



RENTAL HOUSING DEVELOPMENT ASSISTANCE APPLICATION

August 6, 2021



Burnet Place Apartments

8007 Burnet Road

Austin, TX 78757

APPLICATION CHECKLIST/ INFORMATION FORM

DEVELOPER : Project Transitions, Inc.	OWNER/BORROWER NAME : Project Transitions, Inc.
DEVELOPMENT NAME : Burnet Place Apartments	FUNDING CYCLE DEADLINE : August 6, 2021
FEDERAL TAX ID NO: 74-2502171	DUNS NO: 788375921
PROJECT ADDRESS: 8007 Burnet Road	PROGRAM : RHDA
CONTACT NAME : Jennifer Hicks	AMOUNT REQUESTED: \$2,600,000
CONTACT ADDRESS AND PHONE : 3000 Skylark Drive, Austin, TX 78757	

APPLICATION TABS		INITIALS
A 1	EXECUTIVE SUMMARY/PROJECT PROPOSAL	
A 2	PROJECT SUMMARY FORM	
A 3	PROJECT TIMELINE	
A 4	DEVELOPMENT BUDGET	
A 5	OPERATING PRO FORMA	
A 6	SCORING SHEET	

ATTACHMENT TABS		
1	ENTITY INFORMATION	1.a. Detailed listing of developer's experience 1.b. Certificate of Status 1.c. Statement of Confidence
2	PRINCIPALS INFORMATION	2.a. Resumes of principals 2.b. Resumes of development team 2.c. Resumes of property management team
3	FINANCIAL INFORMATION	3.a. Federal IRS Certification 3.b. Certified Financial Audit 3.c. Board Resolution 3.d. Financial Statements 3.e. Funding commitment letters
4	PROJECT INFORMATION	4.a. Market Study 4.b. Good Neighbor Policy 4.c. SMART Housing Letter 4.d. MOU with ECHO 4.e. Resident Services
5	PROPERTY INFORMATION	5.a. Appraisal 5.b. Property Maps 5.c. Zoning Verification Letter 5.d. Proof of Site control 5.e. Phase I ESA 5.f. SHPQ

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. *Unsigned/undated submissions will not be considered.*

SIGNATURE OF APPLICANT

PRINTED NAME

Cynthia Herrera

TITLE OF APPLICANT

CEO

DATE OF SUBMISSION

DATE AND TIME STAMP OF RECEIPT

6-Aug-21

FOR AHFC USE ONLY

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

**Tab A1 – Executive
Summary/Project Proposal**



PROJECT TRANSITIONS

Doug's House

Hospice & Recuperative
Care

Roosevelt Gardens

Supportive Housing

Highland Terrace

Independent Living

Community Housing

Scattered-Site Housing

Top Drawer

Social Enterprise

Board of Directors

Craig Davis, President

Bob Garza, VP

Matthew Albertson

Cindy Goldman

Scott Percifull

Tamra Swindoll

Anthony West

Chief Executive Officer

Cynthia Y. Herrera, J.D.

Chief Finance &**Operations Officer**

Madge Whistler

Director of**Client Services**

Todd Logan, LMSW

Transformative Housing**Manager**

Julie Benziger

Top Drawer Manager

Karin Kokinda

August 5, 2021

Dear HPD Staff,

Thank you for considering Project Transitions' request of an additional award to fund 61 units of affordable, deeply supportive housing for our neighbors living with HIV at the Burnet Place development. Due to unexpected and unpredictable COVID-related spikes in building costs, your additional support is vital in ensuring this transformative housing project is built and made available to those in our city most in need. This Department supported Roosevelt Gardens, our 41-unit property development already underway, with an award that accounted for 61% of the overall budget. Today we ask you to consider matching that percentage stake at Burnet Place with an additional \$2.6M award toward our overall budget of \$14.4M.

Project Transitions is committed to taking this development over the finish line - despite the new challenges COVID has posed - and offering Austinites in need life-saving, affordable housing with transformative supportive onsite services. We have worked diligently with our development team to produce several documents attached that exhibit these cost increases, the market shifts responsible, and steps we are taking through value engineering to mitigate these impacts. We have also successfully launched a \$3.2M capital campaign and have already raised over \$1.1M from individuals and private foundations in just seven months. We are on track to reach our total private fundraising goal by June 2022, as outlined in the attached dashboard. We have submitted two Federal Home Loan Bank applications requesting a total of \$1.25M and are awaiting award announcements in October and November 2021. We will be submitting new requests for capital awards to private foundations totaling more than \$2M. Our focus is raising approximately 30% more than current construction estimates due to the extreme volatility of the market. We do not take lightly that this is our second request on this project, and we are asking for what we need to ensure its viability and bring these new affordable units to our community as soon as possible.

Burnet Place will be uniquely advantaged with a reliable source to subsidize rents long-term with HOPWA (Housing Opportunities for People with AIDS) funding. However, despite our fundraising achievements and identified, qualified prospects, this project will not be viable without your additional support. Building costs have increased substantially since we first approached the Department on this development pre-COVID and any delay will likely result in additional increases. The sooner we secure all sources, the less we will have to spend and the sooner we will be able to make this affordable housing community available to our neighbors in need. We confirm that if the delta between the final construction contract amount and the fundraising secured from Project Transitions is less than this \$2.6M request, we will voluntarily reduce this ask. We ask now for this funding to move this project forward in a timely and fiscally efficient manner. With the funding our request here, the project will be slated to break ground in Q1, 2022.

Thank you truly for your contributions to our community and for your consideration,

Cynthia Y. Herrera
CEO, Project Transitions

PO Box 4826
Austin, TX 78765
512.454.8646
fax 512.454.5039
projecttransitions.org

Providing Home, Health, & Hope for people living with HIV/AIDS

Support Documents:

1. Design Iterations (previous design ideas Hsu has looked at)
2. VE Design (Removal of 4th floor to bring units down to Levels 1-3) (This was a VE item estimated at a \$93k savings)
3. AGC Inflation Alert June 2021 (A good read on just how drastic the price escalation has been over the past year) (I have highlighted some key points)
4. 2021 August ENR (Additional data on construction price increases across the US)
5. Commodity Escalation Index (Shows the price escalation on materials just from February to July of 2021)
6. 2019 – 2021 Estimate Comparison (I asked Lott Brothers to “go back in time” to 2019 and provide me with an estimate as if the project was bid in the 3rd quarter of 2019.)
7. Burnet Place VE Tracking (Latest VE tracking log we have for the Burnet Place Apartments)

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

**Tab A2 – Project Summary
Form**

Project Summary Form

1) Project Name Burnet Place Apartments	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(es) or Location Description 8007 Burnet Road, Austin, TX 78757		5) Mobility Bond Corridor Burnet Rd
6) Census Tract 18.18	7) Council District District 7	8) Elementary School WOOTEN EL
9) Affordability Period 99 Years		
10) Type of Structure Multi-family	11) Occupied? No	12) How will funds be used? Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI	12					12
Up to 40% MFI	12					12
Up to 50% MFI	37					37
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	61	0	0	0	0	61

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
Total Units	0	0	0	0	0	0

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	7	Continuum of Care Units	9
Accessible Units for Sensory Impairments	2		

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

16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?

Yes

17) Is the property within 1/4 mile of a High-Frequency Transit Stop?

Yes

18) Is the property within 3/4 mile of Transit Service?

Yes

19) The property has Healthy Food Access?

Yes

20) Estimated Sources and Uses of funds

Sources

Debt	
Equity	
Grant	2,860,956
Other	3,000,000
Deferred Developer Fee	
Previous AHFC Funding	6,000,000
Current AHFC Request	2,600,000

Total \$ 14,460,956

Uses

Acquisition	2,905,592
Off-Site	
Site Work	735,385
Sit Amenities	
Building Costs	8,297,477
Contractor Fees	978,936
Soft Costs	1,424,316
Financing	119,250
Developer Fees	

Total \$ 14,460,956

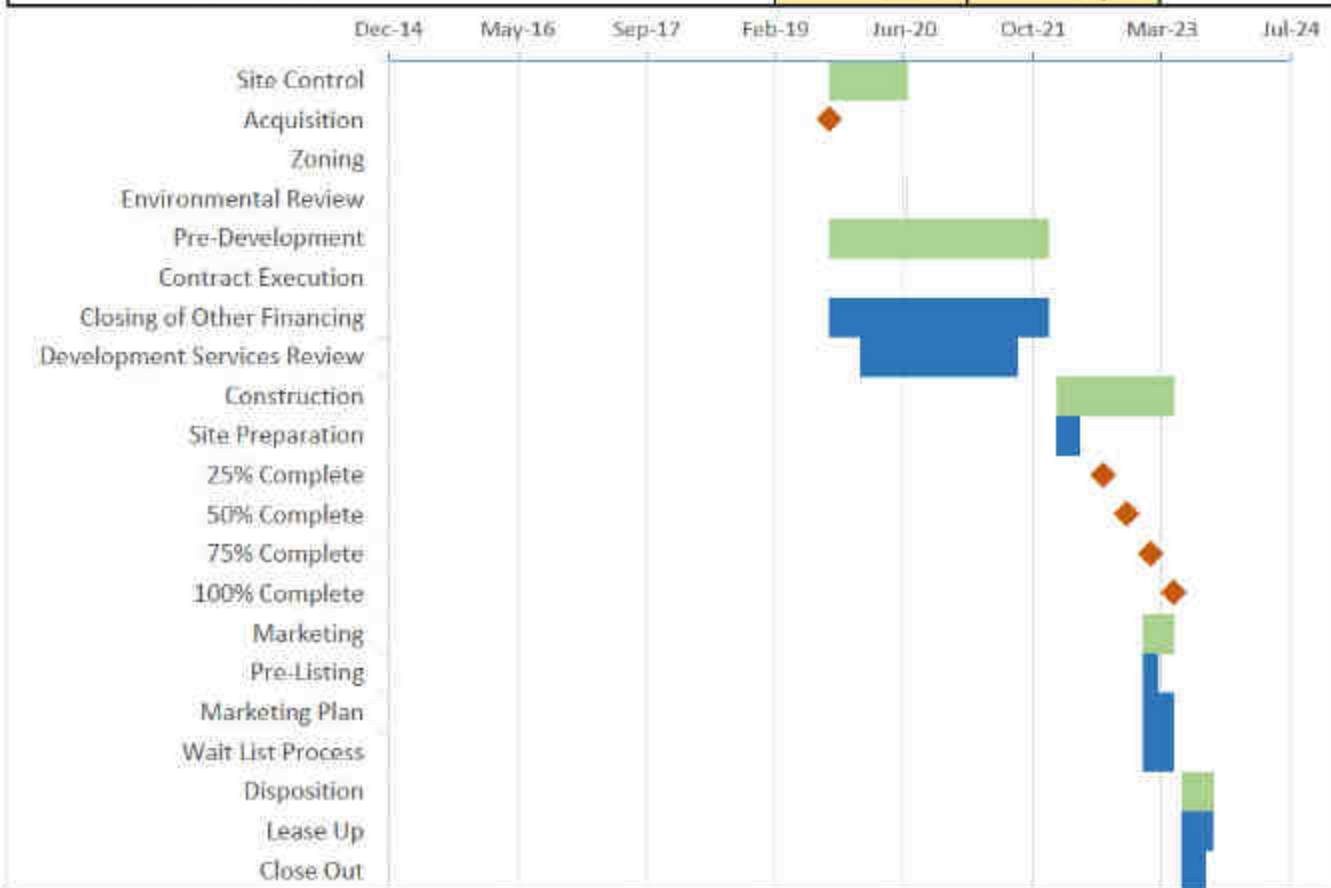
**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

Tab A3 – Project Timeline

Development Schedule

	Start Date	End Date
Site Control	Sep-19	Jul-20
Acquisition	Sep-19	
Zoning	n/a	n/a
Environmental Review	Jul-20	Jul-20
Pre-Development	Sep-19	Jan-22
Contract Execution		
Closing of Other Financing	Sep-19	Jan-22
Development Services Review	Jan-20	Sep-21
Construction	Feb-22	May-23
Site Preparation	Feb-22	May-22
25% Complete	Aug-22	
50% Complete	Nov-22	
75% Complete	Feb-23	
100% Complete	May-23	
Marketing	Jan-23	May-23
Pre-Listing	Jan-23	Mar-23
Marketing Plan	Jan-23	May-23
Wait List Process	Jan-23	May-23
Disposition	Jun-23	Oct-23
Lease Up	Jun-23	Oct-23
Close Out	Jun-23	Sep-23



**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

**Tab A4 – Development
Budget**

Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	0		
Environmental Review	3,250		
Engineering	219,650		
Soils Report/Soils Percolation Testing	27,750		
Architectural	500,433		
Subtotal Pre-Development Cost	\$751,083	\$0	
Acquisition			
Site and/or Land	2,900,000		
Structures			
Other (specify)	5,592		
Subtotal Acquisition Cost	\$2,905,592	\$0	
Construction			
Infrastructure			
Site Work	698,875	2,600,000	
Demolition	36,510		
Concrete	342,598		
Masonry	233,280		
Rough Carpentry	2,223,820		
Finish Carpentry	545,000		
Waterproofing and Insulation	112,964		
Roofing and Sheet Metal	77,540		
Plumbing/Hot Water	518,500		
HVAC/Mechanical	456,550		
Electrical	863,712		
Doors/Windows/Glass	553,200		
Lath and Plaster/Drywall and Acoustical	422,259		
Blinds	24,886		
Soft and Hard Floor	293,860		
Paint/Decorating/Blinds/Shades	182,944		
Specialties/Special Equipment	100,750		
Cabinetry/Appliances	172,000		
Conveying System	105,000		
Fire Sprinkler	131,956		
Fire Alarm/Data/Comm/Blower Door Test Fees	177,298		
	978,936		
Construction Contingency	759,360		
Subtotal Construction Cost	\$10,011,798	\$2,600,000	
Soft & Carrying Costs			
Legal			
Audit/Accounting			
Title/Recordin	15,000		
Architectural (Inspections)	15,000		
Construction Interest	63,400		
Construction Period Insurance	7,000		
Construction Loan Fees	40,850		
Permits, AE Design, Temp Utilities	77,844		
Interim Holding Costs	7,200		
FFE, AV, Telecommunications	200,000		
Owners Representative/Consultant	258,400		
Soft Cost Contingency/Reserves	107,789		
Subtotal Soft & Carrying Costs	\$792,483	\$0	
TOTAL PROJECT BUDGET	\$14,460,956	\$2,600,000	

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

**Tab A5 – Operating
Proforma**

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.

[illegible]

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

APPLICATION TABS

Tab A6 – Scoring Sheet

Project Name	Unit Place Apartments	
Project Type	100% Affordable	
Council District	District 7	
Census Tract	18.38	
Prior AHFC Funding	\$6,000,000	
Current AHFC Funding Request Amount	\$2,600,000	
Estimated Total Project Cost	\$14,460,956	
High Opportunity	No	
High Displacement Risk	Yes	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	Burnet Rd	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	12	# of rental units at < 30% MFI
District Goal	15%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	5%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	15%	% of City's affordable housing goal near high frequency transit
Imagine Austin	15%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	4	% of annual goal * units * 50%, max of 75
< 40% MFI	12	# of rental units at < 40% MFI
< 50% MFI	37	# of rental units at < 50% MFI
District Goal	11%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	5%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	15%	% of City's affordable housing goal near high frequency transit
Imagine Austin	15%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	8	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	11%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	5%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	15%	% of City's affordable housing goal near high frequency transit
Imagine Austin	15%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 50%, max of 75
< 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	11%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	5%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	15%	% of City's affordable housing goal near high frequency transit
Imagine Austin	15%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 25%, max of 75
Unit Score	11	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	9	Total # of units provided up to 100 per year
Continuum of Care Score	9	Total CoC Units/100 + HE Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	2	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 Units/Total Units * 30
TEA Grade	87	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	0	Educational Attainment, Environment, Community Institutions, Social Cohesion, E
Accessible Units	9	mobility and sensory units
Non-PHF, Non-voucher under 20% MFI	0	Total units under 20% MFI
Accessibility Score	3	Accessible Units/Total Units * 30
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	9	MAXIMUM SCORE = 200
UNDERWRITING		
AHFC Leverage	59%	% of total project cost funded through AHFC request
Leverage Score	0	3 points per 5% reduction in leverage below 50% (max 30)
AHFC per unit subsidy (including prior amounts)	\$140,954	Amount of assistance per unit
Subsidy per unit score	7	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC per bedroom subsidy	\$140,954	Amount of assistance per bedroom
Subsidy per bedroom score	7	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt coverage Ratio (Year 1)	1.00	Measured at the 5 Year mark
Debt Coverage Ratio Score	0	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	15	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	35	THRESHOLD SCORE = 30
Previous developments		
Compliance Score		
Prepared		
Supportive Services		
Development Team		
Management Team		
Notes		

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 1 – Entity Information

**1a. Detailed listing of developer's
experience**

Development Experience

Project Transitions, a private 501(c)(3) formed in 1988, is the only provider of low and no-cost hospice and recuperative care, transitional housing, and comprehensive, wrap-around support services for people living with HIV/AIDS in Central Texas. Project Transitions (PT) started as a small hospice facility and has grown to into a community that provides hope and dignity for those who have struggled with illness, stigma and lack of support. Over the past 27 years, PT has expanded to include Doug's House Hospice, Roosevelt Gardens, Highland Terrace, Community Housing programs and Top Drawer Thrift Store. PT's knowledge of their target population is unparalleled, the overwhelming need of their clients is unmet and the time is now for PT to once again expand their housing footprint.

- **Hospice and Recuperative Care:**

Doug's House – Five beds of short-term, intensive recuperative care or end-of-life hospice care, as is appropriate, with 24-hour care from social workers, caregivers, and a Registered Nurse

- **Affordable, Intensely Supportive Housing:**

Roosevelt Gardens – 5606 Roosevelt Avenue – 22 units – Project Transitions has owned and operated since 1995 – REDEVELOPMENT UNDER CONSTRUCTION

Highland Terrace – 7107 Guadalupe – 8 units – Project Transitions has owned and operated since 1998

- **Community Housing Program:** PT provides subsidized rent assistance and support services for those living offsite.
- **Support Services:** The critical pairing of housing to support services is the magic behind PT's work. PT offers an exhaustive list of wrap-around social services to help clients on the journey to independent living and recovery.

PROJECT TRANSITIONS, INC. is not a newcomer to affordable housing development.

Roosevelt Gardens was purchased in December 1994 for a purchase price of \$480,000. Half of the funds -- \$240,000 -- came from the City of Austin Department of Neighborhood Housing and Community Development in the form of a ten-year forgivable loan. The source of those funds was a Community Development Block Grant from the U. S. Department of Housing and Urban Development. Project Transitions, Inc., put down \$50,000, which funds came from the organization's accumulated cash reserves, and the remaining \$190,000 came from a local bank as a commercial mortgage at a market rate.

Highland Terrace was purchased in 1998. The purchase price was \$198,000, and it was fully funded by a grant from the City of Austin HIV Resources Administration Unit. The source of those funds was a HOPWA (Housing Opportunities for People with AIDS) acquisition grant from the U. S. Department of Housing and Urban Development.

JENNIFER HICKS of True Casa Consulting – the lead consultant engaged by PT for the development of Burnet Place Apartments - has been developing mission-rich, affordable housing for her entire career. Hicks also possesses extensive experience with the following housing programs:

- Low-Income Housing Tax Credit
- Texas Department of Housing and Community Affairs MFDL Program
- Federal Home Loan Bank AHP Program
- City of Austin, Neighborhood Housing and Community Development programs
- Section 811 PRA Program
- HUD Capital Financing programs, including HOME and CDBG
- HUD Continuum of Care
- Public Housing Authority programs, includes Housing Choice Vouchers

Project Transitions has engaged the following high-quality development team to oversee the development of Burnet Place Apartments:

- | | |
|---|---|
| 1) Development and Financing Consultant: | Jennifer Hicks with True Casa Consulting, LLC |
| 2) Architect: | Michael Hsu Office of Architecture |
| 3) Civil Engineer: | Big Red Dog, a division of WGI |
| 4) General Contractor: | Lott Brothers |
| 5) Owner Representative: | Texas Capital Project Management |
| 6) Co-Developer: | Art Carpenter of Ardent Residential |

Please see **PRINCIPALS INFORMATION** for more information on the partners curated for the Burnet Place Apartment development.

Roles of Key Staff and Qualifications:

Cynthia Y. Herrera, J.D. – Chief Executive Officer – leads fundraising for housing development projects

Madge Whistler – Chief Operating and Financial Officer – handles construction accounting and member of development team

Todd Logan, LMSW - Director of Client Services — oversees resident programming

Julie Benziger - Housing Manager— oversees property management

PROJECT TRANSITIONS' PORTFOLIO OF HOUSING

Property Name	# of Units	Address	Completion Date	Target Population	Development Cost
Doug's House	5 beds	1213 Justin Lane, Austin, TX	1989	People Living with HIV and AIDS - Hospice	\$1 donated property and the new construction was donated in-kind by home builder
Roosevelt Gardens	22	5606 Roosevelt Avenue, Austin, TX	1995	People Living with HIV and AIDS – Supportive Housing	\$480,000 Acquisition
Highland Terrace	8	7107 Guadalupe, Austin, TX	1998	People Living with HIV and AIDS – Supportive Housing	\$198,000 Acquisition
Roosevelt Gardens Redevelopment	40		December 2021 (UNDER CONSTRUCTION)	People Living with HIV and AIDS – Supportive Housing	\$9,300,000

CYNTHIA Y. HERRERA



BAR ADMISSION

STATE BAR OF TEXAS, 2013

EDUCATION

LOYOLA UNIVERSITY CHICAGO, SCHOOL OF LAW, Chicago, IL

J.D., *Certificate in Public Interest*, 2013

- HNBA 17th Annual Uvaldo Herrera Moot Court Competition, *National Runner-up*
- Public Interest Law Society ("PILS") Exemplary Public Interest Achievement Award
- Dean's List, *Fall 2011, Spring 2012, Summer 2012, Fall 2012, Spring 2013*

BEAZLEY INSTITUTE FOR HEALTH LAW AND POLICY, Chicago, IL

Certificate in Health Law, 2013

- Student Attorney at the Health Justice Project, an award-winning medical-legal partnership clinic
- Studied topics in Health Law, including HIPPA, Affordable Care Act, etc.

UNIVERSITY OF MICHIGAN, Ann Arbor, MI

B.A., *Psychology*, 2006

EXPERIENCE

PROJECT TRANSITIONS, Austin, TX

Chief Executive Officer, 2019 - Present

- Responsible for the overall strategy and operations for agency's staff, programs, expansion, and execution of its mission.
- Acting Director of Communications.
- Acting Director of Development.
- Acting Director of Capital Campaigns.

