2020 Multifamily Uniform Application

REVISED January 23, 2020
Tab 1a – Application Certification
Development Name: Espero Austin at Rutland

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

By:

Applicant Entity Name

Signature of Authorized Representative

Jo Kathryn Quinn

Printed Name

President/Chief Executive Officer

Title

2.20.2020

Date

Sworn to and subscribed before me on the 20 day of February, 2020

by Jo Kathryn Quinn

(Personalized Seal)

Notary Public Signature

Texas

Notary Public, State of

Travis

County of

1-1-2021

My Commission Expires:

2/26/2026

Date

2/13/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 1b – Meeting Selection
4% - N/A
Lottery Application
For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.

Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

Non-Lottery Application

Priority 1 or 2 Application with advance notice of a Certificate of Reservation:
Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

Priority 3 Application
Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.

Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.
Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.

An Inducement Resolution has been approved by the Bond Issuer and a copy is provided here or behind Tab 8.

See Board Meeting and Corresponding Submission Dates on Next Page

2/24/2020
Tab 2 – Development Owner Certification
### 10 TAC §11.101(a)(2) - Undesirable Site Features.

- Development Site is within 300 feet of a junkyard.
- Development Site is within 300 feet of a solid waste facility.
- Development Site is within 300 feet of a sexually-oriented business.
- Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
- Development Site is within 500 feet of active railroad tracks.
- Development Site is within 500 feet of heavy industry.
- Development Site is within 10 miles of a nuclear plant.
- Development Site has buildings within accident potential zones or runway clear zones of any airport.
- Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
- Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

Provide information behind this tab regarding mitigation for any item selected above.

### 10 TAC §11.101(a)(3) - Neighborhood Risk Factors (NRF).

- Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for Developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.

- Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.

- Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

- Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

Submit documentation regarding any disclosures behind this Tab.

2/24/2020
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant” or “Development Owner,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department’s website and release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval, an Applicant must disclose in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 11) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in 10 TAC Chapter 10, Subchapters F and G.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order
to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran’s organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

Accessibility Requirements

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include a complete assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee (select one box as applicable)

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

_____ x _____ The Applicant certifies that no disclosure regarding §11.901(15) of the Qualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

_____ x _____ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

_____ x _____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

**Undesirable Site Features (select one of the boxes as applicable)**

_____ The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

_____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.

_____ The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):

_____ within 300 feet of junkyards
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

_____ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

_____ buildings are located within the accident potential zones or the runway clear zones of any airport

_____ one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

_____ within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

_____ may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

_____ within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

**Neighborhood Risk Factors (select one of the main boxes as applicable)**

_____ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

_____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

_____ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development
Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to disclose the presence of this characteristic.

Espero Austin at Rutland is Supportive Housing where all Units are Efficiency Units

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.
If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 CFR §983.57(e)(2) and (3), as applicable.

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified as having Control on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By:

Signature

Jo Kathryn Quinn

Printed Name

President/Chief Executive Officer

Title

2. 20 2020

Date

THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me, a notary public, on this day personally appeared 

Jo Kathryn Quinn, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of February, 2020

Notary Public Signature
Neighborhood Risk Factors Report Packet
(Submit prior to Pre-application or Application, or behind Tab 2 of the Application)

The purpose of the packet is to formalize the process in which Neighborhood Risk Factors (NRF) are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan (QAP). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b)(1)(I) relating to Pre-Application Requirements) or at Application. If TDHCA is the Bond Issuer and a determination of NRF is requested as part of the Inducement Resolution process, the packet may be submitted as described by 10 TAC §12.4(b) and (e) of the Multifamily Housing Revenue Bond Rule. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.1(k) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11. 8(b), related to Pre-application Participation, the competitive HTC pre-application must identify NRFs related to crime and schools.

☐ Pre-application Disclosure: Pre-application # _____ Development Name _____

☒ Application Disclosure: Application # 20040 Development Name Espero Austin at Rutland

The Development Site includes the following Neighborhood Risk Factor(s) (Check all that apply):

☐ Development Site is located in a census tract has poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13). If poverty is the only Neighborhood Risk Factor, attach a copy of the resolution described in 10 TAC 11.101(a)(3)(D)(i) and no further information is necessary.

☐ Development Site is located in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons annually as reported on https://www.neighborhoodscout.com/.

☐ Development Site is located within 1,000 ft. (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

☒ Development Site is located within the attendance zone of an elementary school, a middle school, or a high school\(^1\) that has:

\(^1\) Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the application or pre-application acceptance period (if applicable), and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are not required to provide mitigation for this subparagraph.
☐ a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating; or

☒ a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency.

☐ a 2019 TEA Accountability Rating of F or D and does not have a TEA Accountability rating for 2018.

☐ does not have a TEA Accountability rating for 2019 and has a 2018 Improvement Required Rating.
Neighborhood Risk Factors Report:

Information is being submitted for the items listed below, or such other mitigation as the Applicant determines appropriate to support a staff determination that the proposed Development Site should be found eligible, as such information might be considered to pertain to the Neighborhood Risk Factor(s) disclosed, pursuant to 10 TAC §11.101(a)(3)(C) of the QAP. Such information is included behind this page.

☐ Determination regarding neighborhood boundaries;

☐ Assessment of general land use in the neighborhood;

☐ Assessment concerning any of the features of the Neighborhood Risk Factors present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);

☐ Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;

☐ Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;

☐ Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;

☐ A copy of the TEA Accountability Rating Report for each of the schools in the attendance zone containing the Development that achieved a D rating in 2019 and a 2018 Improvement Required rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating, along with a discussion of performance indicators and what progress has been made over the prior year. Submit the campus improvement plan in effect only if there is an update to the plan that shows progress made under the plan. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §11.101(a)(3)(D)(iv);

The Department requests that this information also be submitted in instances where a school in the attendance zone containing the Development achieved a 2019 TEA Accountability Rating of F or D and does not have a TEA Accountability rating for 2018, and in instances where a school in the attendance zone containing the Development does not have a TEA Accountability rating for 2019 and has a 2018 Improvement Required Rating; and

☐ Additional information, if requested by the Department.

Provide any comments or additional information in the box below, if applicable.

Espero Austin at Rutland is a proposed Supportive Housing Development where all Units are Efficiency Units and therefore is exempt and not required to provide mitigation for schools.
Mitigation of the Neighborhood Risk Factor(s):

☐ I have provided information regarding mitigation of the above-mentioned Neighborhood Risk Factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) of the QAP, or;

Provide any comments or additional information in the box below, if applicable.

Espero Austin at Rutland is a proposed Supportive Housing Development where all Units are Efficiency Units and therefore is exempt and not required to provide mitigation for schools.

Department Contacts:

9% HTC Applications: Sharon.Gamble@TDHCA.state.tx.us (9% Program Administrator)

4% HTC and Tax-Exempt Bond Applications: Teresa.Morales@TDHCA.state.tx.us (Director of Multifamily Bonds)

Direct Loan Only Applications: Andrew.Sinnott@TDHCA.state.tx.us (Multifamily Loan Programs Manager)

How to Submit the NRF Report Packet:

If the NRF Packet was not submitted to the contact person indicated above prior to Pre-application or Application submission, the Packet must be included behind Tab 2 when the full Application is uploaded to the Serv-U Account that has been set-up for the pre-application or Application. Notify the appropriate contact person of the upload (refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed).
Tab 3 – Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

**The form must be executed, notarized, and included in the full application document.**

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. *No hard copy with original signatures is required, only a scanned copy within the final PDF file.*
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720 if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the time frame provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov't Code §2306.6733, or a provision of Tex. Gov't Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant, Affiliate nor any member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in
less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Qualified Allocation Plan. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information therein.

Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By: _____________________________
Signature of Authorized Representative

JO KATHRYN QUINN
Printed Name

PRESIDENT & CHIEF EXECUTIVE OFFICER
Title

1.30.2020
Date

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, a notary public, on this day personally appeared
JO KATHRYN QUINN, known to me to be the person whose name is subscribed

to the foregoing document and, being by me first duly sworn, declared and certified that the

statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

Notary Public Signature
By: [Signature of Authorized Representative]

Troy West

Printed Name

Board Chair

Title

2/11/2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Troy West, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of Feb 2020

[Seal]

ROBIN SWENSON
Notary Public, State of Texas
Comm. Expires 01-24-2022
Notary ID 264984

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

[Name]

Printed Name

[Title]

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this [Date] day of [Month], 2020

[Notary Seal]

LYNNE WILLIAMS
Notary Public, State of Texas
Comm. Expires 01-09-2021
Notary ID 11719401

Notary Public Signature
By: 

Signature of Authorized Representative

Mónica Crowley

Printed Name

Board Member

Title

1-31-2020

Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Mónica Crowley, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 20

(Seal)

Notary Public Signature

FLOR EQUINEL
NOTARY PUBLIC
STATE OF TEXAS
EXP. 5-10-2021
ID # 1888293

Page 6 of 6

January 2, 2020
By: ________________
Signature of Authorized Representative

LORI Freedman
Printed Name

Board Member
Title

1/30/20
Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared
LORI Freedman, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

Notary Public Signature
By: ____________________________

Signature of Authorized Representative

Monica A. Guzman

Printed Name

Board Member

Title

30 Jan 2020

Date

THE STATE OF Texas

$\text{\textcopyright{} 2020 Applicant Eligibility Certification}$

COUNTY OF Travis

$\

Before me, a notary public, on this day personally appeared Monica A. Guzman, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January 20

(Seal)

FLOR ESQUIVEL
NOTARY PUBLIC
STATE OF TEXAS
ID # 12938283

Notary Public Signature

Page 6 of 6

January 2, 2020
By:  

Signature of Authorized Representative

Printed Name

Board Member

Title

Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared  
Angelo Unite, known to me to be the person whose name is subscribed  
to the foregoing document and, being by me first duly sworn, declared and certified that the  
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

Notary Public Signature
By: ______________________

Signature of Authorized Representative

________________________

Printed Name

________________________

Board Member

________________________

Title

1/30/2020

________________________

Date

THE STATE OF Texas

§

COUNTY OF Travis

§

Before me, a notary public, on this day personally appeared

________________________

Raquel Valdez Sanchez

known to me to be the person whose name is subscribed

to the foregoing document and, being by me first duly sworn, declared and certified that the

statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January, 2020

________________________

(Seal)

Flor Esquivel

Notary Public Signature

Page 6 of 6

January 2, 2020
By: [Signature]

Signature of Authorized Representative

Melissa Ayala

Printed Name

Board Member

Title

01/24/2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared
Melissa Ayala, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of February, 2020

(Seal)

[Notary Public Signature]

KELLY CHRISTINE PIERCE
Notary ID #131548994
My Commission Expires
April 30, 2022
By: [Signature]

Signature of Authorized Representative

John Brindley

Printed Name

Board MEMBER

Title

01.30.2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared

John Brindley, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January 20

(Seal)

Notary Public Signature

Page 6 of 6

January 2, 2020
By: 

Signature of Authorized Representative

Erik Dittrer

Printed Name

BOARD MEMBER

Title

1/30/2020

Date

THE STATE OF Texas

COUNTY OF Travis

§

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Before me, a notary public, on this day personally appeared Erik Dittrer, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

Notary Public Signature
By: Larry Graham

Signature of Authorized Representative

Larry Graham

Printed Name

Director

Title

January 30, 2020

Date

THE STATE OF Texas

COUNTY OF Travis

§

§

Before me, a notary public, on this day personally appeared Larry Graham, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 20

(Seal)

Notary Public Signature

FLOR ESQUEVEL
NOTARY PUBLIC
STATE OF TEXAS
ID # 128392593

Page 6 of 6

January 2, 2020
Signature of Authorized Representative

Felicia Mason-Edwards
Printed Name

Board Member
Title

Feb. 4, 2020
Date

THE STATE OF Texas §
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Felicia Mason-Edwards, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, 2020

(Seal)

MARGARET L. APARICIO
Notary Public
STATE OF TEXAS
Commission Exp. OCT. 21, 2020
Notary without Bond

Margaret L. Aparicio
Notary Public Signature
By: ____________________________

Signature of Authorized Representative

Ramash Swaminathan

Printed Name

Director

Title

1/30/20

Date

THE STATE OF Texas

5

COUNTY OF Travis

5

Before me, a notary public, on this day personally appeared
Ramash Swaminathan, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

FLORE SQUIEL
NOTARY PUBLIC
STATE OF TEXAS
EXPRESS 1-10-2023
ID # 279346263

Notary Public Signature

Page 6 of 6

January 2, 2020
By: Tracy Snodgrass

Signature of Authorized Representative

Tracy Snodgrass

Printed Name

Board Member

Title

1/30/2020

Date

THE STATE OF Texas

$\$

COUNTY OF Travis

$\$

Before me, a notary public, on this day personally appeared Tracy Snodgrass known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of January, 2020

(Seal)

Flor Esquivel
Notary Public Signature

Notary Public Signature

Page 6 of 6

January 2, 2020
2020 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

J. Matthew Miller

Printed Name

Authorized Representative

Title

1-29-2020

Date

THE STATE OF Missouri

§

COUNTY OF Greene

§

Before me, a notary public, on this day personally appeared

J. Matthew Miller, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of January, 2020

(Seal)

SHERI ADAMS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Apr. 12, 2021
Commission 13770452

(Notary Public Signature)
By:  

Signature of Authorized Representative

Kim Buche

Printed Name

Authorized Representative

Title

1-29-2020

Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared

Kim Buche, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of January, 2020

(Seal)

SHERI ADAMS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Apr. 12, 2021  
Commission 13770452

Notary Public Signature
By: ____________________________
Signature of Authorized Representative

Richard Manzardo
Printed Name

Authorized Representative
Title

1-29-20
Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared Richard Manzardo, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of January, 2020

(Seal)

SHERI ADAMS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Apr. 12, 2021
Commission 13770452

Notary Public Signature
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 4 – Multifamily Direct Loan Certification
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- x Multifamily Direct Loan Certification is included behind this tab.
- n/a Multifamily Direct Loan Certification is not applicable to this Application.

**If applicable, the form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department's website at

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Multifamily Direct Loan Certification

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the “Department”) for an award of Multifamily Direct Loan funds, which may be composed of HOME Investment Partnerships Program (“HOME”), Tax Credit Assistance Program Repayment Funds (“TCAP RF”), Neighborhood Stabilization Program Round 1 Program Income (“NSPI PI”), and/or National Housing Trust Fund (“NHTF”). The undersigned hereby acknowledges that an award by the Department does not warrant that the Development is deemed qualified to receive such award. I (We) agree that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Multifamily Direct Loan; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decision concerning this application for Multifamily Direct Loan funds or the use of information concerning the Multifamily Direct Loan.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the state Rules, as published in 10 TAC Chapters 1, 2, 10, 11, and 13, as well as Chapter 12 as applicable. I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the Multifamily Direct Loan program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Direct Loan funds or until any issue of restitution is resolved. If false information is discovered after the award of
Multifamily Direct Loan funds, the Department may terminate the Applicant’s written agreement and recapture all Multifamily Direct Loan funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Direct Loan agreement and any and all future Multifamily Direct Loan commitments and contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within 30 days of the person authorized to execute agreements, commitment and/or contracts on behalf of the Applicant.

I (We) certify that no person or entity that would benefit from the award of Multifamily Direct Loan funds has committed to providing a source of match.

I (We) certify that I (We) will meet, Texas Minimum Construction Standards, 2010 ADA Standards for Accessible Design, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 as further detailed in 10 TAC Chapter 1, Subchapter B. I (We) certify that the Development will meet all local building codes or standards that may apply as well as the Uniform Physical Conditions Standards in 24 CFR §5.705

I (We) certify that if refinancing is a component of the proposed development the Applicant must confirm that Multifamily Direct Loan funds will not be used to replace loans, grants or other financing provided or insured by any other Federal program, or in violation of the provisions of 10 TAC §13.3(e).

I (We) certify that if other federal or governmental assistance is used in the financing of this development I (We) will notify the Texas Department of Housing and Community Affairs.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy, I (We), am convicted of a violation under 8 U.S.C Section 1324a (f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Applicant of the violation.
If applying for HOME or TCAP-RF funds, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program and all Developments eligible to receive HOME funds will comply with such rules during the application process and, in the event of award of HOME funds, for the duration of the proposed Development.

If applying for NHTF funds, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the interim Housing Trust Fund rule, as published in 24 CFR Part 93, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the NHTF and all Developments eligible to receive NHTF funds will comply with such rules during the application process and, in the event of award of NHTF funds, for the duration of the proposed Development.

**Lead Based Paint**

I (We) certify that documentation of compliance with the Texas Environmental Lead Reduction Rules in 25 TAC Chapter 295, Subchapter I or 24 CFR Part 35 (Lead Safe Housing Rule), as applicable, will be maintained in project files. I (We) understand that for Developments subject to 24 CFR Part 25, standard forms are available in the Federal Register, as indicated by the sources noted below.

1) Applicability 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from Lead Safe Housing Rule.
   
a) If the property is exempt, the file should include the reason for the exemption and no further documentation is required.
   
b) If the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:
      
i) Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;
      
ii) Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing;
      
iii) Clearance Report 24 CFR §35.930(b) (3) – A report indicating a “clearance examination” was performed of the work site upon completion; and
      
v) Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.
Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the applicable Multifamily Direct Loan Notice of Funding Availability (NOFA) approved by the Department’s Governing Board for which I (We) am applying.

I (We) understand that housing units subsidized by Multifamily Direct Loan funds must be affordable to low, very low or extremely low-income persons. I (We) understand that mixed income rental developments may only receive funds for units that meet the Multifamily Direct Loan affordability standards. I (We) understand that all Applications intended to serve persons with disabilities must adhere to the Department’s Integrated Housing Rule at 10 TAC §1.15.

I (We) understand that, pursuant to 10 TAC §13.11(b)(13), all contractors, consulting firms, Borrowers, Development Owners and Contract Administrators must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Direct Loan funds is for the actual cost of providing a service and that the service does not violate any conflict of interest provisions in 24 CFR Part 92, or 24 CFR Part 93, as applicable.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the Department in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.403.

I (We) certify that the Development will meet the broadband infrastructure requirements of 81 FR 92626, and that these costs are included in the Application.

All applicants applying under a Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.
HUD Section 3

I (We) hereby agree that the work to be performed in connection with any award of HOME or NHTF funds is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. I (We) agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. For more information about HUD Section 3, please reference the TDHCA website dedicated to Section 3 at: http://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm

Environmental

I (We) understand that the environmental effects of each activity carried out with an award of HOME or NHTF funds must be assessed in accordance with the applicable provisions of National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.) and the related activities listed in HUD’s implementing regulations at 24 CFR. parts 50, 51, 55, and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. No loan may close or funds be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, and the Department has provided written clearance.

The Department as the Responsible Entity must ensure that environmental effects of the property are assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in HUD’s implementing regulations at 24 CFR Parts 50 and 58.

I (We) certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than as allowed in 24 CFR. Part 58, has ceased.

I (We) understand that the environmental effects of each activity carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.
I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR Part 58, as applicable. Choice-limiting activities include but are not limited to these examples:

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

Relocation and Anti-Displacement

The property proposed for this Application is ______ is not ______ occupied. (check one)

If occupied, the occupant(s) are owners _________ tenants (residential) ________ tenants (commercial) _______ (check all that apply).

The property will have a transfer of federal assistance from an existing multifamily development _______ yes ______ no.

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, and implementing regulations at 49 CFR Part 24. HOME, CDBG, and NSP are also subject to the relocation requirements of 24 CFR Part 42. Consistent with the goals and objectives of activities assisted under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

1) A detailed explanation of the reasons for displacement relocation;
2) A detailed plan of the relocation, including evidence of comparable replacement housing;
3) Copies of the General Information Notices (signed by the tenant or sent Certified Mail, return recipient requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
4) Estimated costs and funding sources available to complete the permanent relocation.
Demolition and Conversion

I (We) certify that when the work is to be performed in connection with any award of federal funds that are subject to 24 CFR Part 42 (CDBG, and HOME), then Development Owner will replace all occupied and vacant occupiable low-income housing that is demolished or converted to a use other than low-income housing as a direct result of the project. All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before receiving a commitment of federal funds for a project that will directly result in demolition or conversion, the project owner will make the information public in accordance with 24 CFR Part 42 and submit the information to TDHCA along with the following information in writing at application:

1) The location map, address, and number of dwelling units by bedroom size of lower income housing that will be demolished or converted to use other than as lower income housing as a direct result of the project;
2) A time schedule for the commencement and completion of the demolition and conversion;
3) To the extent known, the location, map, address, and number of dwelling units by bedroom size of the replacement housing that has been or will be provided;
4) The amount and source of funding and a time schedule for the provision of the replacement housing;
5) The basis for concluding that the replacement housing will remain lower income housing beyond the date of initial occupancy;
6) Information demonstrating that any proposed replacement of housing units with similar dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or SRO units with units of a different size is appropriate and consistent with the housing needs of the community; and
7) The name and title of the person or persons responsible for tracking the replacement of lower income housing and the name and title of the person responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any housing or the conversion of lower-income housing to another use.

Applications for Developments Previously Awarded Department Funds

This Application has _____ has not x _____ previously received Department funds. (check one)
If this Application has previously received Department funds and construction has already started or been completed, and acquisition and rehabilitation is not being proposed, a letter from the Applicant that seeks to explain why this Application should be found eligible in accordance with 10 TAC §13.5(h)(2) is provided behind this tab.

(Initial)
By: 
Signature of Authorized Representative
Jo Kathryn Quinn
Printed Name
President and Chief Executive Officer
Title
2. 20. 2020
Date

THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me, a notary public, on this day personally appeared Jo Kathryn Quinn, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of February, 2020

(Seal)

JACOB ACEVEDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/15/2020
ID#: 131640119

Notary Public Signature

Page 9 of 9
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jo Kathryn Quinn</td>
<td>(512) 646-1252</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jkquinn@caritasofaustin.org">jkquinn@caritasofaustin.org</a></td>
<td>(512) 466-7080</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.O. Box 1947</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
<td>78767</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Hicks</td>
<td>(512) 203-4417</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jennifer@truecasa.net">jennifer@truecasa.net</a></td>
<td>(512) 203-4417</td>
<td></td>
<td></td>
</tr>
<tr>
<td>78757</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Hicks</td>
<td>(512) 203-4417</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jennifer@truecasa.net">jennifer@truecasa.net</a></td>
<td>(512) 203-4417</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 Skylark Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
<td>78757</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 6a – Competitive HTC
Self-Score
## Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
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</table>

**High Quality Housing Total**: 17

### Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>13</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>5</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total**: 59

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total**: 11

### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>4</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
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**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

### Point Deductions

<table>
<thead>
<tr>
<th>Point Deductions</th>
<th>QAP Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>§11.9(f)</td>
</tr>
</tbody>
</table>

**Total Application Self Score**: 140

2/27/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 6b – MFDL Self-Score
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
<th>Points Selected</th>
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</thead>
<tbody>
<tr>
<td>Subsidy Per Unit</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td>§13.6(4)</td>
<td>8</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§13.6(5)</td>
<td>0</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>Tiebreaker</td>
<td>§13.6(6)</td>
<td>0%</td>
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</table>

There is a glitch in the form - the score should add up to **30 points**!
Tab 7 – Site Information
Form Part I
### Site Information Form Part I

**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Development Address (All Programs)</th>
<th>1934 Rutland Drive</th>
<th>Austin</th>
<th>ETJ?</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>Travis</th>
<th>Urban</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>78758</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>Yes</th>
<th>Median Household Income:</th>
<th>56196</th>
<th>Quartile:</th>
<th>3q</th>
<th>Poverty Rate:</th>
<th>15.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>QCT?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

**Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**

- Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

  - **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))

  - **One Mile Three Year Rule.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

  - **Limitations on Developments in Certain Census Tracts.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

**Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**

- The Development Site is not located in a county with a population that exceeds one million.

- The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.

- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:
  - 20169 and 20085

**Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]**

- The Development Site is not located in a county with a population less than one million.

- The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.

- The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

**One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]**

- The Application is USDA or At-Risk, or is in a Rural Subregion.

- The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

**Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**

- Development Site is appropriately zoned? **Yes**
- Zoning Designation: **GR-NP**
- Flood Zone Designation: **zone x**
- Entire Development Site is outside the 100 year floodplain. **Yes**

**Self Score Total: 140**
Farmland Designation  
(To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

Not Prime Farmland

8. Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]
Confirm the following supporting documents are provided behind this tab.

- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Cook ES</td>
<td>PK through 5</td>
<td>MS</td>
</tr>
<tr>
<td>Burnet MS</td>
<td>6 through 8</td>
<td>MS</td>
</tr>
<tr>
<td>Navarro Early College High School</td>
<td>9 through 12</td>
<td>MS</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report (“NRFR”) and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
- The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. Waiver of Rules [10 TAC §11.207]

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov’t Code than not granting the waiver.
Tab 8 – Supporting Documentation for the Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:
- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation
- Information is included in the ESA.
- Information is included behind this tab.

Go to https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx and

- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site.
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11" x 8.5")". Make sure the box labeled "show UTM Coordinate Ticks" is checked. Select "View".
- Save the file as a PDF and include it in the Application.

2/27/2020
Site and Neighborhood Standards (New Construction Direct Loan Only)

X Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

X DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

**Educational Quality (all Applications)**

X School Attendance Zone Map with Development labeled;

X 2019 TEA accountability information for each school;

X Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

NOTE that consideration for Developments within zones consideredineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.

**Waiver of Rules**

The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.

The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Census Tract Map
Espero Austin at Rutland

1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT – ENTIRE TRACT OUTLINE
Espero Austin at Rutland

1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT MAP
Twice the State Average of Units Per Capita - One Mile Three Year - Housing Tax Credit Per Household Resolution
RESOLUTION NO. 20200206-022

WHEREAS, Espero Austin at Rutland, LP (Applicant), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 120 units to be located at or near 1934 Rutland Drive, Austin, TX 78758 (Proposed Development) within the City; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Proposed Development to be known as Espero Austin at Rutland; NOW, THEREFORE,

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

Pursuant to Section 11.3(c) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6703(a)(4) of the Texas Government Code, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas’ 2020 Qualified Allocation Plan, the City Council supports the Proposed Development; approves the construction of the Proposed Development; authorizes an allocation of Housing Tax Credits for the Proposed Development; and authorizes the Proposed Development to move forward.
BE IT FURTHER RESOLVED:

Pursuant to Section 11.9(d)(1) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6710(b) of the Texas Government Code, the City Council confirms that it supports the Proposed Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February, 2020

ATTEST: Jannette S. Goodall
City Clerk
Evidence of Zoning
February 18, 2020

Jo Kathryn Quinn
Caritas of Austin
611 Neches Street
Austin, TX 78701

Re: Zoning Verification for the Property located at 1934 Rutland Drive, Austin, Travis County, Texas more particularly described as LOTS 15, 16, AND 17, BLOCK A, BROOK MEADOW, IN ADDITION TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 44, PLAT RECORDS OF TRAVIS COUNTY TEXAS.

Dear Ms. Quinn:

This letter is to confirm that the property located at 1934 Rutland Drive, Austin, Texas is zoned GR-NP.

Under the GR-NP classification applicable to this property, multi-family residential development is not permitted; however, this site 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. 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,

Sandra Hackins, Project Coordinator
Neighborhood Housing and Community Development
February 18, 2020

Espero Austin at Rutland, LP – Espero Austin at Rutland (Project ID 693)
Affordability Unlocked Development Bonus Certification

TO WHOM IT MAY CONCERN:

Espero Austin at Rutland, LP - (development contact: Jennifer Hicks: 512.203.4417 (m); jennifer@truecasa.net) is planning to develop a 135-unit, multi-family development at 1934 Rutland Drive, Austin TX 78758. The applicant has elected to participate in the City of Austin’s Affordability Unlocked Development Bonus Program, Type 2, so the development can receive waivers or modifications from certain development regulations as described in Ordinance No. 20199509-027.

Neighborhood Housing and Community Development (NHCD) certifies that the project, at the site plan submittal stage, meets the affordability requirements to qualify as a Type 2 development and is eligible to receive waivers and modifications of development regulations as described in Ordinance No. 20199509-027.

