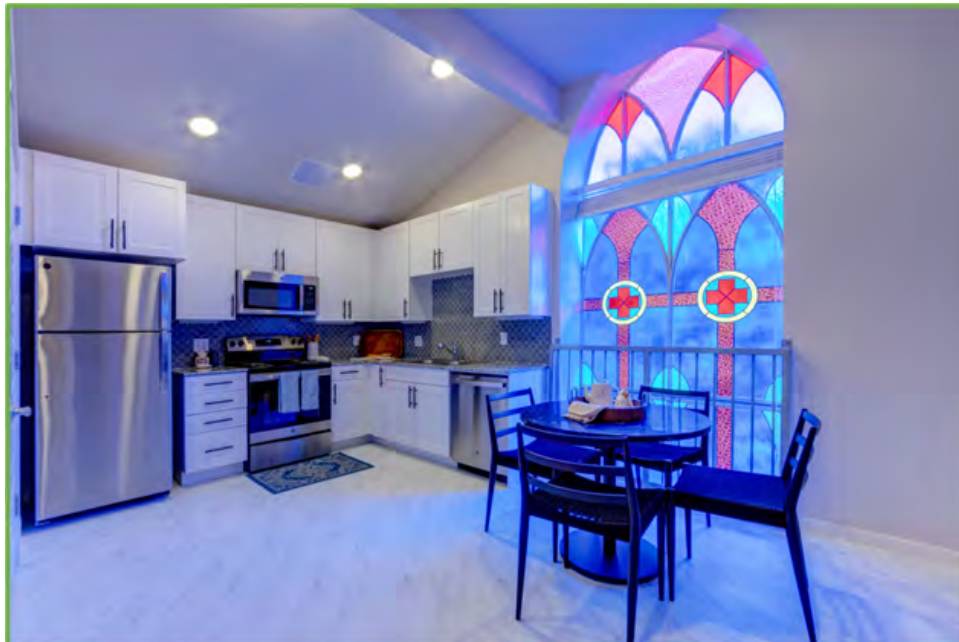
**BEARING BASIS:**

**Bearings are based on VRS values the Texas State Coordinate System, Central Zone, NAD 83/93. The distances are adjusted to surface using a combined scale factor of 1.0000521797.**



# Rental Housing Development Assistance Application

## The Roz



5e. Phase 1 ESA

**See attached.**



# Rental Housing Development Assistance Application

## The Roz



5f. SHPO – Not Applicable



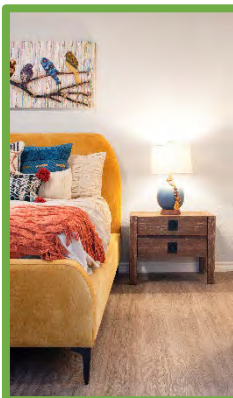
# The Roz

3435 Parker Lane, Austin, TX78741



Thank you for your consideration of this application.

See more of our work at: [www.affordablehousingtexas.com](http://www.affordablehousingtexas.com)



5501-A Balcones Dr. #302  
Austin, TX 78731