TEXAS ADVOCACY PROJECT, Austin, TX

Attorney, 2015 - 2019

- Pioneering the establishment and development of Medical-Legal Partnerships with local health providers to eradicate health-harming legal issues, involving housing, employment, education, and family law.
- Contributing to grant writing applications resulting in over \$70,000 in grant funds secured.
- Directly representing clients in protective order applications and family law matters.
- Counseling and preparing court pleadings and instructions for Assisted Pro Se program clients.
- Providing legal advice via Legal Line consultations regarding various legal issues including family law, housing, and protective orders.
- Providing and developing legal and subject-matter trainings to community members, stakeholders, health providers, and attorneys.

TEXAS WORKFORCE COMMISSION, CIVIL RIGHTS DIVISION, Austin, TX

Civil Rights Investigator III - Housing, 2014-2015

- Conducted entire investigations of complaints of discrimination under the Fair Housing Act.
- Analyzed findings to make a determination of cause in accordance with statute.
- Acted as a conciliator to resolve complaints of discrimination between parties.

HEALTH JUSTICE PROJECT, BEAZLEY INSTITUTE FOR HEALTH LAW AND POLICY, Chicago, IL

Student Attorney – Housing Team, *Spring* 2013

- Represented clients within an award-winning medical-legal partnership, eradicating health-harming legal issues involving landlord-tenants issues, including mass eviction and detrimental housing conditions, such as hazardous mold infestation.
- Trained health providers on screening for health-harming legal needs.

LEGAL ASSISTANCE FOUNDATION OF METROPOLITAN CHICAGO (LAF), Chicago, IL

PILI Legal Intern - Public Benefits Practice Group, *Summer* 2012

- Conducted client intake interviews to screen for public benefits legal matters.
- Conducted legal research and wrote legal memoranda on employment discrimination, medical deportations, and public benefits matters.

AMERICAN CIVIL LIBERTIES UNION OF ILLINOIS (ACLU), Chicago, IL

PILI Legal Intern, *Spring* 2012

- Conducted legal research and wrote legal memoranda on civil rights issues.
- Researched and contributed to “Know Your Rights” materials.

CAPABILITIES PROFILE

- Strong Public Speaker - Experienced training presenter and public speaker. Skilled court orator at the trial and appellate levels.
- Servant Leader – Utilizes listening, empathy, stewardship, foresight, persuasion, conceptualization, awareness, healing, commitment to the growth and development of people, and building community to advance mission.
- Program Developer - Demonstrated ability to envision, initiate, and develop new and innovative programming to advance community wellness with upstream solutions.
- Effective Networker - Proven ability to forge new networks and partnerships, breaking through silos and securing buy-in from interdisciplinary professionals.
- Effective Grant Writer - Concise and effective writer with a proven ability to attract and secure new funds and partner in kind contributions.
- Systems Optimizer - Creates organization, efficiencies, and consistency in systems. Ability to design and implement systems for tracking deliverables for grant funding.
- Community Engagement Specialist – Spearheads creative community outreach by reaching people where they are by partnering with existing community access points.
- Creative and Enthusiastic Marketer – Utilizes social media platforms and graphic design to reach the wider community, with a vision to employ podcasting and video content for greater reach and engagement.
- Proficient Spanish Speaker - Ability to read, write, and speak Spanish in a functionally proficient capacity.
- Legislative Researcher, Writer, & Advocate - Experienced in legislative research and writing, including interpretation of proposed legislation, drafting of legislation fact sheets, and legislative recommendations and advocacy.

PUBLICATIONS

- *My Patients Are Affected by Intimate-Partner Violence - and Yours Are Too!*, Co-author, Texas Family Physician, Vol. 69, No. 4 (2018).
- *Improving Illinois' Response To Sexual Offenses Committed By Youth, Recommendations For Law, Policy, And Practice*, Contributor, Illinois Juvenile Justice Commission, A report to the Governor and General Assembly pursuant to Public Act 097-0163 (2014).
- *True Equality in Illinois Education: Will This Be the Year?* (Feature), Public Interest Law Reporter, Issue 17.2 (2012).
- *Outsourcing Liability: Are the True Causes of Unemployment Hiding Behind the Corporate Veil?* (Feature), Public Interest Law Reporter, Issue 17.1 (2011).

TASK FORCES & COMMITTEES

- Travis County Adolescent Health Collaborative, Access to Quality Health Care Committee
- Austin/Travis County Family Violence Task Force (ATCFVTF), Public Awareness Co-Chair
- Texas Medical-Legal Partnership Coalition

MADGE WHISTLER

Finance & NFP Mgmt Professional



BACKGROUND

Experienced, results driven professional in the high technology and non-profit sectors; solid business knowledge having held positions in marketing, operations, business development, R&D, finance, and high priority projects in roles of ever-increasing responsibility at both Hewlett-Packard and Data General



Austin, TX

2014-2021 **CFO/COO**
Non-Profit Agency



Cupertino and Mountain View, CA

2001-2002 **Marketing Manager**
Business Strategy & Reinvention Programs

2000-2001 **Marketing Manager**
E*Services, Commerce for the Millennium

1997-2000 **Americas Marketing Center Manager**
HP Services

1996-1997 **Worldwide Channel Marketing Manager**
HP Services

1995-1996 **Hardware Support Alliances Program Manager**
Customer Support and Services Group

1991-1995 **Product Marketing Manager**
Customer Support and Services Group

1990-1991 **Sales Development Manager**
Worldwide Customer Support Operations

1989-1990 **Big Deals Program Manager**
Worldwide Customer Support Operations

1988-1989 **Sales Development Engineer**
Worldwide Customer Support Operations



Research Triangle Park, NC and Durham, NH

1986-1987 **Product Marketing Specialist**
Volume Products Division

1985-1986 **R&D Product Development Coordinator**
RTP R&D Laboratory

1983-1985 **Financial Analyst**
RTP R&D Laboratory

EDUCATION

1995 HP Functional Management Training

1983



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

B.S. Business Administration-Accounting
University of North Carolina, Chapel Hill

HIGHLIGHTS

- ✓ Non-profit Fund Accounting: transitioned agency financial management systems to true fund accounting
- ✓ Broad Marketing Range: product marketing, channel marketing, marketing communications, business development, executive messaging
- ✓ Business to Business Expertise: OEM relationship management, channel marketing
- ✓ High Impact Cost Reduction Initiative: achieved 65% reduction in operational cost structure for \$500M services business
- ✓ Corporate Culture Leadership: developed organization standards and operating philosophy through grassroots front-line employee and customer involvement
- ✓ Extensive Business Development Experience: sales development, "must-win" opportunities, outbound marketing programs
- ✓ Robust Back Office Competencies: software literate, process improvements and efficiencies
- ✓ Startup mentality, focused, classic Myers-Brigg INTJ, comfortable in challenging environments

VOLUNTEER ACTIVITIES



Downtown Austin Crime Reduction Initiative



Secretary, Downtown Austin Neighborhood Association

OTHER PURSUITS

- Running
- Home automation
- Photography

TODD LOGAN, LMSW

EDUCATION

UNIVERSITY OF TEXAS, AUSTIN
UNIVERSITY OF SOUTH FLORIDA

Masters, Social Work, 1993
Bachelors, Sociology, 1983

KNOWLEDGE AND SKILLS

- Program Coordination
 - Project Management
 - Workgroup and Meeting Facilitation
 - Supervision, Leadership
 - Performance Monitoring and Evaluation
 - Track Program Performance with Data
 - Training, Case Management
 - Categorical Eligibility Programs
 - Grants Management
 - Contracting
 - Disparate/Affected Populations
 - Community/Stakeholder Relations
- Knowledge of:
- Substance Abuse and Mental Health
 - Corrections
 - Brief Therapy, CB Therapy, MI

EXPERIENCE

Director of Client Services, April 2016 to present

PROJECT TRANSITIONS, INC.

Act as second-line supervisor for 2 programs: a 5-bed special care facility and housing program with 30 apartments. Provide vision, set program goals, collect and analyze data to track program performance, provide all public grants reporting, interface with funder, facilitate weekly program meetings and supervise front-line program coordinators. Redesign internal systems to bring in line with the current environment.

Special Projects Coordinator, January 2015 to March 2016

TEXAS DEPT OF STATE HEALTH SERVICES

Program project manager. Engage in system transformation, implementing a new medical intervention statewide (PrEP) and oversee planning for statewide conference of 1000 participants; assist in goal setting, design strategies, organize activities, track progress, determine next steps and oversee workgroups including setting agendas and facilitating meetings. One project involved 7 workgroups: community engagement/awareness, provider recruitment, work force training and ensuring equitable access for uninsured persons.

Service Integration Coordinator, October 2010 to December 2014

TEXAS DEPT OF STATE HEALTH SERVICES

Program coordinator responsible for 4 year federal grant: identify funding, write successful application, oversee budget of \$350,000 annually. Set vision for 4 strategies, track deliverables, interface with funder, complete reporting, develop request for proposals, write contracts and monitor contractor performance. Facilitate workgroups without managerial authority, learn new subject areas and persuade stakeholders outside normal scope. Integrate health screenings at 6 substance use treatment centers to address access disparities; provide TA, address systems issues, design data collection and conduct evaluation. Work with laboratories, providers, CBOs.

Special Projects Coordinator, January 2006 to September 2010

TEXAS DEPT OF STATE HEALTH SERVICES

Perform project management on 5-6 projects for all areas of operation. Research issues, assemble workgroups, facilitate meetings, assign duties, monitor progress. Act as policy lead, handle legislative, upper management and funder information requests. Projects: revision of case management standards; community engagement/media campaign for special population; web-based prevention; point of care testing procurement, distribution and standards; data security; planning/change management to integrate new procedures at 64 clinics statewide.

TODD LOGAN, LMSW

EXPERIENCE (CONTINUED)

Training Specialist IV, November 1999 to December 2005

TEXAS DEPT OF STATE HEALTH SERVICES

Provide classroom instruction, skill building, on-site session observation and feedback to new staff on risk assessment and behavior change counseling. Act as point person for new system of 18 different group and community-level evidenced-based interventions implemented across 30 agencies. Provide technical assistance, on-site session observation and feedback, consult with original researchers and act on over 40 requests to tailor programs. Develop statewide technical assistance bulletins. Additionally, provide instruction and technical assistance on measuring client behavior change following engagement in these psycho-educational interventions; assist all contractors in setting goals and pre/post measures.

Educational Services Specialist, January 1992 to October 1999

TEXAS DEPT OF HUMAN SERVICES

Provide classroom instruction and on-the-job training to new employees determining eligibility for Food Stamps, Temporary Assistance to Needy Families and Medicaid. As management trainer, provide instruction on civil rights, sexual harassment, supervisory skills and the personnel process. Act as mediator to resolve conflicts in supervisory relationships, mentor supervisors, negotiate performance improvement plans. Act as 2nd level supervisor of training operations with 60 employees for 8-months. Conduct teambuilding for low-performing work groups; Create and facilitate town meetings.

Social Service Supervisor, November 1989 to December 1991

TEXAS DEPT OF HUMAN SERVICES

Supervise 22 staff performing 10 different functions at over-burdened facility serving 10,000 clients. Manage all points of access: scheduling for 20 caseworkers totaling 400 appointments weekly, sign-off on \$500,000 benefit issuance yearly, oversee weekly problem resolution traffic of 350 clients through front desk and 1000 phone calls; handle all client complaints, automate older systems, plan and implement quality assurance measures. Evaluate employee performance, write employee evaluations, hold counseling conferences, set corrective action plans, and implement the personnel process.

Eligibility Worker III, November 1988 to October 1989

TEXAS DEPT OF HUMAN SERVICES

Supervise 5 staff; manage small Medicaid office out-stationed within large public hospital.

Social Service Supervisor, November 1986 to June 1987

FLORIDA DEPT OF HEALTH

Plan and implement new Medicaid unit across 5 public health clinic and hospital locations. Determine sites, build relationships with providers, negotiate logistics, and create systems. Supervise 11 staff; evaluate employee and site performance, manage operations.

OTHER EXPERIENCE

Adolescent and Family Counselor

YOUTH OPTIONS (LIFEWORKS)

Counsel low-income, at-risk youth and their families in crisis; establish rapport, identify issues, facilitate goal setting, problem-solve, utilize family resources, support strengths, write treatment plans and track progress. Conduct adolescent and separate adult parenting group.

Therapist

WATERLOO COUNSELING CENTER,

Engage in long-term therapy with newly diagnosed HIV-positive individuals. Work on issues of depression, fear, shame, anxiety. Conduct couples counseling, assist facilitation of a men's group.

Group Facilitator

OUTYOUTH, AUSTIN

Facilitate weekly peer support groups; one for high school guys and another for men 18-21 years.

Julie Jeanine Benziger

OBJECTIVE

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- ◆ More than fifteen years of supervisory experience, up to twenty employees
- ◆ Over thirteen years as a property manager including student and affordable housing communities
- ◆ Lease up experience
- ◆ New and rehab construction knowledge
- ◆ Ability to manage multiple communities with multiple programs and funding requirements
- ◆ Strong public speaking and recruiting skills
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- ◆ Excellent interpersonal skills, used in the development of client relationships and the motivation of both personnel and consumers
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- ◆ Goal-oriented and committed to generating positive results, flexible

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2015 - 2018

- Manage a 200 unit Tax Credit Property
- Meet reporting, audits, and inspection deadlines, budget expectations
- Knowledge of Federal Compliance Programs, specifically in Tax Credit funding
- Experience in affordable housing industry and working with community agencies and resources
- Maintain guidelines pertaining to income and student status eligibility
- Accounting procedures, budgeting, and monitor expenditures and all financial operations of corporation
- Complete monthly reports and sole responsibility for bill pay
- Maintain all lease files, ledgers, and vendor files
- Supervise a staff of seven

Community Manager of Arbor Terrace

2012 - 2015

- Responsible for lease up of new affordable housing community
- Manage a Single Room Occupancy community of 120 units for single homeless and/or low income adults
- Meet reporting, audits, and inspection deadlines, budget expectations
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- Experience in affordable housing industry and working with community agencies and resources
- Enforce policies and procedures, report incidents, follow up thoroughly
- Accounting procedures, budgeting, and monitor expenditures and all financial operations of corporation
- Interview applicants, determine eligibility and qualify for housing
- Maintain all lease files, ledgers, and vendor files
- Directly supervise a staff of nine

Community Manager of Garden Terrace

2008 – 2012

- Manage a Single Room Occupancy community of 103 units for single homeless and/or low income adults
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- Directly supervise a staff of nine

Literacy Austin – Austin, Texas

2006 – 2008

Volunteer Coordinator / Recruiter

- First point of contact/response to volunteer inquiries
- Maintain database of volunteers
- Perform criminal background checks on volunteers and address issues as needed
- Offsite visits to key resources, and potential or established offsite classrooms
- Conduct volunteer orientations
- Coordinate tutor training workshops and serve as back up training facilitator
- Assist in assigning volunteers to classes by working with the Program Department
- Establish and maintain volunteer and marketing reports for funding purposes
- Attend volunteer fairs, speakers' bureaus and other events to acquaint the community with the organization and vice versa
- Schedule and coordinate volunteer recognition and appreciation events, quarterly in service trainings, and other volunteer events
- Direct marketing efforts of agencies mission, needs, and fundraising events in order to help achieve overall agency goals through press releases, website, email, and community calendars
- Work with the development department and the marketing committee to assure that fundraising efforts are adequately promoted
- Establish good rapport with volunteers and potential donors with the intent of acquiring these individuals as financial supporters
- Communicate website changes and updates with web developer
- Oversee the coordination of the agency newsletter

Wisconsin Community Services – Milwaukee, Wisconsin

2005 – 2006

Recovery Support Coordinator

- Implementation of the Wraparound Philosophy model in order to "wrap" individual services based on the unique needs, values, strengths, racial, and social structure of each individual
- Responsible for the coordination of services for a caseload consisting of ex-offenders of Re-entry and Alternative to Revocation status
- Liaison between client and service providers, the agent, and various other organizations
- Assist and facilitate the needs of the client such as housing, treatment, education, and transportation through referrals to community resources
- Organize team meetings on a monthly basis
- Develop and revise Single Care Coordination Plans and Service Authorization Requests based on the individual's needs, as well as, probation or parole requirements

Phoenix Care Systems – Milwaukee, Wisconsin

2004 – 2005

Residential Care Worker

- Perform intakes and discharges of residents of Respite Care House
- Case management, daily logs, and implementation of treatment plans
- Work in conjunction with Milwaukee County Mental Health clinicians and nurses
- Provide and maintain a therapeutic environment for residents of the Respite House
- Oversee and document medication administration, daily, and nightly activities

Community Options, Incorporated – Austin, Texas

2001 – 2004

Employment Specialist advanced to Executive Director

- Create and expand job and career opportunities for individuals with mental and physical disabilities in the competitive labor market by partnering with private industry to provide job training and placement, and career advancement services
- Senior Executive with responsibility for the strategic planning, development and management of the entire finance and administrative functions for Austin office and exclusive program
- Given full autonomy for establishing policies and procedures, defining staffing and management requirements, developing a comprehensive program, and building the entire HR infrastructure
- Launched a series of organizational development initiatives in cooperation with strategic plans for productivity improvement

LANGUAGE SKILLS

Intermediate Spanish skills – reading, writing, and speaking

CERTIFICATIONS

National Affordable Housing Management Association since 2008

Green Certified Property Manager since 2011

HUD Certified Occupancy Specialist since 2016

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 1 – Entity Information

1b. Certificate of Status



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 PROJECT TRANSITIONS, INC. (file number 105621601), a Domestic Nonprofit Corporation, was filed in this office on February 19, 1988.

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 May 06, 2021



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 1 – Entity Information

1c. Statement of Confidence



Statement of Confidence

N/A

Project Transitions has been locally involved in the provision of supportive services since 1989 and the ownership and management of affordable housing since 1995. All consultants and the professional team engaged are all local to Austin and have experience working on Austin-based, affordable housing projects.

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 2 – Principals Info

2a. Resumes of principals

CYNTHIA Y. HERRERA



BAR ADMISSION

STATE BAR OF TEXAS, 2013

EDUCATION

LOYOLA UNIVERSITY CHICAGO, SCHOOL OF LAW, Chicago, IL

J.D., *Certificate in Public Interest*, 2013

- HNBA 17th Annual Uvaldo Herrera Moot Court Competition, *National Runner-up*
- Public Interest Law Society (“PILS”) Exemplary Public Interest Achievement Award
- Dean’s List, *Fall 2011, Spring 2012, Summer 2012, Fall 2012, Spring 2013*

BEAZLEY INSTITUTE FOR HEALTH LAW AND POLICY, Chicago, IL

Certificate in Health Law, 2013

- Student Attorney at the Health Justice Project, an award-winning medical-legal partnership clinic
- Studied topics in Health Law, including HIPPA, Affordable Care Act, etc.

UNIVERSITY OF MICHIGAN, Ann Arbor, MI

B.A., *Psychology*, 2006

EXPERIENCE

PROJECT TRANSITIONS, Austin, TX

Chief Executive Officer, 2019 - Present

- Responsible for the overall strategy and operations for agency’s staff, programs, expansion, and execution of its mission.
- Acting Director of Communications.
- Acting Director of Development.
- Acting Director of Capital Campaigns.

TEXAS ADVOCACY PROJECT, Austin, TX

Attorney, 2015 - 2019

- Pioneering the establishment and development of Medical-Legal Partnerships with local health providers to eradicate health-harming legal issues, involving housing, employment, education, and family law.
- Contributing to grant writing applications resulting in over \$70,000 in grant funds secured.
- Directly representing clients in protective order applications and family law matters.
- Counseling and preparing court pleadings and instructions for Assisted Pro Se program clients.
- Providing legal advice via Legal Line consultations regarding various legal issues including family law, housing, and protective orders.
- Providing and developing legal and subject-matter trainings to community members, stakeholders, health providers, and attorneys.

TEXAS WORKFORCE COMMISSION, CIVIL RIGHTS DIVISION, Austin, TX

Civil Rights Investigator III - Housing, 2014-2015

- Conducted entire investigations of complaints of discrimination under the Fair Housing Act.
- Analyzed findings to make a determination of cause in accordance with statute.
- Acted as a conciliator to resolve complaints of discrimination between parties.

HEALTH JUSTICE PROJECT, BEAZLEY INSTITUTE FOR HEALTH LAW AND POLICY, Chicago, IL

Student Attorney – Housing Team, *Spring* 2013

- Represented clients within an award-winning medical-legal partnership, eradicating health-harming legal issues involving landlord-tenants issues, including mass eviction and detrimental housing conditions, such as hazardous mold infestation.
- Trained health providers on screening for health-harming legal needs.

LEGAL ASSISTANCE FOUNDATION OF METROPOLITAN CHICAGO (LAF), Chicago, IL

PILI Legal Intern - Public Benefits Practice Group, *Summer* 2012

- Conducted client intake interviews to screen for public benefits legal matters.
- Conducted legal research and wrote legal memoranda on employment discrimination, medical deportations, and public benefits matters.

AMERICAN CIVIL LIBERTIES UNION OF ILLINOIS (ACLU), Chicago, IL

PILI Legal Intern, *Spring* 2012

- Conducted legal research and wrote legal memoranda on civil rights issues.
- Researched and contributed to “Know Your Rights” materials.

CAPABILITIES PROFILE

- Strong Public Speaker - Experienced training presenter and public speaker. Skilled court orator at the trial and appellate levels.
- Servant Leader – Utilizes listening, empathy, stewardship, foresight, persuasion, conceptualization, awareness, healing, commitment to the growth and development of people, and building community to advance mission.
- Program Developer - Demonstrated ability to envision, initiate, and develop new and innovative programming to advance community wellness with upstream solutions.
- Effective Networker - Proven ability to forge new networks and partnerships, breaking through silos and securing buy-in from interdisciplinary professionals.
- Effective Grant Writer - Concise and effective writer with a proven ability to attract and secure new funds and partner in kind contributions.
- Systems Optimizer - Creates organization, efficiencies, and consistency in systems. Ability to design and implement systems for tracking deliverables for grant funding.
- Community Engagement Specialist – Spearheads creative community outreach by reaching people where they are by partnering with existing community access points.
- Creative and Enthusiastic Marketer – Utilizes social media platforms and graphic design to reach the wider community, with a vision to employ podcasting and video content for greater reach and engagement.
- Proficient Spanish Speaker - Ability to read, write, and speak Spanish in a functionally proficient capacity.
- Legislative Researcher, Writer, & Advocate - Experienced in legislative research and writing, including interpretation of proposed legislation, drafting of legislation fact sheets, and legislative recommendations and advocacy.