If changes are made through the review process, the applicant must notify NHCD and an amendment to the Affordability Unlocked Land Use and Restrictions Agreement must be made and a revised Affordability Unlocked Certification letter must be issued. An administrative hold will be placed on the building permits, 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 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

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
Evidence of Flood Zone Designation
Future Conditions

Future Conditions 1-percent annual chance (100-year) floodplain. Future conditions hydrology is shown for informational purposes only and are based on the request of the community and not by FEMA.
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Farmland Designation
| Prime farmland if subsoiled, completely removing the root inhibiting soil layer |
| Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60 |
| Prime farmland if irrigated and reclaimed of excess salts and sodium |
| Farmland of statewide importance |
| Farmland of statewide importance, if drained |
| Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season |
| Farmland of statewide importance, if irrigated and drained |
| Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season |
| Farmland of statewide importance, if irrigated and drained |
| Farmland of statewide importance, if irrigated |
| Farmland of unique importance |
| Not rated or not available |

**Soil Rating Points**

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance
Farmland Classification—Travis County, Texas
(Espero Austin at Rutland - Farmland)

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Travis County, Texas
Survey Area Data: Version 21, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 27, 2018—Nov 16, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>UsC</td>
<td>Austin-Urban land complex, 2 to 5 percent slopes</td>
<td>Not prime farmland</td>
<td>3.3</td>
<td>99.9%</td>
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<tr>
<td>UID</td>
<td>Urban land, Austin, and Whitewater soils, 1 to 8 percent slopes</td>
<td>Not prime farmland</td>
<td>0.0</td>
<td>0.1%</td>
</tr>
</tbody>
</table>

Totals for Area of Interest

3.3 100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower
Site and Neighborhood Standards
Statement Regarding Promotion of Greater Choice of Housing Opportunities

Espero Austin at Rutland will promote a greater choice of housing opportunities and avoid undue concentrations of assisted persons in areas containing a high-proportion of low-income persons. Espero Austin at Rutland is the new construction of 135 units of Supportive Housing that will build on Caritas of Austin’s successful housing-plus-services model, proven so effective for single adults with high needs, low incomes, and housing instability.

The development site will allow low-income adults greater housing opportunities. Espero Austin at Rutland, in Census Tract 48453001821, is located in a high opportunity area of North Central Austin with a poverty rate that is below 20% - the tract is at 15.1%. The area provides unparalleled employment opportunities, access to medical care and proximity to amenities. Residents of Espero Austin at Rutland will be able to access the ample amenities provided by the neighborhood while paying rents that are a fraction of the surrounding market.

The location of Espero Austin at Rutland is ideal for Supportive Housing, with easy transit access to medical care and employment. Espero Austin at Rutland is located just over a ¼ mile from high-frequency transit offering access to nearby retail and employment hubs such as The Domain - a high-density office, retail, and residential center located in the high-tech corridor of North Austin. According to the U.S. Census Bureau’s OnTheMap tool, Espero Austin at Rutland is located with an ¼ mile of 16,218 jobs.

High-quality affordable housing in the surrounding neighborhood of Espero Austin at Rutland is virtually nonexistent with no housing tax credit projects located in the census tract. With Espero Austin at Rutland offering affordable housing paired with supportive services, the target population has the very real opportunity to stabilize, succeed, and maintain this progress, fully supported by on-site health initiatives, case management, education, and financial services, plus access to medical and employment opportunities nearby.
Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Census Tract 18.21, Travis County, Texas

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<td></td>
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<td>Guamanian or Chamorro</td>
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<td>Other Pacific Islander [2]</td>
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<td>Two or More Races</td>
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<td>1,299</td>
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**HISPANIC OR LATINO**

| Total population                                                      | 5,204  | 100.0 |
| Hispanic or Latino (of any race)                                     | 2,708  | 52.0  |
| Mexican                                                               | 2,238  | 43.0  |
| Puerto Rican                                                          | 19     | 0.4   |
| Cuban                                                                 | 56     | 1.1   |
| Other Hispanic or Latino [5]                                          | 395    | 7.6   |
| Not Hispanic or Latino                                                | 2,496  | 48.0  |

**HISPANIC OR LATINO AND RACE**

| Total population                                                      | 5,204  | 100.0 |
| Hispanic or Latino                                                   | 2,708  | 52.0  |
| White alone                                                           | 1,348  | 25.9  |
| Black or African American alone                                       | 35     | 0.7   |
| American Indian and Alaska Native alone                              | 25     | 0.5   |
| Asian alone                                                           | 6      | 0.1   |
| Native Hawaiian and Other Pacific Islander alone                      | 0      | 0.0   |
| Some Other Race alone                                                | 1,181  | 22.7  |
| Two or More Races                                                     | 113    | 2.2   |
| Not Hispanic or Latino                                               | 2,496  | 48.0  |
| White alone                                                           | 1,583  | 30.4  |
| Black or African American alone                                       | 631    | 12.1  |
| American Indian and Alaska Native alone                              | 14     | 0.3   |
| Asian alone                                                           | 183    | 3.5   |
| Native Hawaiian and Other Pacific Islander alone                      | 0      | 0.0   |
| Some Other Race alone                                                | 10     | 0.2   |
| Two or More Races                                                     | 75     | 1.4   |

**RELATIONSHIP**

<p>| Total population                                                      | 5,204  | 100.0 |
| In households                                                         | 5,198  | 99.9  |
| Householder                                                           | 1,783  | 34.3  |
| Child                                                                 | 1,601  | 30.8  |
| Own child under 18 years                                              | 1,231  | 23.7  |
| Other relatives                                                       | 563    | 10.8  |
| Under 18 years                                                        | 198    | 3.8   |
| 65 years and over                                                     | 41     | 0.8   |
| Nonrelatives                                                          | 508    | 9.8   |
| Under 18 years                                                        | 28     | 0.5   |
| 65 years and over                                                     | 6      | 0.1   |
| Unmarried partner                                                     | 170    | 3.3   |
| In group quarters                                                     | 6      | 0.1   |</p>
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<thead>
<tr>
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<td>0.0</td>
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<tr>
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**HOUSEHOLDS BY TYPE**

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<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Percent</th>
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<tr>
<td>Total households</td>
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<tr>
<td>Family households (families)</td>
<td>1,163</td>
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<tr>
<td>With own children under 18</td>
<td>589</td>
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<tr>
<td>Husband-wife family</td>
<td>743</td>
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<tr>
<td>Male</td>
<td>365</td>
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<tr>
<td>Female</td>
<td>134</td>
<td>7.5</td>
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<tr>
<td>With own children under 18</td>
<td>57</td>
<td>3.2</td>
</tr>
<tr>
<td>Female householder, no husband present</td>
<td>286</td>
<td>16.0</td>
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<tr>
<td>With own children under 18</td>
<td>167</td>
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<td>Nonfamily households</td>
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<td>Householder living alone</td>
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<td>Male</td>
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<tr>
<td>65 years and over</td>
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<tr>
<td>Female</td>
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<td>65 years and over</td>
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<tr>
<td>Households with individuals</td>
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<tr>
<td>Under 18 years</td>
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<tr>
<td>Average household size</td>
<td>2.92</td>
<td>( X )</td>
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<tr>
<td>Average family size</td>
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**HOUSING OCCUPANCY**

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<tr>
<td>Total housing units</td>
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<td>Occupied housing units</td>
<td>1,783</td>
<td>92.6</td>
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<tr>
<td>Vacant housing units</td>
<td>142</td>
<td>7.4</td>
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<tr>
<td>For rent</td>
<td>108</td>
<td>5.6</td>
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<tr>
<td>Rented, not occupied</td>
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<tr>
<td>For sale only</td>
<td>17</td>
<td>0.9</td>
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<tr>
<td>Sold, not occupied</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>For seasonal, recreational, or occasional use</td>
<td>2</td>
<td>0.1</td>
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<tr>
<td>All other vacant</td>
<td>10</td>
<td>0.5</td>
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<tr>
<td>Homeowner vacancy rate (percent)</td>
<td>1.9</td>
<td>( X )</td>
</tr>
<tr>
<td>Rental vacancy rate (percent)</td>
<td>10.6</td>
<td>( X )</td>
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**HOUSING TENURE**

<table>
<thead>
<tr>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>Occupied housing units</td>
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<td>100.0</td>
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<tr>
<td>Owner-occupied housing units</td>
<td>876</td>
<td>49.1</td>
</tr>
<tr>
<td>Population in owner-occupied units</td>
<td>2,231</td>
<td>( X )</td>
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<tr>
<td>Average household size of owner-occupied units</td>
<td>2.55</td>
<td>( X )</td>
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<tr>
<td>Renter-occupied housing units</td>
<td>907</td>
<td>50.9</td>
</tr>
<tr>
<td>Population in renter-occupied housing units</td>
<td>2,967</td>
<td>( X )</td>
</tr>
<tr>
<td>Average household size of renter-occupied units</td>
<td>3.27</td>
<td>( X )</td>
</tr>
</tbody>
</table>

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six
percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as “Latino” or “Hispanic.”

[6] “Spouse” represents spouse of the householder. It does not reflect all spouses in a household. Responses of “same-sex spouse” were edited during processing to “unmarried partner.”

[7] “Family households” consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. “Nonfamily households” consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant “for sale.” It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant “for rent.” It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.
### Profile of General Population and Housing Characteristics: 2010

#### 2010 Demographic Profile Data

**Geography:** Austin city, Texas

<table>
<thead>
<tr>
<th>Subject</th>
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<th>Percent</th>
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</thead>
<tbody>
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<td><strong>SEX AND AGE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total population</td>
<td>790,390</td>
<td>100.0</td>
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<tr>
<td>Under 5 years</td>
<td>57,982</td>
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<td>5 to 9 years</td>
<td>50,407</td>
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<td>10 to 14 years</td>
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<td>15 to 19 years</td>
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<td>25 to 29 years</td>
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<td>55 to 59 years</td>
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<td>60 to 64 years</td>
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<td>65 to 69 years</td>
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<td>70 to 74 years</td>
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<td>75 to 79 years</td>
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<tr>
<td>80 to 84 years</td>
<td>7,500</td>
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<tr>
<td>85 years and over</td>
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<tr>
<td><strong>Median age (years)</strong></td>
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<td>(X)</td>
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<td><strong>Male population</strong></td>
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<td>5 to 9 years</td>
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<td>(X)</td>
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<td>5.1</td>
</tr>
<tr>
<td>65 years and over</td>
<td>32,230</td>
<td>4.1</td>
</tr>
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</table>

**RACE**

<p>| Total population         | 790,390| 100.0  |
| One Race                 | 763,664| 96.6   |
| White                    | 539,760| 68.3   |
| Black or African American| 64,406 | 8.1    |
| American Indian and Alaska Native | 6,901 | 0.9 |
| Asian                    | 49,864 | 6.3    |
| Asian Indian             | 14,885 | 1.9    |
| Chinese                  | 11,525 | 1.5    |
| Filipino                 | 2,698  | 0.3    |
| Japanese                 | 1,211  | 0.2    |
| Korean                   | 5,490  | 0.7    |
| Vietnamese               | 7,575  | 1.0    |
| Other Asian [1]          | 6,480  | 0.8    |
| Native Hawaiian and Other Pacific Islander | 529 | 0.1 |
| Native Hawaiian          | 187    | 0.0    |
| Guamanian or Chamorro    | 135    | 0.0    |
| Samoan                   | 60     | 0.0    |</p>
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<thead>
<tr>
<th>Subject</th>
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<th>Percent</th>
</tr>
</thead>
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<td>Other Pacific Islander [2]</td>
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<td>Two or More Races</td>
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</tr>
<tr>
<td>White; Asian [3]</td>
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</tr>
<tr>
<td>White; Black or African American [3]</td>
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<td>Race alone or in combination with one or more races: [4]</td>
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<td></td>
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<td>White</td>
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<tr>
<td>American Indian and Alaska Native</td>
<td>12,725</td>
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</tr>
<tr>
<td>Asian</td>
<td>57,893</td>
<td>7.3</td>
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<tr>
<td>Native Hawaiian and Other Pacific Islander</td>
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</tr>
<tr>
<td>Some Other Race</td>
<td>113,272</td>
<td>14.3</td>
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</table>

**HISPANIC OR LATINO**

| Total population                             | 790,390| 100.0  |
| Hispanic or Latino (of any race)             | 277,707| 35.1   |
| Mexican                                      | 229,865| 29.1   |
| Puerto Rican                                 | 4,055  | 0.5    |
| Cuban                                        | 3,163  | 0.4    |
| Other Hispanic or Latino [5]                 | 40,624 | 5.1    |
| Not Hispanic or Latino                       | 512,683| 64.9   |

**HISPANIC OR LATINO AND RACE**

| Total population                             | 790,390| 100.0  |
| Hispanic or Latino                           | 277,707| 35.1   |
| White alone                                   | 154,489| 19.5   |
| Black or African American alone               | 3,646  | 0.5    |
| American Indian and Alaska Native            | 4,934  | 0.6    |
| Asian alone                                   | 705    | 0.1    |
| Native Hawaiian and Other Pacific Islander    | 128    | 0.0    |
| Some Other Race alone                         | 100,756| 12.7   |
| Two or More Races                             | 10,049 | 1.3    |
| Not Hispanic or Latino                        | 512,683| 64.9   |
| White alone                                   | 385,271| 48.7   |
| Black or African American alone               | 60,760 | 7.7    |
| American Indian and Alaska Native            | 1,967  | 0.2    |
| Asian alone                                   | 49,159 | 6.2    |
| Native Hawaiian and Other Pacific Islander    | 401    | 0.1    |
| Some Other Race alone                         | 1,448  | 0.2    |
| Two or More Races                             | 13,677 | 1.7    |

**RELATIONSHIP**

<p>| Total population                             | 790,390| 100.0  |
| In households                                 | 770,129| 97.4   |
| Householder                                   | 324,892| 41.1   |
| Child                                         | 195,592| 24.7   |
| Own child under 18 years                      | 154,890| 19.6   |
| Other relatives                               | 50,795 | 6.4    |
| Under 18 years                                | 17,320 | 2.2    |
| 65 years and over                             | 4,769  | 0.6    |
| Nonrelatives                                  | 81,082 | 10.3   |
| Under 18 years                                | 2,505  | 0.3    |
| 65 years and over                             | 1,119  | 0.1    |
| Unmarried partner                             | 26,513 | 3.4    |
| In group quarters                             | 20,261 | 2.6    |</p>
<table>
<thead>
<tr>
<th>Subject</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institutionalized population</td>
<td>4,199</td>
<td>0.5</td>
</tr>
<tr>
<td>Male</td>
<td>2,682</td>
<td>0.3</td>
</tr>
<tr>
<td>Female</td>
<td>1,517</td>
<td>0.2</td>
</tr>
<tr>
<td>Noninstitutionalized population</td>
<td>16,062</td>
<td>2.0</td>
</tr>
<tr>
<td>Male</td>
<td>8,073</td>
<td>1.0</td>
</tr>
<tr>
<td>Female</td>
<td>7,989</td>
<td>1.0</td>
</tr>
</tbody>
</table>

HOUSEHOLDS BY TYPE

| Total households               | 324,892 | 100.0 |
| Family households (families)   | 168,582 | 51.9  |
| With own children under 18 years | 84,342 | 26.0  |
| Husband-wife family            | 117,768 | 36.2  |
| With own children under 18 years | 56,809 | 17.5  |
| Male household, no wife present | 15,100 | 4.6    |
| Female household, no husband present | 35,714 | 11.0 |
| With own children under 18 years | 20,896 | 6.4    |
| Nonfamily households           | 156,310 | 48.1  |
| Householder living alone       | 110,481 | 34.0  |
| Male                          | 55,043  | 16.9  |
| 65 years and over              | 4,686   | 1.4   |
| Female                        | 55,438  | 17.1  |
| 65 years and over              | 11,401  | 3.5   |
| Households with individuals under 18 years | 92,682 | 28.5  |
| Households with individuals 65 years and over | 41,645 | 12.8  |
| Average household size         | 2.97    | ( X ) |
| Average family size            | 3.16    | ( X ) |

HOUSING OCCUPANCY

| Total housing units            | 354,241 | 100.0 |
| Occupied housing units         | 324,892 | 91.7  |
| Vacant housing units           | 29,349  | 8.3   |
| For rent                       | 17,061  | 4.8   |
| Rented, not occupied           | 769     | 0.2   |
| For sale only                  | 3,691   | 1.0   |
| Sold, not occupied             | 897     | 0.3   |
| For seasonal, recreational, or occasional use | 2,391 | 0.7 |
| All other vacants              | 4,540   | 1.3   |
| Homeowner vacancy rate (percent) | 2.4     | ( X ) |
| Rental vacancy rate (percent)  | 8.7     | ( X ) |

HOUSING TENURE

| Occupied housing units         | 324,892 | 100.0 |
| Owner-occupied housing units   | 146,666 | 45.1  |
| Population in owner-occupied housing units | 378,640 | ( X ) |
| Average household size of owner-occupied units | 2.58 | ( X ) |
| Renter-occupied housing units  | 178,226 | 54.9  |
| Population in renter-occupied housing units | 391,489 | ( X ) |
| Average household size of renter-occupied units | 2.20 | ( X ) |

(r49462) This count has been revised.
Revised count: 790,491
Revision date: 05-01-2012
For more information, see 2010 Census Count Question Resolution.

(r37555) This count has been revised.
Revised count: 770,230
Revision date: 05-01-2012
This count has been revised.
Revised count: 324,954
Revision date: 05-01-2012
For more information, see 2010 Census Count Question Resolution.

This count has been revised.
Revised count: 354,309
Revision date: 05-01-2012
For more information, see 2010 Census Count Question Resolution.

This count has been revised.
Revised count: 29,355
Revision date: 05-01-2012
For more information, see 2010 Census Count Question Resolution.

X Not applicable.
[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.
[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."
[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."
[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.
[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.
[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.
Educational Quality
Texas Education Agency
2019 Accountability Ratings Overall Summary
COOK EL (227901161) - AUSTIN ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>81</td>
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</tr>
<tr>
<td>Student Achievement</td>
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<td>76</td>
<td>C</td>
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<tr>
<td>STAAR Performance</td>
<td>48</td>
<td>76</td>
<td></td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td></td>
<td></td>
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<tr>
<td>Graduation Rate</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>65</td>
<td>62</td>
<td>D</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 91.2%)</td>
<td>48</td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>59</td>
<td>73</td>
<td>C</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
Tab 8 – Burnet Middle School Boundary Map

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS

TDHCA #20040

Development Site
## 2019 Accountability Ratings Overall Summary

**BURNET M S (227901046) - AUSTIN ISD**

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
<td>Overall</td>
<td>54</td>
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<td>F</td>
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### Student Achievement

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<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>56</td>
<td></td>
<td>F</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>28</td>
<td>56</td>
<td></td>
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</table>

### College, Career and Military Readiness

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### School Progress

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>60</td>
<td></td>
<td>D</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>57</td>
<td>57</td>
<td>F</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 92.2%)</td>
<td>28</td>
<td>60</td>
<td>D</td>
</tr>
</tbody>
</table>

### Closing the Gaps

<table>
<thead>
<tr>
<th>Component</th>
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<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>Overall</td>
<td>3</td>
<td>39</td>
<td>F</td>
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</table>

### Identification of Schools for Improvement

This campus is identified for comprehensive support and improvement.

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned

---

Espero Austin at Rutland is Supportive Housing with all Efficiency units and is exempt from this requirement.
Tab 8 – Navarro Early College High School Boundary Map

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS

TDHCA #20040
### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>84</td>
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<tr>
<td>STAAR Performance</td>
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<td>30</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td>30</td>
<td>91</td>
</tr>
<tr>
<td>Graduation Rate</td>
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<td>87.7</td>
<td>80</td>
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<tr>
<td>School Progress</td>
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<td></td>
<td>Not Rated</td>
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<tr>
<td>Academic Growth</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 70.5%)</td>
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<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Closing the Gaps</td>
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<td></td>
<td>Not Rated</td>
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</table>

* This is an Alternative Education campus. This campus was evaluated by alternative education accountability provisions.

### AEA Bonus Points

<table>
<thead>
<tr>
<th>Subject</th>
<th>Percent</th>
<th>Bonus Points Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>RHSP/DAP/FHSP-E/FHSP-DLA Graduates</td>
<td>21%</td>
<td>0</td>
</tr>
<tr>
<td>EOC Retest Assessments at Approaches Grade Level or Above</td>
<td>43%</td>
<td>1</td>
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</tbody>
</table>

### Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

### Distinction Designations

- ELA/Reading: Not Eligible
- Mathematics: Not Eligible
- Science: Not Eligible
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Eligible
- Postsecondary Readiness: Not Eligible

NOTE: School had a name change - Lanier to Navarro - see attached
Comparative Closing the Gaps
Not Eligible
The Austin ISD Board of Trustees approved the renaming of Sidney Lanier Early College High School to Juan Navarro Early College High School at their March 25 regular meeting. The motion was contingent upon the name clearing criteria identified in Austin ISD policy.

The board voted to rename the campus after more than a year of discussion and community engagement surrounding campus names that had ties to the Confederacy. This is the fifth AISD facility connected to the Confederacy to be renamed, following Anita Ferrales Coy Facility, Lee Elementary School, Northeast Early College High School and Sarah Beth Lively Middle School.

In the 2018-2019 school year the following schools were renamed and the new name will take effect in the 2019-2020 school year: John T. Allan Facility renamed to the Anita Ferrales Coy Facility, John H. Reagan Early College High School renamed to Northeast Early College High School and Zachary Taylor Fulmore Middle School renamed to Sarah Beth Lively Middle School. Robert E. Lee Elementary School was renamed to Russell Lee Elementary School in 2016.

About the Renaming Process

AISD administrators in November 2017 introduced the topic of renaming five district sites named after individuals who were associated with the Confederate States of America’s Army or government. The five sites are of the John T. Allan Facility, Zachary Taylor Fulmore Middle School, Eastside Memorial Early College High School at the Johnston Campus and Sidney Lanier and John H. Reagan early college high schools.

The board asked for more information and community engagement on the topic, which was fulfilled through months of meetings with principals, campus advisory councils, student groups and community members. The district also created a website for the engagement process where community members could learn more and provide input.

The board voted in February 2018 to initiate the renaming process for the five sites. However, Eastside Memorial requested an extension in April because of the modernization process the school is undergoing as part of the 2017 Bond.
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Waiver of Rules – N/A
### Site Information Form Part II

- **Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested.**
- **If yes, skip down to select amenities under Urban or Rural, as applicable.**

#### 1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

| Development Site is located entirely within a census tract that has a poverty rate that is less than 20% **or** that is less than the median poverty rate for the region, whichever is higher. AND | The census tract has a median household income rate in the two highest quartiles within the region (2 points). OR | The census tract has a median household income in the third quartile within the region, **and** is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between, **and** the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point). |

| Contiguous Census Tract # | 48453001843 | Contiguous Tract Quartile | 2nd |

| Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included. |

| **public transportation route (2 points)** | **community, civic or service organization (1 point)(1 mile)** |
| **pharmacy (1 point)(1 mile)** | **delivered meals service (1 point)** |
| **health-related facility (1 point)(3 miles)** | |
| **university or community college (1 point)(5 miles)** | |
| **census tract with ≥27% associate degrees adults ≥25** | |
| **indoor recreation facility available to public (1 point)** | |
| **outdoor recreation facility available to public (1 point)** | |

| Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included. |

| **census tract with ≥24% high school degree adults ≥25** | |
| **health-related facility (1 point)(1 mile)** | |
| **university or community college (1 point)(2 miles)** | |
| **outdoor recreation facility available to public (1 point)** | |

| No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date. |

| **Application is seeking points for Opportunity Index.** | **Total Points Claimed:** 7 |

**If necessary, provide a brief summary of how the Development Site is justifying the points selected:**

---

2/27/2020
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

Applications may qualify for up to five (5) points for proposed Developments located in **ONE** of the following areas:

- **No** Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **No** Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **Yes** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

  Contiguous Census Tract #
  Contiguous Census Tract #
  Contiguous Census Tract #
  Contiguous Census Tract #

- **No** Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- **No** An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

**Application is seeking points for Underserved Area.**

**Total Points Claimed:** 4

---

3. **Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

A. **Proximity to the Urban Core**

- **Application is not** in the At-Risk Set-Aside;  **AND**

- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points)  **OR**

- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)  **OR**

B. **Proximity to Jobs (select one)**

- **Application is not** in the At-Risk or USDA Set-Aside;  **AND**

- The Development is located within 1 mile of 16,500 jobs. (6 points)

- The Development is located within 1 mile of 13,500 jobs. (5 points)

- The Development is located within 1 mile of 10,500 jobs. (4 points)

- The Development is located within 1 mile of 7,500 jobs. (3 points)

- The Development is located within 1 mile of 4,500 jobs. (2 points)

- The Development is located within 1 mile of 2,000 jobs. (1 point)

**Application is seeking points for Proximity to Job Areas**

**Total Points Claimed:** 5

---

2/27/2020
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

<table>
<thead>
<tr>
<th>Region:</th>
<th>7</th>
<th>Urban</th>
</tr>
</thead>
</table>

- Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed **and is included behind Tab 10**.

**Application is seeking points for Concerted Revitalization.**  **Total Points Claimed:** 0

5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

- Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)

**Application is seeking points for Declared Disaster Area.**  **Total Points Claimed:** 10

6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

- Application meets all of the following requirements: (5 points)
  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
  - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
  - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
  - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.
  - Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

**Application is seeking points for Readiness to Proceed.**  **Total Points Claimed:** 0

2/27/2020
Tab 10 – Supporting Documentation from Site Information Part II
Supporting Documentation for the Site Information Form Part II

**Opportunity Index (Competitive HTC and Direct Loan Only)**

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.

**Evidence of Daycare (Competitive HTC and Direct Loan Only)**

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**

- For Colonia:
  
  - Evidence from Attorney General of Colonia boundaries; and
  
  [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
  
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

- For Economically Distressed Areas:
  
  
  - Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
  
  - Map showing development site boundaries, relative to EDA boundaries.

- For other items:
  
  Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Report posted on the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
  
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  
  - Map with all contiguous census tracts, if applicable
  
  - Evidence Development was placed in service 25 or more years ago
  
  - Evidence Development is still occupied. Submit any rent roll separate from the Application
  
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

**Proximity to Job Areas (Competitive HTC Only)**

**Proximity to Urban Core**

- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission,
or similar governing body.

OR

Proximity to Jobs

US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)
Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet, including backup documentation for amenities is inserted behind this tab.

Declared Disaster Area: (Competitive HTC Only)

The county in which the Development Site is located is listed on the 2020 List of Declared Disaster Areas (no further documentation is required).

The List of Declared Disaster Areas is posted on the Department’s website at

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed (Competitive HTC Only)

Evidence Development Site is located in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

Certification regarding closing deadline

Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

Evidence that appropriate zoning will be in place at award (July 23, 2020).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Opportunity Index
Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT – ENTIRE TRACT OUTLINE
Espero Austin at Rutland

1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT MAP

Development Site
Espero Austin at Rutland
Espero Austin at Rutland (TDHCA #20040) is located entirely within census tract 48453001821 that has a poverty rate less than 20% with a median household income in the third quartile within the region and is contiguous to census tract 48453001843 in the second quartile without physical barriers between, and the Development Site is no more than 2 miles from the boundary between the census tracts.
## Tab 10 – OPPORTUNITY INDEX AMENITIES

**ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS**  
**TDHCA #20040**

<table>
<thead>
<tr>
<th>QAP</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (miles)</th>
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<tbody>
<tr>
<td>Public Transportation – 15 min</td>
<td>Public Transportation Route – 15 min frequency</td>
<td>10001 Metric/Rutland</td>
<td>Austin</td>
<td>78758</td>
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<td></td>
<td></td>
<td>Stop ID: 5823</td>
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<tr>
<td>Pharmacy</td>
<td>Walgreens</td>
<td>1910 W. Braker Lane</td>
<td>Austin</td>
<td>78758</td>
<td>0.92</td>
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<td>Health Related Facility</td>
<td>St. David’s North Austin Medical Center</td>
<td>12221 N Mopac Expy</td>
<td>Austin</td>
<td>78758</td>
<td>2.20</td>
</tr>
<tr>
<td>University or Community College</td>
<td>Austin Community College: Northridge Campus</td>
<td>11928 Stonehollow Drive</td>
<td>Austin</td>
<td>78758</td>
<td>1.68</td>
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<tr>
<td>Indoor Recreation Facility</td>
<td>Highland Lanes</td>
<td>8909 Burnet</td>
<td>Austin</td>
<td>78757</td>
<td>0.88</td>
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<tr>
<td>Outdoor Recreation Facility</td>
<td>Quail Creek Neighborhood Park</td>
<td>1101 Mearns Meadow Blvd.</td>
<td>Austin</td>
<td>78758</td>
<td>0.81</td>
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<td>Community, Civic or Service Org</td>
<td>Planned Parenthood</td>
<td>9041 Research Blvd., #250</td>
<td>Austin</td>
<td>78757</td>
<td>0.85</td>
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<td>Delivered Meals Service</td>
<td>Meals on Wheels</td>
<td>Greater Austin Area</td>
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### QAP Category

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<th>QAP</th>
<th>Category</th>
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<tbody>
<tr>
<td>Education</td>
<td>Associate’s Degree or Higher</td>
<td>29.10%</td>
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</table>

### Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/aofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>48453001823</td>
<td>Census Tract 18.21</td>
<td>4106</td>
<td>1195</td>
<td>29.10%</td>
</tr>
</tbody>
</table>
Community Assets Map – 1/2 Mile Radius

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040
Community Assets Map – 1 Mile Radius

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040
Community Assets Map – 3 Mile Radius

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040
The Development Site is 1/2 mile or less from the stop or station and the scheduled service arrives every 15 minutes, on average, between 6 a.m. and 8 p.m., every day of the week.
Tab 10 – OPPORTUNITY INDEX

½ Mile from Bus Stop with Service Every 15 Minutes
PHARMACY
Stores and Shopping

Open 24 hours

Every day Open 24 hours

Search Products

Search by keyword or item #

View deals

Weekly Ad
Discover this week's deals, savings, and bonus buys at this store.