PUBLICATIONS

- *My Patients Are Affected by Intimate-Partner Violence - and Yours Are Too!*, Co-author, Texas Family Physician, Vol. 69, No. 4 (2018).
- *Improving Illinois' Response To Sexual Offenses Committed By Youth, Recommendations For Law, Policy, And Practice*, Contributor, Illinois Juvenile Justice Commission, A report to the Governor and General Assembly pursuant to Public Act 097-0163 (2014).
- *True Equality in Illinois Education: Will This Be the Year?* (Feature), Public Interest Law Reporter, Issue 17.2 (2012).
- *Outsourcing Liability: Are the True Causes of Unemployment Hiding Behind the Corporate Veil?* (Feature), Public Interest Law Reporter, Issue 17.1 (2011).

TASK FORCES & COMMITTEES

- Travis County Adolescent Health Collaborative, Access to Quality Health Care Committee
- Austin/Travis County Family Violence Task Force (ATCFVTF), Public Awareness Co-Chair
- Texas Medical-Legal Partnership Coalition

MADGE WHISTLER

Finance & NFP Mgmt Professional



BACKGROUND

Experienced, results driven professional in the high technology and non-profit sectors; solid business knowledge having held positions in marketing, operations, business development, R&D, finance, and high priority projects in roles of ever-increasing responsibility at both Hewlett-Packard and Data General



Austin, TX

2014-2021 **CFO/COO**
Non-Profit Agency



Cupertino and Mountain View, CA

2001-2002 **Marketing Manager**
Business Strategy & Reinvention Programs

2000-2001 **Marketing Manager**
E*Services, Commerce for the Millennium

1997-2000 **Americas Marketing Center Manager**
HP Services

1996-1997 **Worldwide Channel Marketing Manager**
HP Services

1995-1996 **Hardware Support Alliances Program Manager**
Customer Support and Services Group

1991-1995 **Product Marketing Manager**
Customer Support and Services Group

1990-1991 **Sales Development Manager**
Worldwide Customer Support Operations

1989-1990 **Big Deals Program Manager**
Worldwide Customer Support Operations

1988-1989 **Sales Development Engineer**
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TODD LOGAN, LMSW

8701

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- Maintain all lease files, ledgers, and vendor files
- Directly supervise a staff of nine

Literacy Austin – Austin, Texas

2006 – 2008

Volunteer Coordinator / Recruiter

- First point of contact/response to volunteer inquiries
- Maintain database of volunteers
- Perform criminal background checks on volunteers and address issues as needed
- Offsite visits to key resources, and potential or established offsite classrooms
- Conduct volunteer orientations
- Coordinate tutor training workshops and serve as back up training facilitator
- Assist in assigning volunteers to classes by working with the Program Department
- Establish and maintain volunteer and marketing reports for funding purposes
- Attend volunteer fairs, speakers' bureaus and other events to acquaint the community with the organization and vice versa
- Schedule and coordinate volunteer recognition and appreciation events, quarterly in service trainings, and other volunteer events
- Direct marketing efforts of agencies mission, needs, and fundraising events in order to help achieve overall agency goals through press releases, website, email, and community calendars
- Work with the development department and the marketing committee to assure that fundraising efforts are adequately promoted
- Establish good rapport with volunteers and potential donors with the intent of acquiring these individuals as financial supporters
- Communicate website changes and updates with web developer
- Oversee the coordination of the agency newsletter

Wisconsin Community Services – Milwaukee, Wisconsin

2005 – 2006

Recovery Support Coordinator

- Implementation of the Wraparound Philosophy model in order to "wrap" individual services based on the unique needs, values, strengths, racial, and social structure of each individual
- Responsible for the coordination of services for a caseload consisting of ex-offenders of Re-entry and Alternative to Revocation status
- Liaison between client and service providers, the agent, and various other organizations
- Assist and facilitate the needs of the client such as housing, treatment, education, and transportation through referrals to community resources
- Organize team meetings on a monthly basis
- Develop and revise Single Care Coordination Plans and Service Authorization Requests based on the individual's needs, as well as, probation or parole requirements

Phoenix Care Systems – Milwaukee, Wisconsin

2004 – 2005

Residential Care Worker

- Perform intakes and discharges of residents of Respite Care House
- Case management, daily logs, and implementation of treatment plans
- Work in conjunction with Milwaukee County Mental Health clinicians and nurses
- Provide and maintain a therapeutic environment for residents of the Respite House
- Oversee and document medication administration, daily, and nightly activities

Community Options, Incorporated – Austin, Texas

2001 – 2004

Employment Specialist advanced to Executive Director

- Create and expand job and career opportunities for individuals with mental and physical disabilities in the competitive labor market by partnering with private industry to provide job training and placement, and career advancement services
- Senior Executive with responsibility for the strategic planning, development and management of the entire finance and administrative functions for Austin office and exclusive program
- Given full autonomy for establishing policies and procedures, defining staffing and management requirements, developing a comprehensive program, and building the entire HR infrastructure
- Launched a series of organizational development initiatives in cooperation with strategic plans for productivity improvement

LANGUAGE SKILLS

Intermediate Spanish skills – reading, writing, and speaking

CERTIFICATIONS

National Affordable Housing Management Association since 2008

Green Certified Property Manager since 2011

HUD Certified Occupancy Specialist since 2016

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 2 – Principals Info

2b. Resumes of Development Team

***RESUMES HAVE BEEN
REMOVED DUE TO SIZE
CONSTRAINTS**

THIRD PARTIES

The following high-quality development team has been assembled to oversee the development of Burnet Place Apartments:

Third Parties for Burnet Place Apartments	
Development and Financing Consultant	[REDACTED]
Architect	Michael Hsu Office of Architecture Ken Johnson [REDACTED]
[REDACTED]	Jill Tarleton [REDACTED]
Owner's Representative	CPM Texas Joe Tracy [REDACTED]
General Contractor	Lott Brothers
Property Manager	Project Transitions, Inc. Madge Whistler [REDACTED]
ESA Provider	Phase Engineering, Inc. Diana Hendrick [REDACTED]
Market Analyst	Affordable Housing Analysts Robert O. (Bob) Coe, II [REDACTED]
Co-Developer and Mentor	Ardent Residential Art Carpenter [REDACTED]
Supportive Service Provider	Project Transitions, Inc. Madge Whistler [REDACTED]

The assembled team brings together vast experience in real estate development, affordable housing, local development and supportive housing.

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 2 – Principals Info

**2c. Resumes of Property
Management Team**



PROPERTY MANAGEMENT TEAM

Project Transitions, Inc. is the current owner, property manager and primary supportive service provider for their three properties: Doug's House, Highland Terrace and Roosevelt Gardens. Project Transitions, Inc. (PT) will be the property manager for Burnet Place Apartments after completion.

PT performs all leasing, maintenance, accounting, compliance and other property management functions for their three properties. The success of PT's housing program is cemented in the absolute dedication and understanding of the organization's target population and their unique needs. PT's housing program yields extremely high client success rates due to intensive wrap-around services and a precise focus on client needs in the design, operation and maintenance of their properties.

Burnet Place Apartments will be served with the same property manager and maintenance as the other two properties in the portfolio; however, an additional social worker (total of three persons) and 24-hour front desk coverage will be added to the supportive service staff to best serve the increase in residents.

PT has deep familiarity with federal housing programs and associated compliance and accounting requirements. PT is a sub-recipient of the following programs administered by the Austin Public Health Department:

- Ryan White Part A (US Dept of Health and Human Services, Health Resources and Services Admin, and the HIV/AIDS Bureau)
- City of Austin General Funds
- Housing Opportunities for Persons with AIDS (HOPWA) (US Dept of Housing and Urban Development)

Please find attached the 2020-21 compliance audit performed by the City of Austin on PT's Housing Programs which you find meet or exceed standards.

Please also find the resumes for Project Transitions' property management team:

- Robert Eudy – Volunteer and Facilities Manager
- Todd Logan – Director of Client Services
- Julie Benziger – Housing Manager

All PT properties are located inside the territorial boundaries of the City of Austin.

TODD LOGAN, LMSW

EDUCATION

UNIVERSITY OF TEXAS, AUSTIN
UNIVERSITY OF SOUTH FLORIDA

Masters, Social Work, 1993
Bachelors, Sociology, 1983

KNOWLEDGE AND SKILLS

- Program Coordination
 - Project Management
 - Workgroup and Meeting Facilitation
 - Supervision, Leadership
 - Performance Monitoring and Evaluation
 - Track Program Performance with Data
 - Training, Case Management
 - Categorical Eligibility Programs
 - Grants Management
 - Contracting
 - Disparate/Affected Populations
 - Community/Stakeholder Relations
- Knowledge of:
- Substance Abuse and Mental Health
 - Corrections
 - Brief Therapy, CB Therapy, MI

EXPERIENCE

Director of Client Services, April 2016 to present

PROJECT TRANSITIONS, INC.

Act as second-line supervisor for 2 programs: a 5-bed special care facility and housing program with 30 apartments. Provide vision, set program goals, collect and analyze data to track program performance, provide all public grants reporting, interface with funder, facilitate weekly program meetings and supervise front-line program coordinators. Redesigned internal systems to bring in line with the current environment.

Special Projects Coordinator, January 2015 to March 2016

TEXAS DEPT OF STATE HEALTH SERVICES

Program project manager. Engage in system transformation, implementing a new medical intervention statewide (PrEP) and oversee planning for statewide conference of 1000 participants; assist in goal setting, design strategies, organize activities, track progress, determine next steps and oversee workgroups including setting agendas and facilitating meetings. One project involved 7 workgroups: community engagement/awareness, provider recruitment, work force training and ensuring equitable access for uninsured persons.

Service Integration Coordinator, October 2010 to December 2014

TEXAS DEPT OF STATE HEALTH SERVICES

Program coordinator responsible for 4 year federal grant: identify funding, write successful application, oversee budget of \$350,000 annually. Set vision for 4 strategies, track deliverables, interface with funder, complete reporting, develop request for proposals, write contracts and monitor contractor performance. Facilitate workgroups without managerial authority, learn new subject areas and persuade stakeholders outside normal scope. Integrate health screenings at 6 substance use treatment centers to address access disparities; provide TA, address systems issues, design data collection and conduct evaluation. Work with laboratories, providers, CBOs.

Special Projects Coordinator, January 2006 to September 2010

TEXAS DEPT OF STATE HEALTH SERVICES

Perform project management on 5-6 projects for all areas of operation. Research issues, assemble workgroups, facilitate meetings, assign duties, monitor progress. Act as policy lead; handle legislative, upper management and funder information requests. Projects: revision of case management standards; community engagement/media campaign for special population; web-based prevention; point of care testing procurement, distribution and standards; data security; planning/change management to integrate new procedures at 64 clinics statewide.

TODD LOGAN, LMSW

EXPERIENCE (CONTINUED)

Training Specialist IV, November 1999 to December 2005

TEXAS DEPT OF STATE HEALTH SERVICES

Provide classroom instruction, skill building, on-site session observation and feedback to new staff on risk assessment and behavior change counseling. Act as point person for new system of 18 different group and community-level evidenced-based interventions implemented across 30 agencies. Provide technical assistance, on-site session observation and feedback, consult with original researchers and act on over 40 requests to tailor programs. Develop statewide technical assistance bulletins. Additionally, provide instruction and technical assistance on measuring client behavior change following engagement in these psycho-educational interventions; assist all contractors in setting goals and pre/post measures.

Educational Services Specialist, January 1992 to October 1999

TEXAS DEPT OF HUMAN SERVICES

Provide classroom instruction and on-the-job training to new employees determining eligibility for Food Stamps, Temporary Assistance to Needy Families and Medicaid. As management trainer, provide instruction on civil rights, sexual harassment, supervisory skills and the personnel process. Act as mediator to resolve conflicts in supervisory relationships, mentor supervisors, negotiate performance improvement plans. Act as 2nd level supervisor of training operations with 60 employees for 8-months. Conduct teambuilding for low-performing work groups; Create and facilitate town meetings.

Social Service Supervisor, November 1989 to December 1991

TEXAS DEPT OF HUMAN SERVICES

Supervise 22 staff performing 10 different functions at over-burdened facility serving 10,000 clients. Manage all points of access: scheduling for 20 caseworkers totaling 400 appointments weekly, sign-off on \$500,000 benefit issuance yearly, oversee weekly problem resolution traffic of 350 clients through front desk and 1000 phone calls; handle all client complaints, automate older systems, plan and implement quality assurance measures. Evaluate employee performance, write employee evaluations, hold counseling conferences, set corrective action plans, and implement the personnel process.

Eligibility Worker III, November 1988 to October 1989

TEXAS DEPT OF HUMAN SERVICES

Supervise 5 staff; manage small Medicaid office out-stationed within large public hospital.

Social Service Supervisor, November 1986 to June 1987

FLORIDA DEPT OF HEALTH

Plan and implement new Medicaid unit across 5 public health clinic and hospital locations. Determine sites, build relationships with providers, negotiate logistics, and create systems. Supervise 11 staff; evaluate employee and site performance, manage operations.

OTHER EXPERIENCE

Adolescent and Family Counselor

YOUTH OPTIONS (LIFEWORKS)

Counsel low-income, at-risk youth and their families in crisis; establish rapport, identify issues, facilitate goal setting, problem-solve, utilize family resources, support strengths, write treatment plans and track progress. Conduct adolescent and separate adult parenting group.

Therapist

WATERLOO COUNSELING CENTER,

Engage in long-term therapy with newly diagnosed HIV-positive individuals. Work on issues of depression, fear, shame, anxiety. Conduct couples counseling, assist facilitation of a men's group.

Group Facilitator

OUTYOUTH, AUSTIN

Facilitate weekly peer support groups; one for high school guys and another for men 18-21 years.

Julie Jeanine Benziger

OBJECTIVE

After moving and resigning from a wonderful position, I hope to secure a position where my vast experience and skills can be utilized while I learn, share, and expand my knowledge.

SKILLS AND QUALIFICATIONS

- ◆ More than fifteen years of supervisory experience, up to twenty employees
- ◆ Over thirteen years as a property manager including student and affordable housing communities
- ◆ Lease up experience
- ◆ New and rehab construction knowledge
- ◆ Ability to manage multiple communities with multiple programs and funding requirements
- ◆ Strong public speaking and recruiting skills
- ◆ Ability to assess needs and appropriately match them with organizational needs
- ◆ Over twenty years in counseling, teaching, training and working with individuals from various cultures, age groups, and backgrounds
- ◆ Excellent interpersonal skills, used in the development of client relationships and the motivation of both personnel and consumers
- ◆ Proven track record of resident and staff retention
- ◆ A demonstrated occupancy of 98% and above with zero delinquencies
- ◆ Age and culturally sensitive, honest and supportive, open-minded and committed
- ◆ Proficient computer skills including Microsoft Word, Microsoft Outlook, Microsoft PowerPoint working with Microsoft Access and Microsoft Excel, Internet Explorer, Netscape, OneSite and email operations
- ◆ Goal-oriented and committed to generating positive results, flexible

EDUCATION

Southwest Texas State University - San Marcos, Texas 1999-2001
Master's Degree in Sociology, Minor in Spanish - completed coursework only- *no degree awarded*

North Texas State University - Denton, Texas 1989-1993
Bachelor's Degree in Sociology, Minor in English

PROFESSIONAL EMPLOYMENT

Foundation Communities - Austin, Texas 2008 - 2018

Community Manager Trails at the Park

2015 - 2018

- Manage a 200 unit Tax Credit Property
- Meet reporting, audits, and inspection deadlines, budget expectations
- Knowledge of Federal Compliance Programs, specifically in Tax Credit funding
- Experience in affordable housing industry and working with community agencies and resources
- Maintain guidelines pertaining to income and student status eligibility
- Accounting procedures, budgeting, and monitor expenditures and all financial operations of corporation
- Complete monthly reports and sole responsibility for bill pay
- Maintain all lease files, ledgers, and vendor files
- Supervise a staff of seven

Community Manager of Arbor Terrace

2012 - 2015

- Responsible for lease up of new affordable housing community
- Manage a Single Room Occupancy community of 120 units for single homeless and/or low income adults
- Meet reporting, audits, and inspection deadlines, budget expectations
- Knowledge of Federal Compliance Programs, specifically in NSP funding

- Experience in affordable housing industry and working with community agencies and resources
- Enforce policies and procedures, report incidents, follow up thoroughly
- Accounting procedures, budgeting, and monitor expenditures and all financial operations of corporation
- Interview applicants, determine eligibility and qualify for housing
- Maintain all lease files, ledgers, and vendor files
- Directly supervise a staff of nine

Community Manager of Garden Terrace

2008 – 2012

- Manage a Single Room Occupancy community of 103 units for single homeless and/or low income adults
- Meet reporting, audits, and inspection deadlines, budget expectations
- Knowledge of Federal Compliance Programs, specifically in HOME funding
- Experience in affordable housing industry and working with community agencies and resources
- Enforce policies and procedures, report incidents, follow up thoroughly
- Accounting procedures, budgeting, and monitor expenditures and all financial operations of corporation
- Interview applicants, determine eligibility and qualify for housing
- Maintain all lease files, ledgers, and vendor files
- Directly supervise a staff of nine

Literacy Austin – Austin, Texas

2006 – 2008

Volunteer Coordinator / Recruiter

- First point of contact/response to volunteer inquiries
- Maintain database of volunteers
- Perform criminal background checks on volunteers and address issues as needed
- Offsite visits to key resources, and potential or established offsite classrooms
- Conduct volunteer orientations
- Coordinate tutor training workshops and serve as back up training facilitator
- Assist in assigning volunteers to classes by working with the Program Department
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- Schedule and coordinate volunteer recognition and appreciation events, quarterly in service trainings, and other volunteer events
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Wisconsin Community Services – Milwaukee, Wisconsin

2005 – 2006

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- Organize team meetings on a monthly basis
- Develop and revise Single Care Coordination Plans and Service Authorization Requests based on the individual's needs, as well as, probation or parole requirements

Phoenix Care Systems – Milwaukee, Wisconsin

2004 – 2005

Residential Care Worker

- Perform intakes and discharges of residents of Respite Care House
- Case management, daily logs, and implementation of treatment plans
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Community Options, Incorporated – Austin, Texas

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Employment Specialist advanced to Executive Director

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LANGUAGE SKILLS

Intermediate Spanish skills – reading, writing, and speaking

CERTIFICATIONS

National Affordable Housing Management Association since 2008

Green Certified Property Manager since 2011

HUD Certified Occupancy Specialist since 2016

Robert Eudy

Akron, OH 44312



To find a job utilizing my experience in facilities maintenance, as well as furthering my education in the field.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Facilities Supervisor

AMETEK DYNAMIC FLUID SOLUTIONS

October 2012 to Present

- Responsible for maintaining upkeep of two properties, one commercial office building (8,000 sq ft) with 100 employees. One warehouse (47,000 sq ft). Minor repairs made with maintenance team, while larger projects are coordinated with third party contractors.
- Created and implemented ISO2016 certified shipping and receiving procedures, various OSHA and EHS corporate specific programs, and material handling and storage programs.
- Oversaw the shipping and receiving on 50 million dollars of product per year. Managed all shipping and receiving for the Ametek Kent division. Worked with customer service teams and third party logistics companies in multiple countries, insuring 100% on time deliveries and satisfaction of products to customer.
- During the Covid-19 Pandemic became the Pandemic Site Coordinator requiring the implementation of rigorous cleaning schedules and policies to keep employees safe.
- Three years of management experience.

Education

High school diploma

Skills

- Mechanically inclined and able to work through issues to figure out the root of the problem. Familiar with HVAC, Plumbing and Electrical systems/repair. Coordinating with various contractors to accomplish repairs and installs in a timely manner. Implementing and following OSHA and company specific EHS safety programs. Management and delegation. ROBERT EUDY FACILITIES MAINTENANCE 330-221-7633
- EUDY7475@GMAIL.COM AKRON, OH 44312
- Logistics
- Materials Handling
- Shipping & Receiving
- Management

- Handyman
- Root cause analysis
- Warehouse management
- Forklift



Austin Public Health
7201 Levander Loop, Bldg. H
Austin, TX 78702
(512) 972-5008

February 4, 2021

Project Transitions
Cynthia Herrera, Executive Director
7101 Woodrow Ave
Austin, TX 78757

Re: Project Transitions Ryan White Part A, City General Fund and Housing Opportunities for Persons with AIDS (HOPWA) Site Visit.

Dear Cynthia,

The Austin Transitional Grant Area's (TGA) Ryan White Program, through its consultant, Collaborative Research, recently conducted your agency's Annual Site Visit. The following monitoring report provides detailed information regarding compliance with the Health Resources Services Administration's (HRSA) HIV/AIDS Bureau (HAB) Monitoring Standards, including Fiscal, Universal, Programmatic, and with the Austin TGA's Service.

In the following monitoring report, you will find information on the Background and Objectives of the Annual Site Visit, a list of your agency's funded service categories by funding source, and outcomes for clients served within the Annual Site Visit's review periods. Findings and detailed information on chart reviews by funded service category and corrective action deemed necessary are included, as applicable.

The 2019-2020 Annual Site Visit did not reveal any unsatisfactory results and no further action is required of your agency. To review the summary, please see the Overview of Findings and Corrective Actions section of the attached report.

Thank you,

Justin Ferrill, CPCM
Public Health Program Manager
Austin Public Health
7201 Levander Loop, Bldg. H
Austin, TX 78702
Justin.Ferrill2@austintexas.gov

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 3 – Financial Info

3c. Board Resolution

RESOLUTION
BOARD OF DIRECTORS OF
Project Transitions, Inc.
Burnet Place Apartments

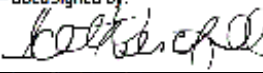
WHEREAS, **Project Transitions, Inc.**, a non-profit organization, is applying for funding from the Austin Housing Finance Corporation in Rental Housing Development Assistance Funding for the following project:

Rental Housing Development Assistance Funding for a proposed affordable housing, rental community located at 8007 Burnet Road, Austin, TX 78757. The funding will be used for construction costs.

NOW, THEREFORE, the Board of Directors of **Project Transitions, Inc.** hereby authorizes making an application for funding to the Austin Housing Finance Corporation.

Adopted and approved by the Board of Directors on the 29th day of July, 2021.

PROJECT TRANSITIONS, INC.

DocuSigned by:

2E3C65C2C32E4C...

Scott Percifull, Secretary
Board of Directors of Project Transitions, Inc.

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 3 – Financial Info

3d. Financial Statements

**NOT
APPLICABLE**

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 3 – Financial Info

3e. Funding Commitment Letters



BURNET PLACE APARTMENTS - AUSTIN, TEXAS

Funding Sources

Supporting Documentation:

- **Financing Narrative**
- **Committed Sources:**
 - **Multifamily Direct Loan Funding from the Texas Department of Housing and Community Affairs – Contract**
 - **City of Austin Funding – Note, Deed of Trust, Loan Agreement and Restrictive Covenant**
 - **CIP Loan Commitment**
 - **City of Austin Brownfields Grant**
- **Uncommitted Sources:**
 - **Capital Campaign – See Visual**
 - **Federal Home Loan Bank Dallas – Awards in October 2021**
 - **Federal Home Loan Bank Atlanta – Awards in November 2021**

Financing Narrative

Burnet Place Apartments - AUSTIN, TEXAS

Construction Sources and Uses

The construction funding sources include a Multifamily Direct Loan (Soft Repayable) in the amount of \$3,000,000, a fundraising bridge loan from Capital Impact Partners in the amount of \$1,000,000, a bridge loan from Capital Impact Partners in the amount of \$500,000 to bridge the FHLB Atlanta AHP loan, a construction loan in the amount of \$725,000 (up to \$725,000) from Capital Impact Partners, a loan from the Austin Housing Finance Corporation (City of Austin) in the amount of \$6,000,000 with this application for \$2,600,000, and a City of Austin Resource Recovery Brownfield Program grant in the amount of \$45,719 (but only reimbursement for demolition).

The \$3,000,000 in TDHCA Multifamily Direct Loan Funding under the Supportive Housing/Soft Repayable Set-Aside was awarded by the TDHCA Board of Directors on December 7, 2021 and a contract signed on May 28, 2021. The funds are sourced from National Housing Trust Fund and will be in the form of a deferred, forgivable loan. Funds will be used for hard and soft construction costs.

The bridge loans from Capital Impact Partners will carry an interest rate of 6.00% and will require interest-only payments during the construction period.

Project Transitions, Inc. was awarded \$2,901,992 in funding from the Austin Housing Finance Corporation (City of Austin) on August 8, 2019 - \$1,900,000 in HOME funding and \$1,001,992 in General Obligation Bond Funding. Closing of the funds took place on September 27, 2019. On November 14, 2019, Project Transitions, Inc. was awarded \$3,098,008 in funding from the Austin Housing Finance Corporation (City of Austin) - \$2,640,925 in General Obligation Bond Funding and \$457,083 in local Housing Trust Fund. Closing of the funds took place on March 19, 2020. Repayment of the loan will be deferred on a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement. This application is for an additional \$2.6M in RHDA funding.

The project was awarded a grant from the City of Austin Resource Recovery from the Brownfield Program in the amount of \$45,719. This grant has covered the asbestos abatement that has occurred for the building that has also since been demolished.

This is an application for \$750,000 in FHLB Dallas AHP funds that will be utilized for hard construction costs. Project Transitions, Inc. has also applied for a FHLB Atlanta AHP grant in the amount of \$500,000. This combining of the FHLB AHP grants is intentional and allows this project to move forward without carrying debt. HOPWA Facilities-Based contracts do not pay debt service and the property simply cannot support hard debt.

Finally, Project Transitions has launched a capital campaign with \$830,000 of cash in bank and pledges. See fundraising detail.

Permanent Sources and Uses

TDHCA's Multifamily Direct Loan will be used as a permanent source of funding. The term of the loan will be for 40 years at zero percent interest. Repayment of the loan will be deferred on

a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement.

The AHFC loans in the total amount of \$6,000,000 + the \$2,600,000 application for a total of \$8,600,000 will be a permanent source of funding. Terms of the loan will be for a minimum of 40 years at zero percent interest. Repayment of the loan will be deferred on a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement.

Project Transitions, Inc. is making a permanent commitment of \$2,860,956 in fundraising which includes the combined AHP grant award from Dallas and Atlanta - \$1,250,000 total – which will be permanent sources of funds and evidenced with individual retention instruments. Project Transitions already has 830,000 of cash in bank and pledges.

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 4 – Project Info

4a. Market Study

**TO BE
PROVIDED
SEPARATELY
DUE TO SIZE
CONSTRAINTS**

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 4 – Project Info

4b. Good Neighbor Policy

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.

	Cynthia Herrera	8-5-2021
Signed	printed name	date



ATTACHMENT 4: PROJECT PROPOSAL

c. Good Neighbor Policy:

BURNET PLACE APARTMENTS

8007 Burnet Road
Austin, TX 78757

CONTACT

Madge Whistler, COO/CFO
Project Transitions, Inc.
7101 Woodrow Avenue
Austin, TX 78757
(512) 454-8646
finance@projecttransitions.org

COMMUNICATIONS PLAN FOR NEIGHBORHOOD ENGAGEMENT

Project Transitions has been operating in the Brentwood, Crestview and Highland Neighborhoods that encircle the site location for Burnet Place Apartments in the Wooten Neighborhood for the past 30 years and cherishes their existing relationship with neighbors, donors and volunteers that live in these neighborhoods. Before any other facets of a development are pursued, Project Transitions will approach the neighborhood and talk to key stakeholders about the project, target population and share examples of the future development.

The following steps have already or will soon be taken to communicate with the neighborhood surrounding the proposed development located at 8007 Burnet Avenue, Austin, 78757:

Preliminary Research: Using the City of Austin's Community Registry site and general Internet searches, True Casa Consulting researched the neighborhood organizations that contain the proposed site and identified the following active organizations.

Wooten Neighborhood Association
Wooten Neighborhood Plan Contact Team

Neighborhood Plan: The development is located in the Crestview/Wooten Combined Neighborhood Plan located at the link below:

http://www.austintexas.gov/sites/default/files/files/Housing_%26_Planning/Adopted%20Neighborhood%20Planning%20Areas/07_Crestview-WootenCombined/crest-wooten-np.pdf



- 1) **Neighborhood Contact:** Project Transitions has reached out to the Wooten Neighborhood Association and Wooten Neighborhood Plan Contact Team and has met with the team several times throughout the development process. Most recently, the team reached out to the neighborhood to give them the great news that the vacant building was being demolished.
- 2) **Neighborhood Notification** – There was no zoning change needed for Burnet Place Apartments; however neighborhood notifications were sent out for the TDHCA funding applications and those are attached.
- 3) **Neighborhood Engagement** – At the neighborhood meetings, Project Transitions presented information about their organization, plans for design of the building and talked about who will live at the property and what services will be offered. PT invited a board member to attend, as well.
 - After initial phone contact, meetings were scheduled with the pertinent neighborhood organization. PT will make sure that the neighborhood organization will continue to be plugged into the development and milestones and progress along the way.
 - PT will create a social media platform that will contain the most updated information on the project for easy public dissemination.
 - PT will invite neighborhood members to volunteer events to get more involved with the organization.
- 4) **Implementation/Ongoing Relations** - Project Transitions, Inc. will implement the following processes to encourage ongoing relations with neighborhood members:
 - Neighborhood members will be invited to the Ground Breaking and Ribbon Cutting events that will be held for the property. Neighborhoods will be given recognition for their support.
 - PT will invite neighborhood members to participate in services programs being offered at our community.
 - PT will invite and educate neighborhood members on the many ways to volunteer with the organization.
 - PT will establish an open-door policy so that neighborhood members will feel comfortable communicating any concerns with either the on-site property management or the single point of contact.



PROJECT TRANSITIONS

Doug's House
Hospice &
Recuperative Care

Roosevelt Gardens
Supportive Housing

Highland Terrace
Independent Living

Community Housing
Scattered-Site Housing

Top Drawer Thrift
Thrift Store

Board of Directors
Craig Davis, President
Bob Garza, VP
Matthew Albertson
Cindy Goldman
Scott Percifull
Tamra Swindoll
Anthony West

Executive Director
Cynthia Y. Herrera, J.D.

Director of Finance
Madge Whistler

**Director of
Client Services**
Todd Logan, LMSW

Housing Manager
Julie Benziger

**Volunteer &
Facilities Manager**
Blythe Plunkett

Top Drawer Thrift
Karin Kokinda

July 21, 2020

Wooten Neighborhood Plan Contact Team
Attn: Adam W. Turner
P.O. Box 10171
Austin, TX 78766

Dear Mr. Turner,

Project Transitions, Inc. is making an application for a Multifamily Direct Loan with the Texas Department of Housing and Community Affairs for Burnet Place Apartments, 8007 Burnet Road, Austin, TX 78757 in Travis County. This New Construction is a(n) apartment community, and composed of approximately 61 units of which 61 will be for low-income tenants. The residential density of the Development, i.e., the number of Units per acre is approximately 56 units per acre.

In the spring, the Department will hold public hearings in various locations around the state 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 later this year.

For Direct Loan only Applications, public comment on the proposed development will be accepted as described below.

An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@mail.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, Texas 78711-3941

Sincerely,

Cynthia Herrera, Executive Director
Project Transitions, Inc.
7107 Woodrow Avenue
Austin, TX 78757
512.454.8646 x. 102
cherrera@projecttransitions.org



Doug's House
Hospice &
Recuperative Care

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Todd Logan, LMSW

Housing Manager
Julie Benziger

**Volunteer &
Facilities Manager**
Blythe Plunkett

Top Drawer Thrift
Karin Kokinda

July 21, 2020

Wooten Neighborhood Association
Attn: Marilyn Rogers
8309 Bowling Green Dr.
Austin, TX 78757

Dear Ms. Rogers,

Project Transitions, Inc. is making an application for a Multifamily Direct Loan with the Texas Department of Housing and Community Affairs for Burnet Place Apartments, 8007 Burnet Road, Austin, TX 78757 in Travis County. This New Construction is a(n) apartment community, and composed of approximately 61 units of which 61 will be for low-income tenants. The residential density of the Development, i.e., the number of Units per acre is approximately 56 units per acre.

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Sincerely,

Cynthia Herrera, Executive Director
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7107 Woodrow Avenue
Austin, TX 78757
512.454.8646 x. 102
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**Director of
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Todd Logan, LMSW

Housing Manager
Julie Benziger

**Volunteer &
Facilities Manager**
Blythe Plunkett

Top Drawer Thrift
Karin Kokinda

July 21, 2020

North Austin Neighborhood Alliance
Attn: Chip Harris
P.O. Box 9723
Austin, TX 78766

Dear Mr. Harris,

Project Transitions, Inc. is making an application for a Multifamily Direct Loan with the Texas Department of Housing and Community Affairs for Burnet Place Apartments, 8007 Burnet Road, Austin, TX 78757 in Travis County. This New Construction is a(n) apartment community, and composed of approximately 61 units of which 61 will be for low-income tenants. The residential density of the Development, i.e., the number of Units per acre is approximately 56 units per acre.

In the spring, the Department will hold public hearings in various locations around the state 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 later this year.

For Direct Loan only Applications, public comment on the proposed development will be accepted as described below.

An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@mail.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, Texas 78711-3941

Sincerely,

Cynthia Herrera, Executive Director
Project Transitions, Inc.
7107 Woodrow Avenue
Austin, TX 78757
512.454.8646 x. 102
cherrera@projecttransitions.org

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 4 – Project Info

4c. SMART Housing Letter



City of Austin

P.O. Box 1088, Austin, TX 78767
www.cityofaustin.org/housing

Neighborhood Housing and Community Development Department

November 19, 2019 (Revision to letter dated April 30, 2019)

S.M.A.R.T. Housing Certification-
Project Transitions, Inc. – Burnet Place Apartments – (Project ID 656)

TO WHOM IT MAY CONCERN:

Project Transitions, Inc. (development contact: Jennifer Hicks: (m) 512-203-4417; jennifer@truecasa.net) is planning to develop the Burnet Place Apartments, a 61-unit multi-family development at 8007 Burnet Road, Austin TX 78757. The project is subject to a 40-year affordability period after issuance of certificate of occupancy.

This revision changes the total unit count from 55 to 61 and changed the affordability period to 40 years.

Neighborhood Housing and Community Development (NHCD) certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 100% of the units will serve households at or below 50% 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. The expected fee waivers include, but are not limited to, the following fees:

Capital Recovery Fees
Building Permit
Concrete Permit
Electrical Permit
Mechanical Permit
Plumbing Permit

Site Plan Review
Misc. Site Plan Fee
Construction Inspection
Subdivision Plan Review
Misc. Subdivision Fee
Zoning Verification

Land Status Determination
Building Plan Review
Parkland Dedication (*by separate ordinance*)
Neighborhood Plan
Amendment 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@austinenenergy.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 after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.3128 or by email at Sandra.harkins@austintexas.gov if you need additional information.

Sincerely,



Sandra Harkins, Project Coordinator
Neighborhood Housing and Community Development

CC: Rosa Gonzales, AE Ellis Morgan, NHCD Jonathan Orenstein, AWU
Mashell Smith, ORS

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 4 – Project Info

4d. MOU with ECHO

Memorandum of Understanding (MOU) for Continuum of Care Units

Memorandum of Understanding (MOU) Between Ending Community Homelessness Coalition (ECHO) and Rental Housing Development Assistance (RHDA) Applicant

I. OVERVIEW

- To qualify for a Continuum of Care unit, applicants will meet the following definition of homelessness:
 1. "Households that qualify as homeless under the HUD HEARTH Act ¹Homeless definition paragraph one: (i) those whose primary nighttime residence is not designed as a sleeping accommodation for human beings, (ii) those in shelter, transitional housing, or motels paid for by charitable organizations, and (iii) those exiting institutions after 90 days or less and who were previously homeless;" and
 2. Be referred through Coordinated Assessment.
- The owner/agent will dedicate 9 units to the Continuum of Care.

II. GENERAL ROLES

- The Owner/Agent will systematically alert ECHO of anticipated unit vacancies to be filled by the Continuum of Care, comply with the summary of time limitations outlined below, and comply with attached tenant screening criteria. Details outlined below.
- ECHO will assume responsibility for readying eligible homeless applicants to quickly apply to fill those vacancies and efficiently meet all requirements of the tenant screening and lease up process to the Owner/Agent's satisfaction. Details outlined below. Referred households will have the following characteristics:
 1. Homeless status has been certified
 2. Household matches the property's income, unit size restrictions, etc.
 3. Household has completed Coordinated Assessment
- For each referral, ECHO will identify the household as prioritized through the Coordinated Assessment system; individual household vulnerability and eligibility will be considered as part of the Coordinated Assessment process. ECHO will then pair that household with an appropriate support service program. These are support service programs, not governed by ECHO, that are often positioned to provide short term and/or long term support services to the households during their new tenancy that will promote their stability as tenants. Details outlined below.

¹ *The Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH)*; May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act .



Memorandum of Understanding (MOU) for Continuum of Care Units

III. RESPONSIBILITIES OF OWNER/AGENT

- Provide ECHO, in a separate email, the following documents at least 30 days prior to the start of application acceptance:
 1. Standard Application
 2. Standard Lease Agreement - including specifications regarding utility payments
 3. List of documents needed for a complete application
 4. Property rules related to smoking, parking, pets, etc.
- Email ECHO point of contact with timely notification of a vacancy that will be assigned as a CoC unit and provide relevant information about the vacant unit.
- Copy assigned support service provider on all communication with a homeless applicant. Note that ECHO will obtain a Release of Information for each household to allow this communication to proceed.
- Whenever possible, accept initial applications by secure email or fax in order to decrease the number of visits the applicant and service provider need to make to the property.
- Screen the batch of up to three referred applicants for eligibility and suitability in the order received from ECHO (i.e. Applicant #1 and Applicant #2).
- Alert ECHO, assigned support service provider, and applicants of any deficiencies in applications.
- Make an eligibility determination within 5 business days whenever possible.
- Ensure a general response time for all communications with the MOU partner of 1-2 business days.

IV. RESPONSIBILITIES OF ECHO

- Provide Owner/Agent with a batch of up to three applicants that meet the property's eligibility criteria within 5 business days of notification from the Owner/Agent of an available CoC unit. If the applicants are rejected or decline an offer of housing, ECHO can refer more applicants if requested by the Owner/Agent. If a suitable applicant is not identified within 30 business days, then the property may revert back to its standing waiting list to fill the vacancy.
- Provide the Owner/Agent with a complete referral package for each referral that includes:
 1. Completed housing application of the Owner/Agent.
 2. Required supporting documentation needed by the Owner/Agent to process applications::
 - a. Picture IDs for all adults
 - b. Income and asset documentation
 3. Verification of homelessness for CoC unit eligibility.
 4. Determination that household is most appropriate as determined by the Austin/Travis County Continuum-of-Care Coordinated Assessment process.



Memorandum of Understanding (MOU) for Continuum of Care Units

5. Release of Information from the referred households to authorize ECHO and the Owner/Agent to share information regarding the households' applications, including third party documents the development receives from doing third party verifications (i.e. bank statements, credit reports, etc).
 6. Contact information for assigned support service provider.
- Support the appropriate support service program in informing the applicants referred that this is only a referral and does not constitute an offer of housing and that the Owner/Agent will confirm eligibility for the housing and conduct a screening that will include a credit check, criminal background check, and landlord history check.
 - Support the appropriate support service program in accompanying the referred applicants for interviews with the Owner/Agent and lease signing at the property if the household needs that support.
 - For each referral, ECHO will identify the household as prioritized through the Coordinated Assessment process; individual household vulnerability and eligibility will be considered as part of the Coordinated Assessment process. ECHO will then pair that household with an appropriate support service program. These are support service programs, not governed or guaranteed by ECHO, that are often positioned to provide short term and/or long term human services to the households during their new tenancy that will promote their stability as new tenants.
 - Ensure a general response time for all communications with the MOU partner of 1-2 business days.
-



 Memorandum of Understanding (MOU) for Continuum of Care Units

V. SUMMARY OF TIME LIMITATIONS TO COORDINATION

Party	Step	Time Limitation
Owner/Agent	Email announcement of vacancy to be dedicated to homeless preference	Immediately upon vacancy - or as soon as anticipated
ECHO	Submit up to 3 referrals to fill vacancy in a ranking order for consideration	5 business days
Owner/Agent	Announce eligibility determination	5 business days
ECHO	Second attempt to fill unit before vacancy may go to general waiting list	5 business days
All parties	General response time for all communications between parties	1-2 business days

Memorandum of Understanding (MOU) for Continuum of Care Units

VI. ESTABLISHED POINTS OF CONTACT

ECHO Point of Contact

Name: Bree Williams

Title: Director of Community Housing

Phone: 512-940-9690

Email: breewilliams@austinecho.org

Address:

Website: www.austinecho.org

RHDA Applicant Point of Contact

Name: Madge Whistler

Title: Interim Executive Director

Phone: 512-454-8646

Email: finance@projecttransitions.org

Address: 7101B Woodrow Ave / Austin, TX 78757

Website: projecttransitions.org



Memorandum of Understanding (MOU) for Continuum of Care Units

VII. VACANCY INFORMATION

Vacancy Announcement Email Contents

Property Name: TBD/Burnet Place

Contact Person: TBD/Todd Logan

Phone: TBD/512 454 8646

Email: TBD/tlogan@projecttransitions.org

Date unit will be ready for occupancy: TBD

of Bedrooms: one/studio

Utilities tenant is responsible for: TBD/utilities included in rent

Is this a first floor or elevator unit? TBD

Is this an accessible unit? TBD

Anything else an applicant should know about the unit? TBD



Memorandum of Understanding (MOU) for Continuum of Care Units

VIII. MOU ATTACHMENTS

- RHDA Applicant should attach the following to this MOU:
 1. Rental Application and related document requirements, if available
 2. Standard Lease and utility payment specifications, if available

- ECHO should attach the following to this MOU:
 1. CoC Unit Screening Criteria
 2. Sample Release of Information

Memorandum of Understanding (MOU) for Continuum of Care Units

IX. MOU SIGNATURES

ECHO

Name: Matthew Mollica

Title: Executive Director

Phone: 860-287-2587

Email: matthewmollica@austinecho.org

Address: 300 E Highland Mall Blvd Suite 200 Austin, TX 78752

Website: www.austinecho.org

Signature: [Handwritten Signature]

Date: 9/20/19

RHDA Applicant

Name: Madge Whistler

Title: Interim Executive Director

Phone: 512-454-8646

Email: finance@projecttransitions.org

Address: 7101B Woodrow Ave / Austin, TX 78757

Website: projecttransitions.org

Signature: [Handwritten Signature]
DocuSigned by:
Madge Whistler

Date: 9/20/2019



**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 4 – Project Info

4e. Resident Services



Resident Services

Since 1988, Project Transitions has been deeply committed to their mission of serving persons living with HIV and AIDS providing supportive housing, recuperative care and hospice in a compassionate and caring environment.

i. **A description of the services to be provided to residents and/or clients.**

Project Transitions provides affordable, transitional housing for HIV+ individuals and their families with wrap-around services by professional social workers. Every resident has a personalized Individual Development Plan to help them attain the skills and resources needed to live independently. Staff also provides life skills training, relapse prevention, counseling, as well as educational and vocational guidance.

Housing Services provided at Burnet Place Apartments include:

- Counseling
- Medical education
- Disease education
- Resource education
- Family counseling
- Mental health support through check-ins and medical monitoring
- Group counseling
- Harm reduction planning
- Relapse prevention planning
- Personal finance coaching
- Career building skills
- Employment resource referral
- Partner with permanent housing options including public housing, section 8, Foundation communities to bridge clients with safe, affordable permanent housing
- Personal finance counseling
- Hardship rental assistance
- Social skills building
- Independent living skills
- Social activities such as crafts, BINGO, movies
- Children programs such as "Kids Olympics" and holiday activities
- Therapeutic gardening
- Community engagement
- Community center that is open to all residents in every program
- Continental breakfast 5 days a week: Mondays- Friday
- Saturday breakfast provided by a local church
- Computer lab
- Resident center phone for resident use
- Capital Area Food Bank pantry onsite



Hospice/Recuperative Care Services provided at Doug's House include:

- Full-time social worker on premises
- Counseling case management
- End of life planning; wills, DNRs, funeral
- Full-time nurse at Doug's House
- Private room
- Cable/ Internet/ WiFi
- Oversight of medical care
- Daily check-ins
- Physical assessment
- Wound care
- Medicine refills and ordering; adherence counseling
- Transportation to and from appointments/ companionship and advocacy
- Breakfast, lunch and dinner and snacks for all residents
- Full holiday meals and community celebration events
- Family counseling
- Connect clients and family members to case management, therapy, dental services, STS, and CARTS
- Develop medical care plan with client and team (doctor and family)
- Medical education; diagnosis, labs, referral
- Assistance with disability application
- Resident memorials
- Social activities among residents

ii. Number and types of residents/clients expected to be served annually.

100% of the clients served by Project Transitions are persons living with HIV/AIDS. Most of these clients were formerly homeless or at-risk of homelessness before accessing PT's services. Burnet Place Apartments proposes to serve 61 households annually; 100% of households will be admitted having income below 200% of the Federal Poverty Guidelines; at least 60% will be persons of color; at least 65% will be persons with a history of mental health or substance abuse issues; and at least 30% of residents will be female.

iii. Developer's experience and qualifications in providing the services to be offered.