Coupons

Browse Categories
Pharmacy

Opens soon at 9am

Mon - Fri  9am – 9pm*
Sat       9am – 6pm*
Sun       10am – 6pm*

Drive-thru service available*

Pharmacy meal break hours
Mon - Fri  Pharmacy closed 1:30 - 2pm for meal break
Sat       Pharmacy closed 1:30 - 2pm for meal break
Sun       Pharmacy closed 1:30 - 2pm for meal break

Prescriptions

116 years of experience and still innovating how you fill prescriptions

Refill prescriptions

Filling a prescription? Your health care provider will need to call the pharmacy for the fax number.

Schedule an appointment or walk in
Flu
Pneumonia
Tdap

See all vaccinations at this store

Other Pharmacy Services
Health Tests: Blood Pressure

Meet your store pharmacy team

Kyoung L.
Pharmacy Manager
Years with Walgreens: 23

See all pharmacy staff members

Medication Disposal

A safe and convenient way to dispose of unwanted, unused or expired medication at no cost, year-round.
Learn more

Ask About Prescription Flavoring

Our prescription flavoring service, FLAVORx, is available for $2.99 at all Walgreens and Duane Reade pharmacies. Flavoring masks unpleasant tastes and can help children take their medicine.¹
Learn more

¹ Not all prescriptions can be flavored. Ask your local Walgreens pharmacy team for more details.

Photo
Open 24 hours

Top deals at this Store
HEALTH-RELATED FACILITY
Average ER Wait Time as of 8:44am CST today

4 mins
St. David's Georgetown Hospital
Get Directions

4 Minute Avg ER Wait Time as of 8:44am CST

Directions
St. David's North Austin Medical Center
12221 N. Mopac Expwy, Austin, TX 78758
Get Directions
Visiting Hours at St. David's North Austin Medical Center

No specific hours
For ICU visiting hours, anytime except 6:30am - 8:00am and 6:30pm - 8:00pm
About St. David's North Austin Medical Center

Exceptional care. It's what we do best.

St. David’s North Austin Medical Center is part of St. David's HealthCare, one of the largest health systems in Texas, which was recognized with a Malcolm Baldrige National Quality Award in 2014. The 378-bed multi-specialty, acute care facility is dedicated to the highest level of women’s health services, including maternity and newborn care with Level I, II and III nurseries at the adjacent St. David's Women’s Center of Texas. The facility also features a 24-hour emergency department, the Texas Institute for Robotic Surgery, the Bariatric Center, heart and vascular center, neurology and neurosurgery, a kidney transplant program, inpatient and outpatient surgery, and acute inpatient and outpatient rehabilitation, among many others. St. David's North Austin Medical Center is also home to St. David's Children's Hospital. In 2012, 2013, 2015 and 2016, the hospital earned a national distinction for patient safety from The Leapfrog Group.

Are you at risk? Prevent & protect.

Discover your heart's age

Menu

Estimate your risk of Breast Cancer
St. David's North Austin Medical Center is a full-service hospital providing leading-edge comprehensive medical care and many innovative healthcare services.

Services

- Cardiac Rehabilitation
- Cardiovascular Services
- Continence and Pelvic Floor Disorders
- Imaging Services
- St. David's Neuroscience & Spine Institute
- Joint Replacement & Orthopedics
- Rehabilitation Services
- Robotics
- Surgery
- Weight Loss Surgery
- Wound Care
- Emergency & Urgent Care
- Heart & Vascular
- Diabetes Education Program
- Hospitalist Services
- Intensive Care
- Kidney Transplant Center
- Lymphedema
- Nutrition and Outpatient Clinical Nutrition Services
- Spiritual Care
Are you at risk? Prevent & protect.

Discover your heart's age

Estimate your risk of Breast Cancer

Is weight-loss surgery an option for you?
UNIVERSITY OR COMMUNITY COLLEGE
Northridge Campus

About the Campus

ACC Northridge borders the beautiful Walnut Creek Greenbelt. This 35-acre campus attracts thousands of students each year.

Programs

Choose from a broad range of courses intended for university transfer or enroll in a career-technical class. ACC Northridge is also home to several creative, high-tech programs. You can study creative design technologies, radio-television-film, technical communications, and more.

Services

Students at this campus have access to a variety of support services including academic advising, career counseling, and free tutoring. Computer centers, library facilities, and media services are also available. At ACC Northridge, you’ll be well-equipped to pursue your dreams.

Classes

Find out what classes are offered on this campus. View Course Schedule (Select this campus in the Locations dropdown menu).

Campus Intersession

Intersession and reduced operating hours for all campuses for December 16 - January 20, 2020 can be viewed here.

Campus Information

Campus Hours
M-Th: 7 a.m. - 11:00 p.m.
F: 7 a.m. - 10:00 p.m.
Sat: 8 a.m. - 7 p.m.
Sun: 12 p.m. - 6 p.m.

All campus hours

Campus directory

Student Services
Office Hours

Library Hours

M-: 7:30 a.m. - 9 p.m.
Sat: 8 a.m - 5 p.m.
Sun: 12 p.m. - 6 p.m.

Contact

11928 Stonehollow Drive
Austin, TX 78758
512-223-4000

Campus Features

Fitness center

Health and Kinesiology holds classes in fencing, weight-training, martial arts and more in the campus fitness center.
Music

A fully equipped studio gives Music Business, Performance and Technology students a hands-on education in every phase of the music industry.

Digital creative

Dark rooms, sound stages, and state-of-the-art editing bays bring RTF, photography, and digital art education into focus.

Campus Resources
Address

Campus Hours
M-Th: 7 a.m. - 11:00 p.m.
F: 7 a.m. - 10:00 p.m.
Sat: 8 a.m. - 7 p.m.
Sun: 12 p.m. - 6 p.m.
All campus hours
Campus directory

Student Services

Office Hours

Library Hours
M: 7:30 a.m. - 9 p.m.
Sat: 8 a.m - 5 p.m.
Sun: 12 p.m. - 6 p.m.

Contact
11928 Stonehollow Drive
Austin, TX 78758
512-223-4000

Directions

Interstate 35, from north Austin
1. Take Exit 245 to Parmer Lane/Yager Lane.
2. Continue on I-35 frontage road for 0.7 miles.
3. Bear right and head toward West Parmer Lane, go 1.0 miles.
4. Turn left at Metric Boulevard, go 1.2 miles.
5. Turn right at Stonehollow Drive to the Northridge Campus.
6.  

Interstate 35, from south Austin
1. Merge onto U.S. 183 North, go 1.4 miles.
2. take the FM 1325 Exit to Burnet Road, go 0.1 miles.
3. Turn right on Metric Boulevard, go 2.4 miles.
4. Turn left to Stonehollow Drive to the Northridge Campus.
A Roadmap for College Success

With more than 100 programs in 10 areas of study, there’s something for everyone at Austin Community College. Credentials earned at ACC include associate degrees, university transfer credits and career-technical certificates. Follow a clear program map to ensure you take the right classes to reach your unique goal.

Areas of Study & Programs

Arts, Digital Media & Communications

Business

Computer Science & Information Technology

Culinary, Hospitality & Tourism

Education

Design, Manufacturing, Construction & Applied Technologies

Health Sciences
# Public Community College Districts

Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alamo Colleges District</strong></td>
<td>Mike Flores, Chancellor</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>2222 N. Alamo St.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78215</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Alamo Community College - Northeast Lakeview College</strong></td>
<td>Veronica Garcia, President</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>1201 Kitty Hawk Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Universal City, TX 78148</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Alamo Community College - Northwest Vista College</strong></td>
<td>Ric Baser, President</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>3535 North Ellison Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78251</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Alamo Community College - Palo Alto College</strong></td>
<td>Robert Garza, President</td>
<td>(210) 486-3880</td>
</tr>
<tr>
<td>1400 West Villaret Boulevard</td>
<td></td>
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</tr>
<tr>
<td>San Antonio, TX 78224</td>
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<tr>
<td><strong>Alamo Community College - San Antonio College</strong></td>
<td>Robert Vela, President</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>1300 San Pedro Avenue</td>
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<tr>
<td>San Antonio, TX 78212</td>
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<tr>
<td><strong>Alamo Community College - St. Philip's College</strong></td>
<td>Adena Loston, President</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>1801 Martin Luther King Boulevard</td>
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<tr>
<td>San Antonio, TX 78203</td>
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<tr>
<td><strong>Alvin Community College</strong></td>
<td>Cristal Albrecht, President</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>3110 Mustang Road</td>
<td></td>
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<tr>
<td>Alvin, TX 77511</td>
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<tr>
<td><strong>Amarillo College</strong></td>
<td>Russell Lowery-Hart, President</td>
<td>(806) 371-5000</td>
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<tr>
<td>P.O. Box 447</td>
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<tr>
<td>Amarillo, TX 79178</td>
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<tr>
<td><strong>Angelia College</strong></td>
<td>Michael Simon, President</td>
<td>(936) 639-1301</td>
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<td>3500 South First</td>
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<tr>
<td>Lufkin, TX 75904</td>
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<tr>
<td><strong>Austin Community College</strong></td>
<td>Richard Rhodes, President/CEO</td>
<td>(512) 223-7000</td>
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<tr>
<td>5930 Middle Fiskville Road</td>
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<tr>
<td>Austin, TX 78752</td>
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<tr>
<td><strong>Blinn College District</strong></td>
<td>Mary Hensley, Chancellor</td>
<td>(979) 830-4000</td>
</tr>
<tr>
<td>902 College Avenue</td>
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<tr>
<td>Brenham, TX 77833</td>
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<tr>
<td><strong>Brazosport College</strong></td>
<td>Millicent Valek, President</td>
<td>(979) 230-3000</td>
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<td>500 College Drive</td>
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<td>Lake Jackson, TX 77566</td>
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<tr>
<td><strong>Central Texas College</strong></td>
<td>Jim Yeonopolus, Chancellor</td>
<td>(254) 526-7161</td>
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<tr>
<td><strong>Cisco College</strong></td>
<td>Thad Anglin, President</td>
<td>(254) 442-5000</td>
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<td>151 College Heights</td>
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<tr>
<td>Cisco, TX 78437</td>
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<tr>
<td><strong>Clarendon College</strong></td>
<td>Texas D. Buckhaults, Interim President</td>
<td>(806) 874-3571</td>
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<tr>
<td>1122 College Drive</td>
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<tr>
<td>Clarendon, TX 79226</td>
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<tr>
<td><strong>Coastal Bend College</strong></td>
<td>Justin Hoggard, President</td>
<td>(361) 358-2838</td>
</tr>
<tr>
<td>3800 Charco Road</td>
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<tr>
<td>Beeville, TX 78102</td>
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<tr>
<td><strong>College of the Mainland Community College District</strong></td>
<td>Warren Nichols, President</td>
<td>(409) 938-1211</td>
</tr>
<tr>
<td>1200 Amburn Road</td>
<td></td>
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<tr>
<td>Texas City, TX 77591</td>
<td></td>
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<tr>
<td><strong>Collin County Community College District</strong></td>
<td>H. Neil Matkin, President</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>2800 East Spring Creek Parkway</td>
<td></td>
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<tr>
<td>Plano, TX 75074</td>
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<tr>
<td><strong>Dallas County Community College - Brookhaven College</strong></td>
<td>Linda Braddy, President</td>
<td>(972) 860-4700</td>
</tr>
<tr>
<td>3939 Valley View Lane</td>
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<tr>
<td>Farmers Branch</td>
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<tr>
<td>Dallas, TX 75244-4906</td>
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<tr>
<td><strong>Dallas County Community College - Cedar Valley College</strong></td>
<td>Joe Seabrooks, President</td>
<td>(972) 860-8200</td>
</tr>
<tr>
<td>3030 North Dallas Avenue</td>
<td></td>
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<tr>
<td>Lancaster, TX 75134</td>
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<tr>
<td><strong>Dallas County Community College - Eastfield College</strong></td>
<td>Eddie Tealer, President</td>
<td>(972) 860-7001</td>
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<tr>
<td>3737 Molley Drive</td>
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<tr>
<td>Mesquite, TX 75550</td>
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<tr>
<td><strong>Dallas County Community College - El Centro College</strong></td>
<td>Jose Adams, President</td>
<td>(214) 860-2000</td>
</tr>
<tr>
<td>801 Main Street</td>
<td></td>
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</tbody>
</table>
INDOOR RECREATION FACILITY
Take your birthday bowling. Let us host your next big event. Bowling makes everything more fun.

League Bowling

* Mixed Leagues
  Mixed Nuts, Sunday Drives, and many more.

* Women's Leagues
  Alley Angels.

* Senior Leagues
  Treasure Chest and Prime Timers to name a couple.
Youth Leagues
Bumper buddies, Pushovers, and more.

More info... (/LEAGUES)

Bowling Specials
From Electric Bowling, to discount specials, we have all the Family Fun right here!

Learn More (/SPECIALS)

Our Location
Highland Lanes

Do you remember what your first experience with us was like? Type it up below!

Share

Highland Lanes

8909 Burnet Rd
Austin, TX 78757

512-458-1215

ABOUT HIGHLAND LANES

Highland Lanes is a great place to have fun times with family and friends. At Highland Lanes you can have a great time at prices that won't break your family's budget. We have plenty of bumper bowling lanes just for kids! Bumpers are great to keep the bowling balls out of the gutters and smiles on the faces of your small children.
We also have our COOL Glow Bowling - we call it Electric Bowl - where you bowl with the lights down--great music turned up and awesome special effects lighting. It looks like a nightclub! When looking for family fun in Austin look no further than Highland Lanes.

League bowling for all ages and abilities is available, along with great youth programs.
Recreational Bowling & Shoe Rental Rates

Hourly Lane Rental:
- Weekdays before 5:00 pm - $21.00 per hr.
- Weekdays after 5:00 pm, Weekends and Holidays - $27.00 per hr.
- Shoe Rental: All ages - $3.00
*Prices subject to change without notice

Hours of Operation:
- Sunday - Thursday 9:30am - 12:00am
- Friday - Saturday 9:30am - 1:00am

Call us: 512-458-1215
512-458-1215

8909 Burnett Rd
Austin, TX 78757

Connect with us:
- (https://www.facebook.com/HighlandLanesATX/)
- Home (https://www.highlandlanes.com/)

Highland Lanes is a great place to have fun times with family and friends. At Highland Lanes you can have a great time at prices that won't break your family's budget. We have plenty of bumper bowling lanes just for kids! Bumpers are great to keep the bowling balls out of the gutters and smiles on the faces of your small children.

We also have our COOL Glow Bowling - we call it Electric Bowl - where you bowl with the lights down--great music turned up and awesome special effects lighting. It looks like a nightclub! When looking for family fun in Austin look no further than Highland Lanes.

League bowling for all ages and abilities is available, along with great youth programs.

About Highland Lanes
OUTDOOR RECREATION FACILITY
Outdoor Recreation Facility – Sand Volleyball Court – Quail Creek Neighborhood Park
Outdoor Recreation Facility – Sand Volleyball Court – Quail Creek Neighborhood Park
COMMUNITY, CIVIC OR SERVICE ORGANIZATION
North Austin Health Center of Austin, TX

About This Health Center
Operated by: Planned Parenthood of Greater Texas, Inc. (https://www.plannedparenthood.org/planned-parenthood-greater-texas)

CARE NO MATTER WHAT
Planned Parenthood is one of the nation’s leading providers of high-quality, affordable health care, and the nation’s largest provider of sex education. With or without insurance, you can always come to us for your health care.

LANGUAGE & INTERPRETERS
English; Spanish; Interpretation by telephone available for other languages.

Please let us know if you need an interpreter when scheduling your appointment.

<p>If an interpreter has to be in the clinic at the time of the appointment, in order to make arrangements, we prefer a minimum three (3) days notice</p>
Birth Control & STD Testing - Austin, TX

Call 512-331-1288 (tel:512-331-1288) for assistance.

**Health Center Hours**  
**OPEN NOW**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Mon</td>
<td>8:45 a.m. – 5:00 p.m.</td>
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<tr>
<td>Tues</td>
<td>8:45 a.m. – 5:00 p.m.</td>
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<tr>
<td>Thurs</td>
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<td>Fri</td>
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<td>Sun</td>
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Please note that we’ll be closed on these holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day

**Walk-in Information**

If you need emergency contraception (AKA the morning after pill), you can walk in anytime we’re open.

Emergency Contraception (EC), Pregnancy Testing, Sexually Transmitted Infection Testing

**More About This Health Center**

This location is now open on some Saturday’s - for more information, confirm or make appointments please call 512-331-1288.
You can privately and easily book your appointment online for select services 24/7. For the full set of services, you can call 512-331-1288 (tel:512-331-1288) to book your appointment. Health center staff can also answer any questions you may have.

Insurance & Payments

Everyone deserves affordable health care. With or without insurance, you can always come to us for your health care.

I don’t have insurance or Medicaid

I have insurance or Medicaid

Additional Payment information

Additional Information

MORE APPOINTMENT INFORMATION

We’re unable to provide childcare at our health center. For safety reasons children need to be accompanied by an adult when they’re in the waiting room. Only infants can accompany you to the exam room. Please bring a friend or family member to be with your children if you don’t have childcare at home.

You can fill your birth control prescriptions at our health center instead of the pharmacy, during business hours.
Specially trained staff are available for people with developmental disabilities.

Only infants and toddlers in a car seat or stroller are allowed in the exam room. Please make arrangements for childcare for any other children.

You can come to us for services that don’t require a medical exam. For example, birth control education and supplies; emergency contraception (AKA the morning after pill); pregnancy testing and counseling; STD testing, and testing and treatments for urinary tract infections.

**OTHER HEALTH CENTER INFORMATION**

Save time at your visit by filling out our secure EFORM medical questionnaire (https://eforms.voxent.org/form/PPGT). No registration is required. When you have completed the form, please be sure to submit the information so that it will be sent to our staff. Your information will remain private and secure.

**SPECIALTY SERVICES**

You may be able to get your birth control pills mailed to you. Ask the health center staff for more information.

*Pills by Mail is available at this health center – a service that delivers birth control pills to your home each month. Ask the health center staff for more information.*

Donations help support our mission and continue the important work we do.

Pricing and/or insurance information is subject to change at any time. This information is for informational purposes and does not constitute medical or legal advice. For further information, please refer to our Terms of Use (/planned parenthood-greater-texas/terms-use).

This health center supports and welcomes all people regardless of sexual orientation, gender identity or biological sex, including but not limited to lesbian, gay, bisexual, queer, questioning, and intersex clients. All services are provided in a respectful and professional manner.
Find Care Near You

Staff at your local Planned Parenthood health center can talk with you and help you get the care you need. You can search for a health center online or call 1-800-230-PLAN (tel:18002307526) for care today.
Who We Are

In October 2016, Planned Parenthood turned 100 years strong. Planned Parenthood was founded on the revolutionary idea that women should have the information and care they need to live strong, healthy lives and fulfill their dreams – no ceilings, no limits. Learn more about how 100 years of care, education, and activism have changed everything. (http://100years.plannedparenthood.org/)

Today, Planned Parenthood is a trusted health care provider, an informed educator, a passionate advocate, and a global partner helping similar organizations around the world. Planned Parenthood delivers vital reproductive health care, sex education, and information to millions of women, men, and young people worldwide. Learn more about how Planned Parenthood is creating a healthier world

Providing Trusted Community Health Care

Planned Parenthood is America’s most trusted provider of reproductive health care. Our skilled health care professionals are dedicated to offering all people high-quality, affordable medical care. One in five American women has chosen Planned Parenthood for health care at least once in her life.
The heart of Planned Parenthood is in the local community. Our 49 unique, locally governed affiliates nationwide operate more than 600 health centers (/health-center), which reflect the diverse needs of their communities.

These health centers provide a wide range of safe, reliable health care – and the majority is preventive care, which helps prevent unintended pregnancies through contraception, reduce the spread of sexually transmitted infections through testing and treatment, and screen for cervical and other cancers. Caring physicians, nurse practitioners, and other staff take time to talk with clients, encouraging them to ask questions in an environment that millions have grown to trust.

**Informing and Educating the Community**

Planned Parenthood is a respected leader in sex education. We deliver sex education programs, resources, and tools that empower all people to make informed choices about sexuality and relationships, and lead their healthiest lives. Planned Parenthood is proud of its vital role in providing people across the lifespan with sex education in classrooms, communities, and online to help promote sexual health and wellness. Planned Parenthood provides educational programs and outreach to 1.2 million people every year, and millions more online through digital sex education programs.

**Leading the Reproductive Health and Rights Movement**

On campuses and online, in statehouses and courts, in community settings, and in the media, Planned Parenthood is a visible and passionate advocate for policies that enable Americans to access comprehensive reproductive and sexual health care, education, and information. Whether talking with members of Congress, parents, or faith leaders, or arguing cases before the U.S. Supreme Court, we fight for commonsense policies that promote women’s health, allow
individuals to prevent unintended pregnancies through access to affordable contraception, and protect the health of young people by providing them with comprehensive sex education.

Planned Parenthood has 12 million activists, supporters, and donors nationwide. The Planned Parenthood Action Network enables online activists in all 50 states to stay on top of the issues and get involved with campaigns that advance and protect women’s rights and health.

The Planned Parenthood Action Fund is an independent, nonpartisan, not-for-profit organization formed as the advocacy and political arm of Planned Parenthood Federation of America. Fortifying our commitment to protect women’s health, educate teens, and prevent unintended pregnancies, the Action Fund engages in educational and electoral activity, including public education campaigns, grassroots organizing, and legislative advocacy.

**Advancing Global Health**

For many individuals around the world, access to vital reproductive and sexual health care and information is blocked – by poverty, a lack of basic services, or politics and war. Planned Parenthood works with local partners in Africa and Latin America to overcome these barriers by increasing access to health care and education. We nurture local leadership, foster sustainable health and education programs, provide financial grants and funding for family planning services, and fight for legal, social, and political improvements in communities around the world.

Planned Parenthood Global also advocates for sound U.S. foreign policies that improve the sexual and reproductive health and well-being of individuals and families globally.

Planned Parenthood Federation of America is also a founding member of the International Planned Parenthood Federation, based in London.
MEALS ON WHEELS
MEALS ON WHEELS

Greater Austin Prepared Meal Delivery Service for Seniors and Adults with Disabilities

The Meal Delivery Program is a holistic nutrition program that provides home delivered prepared meals for seniors and other homebound clients throughout the Greater Austin area. This program provides case management services to individuals enrolled in the Meals on Wheels program. Each recipient receives one hot meal per day during the week and may have an option of receiving supplemental frozen meals for the weekend. To see if you or someone you know may qualify for home delivered meals, check our eligibility list online.

ELIGIBILITY

Individuals must be:
- Primarily homebound
- Unable to prepare nutritious meals
- Without consistent daytime assistance from another person
- Able to accept meals during the delivery time frame
- Must live in the Greater Austin area

*Each applicant is also assessed by a HCA/IMT Case Manager to ensure that eligibility requirements are met. Short-term service is available to those with temporary meal needs.*
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Underserved Area
"(C) The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report (4 points);

Espero Austin at Rutland is located in census tract #48453001821 that does not have any Developments in the TDHCA Property Inventory.
Tab 10 – Evidence of Underserved Area

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS

TDHCA #20040

48453001821
Proximity to Job Areas
Tab 10 – PROXIMITY TO JOB AREAS
ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040

GPS Coordinates

![GPS Map of Espero Austin at Rutland](image-url)
Tab 10 – PROXIMITY TO JOB AREAS
ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040

Screen Shot of On The Map Radius

NOTE: The GPS Coordinates move slightly after inputting the GPS Coordinates from Google Maps. I tried repeatedly to get this exact and it would always move slightly.
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 458
- 459 - 1,817
- 1,818 - 4,083
- 4,084 - 7,254
- 7,255 - 11,333

Job Count [Jobs/Census Block]
- 1 - 4
- 5 - 57
- 58 - 287
- 288 - 905
- 906 - 2,210

Selection Areas
↗ Analysis Selection
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

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<th>Total Primary Jobs</th>
<th>Count</th>
<th>Share</th>
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<tr>
<td>Total Primary Jobs</td>
<td>2017 Count</td>
<td>2017 Share</td>
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## Data Sources


## Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.
Tab 10 – PROXIMITY TO JOB AREAS
ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040

OnTheMap Documentation:

As you can see from the documentation, the date of the report is not before the Pre-Application Delivery Date.

I attended the April 24, 2019 QAP Roundtable to learn more about the OnTheMap tool that was being introduced this year. I printed out and used the guide handed out at this session while vetting sites for the upcoming 2020 HTC cycle.

https://d28lcup14p4e72.cloudfront.net/94640/4605872/OnTheMap_guide.pdf

Since an address was located for this Site, this is the report that I pulled as documentation for the jobs and score on the pre-application. I have attached the report with the time/date stamp.

After pre-application submission, I was reading through the Multifamily Procedures Manual for Full Applications and digested the very specific directions on how to use GPS coordinates to pull your job count. I quickly put together the documentation using GPS coordinates and realized that the job count was different than the report I pulled by address.

For the Full Application, the score has been reduced by 1 point to reflect the lower job count by GPS Coordinate.

I reached out to the OnTheMap to confirm that there was no change in data from the date of Pre-App Submission to the date I pulled the GPS-based report. There was NO CHANGE in the data. I also asked for why the data for the address was different than from the GPS Coordinates. Please see this correspondence attached.

The Proximity to Jobs scoring item is new this year. As with all new data sources, for example, NeighborhoodScout, there is a learning curve. Documentation that justifies the points claimed is attached with documentation that there was NO CHANGE in data that would have impacted the score from pre-app to application. Further, the Application is reducing the score by one point to be consistent with the points for GPS coordinated results.
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 459
- 460 - 1,822
- 1,823 - 4,093
- 4,094 - 7,273
- 7,274 - 11,362

Job Count [Jobs/Census Block]
- 1 - 4
- 5 - 57
- 58 - 287
- 288 - 905
- 906 - 2,210

Selection Areas
- Analysis Selection
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>Share</th>
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<td>Total Primary Jobs</td>
<td>17,985</td>
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</table>

6 points selected at Pre-App, but only 5 points selected at Full Application
<table>
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<th>Total Primary Jobs</th>
<th>Count</th>
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<tr>
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<td>Labor Market Segment</td>
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3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.
Hi Jennifer,

1) That's right - the data hasn't changed.

2) If you search for an address in OnTheMap the application goes out to the Census geocoder and asks for a latitude/longitude and then gets all jobs within a quarter mile of the point. I took your address and searched for the address in the application and also used another map service to get a GPS point for that same address.

It looks to me like the Census geocoder is putting your address on the wrong side of Metric Blvd on Rutland dr. So when you search for the address in OnTheMap it ends up to the west of the true location. If you take the lat/lon from google maps or some other address service then it's on the east side of Metric blvd. These are two totally different locations so the data within a quarter mile is going to be different.

If you have a GPS point for your address then I'd trust that more than the results provided by the OnTheMap search function.

I'll reach out to the geocoder team to let them know but you can feel free to email back with OnTheMap questions.

Jody

Hi there -

I was hoping that I could ask two confirmation questions regarding the OnTheMap system:

1. Can you confirm that there has not been a change or update in data between the dates of January 8, 2020 and today (January 22, 2020)?

2. Can you help me explain why a postal address entered into the SEARCH box and a jobs report run might generate a different job count than if a GPS coordinate on the site is entered by using IMPORT GPS? The site is 1934 Rutland Drive, Austin, TX 78758. When I conduct the search using the address the job count is higher than if I run the report using GPS. I did not realize there would be a difference and was hoping you could just explain what the system might be thinking?

I so appreciate your help on a response!

Best,
Jennifer Hicks
Concerted Revitalization Plan – N/A
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Declared Disaster Area
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</tbody>
</table>
Readiness to Proceed – N/A
Tab 11 – Site Information
Form Part III
1. **Site Acreage**

Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.157</td>
<td>2.192</td>
<td>n/a</td>
<td>2.1578</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: 2.192
Feasibility Report Engineer’s Plan: 2.192

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

Please provide an explanation of any discrepancies in site acreage below:

The Seller purchased the property without a Survey and did not have a Survey as part of due diligence materials. The Feasibility Report Survey resulted in an acreage of 2.192. The project engineer requested a plat from Travis County and that plat measures 2.193. Please see attached email from Project Engineer and copy of plat. The ESA referenced the Appraisal District which had the same square footage that was on site control (outdated.) The title policy has been updated with the new survey of 2.192 acres.

2. **Site Control [10 TAC §11.204(10)]**

The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behzad Bahrami</td>
<td>Alex Bahrami</td>
<td>P.O. Box 82653</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td>TX</td>
<td>78708-2653</td>
<td>8/28/2008</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain:

If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expiration of Contract or Option</th>
<th>Anticipated Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/16/2021</td>
<td>2/16/2021</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [x] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.

Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

The Property has the following encumbrance(s):
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

   **n/a**  
   Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
   - [ ] Evidence of an easement, leasehold, or similar documented access; and
   - [ ] Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**

   **n/a**  
   Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

   Development qualifies for the boost for:
   - [X] Qualified Census tract that has less than 20% HTC Units per household
   - [ ] New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.**
     *Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
   - [ ] Development is located in a Small Area Difficult Development Area (SADDA)
   - [ ] Rural Development *(Competitive HTC only)*
   - [X] Development is entirely Supportive Housing *(Competitive HTC Only)*
   - [X] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
   - [ ] Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. *(Competitive HTC only)*
   - [ ] Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*
   - [ ] Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). *(Competitive HTC only)*

   If a revised form is submitted, date of submission: 

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2/28/2020
Hi Jennifer,

In researching the size discrepancy on the Rutland site, we requested a clean copy of the plat from Travis County. I had my CAD technician calculate the site size based on the record plat, and the results were: 95,541 SF. I have attached a copy of the plat to this email for your reference.

Regarding how to explain the difference – the results have varied due to the age of the site, modernization of equipment, differing surveyors, and easements. Additionally, in researching the previous deeds, it doesn’t appear that a record boundary retracement has been performed on the site, the land has been bought and sold as is, based upon the record plat, keeping the three lots intact.

Please let me know if you have any questions or need any additional information.

Most sincerely,
Tara

Tara Davis
Wuest Group

Hi Jennifer,

Let me talk this over with Scott W when he is back from his meeting, and I think we can come up with a reasonable explanation for you.

Most sincerely,
Tara
Tab 12 – Supporting Documentation from Site Information Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

☑ Evidence of Site Control as described in 10 TAC §11.204(10)
   - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
   - Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
   - Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
   - If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Ingress/Egress and Easements

n/a Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

Re-platting or Vacating Requirement

n/a Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

Title Commitment or Policy

☑ Documentation required by 10 TAC §11.204(12) is included.

Increase in Eligible Basis (30% Boost)

n/a Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.

☑ Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.

n/a SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

n/a Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:
https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
Site Control Documentation
PURCHASE AND SALE AGREEMENT

This **Purchase and Sale Agreement** (this “Agreement”) is made among **Behzad Bahrami**, an individual (“Seller”), and **Caritas of Austin**, a Texas nonprofit corporation, or its assigns (“Purchaser”) (Purchaser and Seller each referred to as a “Party” and collectively referred to as the “Parties”). As used in this Agreement, the “Effective Date” shall mean and refer to the date that the Title Company (defined below) acknowledges receipt of a fully executed counterpart of this Agreement.

**Recitals**

1. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, certain real property located at **1934 Rutland Dr, Austin, Travis County, Texas 78758** (the “Land”), containing approximately 93,993 square feet of land and being more particularly described as:

   Lots 15, 16 and 17, Block A, Brook Meadow, in addition to the city of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 66, Page 44, Plat Records of Travis County Texas.

2. The Parties are executing this Agreement to set forth their mutual agreements and understandings with respect to the purchase and sale of the Land and the Parties’ respective rights and obligations in connection therewith.

**Agreements**

**THEREFORE**, for and in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1. **Purchase and Sale.**

1.1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, for the consideration described below, the Land and all buildings, structures and other improvements situated thereon (collectively, the “Improvements”), together with all rights, titles and interests, if any, of Seller in and to (i) any land lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Land, (ii) all easements appurtenant to the Land, (iii) all strips or gores, if any, between the Land and adjoining properties, and (iv) all other rights, privileges and appurtenances in any way related or pertaining to or for the benefit of the Land, including, without limitation, (a) all present and future rights to wastewater capacity, drainage capacity, water capacity or other utility facilities to the extent related to the Land (including, without limitation, the existing wholesale utility supply system currently providing
utilities to the Land), (b) all engineering plans and studies, topographical surveys, landscape plans, environmental studies, and all other plans, specifications and studies, to the extent related to the Land, and (c) all permits, approvals and licenses specifically associated with the Land and the development and use thereof (the Land, the Improvements and all rights and interests described in the foregoing clauses (i) – (iv), inclusive, are collectively referred to as the “Property”).

2. **Purchase Price.**

2.1. **Purchase Price.** The purchase price (the “Purchase Price”) for the Property shall be Five Million Six Hundred Thousand Dollars ($5,600,000.00) and shall be paid by Purchaser in cash at the Closing and disbursed by the Title Company in accordance with the terms and provisions of this Agreement.

3. **Deposit; Independent Consideration.**

3.1. **Earnest Money.** Within three (3) Business Days after the Effective Date, Purchaser shall deliver to Austin Title Company (the “Escrow Agent” or the “Title Company”), 1717 W. 6th Street, Ste 102, Austin, Texas 78703, Attn: Troy Conover, Email: troy.conover@austintitle.com, Phone: 512-329-0777, (the “Title Company”), the sum of Fifty Thousand and No/100 Dollars ($50,000.00) (the “Earnest Money”) to be invested by the Title Company in an interest bearing account as Purchaser shall direct, so long as it is deposited in an account of a federally insured bank or savings and loan association. All interest accruing on the Earnest Money shall accrue for the benefit of Purchaser and shall constitute part of the Earnest Money. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and such amount credited against the payment of the Purchase Price; and, if the sale of the Property is not consummated pursuant to the terms of this Agreement, the Earnest Money shall be disbursed in accordance with the terms of this Agreement.

3.2. **Earnest Money – Seller Accrual.** Notwithstanding anything to the contrary set forth in this Agreement, at the beginning of every thirty-day period that elapses during the Due Diligence Period (defined below), $2,000 of the Earnest Money shall become non-refundable to Purchaser (“Seller’s Earnest Money Accrual”), except in the event of a Seller default hereunder. For example, if Purchaser exercises its option to terminate this Agreement after 45 days, then $46,000 of the Earnest Money would be returned to Purchaser and $4,000 of the Earnest Money would be paid to Seller.

3.3. **Independent Consideration.** Simultaneously with executing this Agreement, Purchaser has delivered to Seller the amount of Fifty and No/100 Dollars ($50.00) (the “Independent Consideration”), which amount shall constitute independent consideration for Seller’s execution and delivery of this Agreement and Purchas-
er’s option to terminate this Agreement. The Independent Consideration shall not be credited toward or otherwise applied to the Purchase Price and shall be retained by Seller in all events, even if this Agreement should be terminated for any reason.

4. **Property Review; Due Diligence.**

4.1. **Condition of Title and Due Diligence Documents.** Seller agrees that it shall provide to Purchaser, at Seller’s expense, the following items within the time frames specified below:

(a) **Title Commitment.** Within fifteen (15) business days after the Effective Date, Seller shall cause the Title Company to provide Purchaser a Commitment for Title Insurance covering the Property issued by the Title Company, together with legible copies of all restrictive covenants, easements and other documents and instruments listed therein (collectively, the “Preliminary Title Commitment”).

(b) **Survey.** Within fifteen (15) business days after the Effective Date, Purchaser will order a new survey at Purchaser’s expense and deliver a copy to Seller.

4.2. **Title Approval.** Purchaser shall give Seller written notice, on or before the date that is fifteen (15) days after Purchaser’s receipt of the Title Commitment and the Survey (the “Title Approval Period”), of any objections Purchaser may have to the condition of title as set forth in the Title Commitment or the Survey (“Title Objections”). Except for Mandatory Cure Items (defined below), Seller shall not be obligated to remove or remedy any Title Objections, or incur any out-of-pocket costs or instigate any litigation or other legal proceeding to remedy or remove any Title Objections. Further, unless Seller elects in writing to remedy or cause the removal of any Title Objections within the Cure Period, then it shall be deemed that Seller has declined to remedy or remove the Title Objections, and Purchaser shall elect to either (i) terminate this Agreement by giving written notice to Seller to such effect within five (5) Business Days after the Cure Period, whereupon the Earnest Money shall be returned to Purchaser and thereafter the Parties shall be released and relieved of further obligations, liabilities or claims hereunder (except as otherwise expressly provided herein); or (ii) waive in writing such Title Objections and close on the purchase of the Property as contemplated hereunder. Purchaser’s election to waive the Title Objections does not preclude Purchaser from seeking to cure said Title Objections at Purchaser’s expense. Any title encumbrances or exceptions which are set forth in the Title Commitment or the Survey and to which Purchaser does not object on or prior to the last day of the Title Approval Period (or which Seller has not agreed in writing within the Cure Period to cure or remedy) shall be deemed to be permitted exceptions (the “Permitted Exceptions”) to the status of Seller’s title to the Property; provided, however, that none of the Mandatory Cure Items shall be Permitted Exceptions under any circumstances,
unless otherwise expressly agreed to in writing by Purchaser. Notwithstanding anything to the contrary herein, Seller shall in all events be required to remove or cure, or satisfy to the reasonable satisfaction of Purchaser, (A) any mortgage liens or mechanics and materialman’s liens not caused by the acts or omissions of Purchaser or its agents, (B) any consensual liens or encumbrances agreed to by Seller without Purchaser’s consent on or after the Effective Date, (C) any real estate taxes or special assessments due and payable prior to Closing and (D) any items listed on Schedule C of the Title Commitment that are Seller’s responsibility to address that are not Permitted Exceptions and do not relate to payment of the Purchase Price, delivery of documents related to Purchaser’s entity structure or other matters that are the sole responsibility of Purchaser (collectively, the “Mandatory Cure Items”).

4.3. **Due Diligence.**

(a) **Due Diligence Period.**

(1) Purchaser and Purchaser’s agents and representatives shall have a period of two hundred ten (210) days following the Effective Date (the “Due Diligence Period”) in which to enter onto and inspect the Property and to perform any feasibility, environmental, engineering and such other due diligence investigations, studies and assessments (invasive or otherwise) as Purchaser may require within its sole discretion (“Due Diligence”) to satisfy itself with any and all aspects of the value and usability of the Land for Purchaser’s intended improvement thereof.

(2) During the Due Diligence Period, Purchaser shall be entitled to file applications with the City of Austin (the “City”), to rezone and/or plat or replat the Property in a manner acceptable to Purchaser for its planned development thereof, and to obtain all development commitments, entitlements, permits and approvals as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (all of the foregoing commitments, entitlements, permits, and approvals set forth hereinafore being collectively referred to herein as the “Approvals”), and Seller agrees to cooperate with Purchaser and execute such documents as may be reasonably required in connection with the Approvals. Seller understands and agrees that prior to Closing, the City may require that the Approvals be finally approved by the City, and not be contingent on Purchaser’s acquisition of the Property. Notwithstanding Seller’s consent to filing of the Approvals, it is understood and agreed that no Approval may impose any cost or liability on Seller or require performance by Seller of any matter, except to the extent Seller may provide its written consent to the same, which consent shall not be unreasonably withheld.
(3) Notwithstanding any provision in this Agreement to the contrary, Purchaser’s right of entry onto the Property for the purpose of performing Due Diligence shall continue to and through the Closing Date (such right to remain subject to the terms of this Section 4.3) and Seller agrees to reasonably cooperate with Purchaser to facilitate Purchaser’s inspection of the Property. Without limitation on the foregoing, Seller agrees to permit Purchaser’s consultants and inspectors to enter upon the Property from time to time upon reasonable notice to Seller.

(b) **Extension of Due Diligence Period.** Purchaser, by written notice delivered to Seller prior to the expiration of the initial Due Diligence Period, may elect to extend the Due Diligence Period by an additional one hundred eighty (180) days (the “DDP Extension”) in order to obtain any governmental entitlements necessary for Purchaser’s intended development and use of the Property. Within five (5) business days of Purchaser’s exercise of this option to extend the Due Diligence Period, Purchaser will escrow an additional fifty thousand dollars ($50,000.00) with the Title Company that will be added to and become a part of the Earnest Money. In addition, starting on the effective date of the DDP Extension, and continuing every thirty-days thereafter, $3,000.00 of the Earnest Money shall become non-refundable to Purchaser (“Seller’s Earnest Money Accrual”), except in the event of a Seller default hereunder.

(c) **Purchaser’s Duties Regarding Inspection.** All visits, inspections, investigations and examinations of the Property by Purchaser shall be at the sole risk of Purchaser, and Purchaser shall indemnify and hold Seller harmless from and against any claims, demands, injuries, damages, costs and expenses (including reasonable attorney’s fee) incurred by Seller (collectively, “Claims”) as a direct result of any such visits or inspections by Purchaser, other than those arising out of the gross negligence or willful misconduct of Seller or for any pre-existing condition. If this Agreement is terminated for any reason, Purchaser shall repair any damage caused by any of those visits, inspections, investigations and examinations so as to restore the Property to substantially its same condition prior to such damage. The provisions of this paragraph shall survive any termination of this Agreement.

(d) **Due Diligence Materials.** Within fifteen (15) business days after the Effective Date of this Contract, Seller shall deliver to Purchaser true, correct, and complete copies of those documents listed below to the extent said documents are locatable and within Seller’s possession (the “Initial Review Materials”). In addition, Seller will from time to time provide Purchaser, promptly after written request, with copies of any other documents relating to the Property which are in Seller’s possession (the “Additional Review Materials”). The Initial Review materials are:

(2) The Survey and any other surveys, topographical maps and/or engineering studies.

(3) Any information regarding condemnation notices, proceedings, or awards.

(4) Any geotechnical, endangered species, and/or environmental inspection reports.

(5) Site Plan studies, in CAD format, if available.

(6) Omitted.

(7) Any leases and other long term obligations related to the Property.

(8) All governmental compliance/noncompliance studies and notices, including ADA, TCLR, CERCLA, Zoning or other similar matters.

(9) Prior flood information and Flood Data search.

(10) Omitted.

(e) **Due Diligence Investigation.** Seller acknowledges that, during the Due Diligence Period, Purchaser may review, investigate, assess and study the following items and matters, in addition to other items and matters desired by Purchaser, to ascertain whether they each meet with Purchaser’s approval or satisfaction, in its sole and absolute discretion:

(1) The Land, the condition of title thereto, the status of zoning thereof and the physical condition of the Land, including, without limitation, all environmental, geotechnical and drainage conditions;

(2) The sufficiency of infrastructure to and around the Land, including utilities (water, sewer, electricity and gas), access, streets, curbs and gutters;

(3) The physical condition of the Improvements;

(4) The ability to timely obtain any permits, approvals and entitlements for the development and construction of additional improvements to the Land intended by Purchaser; and

(5) The economic feasibility of Purchaser’s intended improvements to the Land.

(f) **Purchaser’s Right to Terminate.** Notwithstanding any provision in this Agreement to the contrary, all of Purchaser’s obligations under this Agreement (other than those relating to the payment of the Independent Consideration) are condi-
tioned and contingent upon Purchaser providing to Seller, on or before the final
day of the Due Diligence Period, written notice that Purchaser has elected to pro-
ceed forward with the transaction evidenced by this Agreement (the "Closing No-
tice"). If for any reason (or no reason) Purchaser does not deliver the Closing No-
tice to Seller on or before the final day of the Due Diligence Period, then this
Agreement shall automatically and immediately terminate upon the expiration of
the Due Diligence Period. In the event of such termination, Purchaser shall (i) re-
turn all items provided to Purchaser by Seller and deliver to Seller copies of any
third party prepared inspections, reports, tests and analyses obtained by Purchaser
with respect to the physical condition of the Property as part of its Due Diligence
(Purchaser will not be required to deliver to Seller any internal studies or memo-
randa prepared by Purchaser’s own employees, any financial analyses, or any
documents that do not relate to the physical condition of the Land or the Im-
provements) and (ii) repair any damage caused by Purchaser’s Due Diligence and
restore the Property as required under Section 4.3(c) above, and in the case of a
termination within the initial Due Diligence Period or the Extended Due Dili-
gence Period, Seller shall receive Seller’s Earnest Money Accrual and Purchaser
to receive the return of the balance of the Earnest Money, after which the Parties
shall have no other or further obligation or liability to each other hereunder, ex-
cept for any obligations expressly surviving termination of this Agreement. If
Purchaser should provide the Closing Notice prior to the expiration of the Due
Diligence Period, this Agreement shall continue to be binding and in full force
and effect against Seller and Purchaser in accordance with the terms and provi-
sions hereof.

5. **Seller’s Representations and Covenants.**

5.1. **Representations of Seller.** Seller hereby covenants, represents and warrants to
Purchaser that:

1. Seller has and will convey good and indefeasible fee simple title to the
   Land, free and clear of any liens or other encumbrances except for those
   reflected in the Title Commitment or otherwise contemplated under this
   Agreement, and has full right, power and authority to enter into this
   Agreement and to consummate the sale contemplated hereby without the
   joinder of any other person, and the party signing on behalf of Seller has
   been duly authorized to sign on behalf of Seller.

2. There are no legal actions or suits pending or, to Seller’s knowledge,
   threatened against or with respect to Seller or the Property.

3. To the best of Seller’s knowledge, no portion of the Land is affected by
   any special assessments, whether or not constituting a lien thereon.
(4) Other than existing tenants under current tenant leases and/or tenants at sufferance under expired leases, there are no parties in possession of any portion of the Land as lessees, licensee or trespassers.

(5) Omitted.

(6) There is no pending or threatened condemnation or similar proceeding affecting the Land or any portion thereof, nor to Seller’s actual knowledge is any such action presently contemplated.

(7) Omitted.

(8) No person or entity other than Purchaser has any right to acquire from Seller any interest in any portion of the Property, and there are no outstanding contracts to purchase, options to purchase, rights of first refusal, rights of first offer, letters of intent or other similar agreements relating to the Property or any interest therein.

(9) Neither the execution of this Agreement, nor the consummation of the transactions contemplated under this Agreement, nor the performance of this Agreement, will: (i) result in a breach of, default under, acceleration of, or imposition of any lien or encumbrance against the Property under any agreement to which Seller is a party or by which Seller or the Property is bound; or (ii) violate any restriction, court order, judgment, law, regulation, charter, bylaw, instrument or agreement to which Seller or the Property (or any portion thereof) is subject.

(10) To the best of Seller’s actual knowledge, there are no unpaid leasing or sales commissions with respect to any portion of the Property (other than those expressly described in this Agreement) and there are no unpaid bills with respect to the Property other than current bills, the payment of which are not past due.

(11) To the best of Seller’s actual knowledge, there are no maintenance or service contracts or other agreements of any kind or nature affecting any portion of the Property which will survive the Closing or which will be binding upon the Purchaser or the Property after the Closing Date.

(12) Omitted.

(13) To the best of Seller’s knowledge, Seller has made no commitments to any governmental authority, utility company, school board, church or other religious body, or other organization, group or individual, which would impose any obligation upon the Purchaser or its successors or assigns to make any contribution or dedication of money or land or to construct, in-
stall or maintain any improvements of a public or private nature on or off any of the Property; and Seller has no knowledge or information that any governmental authority has imposed any requirement that any owner of the Property pay, directly or indirectly, any special fees or contributions or incur any expense or obligation in connection with any development or operation of the Property. The provisions of this subparagraph do not apply to local real estate taxes.

(14) Omitted.

(15) Seller is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

All of the representations and warranties of Seller under this Agreement are made based upon Seller’s actual knowledge and without duty of inquiry. These representations and warranties of Seller are effective as of the Effective Date of this Agreement and also effective as of the Closing Date. The obligation of Purchaser to close the purchase of the Property is contingent upon the continued truth and accuracy of Seller’s representations and warranties hereunder as of the Closing Date. If any of the representations or warranties set forth in this Agreement are untrue in any material respect, then Purchaser shall be entitled to terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser immediately. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties of Seller shall survive the Closing for a period of one (1) year after the Closing Date.

5.2. **Covenants of Seller.** From the Effective Date until the Closing or termination of this Agreement, Seller covenants and agrees that it shall:

(a) Omitted.

(b) Notify Purchaser of any material change in respect of the Property, its condition, or any information furnished to Purchaser by Seller in respect of the Property, including, without limitation, any change that would affect any representation, warranty or covenant of Seller set forth in this Agreement

(c) Without the prior written consent of Purchaser, not grant, enter into or modify any written or oral lien, encumbrance, or easement with respect to the Property which
would survive the Closing and affect Purchaser or title to the Property. Seller may continue to operate the Property in its current fashion; provided, however, that no New leases, license, or other right of occupancy by any third party shall encumber the Property beyond March 1, 2021.

(d) Advise Purchaser of any litigation, arbitration or administrative hearing before any governmental agency of which Seller becomes aware concerning or affecting the Property or its use which is instituted or threatened after the Effective Date.

(e) Not sell the Property; or grant or allow any lien to attach to the Property that will not be removed at or prior to the Closing Date; or, except as contemplated hereunder with regard to the intended development of the Land or the granting of utility easements as may be required in connection with obtaining the Permits, grant, create or voluntarily allow the creation of, or amend, modify or change, any easement, right-of-way, restriction, or covenant affecting the Property or any part thereof, without Purchaser’s prior written consent.

(f) Not, without Purchaser’s prior written consent, enact or permit any additional or further restrictions on or as to the Land.

(g) Maintain the Property in its presently existing condition, ordinary wear and tear excepted.

(h) Not, without the prior written consent of Purchaser, alter in any way the status of any of the utility service agreements, street and drainage rights or any other rights, benefits or appurtenances of any kind which benefit or affect the Property in any way.

(i) Omitted.

(j) Satisfy any and all claims for mechanic’s or materialmen’s liens or other claims or charges against the Property or the Project or any part thereof arising on or prior to the Closing Date.

(k) Omitted.

(l) Cure or correct all violations of any legal requirements with respect to the Property which were caused by Seller or its employees, agents or contractors after the Effective Date.

6. **Purchaser’s Representations and Covenants.**

6.1. **Representations and Covenants.** Purchaser hereby covenants, represents and warrants to Seller that:
(a) Purchaser is a nonprofit corporation duly organized and validly existing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement and all other agreements to be executed by the Parties contemplated hereunder. All consents, authorizations and approvals which may be required in order for Purchaser to enter into this Agreement or consummate the transactions contemplated hereby, including, without limitation, any necessary board of directors approvals, have been obtained.

(b) The person executing this Agreement on behalf of Purchaser has been duly authorized and empowered to bind Purchaser to this Agreement.

(c) This Agreement, when executed and delivered by Purchaser, shall constitute the valid and binding agreement of Purchaser and be enforceable against Purchaser in accordance with its terms.

(d) Neither the execution and delivery of this Agreement, nor the incurrence of the obligations herein set forth, nor the consummation of the transactions provided for herein, nor compliance with the terms of this Agreement (or any of the other agreements to be executed by the Parties contemplated hereunder), (a) conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness, or any indenture, mortgage, deed of trust, loan agreement, lease, or other material agreement or instrument to which Purchaser is a party, or (b) violate any restriction, court order, judgment, law, regulation, charter, bylaw, instrument or agreement to which Purchaser is subject.

(e) Purchaser is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the OFAC (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

All of the representations and warranties of Purchaser under this Agreement are made effective as of the Effective Date of this Agreement and also effective as of the Closing Date. The obligation of Seller to close the sale of the Property is contingent upon the continued truth and accuracy of Purchaser’s representations and warranties hereunder as of the Closing Date. If any of the representations or warranties set forth in this Agreement are untrue or are misleading in any material respect, then Seller shall be entitled to terminate this Agreement, in which event the Earnest Money shall be delivered to Seller immediately. Notwithstanding anything to the contrary in this Agreement, the foregoing rep-
resentations and warranties of Purchaser shall survive the Closing for a period of one (1) year after the Closing Date.

7. Conditions to Closing.

7.1. Purchaser’s Conditions to Closing. The obligation of Purchaser to purchase the Property from Seller, and to perform the obligations required to be performed by Purchaser at the Closing, are subject to and contingent on the satisfaction of each of the following conditions, unless waived in writing by Purchaser (“Purchaser’s Closing Contingencies”):

(a) Federal Environmental Review. Either (A) Purchaser has completed a federally required environmental review of the property and its request for release of federal funds has been approved and, subject to the other contingencies in this Agreement: (1) the purchase may proceed or (2) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (B) it has been determined that the purchase of the Property is exempt from federal environmental review and a request for release of funds is not required.

(b) Seller’s Performance. Seller has performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing.

(c) Other Contingencies. All other requirements and contingencies under this Agreement shall have been satisfied.

(d) Seller’s Representations. The representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. Seller, by having closed the sale of the Property, shall be deemed conclusively to have certified at Closing that all representations and warranties stated herein were true and correct on and as of the Closing Date.

(e) Omitted.

(f) Omitted.

(g) Closing Documents. Seller shall have tendered at Closing executed counterparts of each of the documents required to be provided by Seller under Section 8.2 below.

(h) Title. The Title Company shall be prepared to issue the Owner’s Policy insuring Purchaser’s fee simple title to the Land, showing no exceptions other than the Permitted Exceptions.
7.2. **Seller’s Conditions to Closing.** The obligation of Seller to sell the Property to Purchaser, and to perform the obligations required to be performed by Seller at the Closing, are subject to and contingent on the satisfaction of each of the following conditions, unless waived in writing by Seller (“Seller’s Closing Contingencies”):

(a) **Purchase Price.** Purchaser shall have tendered the Purchase Price, net of the Earnest Money (and if applicable, the Deferred Portion), into escrow with the Title Company.

(b) **Closing Documents.** Purchaser shall have tendered at Closing executed counterparts of each of the documents required to be provided by Purchaser under Section 8.3 below.

(c) **Purchaser’s Performance.** Purchaser has performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Purchaser prior to or as of the Closing.

(d) **Other Contingencies.** All other requirements and contingencies under this Agreement shall have been satisfied.

(e) **Purchaser’s Representations.** The representations and warranties of Purchaser set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. Purchaser, by having closed the purchase of the Property, shall be deemed conclusively to have certified at Closing that all representations and warranties stated herein were true and correct on and as of the Closing Date.

7.3. **Failure of Closing Contingencies.**

(a) **Failure of Purchaser’s Closing Contingencies.** If the Purchaser’s Closing Contingencies are not satisfied on or before the Closing Date, Purchaser shall provide Seller with written notice of the Purchaser’s Closing Contingencies which have not been satisfied, and thereafter, if Purchaser’s Closing Contingencies have not been satisfied within ten (10) days after the Closing Date, then Purchaser shall have the right and option (in addition to any other remedies available to Purchaser under this Agreement): (i) to waive the unsatisfied Purchaser’s Closing Contingencies by delivering a written waiver notice to Seller and proceed to Closing; or (ii) to terminate this Agreement by delivering a written notice of termination to Seller, in which event the Earnest Money (plus any interest accrued thereon) shall be promptly returned to Purchaser.
(b) **Failure of Seller’s Closing Contingencies.** If the Seller’s Closing Contingencies are not satisfied on or before the Closing Date, Seller shall provide Purchaser with written notice of the Seller’s Closing Contingencies which have not been satisfied, and thereafter, if Seller’s Closing Contingencies have not been satisfied within ten (10) days after the Closing Date, then Seller shall have the right and option (in addition to any other remedies available to Seller under this Agreement): (i) to waive the unsatisfied Seller’s Closing Contingencies by delivering a written waiver notice to Purchaser and proceed to Closing; or (ii) to terminate this Agreement by delivering a written notice of termination to Purchaser, in which event the Earnest Money (plus any interest accrued thereon) shall be disbursed to Seller (Purchaser being deemed to waive any and all rights to the Earnest Money).

8. **Closing.**

8.1. **Closing.** Provided that Purchaser has not terminated this Agreement under any right afforded Purchaser under the terms of this Agreement, and that all of the contingencies of this Agreement have been fulfilled (or waived in writing by the Party for whom the contingency is to benefit), the closing of the transactions hereby contemplated ("Closing") shall be held at the Title Company on the earlier of (i) fifteen (15) days after the expiration of the Due Diligence Period or (ii) such earlier date as is elected by Purchaser by giving not less than five (5) Business Days’ prior written notice to Seller. The date that the Closing occurs is referred to herein as the “Closing Date.” The Closing shall take place through escrow on the Closing Date in the offices of the Title Company, or such other office as is reasonably acceptable to the Parties. Neither of the Parties shall be required to attend the Closing in person.

8.2. **Seller’s Obligations at Closing.** To effect the Closing, Seller shall deliver to Purchaser the following:

(a) **Deed.** A Special Warranty Deed With Vendor’s Lien (the “Deed”) executed by Seller conveying the Property to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) **Assignments.** An Assignment of Leases assigning to Purchaser all of Seller’s interest in all tenant leases encumbering the Property and a General Assignment assigning to Purchaser all of Seller’s interest in any and all land use and development permits, approvals, consents, licenses and related items.

(c) **Title Policy.** As soon as practical after Closing, an Owner Policy of Title Insurance on the Texas standard form naming Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions; with no exception.
for “rights of parties in possession” and with no exception for “visible or apparent easements” or for “public or private roads” or the like, except if reference is made in the Survey to a specified unrecored exception shown on the Survey; and including, at Purchaser’s option and expense, the deletion of the exception for discrepancies in area and boundaries to the extent allowed by applicable regulation (the so-called “survey deletion”) and a T-19.1 Endorsement (the “Owner’s Policy”).