Project Transitions has been providing intensive support services to persons living with HIV/AIDS since 1989 when the doors to their hospice facility were first opened (hospice facility later named Doug's House.) Since that time, Project Transitions' compassionate embrace has widened to incorporate two project-based sites and a Community Housing Program that provides subsidized rent assistance and support services for those living off-site.

iv. External service provider – Texas Health Action

v. Resumes of key personnel involved in the delivery of services:



Please find attached resumes for the following key personnel involved in the delivery of services at Burnet Place Apartments:

- Todd Logan – Director of Client Services
- Lupe Barnes – Housing Program Coordinator
- Mandy Goerger – Senior Housing Specialist

TODD LOGAN, LMSW

EDUCATION

UNIVERSITY OF TEXAS, AUSTIN
UNIVERSITY OF SOUTH FLORIDA

Masters, Social Work, 1993
Bachelors, Sociology, 1983

KNOWLEDGE AND SKILLS

- Program Coordination
 - Project Management
 - Workgroup and Meeting Facilitation
 - Supervision, Leadership
 - Performance Monitoring and Evaluation
 - Track Program Performance with Data
 - Training, Case Management
 - Categorical Eligibility Programs
 - Grants Management
 - Contracting
 - Disparate/Affected Populations
 - Community/Stakeholder Relations
- Knowledge of:
- Substance Abuse and Mental Health
 - Corrections
 - Brief Therapy, CB Therapy, MI

EXPERIENCE

Director of Client Services, April 2016 to present

PROJECT TRANSITIONS, INC.

Act as second-line supervisor for 2 programs: a 5-bed special care facility and housing program with 30 apartments. Provide vision, set program goals, collect and analyze data to track program performance, provide all public grants reporting, interface with funder, facilitate weekly program meetings and supervise front-line program coordinators. Redesigned internal systems to bring in line with the current environment.

Special Projects Coordinator, January 2015 to March 2016

TEXAS DEPT OF STATE HEALTH SERVICES

Program project manager. Engage in system transformation, implementing a new medical intervention statewide (PrEP) and oversee planning for statewide conference of 1000 participants; assist in goal setting, design strategies, organize activities, track progress, determine next steps and oversee workgroups including setting agendas and facilitating meetings. One project involved 7 workgroups: community engagement/awareness, provider recruitment, work force training and ensuring equitable access for uninsured persons.

Service Integration Coordinator, October 2010 to December 2014

TEXAS DEPT OF STATE HEALTH SERVICES

Program coordinator responsible for 4 year federal grant: identify funding, write successful application, oversee budget of \$350,000 annually. Set vision for 4 strategies, track deliverables, interface with funder, complete reporting, develop request for proposals, write contracts and monitor contractor performance. Facilitate workgroups without managerial authority, learn new subject areas and persuade stakeholders outside normal scope. Integrate health screenings at 6 substance use treatment centers to address access disparities; provide TA, address systems issues, design data collection and conduct evaluation. Work with laboratories, providers, CBOs.

Special Projects Coordinator, January 2006 to September 2010

TEXAS DEPT OF STATE HEALTH SERVICES

Perform project management on 5-6 projects for all areas of operation. Research issues, assemble workgroups, facilitate meetings, assign duties, monitor progress. Act as policy lead; handle legislative, upper management and funder information requests. Projects: revision of case management standards; community engagement/media campaign for special population; web-based prevention; point of care testing procurement, distribution and standards; data security; planning/change management to integrate new procedures at 64 clinics statewide.

TODD LOGAN, LMSW

EXPERIENCE (CONTINUED)

Training Specialist IV, November 1999 to December 2005

TEXAS DEPT OF STATE HEALTH SERVICES

Provide classroom instruction, skill building, on-site session observation and feedback to new staff on risk assessment and behavior change counseling. Act as point person for new system of 18 different group and community-level evidenced-based interventions implemented across 30 agencies. Provide technical assistance, on-site session observation and feedback, consult with original researchers and act on over 40 requests to tailor programs. Develop statewide technical assistance bulletins. Additionally, provide instruction and technical assistance on measuring client behavior change following engagement in these psycho-educational interventions; assist all contractors in setting goals and pre/post measures.

Educational Services Specialist, January 1992 to October 1999

TEXAS DEPT OF HUMAN SERVICES

Provide classroom instruction and on-the-job training to new employees determining eligibility for Food Stamps, Temporary Assistance to Needy Families and Medicaid. As management trainer, provide instruction on civil rights, sexual harassment, supervisory skills and the personnel process. Act as mediator to resolve conflicts in supervisory relationships, mentor supervisors, negotiate performance improvement plans. Act as 2nd level supervisor of training operations with 60 employees for 8-months. Conduct teambuilding for low-performing work groups; Create and facilitate town meetings.

Social Service Supervisor, November 1989 to December 1991

TEXAS DEPT OF HUMAN SERVICES

Supervise 22 staff performing 10 different functions at over-burdened facility serving 10,000 clients. Manage all points of access: scheduling for 20 caseworkers totaling 400 appointments weekly, sign-off on \$500,000 benefit issuance yearly, oversee weekly problem resolution traffic of 350 clients through front desk and 1000 phone calls; handle all client complaints, automate older systems, plan and implement quality assurance measures. Evaluate employee performance, write employee evaluations, hold counseling conferences, set corrective action plans, and implement the personnel process.

Eligibility Worker III, November 1988 to October 1989

TEXAS DEPT OF HUMAN SERVICES

Supervise 5 staff; manage small Medicaid office out-stationed within large public hospital.

Social Service Supervisor, November 1986 to June 1987

FLORIDA DEPT OF HEALTH

Plan and implement new Medicaid unit across 5 public health clinic and hospital locations. Determine sites, build relationships with providers, negotiate logistics, and create systems. Supervise 11 staff; evaluate employee and site performance, manage operations.

OTHER EXPERIENCE

Adolescent and Family Counselor

YOUTH OPTIONS (LIFEWORKS)

Counsel low-income, at-risk youth and their families in crisis; establish rapport, identify issues, facilitate goal setting, problem-solve, utilize family resources, support strengths, write treatment plans and track progress. Conduct adolescent and separate adult parenting group.

Therapist

WATERLOO COUNSELING CENTER,

Engage in long-term therapy with newly diagnosed HIV-positive individuals. Work on issues of depression, fear, shame, anxiety. Conduct couples counseling, assist facilitation of a men's group.

Group Facilitator

OUTYOUTH, AUSTIN

Facilitate weekly peer support groups; one for high school guys and another for men 18-21 years.

Mandy Goerger



Eagerly seeking the opportunity to share my energy, positive attitude, organizational skills, creativity, compassion, and other attributes by attaining a position at this esteemed establishment.

#readytowork

Authorized to work in the US for any employer

Work Experience

Case Manager & Intake Counselor Intern

Bluebonnet Trails Community Services - Round Rock, TX

October 2014 to Present

Delivered and administered Skills Training, Psycho-Education, Assessments, Intake Evaluations, and Therapeutic Interventions/Techniques to persons in services.

Dance Instructor/Performer/Choreographer/Creative Director

Shirley Mcphail School of Dance — Austin, TX

Dance Elements-Pflugerville, TX

Director/Founder of Professional Performance Company overseeing all aspects of business; payroll, booking, production and client centered performance content for troupe of 7-62 people varying by season and demand.

Created mentorship/psycho-educational workshop for adolescents using dance as a therapeutic intervention.

Personal Assistant to Private Practicing Psychotherapist

Stewart Gallas - Austin, TX

January 2010 to September 2017

Managed sensitive information with discretion while providing administrative support.

Education

Master of Arts in Professional Counseling

Texas State University — Round Rock - Round Rock, TX

2020

Bachelor of Science in Social Psychology

Texas State University Counseling Clinic individuals - Austin, TX

2012

Associate of Science in Human Services

Skills

- Rooted in Ethics
- Compassionate
- Dedicated
- Strong communication skills
- Management skills
- Performance background
- Relationship building
- Concept development
- Adaptable
- Focused
- Takes Initiative/Proactive
- Workshop supervision
- Safety understanding
- Team player
- Dancing
- Case Management
- Crisis Intervention
- Individual / Group Counseling
- Personal Assistant Experience
- Behavioral Health
- Social Work
- Infection Control Training
- Group Therapy
- Addiction Counseling
- Behavioral Therapy
- Motivational Interviewing
- Intake Experience
- Crisis Management
- Mental Health Counseling

Certifications and Licenses

Mental Health First Aid (MHFA), CPR/First Aid, Active Armed Shooter Training, PESI Telehealth Training, Satori Alternatives to Managing Aggression (SAMA), Abuse & Neglect: What to Look for and How to Respond, Workplace Emergencies and Natural Disasters, Workplace Safety, HIPPA, Infection Control, Corporate Compliance and Ethics, Medicare/Medicaid Fraud and Abuse, Client/Patients' Rights Training

September 2019 to September 2020

Assessments

Case Management & Social Work — Familiar

May 2020

Prioritizing case tasks, gathering information, and providing services without judgment.

Full results: https://share.indeedassessments.com/share_to_profile/fdb5593a1125f04cc3f829f55f97da3beed53dc074545cb7

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Guadalupe Barnes



Education:

- Aug 2015 – 2018 Masters in Social Work – Our Lady of the Lake, University of San Antonio**
- Completed 500 hours of Social Work Internship at Copperas Cove Nursing Home
- Masters in Social Work: Social Work Practice with Hispanic Children, Psychopathology, Social Work Practice with Hispanic Elders, Social Work Practice with Hispanic Youth, Social Work Practice with Hispanic Families, Evaluation Social Work Practice Hispanic Children and Family.
- Studied classes for the Bachelor in Social Work, Generalist Social Worker Practice with Individual Families and Groups, Human Behavior Social Environment: Individual and Family, Social Welfare Policy and Services, General Social Work Practice Organization and Communities, Human Behavior and Social Environment: Social System. Social Work Research I, Foundation Field Education I, Foundation Integrative Seminar I, Foundation Field Education II, Foundation Integrative Seminar II, and Foundation Field Education III.
- Aug 2011 – May 2015 Bachelors of Science in Liberal Studies – Texas A&M, Central Texas**
- Studied Social Welfare in America, Intro to social work, methods and skills of Interviewing, Social Work with Diverse Populations, Writing for Social Work Research, Human Behavior and Social Environment II, Biological Foundations of SWK Practice, Human Behavior and Social Environment II, Mental Health and Social Work. Participated in 30hr of volunteer placement. Intro to criminal Justice, Juvenile Delinquency.
- Aug 2002 – Aug 2005 Associates in General Studies – Social Work and Criminal Justice**

Guadalupe Barnes

Work Experience:

March 2019 –June
30, 2020

Qualified Mental Health Professional- Master Social Work case worker for Mental health clients. Hillsboro TX

Hill County Mental Health Mental Retardation

Provide direct and indirect service to each consumer on an average of three hours a month. Enhanced clients functioning within the community setting by linking to necessary services, provided support to consumers and their family through the treatment planning process. Planned Treatment Plans that outlined client objectives and skills training interventions and revised objectives when necessary to meet client needs. Wrote case notes and reviewed quarterly progress. Assisted with Psychiatric medication review with clients. Assisted with group counseling.

Jan 2017 – March
2019

Empowerment Program Manager/Case Manager – Full Time Non-Federal Killeen, TX

Heritage House of Central Texas

Empowerment Program Manager, Case Manager, and Supervised Bachelor Social Work Interns, assist clients who are homeless or at risk of homelessness. Assist in finding appropriate social services, assist client with finding jobs, with updating and creating new resumes, provide information for new training, and budgeting. Assisting in finding health care, mental health care, and assist in filling out social services application. Advocate for clients with disability for rental and with new jobs. Assist clients with drug addiction by find them proper drug treatment. Maintain professional working rapport with social services assisting the homeless population in the area. Employed three days/ fifteen hours a week.

***Masters of Social Work Internship**

Copperas Cove Nursing Home

Assessed residents by completing Brief Interview for Mental Status (BIMS), Advocated daily on behalf of all residents to ensure their rights are maintained, assist supervising Social worker in completing Advance Directives, Medical Power of Attorney, Out of Hospital Do Not Resuscitate documents. Assist in filling out referrals to ancillary services provided by the nursing home such as Optometry, Audiology, Dental, Podiatry, Counseling, Psychiatry, and Psychological testing on the behalf of the residents. Observed and assisted supervised Social Worker with preparing care plan to assess change and areas of need since their last care plan. Observed and assisted Supervising Social Worker in keeping track of Grievance Report and in assisting in maintaining the facility Monthly Grievance Log. Assisted with room changes and assisted in assessing the residents change of room.

May 2018 – Aug
2017

Empowerment Program Manager/Case Manager – Full Time Non-Federal Killeen, TX

Guadalupe Barnes

***Bachelors in Social Work Internship**

The Heritage House of Central Texas

Internship at the Heritage House, assessed and assisted client who are homeless, finding jobs, building resumes, searching for social services, housing, mental health care, medical care, and daycare for their children. Providing referrals to area agency.

Food Bank and Woman in Domestic Violence (Volunteered)

Volunteer in the community by assisting with helping the elderly during the weekend. Driving elderly to hospitals during their illness and hospital stays. Provide rides to store, pay bills, doctor appointments, and leisure time. Provided respite for families who needed a break.

May 2001 – May
2015

Home Health Care Assistance – Full Time Non-Federal Killeen, TX

Provided care to individuals with disability. Worked with older adults who needed home health care in their home. Drove clients to doctor, stores, and personal travel. Provided therapy and kept a log of medication. Worked with clients who were struggling with organization and hygiene issues.

Oct 1997 – Oct
2001

United States Army, (77F) – Petroleum Supply Specialist Fort Lewis, Washington

Supplied petroleum to field site during Army training. Issue and dispensed bulk fuels during training. Provided water storage and distribution facilities to using units in field problems. Operated equipment used with petroleum and water distribution system and multiproduct pipeline system.

Unit Armor – Responsible for the accountability and maintenance of over \$1 million worth of weapons. Provided quarterly instruction on proper care and maintenance of all assigned small-arms; maintained hand-receipts for equipment issued locally, in the field or detachment; calibrated, zeros, and performed user maintenance of small-arms; identified failures and arranged higher level maintenance.

1st Sergeant driver – Drove 1SGT in the field during day and night training. Drove to and from the field to complete company checks and provide transport to sick troops to sick call. Edited NCOER's for Battalion and worked for Battalions mail.

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 5 – Property Info

5a. Appraisal

Appraisal

Project Transitions, Inc. purchased the development site for Burnet Place Apartments on September 27, 2019 for \$2,900,000. Per the Travis Central Appraisal District, the property was valued at \$3,501,317 in 2020.

The project has been underwritten by the City of Austin and the Texas Department of Housing and Community Affairs, without an appraisal. However, an appraisal will be procured and provided before disbursement if determined to be required by FHLB Atlanta.

Travis CAD

Property Search > 242406 PROJECT TRANSITIONS INC for Year 2021

Tax Year: 2021

Property

Account			
Property ID:	242406	Legal Description:	LOT 7 BLK H ALLENDALE NORTH SEC 8
Geographic ID:	028887038	County:	CO: OR
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			
Prohibit			
Prohibit Status:			
Informal Date:			
Formal Date:			
Location			
Address:	8007 RUSSET RD TX 78757	Mapset:	
Neighborhood:	ALLENDALE CENTERS	Map ID:	001401
Neighborhood CD:	32AUC		
Owner			
Name:	PROJECT TRANSITIONS INC	Owner ID:	107354
Mailing Address:	PO BOX 4826 AUSTIN, TX 78763-4826	% Ownership:	100.000000000000%
		Exemptions:	EX00

Values

(+) Improvement Homestead Value:	+	N/A	
(+) Improvement Non-Homestead Value:	+	N/A	
(+) Land Homestead Value:	+	N/A	
(+) Land Non-Homestead Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
(-) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
(-) Appraised Value:	=	N/A	
(-) IS Cap:	-	N/A	
(-) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: PROJECT TRANSITIONS INC
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
01	AUSTIN ISD	N/A	N/A	N/A	N/A
02	CITY OF AUSTIN	N/A	N/A	N/A	N/A
03	TRAVIS COUNTY	N/A	N/A	N/A	N/A
04	TRAVIS CENTRAL APP DIST	N/A	N/A	N/A	N/A
21	TRAVIS COUNTY HENRY HAYES DISTRICT	N/A	N/A	N/A	N/A
88	AUSTIN COMM COLL DIST	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/ Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #:	ALT LIVING CTY	State Code:	F1	Living Area:	20052.0 sq ft	Value: N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
1ST	1st Floor	WW - 4		1966	20052.0	
011C	PORCH OPEN 1ST COMM	* - 4		1966	971.0	
011C	PORCH OPEN 1ST COMM	* - 2+		1966	44.0	
401	SPRINKLER HEADS	* - 1		1966	20052.0	
501	CGS FENCE	CAL - *		1966	1.0	
551	PAVED AREA	AA - *		1966	8000.0	
581C	STORAGE ATT COMM	WW - S1		1966	119.0	
581C	STORAGE ATT COMM	WW - S-		1966	1377.0	
50	Search Only	SD - *			60.0	
50	Search Only	SD - *			132.0	
50	Search Only	SD - *			177.0	
50	Search Only	SD - *			10.0	
50	Search Only	SD - *			586.0	
50	Search Only	SD - *			702.0	

SD Search Only SD - * 575.0
 SO Search Only SO - * 36.0

Land

#	Type	Description	Acres	Sqft	Off Front	Off Depth	Market Value	Prod. Value
1	LAND	Land	1.0543	47880.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$409,437	\$3,037,000	0	3,901,817	\$0	\$3,500,317
2019	\$14,911	\$3,342,440	0	3,747,901	\$0	\$3,067,990
2018	\$1,000	\$2,021,300	0	2,022,300	\$0	\$2,023,300
2017	\$26,069	\$2,993,000	0	2,993,099	\$0	\$2,993,069
2016	\$143,600	\$1,403,400	0	2,150,000	\$0	\$2,060,000

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/27/2015	SW	SPECIAL WARRANTY DEED	8007 SUNNYET HOLDINGS LLC	PROSPECT TRANSACTIONS LLC			2015103555
2	7/7/2015	SW	SPECIAL WARRANTY DEED	8077 PROPERTIES L P	8007 SUNNYET HOLDINGS LLC			2015106318
3	1/1/2004	AO	ASSUMPTION DEED	MOBILE FIDELITY CO	8077 PROPERTIES L P	00000	00000	200405900578

Questions Please Call (512) 834-9317

*No other tax information is listed on this document.

Webster Services, LLC

Records last updated on: 4/28/2021 2:12:04P

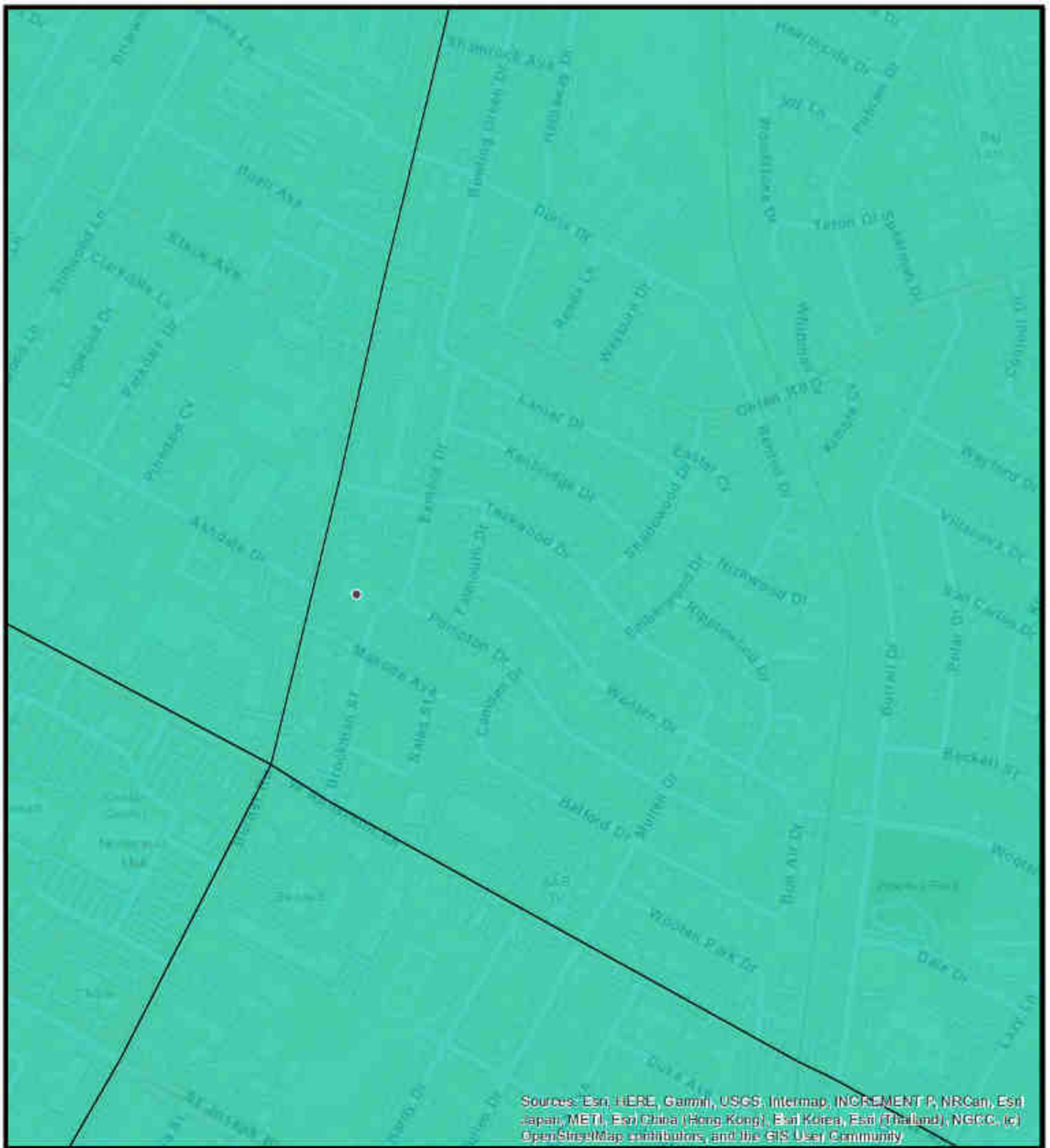
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**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

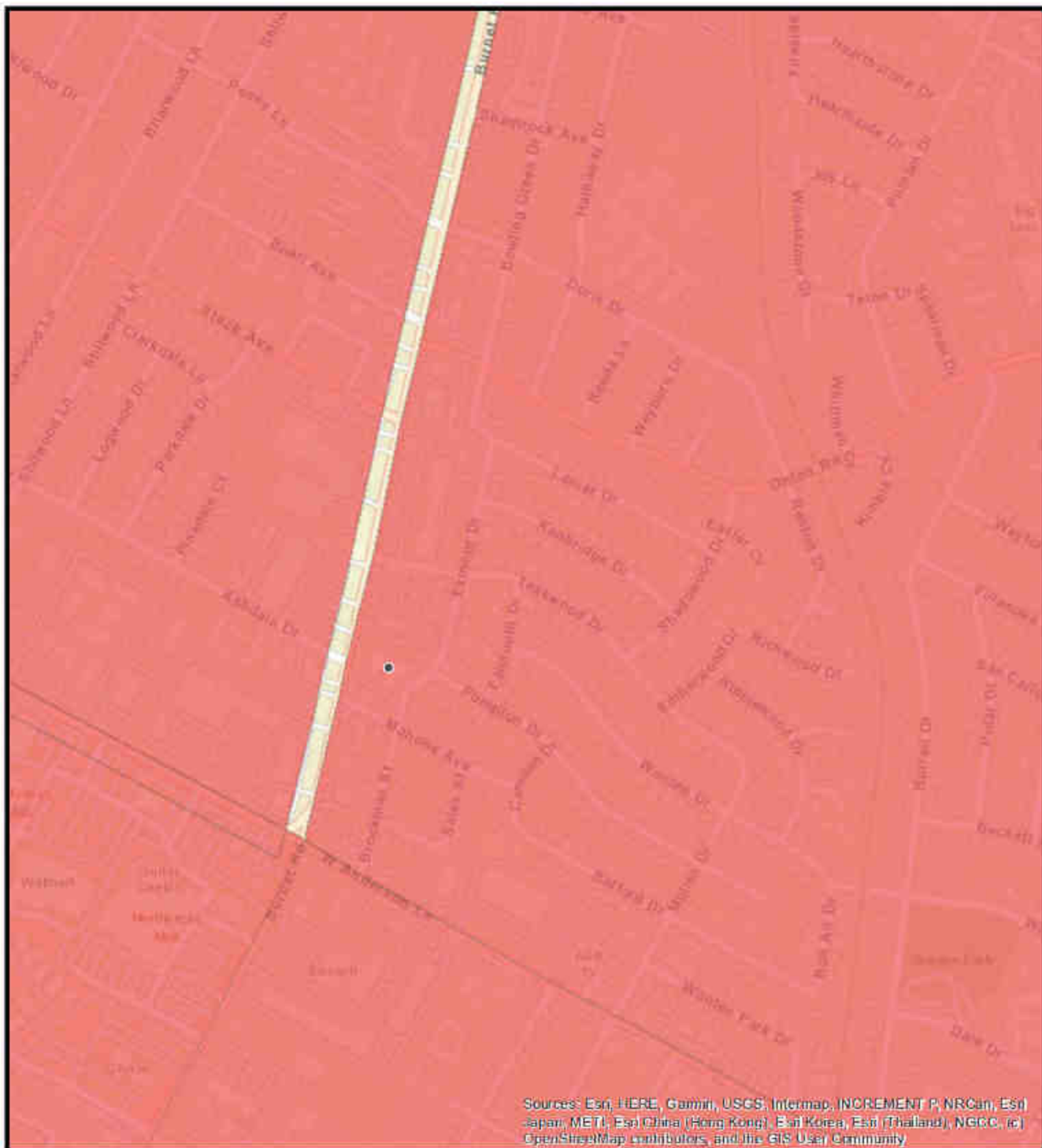
Attachment 5 – Property Info

5b. Property Maps



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



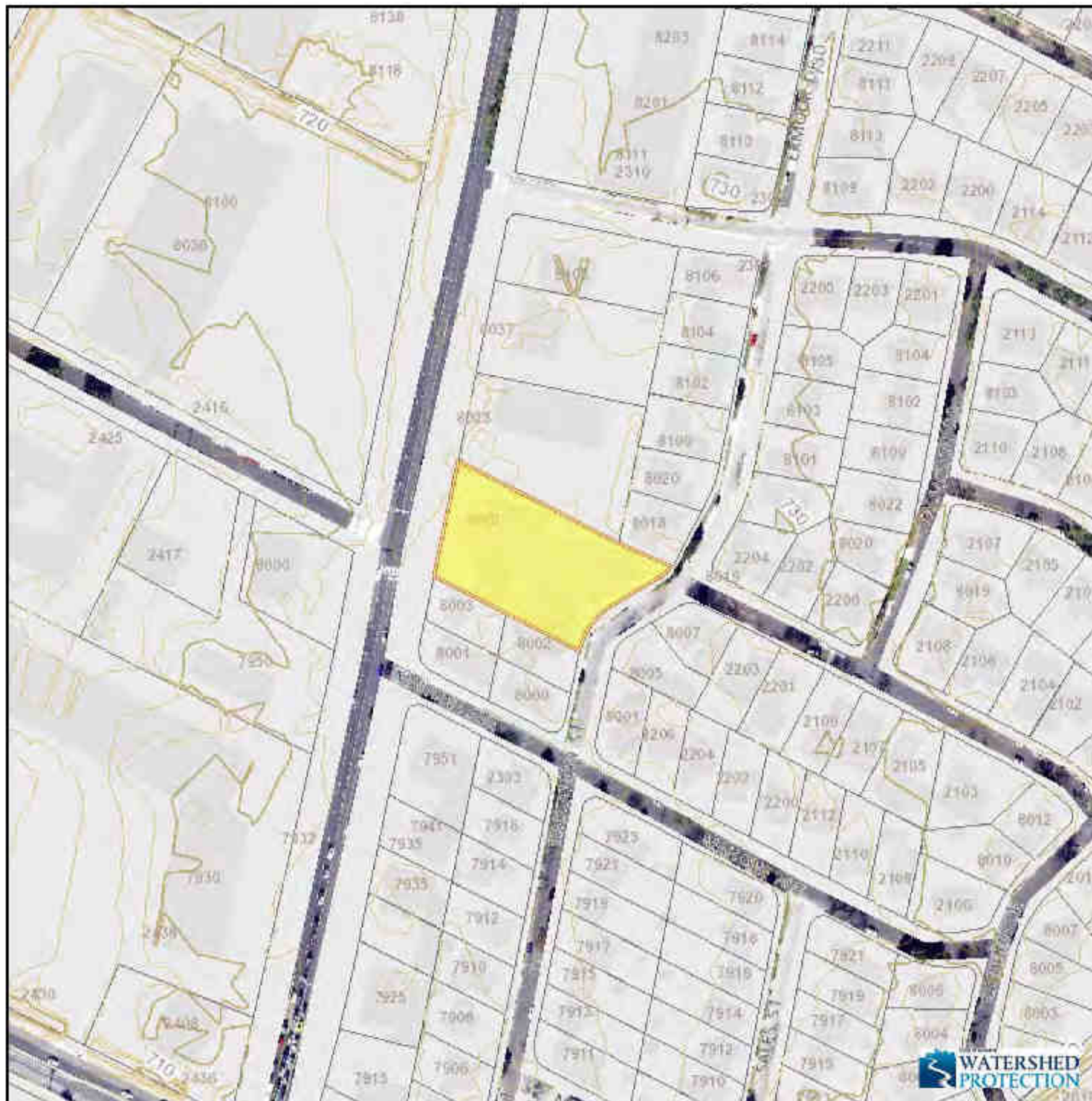


Elementary School - Burnet Place

ArcGIS Web AppBuilder

8/6/2021





FEMA Floodplains

The City of Austin Watershed Protection Department produced this product for informational purposes. It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. No warranty is made by the City of Austin regarding specific accuracy or completeness. Final determination of the floodplain status for a property must be based on a topographic survey by a Texas registered professional. For regulatory purposes, 100-Year floodplain elevations must be determined from an engineering model created in accordance with the Drainage Criteria Manual and approved by the City of Austin.

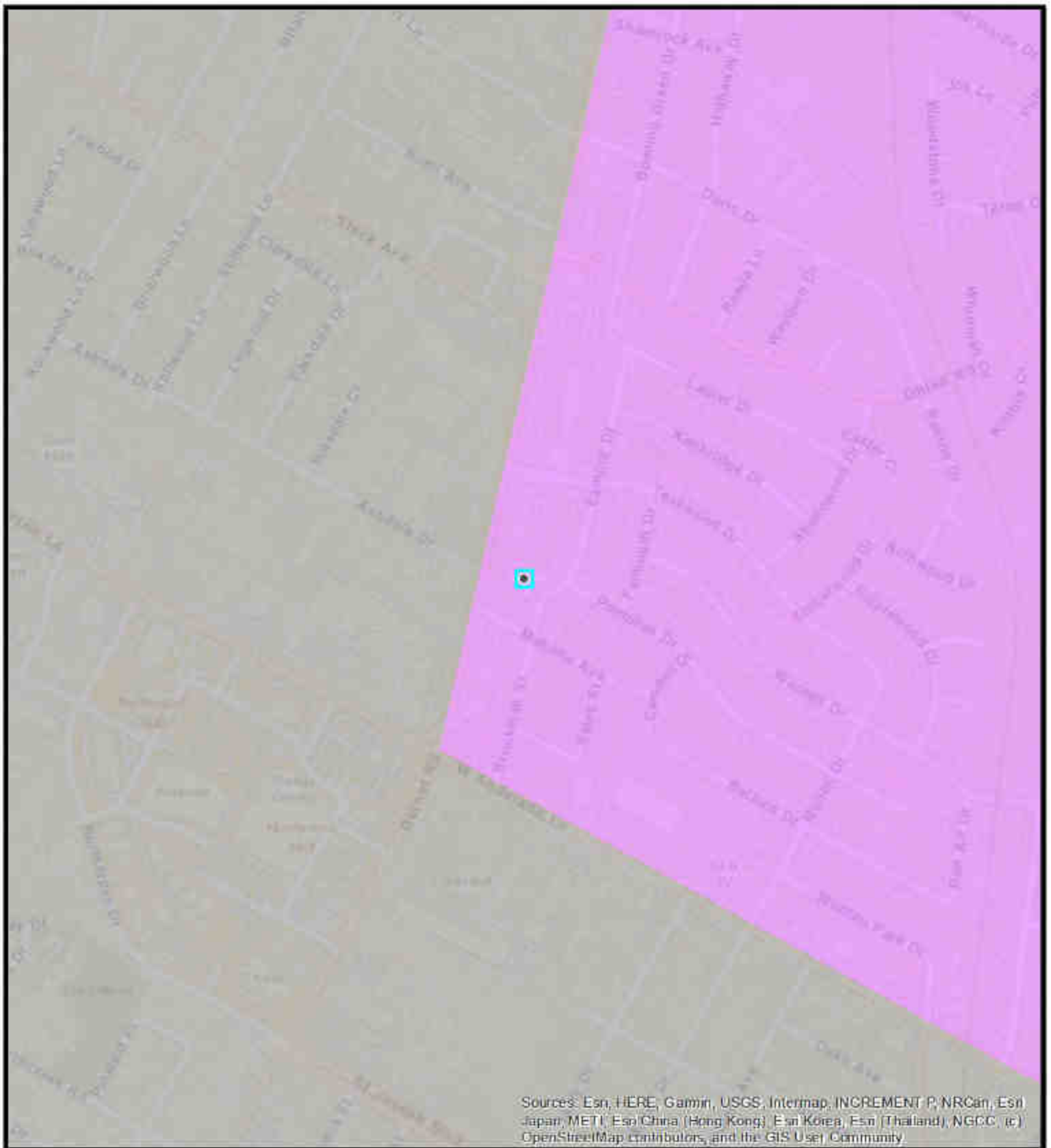
0 200 400 Feet



Prepared: 8/6/2021







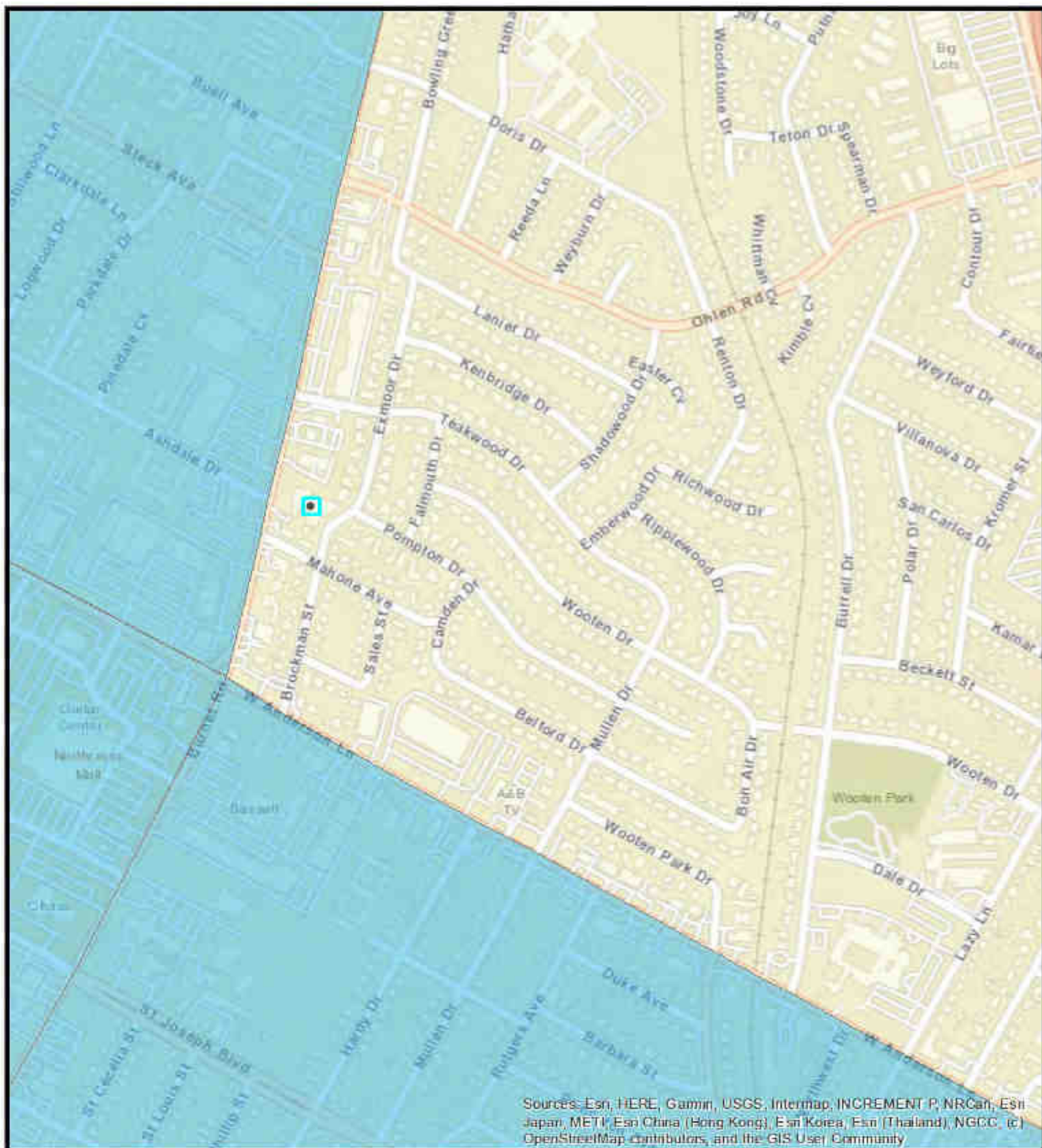


Imagine Austin_Burnet

ArcGIS Web AppBuilder
8/6/2021

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Opp Value-Burnet Place

ArcGIS Web AppBuilder
8/6/2021



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**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 5 – Property Info

5c. Zoning Verification Letter

Evidence of Zoning

Burnet Place Apartments is certified as a Type 2 development under Affordability Unlocked – an amendment to the City of Austin’s Land Development Code that went into effect on May 20, 2019. Affordability Unlocked allows for development bonuses in exchange for providing affordable housing as required by the amendment. An Affordability Unlocked certified project receives a height bonus and is not required to comply with compatibility standards (except side setbacks per zoning district), maximum floor-to-area ratio, minimum site area requirements, or parking requirements other than accessible parking that would normally be required by code. As long as a project is located in an acceptable zoning district per the Ordinance and certified under the Affordability Unlocked program, the project can be developed with the bonuses described without necessitating a zoning change. Burnet Place Apartments will provide 15 total parking spaces with 4 of those spaces being accessible and one of those accessible spaces being van accessible, as allowed by the Affordability Unlocked ordinance.



City of Austin

P.O. Box 1088, Austin, TX 78767
www.cityofaustin.org/housing

Neighborhood Housing and Community Development Department

July 10, 2020

Jennifer Hicks
True Casa Consulting, LLC
3000 Skylark Drive
Austin, TX 78757

Re: Zoning Verification for the Property located at 8007 Burnet Road, Austin, Travis County, Texas more particularly described as LOT 7, Block H, of ALLANDALE NORTH SECTION EIGHT, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58, Page 53, of the Plat Records of Travis County, Texas.

Dear Ms. Hicks:

This letter is to confirm that the property located at 8007 Burnet Road, Austin, Texas is zoned GR-MU-NP, SF-3-NP.

Under the GR-MU-NP, SF-3-NP classification applicable to this property, multi-family residential development is not permitted; however, this site has applied for Affordability Unlocked – a residential affordable housing development bonus program passed by Ordinance No. 20190509-027 – which allows a qualifying development as a permitted use in a commercial base zoning district such as GR or SF-3. A qualifying development is not required to comply with compatibility standards (except side setbacks per zoning district), maximum floor-to-area ratio, minimum site area requirements, or parking requirements other than accessible parking that would normally be required by code. Height bonuses are allocated based on the level of affordability.

Neighborhood Housing and Community Development (NHCD) has issued an Affordability Unlocked Development Bonus Certification as a Type 2 development under Affordability Unlocked that enables the development of the site as multifamily housing with the bonuses described above.

Sincerely,

Alex Radtke, Senior Planner
Neighborhood Housing and Community Development



AFFORDABILITY UNLOCKED LAND USE AND RESTRICTIONS AGREEMENT

This agreement is made this 14 day of January, 2021, by and between the City of Austin ("City"), a home-rule municipal corporation, acting by and through the Housing and Planning Department ("HPD" or "Department") and Project Transitions, Inc. (the "Owner").

RECITALS

WHEREAS, the Owner is the record owner of that certain real property located at what will be commonly known as, Burnet Place Apartments, 8007 Burnet Road, 78757, in the City of Austin, County of Travis, State of Texas (the "Property"), and whose legal description is set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner intends to develop, rehabilitate, or construct approximately **61 units** on the Property; and

WHEREAS, in connection therewith, the Owner sought and has or will receive one or more Land Use Incentives from the City's Affordability Unlocked Bonus Program ("Program"), which was adopted by ordinance and codified in the Land Development Code of the Austin City Code; and

WHEREAS, as a condition to receive the Land Use Incentives provided by the Program, the Owner agrees to set aside a certain percentage of Affordable Unit(s) at the Qualifying Development for rent to income Eligible Households so as to provide affordable housing opportunities to low- and moderate-income households; and

WHEREAS, the Department administers, coordinates, and implements various local, state, and federal public funding sources to promote the production of affordable housing citywide; and

WHEREAS, the Owner agrees that the Land Use Incentives received because of the Program benefit the Property, the Owner, and the future Owners; and

WHEREAS, it is the intent of the parties that the Affordable Unit(s) herein, shall be continuously held, and may only be rented subject to this Agreement for the benefit of Eligible Households; and

WHEREAS, it is the desire of the City and Owner to enter into this Agreement to ensure that such requirement or condition, whereby the Owner agrees to offer units for rental to Eligible Households, is fully complied with and to provide for the terms and conditions for the rental of Affordable Unit(s); and



WHEREAS, these provisions are for the purpose of enabling only Eligible Households to rent the Affordable Unit(s) at the Property,

NOW THEREFORE, in consideration of Land Use Incentives, mutual covenants, and representations herein contained, the parties enter into the following specific agreements and restrictions listed below.

SPECIFIC AGREEMENTS AND RESTRICTIONS

1. DEFINITIONS

- (A) Affordable Unit means a dwelling unit or sleeping unit provided for rent to an Eligible Household.
- (B) Agreement means this "Affordability Unlocked Land Use and Restrictions Agreement" between the City and the Owner.
- (C) Buyer means the entity or person who intends to hold a record ownership interest or receives a record ownership interest in the Property after the Effective Date of this Agreement.
- (D) Compliant Year means a continuous 12-month period where affordability requirements were met.
- (E) Duly Authorized Agent means a property manager, property management entity, and their agents.
- (F) Eligible Household means a household whose annual income does not exceed the applicable Median Family Income.
- (G) Funding Program means a local, state, or federal program with more restrictive affordability requirements or procedures and forms that apply to the Qualifying Development.
- (H) Land Use Incentives mean the waivers, bonuses, modifications, or increases authorized by the Program.
- (I) Maximum Rent means the maximum rental rate, by bedroom count, published by the Department.
- (J) Median Family Income (MFI) means the median family income for the Austin statistical metropolitan area as determined by the director of the City's Housing and Planning Department.
- (K) Minimum Affordability Period means the minimum number of years the Affordable Unit(s) must be available to Eligible Households.
- (L) Property means 8007 Burnet Road, Austin TX, 78757 as further described in Exhibit "A".
- (M) The Owner means each person or entity holding a record ownership interest in the Property, their successors and assignees, transferees, heirs, executors, administrators, or duly authorized agents. The Owner shall not include persons or entities who/which hold an interest merely as security for the performance of an obligation. Except for Section 2(F)(ii), the Owner shall not include persons or entities after they have ceased to hold a record ownership interest in the Property.



- (N) Qualifying Development means Burnet Place Apartments, 8700 Burnet Road, Austin TX 78757, a development accessing waivers and modifications of development regulations granted under a Type 2 level of affordability.

2. GENERAL REQUIREMENTS

- (A) Recitals. The recitals set forth above are incorporated into this Agreement for all purposes.
- (B) Runs with the Property.
- (i) This Agreement shall run with the Property for the Minimum Affordability Period.
 - (ii) The Department shall record this Agreement in the official real property records of Travis County, Texas, when the first certificate of occupancy for the Qualifying Development is issued by the City.
 - (iii) If this Agreement is amended or terminated, the Department shall record the amendment or termination.
- (C) Term of the Agreement.
- (i) This Agreement shall remain in effect for the Minimum Affordability Period unless the City, its successor or assigns, executes an amendment or a termination to this Agreement.
 - (ii) The Minimum Affordability Period is 48 Compliant Years from the date the last certificate of occupancy is issued for the Qualifying Development.
 - (iii) In addition to the equitable remedies described in Section 4, if the Department is unable to confirm, for any reason, that the affordability requirements were met during any 12-month period, such 12-month period is a noncompliant year and may not be used to satisfy the Minimum Affordability Period.
- (D) Binds the Owner's Successors and Assigns.
- (i) This Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns in ownership of the Property or any portion thereof and shall be binding upon and inure to the benefit of the City and its successors and assigns.
 - (ii) The City reserves the right to designate another public agency to perform the City's obligations or to exercise the City's rights under this Agreement.
 - (iii) This Agreement is enforceable against a Buyer even if the Owner fails to notify the Buyer of this Agreement.
- (E) Assignment and Assumption.
- (i) In the event of any sale, re-sale, or other transfer of the Property prior to the expiration of the term of this Agreement, as a condition of close of escrow or, if transferred without a closing, at the time of transfer:
 - (a) the Owner shall require the Buyer to execute an Assignment and Assumption Agreement ("Assignment") on a form approved by the City Attorney; and
 - (b) the Owner shall provide the Department with a copy of the Assignment as set forth in Section 5(E).