(d) **Evidence of Authority.** Evidence of authority reasonably acceptable to Purchaser and the Title Company, reflecting the authority of the persons signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

(e) **Foreign Person.** An affidavit of Seller certifying that Seller is not a “foreign person,” as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(f) **Tax Certificates.** Certificates showing that all ad valorem taxes, stand by fees, assessments, maintenance fees and similar charges assessed against the Property which are payable, have been paid in full.

(g) **Assignments.** Executed counterparts of the Assignment of Leases and General Assignment.

(h) **Other Documents.** All other documents and instruments required to be executed or tendered by Seller under the terms of this Agreement, or that either Seller’s or Purchaser’s attorney or the Title Company may reasonably require to consummate properly the transaction contemplated by this Agreement.

8.3. **Purchaser’s Obligations at Closing.** At Closing, Purchaser shall deliver to Seller the following:

(a) **Purchase Price.** The Purchase Price (net of the Earnest Money and subject to any other adjustments and prorations required under this Agreement) by cashier’s check or wire transfer of immediately available funds.

(b) **Other Documents.** All other documents and instruments required to be executed or tendered by Purchaser under the terms of this Agreement, or that either Seller’s or Purchaser’s attorney or the Title Company may reasonably require to properly consummate the transaction contemplated by this Agreement.

8.4. **Prorations.** At Closing, the following prorations shall be computed and apportioned between Purchaser and Seller as of the end of the day prior to Closing based on the ratio of the number of days in the period for which such charges are
paid to the number of days in such period (i) before but not including the date of Closing and (ii) from and after the date of Closing:

(a) **Property Taxes.** Real and personal property taxes for the Property shall be prorated as of the day preceding the Closing Date, and Seller shall pay Seller’s pro-rata portion thereof at Closing. In the event that the amount of real and personal property taxes for the current year is unknown at Closing, the taxes shall be prorated based on the mill rate for taxes assessed for the immediately preceding year, taking into account the current appraised value for the Property issued by the County Appraisal District, and Purchaser shall notify Seller of any necessary adjustment to such proration within thirty (30) days when correct tax figures are known, and thereafter any necessary adjustments shall be made.

(b) **Utility Charges and Operating Expenses.** Utility charges and operating expenses for the Property, if any, shall be prorated as of the end of the day preceding the Closing Date, and Seller shall pay Seller’s pro-rata portion thereof as of the Closing Date. Seller agrees to order final meter readings to be made as of the Closing Date for all utilities serving the Property.

(c) **Rents and Income.** Collected rents and income of the Property shall be prorated as of the end of the day preceding the Closing Date. All rental payments received post-Closing by Purchaser shall be allocated: (a) first to Seller for pre-Closing delinquent rentals; (b) next to Purchaser for costs of collection; and (c) next to Purchaser for post-Closing rentals. Purchaser's obligation to forward delinquent rentals to Seller shall cease ninety (90) days after Closing.

(d) **Tenant Deposits.** Purchaser shall receive a credit for the amount of the refundable Tenant Deposits set forth in the Assignment.

8.5. **Possession.** Possession of the Property shall be delivered to Purchaser at Closing, subject to the existing tenant leases and Permitted Exceptions.

8.6. **Closing Costs.** Except as otherwise expressly provided herein, Seller shall pay on the Closing Date recording costs for any lien releases or other title curative documents, the title insurance premium for the Owner’s Policy, and one-half (½) of any escrow fees and other customary charges of the Title Company. Purchaser shall pay on the Closing Date recording costs for the deed, the title insurance premiums for the loan policy of title insurance and any endorsements thereto and for any Purchaser requested endorsements to Owner’s Policy, and Purchaser’s recordable financing documents and one-half (½) of any escrow fees and other customary charges of the Title Company. Each of the Parties shall pay their own attorney fees.

9. **Risk of Loss.**
9.1. **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Land or the Improvements by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Land or the Improvements, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser, at its option, may terminate its obligations under this Agreement by written notice given to Seller within ten (10) Business Days after Purchaser has received notice of such fire or other casualty or at the Closing, whichever is earlier. If Purchaser does not so elect to terminate its obligations under this Agreement, then the Closing shall take place as provided herein, and, at the option of Purchaser, either (i) there shall be assigned to Purchaser at the Closing all interest of Seller in and to any insurance proceeds which may be payable to Seller on account of such occurrence and the Purchase Price shall be reduced by the amount of any applicable deductible or self-insurance, or (ii) Seller shall restore the Property to its former condition and the Closing Date shall be deferred not to exceed sixty (60) business days to allow Seller to complete the restoration.

9.2. **Condemnation.** If prior to the Closing action is initiated or threatened to take any of the Land by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement and recover the Earnest Money (less Seller’s Earnest Money Accrual), in which event the Parties shall have no other or further obligation or liability to each other (other than those obligations expressly surviving termination hereunder), or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. In the event of the latter option, Seller shall cause to be prepared a survey plat and accompanying metes and bounds description of the remaining portion of the Land, in the same form as prescribed for the Survey, and such new metes and bounds description shall be used in the Deed and other closing documents at the Closing, if the Closing occurs after the award of the condemned portion of the Property to the condemning authority.

10. **Default.**

10.1. **Breach by Seller.** If Seller breaches this Agreement and such breach continues for a period of ten (10) days after Seller’s receipt of written notice thereof from Purchaser, Purchaser may, as Purchaser’s sole and exclusive remedy, either (a) terminate this Agreement upon written notice to Seller and thereupon shall be entitled to the immediate return of the Earnest Money (plus any interest accrued thereon) plus Seller’s reimbursement of all reasonably documented, third-party costs and expenses incurred by Purchaser in connection with this Agreement and the performance of its Due Diligence, in an amount up to, but not exceeding, $50,000; or (b) enforce specific performance hereof.

10.2. **Breach by Purchaser.** If Purchaser breaches this Agreement and such breach continues for a period of ten (10) days after Purchaser’s receipt of written notice
thereof from Seller, Seller shall be entitled to the immediate receipt of the Earnest Money as liquidated damages (and not as a penalty) and as Seller's sole and exclusive remedy and relief under this Agreement. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. In no event shall Purchaser be liable to Seller for any actual, punitive, speculative, consequential or other damages, and Seller hereby waives, releases and discharges Purchaser from any damages in an amount greater than the Earnest Money.

11. **Miscellaneous.**

11.1. **Notices.** Any notice, request or other communication (a “notice”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand delivery or by overnight courier, sent by electronic document transmission (email) in PDF format, sent by facsimile, or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth on the signature page of this Agreement. Any such notice shall be considered given on the date of such hand or courier delivery, transmission of the email, confirmed facsimile transmission, deposit with such overnight courier for next business day delivery, or deposit in the United States mail. A notice or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days’ prior written notice thereof, either party may from time to time and at any time change its address for notices hereunder.

11.2. **Real Estate Commissions.** The Parties represent and warrant to each other that they have dealt with no broker, finder or similar agent in connection with the transaction provided for in this Agreement, other than CBRE, Inc., who has represented Purchaser in connection with this Agreement (“Purchaser’s Broker”). If, and only if, the transaction documented by this Agreement closes, Purchaser agrees that it shall pay Purchaser’s Broker a real estate commission equal to three percent (3%) of the Purchase Price. Seller agrees to indemnify Purchaser and hold Purchaser harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney’s fees) paid or incurred by Purchaser by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Seller, other than Purchaser’s Broker. Purchaser agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney’s fees) paid or incurred by Seller by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Purchaser, including Purchaser’s Broker. The foregoing indemnifications shall survive the Closing.
11.3. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties relative to the subject matter of this Agreement, and there are no oral or written agreements between the parties or any representations made by either Party relative to the subject matter of this Agreement which are not expressly set forth herein.

11.4. **Amendment.** This Agreement may be amended only by a written instrument executed by the Party or Parties to be bound thereby.

11.5. **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

11.6. **Time of Essence.** Time is of the essence in the performance of this Agreement. However, if the final date of any period or the date by which performance of a certain act is required that is set out in any provision of this Agreement falls on a day that is not a Business Day, the time of such period shall be extended to the next day which is a Business Day. For purposes of this Agreement, the term “Business Day” or “Business Days” shall mean and refer to all days other than Saturdays, Sundays and days upon which the Federal Reserve Bank of Dallas is closed.

11.7. **Applicable Law; Place of Performance.** The validity, enforceability, interpretation of this agreement shall be construed under and in accordance with the laws of the State of Texas. all of the obligations contained in this agreement are performable in Travis county, Texas. venue of any action brought under this agreement shall be in Travis county, Texas.

11.8. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser’s rights under this Agreement to any affiliated entity of Purchaser without the prior written consent of, but with prior notice to, Seller.

11.9. **Survival of Representations, Warranties and Obligations.** The terms, conditions, warranties, representations, obligations and rights set forth in this Agreement shall not be deemed terminated at the time of Closing, nor shall they merge into the various documents executed and delivered at the time of Closing.

11.10. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and
shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

11.11. **Attorney Fees.** In the event it becomes necessary for either Party hereto to file suit to enforce this Agreement or any provision contained herein, the Party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorney fees incurred in such suit.

11.12. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall be deemed to constitute one document. Executed counterparts may be delivered via facsimile or email.

12. **Disclaimer of Warranties; “AS IS” conveyance.**

12.1. Purchaser acknowledges and agrees that prior to the Closing Date, Purchaser will have had access to and sufficient time to inspect the Property and review information, documents, agreements, books and records relating to the Property which it deems necessary or desirable, and that Purchaser will have conducted (or given the opportunity to conduct) to its satisfaction a complete and thorough inspection, testing, analysis and evaluation of the Property, including but not limited to environmental issues, if any. Purchaser further acknowledges and agrees that Purchaser is and will be relying solely on Purchaser’s independent investigation and inspection of the Property in determining whether to purchase the Property, and not on any representation or lack of representation on the part of Seller.

12.2. Excepting Seller’s warranty of title and those representations in Section 5.1 above that survive the Closing Date, Seller is conveying the Property to Purchaser, and Purchaser is accepting the Property from Seller, “AS IS, WHERE IS”, and “WITH ALL FAULTS” and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from, by, or on behalf of Seller. This provision survives Closing, and shall be incorporated into the Special Warranty Deed from Seller to Purchaser.

End of Page. Signature Pages Follow.
Signature Page for Real Estate Contract

Executed to be effective as of the Effective Date.

SELLER:

Behzad Bahrami:

Address for Notices:
Alex Bahrami
Phone: 512-658-4333
Email: Apexaustin@yahoo.com

Copy to:
Doug Hearne, Jr., Esq.
Law Office of Douglass D. Hearne, Jr.
Barton Oaks Plaza
901 S. Mopac Expressway, Building V, Suite 200
Austin, Texas 78746
Phone: 512-494-8811
Email: dhearne@hearnelaw.com

Purchaser: Caritas of Austin, a Texas nonprofit corporation

By:
Printed Name: JO KATHRYN QUINN
Title: L.E. 20

Address for Notices:
c/o Gaines Bagby
CBRE, Inc.
500 W 2nd Street, Suite 1700
Austin, TX 78701
Phone: 512-791-3511
Email: gaines.bagby@cbre.com

Copy to:
Steven M. Bowers
Attorney at Law
3724 Jefferson St Ste 210
Austin TX 78731
Phone: 512-470-1075
Email: smbowers2008@gmail.com
Title Company Receipt Page

Austin Title Company, referred to in this Contract as the Title Company, acknowledges receipt of a fully executed copy (or executed counterparts) of the Contract, and accepts the obligations of the Title Company as stated in the Contract.

The Title Company’s date of receipt, as indicated below, is the Effective Date of this Contract.

Title Company:

Austin Title Company

By: [Signature] for Troy Conover

Printed Name: Meredith Lathrop

Title: Escrow Assistant

Date: 1/7/20
Escrow Receipt

Austin Title Company acknowledges receipt of earnest money in the amount of $50,000 in the form of a wire on this day January 8, 2020.

By:  

Troy D. Conover, SVP/Manager

Austin Title Company
Commercial Division
1717 W. 6th St., Ste. 102
Austin, Texas 78703
(512) 329-0777
Team.Conover@austintitle.com
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Re-platting or Vacating Requirement – N/A
Title Commitment
WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**
http://www.fbi.gov

**Internet Crime Complaint Center:**
http://www.ic3.gov
THE following commitment for title insurance is not valid unless your name and the policy amount are shown in Schedule A, and our authorized representative has countersigned below.

We (Chicago Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

Austin Title Company

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Authorized Signatory

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
SCHEDULE A

Effective Date: February 10, 2020 at 8:00 AM
Commitment No.: AUT20000202
GF No.: AUT-60-661-AUT20000202D.
Issued: February 24, 2020 at 8:00 AM

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $5,600,000.00
      Proposed Insured: Espero Austin at Rutland, LP, a Texas limited partnership
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      Proposed Insured:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      Proposed Insured:

2. The interest in the land covered by this Commitment is:
   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   Behzad Bahrami

4. Legal description of land:
   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A
Lot(s) 15, 16, 17, Block A, Brook Meadow, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 66, Page 44, of the Plat Records of Travis County, Texas.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Volume 66, Page 44, Plat Records of Travis County, Texas and Volume 4575, Page 908, Volume 4855, Page 1918, Volume 5332, Page 1914, and Volume 5749, Page 1665, Deed Records of Travis County, Texas

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulls or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2020 and subsequent years.”)

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagees Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
   a. Those liens created at closing, if any, pursuant to lender instructions.
   b. Rights of parties in possession.
   c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
   d. This item has been intentionally deleted in its entirety.
   e. If any portion of the proposed loan and/or the Owner’s Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

       Owner’s and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Travis County, Texas, prior to the date hereof.

       Owner’s Policy(ies) Only: Liability hereunder at the date hereof is limited to $. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

       Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

   f. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
   g. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

       Entitled: Assignment and Assumption of Lease Agreement
       Lessee: Pizza Hut
CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO.: AUT20000202

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Recording Date: April 3, 1998
Recording No: Volume 13154, Page 395, and as further disclosed in Document No. 2004184687, Official Public Records of Travis County, Texas

h. A building set-back line, as disclosed by said map/plat.
   Affects: front 25', Southeasterly 15'

i. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
   Purpose: 7.5' public utility easement
   Affects: rear lot lines
   Recording No: Volume 66, Page 44, Plat Records of Travis County, Texas

j. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
   Purpose: 7.5' public utility easement
   Affects: westerly lot lines
   Recording No: Volume 66, Page 44, Plat Records of Travis County, Texas

   Lot 17 /A only

k. A building set-back line, as disclosed by Restrictions.
   Recording No.: Volume 4575, Page 908, and Volume 5332, Page 1914, Deed Records of Travis County, Texas

l. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
   Granted to: City of Austin
   Purpose: As provided in said instrument
   Recording Date: August 2, 1983
   Recording No: Volume 8188, Page 793, and corrected in Volume 8402, Page 270, Real Property Records, Travis County, Texas
   Affects: Lot 17
SCHEDULE C

Commitment No.: AUT20000202
GF No.: AUT-60-661-AUT20000202D.

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:

   Dated: August 28, 2008
   Grantor: Buffalo 1934 Ltd
   Grantee: Behzad Bahrami
   Note Amount: $1,207,500.00
   Payable to: First State Bank Central Texas
   Recording Date: September 5, 2008
   Recording No.: Document No. 2008150529, Official Public Records of Travis County, Texas

   Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:

   To: T. Gerry Gamble, Trustee
   Loan No.: 
   Recording Date: September 5, 2008
   Recording No.: Document No. 2008150530, Official Public Records of Travis County, Texas

   Assignment of Rents and Leases

   Assigned to: First State Bank Central Texas
   Assigned by: Behzad Bahrami
   Recording Date: September 20, 2013
SCHEDULE C
(continued)

Recording No: Document No. 2013174355, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: September 24, 2013
Recording No: Document No. 2013176006, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: September 14, 2018
Recording No: Document No. 2018146321, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: January 14, 2019
Recording No: Document No. 2019005299, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: May 23, 2019
Recording No: Document No. 2019074625, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: August 2, 2019
Recording No: Document No. 2019116828, Official Public Records of Travis County, Texas

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Behzad Bahrami
Recording Date: September 6, 2019
Recording No: Document No. 2019137309, Official Public Records of Travis County, Texas

6. Prior to closing the company requires evidence as to what type of entity Caritas of Austin is, upon receipt and review of additional information additional requirements may be made.

7. Note: The following endorsements are available for issuance (subject to the Company's review of a survey) in connection with any mortgagee policy (T-2) to be issued with this transaction. The endorsements should be requested by the lender (possibly within the closing instructions) in writing:

   (X) T-19 Restrictions, Encroachments and Minerals Endorsement
   (X) T-17 Planned Unit Development Endorsement

8. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

   Name(s) of Purchaser(s)/Borrower(s): Espero Austin at Rutland, LP
9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: Espero Austin at Rutland, LP, a limited partnership

a) A complete copy of the limited partnership agreement and all amendments thereto.

b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company requires the execution of all closing documents be witnessed and notarized by an employee of or otherwise by a party approved by the Company. If the above requirements cannot be met, please contact the Company.

11. The Company must be furnished with a properly executed Waiver of Inspection from the purchaser(s).

12. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.

13. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).

14. This file must be updated prior to closing.

15. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

• Confirmation prior to closing that the County Clerk of Travis County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.

• Electronic recordation of the instruments to be insured in the Official Public Records of Travis County, Texas.

• Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.

• Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

16. The last deed was filed September 5, 2008, as recorded in Document No. 2008150529, Official Public Records of Travis County, Texas.

17. NOTE FOR INFORMATIONAL PURPOSES: Survey has been reviewed and approved for the purposes of amending Schedule B Item 2 on Policy.
Commitment No.: AUT20000202

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   
   **Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   
   **Directors:** Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Michael J. Nolan, Edson N. Burton, Jr.
   
   **Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   
   **Austin Title Company**
   
   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
   
   **Owners:** American Title Group, Inc. owns 100% of Austin Title Company
   
   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
   
   **Owners:** FNTS Holdings, LLC owns 100% of American Title Group, Inc., which owns 100% of Austin Title Company
   
   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
   
   **Directors:** Raymond Randall Quirk, Anthony John Park
   
   **Officers:** Joshua S. Williams (President and County Manager), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Janice Hataway (Executive Vice President)
   
   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.
   
   (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium* is:

   **Owner's Policy** $ 25,037.00
   
   **Total** $ 25,037.00

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

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<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
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   *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

______________________________  ____________________________
Signature                                 Date
Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

**Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g, Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.
Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.
For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.
Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
Increase in Eligible Basis
Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT – ENTIRE TRACT OUTLINE

The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three censuses of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2015-2016, and 2017-2018. The designation methodology is explained in the federal Register notice published September 25, 2019.

Map Options
1) Current Zoom Level
   - Show Difficult Development Areas (Zoom T+)
   - Color QCT Qualified Tracts (Zoom T+)
   - Show QCT Outline (Zoom 11+)
   - Show LHTC Projects (Zoom 11+)
   - Click here for full screen map

Select Year
- 2020
- 2019

Map
- Development Site
- Boundaries of entire census tract 48453001821 containing Development Site
Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758

CENSUS TRACT MAP

Development Site
Espero Austin at Rutland
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

---

Tab 13 – Multi-Site Info –
N/A
This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

## Multiple Site Information Form

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

### 1

Street Address

Contact Name for Seller

Only list if owner has owned <36 mos.

Contact Name for Previous Seller

Name of Seller Entity

Only list if owner has owned <36 mos.

Name of Previous Seller Entity

Seller Address

City

State

Zip

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?

If yes above, describe relationship:

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2

Contact Name for Seller

Only list if owner has owned <36 mos.

Contact Name for Previous Seller

Name of Seller Entity

Only list if owner has owned <36 mos.

Name of Previous Seller Entity

Seller Address

City

State

Zip

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?

If yes above, describe relationship:

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

If a revised form is submitted, date of submission: 2/27/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 14 – Elected Officials
**Elected Officials**

- **US Representative**
- **District**

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**

- **State Senator**
- **District**

- **Support Letter**

- **City Mayor**

- **School Superintendent**
- **District Name**
- **Email**
- **Address**
- **City**
- **Zip**

- **Presiding officer of Board of Trustees**
- **Email**
- **Address**
- **City**
- **Zip**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
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- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **District/Precinct**
- **Email or Phone**

- **No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

(If box above is checked, the rest of the form may be left **BLANK**.)

2/27/2020
Tab 15 – Neighborhood Organizations
### Neighborhood Organizations

- **X** Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

- Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below. Insert an explanation behind this tab.

**No Pre-Application was submitted.**

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th>1.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
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<td></td>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>5.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

2/27/2020
Tab 16 – Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. □ Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

□ Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

□ Notifications made at Application:

☐ No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

☐ One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.

☐ As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

□ I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

□ I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

□ I (we) certify that the notifications, if any other communications do not contain any statement that violates Department rules, statutes, codes or federal requirements.

□ I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

□ While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

□ Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page

2/19/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________________________________________  2-20-2020

Signature of Applicant/Development Owner

[Signature]

Date

Jo Kathryn Quinn

Printed Name

Texas  11-10-21

Notary Public, State of

My Commission expires

Travis

County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of  February , 2020

[Notary Public Signature]

JACOBA CIVEDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/10/2021
ID# 131548139

2/19/2020
Tab 17 – Development Narrative
Development Narrative

1. The proposed Development is: (Check all that apply)

    New Construction
    (adaptive reuse select New Construction here and adaptive reuse in next box)

    and/or: 

    NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

    Previous TDHCA # If applicable

    If Acquisition/Rehab or Rehab, original construction year: n/a

    If Reconstruction, Units Demolished n/a

    Units Reconstructed n/a

2. The Target Population will be:

    Supportive Housing

    If Elderly is selected (10 TAC §11.1(d)(47)):

    Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

    Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

    Selection is based on funding from (select from list):

    Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

X The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.

X Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):

X Homeless or Persons at-risk of homelessness
X Persons with physical, intellectual, and/or developmental disabilities
X Youth aging out of foster care
X Persons eligible to receive primarily non-medical home or community-based services
X Persons transitioning out of institutionalized care
X Persons unable to secure permanent housing elsewhere due to high barriers
X Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities
X Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

X Services will be provided by the Applicant or an Affiliate of the Applicant.

X Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
Supportive services will meet the minimum requirements provided in clauses (i) – (iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.

As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.

Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:

- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria;
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

If a revised form is submitted, date of submission: 2/28/2020
Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

Has this site/activity previously applied for TDHCA funds? 

Has this site/activity previously received TDHCA funds?

If "Yes" Enter Project Number: 

Previously Awarded State and Federal Funding

2/28/2020
Has this site/activity previously received non-TDHCA federal funding?  No

If yes, source: 

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [x] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- [ ] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:  

2/28/2020
Caritas of Austin believes that when every person has a stable place to call home, they can reach their full potential and contribute to our community. Each person we serve shares the devastating experience of homelessness. Some have lived on the streets for years, while the crisis has been more short-lived for others. Rebuilding one’s life is complex and looks different for every individual. We employ customized, evidence-based solutions to end a family’s homelessness and build stability for future generations.

Caritas of Austin employs a “Housing First,” “Housing Everywhere” and “Housing ASAP” approach to ending homelessness. It is nearly impossible to address well-being without a home, so connection to a permanent home is always the first priority. Caritas staff members engage with clients on the street so they can move as quickly as possible straight to permanent housing. We also strongly believe that people should have the opportunity to live wherever in Austin fits best for their life, so we partner with dozens of property managers and owners throughout the community to make this possible. By fully reintegrating people into the Austin community after the shattering experience of homelessness, we not only increase their probability of success but also enrich the entire community.

RELATIONSHIP-BASED CASE MANAGEMENT

Our professional case managers treat the people we serve with the utmost respect and dignity. Case managers work as partners with clients to develop and achieve a personalized plan that’s unique to each person’s situation and goals. The plan can include goals of employment, building self-confidence, budgeting, health care and more. When needed, case managers help clients obtain treatment for mental health or substance use issues.

HOUSING

Permanent Supportive Housing (PSH) - Caritas of Austin’s Permanent Supportive Housing program provides housing, onsite supportive services, and mental health counseling for disabled individuals experiencing long-term homelessness. By using best practices and continually adding new layers of peer and mental health support, we are proud that last year 98% of individuals remained stable in housing and did not return to the streets.

Rapid Rehousing (RRH) - data indicates 67% of Caritas RRH participants maintain safe and stable housing. RRH is an intervention for people who have been homeless less than one year, and will not require ongoing support to maintain stable housing. Program support is available up to 2 years and the average length of participation is 9 months.
EMPLOYMENT

Caritas of Austin partners with around 300 local employers to place hundreds of people in jobs each year. Industries include healthcare, hospitality, manufacturing, HVAC, Commercial Driver’s License, IT, government, and more.

EMPLOYMENT SERVICES

- Individualized employment goals and plan
- Resume development
- Interview preparation
- Provide work uniforms and tools
- Provide bicycles and bus passes for work transportation
- Vocational training and professional certification
- Support pursuing higher education

EDUCATION

For people to reach their full potential, they need more than just physical resources. They need the knowledge, skills and opportunities to reach their goals. Caritas of Austin’s Education program is aimed at giving people the tools they need to succeed. Whether it’s learning to manage personal finances, developing vocational skills, or setting life goals, our Education program adds an additional layer of support to our comprehensive services.

Education Classes

**Life Skills**: A series of classes that help clients develop life skills such as: Goal Setting, Establishing Boundaries, Strategies to Raise Self Esteem, and many more.

**Financial Literacy**: An assortment of classes to help clients manage their finances including Financial Planning, Savings, Building Credit, and others.

**Health and Well-Being**: A compilation of classes including topics such as; Eating Healthy, Choosing a Hobby that Works for You, and others.

**Employment Workforce Training**: A series of classes that builds job skills in the Hospitality Industry and the Food Industry.

**Speaker Series**: Classes provided by community partner agencies as a resource to our clients by YWCA, Asian Family Support Services of Austin (AFSSA), and Austin Police Department (APD).

Caritas of Austin classes are available to all clients at no cost.
Food Programs

Community Kitchen

Caritas of Austin provides a free, nutritious lunch to individuals Monday through Friday from 11:00 a.m. – 12:30 p.m. Lunch in Caritas’ Community Kitchen may be the only meal someone eats on a given day. The Community Kitchen is managed by our chef and primarily volunteer-operated.

Pantry

The Caritas Pantry provides take-home groceries to our clients. When you are struggling to make ends meet and must choose between putting food on the table and paying the electric bill, weekly groceries bring great relief.
Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development's operations throughout the entire Affordability Period

Espero Austin at Rutland is being developed as a thoughtful, evidence-based solution to ending homelessness in Austin by providing high-quality, affordable apartments paired with wrap-around supportive services. The duo behind the development and operation of Espero Austin at Rutland – Caritas of Austin and The Vecino Group – have a deep understanding of the homeless experience and the requirements for the successful operation of supportive housing.

Operational Subsidy

Caritas of Austin, as 100% member and manager of the GP, has provided the attached Operational Subsidy Agreement for 25% of the units at Espero Austin at Rutland. The source of the Operational Subsidy Agreement will be funds secured by Caritas of Austin from private fundraising. There is a clause that states if project-based vouchers are awarded to the project that they can supplement the operational subsidy. Due to the fact that the goal of the property is ending homelessness, a majority of clients will utilize voucher funding. Caritas of Austin has already engaged in community conversations with the major voucher holders in the community: the Housing Authority of the City of Austin, the Housing Authority of Travis County and the Ending Chronic Homelessness Organizing Committee to secure vouchers for the project. Caritas of Austin, in partnership with The Vecino Group, are also applying for voucher funding through HUD’s Section 811 Supportive Housing for Persons with Disabilities program and the Continuum of Care Program Competition. There are also existing tenant-based voucher programs – such as VASH and Section 8 – where residents will be referred with a voucher in-hand.

When Espero Austin at Rutland is ready to open its doors, the strategy is for a majority of units to have some form of operational subsidy from vouchers with 25% of the units committed and funded under this Operating Subsidy Agreement. This strategy ensures that the Supportive Housing Development will maintain healthy operations throughout the entire Affordability Period while achieving its ultimate goal of ending homelessness.

Please find attached a resolution from the Board of Caritas of Austin confirming their irrevocable commitment to the provision of these funds and activities.
Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses

Fundraising Capacity

Caritas of Austin has been in the community for 56 years, and has long standing and healthy relationships with the donor community. While raising $3 million in private dollars annually, Caritas of Austin embarked on a $6 million campaign to expand its services and increase its capacity, known as “Vision 2025,” in 2018. This, includes Espero Austin at Rutland, as well as the services to support the 87+ residents that will reside there. Currently, the Vision campaign has raised $1 million from its closest donors. There are already two notable donors that have already committed a portion of their Campaign gift to directly support the Operational Subsidy for Espero Austin at Rutland and Espero Austin at Rutland – locking in $500,000 before the projects have started construction. The Campaign in its entirety is not limited to these commitments, but will continue to pursue an additional $4.5 million over the next 3 years.

In addition to a successful record of private fundraising, Caritas of Austin also raises an impressive amount of funding from private foundations and governmental agencies. In 2018, Caritas of Austin had $7,474,968 in revenue from governmental grants alone. Below is the funding raised in 2019 including grants over $20,000:

Shield-Ayres $15,000
Sooch Foundation $25,000
Topfer Family Foundation $35,000
Glimmer of Hope $20,000
Isla-Carroll Turner Friendship Trust $20,000
Religious Coalition to Assist the Homeless $40,000
Texas Veterans Commission $50,000
Veterans Administration $552,312
FEMA Emergency Food and Shelter $19,349.00
Travis County $84,000 each year (contract for Community Kitchen)
HUD for Permanent Supportive Housing $1,558,515
City of Austin for Best Single Source + $3,702,268
City of Austin for Behavioral Health Services $238,268
Operational Subsidy

Caritas of Austin, as 100% member and manager of the GP, has provided the attached Operational Subsidy Agreement for 25% of the units at Espero Austin at Rutland. The source of the Operational Subsidy Agreement will be funds secured by Caritas of Austin from private fundraising. There is a clause that states if project-based vouchers are awarded to the project that they can supplement the operational subsidy. Due to the fact that the goal of the property is ending homelessness, a majority of clients will utilize voucher funding. Caritas of Austin has already engaged in community conversations with the major voucher holders in the community: the Housing Authority of the City of Austin, the Housing Authority of Travis County and the Ending Chronic Homelessness Organizing Committee to secure vouchers for the project. Caritas of Austin, in partnership with The Vecino Group, are also applying for voucher funding through HUD’s Section 811 Supportive Housing for Persons with Disabilities program and the Continuum of Care Program Competition. There are also existing tenant-based voucher programs – such as VASH and Section 8 – where residents will be referred with a voucher in-hand.

When Espero Austin at Rutland is ready to open its doors, the strategy is for a majority of units to have some form of operational subsidy from vouchers with 25% of the units committed and funded under this Operating Subsidy Agreement. This strategy ensures that the Supportive Housing Development will maintain healthy operations throughout the entire Affordability Period while achieving its ultimate goal of ending homelessness.
ESPERO AUSTIN AT RUTLAND OPERATING SUBSIDY AGREEMENT

THIS ESPERO AUSTIN AT RUTLAND OPERATING SUBSIDY AGREEMENT ("Agreement") is executed as of the 27th day of February, 2020 by and between Caritas of Austin a Texas nonprofit corporation ("Caritas") and Espero Austin at Rutland, LP, a Texas limited partnership (the "Partnership"). Caritas and Project Owner are each a "Party" and collectively the "Parties."

I. RECITALS

1.1. Caritas is the Sole Member and Manager of the General Partner of the Partnership as set forth in that certain Amended and Restated Agreement of Limited Partnership of Espero Austin at Rutland, LP, a Texas limited partnership dated ____________ (the "Partnership Agreement"). The Partnership was formed for the purpose of developing and operating an one hundred thirty-five (135) unit affordable housing project located at 1934 Rutland Drive, Austin, Texas, 78758, commonly referred to as "Espero Austin at Rutland" (the "Project").

1.2. The Partnership is submitting an application for Low-Income Housing Tax Credits (the "Tax Credits") to the Texas Department of Housing and Community Affairs ("TDHCA"). The application also provides that the Project is willing to participate in programs offering rental assistance through subsidies and the Project will designate up to twenty-five percent (25%) of the Project Units as eligible for subsidies (the "Subsidy Eligible Units"), as more specifically defined in the Rent Schedule attached hereto as Exhibit A and incorporated herein by reference.

1.3 Project subsidies may include Project-based or tenant-based housing voucher programs (collectively "Vouchers") or rental subsidy made available directly through the nonprofit activities of Caritas for the Subsidy Eligible Units (the "Operating Subsidy").

1.3. The Parties acknowledge the desire to enter into this Agreement to designate the manner in which the Operational Subsidy will be accounted for, managed, and distributed.

1.4. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. SUBSIDY AGREEMENT

2.1. Operating Subsidy. The purpose of the subsidy is to provide rental assistance to prospective affordable housing tenants seeking to reside within a Subsidy Eligible Unit at the Project. From time to time the Partnership and Caritas will agree upon a base amount of monthly Operational Subsidy necessary for the Subsidy Eligible Units of the Project, as budgeted by the Partnership. Caritas agrees to provide an
Operating Subsidy to Subsidy Eligible Units for the Term of this Agreement, subject to the requirements and restrictions herein and the specific limitations as follows:

(a) The designated number of Subsidy Eligible Units shall not exceed twenty-five percent (25%) of the total Project units totaling thirty-four (34) units; and

(b) The Operating Subsidy shall only be eligible to Subsidy Eligible Units not otherwise receiving any assistance through Vouchers; and

(c) The Operating Subsidy for any Subsidy Eligible Unit shall not exceed fifty percent (50%) of the Median Family Income for the Project area (the “MFI”) as recognized by the United States Department of Housing and Urban Development (“HUD”) or such other limitations as may be set forth in Project agreements with TDHCA. The Parties acknowledge that the MFI is subject to change and may impact the rental rates permitted and thereby alter the total amount of Operating Subsidy that may be required, but at no time shall the Operating Subsidy be greater than the maximum rent permitted by HUD and/or the TDHCA under Project agreements; and

(d) The “Rent Schedule” attached hereto as Exhibit A that establishes the type, number, size, and initial estimated rent (subject to changes as denoted in Section 2.1(c) above) of Subsidy Eligible Units.

2.2. **Conditions.** Operational Subsidy payments are expressly conditioned upon:

(a) The Partnership receiving an allocation of Tax Credits from TDHCA in an amount sufficient to support the development of the Project as set forth in the TDHCA application;

(b) The closing of Tax Credit financing with a tax credit investor/syndicator on or before the 31st day of August 2021; and

(c) The completion of the construction of the Project.

2.3. **Payment.** Operational Subsidy payments will be payable on the first day of the month following the “Placed-in-Service” date, and on the first date of each calendar month thereafter. Should the Project fail to receive Housing Tax Credit financing, or should the Project fail to be “Placed-in-Service,” then no Operational Subsidy payments will be owed.

2.4 **Noncontribution.** The Parties agree that any Operating Subsidy paid by Caritas shall not constitute any form of capital contribution to the Partnership nor be considered a loan or any other form of liability owed by the Partnership to Caritas.
2.5. **Term.** This Agreement for shall be for a period of fifteen (15) years commencing on the “Placed-In-Service” date. The Agreement shall be renewable in five (5) year extension periods only by written agreement of the Parties.

2.6. **Use of Operating Subsidy.** The Parties agree that under no circumstances shall the Operating Subsidy be utilized for any purpose other than providing a subsidy for Subsidy Eligible Units.

2.7. **Adjustments.** From time to time throughout the Term of this Agreement, the monthly base Operation Subsidy payment may be adjusted pursuant to a written agreement between Caritas and the Partnership. Any excess Operating Subsidy received by and held by Partnership for any period during the Term shall be carried over by the Partnership and credited towards future Operating Subsidy payments while this Agreement is in effect. Any excess Operating Subsidy received by and held by the Partnership after the termination of this Agreement shall be returned to Caritas.

2.8. **Default.** The material breach of any provision of this agreement by any Party subject to the cure provided for in Section 2.9 shall be considered a default.

2.9. **Remedies.** If any Party defaults under this Agreement and fails to cure such default within thirty (30) days after receiving written notice of the default from the aggrieved Party or Parties, the aggrieved Party or Parties may exercise one or more of the following remedies:

(a) cure the default and charge the cost thereof, including reasonable attorneys’ fees, to the defaulting party, and all such costs shall be payable upon demand; and

(b) obtain specific performance, injunctive relief, damages, or any other remedy available at law or in equity; and

(c) terminate this Agreement.

Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other forms of relief. The costs of any such action, including reasonable attorneys’ fees of the prevailing party, shall be paid by the party not prevailing. Any delay in realizing, or failure to realize, on any remedy herein for a default hereunder shall not be deemed a waiver of that default or any subsequent default of a similar or different kind, and no waiver or any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

III. GENERAL PROVISIONS

3.1. **Notice.** Any notice which may be given, or is required to be given, by either Party to the other shall be given in writing by (1) either certified or registered mail,
postage prepaid, return receipt requested; (2) hand; or (3) nationally recognized overnight courier, and shall be deemed to have been given three days after so mailed or upon receipt, whichever is earlier.

If to Caritas: Caritas of Austin 
611 Neches Street 
Austin, Texas 78701 
Attn: Jo Kathryn Quinn 
E-mail: jkquinn@caritasofaustin.org

If to Partnership: Espero Austin at Rutland, LP 
c/o Vecino Bond Group, LLC 
305 W. Commercial St. 
Springfield, MO 65803 
Attn: Richard Manzardo 
rick@vecinogroup.com

With a copy to: Spencer Fane LLP 
2144 E. Republic Rd., Suite B300 
Springfield, MO 65804 
Attn: S. Shawn Whitney 
swhitney@spencerfane.com

Either Party may from time to time change the address for such notice, or designate the name and address of an agent for receipt thereof, by notice given in accordance herewith. Notwithstanding the provisions of the foregoing, any notice under this Agreement shall be deemed to have been given when the party to whom the notice is directed is in actual receipt of the notice, regardless of the form of transmittal of the notice.

3.2. **Entire Agreement.** This Agreement states the entire agreement as of this date between the Parties with respect to the subject matter hereof and supersedes all preexisting oral or written agreements or commitments with respect thereto. This Agreement may be modified only by an agreement in writing executed by all of the Parties hereto.

3.3. **Survival of Representations.** All representations, warranties, covenants, and agreements made by the Parties hereto shall survive the execution and delivery hereof.

3.4. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severed or enforced to the extent possible and such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement.
3.5. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

3.6. **Expenses of Enforcement.** In the event either Party shall institute suit or any other proceeding to enforce any rights under this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in such suit, including court costs, expert witness fees and reasonable attorneys' fees.

3.7. **Third Party Beneficiaries.** The Parties do not intend that there be any third party beneficiary to this Agreement and this Agreement is exclusively for the benefit of the Parties. The Parties shall have the right to enforce this Agreement directly to the extent they may deem such enforcement necessary or advisable to protect its rights hereunder.

3.8 **Cooperation.** Caritas intends to use funding from various sources in order to fund the Operational Subsidy payments described herein. Caritas and the partnership agree to cooperate in developing and implementing standards to ensure that the Project facility and the services provided at the Project are compliant with the Project requirements set forth in the Partnership Agreement and all Project related agreements. Caritas is expressly prohibited from sharing any Project documents or other confidential materials of the Partnership of any kind with any Operating Subsidy funding source or any other party without the prior written authorization of the Partnership, except for such persons or entities expressly affiliated with Caritas required to have such information to satisfy any requirements or responsibilities of Caritas under the Agreement.

3.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto

[Signature page follows]
WHEREFORE, the parties execute this Agreement as of the day and year first above written.

"Partnership"

ESPERO AUSTIN AT RUTLAND, LP, a Texas limited partnership

By: VBC-Caritas Rutland Austin, LLC, its General Partner

By: Caritas of Austin, a Texas nonprofit corporation, its Sole Member and Manager

By:  
Printed Name: JUDITH KATHRYN QUINN
Title: PRESIDENT/CEO

"Caritas"

CARITAS OF AUSTIN, a Texas nonprofit corporation

By:  
Printed Name: JUDITH KATHRYN QUINN
Title: PRESIDENT/CEO
EXHIBIT A
Rent Schedule
**Rent Schedule**

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

### Rent Designations (select from Drop down menu)

<table>
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<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
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<td>828</td>
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<td>828</td>
<td>28,152</td>
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</tbody>
</table>

**TOTAL**

|             |                   |                   |                 |                   | 135        |              |          | 63,990                           |                        |                 |                     |                     | 102,843            |

Non Rental Income $14.02 per unit/month for:

- App fees, laundry, vending

**TOTAL NONRENTAL INCOME** $14.02 per unit/month

POTENTIAL GROSS MONTHLY INCOME $14.02

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (7,855)

- Rental Concessions (enter as a negative number) Enter as a negative value

EFFECTIVE GROSS MONTHLY INCOME $96,881

$12 = EFFECTIVE GROSS ANNUAL INCOME $1,162,570

If a revised form is submitted, date of submission: **2/27/2020**
## Rent Schedule (Continued)

### Housing

| TC20% | % of Li | % of Total | 0 |
| TC30% | 20% | 20% | 27 |
| TC40% | 0 |
| TC50% | 80% | 80% | 108 |
| TC60% | 0 |
| TC70% | 0 |
| TC80% | 0 |

**Total HTC Units:** 135

### Tax Credits

| HTC Li Total | 135 |

### Direct Loan (NHTF)

| HTF30% | 100% | 100% | 25 |
| NHTF Li Total | 25 |
| MR Total | 0 |
| HTF Total | 25 |

**Total HTC Units:** 135

### Mortgage Revenue

| MRB20% | 0 |
| MRB30% | 0 |
| MRB40% | 0 |
| MRB50% | 0 |
| MRB60% | 0 |
| MRB70% | 0 |
| MRB80% | 0 |

**Total MRB Units:** 0

### Bond

| MRB Li Total | 0 |
| MRBMR Total | 0 |
| MRB Total | 0 |

**Direct Loan (HOME, TCAP RF, and/or NSP1 PI):**

| 30% | 0 |
| 40% | 0 |
| LH/50% | 0 |
| HH/60% | 0 |
| HH/80% | 0 |

**Direct Loan Li Total:** 0

**EO:**

**MR:**

**MR Total:** 0

**Direct Loan Total:** 0

### Other

| Total OT Units | 34 |

### Bedooms

| 0 | 135 |

### Cost Per Sq. Ft

- **Acquisition + Hard:** $151.63
- **Hard:** $151.63
- **Building:** $169.56

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Board Resolution

The Board of Directors of Caritas of Austin held a regularly-scheduled meeting on February 27, 2020.

RESOLVED, THAT CARITAS OF AUSTIN, AS 100% MEMBER AND SOLE MANAGER OF THE GENERAL PARTNER AND CO-DEVELOPER OF ESPERO AUSTIN AT RUTLAND TO BE LOCATED AT 1934 RUTLAND DRIVE, AUSTIN, TX, 78758 INCLUDING: (I) EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT TRANSACTION; (II) TO ENTER INTO THE DEVELOPER AGREEMENT AND AGREEMENT OF LIMITED PARTNERSHIP FOR ESPERO AUSTIN AT RUTLAND; (III) SUBMISSION OF APPLICATION FOR FUNDING TO THE CITY OF AUSTIN RENTAL HOUSING DEVELOPMENT ASSISTANCE PROGRAM FOR ACQUISITION, PRE-DEVELOPMENT, AND/OR CONSTRUCTION COSTS; AND (IV) SUBMISSION OF AN APPLICATION (ESPERO AUSTIN AT RUTLAND - TDHCA #20040) FOR 9% HOUSING TAX CREDITS IN THE CURRENT 2020 CYCLE TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND OTHER MATTERS IN CONNECTION HEREWITH

WHEREAS, Caritas of Austin, has proposed a development for affordable and supportive, multifamily rental housing located at 1934 Rutland Drive in Austin, Texas (TDHCA #20040); and

WHEREAS, Caritas of Austin, will serve as the sole member and manager of the General Partner of the Partnership and Applicant – Espero Austin at Rutland, LP – in connection with the financing; and

WHEREAS, Caritas of Austin and The Vecino Group – as Affiliates of the Applicant and Co-Developers – will submit an application to the TDHCA for 2020 Competitive 9 percent Housing Tax Credits for ESPERO AUSTIN AT RUTLAND; and

WHEREAS, Caritas of Austin, will enter into an Operating Subsidy Agreement with Espero Austin at Rutland, LP, to provide operating subsidies to 25% of the units in the project through voucher programs and/or rental subsidy made available directly through the nonprofit activities of Caritas of Austin; and

WHEREAS, Caritas of Austin has been successfully fundraising for many years and has averaged $3 million in private dollars annually the past two years and expects to continue its fundraising efforts in the future; and

WHEREAS, Caritas of Austin has embarked on a $6 million dollar campaign to expand its services and capacity, known as "Vision 2025";

WHEREAS, Caritas of Austin is irrevocably committed to take all necessary actions to ensure the financial feasibility and viability of Espero Austin at Rutland, LP as it relates to its roles and responsibilities in the limited partnership agreement; and

WHEREAS, the Board of Directors has determined that it is in the organization's best interest and to the benefit of the residents of Austin as a solution to ending homelessness to enter into the transaction described above so that the project may be constructed; and
NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Caritas of Austin hereby approves this RESOLUTION and AUTHORIZES the President and Chief Executive Officer – Jo Kathryn Quinn – to enter into all purchase agreements, developer and partnership agreements, financing agreements and related documents and to sign for and perform any and all responsibilities in relation to the project.

The majority of Board of Directors adopted this resolution.

Date: 02.27.2020

Signature: [Signature]

Printed Name: John Brindley

Title: Secretary
ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040

Documentation of how resident feedback has been incorporated into Development design

Espero Austin at Rutland will be designed utilizing a trauma-informed design – a concept at the intersection of architecture and mental health. The majority of residents who will find a home at Espero Austin at Rutland will have suffered traumatic experiences caused by homelessness. The goal of Espero Austin at Rutland is to design a non-intimidating, healthy, inclusive, therapeutic space that will foster stability and wellness. The Vecino Group – ownership and development partner - is familiar with designing trauma informed spaces, as they have designed 19 supportive housing communities throughout the country.

Former homeless clients are part of a team of Caritas of Austin supportive service staff that have been engaged in the design and programming of Espero Austin at Rutland. The sizing of units, secured front entry, and placement of supportive service offices have all received guidance from the team.

As the project moves forward and the architect team moves to full design and specifications, this same team will provide input on trauma-informed design – from cabinets and closets with no doors from placement of windows and site lines. Further, common spaces will incorporate trauma informed designed, with large spaces and openings, as to not have “hidden” spaces.

Caritas of Austin has decades of experience working with persons experiencing homelessness and through their work in leasing housing units across the City – staff is very familiar with how design can impact housing stability and success. Further, The Vecino Group has developed 1,196 supportive housing units and can use their resident feedback to inform the design of Espero Austin at Rutland.
Tab 17 – Development Narrative

Evidence that the Development is located less than a 1/2 mile from regularly-scheduled public transportation, including evening and weekend service
½ Mile from Bus Stop with Regular Service
911.87 ft = 0.17 miles

Route 325
DESKINATIONS
- Tech Ridge Park & Ride
- Connally High School
- ACC Northridge
- Wooldridge Elementary School
- Little Walnut Creek Library
- HEB
- Barrington Elementary School
- Dobie Middle School
- Gus Garcia Recreation Center
- Goodwill
- Walmart
- Norwood Transit Center

Scan the QR code to see an online version of this route map.
|          | 5:00  | 5:12 | 5:24 | 5:36 | 5:48 | 6:00 | 6:12 | 6:24 | 6:36 | 6:48 | 7:00 | 7:12 | 7:24 | 7:36 | 7:48 | 8:00 | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 |
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| 2        | 6:00  | 6:12 | 6:24 | 6:36 | 6:48 | 7:00 | 7:12 | 7:24 | 7:36 | 7:48 | 8:00 | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 | 9:24 | 9:36 | 9:48 | 10:00| 10:12|
| 3        | 7:00  | 7:12 | 7:24 | 7:36 | 7:48 | 8:00 | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 | 9:24 | 9:36 | 9:48 | 10:00| 10:12| 10:24| 10:36| 10:48| 11:00| 11:12|
| 4        | 8:00  | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 | 9:24 | 9:36 | 9:48 | 10:00| 10:12| 10:24| 10:36| 10:48| 11:00| 11:12| 11:24| 11:36| 11:48| 12:00| 12:12|

**WEEKDAYS/SOUTHBOUND**

**P.M. TIMES ARE IN BOLD**

|          | 5:00  | 5:12 | 5:24 | 5:36 | 5:48 | 6:00 | 6:12 | 6:24 | 6:36 | 6:48 | 7:00 | 7:12 | 7:24 | 7:36 | 7:48 | 8:00 | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 |
|----------|-------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
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| 3        | 7:00  | 7:12 | 7:24 | 7:36 | 7:48 | 8:00 | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 | 9:24 | 9:36 | 9:48 | 10:00| 10:12| 10:24| 10:36| 10:48| 11:00| 11:12|
| 4        | 8:00  | 8:12 | 8:24 | 8:36 | 8:48 | 9:00 | 9:12 | 9:24 | 9:36 | 9:48 | 10:00| 10:12| 10:24| 10:36| 10:48| 11:00| 11:12| 11:24| 11:36| 11:48| 12:00| 12:12|

**WEEKDAYS/NORTHBOUND**
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Note: All times are in 24-hour format. PM times are indicated in bold and lettrías oscuras.
## SUNDAYS/SOUTHBOUND

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## SUNDAYS/NORTHBOUND

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| 4 | 1:00 | 1:01 | 1:16 | 1:25 | 1:31 | 1:37 |
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| 6 | 1:01 | 1:12 | 1:42 | 1:54 | 2:00 | 2:09 |
10% of the Units at Espero Austin at Rutland will meet the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” 79 Federal Register 29671 for persons with mobility impairments. Please reference the Architectural Drawings in Tab 22 for an indication of the location of these units.
February 19, 2020

Marni Holloway
Director of Multifamily Finance Production
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Dear Marni:

As the President and Chief Executive Officer of Caritas of Austin, the sole member and manager of the General Partner and Applicant Affiliate of Espero Austin at Rutland, I hereby confirm that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non-federally required criteria);
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

Sincerely,

Jo Kathryn Quinn
President and Chief Executive Officer, Caritas of Austin
Tab 17 – Development Narrative

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS
TDHCA #20040

Caritas of Austin has partnered with The Vecino Group – a national developer of mission-driven housing -- to develop two apartment communities that will be deeply affordable and intensely supportive. About 200 people in two different neighborhoods will have access to high-quality supportive living in transit-connected and amenity rich neighborhoods.

1. Espero Austin at W. 24th - #20041 - 911—915 W. 24th Street
2. Espero Austin at Rutland - #20040 - 1934 Rutland Drive

Each development will be designed to seamlessly integrate into the surrounding neighborhood fabric with high-quality construction and aesthetically pleasing architecture. The goal with these projects is to have the most affordable and supportive housing possible while generating revenue to support the capacity of Caritas of Austin’s services.

About Caritas of Austin

Caritas of Austin has been a pillar in the Austin community since its founding in 1964. Since the outset, Caritas has worked to assist those community members who need help in rebuilding their foundation: homeless, veterans, refugees, youth, single mothers, and those with a disability and/or mental health challenges. Caritas of Austin uses a community-based approach to make social service provision calculated and efficient.

For 14 years Caritas of Austin has operated supportive housing through various leasing partnerships across the City of Austin. While these partnerships have allowed Caritas to permanently end homelessness for hundreds of Austinites each year; they can more effectively expand their work and provide additional community impact if they own housing that is affordable and specifically designed to facilitate their on-site social support.

Caritas of Austin is expanding all of its programs and is in a position to perform a role in helping to fill this gap.

About The Vecino Group

The Vecino Group is a company devoted to development projects that address a broader community issue, set an example, give back and inspire. Caritas of Austin is proud to leverage the successful track record of The Vecino Group’s Supportive Housing model and bring that capacity to Austin. They have properties across the U.S. that are similar in focus and target population. While this is The Vecino Group’s first project in Texas, the firm has vast experience entering into new markets, the HTC program and making an impact.

- 18 Supportive Housing Communities in 7 states
- 1196 units of housing to end homelessness
- Raised $2.7 million in supportive services

Who is going to live there?

Caritas of Austin will work with individuals who are in need of deeply affordable housing. The apartments will be priced for individuals whose income is $33,150 or less.

Seventy-five percent of the apartments will be leased to individuals with varying needs of affordability and social support. The remaining 25% of the apartments will be dedicated to people who have experienced long-term
homelessness. Caritas of Austin will have on-site staff offering multi-disciplinary services designed to support residents and build well-being. Ninety-eight percent of Caritas’ supportive housing clients are stable in housing and do not return to homelessness.

**About Espero Austin at Rutland**
Espero Austin at Rutland will be a four story, stick-frame, elevator-served building hosting 135 efficiency apartments with targeted common area spaces including supportive service staff offices, fitness room and lounge area. The building will integrate principles of trauma-informed design to create a physical space that promote safety, well-being, and healing for its targeted population. The interior corridor building will have a secured front entry. Taking advantage of the transit-connected location and as allowed by the Affordability Unlocked density bonus program, the property will provide reduced parking as the majority of residents rely on public transit. Each furnished, efficiency apartment will come with individual kitchens and bathrooms.

**Supportive Services and Funding**
Funding for the supportive services for Espero Austin at Rutland will come from a combination of grants and fundraising from private foundations, corporations and individuals. This is the same method used to fund the current supportive services for the 500+ individuals Caritas of Austin served last year. Caritas of Austin has been in the community for 56 years, and has a long standing and healthy relationships with the donor community. They also maintain several cash reserves for building maintenance funds, if needed.

While raising $3 million in private dollars annually, Caritas of Austin has embarked on a $6 million campaign to expand its services and increase its capacity, known as “Vision 2025,” in 2018. This will include Espero Austin at Rutland, as well as the services to support the 135 residents that will reside there. Currently, the Vision campaign has raised $1 million from its closest donors with over $500,000 set-aside to specifically subsidize the operations of up to 25% of each property. The Campaign in its entirety is not limited to these commitments, but will continue to pursue an additional $4.5 million over the next 3 years.

In addition to a successful record of private fundraising, Caritas of Austin also raises an impressive amount of funding from private foundations and governmental agencies. In 2018, Caritas of Austin had $7,474,968 in revenue from governmental grants alone. Below is the funding raised in 2019 including grants over $20,000:

- Shield-Ayres $15,000
- Sooch Foundation $25,000
- Topfer Family Foundation $35,000
- Glimmer of Hope $20,000
- Isla-Carroll Turner Friendship Trust $20,000
- Religious Coalition to Assist the Homeless $40,000
- Texas Veterans Commission $50,000
- Veterans Administration $552,312
- FEMA Emergency Food and Shelter $19,349.00
- Travis County $84,000 each year (contract for Community Kitchen)
- HUD for Permanent Supportive Housing $1,558,515
- City of Austin for Best Single Source + $3,702,268
- City of Austin for Behavioral Health Services $238,268
Tab 18 – Development Activities Part I
Development Activities I

1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

<table>
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<tr>
<th># of Units</th>
<th>Points</th>
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<td>14</td>
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- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]

A. Unit Sizes

- Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

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<th>Bedroom Size</th>
<th>Square Footage</th>
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<tr>
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<td>4</td>
<td>1,200</td>
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OR:

- Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

B. Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)

- Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

- Application is requesting Direct Loan and not concurrently layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

** **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207; [10 TAC §11.101(b)(8)]

- Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

- All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

- Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

2/28/2020
Tab 19 – Development Activities Part II
Development Activities II

1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**
   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
     - Points claimed: 6
   - Bedroom Size
     - 0
     - 1
     - 2
     - 3
     - 4
   - Square Footage
     - 550
     - 650
     - 850
     - 1,050
     - 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)
     - Points claimed: 9
   - * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]**
   - At least 20 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0
   - At least 5 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDS units within the Development would be converted to be available to households at 15% AMGI.
     - * Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDS Self Score tab.

3. **Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]**
   - Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000
     - Direct Loan Points: 0
   - Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000
     - Direct Loan Points: 8
   - Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000
     - Direct Loan Points: 0

   - Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MFDS Self Score tab.

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**
   - *30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.
   - Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
     - 135
     - 27
     - 0
     - 108
     - 80.00%
     - Complete this section! Check your math!

   - Number of 30% Units used to score points under §11.9(c)(2)*
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an increase in eligible basis (30% boost)
   - Percentage used for calculation of eligible points under §11.9(c)(1)

   - A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
       - 16
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
       - 0
     - These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.

   - B. Development proposed in all other areas.
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
       - 0
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
       - 0

   - OR (DO NOT COMPLETE BOTH)

2/28/2020
C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
   - The Average Income for the proposed Development will be 54% or lower (15 points).
   - The Average Income for the proposed Development will be 55% or lower (13 points).
   - The Average Income for the proposed Development will be 56% or lower (11 points).

OR

D. Development proposed in all other areas.
   - The Average Income for the proposed Development will be 55% or lower (15 points).
   - The Average Income for the proposed Development will be 56% or lower (13 points).

Application is seeking points for Income Levels of Residents.  
Points Claimed: 16

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]
   - If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:
     - Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
     - Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
     - Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
     - At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

Application is seeking points for Rent Levels of Residents.  
Points Claimed: 13

6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]
   - Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA.

Application is seeking points for Resident Services.  
Points Claimed: 11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]
   A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

Application is seeking points for Residents with Special Housing Needs.  
Points Claimed: 3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]
   - Development is requesting Pre-Application Points.

Application is seeking points for Pre-Application Participation.  
Points Claimed: 6

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]
   - Development will maintain a 35 year Affordability Period.
   - Development will maintain a 40 year Affordability Period.
   - Development will maintain a 45 year Affordability Period.