- (ii) If the Owner fails to assign or the Buyer fails to assume this Agreement before or at the transfer of the Property, this Agreement:
 - (a) remains binding upon the Owner until the Assignment is signed by both the Owner and the Buyer; and
 - (b) is binding upon the Buyer.
- (I) Affordable Unit(s).
 - (i) The Owner shall set aside 100% of the units as Affordable Unit(s) in the Qualifying Development.
 - (ii) The Owner shall set aside the following percentage of Affordable Unit(s) for the following MFI:
 - (a) 12 units at or below 30% MFI (Efficiency)
 - (b) 12 units at or below 40% MFI (Efficiency)
 - (c) 37 units at or below 50% MFI (Efficiency)
 - (iii) The Owner shall ensure that at least 25% of the Affordable Units, are available for supportive housing.
 - (iv) The Affordable Units may be floating or fixed.
- (G) Minimum Set-Aside Requirement. The Owner shall ensure that the minimum percentage of Affordable Unit(s) is maintained throughout the term of this Agreement.
- (H) Rent Limits. The Owner shall not charge more than the Maximum Rent for an Affordable Unit based on the MFI limit stipulated in this Agreement.
- (I) Verification/Income Eligibility.
 - (i) The Owner shall verify household income eligibility at the time of initial application and upon execution of each renewal.
 - (ii) Owner shall collect and maintain the documentation necessary to determine income eligibility of the applicant(s) for a rental unit.
 - (iii) The Owner shall require the applicant to declare all sources of regular continuing income for all adult household members.
 - (iv) Whenever household income must be verified, the Owner shall use the income verification forms made available by the Department.
 - (v) The Owner shall provide the Department with income verification forms when requested by the Department or the Department's agent.
- (J) Monitoring. The Owner shall cooperate in the monitoring process and shall comply with requests for information from the Department or the Department's agent.
- (K) Tenant File. The Owner shall maintain a tenant file for each required Affordable Unit. The file, at a minimum, must contain the following and be retained on-site for a period of no less than 4 years after the date the lease has expired:
 - (i) rental application;
 - (ii) current lease and subsequent lease renewals;
 - (iii) income eligibility/verification forms, including source documentation and household income calculation;



- (iv) annual, lease renewal income recertification, including income eligibility/verification forms, income source documentation and household income calculation;
 - (v) Department-approved Household Income Documentation Forms
 - (vi) HUD Median Family Income (MFI) Chart for original determination and subsequent renewals; and
 - (vii) chart showing Maximum Rent, which was used for establishing original base rent and subsequent renewals
- (L) Affordable Unit Leases.
- (i) The Owner shall include the lease addendum and provisions attached to this Agreement as Exhibit "B" in the Owner's lease or rental agreements.
 - (ii) To comply with the City's affordability requirements, the term of each lease or rental agreements must be a minimum of 12 months.
 - (iii) The Owner shall include the following requirements in each lease or rental agreement:
 - (a) provisions(s) that inform the applicant/tenant that the Owner relied on the income certification and supporting documents provided by the applicant/tenant that establish their eligibility for occupancy in one of the Affordable Unit(s);
 - (b) a statement that informs the applicant/tenant that any material misstatement in such certification (whether intentional or not) may be cause for immediate termination of the lease if the misstatement cannot be corrected and substantiated; and
 - (c) a statement that informs the applicant/tenant that their occupancy in one of the Affordable Unit(s) is subject to annual recertification.
- (M) Compliance with Fair Housing and Equal Opportunity Laws.
- (i) The Owner shall comply with applicable federal, state, and local fair housing and anti-discrimination laws in the marketing and provision of housing.
 - (ii) Occupants of Affordable Unit(s) shall have access to all on-site amenities available to market-rate units, including the same access to common areas and facilities provided to occupants of market-rate units.
 - (iii) The Owner may not discriminate on the basis of an individual's source of income, which means lawful, regular, and verifiable income including, but not limited to, housing vouchers and other subsidies provided by government or non-governmental entities, child support, or spousal maintenance, but does not include future gifts.
- (N) Affirmative Marketing of the Property. For purposes of initial rental of each Affordable Unit and for purposes of re-rental each time any Affordable Unit(s) becomes vacant, the Owner shall advertise and market the Property to Eligible Households and encourage their participation in applying for and occupying an Affordable Unit. The Owner complies with this provision if the Owner follows any written guidance provided by the Department.

3. PROCESSES



- (A) Unless the Qualifying Development is also subject to a Funding Program, the Owner shall use the procedures and forms promulgated by the Department to accomplish the following:
 - (i) determine household eligibility;
 - (ii) calculate income;
 - (iii) document and verify income for rental housing; and
 - (iv) comply with monitoring processes.
- (B) If the Qualifying Development is subject to a Funding Program, the Owner shall comply with the Funding Program to accomplish the following:
 - (i) determine household eligibility;
 - (ii) calculate income;
 - (iii) document and verify income for rental housing; and
 - (iv) comply with monitoring processes.
- (C) Remedial Actions.
 - (i) If the Department determines that the Owner has not met the Minimum Set-Aside Requirement or complied with this Section, the Owner will be given an opportunity to demonstrate compliance using facts and data.
 - (ii) If the Owner fails to demonstrate compliance, the Owner shall be required to take any corrective or remedial action within the timeframes specified by the Department. The actions required and timeframes specified will be provided in writing by the Department.

4. EQUITABLE REMEDIES FOR BREACH

- (A) The Owner acknowledges and agrees that:
 - (i) the Affordable Unit(s) provided under this Agreement are of a unique and special character;
 - (ii) the affordability restrictions are reasonable in scope and necessary to protect the City's legitimate interests; and
 - (iii) a breach or threatened breach by the Owner of any of its obligations under this Agreement would give rise to irreparable harm to the City for which monetary damages would not be an adequate remedy.
- (B) The Owner acknowledges and agrees that if a breach or a threatened breach by the Owner of any such obligations occurs:
 - (i) the City will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect to such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, or prove actual damages or that monetary damages will not afford an adequate remedy; and
 - (ii) the Owner will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in each case, consistent with the terms of this Section.
- (C) The Owner acknowledges and agrees:



- (i) that the failure to enforce any provision of this Agreement at any time does not constitute a waiver of the right thereafter to enforce this Agreement; and
- (ii) not to oppose or otherwise challenge the City's right to enforce this Agreement even if the City failed to enforce this Agreement previously.

5. GENERAL PROVISIONS

(A) Land Use Incentives.

- (i) This Agreement allows the Owner to utilize, for the Qualifying Development, one or more of the Land Use Incentives found in the following City Code sections:
 - (a) 25-2-518 (*Qualifying Development*);
 - (b) 25-2-534 (*Qualifying Development Exceptions*); and
 - (c) 25-6-471(f) (*Off-Street Parking Facility Required*).
- (ii) A copy of the City Code sections, as they existed on the date of this Agreement, are attached to this Agreement as Exhibit "C" and describe the Land Use Incentives applicable to the Qualifying Development.

(B) Notice of Duty Authorized Agent. The Owner shall provide notice as set forth in Section 5(F) within three business days from the date the Owner:

- (i) contracts with a property management entity, and
- (ii) designates an individual as the property manager.

(C) Notice and Opportunity to Cure. If the Department determines the Owner is out of compliance this Agreement, the Department will send a Notice of Default and Opportunity to Cure ("Cure Notice") to the Owner as set forth in Section 5(F). The Cure Notice will require the Owner to cure default within a specified period of time beginning from the date on the Cure Notice.

(D) This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or joint venture between the parties.

(E) Notices. All notices required under this Agreement shall be in writing, which include email, sent to the Owner and the City at the address(es) set forth below.

For the Department: Housing and Planning Department Attn: Real Estate Division Manager 1000 E 11 th Street, Ste 200 Austin, TX 78702	For the Owner: Project Transitions, Inc. Attn: Cynthia Herrera, Executive Director 7101 Woodrow Avenue Austin TX 78757
With Copy to: City of Austin Law Department P.O. Box 1088 Austin, TX 78767	

(F) Authority. Each party to this Agreement hereby represents and warrants that each person executing this Agreement on behalf of a party has the right, power, legal capacity, and authority to enter into and perform under the Agreement, that no approval or consent of



any other persons are necessary and that the Agreement constitutes a valid and binding obligation of such party, enforceable against such party.

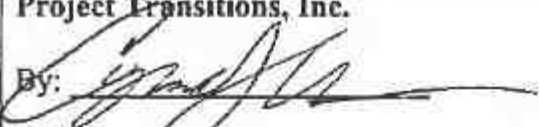

- (G) **Amendments.** This Agreement may be modified only by a writing properly executed by each of the parties. Any modification or amendment of this Agreement shall not be binding on the parties unless made in writing and properly executed by each of the parties.
- (H) **Governing Law and Venue**
 - (i) This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction.
 - (ii) Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.
- (I) **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
- (J) **Effective Date.** This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.
- (K) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and when the parties hereto have signed this Agreement shall be one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]



EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

Acknowledged:


Project Transitions, Inc. By:  Name: Cynthia Herrera Title: Executive Director	CITY OF AUSTIN By:  Name: <u>Rosie Truelove</u> Title: Director, Housing and Planning Department
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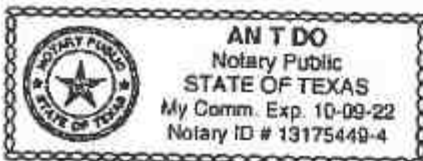
THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 6 day of November, 2020 by Cynthia Herrera, as Executive Director of Project Transitions, Inc., a Texas nonprofit Corporation, on behalf of said Project Transitions, Inc.


NOTARY PUBLIC, State of Texas
Print Name: ANT DO





THE STATE OF TEXAS

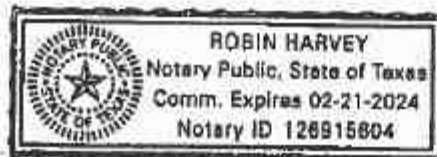
COUNTY OF TRAVIS

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~~2019~~ This instrument was acknowledged before me on this the 14 day of January, ~~2019~~, by Rosie Truelove as Director of Housing and Planning of the City of Austin, a municipal corporation, on behalf of the municipal corporation.

Robin Harvey
NOTARY PUBLIC, State of Texas

Print Name: Robin Harvey



APPROVED AS TO FORM:

By: M. Shannon Kackley

Print Name: M. Shannon Kackley
Assistant City Attorney
City of Austin Law Department

AFTER RECORDING RETURN TO:

Housing and Planning Department
1000 East 11th Street, Suite 200
Austin, TX 78702
Attn: Real Estate Division Manager



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 7, Block 11, of ALLANDALE NORTH SECTION EIGHT, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58, Page 53, of the Plat Records of Travis County, Texas.



EXHIBIT B

LEASE ADDENDUM

TENANT PROTECTIONSFOR CITY OF AUSTINAFFORDABILITY UNLOCKED DEVELOPMENT BONUS PROGRAMLEASE ADDENDUM

1. This Lease Agreement Addendum ("Addendum") is an addendum to the Lease Agreement (herein referred to as the "Lease Agreement"), entered into on _____ between _____ (herein referred to as "Owner") and _____ (herein referred to as "Tenant") for the leasing of the premises at _____ (herein referred to as "the Property"). The term Owner includes Owner's agent(s).
2. The provisions of this Addendum supersede in all respects any conflicting provisions contained in the Lease Agreement. To the extent any conflict exists between the Lease Agreement and this Addendum, the provisions of this Addendum shall govern.
3. The provisions of this Addendum shall apply during the entirety of a tenancy, including month-to-month tenancies and any holdover tenancy.
4. **Prohibited Lease Terms. The following provisions contained in the Lease Agreement shall be null and void and unenforceable:**
 - 4.1. Any and all provisions in the Lease Agreement in which the Tenant agrees to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease or the Property.
 - 4.2. Any and all provisions in the Lease Agreement governing the right of the Owner to take, hold, or sell personal property of the Tenant or household members without written notice to the Tenant and a court decision on the rights of the parties, with the exception of property remaining in a housing unit after the Tenant has moved out of the unit which is disposed of in accordance with State law.
 - 4.3. Any and all provisions in the Lease Agreement excusing the Owner from legal responsibility or liability for any action or failure to act, whether intentional or negligent.
 - 4.4. Any and all provisions in the Lease Agreement in which the Tenant agrees that the Owner may institute an eviction lawsuit against the Tenant without notice to the Tenant.
 - 4.5. Any and all provisions in the Lease Agreement in which the Tenant agrees that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - 4.6. Any and all provisions in the Lease Agreement in which the Tenant agrees to waiver of a trial by jury.
 - 4.7. Any and all provisions in the Lease Agreement in which the Tenant waives the right to appeal, or to otherwise challenge in court, a court decision in connection with the lease or Property.
 - 4.8. Any and all provisions in the lease agreement in which the Tenant is chargeable with costs of legal

EXHIBIT B

actions regardless of outcome, including agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against Tenant.

- 4.9. Any and all provisions in the Lease Agreement in which the Tenant agrees to waive the right to participate in a class action or collective action against the Owner.
- 4.10. Any and all provisions in the Lease Agreement requiring the Tenant (other than a tenant in transitional housing) to accept supportive services.
- 4.11. Any and all provisions in the Lease Agreement allowing the Owner to enter the Tenant's unit with less than twenty-four (24) hours' notice, except in the case of an emergency.
- 4.12. Any and all provisions in the Lease Agreement in which the Tenant agrees to pay charges and/or fees for late payments that are not a reasonable measure of actual and quantifiable damages to the Owner related to the late payments.
- 4.13. Any and all provisions in the Lease Agreement in which the Tenant agrees that the Owner has discretion to apply payments by Tenant to unpaid obligations, other than those designated by the Tenant.
- 4.14. Any and all provisions in the Lease Agreement in which the Tenant agrees that the Tenant is presumed responsible to have caused the conditions that necessitate repairs and pest treatments.
- 4.15. Any and all provisions in the Lease Agreement which prohibit the Tenant from having an overnight guest without permission of the Owner, if the guest is to stay for seven nights or fewer on the Property (unless the guest has previously been prohibited from entering the Property).
- 4.16. Any and all provisions in the Lease Agreement which prohibit the Tenant from paying rent by money order, cashier's check, or check (unless the Tenant's checks have previously been returned because of insufficient funds) or for charging additional fees based on the method of payment by the Tenant.

5. Termination of Tenancy:

- 5.1. Grounds for termination or nonrenewal. Owner may not terminate the tenancy or refuse to renew the lease of a Tenant except for:
 - 5.1.1. serious or repeated violations of the terms and conditions of the Lease Agreement; or
 - 5.1.2. violations of applicable Federal, State, or local laws; or
 - 5.1.3. completion of tenancy period for transitional housing; or
 - 5.1.4. the temporary or permanent uninhabitability of the project justifying relocation of all or some of the project's tenants (except where such uninhabitability is caused by the actions or inactions of the Owner). Termination on these grounds shall trigger the Relocation provisions in Section 11.
- 5.2. Notices. To terminate or nonrenew the lease, Owner shall serve written notice upon the Tenant specifying the grounds for the termination or nonrenewal at least thirty (30) days before the effective date of the termination or nonrenewal. The notice to terminate or nonrenewal shall be served on the Tenant by either: (1) both first class mail and either certified or registered mail; or

EXHIBIT B

(2) by personal delivery to the Tenant or a household member eighteen years or older. The written notice shall advise the Tenant that she has ten (10) days within which to discuss the proposed termination or nonrenewal of tenancy with the Owner. If the Tenant requests the meeting, Owner agrees to discuss the proposed termination or nonrenewal with the Tenant. The Tenant has the right to examine their tenant file before the meeting. If the dispute is not resolved and the Tenant does not vacate the premises by the effective date of the termination as set forth in the notice of lease termination, Owner shall give the Tenant at least three days written notice to vacate the premises and, if the Tenant has not vacated the premises by the end of the third day, Owner may then proceed to obtain possession by a forcible entry and detainer lawsuit in the appropriate justice of the peace court. Owner agrees that Owner's failure to follow these procedures shall be cause for dismissal without prejudice of an eviction lawsuit.

- 5.3. Opportunity to cure prior to filing of lawsuit. Prior to serving the thirty-day notice to terminate or refusal to renew the tenancy on the Tenant, Owner shall provide Tenant with at least a ten-day opportunity to cure any alleged lease violation with the exception of lease violations based on drug activity; serious, violent criminal activity; or other serious criminal activity.
- 5.4. Owner's sole remedy related to repair damages. Owner agrees that its sole remedy to recover damages related to repairing the Property is to file suit for damages only in a court of competent jurisdiction. In a suit for damages under this section, Owner may not seek to evict Tenant from the Property. Owner agrees that its damages are limited to actual damages, reasonable attorney's fees, and court cost. Tenant shall have thirty days from the date a judgment is entered to pay Owner for damages under this Section. Owner agrees that if it files an eviction suit to recover only repair damages, Tenant may request the Court to dismiss the suit based on Owner's limitation of remedies contained in this Section.
6. **Entry into Unit.** Owner, or Owner's representative or servicemen, may enter the unit during reasonable times for any reasonable business purpose after providing at least twenty-four- hours' notice to the Tenant, with the exception of emergencies, for which no advance notice shall be required. Whenever the Tenant or household member over the age of 18 is not present in the unit at the time of entry, written notice stating the purpose of the entry thereof shall be left in the apartment after entry. Entries by Owner shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the unit.
7. **Tenant's Right to Conduct Activities related to a Tenant Organization.** Tenant and tenant organizers may conduct activities on the Property related to the establishment or operation of a tenant organization. Upon request by the Tenant, Owner agrees to meet with Tenant and a member of a tenant association during regular business hours to discuss matters related to the Property and the apartment complex. Owner agrees not to retaliate against Tenant and Tenant's guests by taking an action because Tenant established, attempted to establish, or participated in a tenant organization.
8. **Tenant's Right to Information.** Upon request by the Tenant, the Tenant has a right to see their tenant file, including but not limited to their Lease Agreement, Lease Addendum, and payment ledger.
9. **Common Area Access.** Tenant may access common areas, including the Property's community room, free of charge, during reasonable hours for tenant organization activities.
10. **Remediation of Hazardous Health Conditions.** Owner shall address and remediate hazardous health conditions, including but not limited to mold in indoor areas, in a timely manner, which is presumed to be seven (7) days from the receipt of notice about the condition. Owner may rebut this presumption by establishing that the condition was remediated in a timely manner based on the specific facts of the condition and remediation.

EXHIBIT B

11. **Costs of Repairs.** Except in case of an emergency, Owner may not charge Tenant for repairs made to the Property without first notifying Tenant in writing prior to making the repairs of the estimated costs for the repairs. Owner agrees that Tenant has the right to challenge the necessity and extent of the repairs. In addition, Owner agrees that his remedy related to repairs to Tenant's Property is limited by Section 5.4 of this Lease Addendum.
12. **Relocation.**
 - 12.1. Relocation Assistance. Owner agrees to provide relocation assistance to Tenant if Tenant is permanently or temporarily forced to vacate their unit due to repair, transfer, sale or renovation of the Property. The relocation assistance shall consist of: moving expenses (including the actual and reasonable expenses of related to moving Tenant, Tenant's household members, and their personal property), utility connection fees, non-refundable deposits, and rent increases at a temporary unit during the period of relocation. Payment for permanently displaced Tenants shall consist of the amount necessary to enable the Tenant to lease or rent a comparable dwelling for up to 42 months, as consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA").
 - 12.2. Right to Return. If the Tenant is relocated because of renovations or repairs at the Property, Owner agrees to provide the Tenant the opportunity to return to their original unit or a comparable unit at the same Property. A comparable unit has the same number of bedrooms or equivalent square footage.
13. **Tenant Agreement to Provide Requested Information.** The Tenant understands that the unit leased under the Lease Agreement has received governmental subsidies and that, as a condition of the governmental subsidy, the Tenant is required and hereby agrees to provide Owner with any information and sign such releases which are necessary to allow Owner to verify the Tenant's income and otherwise comply with government rules and regulations. The Tenant agrees to provide Owner accurate and complete information regarding the Tenant's income and to do so by the date specified in Owner's request. The Tenant understands that the intentional failure to supply accurate and complete information regarding Tenant's income shall constitute a serious lease violation. All Tenant files will be available for inspection by all applicable federal, state, and local agencies. The Tenant hereby consents to release of all such information by Owner to governmental agencies.
14. **Copies of Lease Agreement.** Owner agrees to provide Tenant a copy of the Lease Agreement and this Addendum in the language in which the lease was negotiated. Owner also agrees to provide Tenant a copy of any other rules or policies issued by Owner that govern the Tenant's conduct at the Property. Owner agrees to attach a copy of this Addendum to any petition filed in an eviction proceeding against the Tenant. Owner agrees that Owner's failure to provide a copy of this Addendum to the Tenant or to the Court shall be cause for dismissal without prejudice of any eviction lawsuit filed by the Owner.
15. This Addendum is deemed to have been made in compliance with all applicable State and local laws, and if any section or part is not lawful, only that section or part shall be void, and the balance of the Addendum shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXHIBIT B

BY: _____
Owner's Representative Date

Tenant Date

LANDLORD: THIS DOCUMENT MUST BE ATTACHED TO THE LEASE.



EXHIBIT C

CITY CODE SECTIONS IN EFFECT ON DATE OF AGREEMENT

ORDINANCE NO. 20190509-027

AN ORDINANCE AMENDING CITY CODE TITLE 25 (*LAND DEVELOPMENT CODE*) CREATING A RESIDENTIAL AFFORDABLE HOUSING DEVELOPMENT BONUS PROGRAM; WAIVING, MODIFYING, AND ESTABLISHING REQUIREMENTS; CREATING AN OFFENSE; AND ESTABLISHING A PENALTY.

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

PART 1. FINDINGS.

The council finds the following:

- (1) The Strategic Housing Blueprint (Blueprint) establishes a City-wide goal to produce a total of 135,000 new units with a goal of at least 60,000 new income restricted units by 2027.
- (2) There is a need for affordable housing of all types throughout the City including, but not limited, to single family, duplex, townhome, condominium, and multi-family.
- (3) The City is dedicated to finding creative, innovative solutions to address the City's affordable housing crisis, to create more affordable housing, to increase the effectiveness of public dollars used for affordable housing, and to meet the goals of the Blueprint.
- (4) In November 2018, voters approved \$250 million for affordable housing. Additionally, 4% and 9% Low Income Housing Tax Credits (LIHTC) are popular financing tools to create affordable housing and require at least 50% of a development's dwelling units to serve households that average 60% median family income.
- (5) This city-wide program, which was initiated in Resolution No. 20190221-027, is necessary to encourage the development of affordable housing throughout the City.

PART 2. City Code Chapter 25-1, Article 15 (*Housing*) is amended to add a new Division 4 (*Affordability Unlocked Bonus Program*) to read as follows:

Division 4. Affordability Unlocked Bonus Program.

§ 25-1-720 PURPOSE, APPLICABILITY, SHORT TITLE, AUTHORITY, AND CONFLICT.

- (A) The purpose of this division is to establish a voluntary affordable housing bonus program that allows for increased density for residential dwelling units.
- (B) This division applies within the zoning jurisdiction.
- (C) This division may be cited as "Affordability Unlocked Bonus Program".
- (D) The director may adopt, implement, and enforce:
 - (1) program guidelines; and
 - (2) administrative rules in accordance with Chapter 1-2 (*Administrative Rules*).
- (E) A provision of this title that is specifically applicable to a qualifying development governs over a conflicting provision of this title.

§ 25-1-721 DEFINITIONS.

In this division,

- (1) GOVERNMENT-OPERATED AFFORDABLE HOUSING PROGRAM means a program operated by a federal, state, or local department that provides financial or other form of subsidy for the purpose of providing affordable housing.
- (2) HOUSING FOR OLDER PERSONS means housing for households with at least one individual who is at least 62 years of age at the time of initial occupancy.
- (3) MFI means median family income for the Austin metropolitan statistical area.
- (4) QUALIFYING DEVELOPMENT means a development certified under Section 25-1-724 (*Certification*) and participating in the Affordability Unlocked Bonus Program.
- (5) SLEEPING UNIT means a bedroom in a structure that serves as a dwelling unit for seven or more unrelated individuals who share amenities, such as a kitchen, bathrooms, or living areas.
- (6) SUPPORTIVE HOUSING means housing that includes non-time-limited affordable housing assistance with wrap-around supportive

services for individuals experiencing homelessness, as well as other individuals with disabilities.

§ 25-1-722 ELIGIBILITY.

- (A) A proposed development qualifies as a Type 1 development and is eligible for this program if:
- (1) it includes:
 - (a) a minimum of three dwelling units,
 - (b) only affordable dwelling units; or
 - (c) one or more structures that serve as a dwelling unit for seven or more unrelated individuals who share amenities, such as a kitchen, bathrooms, or living areas;
 - (2) at least 25 percent of the affordable dwelling units include two or more bedrooms, supportive housing, housing for older persons, or any combination of the three;
 - (3) not more than 25 percent of the proposed development's gross floor area is for commercial uses;
 - (4) it is new construction, it is redevelopment of a site without existing multi-family structures, or the existing development on the site complies with the requirements in Subsection (D); and
 - (5) it meets the requirements set forth in Section 25-1-723 (*Affordability Requirements*).
- (B) Except for a proposed development participating in a government-operated affordable housing program with stricter requirements, the applicant for a proposed rental development:
- (1) shall incorporate lease provisions that are consistent with:
 - (a) the U.S. Department of Housing and Urban Development (HUD) Section 8 Tenant-Based Assistance Housing Choice Voucher (HCV) Program related to the termination of tenancy by owner;
 - (b) any lease addendum required as a condition to receive city or Austin Housing Finance Corporation (AHFC) funds; and
 - (c) 24 C.F.R. § 245.100 related to a tenant's right to organize; and

- (2) may not discriminate on the basis of an individual's source of income as defined in Section 5-1-13 (*Definitions*).
- (C) A proposed development qualifies as a Type 2 development and is eligible for additional bonuses if it meets the standards imposed in Subsections (A) and (B) plus one or more of the following:
 - (1) at least 50 percent of the affordable dwelling units include two or more bedrooms;
 - (2) for a rental development:
 - (a) at least 75 percent of the total units or sleeping units serve households whose incomes average 60 percent MFI or below, rounded up to the nearest unit or sleeping unit; or
 - (b) at least 10 percent of the affordable units or sleeping units serve households with incomes of 30 percent MFI or below, rounded up to the nearest unit or sleeping unit; or
 - (3) for an owner-occupied development, at least 75 percent of the owner-occupied dwelling units or sleeping units serve households whose incomes average 80 percent MFI or below; or
 - (4) is located within $\frac{1}{4}$ mile of an activity corridor designated in the Imagine Austin Comprehensive Plan and is served by a bus or transit line.
- (D) A proposed development that will require the applicant to redevelop or rebuild an existing multi-family structure is eligible for this program if:
 - (1) the proposed development meets the standards imposed in Subsections (A) and (B);
 - (2) the existing multi-family structure requires extensive repairs and for which rehabilitation costs will exceed 50 percent of the market value, as determined by the building official;
 - (3) the proposed development will replace all existing units that were affordable to a household earning 80 percent MFI or below in the previous year and have at least as many bedrooms;
 - (4) the applicant provides current tenants with:
 - (a) notice and information about the proposed development on a form approved by the director; and

- (b) relocation benefits that are consistent with Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A. 4601, *et seq.*; and
- (5) the applicant grants current tenants the option to lease a unit of comparable affordability and size following completion of redevelopment.

§ 25-1-723 AFFORDABILITY REQUIREMENTS.

- (A) An applicant complies with the requirements in this section if the applicant participates in a government-operated affordable housing program that imposes, at a minimum, the same affordability requirements.
- (B) A rental development must comply with at least the following:
 - (1) at least 50 percent of the total units or sleeping units serve households whose incomes average 60 percent MFI or below; and
 - (2) at least 20 percent of the total units or sleeping units serve households with incomes of 50 percent MFI or below.
- (C) Except for a Type 2 owner-occupied development that complies with the requirements in Section 25-1-722(C)(3), at least 50 percent of the owner-occupied dwelling units or sleeping units must serve households whose incomes average 80 percent MFI or below.
- (D) If the number of units required in this section include less than a whole unit, the unit number is rounded up to the nearest whole unit.
- (E) The minimum affordability period for a rental development is the greater of the affordability period required for development receiving city or Austin Housing Finance Corporation (AHFC) funds or 40 years following the issuance of the last certificate of occupancy required for the qualifying development.
- (F) The minimum affordability period for an owner-occupied dwelling unit is 99 years following the issuance of a certificate of occupancy for the owner-occupied dwelling unit.
- (G) In a multi-phased qualifying development, the director may begin the minimum affordability period upon the issuance of the last certificate of occupancy for each phase.

§ 25-1-724 CERTIFICATION.

- (A) If the director certifies that a proposed development meets the requirements of this division, the accountable official is authorized to process a development application as a qualifying development.
- (B) Before the director may certify that a proposed development meets the requirements of this division, the applicant shall execute:
 - (1) an agreement to preserve the minimum affordability period and related requirements imposed by this division; and
 - (2) a document for recording in the real property records that provides notice of or preserves the minimum affordability requirements imposed by this division.
- (C) The form of the documents described in Subsection (B) must be approved by the city attorney.
- (D) The director may certify an applicant who complies with the requirements in Subsection (B) because the applicant participates in a government-operated affordable housing program that imposes, at a minimum, the same affordability requirements.

§ 25-1-725 POST-CONSTRUCTION REQUIREMENTS AND PENALTY.

- (A) For a rental development, the property owner or the property owner's agent shall provide the director with information that allows the director to verify compliance with the affordability requirements. The information shall be provided on an annual basis and on a form approved by the director.
- (B) If, for any reason, the director is unable to confirm that the affordability requirements were met during any 12-month period, the preceding 12 months may not be used to satisfy the minimum affordability requirements in Section 25-1-723 (*Affordability Requirements*).
- (C) An applicant complies with the requirements in this section if the applicant complies with monitoring and income verification requirements that are imposed and enforced as part of a government-operated affordable housing program.
- (D) A person commits an offense if the person fails to comply with the requirement in Subsection (A). A culpable mental state is not required, and need not be proved. A person commits a separate offense for each day the

person fails to provide the documentation. Each offense is punishable by a fine not to exceed \$500.

PART 3. City Code Chapter 25-2, Subchapter C, Article 2, Division 2 (*Requirements for All Districts*) is amended to add a new Section 25-2-518 (*Qualifying Development*) to read as follows:

§ 25-2-518 QUALIFYING DEVELOPMENT.

- (A) In this section, a qualifying development is a development certified under Section 25-1-724 (*Certification*) and participating in the Affordability Unlocked Bonus Program.
- (B) Notwithstanding any ordinance or City Code provision to contrary, a qualifying development is a permitted use under Section 25-2-491 (*Permitted, Conditional, and Prohibited Uses*) in:
 - (1) a residential base zoning district;
 - (2) a commercial base zoning district;
 - (3) a special purpose base zoning district, except on a site designated:
 - (a) agricultural (AG),
 - (b) aviation (AV); or
 - (4) a combining and overlay district.
- (C) No more than 25 percent of the gross floor area of the qualifying development may be comprised of commercial uses. The permitted commercial uses are determined using the base zoning district.
- (D) A qualifying development is not required to comply with:
 - (1) the height and setback requirements of Article 10 (*Compatibility Standards*) except to maintain side setbacks as required by the base zoning district;
 - (2) the maximum floor-to-area ratio for the applicable base zoning district under Section 25-2-492 (*Site Development Regulations*);
 - (3) Subchapter F (*Residential Design and Compatibility Standards*) except to maintain side setbacks as required by the base zoning district;
 - (4) Section 25-2-773 (*Duplex Residential Use*); or
 - (5) minimum site area requirements.

(E) This subsection applies to a qualifying development located in urban residence (SF-5) or more restrictive zoning district and the height of the development exceeds 35 or three stories.

(1) A qualifying development must comply with:

- (a) Section 25-2-1066 (*Screening Requirements*); and
- (b) Subsections (A) and (B) in Section 25-2-1067 (*Design Regulations*).

(2) A person must enclose a refuse receptacle, including a dumpster.

(3) The location of and access to a refuse receptacle is subject to review and approval by the accountable official.

(4) A person may not collect or allow another to collect refuse receptacles between 10:00 p.m. and 7:00 a.m.

PART 4. City Code Chapter 25-2, Subchapter C, Article 2, Division 3 (*Exceptions*) is amended to add a new Section 25-2-534 (*Qualifying Development Exceptions*) to read as follows:

§ 25-2-534 QUALIFYING DEVELOPMENT EXCEPTIONS.

(A) In this section, a qualifying development is a development certified under Section 25-1-724 (*Certification*) and participating in the Affordability Unlocked Bonus Program.

(B) A qualifying development is not subject to Section 25-2-511 (*Dwelling Unit Occupancy Limit*).

(C) Minimum lot size for a qualifying development is 2,500 square feet.

(D) Minimum lot width for a qualifying development is 25 feet.

(E) A Type 1 development may:

- (1) construct to a height that is the applicable base zoning district height limit multiplied by 1.25;
- (2) reduce front yard setbacks by 50 percent;
- (3) reduce rear setbacks by 50 percent; and
- (4) include six dwelling units if the existing zoning on the site is Single Family Residential Small (SF-4A), Single Family Residence Condominium Site (SF-4B), or more restrictive.

- (F) In addition to Subsection (E), a Type 2 development may:
- (1) construct to a height that is the applicable base zoning district height limit multiplied by 1.5; and
 - (2) include eight dwelling units if the existing zoning on the site is Single Family Residential Small (SF-4A), Single Family Residence Condominium Site (SF-4B), or more restrictive.
- (G) If a qualifying development is also eligible to utilize a separate density bonus program that grants density bonuses for the provision of affordable dwelling units or for the payment of a fee-in-lieu for affordable housing, then the qualifying development may comply with the least restrictive site development requirements if all affordable dwelling units are provided on-site.
- (H) A qualifying development will comply with impervious cover as allowed by zoning.

PART 5. City Code Section 25-6-471 (*Off-Street Parking Facility Required*) is amended to add new Subsections (I) and (J) to read as follows:

§ 25-6-471 OFF-STREET PARKING FACILITY REQUIRED.

(I) In this section,

- (1) ACCESSIBLE SPACE means a parking space for an individual with a disability that complies with the Americans with Disabilities Act (ADA) and Fair Housing Act Amendments (FHAA), as appropriate; and
- (2) QUALIFYING DEVELOPMENT means a development certified under Section 25-1-724 (Certification) and participating in the Affordability Unlocked Bonus Program.

(J) A qualifying development is not required to comply with Appendix A of Chapter 25-6 (Transportation) but must comply with this section.

- (1) If the parking provided by a qualifying development with more than two units is fewer parking spaces than required in Appendix A (Tables of Off-Street Parking and Loading Requirements), the minimum number of required off-street accessible spaces is the greater of:
 - (a) one accessible parking space;

- (b) the number of accessible spaces required under the Building Code based on 100 percent of the parking required for the use under Appendix A (*Tables of Off-Street Parking and Loading Requirements*); or
 - (c) the number of accessible spaces required under the ADA or the FHAA, as appropriate.
- (2) An accessible space must be adjacent to the site and on an accessible route.
- (3) An accessible parking space must comply with design, accessibility, and location requirements imposed by the ADA and the FFHA, as appropriate.
- (4) Accessible parking detailed in Subsection (J)(1) must be provided off-street except insofar as on-street or off-site parking is allowed elsewhere in this title.

PART 6. The city shall enter into an agreement with each qualifying development, whether or not supported with city investments, that will include at least the following provisions to ensure compliance with affordability requirements established in this program, as well as ongoing affordability:

- (1) for owner-occupied housing, granting the City a right of first refusal for purchase of the property upon sale;
- (2) provisions related to penalties for repeated violations; and
- (3) other options the city deems appropriate.

PART 7. The administrative rules implementing the Affordability Unlocked Bonus Program shall at a minimum establish:

- (1) rent level standards based on the different median family income (MFI) level targets and varying to reflect different unit types; and
- (2) determine income eligibility standards for renters and owners.

PART 8. This ordinance takes effect on May 20, 2019.

PASSED AND APPROVED

May 9, 2019

§
§
§

Steve Adler
Mayor

APPROVED:

Al

Anne L. Morgan
City Attorney

ATTEST:

Erika Brady for

Jannette S. Goodall
City Clerk

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 5 – Property Info

5d. Proof of Site Control

Evidence of Site Control

Project Transitions, Inc. closed on the purchase of the Development site for Burnet Place Apartments on 9/27/2019.

Please find attached the following documents to evidence site control:

- Warranty Deed
- Settlement Statement
- Addendum to Closing Statement signed by both parties

WE CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
EXECUTED ON THE DATES AND BY THE
PARTIES SHOWN HEREON.

Special Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: September 27th, 2019

Grantor: 8007 Burnet Holdings, LLC

Grantor's Mailing Address: 122 Adelphi Street, Apt. 10
Brooklyn, New York 11205-3082

Grantee: Project Transitions, Inc., a Texas Non-Profit Corporation

Grantee's Mailing Address: P.O. Box 4826
Austin, Texas 78765

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Austin Housing Finance Corporation (hereinafter "Lender") in the principal amount of Two Million Nine Hundred One Thousand Nine Hundred Ninety-Two and No/100 DOLLARS (\$2,901,992.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed for the benefit of said Lender and the same are hereby transferred and assigned to said Lender and by a first-lien deed of trust of even date from Grantee to Rosie Truelove, trustee.

Property (including any improvements):

Lot 7, Block H, of ALLANDALE NORTH SECTION EIGHT, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58, Page 53, of the Plat Records of Travis County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

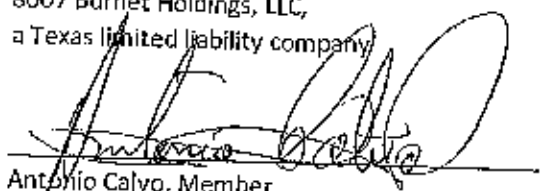
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through or under Grantor, but not otherwise.

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record, as reflected by the records of the County Clerk of the aforesaid County, and subject further to the taxes for the year 2019 and subsequent years.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

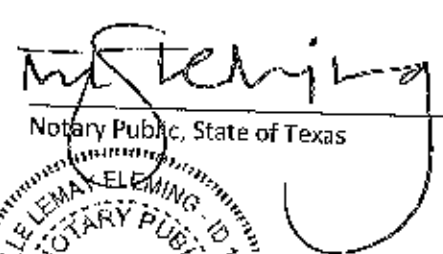
When the context requires, singular nouns and pronouns include the plural.

8007 Burnet Holdings, LLC,
a Texas limited liability company


Antonio Calvo, Member

STATE OF TEXAS)
COUNTY OF Travis)

This instrument was acknowledged before me on September 27th, 2019, by Antonio Calvo, as Member, of 8007 Burnet Holdings, LLC, a Texas limited liability company, on behalf of said entity.


Notary Public, State of Texas

Return to:

P.O. Box 4826
Austin, TX
78765



THIS IS A TRUE
 AND CORRECT COPY OF THE ORIGINAL
 AS DATED ON THE DATES AND BY THE
 NAMES SHOWN HEREON.

Texas National Title, Inc.
 721 Highway 290 West, Suite 200
 Dripping Springs, TX 78620
 (512) 357-3540

File Number: T-116444
 Loan Amount: \$2,901,922.00
 Sales Price: \$2,900,000.00
 Close Date: 06/23/19
 Document Date: 06/27/2019

BUYER(S) CLOSING STATEMENT

Property: Sale
 1007 BURNET ROAD
 AUSTIN, TX 78757 (TRAVIS)
 242403

Buyer(s): PROJECT TRANSITIONS INC (A TEXAS NON-PROFIT CORPORATION), ASSIGNS OR
 AFFILIATES
 7131 Woodrow Ave.
 Austin, TX 78757

Order: Austin Housing Finance Corporation
 P.O. Box 1006, 78667

Legal Desc: Lot T, Block H, of ALLANDALE NORTH SECTION EIGHT, a subdivision in Travis County, Texas, according to the map or
 plat of record in Volume 63, Page 63, of the Plat Records of Travis County, Texas.

Description	Debit	Credit
Specials, Credits, Debits		
Contract sales price		\$2,900,000.00
Deposit or Earnest Money from Texas National Title, Inc.		\$60,000.00
Release of Earnest Money 4/1 to 8007 Burnet Holdings, LLC, A Texas limited liability company	\$10,000.00	
Partial Release of Earnest Money 4/1 to 8007 Burnet Holdings, LLC, A Texas limited liability company	\$10,000.00	
Partial Release of Earnest Money 5/1 to 8007 Burnet Holdings, LLC, A Texas limited liability company	\$10,000.00	
Partial Release of Earnest Money 7/1 to 8007 Burnet Holdings, LLC, A Texas limited liability company	\$10,000.00	
Partial Release of Earnest Money 9/1 to 8007 Burnet Holdings, LLC, A Texas limited liability company	\$10,000.00	
Held Back to Austin Housing Finance Corporation	\$1,325.00	
Held Back to Austin Housing Finance Corporation	\$114,900.00	
Independent Contribution		\$300.00
Total Funds Released to Seller		\$60,000.00
Debits		
County taxes 1/1/2019 to 6/30/2019 @ \$73.63470/Year		\$54,455.55
on Loans		
Principal amount of new loan		\$2,001,985.00
Debit Charges		
Lenders coverage \$2,901,922.00 Premium \$105.00 to Texas National Title, Inc.	\$105.00	
B-24 Not Yet Due and Payable Tax Amendment Endorsement(s) to Texas National Title, Inc.	\$5.00	
T-10 Easements, Encroachments, Minors (Non-Resale) Endorsement(s) to Texas National Title, Inc.	\$1,381.00	
T-20 Tax Delinquent Endorsement(s) to Texas National Title, Inc.	\$80.00	
Endorsement(s) to Texas National Title, Inc.		
T-3 Area and Boundary (Non-Resale) Endorsement(s) to Texas National Title, Inc.	\$7,070.00	
T-15.1 Easements, Encroachments, Minors (Non-Resale) Endorsement(s) to Texas National Title, Inc.	\$8,390.00	
Escrow/Recording Service Fee to Texas National Title, Inc.	\$17.04	
Sold/Grant or closing fee to Texas National Title, Inc. \$300.00 Total \$930.00	\$930.00	
State of Texas Guarantee Assessment Recoupment Fee to Texas Title Insurance Guaranty Association \$2.00	\$2.00	
Government Recording and Transfer Charges		
Recording fees Paid \$30.00		\$30.00
Mortgage \$74.00		\$74.00
Restrictive Covenants to MHC Recording Account \$46.00		\$46.00
Environmental Indemnity Agreement to MHC Recording Account \$08.00		\$08.00
Totals	\$3,062,463.00	\$3,078,681.55

Balance Due FROM Borrower: \$3,591.54

APPROVED AND ACCEPTED

BUYER(S)

Project Transition, Inc.
a Texas limited liability partnership


Craig Davis, President

SETTLER/COORDINATOR


Michael L. Lohr

Addendum to Closing Statement

File Number: T-116444-MF

Date:

Legal Description:

Lot 7, Block H, of ALLANDALE NORTH SECTION EIGHT, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58, Page 53, of the Plat Records of Travis County, Texas.

I have carefully reviewed the Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. The Company has deposited the earnest money that it has received in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts are non-interest bearing pursuant to federal law, but offer immediately available funds for withdrawal after a check has cleared.

The Company may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand accounts and other relationships with the financial institution, Title Company is eligible to participate in a program offered by the financial institution whereby the Title Company may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read and understood the above sentences, and recognize that the above relations herein are material and important. The parties agree to these statements, and recognize Title Company is relying on these recitations in closing this transaction. I certify and acknowledge that I have received a copy of this Closing Statement and have read and understood the disclosure stated above.

8007 Burnet Holdings, LLC,
A Texas limited liability company

Antonio Calvo, Member

Project Transitions, Inc.,
a Texas non-profit corporation

Craig David, President

The Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

9.27.19

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

Addendum to Closing Statement

File Number: T-116444-MF

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**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 5 – Property Info

5e. Phase I ESA

**TO BE
PROVIDED
SEPARATELY
DUE TO SIZE
CONSTRAINTS**

**BURNET PLACE APARTMENTS
AUSTIN, TEXAS**

ATTACHMENT TABS

Attachment 5 – Property Info

5f. SHPO

**NOT
APPLICABLE**