Application is seeking points for Extended Affordability.  
Points Claimed: 4
## Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

- [ ] Application requests points for Historic Preservation.
- [ ] Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- [ ] Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- [ ] Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- [ ] Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- [ ] At least 75% of the residential units will be within the Certified Historic Structure.

- Attached behind this tab are the THC letter and other documentation described above.

### Points Claimed: 4

## Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

- [x] Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

### Points Claimed: 1

## Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

- [x] Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.

### Points Claimed: 1
9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 20 – Existing Development Information – N/A
EXISTING DEVELOPMENT INFORMATION

1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**
   - Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan.
   - Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

   **PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):**
   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Sections 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**
   - The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.
   - OR
   - The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

   **PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**
   - Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
   - Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**
   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units; AND EITHER
   - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR

2/28/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 21 – Occupied Developments
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- **UPLOAD SEPARATELY FROM THE APPLICATION**, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- **APPLICATION** includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
  https://www.tdhca.state.tx.us/program-services/ura/relocation.htm

  - Number of housing units (including Manufactured Housing Units) on the site:
    - Owned or controlled by the Seller: 0
    - Rented to another person or entity: 0
  - Number of businesses on the site:
    - Owned or controlled by the Seller: 0
    - Rented to another person or entity: 10
  - Number of nonprofit organizations on the site:
    - Owned or controlled by the Seller: 0
    - Rented to another person or entity: 0
  - Number of farms on the site:
    - Owned or controlled by the Seller: 0
    - Rented to another person or entity: 0

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

2/19/2020
Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

Signature of Applicant

Jo Kathryn Quinn
Printed Name

Date

2.20.2020

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☒ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 3, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

Jo Kathryn Quinn
Printed Name

Date

2.20.2020

2/19/2020
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<td>Paris Lounge</td>
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2019 Very basic P&L
Rent Roll
(upload separately)
Relocation Plan with Budget and Explanation of Process Used to Notify and Consult with Tenants
Rutland Dr.
Austin, TX
Relocation Plan

(Initial Application Submission)
February 2020

Purpose

This Relocation Plan sets forth the policies and procedures to be utilized by Caritas of Austin and its Development Partner the Vecino Group for relocation of commercial tenants/businesses as a result of the intended construction to be performed to demolish and redevelop the property. The property will be redeveloped under the Low-Income Housing Tax Credit program. The level of rehabilitation to be completed at the site will require all tenants to move out of the property prior to construction and be considered as permanently displaced. The applicant has not applied for HOME funds but may utilize federal financial assistance under the National Housing Trust Fund Program. This relocation will comply in accordance with the URA. The purpose of the URA is to ensure that owners of real property with plans to be acquired and persons displaced as a direct result of the Federal or Federally assisted projects are treated family, consistently and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole.

Project Description

The project is a strip mall with 11 rental spaces comprised of a total of 26,340 sq. ft currently occupied by 10 business with 1 vacant unit. A rent roll is attached with current lease details. Each of the current tenants has been issued a General Information Notice (GIN) accompanied by the Relocation to displaced Businesses brochure issued via certified mail with return signature receipt which are attached for reference. Once the project has received its funding award all tenants will be issued a Notice of Relocation Eligibility (NOE) explaining their rights and benefits as a displaced business along with at least a 90-day notice to move which is attached. Due to the nature of the acquisition and limited information available from the seller, the applicant is unable to verify business income and other details prior to the application submission and is therefore assuming all tenants will be eligible to receive the fullest extent of the applicable relocation assistance and benefits. Due to additional restrictions and eligibility criteria under the Low-Income Housing Tax Credit Program, tenants are considered displaced under Permanent Relocation pursuant to the Federal Uniform Relocation and Real Property Acquisitions Policies Act of 1970, as amended; statute and implementing regulations at 49CFR part 24.

Objective

The objective of this plan is to minimize the hardships of relocation and to ensure that each tenant moving due to the project’s activity is provided the full measure of assistance for which the tenant is eligible.

Relocation will be a necessary part of the project in order to achieve the level of construction required at the property. Caritas of Austin and the Vecino Group is committed to an intentional relocation process with the following goals:
➢ Minimize disruption to the affected businesses;
➢ Efficiently utilize and coordinate limited resources;
➢ Clearly communicate rights, benefits and responsibilities of all parties; and,
➢ Follow all applicable statutes and regulations at the federal, state and city levels.

Definitions

The following words and terms used in this relocation plan have the following meanings unless the context indicates otherwise.

1. **Act** - The United States Housing Act of 1937, as amended (42 U.S.C. 1401 et seq.)

2. **Acquisition**: Purchase of a property by a public or private agency.

3. **Advisory Services**: (under Section 104(d) or URA) Referrals to comparable and suitable replacement homes, inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments, counseling and other assistance to minimize the disruption of the move.

4. **Business** – The use of words, “tenant, business and businesses” in this document shall be interchangeable and have the same meaning and context: and whether used in the singular shall include the plural, and vice versa as the context may require.

5. **Comparable Replacement Dwelling Unit**: One that the project owner identifies and offers to the displaced business. One with these attributes: (1) Available for tenant to rent; (2) Decent, safe, and sanitary; (3) Equivalent or superior in size and function to the unit tenant will vacate; (4) Affordable by program standards; (5) Reasonably accessible; (6) Location equally safe and convenient to public and commercial destinations, such as schools, shopping, medical care, public transportation – compared to existing location; (7) Free from unreasonable or adverse environmental conditions, natural or artificial hazards; (8) Equally available to all persons, regardless of race, color, religion, gender, or national origin.

6. **Decent, Safe, and Sanitary**: (“DSS”) **Housing** - To qualify as DSS Housing, a dwelling unit must meet the following criteria: Conforms to all local occupancy codes; Structural soundness, weather tightness, and good repair; Contains appropriate HVAC (heating, ventilation, & air conditioning) system able to maintain 70°F (winter) and 78°F (summer) in working areas; Electrical wiring system meets applicable codes for adequacy and safety; Separate from other units, well lighted & ventilated bathroom facilities with sink and toilet (private), hot/cold water to sink, sewer connection, flush water closet, all in working order; Kitchen facilities if applicable will conform to DSS standards and local plumbing codes (hot/cold water to sink, connected to sewer, range/refrigeration space & utility connection, all in working order). Tenants enjoy adequate, unobstructed egress (fire escape) to safe, open space at ground level; and complies with standards protecting tenants from lead-based paint hazards.

8. Displaced Tenant – Tenant or business owner, forced to relocate, permanently and involuntarily, as a consequence of acquisition, demolition, or rehabilitation involving federal funds. (49 CFR 24.2(a)(9))

9. Early Move – A voluntary move of a tenant/business after receipt of the written General Information Notice (GIN) but prior to receipt of the written Notice of Relocation.

10. Eligible Tenants - Any tenant legally renting at the project at the time of Initiations of Negotiations (ION), who is required to move from a dwelling unit scheduled for rehabilitation, shall be considered eligible for relocation assistance.

11. HUD - The United States Department of Housing and Urban Development

12. Ineligible Tenants – A tenant that is unlawfully occupying a unit that is not eligible for relocation assistance

13. ION Date - Initiation of Negotiations: trigger for issuance of either Notice of Eligibility for Relocation Assistance or Notice of Non-displacement, generally based on the execution date of the agreement covering the acquisition, rehabilitation, or demolition.

14. NOE: Notice of Eligibility (to receive benefits for permanent relocation)

15. Non-Residential Relocation (Businesses, Farms and Nonprofit Organizations) -
   (i) Maximum Reestablishment Expense Payment $25,000 (42 U.S.C. 4622(a)(4))
   (ii) Maximum Fixed Moving Expense $40,000

16. Project – 1934 Rutland Dr.

17. RAP: Rental Assistance Payment - Tenant must occupy the dwelling 90 days prior to ION to receive replacement housing payment (unless qualified as low-income tenant).

18. Rehabilitation - A construction program to make physical improvements to the property necessary to extend the development’s long-term viability which may require tenants to relocate.

19. Relocation - Tenant required moves as a result of the level of construction to substantially rehabilitate / redevelop the project.

20. Relocation Plan - The written document adopted by the Caritas of Austin that governs the policies and procedures to be utilized by the Development Partners in the implementation of relocation of the project.

21. Right to Return - The right of Eligible Tenants that are relocated (through temporary or
extended temporary relocation) to return to the project after completion of the rehabilitation/construction.

22. **Replacement unit**: The unit into which the displaced person moves.

23. **Subrecipient** – Caritas of Austin and Development Partner the Vecino Group.

24. **Unlawful Occupancy** - Unlawful occupancy is: (1) occupancy by a person that has been ordered to move by a court of competent jurisdiction; (2) or, if the person’s tenancy has been lawfully terminated for cause, the tenant has vacated the premises, and the termination was not undertaken for the purpose of evading relocation assistance obligations.


26. **Permanent Relocation** - Relocation for displaced tenants that are not eligible to return to the property or, relocation when relocation time period will exceed 12 months and tenants chooses not to proceed with extended temporary relocation as confirmed by written consent of tenants, relinquishing their right to return.

27. **Permanent Relocation Benefits** - All relocation assistance and payments and determined amounts as required by the URA.

**Compliance with U.R.A.**

All relocation procedures and activities will be conducted in accordance with the applicable rules, regulations and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “Uniform Act” or “URA”), as amended, and its implementing regulations at 49CFR, Part 24 and 24CFR Part 42; HUD Handbook 1378, Change 11; Section 104(d) of the Housing and Community Development Act of 1974, as amended; all other applicable HUD requirements and modifications of these as applicable.

**RELOCATION ASSISTANCE TO DISPLACED HOUSEHOLDS**

**Eligibility for Relocation Assistance**

**Eligible to File a Relocation Claim** - If any tenant falls into one or more of the following categories, they will be eligible to file a relocation claim within 12 months from the date they vacate their business location at 1934 Rutland Dr.

1. A business who moves permanently as a result of action taken by the Developer in order to evade the responsibility of providing relocation assistance;
(2) A business who moves on or after the date of ION of the project without receiving a General Information Notice, the Relocation Notice, the Notice of Non-Displacement; the Notice of Displacement; or, the Notice of Eligibility for URA Relocation Assistance, as applicable.

(3) A business who moves permanently before or after the date of ION, if HUD determines the displacement resulted from the project.

**Ineligible Tenants** - A business/tenant that is unlawfully occupying a unit shall not be eligible for relocation assistance.

Unlawful occupancy is occupancy by a business that has been ordered to move by a court of competent jurisdiction; or, if the businesses tenancy has been lawfully terminated for cause, the tenant has vacated the premises, and the termination was not undertaken for the purpose of evading relocation assistance obligations;

Relocation benefits shall be forfeited and/or terminated if a business/tenant that was initially determined eligible for relocation benefits is subsequently evicted through court action during the relocation period for lease violations.

An eviction related to non-compliance with a requirement related to carrying out the project (e.g. failure to move or relocate when instructed, or to cooperate in the relocation process) shall not negate a person’s entitlement to relocation payments and other assistance set forth in the URA and in this Plan.

**Relocation Methods** – The chart below identifies the three methods of relocation and the circumstances of each method however for this project all tenants will be considered for permanent relocation only.

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<th>RELOCATION CATEGORY:</th>
<th>TEMPORARY RELOCATION</th>
<th>EXTENDED TEMPORARY RELOCATION</th>
<th>PERMANENT RELOCATION</th>
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<tr>
<td>TIME PERIOD:</td>
<td>Less than 12 months</td>
<td>12 months or more</td>
<td>12 months or more</td>
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<tr>
<td>TENANT PROVISIONS:</td>
<td>Tenant moves from a current business unit to a unit off-site for less than 12 months AND returns to the property upon completion of construction.</td>
<td>Tenant moves from current business unit to a unit off-site for 12 months or more, AND returns to the property upon completion of construction.</td>
<td>Tenant moves to an off-site location for more than 12 months AND voluntarily forfeits their right to return or is not eligible to return to the property after construction.</td>
</tr>
</tbody>
</table>
This method will not be used as all relocation for this project will be considered permanent.

This method will not be used as all relocation for this project will be considered permanent.

Relocation option will be based on tenant choice when relocation time period will exceed 12 months and tenant chooses not to proceed with extended temporary relocation; or relocation option for tenants will not be eligible to return to the property.

PERMANENT RELOCATION SERVICES & EXPENSES

The following services and financial assistance shall be provided to tenants that are permanently relocated/displaced as a result of this project. At the time of application there are 10 occupied business units within the project who will be required to relocate. Any eligible business considered a displaced tenant will receive the following assistance under the URA.

Additional services and financial assistance, described below, shall be provided for all tenants who will not be eligible to return to the property which in this case involves all tenants related to the project.

1. Needs Assessment

Prior to implementation of this plan, the subrecipient shall be responsible for conducting individual needs assessment for each affected tenant to determine their unique relocation needs. Information gathered during the assessment shall include at a minimum the information in the sample assessment form found in this plan which helps determine the specific relocation needs of each tenant. Additional information shall be provided on the options available for permanent relocation including availability of other locations that fit the business’s needs, size and other considered specific circumstances.

2. Counseling & Relocation Advisory Services

Relocation advisory services will include detailed information on the following:
   a. Referrals to social services as necessary
   b. Any displaced tenant with disabilities/special needs will have needs addressed on a case by case scenario;
   c. Explain in detail expected relocation time period;
   d. Determine any challenges that the business may face;
   e. Transportation services as requested;
   f. Three referrals to suitable replacement locations for each business;
   g. Help in preparing claim forms for relocation payments and assist in the calculation of eligible assistance for each household
   h. Storage options, as applicable;
   i. Verify current lease terms and details;
   j. Always attempt to minimize the impact of the move;
k. Provide a minimum of a 90 days written notice of move date;

l. Moving assistance including assistance with packing and unpacking;

m. Responsibilities of the tenant during the pre-relocation period including requirements to continue to pay applicable tenant rent;

n. Other assistance to minimize the impact of displacement;

o. Reimburse for moving and reestablishment expenses.

3. Moving Assistance & Payments. These moves include moves from the current unit to the permanent unit. The subrecipient shall be responsible for assuring that any third-party mover provides appropriate insurance to cover any and all claims resulting from damage incurred to the tenant’s possessions during the move process.

Payments for Moving & Related Expenses.

Two general moving options are available to an eligible displaced business, farm or nonprofit organization under the URA:

1) Payment of actual, reasonable and necessary moving and related expenses. In addition to the payment of actual, reasonable and necessary moving costs, a small business (defined in 49 CFR 24.2(a)(24)) may also be eligible for the actual, reasonable and necessary costs of reestablishment up to $25,000; or

2) A fixed payment, in lieu of payment of actual, reasonable and necessary moving costs and reestablishment expenses. An eligible business, farm or nonprofit organization may be eligible for a fixed payment of no less than $1,000 and no more than $40,000 (see 49 CFR 24.305). Moving and Related Expenses - Nonresidential (49 CFR 24.301, .303, .304 & .305)

Businesses are to be paid for their actual moving costs and related expenses. A business may choose to obtain the services of a professional mover or conduct the move on their own. Depending on how the business conducts the move, moving costs may be paid by either of the two methods; Actual moving cost, or Fixed payment.

Actual Moving Costs - Nonresidential (49 CFR 24.301)

Subrecipient will pay for the actual, reasonable, and necessary costs of the move whether performed by professional mover or the owner. All moving costs must be supported by paid receipts or other evidence of expenses incurred. In addition to the transportation costs of personal property, certain other expenses may also be reimbursable:

- Transportation of the displaced person and personal property
- Packing, crating, unpacking and uncrating personal/business property
- Disconnecting, dismantling, removing, reassembling and reinstalling relocated personal property including machinery, substitute personal property,
- Temporary storage of personal property up to 12 months
▪ Insurance for the replacement value of the personal property in connection with the move and storage

▪ Other expenses considered eligible under The Uniform Act also provides for the payment of other expenses, such as professional services necessary for planning and carrying out the move, the costs for licenses, permits and certifications, actual direct loss of tangible personal property, purchase of substitute property, and searching expenses.

**Actual Moving Costs / Related Nonresidential Eligible Expenses** (49 CFR 24.303)

In addition to those actual reasonable and necessary costs for moving personal property specified in 49 CFR 24.301, nonresidential displaced persons may be eligible for the following expenses if the agency determines they are actual, reasonable, and necessary:

▪ connection to available nearby utilities
▪ Professional Services to Determine a Site’s Suitability for the Displaced Business Operation
▪ Impact fees for heavy utility usage.

**Actual Moving Costs / Reestablishment Expenses** – Nonresidential (49 CFR 24.304)

In addition to the cost of the move, a small business may be paid an amount expenses actually incurred in relocating and reestablishing the business at a replacement site. Here is a partial listing of eligible reestablishment expenses:

▪ Repairs or improvements to the replacement real property required by federal, state, and local laws, codes or ordinances;
▪ Modifications to the replacement real property to make the structure(s) suitable for the business operation;
▪ Redecoration or replacement of soiled or worn surfaces, such as painting, wallpapering, paneling and carpeting when required by the condition of the replacement site;
▪ Advertising the new business location;
▪ Installation of exterior advertising signs; and
▪ The estimated increased costs of operation at the replacement site during the first two years for items such as rent, taxes, insurance, utilities.
▪ Replacement value of property loss, damaged or stolen in the process of moving where insurance covering such loss is not reasonably available.
▪ Any license, permits, fees or certifications required at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit or certification.
- Other items the agency considers essential to the reestablishment of the business.

**Fixed Moving Payment – Nonresidential (49 CFR 24.305)**

Displaced businesses may be eligible for a fixed payment "in lieu of" (in place of) actual moving expenses and reestablishment expenses. The fixed payment may not be less than $1,000 nor more than $40,000. This moving option may be beneficial to the business in some situations and to the agency as a streamlining measure to reduce paperwork and administrative time. Although not a requirement, this payment is a useful option for businesses which may choose to go out of business as a result of relocation. For a business to be eligible for a fixed payment, the agency must determine the following:

- The business owns or rents personal property that must be moved due to the displacement.
- The business cannot be relocated without a substantial loss of its existing patronage. (A business is assumed to meet this test unless the agency determines otherwise)
- The business is not part of a commercial enterprise having more than three other businesses engaged in the same or similar activity under the same ownership and not being displaced by the agency.
- The business contributed materially to the income of the displaced person during the two taxable years prior to displacement. (The term “contributed materially” is defined in the URA regulations.) Any business operation that is engaged solely in the rental of space to others is not eligible for a fixed payment. This includes the rental of space for residential or business purposes.

A fixed payment for a displaced business is generally based upon the average annual net earnings of the operation for the two taxable years immediately preceding the taxable year in which it was displaced. The displaced business must provide the agency with proof of net earnings to support their claim. Proof of net earnings can be documented by income tax returns, certified financial statements, or other reasonable evidence acceptable to the agency. It is important to note that if a business/tenant chooses this payment option that the business is precluded from receiving reimbursement of ALL other moving and reestablishment expenses.

4. **Packing Materials and Assistance** - All tenants will be provided with packing materials as needed. Upon request, tenants will be provided with packing and unpacking assistance.

5. **Storage** – If for any reason upon completion of the rehabilitation/construction, items in storage are subsequently not claimed by the tenant, payments for storage shall cease
and the applicable State Law regarding disposition of unclaimed property shall apply.

6. **Utility Reconnections** – Reconnection fees will be paid for and other essential utilities in the name of an authorized household member. Essential utilities shall include telephone land lines, cable/satellite television and internet. Connection fees will only be paid for existing utilities at the level of service in place at the unit prior to relocation. If disconnection of utilities results in a demand for a deposit to reconnect utilities, said deposit will be paid by the Developer upon reconnection of the utility. However, no payment will be made for past due utility bills prior to commencement of the temporary relocation period.

7. **Security Deposits & Other Deposits** – Existing security deposits will be transferred to the buyer upon closing. Tenants will receive refunds for security deposits upon move out of 1934 Rutland Dr. regardless of condition of unit. If any non-refundable deposits are required at the time of move in order to obtain a replacement unit the subrecipient will pay those deposits if considered reasonable.

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PERMANENT RELOCATION SERVICES & EXPENSES

8. **Location Search Assistance** - Within the City of Austin, transportation services will be provided and a minimum of three comparable replacement units will be offered to the tenant. A comparable replacement unit is a unit that meets the federal Housing Quality Standards and is appropriate to the size of the tenant. Outside the City of Austin, housing search assistance shall be limited to verification of a comparable replacement unit based on copies of lease agreements and/or move-in inspections conducted by the corresponding Landlord or Property Management Company.

9. **Time Limits for Displacement Compensation** - Displaced households must move in to a DSS unit within 12 months of their displacement or 12 months from the date a comparable replacement dwelling is made available, whichever is later, to be eligible for replacement housing payments. Households must file a claim for reimbursement within 18 months of their displacement or within 18 months of the date a comparable replacement dwelling is made available, whichever is later. The Subrecipient must provide an inspection of the unit prior to issuing payment to ensure that the unit meets the definition of DSS housing. If the unit does not meet the definition of DSS housing, the budget should be amended to allow for costs to bring the unit up to the DSS housing standard.

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THE RELOCATION PROCESS

**Relocation Steps**

1. Preliminary tenant meetings will be conducted by the seller. Once the seller meets with tenants the GIN will be sent certified mail with signature receipt requested prior to application submission.
2. Individual assessments will be conducted with each tenant to develop an individual relocation plan, identify special needs and determine the level of assistance needed for each tenant.

3. A minimum of 90 days prior to commencement of rehabilitation, each tenant shall receive the applicable Relocation notices.
   a. A Notice of Displacement/Eligibility for Permanent Relocation Assistance; and,
   b. A ninety (90) day notice to vacate the current dwelling.

4. Tenants permanently relocated will be provided with referral to a minimum of three comparable replacement units. Transportation will be provided upon request to view replacement units. Upon selection of a permanent replacement unit, an inspection will be conducted to determine that the unit meets all DSS standards.

5. Assistance will be provided with completion of all necessary claim forms and other required documentation.

6. Moving dates & times will be confirmed. The move will be coordinated with the tenant including moving personal property to storage if applicable.

7. All obligations of the tenant will continue during the entire relocation process.

8. Payment of all claims for permanent relocation will be processed and provided to tenants prior to their move.

**Failure of Tenants to Adhere to Policy**

If a tenant refuses, without good cause, to a relocation option, refuses to move or refuses to meet with the Developer regarding a move, or a tenant cannot be located, appropriate action shall be implemented including filing for abandonment or eviction pursuant to the 90 day notice to vacate.

*An eviction “from the project” will not extinguish a tenant’s right to relocation assistance.*

This eviction authority will only be enforced for violations pertaining to the relocation effort. This eviction authority will be used in extreme cases. Every effort will be made, in concert with the tenants and other representatives, if any, to prevent an eviction on these grounds.

Good cause for failure to adhere to relocation policies shall be limited to the following:

A health professional verifies temporary hospitalization. The Developer will work with the identified emergency contact for the tenant to coordinate temporary relocation of business, furnishings and personal belongings to limit delays in the project.
TENANT GRIEVANCES

General

The individual tenant needs assessment to be completed by the Developer prior to commencement of relocation will guide the relocation plan for each tenant. Every effort will be made to accommodate requests of tenants; however, it may not be possible to facilitate all requests within the constraints of the construction needs and schedules. Recognizing that not all requests will be able to be accommodated, a complaint resolution and grievance process has been developed to address concerns and complaints of tenants during the temporary relocation period.

Complaint Resolution and Grievance Process

The following process shall be used for Tenant complaints and grievances related to the relocation process. Tenants may file any complaint related to relocation.

Step 1 – Informal Resolution

Any complaint should be personally presented orally to the applicable Relocation Staff of the Developer, so that the complaint may be discussed informally and settled without the need for further action. A summary of such discussion shall be prepared within three working days of receipt of the oral complaint and one copy shall be given to the tenant and one retained in the relocation file.

The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall advise the tenant of the right to submit a written complaint to the Project Manager.

Step 2 - Written Complaint to Project Manager

The tenant may submit a written complaint to the Project Manager within five (5) days from the date of receipt of the oral discussion summary. The Project Manager will respond to the written complaint within five (5) days from receipt and shall provide the proposed disposition of the complaint and the specific reasons, therefore.

Review of Files by Claimant

Except to the extent that the confidentiality of material is protected by law or its disclosure is prohibited by law, the Developer shall permit the claimant to inspect all files and records bearing upon his or her claim.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her own expense at any and all stages of the grievance process set forth in this plan.
**Post Relocation Claims and Appeals**

Caritas of Austin along with the Developer will inform each tenant of their rights to appeal and provide the appropriate contact information. For tenants with communication barriers, or who otherwise require assistance in preparing an appeal, the Subrecipient shall provide such assistance directly or through an appropriate third party at no cost to the tenant. The tenant has a right to appeal to TDHCA if they disagree with:

a. Subrecipient’s determination as a displaced person;
b. Amount of relocation assistance offered; or
c. Comparability of the identified replacement dwelling.

All appeals submitted to TDHCA must be in writing and include a copy of the complete case file. TDHCA will send Caritas of Austin and person requesting the appeal receipt confirmation within fifteen days. TDHCA may request additional information from the Subrecipient or the person seeking TDHCA appeal at any stage during the review. TDHCA’s Relocation Specialist will facilitate the appeal and determine URA eligibility within thirty days unless the allegation investigative process demands more time. A copy of the determination will be sent to Caritas of Austin and person requesting TDHCA review. If the complainant is not satisfied with TDHCA’s Relocation Specialist determination, he/she has the right to request a second appeal before TDHCA’s Relocation Administrative Team comprised of Program Services Director, Deputy Director and Federal Compliance Counsel. Complainant must submit second appeal request in writing no later than thirty days from receipt of TDHCA’s determination.

TDHCA’s final determination will be sent to Caritas of Austin and complainant within thirty days. If TDHCA’s final determination is not deemed satisfactory to complainant, TDHCA Relocation Specialist will forward appeal including complete file to the HUD Regional Specialist in compliance with HUD CPD Notice 14-05. When an appeal alleges a violation of civil rights, discrimination, or that minority persons were not provided reasonable opportunities to relocate to decent, safe and sanitary dwellings, that are within their financial means, as required by 49 CFR 24.205(c)(2)(ii)(D), TDHCA will refer appeal to the TDHCA Fair Housing area.

Direct appeals to TDHCA, by way of:
Carmen Roldan, Relocation Specialist
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941
(512) 475-2215
Email: carmen.roldan@tdhca.state.tx.us

**RIGHT TO RETURN**

**Return to Redeveloped Property** - Tenants are being permanently displaced and do not have the right to return as business/nonresidential tenants.
Tracking Tenants

All contact information for tenants during the relocation period will be retained by the subrecipient. If a tenant moves from their relocation unit without the assistance of the subrecipient, it shall be their responsibility to notify the subrecipient of any new contact information.

The subrecipient will work closely with each tenant and the owners of the various properties where tenants will be located during the relocation period and will provide an ongoing service during the relocation period to respond to any tenant concerns.

Record Retention

All pertinent records shall be retained for the period specified in the applicable program regulations, and kept in sufficient detail to demonstrate compliance with all URA requirements but no less than three years after the latest of: The date by which all notices were sent, payments made, and claims received from persons displaced for the project and all payments for the acquisition of the real property have been received; The date the project has been completed (i.e., date of Certificate of Occupancy or Certificate of Substantial Completion (AIA G704)); The date by which all issues resulting from litigation, negotiation, audit, or other action (e.g., civil rights compliance) have been resolved and final action taken; or for real property acquired with HUD funds, the date of final disposition (24 CFR 200.311).

Documentation and files along with Records to keep include:

- Relocation File: items such as the relocation plan, documentation of relocation budget.
- List of Occupants: name, address, and occupant characteristics for all persons occupying the property at key relocation milestones.
- For Displaced Persons: copies of all notices; evidence of delivery of notices; verification of relocation needs and their eligibility for relocation assistance; demographic information; income documentation; legal residence/citizenship; unit information; rent and utility costs for comparable units; relocation needs and preferences; record of advisory services provided; referrals to comparable replacement dwellings; DSS inspections; moving cost estimates; claim forms; evidence of payment; documentation of hardship claim; purchase documentation for tenants receiving down payment assistance; reasonable accommodations needs and payment; copy of any appeal or complaint filed and response.

RELOCATION BUDGET

The chart below provides the estimated budget for relocation costs for 1934 Rutland Dr. redevelopment project. All relocation costs will be funded by the project development budget.
<table>
<thead>
<tr>
<th>ITEMS</th>
<th>AMOUNT</th>
<th>NUMBER</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Moving Expenses</td>
<td>$20,000</td>
<td>10</td>
<td>$200,000</td>
</tr>
<tr>
<td>Reestablishment Expenses</td>
<td>$25,000</td>
<td>10</td>
<td>$250,000</td>
</tr>
<tr>
<td>TOTAL ESTIMATED RELOCATION COSTS</td>
<td></td>
<td></td>
<td>$450,000</td>
</tr>
<tr>
<td>TOTAL ESTIMATED RELOCATION COSTS</td>
<td></td>
<td></td>
<td>$450,000</td>
</tr>
</tbody>
</table>
EXHIBITS
### EXHIBIT 1: ASSESSMENT FORM

<table>
<thead>
<tr>
<th>Tenant Name:</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address</td>
<td>Unit #</td>
</tr>
<tr>
<td>Primary Language:</td>
<td>Understand English</td>
</tr>
<tr>
<td>Emergency Contact:</td>
<td>Phone #</td>
</tr>
<tr>
<td>Caregiver:</td>
<td>Phone #</td>
</tr>
<tr>
<td>Social Worker:</td>
<td>Phone #</td>
</tr>
</tbody>
</table>

#### ADDITIONAL LEASE MEMBERS

<table>
<thead>
<tr>
<th>RELATIONSHIP</th>
<th>GENDER (Male/Female)</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
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<tr>
<td></td>
<td>M</td>
<td>F</td>
</tr>
</tbody>
</table>

Are there any additional people residing in the unit that are not listed on the lease? *(If yes, list below)*

<table>
<thead>
<tr>
<th>Current Tenant Paid Utilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(List provider; phone only if land line)</em></td>
</tr>
</tbody>
</table>

- Electric
- Gas
- Water/Sewer
- Phone
- Cable
- Internet

Do you or any member of your household require an accessible unit? 

Do you have any limitations that would prevent you from packing your belongings? 

Do you have family members with whom you would like to stay during the relocation period? *(If yes, provide information below)* 

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Phone Number:</td>
</tr>
</tbody>
</table>

Will you require storage for your personal belongings during the relocation period? 

Are you and other household members (if applicable) able to use stairs? 

Are you willing to stay in your building if the elevator will be out of service for an extended period of time, possibly for several months? 

Do you receive home delivered meals, in-home medical or personal care? *(If yes, provide information below)* 

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Type of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Type of Service</td>
</tr>
<tr>
<td>Contact</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Type of Service</td>
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<tr>
<td>------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Contact</td>
<td>Phone Number:</td>
</tr>
</tbody>
</table>

| Do you have any pets? | Yes | No | Type and Size: |

<table>
<thead>
<tr>
<th>What school(s) do your children attend?</th>
</tr>
</thead>
<tbody>
<tr>
<td>School</td>
</tr>
<tr>
<td>School</td>
</tr>
<tr>
<td>School</td>
</tr>
</tbody>
</table>

If you have to move off-site during the construction, and transportation services are provided for medical appointments and the market/grocery, are you willing to temporarily move outside your current neighborhood?  
Yes | No

Are there other tenants in your building that you would like to stay at the same location with you during any off-site relocation period?  
Yes | No

<table>
<thead>
<tr>
<th>Name:</th>
<th>Apartment #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Apartment #</td>
</tr>
</tbody>
</table>

Do you have any other special needs or requests regarding relocation?

Is there any reason you would not want to exercise your right to return to the renovated property? (if yes, please provide more information)  
Yes | No

Additional information:
GUIDEFORM GENERAL INFORMATION NOTICE
NONRESIDENTIAL TENANT TO BE DISPLACED

February 19, 2020

Dear Name:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr.,
Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of
Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Business Name business may be displaced as a result of
the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal
law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be
eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding
assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation
advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the
date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right
to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The
enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms"
provides an explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for
relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse,
parent, or child. All persons seeking relocation assistance will be required to certify that they are a United
States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease
agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a
formal notice of relocation eligibility you will not be eligible
to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation
payments or assistance at this time.

PLEASE REMEMBER:
- This is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance
at this time. If you are determined to be displaced and are required to vacate the premises, you will be informed in
writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

• You must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for. Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

• Do not move out before you receive definitive guidance from us about your eligibility or ineligibility for relocation benefits. This letter is important and should be retained for your records. You do not need to take any action at this time. If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing. If you have any questions about this notice or the proposed project, please contact the Relocation Consultant, Tanya M. Porcena at 770-865-1496 or via mail at 7421 Douglas Blvd. #N485 Douglasville, GA 30135.

Sincerely,

Tanya M. Porcena

Enclosure: “Relocation Assistance to Displaced Businesses, Nonprofit Organizations & Farms”

Please complete the below and return in the postage stamped self-addressed envelope.

Tenant’s Affidavit

Notice Received by (print tenant’s name):

Signature of Tenant __________________________ Date Signed __________________________

Property Address __________________________ Unit Number __________________________
Exhibit 6
Rent Roll
Uploaded Separately
EXHIBIT 4 –

NOTICE OF ELIGIBILITY (NOE)
For Displaced Household to Receive Relocation Assistance

Issuing Agency should use its own letterhead.

(date)

Dear (name of tenant):

On (date), the (City, County, State, Public Housing Authority (PHA), other) notified you of proposed plans to rehabilitate the property you currently occupy at (address). On (date), the Texas Department of Housing and Community Affairs approved the project for funding. Repairs will begin soon.

We have followed the Federal guidelines and the process determined that this project will displace you from your current dwelling and make you not eligible to return to this property after rehabilitation. Federal law makes displaced households eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) or Section 104(d) – for low-income households.

We advise you: DO NOT MOVE YET. We will notify you in writing of the date by which you must move. We will inform you at least 90 days before you must move that we have identified for you a replacement dwelling comparable to or better than your present one.

Read carefully the enclosed HUD brochure, entitled "Relocation Assistance to Tenants Displaced from Their Homes" (HUD-1042-CPD or HUD-1365-CPD). It explains your relocation rights, eligibility for payments, and what you must do in order to receive these payments.

(Aliens not lawfully present in the United States do not qualify for relocation assistance – unless such ineligibility would cause exceptional hardship for a qualifying spouse, parent, or child. All persons seeking relocation assistance must certify their United States citizenship, or status as an alien lawfully present in the United States, pursuant to Public Law 105-117.) Public Law 105-117 does not apply to benefits under Section 104(d).

Relocation assistance includes:
1) Relocation Advisory Services: Assistance with completing forms, advising of legal rights, locating comparable dwellings, guidance provided throughout entire relocation process.
2) Payment for Moving Expenses. Choose either:
   a. Reimbursement for actual reasonable moving and related expenses,
   b. A formula-calculated payment based on the URA Fixed Residential Moving Cost Schedule.
3) Replacement Housing Payment. You may qualify for a replacement housing payment to either rent or buy a replacement home. Factors determining the payment include:
   a. Monthly rent and cost of utilities for a comparable unit,
   b. Monthly rent and utilities at your present unit,
   c. For low-income persons (earning 80% or less of area median income), 30 percent of average monthly gross household income may substitute for “existing housing costs” in the calculation.
   d. The difference between old (displacement) and new (replacement) housing costs will determine the payment for a one-month period.
   e. Duration for URA benefits lasts 42 months, 104(d) lasts 60 months.

Recommended comparable replacement dwellings
Please consider the following three units we identified for you. If you need assistance, we can arrange transportation to inspect the units.

<table>
<thead>
<tr>
<th>Address</th>
<th>Rent</th>
<th>Utilities (estimated)</th>
<th>Contact information</th>
</tr>
</thead>
</table>

Relocation Plan – Rutland Dr. Austin, TX
“Comparable replacement home” meets the criteria for “Decent, safe, and sanitary housing” (see definition in HUD-1365-CPD).

Our evaluation determined that the unit located at (address) represents the best fit for your household. The monthly rent and the estimated average monthly utility costs for this unit equal $(rent + utilities). We will use this sum to calculate your maximum allowable replacement housing payment.

If you inspect this unit and find it not comparable to your current dwelling, contact us immediately with your objections. We can explain our process for evaluation and selection and discuss your concerns.

**Maximum replacement housing payment**

We calculate your maximum replacement housing payment based on your assessed annual income and the rent and utilities you now pay.

(Note to preparer: choose the appropriate one of these, based on household’s eligibility.)

1) URA maximum $ (difference between old and new (comparable) monthly housing costs) $42 months

2) Section 104(d) maximum $ (difference between old (unless cost-burdened) and new (comparable) monthly housing costs) $60 months).

**Limitations**

The amount identified here represents the maximum amount that you qualify to receive for replacement housing. If you rent a qualified dwelling, where the monthly rent and average estimated utilities cost less than the comparable unit (which we identified), we will recalculate your maximum rental assistance payment (RAP) based on the actual cost of the unit. We will pay your replacement housing benefit in three installments. Federal law does not require us to adjust replacement housing payments to reflect future rent increases or changes in income.

**Ownership alternative**

Should you choose to pursue home ownership, rather than rent a home, you may qualify for down payment assistance equal to your maximum allowable replacement housing payment, $ (max allowed) (URA only). By Statute, Section 104(d) 3 down payment assistance is limited to participation in a housing cooperative or mutual housing association. Contact us for more information about this possible option.

Our inspector must verify that any replacement housing meets decent, safe and sanitary standards before we can issue any replacement housing payments.

Before you make any plans to move, please contact our representative with any questions about this letter or your eligibility for relocation assistance.

Name:  
Title:  
Phone:  
Address:  

We will guide you through the process and help to preserve your eligibility for all relocation assistance for which you qualify.

We will provide reasonable accommodations for persons with disabilities and persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral
interpretation, or other assistance in order to fully participate in the relocation process.

**We urge you do not move or commit to the purchase or lease of a replacement home** before discussing with us your eligibility for relocation assistance.

Please retain this letter for your records.

Sincerely,

*(name & title)*

Enclosure/s
HUD-1365-CPD
(date)

RE: Notice to move in 90 days, by [required move date]

Dear [name of tenant]:

On [date], the [City, County, State, Public Housing Authority (PHA), other] notified you of proposed plans to rehabilitate the property you currently occupy at [address] for a project which could receive funding assistance from the Texas Department of Housing and Community Affairs (TDHCA) under the [HOME Investment Partnership (HOME); Neighborhood Stabilization Program (NSP); Emergency Solutions Grants (ESG); or Community Development Block Grant (CDBG) program]. TDHCA approved the project and federal funding for it.

We determined that the project will displace you. Use of federal funds for this project makes you eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

You must vacate your dwelling unit by [move deadline date]. We identified comparable units for you and listed those addresses below. We cannot require you to move to one of these. However, if you choose a different unit, we still must verify that it meets decent, safe, sanitary, and comparable standards, in order for you to receive replacement housing assistance.

Comparable Replacement Dwelling Recommendations

Please ask your relocation coordinator to arrange transportation, if necessary, for you to inspect these or other replacement dwellings.

<table>
<thead>
<tr>
<th>List No.</th>
<th>Address</th>
<th>Rent &amp; Utility Costs</th>
<th>Contact Info</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Of these, we believe that the dwelling located at [address] best represents the features of your present business. Monthly rent plus estimated average monthly cost of utilities, for this dwelling equals $______. We will use this amount to calculate your maximum replacement housing payment. Please contact us immediately if you believe this dwelling does not compare reasonably to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Estimated replacement housing payment: $______

You may qualify for a maximum replacement unit payment of approximately $______ (42 months x $______) or (60 months x $______). Your eligibility depends on (1) the information you provided about your income; (2) rent and utilities you now pay; (3) if Section 104(d) applies, (4) if you rent the dwelling identified above as the most comparable to your current home or rent another dwelling of equal cost.

Replacement housing payments do not adjust to reflect future rent increases or changes to income. The above calculation represents your maximum possible assistance. If your new home’s actual monthly rent and utilities cost less than the comparable dwelling, your replacement housing assistance will reflect that actual lower cost. We can only base replacement payments on a dwelling that meets federal standards to qualify as a comparable replacement home. We issue replacement housing payments in installments. You will receive [# of installments] installments.

The Ownership Alternative
Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you may qualify for down-payment assistance equal to your maximum replacement housing payment, ___$. Section 104(d) assistance for down-payment only allows recipients to purchase an interest in a housing cooperative or mutual housing association. If Section 104(d) applies, we estimate your assistance at ____. Let us know if you might wish to purchase a replacement home and we will help you locate such housing. Please note that we must inspect all replacement housing, in order to ensure that it meets decent, safe and sanitary standards, before we can issue any replacement housing payments.

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to TDHCA. We will provide contact information for the appeal to TDHCA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aids, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, ___, ___ at ____ or ____ before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

(Note: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. Persons eligible for assistance under Section 104(d) are not required to certify their lawful presence in the United States as a condition of assistance under 104(d).)

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, ___, ___ at ____ or ____ before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

(Name and title)

Tenant Affidavit: I acknowledge and understand the contents of this letter.

Signature of Tenant Unit Number Date Signed
GINs
February 19, 2020

Paris Hokka Lounge
1934 Rutland Dr.
Austin, TX 78758

Dear Paris Hokka Lounge:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #300 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Paris Hokka Lounge business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

JLO Salon
1934 Rutland Dr. Suite #800A
Austin, TX 78758

Dear JLO Salon Owner:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #800A, Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your JLO Hair Salon business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

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* This is not a notice of relocation eligibility.

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February 19, 2020

Eleazar Medina
11700 Metric Blvd. Apt#214
Austin, TX 78758

Dear Eleazar Medina:

Caritas of Austin is interested in acquiring and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #300 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Upholstery Shop business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

* This is not a notice to vacate the premises.

* This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Pasteria Panaderia Tierra Caliente
1934 Rutland Dr. Suite #450
Austin, TX 78758

Dear Pasteria Panaderia Tierra Caliente Owner:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #450 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Pasteria Panaderia Tierra Caliente business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Rita’s Mexican Restaurant
1934 Rutland Dr. Suite #100
Austin, TX 78758

Dear Rita’s Mexican Restaurant Owner:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #100 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Rita’s Mexican Restaurant business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
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If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Marvin Lopez
701 W. Longspur 2030
Austin, TX 78753

Dear Marvin Lopez:

Caritas of Austin is interested in acquiring and demolishing the property you currently occupy at **1934 Rutland Dr. Suite #600 Austin, TX 78758** for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Fitness Center business **may** be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

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- **This is not** a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Vegas Lounge
1934 Rutland Dr. Suite #1200
Austin, TX 78758

Dear Vegas Lounge Owner:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #1200 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Vegas Lounge business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.

- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Alvarao Valencia
1934 Rutland Dr. Suite # 800B
Austin, TX 78758

Dear Alvarao Valencia:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #800B Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Divine Catering business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

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- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
Eloida Calderon
147 Lantana Ln
Cedar Creek, TX 78612

Dear Eloida Calderon:

Caritas of Austin is interested in acquiring and demolishing the property you currently occupy at 1934 Rutland Dr, Suite #400 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Club MX – Event Center business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

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If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
February 19, 2020

Nelli Michalski
3328 High Cotton Way
Round Rock, TX 78664

Dear Nelli Michalski:

Caritas of Austin, is interested in acquiring, and demolishing the property you currently occupy at 1934 Rutland Dr. Suite #700 Austin, TX 78758 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HUD and National Housing Trust Fund programs.

The purpose of this notice is to inform you that your Crafty Loaf business may be displaced as a result of the proposed project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance and payments under the URA if the proposed project receives HUD funding assistance and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find you a replacement location; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving and reestablishment expenses. You also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms" provides an explanation of this assistance and other helpful information.
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<td>1934 RUTANO DR.</td>
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<td>3328 HIGH COTTON WAY</td>
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1. Article Addressed to:
   - **ELEAZAR MEDINA**
   - 1700 METRIC BLVD
   - #214
   - AUSTIN, TX 78758
   - 9590 9402 5589 9274 1952 71

2. Article Number (Transfer from service label)

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1. Article Addressed to:
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   - 1934 RUTLAND DR.
   - #1200
   - AUSTIN, TX 78758
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1. Article Addressed to:
   - **PARKS HOKKA LOUNGE**
   - 1934 RUTLAND DR.
   - STE #300
   - AUSTIN, TX 78758
   - 9590 9402 5589 9274 1953 25

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<td>MARVIN LOPEZ</td>
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<td>701 W. CONNIFUR 2030</td>
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<tr>
<td>1934 RUTLAND DR #100</td>
<td></td>
</tr>
<tr>
<td>AUSTIN, TX 78758</td>
<td></td>
</tr>
<tr>
<td>2. Article Number (Transfer from service label)</td>
<td></td>
</tr>
<tr>
<td>9590 9402 5589 9274 1953 18</td>
<td></td>
</tr>
</tbody>
</table>
**SENDER: COMPLETE THIS SECTION**
- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
   - ALVAREZ VALENCIA
   - 1934 RUTLAND DR.
   - AUSTIN, TX 78758
   - 9590 9402 5589 9274 1974 97

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

| A. Signature | □ Agent | □ Addressee |

| B. Received by (Printed Name) | C. Date of Delivery |

| D. Is delivery address different from item 1? | □ Yes | □ No |

- If YES, enter delivery address below:

<table>
<thead>
<tr>
<th>Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Adult Signature</td>
</tr>
<tr>
<td>□ Adult Signature Restricted Delivery</td>
</tr>
<tr>
<td>□ Certified Mail®</td>
</tr>
<tr>
<td>□ Certified Mail Restricted Delivery</td>
</tr>
<tr>
<td>□ Collect on Delivery</td>
</tr>
<tr>
<td>□ Collect on Delivery Restricted Delivery</td>
</tr>
<tr>
<td>□ Insured Mail</td>
</tr>
<tr>
<td>□ Insured Mail Restricted Delivery (over $500)</td>
</tr>
</tbody>
</table>

| □ Priority Mail Express® |
| □ Registered Mail™ |
| □ Registered Mail Restricted Delivery |
| □ Return Receipt for Merchandise |
| □ Signature Confirmation™ |
| □ Restricted Delivery |

PG Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt
February 20, 2020

Behzad Alex Bahrami
16328 N Interstate 35
Austin, TX 78728

Dear Mr. Behzad Bahrami:

Enclosed you will find the Voluntary Acquisition notices that are required in order for Caritas of Austin to submit an application for Federal funding assistance from the U.S. Department of Housing and Urban Development (HUD) or National Housing Trust Funds.

Please review the attached forms and sign the documents and return to me no later than February 24, 2020 due to our February 27, 2020 application deadline. If you could possibly scan the document to me once you sign prior to mailing that will be helpful as well. My contact information is below.

If you have any questions about this notice or the proposed project, please contact Jennifer Hicks, True Casa Consulting, LLC, Consultant, 3000 Skylark Drive, Austin, TX 78757, (512)203-4417 contact # or feel free to give me a call if you’re unable to reach Jennifer at (770)865-1496.

Thanks for your attention to this urgent matter and have a great day!

Noticed rec’d & reviewed by Seller: __________________________ Date: 02/25/2020

Sincerely,

Tanya M. Porcena, 24Vertical - Relocation Consultant
7421 Douglas Blvd. Suite #N485
Douglasville, GA 30135
Email: tporcena@24vertical.com
Mobile: (770)865-1496

Enclosures: Voluntary Acquisition Notices
Relocation and Acquisition Disclosure
to the Seller with a Voluntary Arm's Length Purchase Agreement

Buyer: The Vecino Bond Group

Buyer: Caritas of Austin

Seller: Behzad Bahrami

Property Address: 1934 Rutland Dr.

City, State, Zip: Austin, TX 78705

This notification, related to acquisition of the above-referenced property, complies with Federal relocation and acquisition disclosure requirements pursuant to 49 CFR §24.101.

1. The Buyer offers $5,600,000 for clear title to the Property, under the conditions described in the contract of sale.

2. Before appraisal, the Buyer estimates the fair market value of the Property at $5,600,000.

3. The Buyer does not have the power of eminent domain relating to the purchase and acquisition of the Property.

4. The Buyer will use federal funds from the U.S. Department of Housing and Urban Development (HUD) to complete this purchase. HUD will not use eminent domain authority to condemn the Property.

5. All parties entered this transaction voluntarily. Voluntary arm’s length transaction avoids the requirement for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or any related law or regulation.

6. If negotiations between both parties fail, Buyer will not take further action to acquire the Property. Requirements imposed on the seller by this document will become moot.

Buyer’s Signature ___________________________ Date: 02/25/2020

Buyer’s Signature ___________________________ Date

Seller’s Signature ___________________________ Date

TAMPA BAY NEWSPAPER PRINTING COMPANY
TAMPA, FL, USA 33606

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711
Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.state.tx.us Web: www.tdhca.state.tx.us
HUD Brochure Issued to Tenants
Introduction

This booklet describes the relocation assistance and payments provided to displaced businesses, nonprofit organizations and farms under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). This includes any such occupant that moves from real property, or moves personal property from real property, as a direct result of acquisition, rehabilitation or demolition for a Federal project or a project in which Federal funds are used. If you are notified that you will be displaced, it is important that you do not move before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

Pursuant to Public Law 105-177, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

Summary of Relocation Assistance

As an eligible displaced person, you will be offered the following advisory and financial assistance:

- **Advisory Services** includes referrals to suitable replacement locations, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.

- **Payment for Moving and Reestablishment Expenses** falls into two general categories:
  - *Payment for Actual, Reasonable Moving and Related Expenses.* If you choose this payment, you may also be eligible for a Payment for Reestablishment Expenses, up to $25,000.
  - *Fixed Payment* ("In Lieu Of" Payment). As an alternative to receiving payment for your actual, reasonable and related moving and reestablishment expenses, certain persons are eligible to choose a Fixed Payment in the amount of $1,000 - $40,000.
General Questions

How Will I Know I Am Eligible For Relocation Assistance?

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not be eligible for relocation assistance.

How Will The Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences.

How Soon Will I Have To Move?

Every reasonable effort will be made to provide you with sufficient time to find and reestablish your business in a suitable replacement location. If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice.

How Will I Find A Replacement Location?

The Agency will provide you with current information on available replacement locations that meet your needs. The Agency may also provide you with the names of real estate agents and brokers who can assist you in finding the type of replacement location you need.

While the Agency will assist you in obtaining a suitable replacement location, you should take an active role in finding and relocating to a location of your choice; no one knows your needs better than you. When searching for a replacement location for your business, you should ensure that there are no zoning or other requirements which will unduly restrict your planned operations.

What Other Assistance Will Be Available To Help Me?

In addition to help in finding a suitable replacement location, other assistance, as necessary, will be provided by the Agency. This includes providing information on Federal, State, and local programs that may be of help in reestablishing a business. For example, the Small Business Administration (SBA) provides managerial and technical assistance to some businesses.

You should ask the Agency representative to tell you about the specific services that may be available to help you.
I Have A Replacement Location And Want To Move. What Should I Do?

Before you make any arrangements to move, notify the Agency as soon as possible. The Agency will discuss the move with you and advise you of the relocation payment(s) for which you may be eligible, the requirements to be met, and how to obtain a payment.

I Plan To Discontinue My Business Rather Than Move. What Should I Do?

If you have decided to discontinue your business rather than reestablish, you may still be eligible to receive a payment. Contact the Agency and discuss your decision to discontinue your business. You will be informed of the payment, if any, for which you may be eligible and the requirements that must be met to obtain the payment.

I Own This Property. Will I Be Paid For It Before I Have To Move?

If you reach a negotiated agreement to sell your property to a public agency, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been deposited with the court. (You should be able to withdraw this amount immediately, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.)

Ask the Agency to provide you a copy of the HUD information brochure, When a Public Agency Acquires Your Property (HUD-1041-CPD). If you have any questions about the acquisition of your property, please contact the Agency.

What Moving Expenses Are Eligible For Payment?

If you choose a Payment For Actual, Reasonable Moving and Related Expenses, you may include in your claim the reasonable and necessary cost of:

- Transportation of the displaced person and personal property. Transportation costs beyond 50 miles are ineligible, unless the Agency determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking, and uncrating personal property.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated personal property including machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
• Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
• Insurance for the replacement value of the property in connection with the move and necessary storage.
• The replacement value of property lost, stolen, or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available.
• Any license, permit, fees or certification required at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
  Professional services as the Agency determines to be actual, reasonable and necessary for: Planning the move of the personal property; Moving the personal property; and installing the relocated personal property at the replacement location.
• Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
• Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
  (1) The fair market value in place of the item, as is for continued use, less the proceeds from its sale; or
  (2) The estimated cost of moving the item as is, but not including any allowance for storage or for reconnecting a piece of equipment, if the equipment is in storage or not being used at the acquired site. If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.
• The reasonable cost incurred in attempting to sell an item that is not to be relocated.
• Purchase of substitute personal property. If an item of personal property, (which is used as part of a business or farm operation) is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
  (1) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
  (2) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage.
• Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual, reasonable expenses, not to exceed $2,500, which are incurred in searching for a replacement location, including: Transportation; meals and lodging away from home; time spent searching, obtaining permits, attending zoning hearings and negotiating the purchase or lease of a replacement site (based on reasonable salary or earnings); fees paid to a real estate agent or broker to locate a replacement site (exclusive of any fees or commissions related to the purchase of such sites).
• Low value/high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost
payment shall not exceed the lesser of: (1) the amount which would be received
if the property were sold at the site or (2) the replacement cost of a comparable
quantity delivered to the new business location. Examples include, but are not
limited to, stockpiled sand, gravel, minerals, metals and other similar items of
personal property as determined by the Agency.

In addition to the eligible expenses for moving personal property listed above, the
following items are also eligible moving expenses if the Agency determines they are
actual, reasonable and necessary:

- Connection to available nearby utilities from the right-of-way to improvements at
  the replacement site.
- Professional services (based on a reasonable Agency pre-approved hourly rate)
  performed prior to the purchase or lease of a replacement site to determine its
  suitability for the displaced person’s business operation including but not limited
to, soil testing, feasibility and marketing studies (excluding any fees or
  commissions directly related to the purchase or lease of such site).
- Impact fees or one time assessments for anticipated heavy utility usage.

The Agency will explain all eligible moving and related costs, as well as those which are
not eligible. You must be able to account for all costs that you incur; so keep all your
receipts. The Agency will inform you of the documentation needed to support your
claim.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you
prefer, you may have the Agency pay the mover. In either case, select your mover with
care. The Agency can help you select a reliable and reputable mover.

Also, keep the Agency informed about your moving plans. You must provide the
Agency reasonable advance written notice of the approximate date of the start of your
move or disposition of your personal property and an inventory of the items to be
moved. The Agency may agree to waive this requirement. You must permit the Agency
to make reasonable and timely inspections of the personal property at the old and new
locations and to monitor the move.

**What Is A Payment For Reestablishment Expenses?**

If you choose to receive a payment for your actual moving and related expenses, you
may also be eligible to receive a payment for reestablishment expenses, not to exceed
$25,000. Such expenses must be reasonable and necessary, as determined by the
Agency. They include, but are not limited to the following:

- Repairs or improvements to the replacement real property as required by
  Federal, State or local law, code or ordinance.
- Modifications to the replacement property to accommodate the business
  operation or make replacement structures suitable for conducting the business.
- Construction and installation costs for exterior signing to advertise the business.
• Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.
• Advertisement of replacement location.
• Estimated increased costs of operation during the first 2 years at the replacement site for such items as: Lease or rental charges; Personal or real property taxes; Insurance premiums; and Utility charges, excluding impact fees.
• Other items that the Agency considers essential to the reestablishment of the business.

What Is A Fixed Moving Payment (In Lieu Of Payment)?

Certain businesses, nonprofit organizations and farms are eligible to obtain a Fixed Moving Payment, “in lieu of” receiving a payment for Actual, Reasonable Moving and Related Expenses and a Payment for Reestablishment Expenses. The Fixed Payment for a business or farm operation is based on the average annual net earnings of the business or farm operation; the Fixed Payment for a nonprofit organization is based on average annual gross revenues less administrative expenses. A Fixed Payment will not be less than $1,000, nor more than $40,000. Check with the Agency to see if you are eligible for this payment option.

The Agency will inform you as to your eligibility for this payment and the documentation you must submit to support your claim.

Remember, when you elect to take this payment you are not entitled to reimbursement for any other moving or reestablishment expenses.

Must I File A Claim For A Relocation Payment?

Yes. You must file a claim for a relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation that you must submit in order to receive the payment.

All claims for relocation payments must be filed no later than 18 months after: For tenants, the date of your move. For owners, the later of (1) the date of your move or (2) the date of final payment for the acquisition of your property. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to consider extending this period.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified of the problem in writing and the action you must take to resolve the matter.

If you must pay any relocation expenses before you move, discuss your needs with the Agency. You should be able to obtain an advance payment. An advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.
Will I Have To Pay Rent To The Agency Before I Move?

If the Agency acquires your property, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

Do I Have To Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal tax advisor.

If I Don't Receive The Required Assistance, Can I Appeal?

Yes. If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, you may appeal the decision to the Agency. The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are not satisfied with the Agency's final decision on your appeal, you may seek review of the matter by the courts.

I Have More Questions. Who Will Answer Them?

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

(NOTE: Updated to incorporate MAP-21 statutory changes to the URA effective on 10/01/2014. Please note the current URA regulations of 49 CFR 24 will be revised in a future rule making to reflect MAP-21 changes. For additional information on MAP-21 changes to the URA for HUD programs and projects, refer to HUD Notice CPD-14-09 at the following website: http://portal.hud.gov/hudportal/documents/huddoc?id=14-09cpdn.pdf.)
Tab 22 – Architectural Drawings
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

Site Plan which:

- states the size of the site on its face;
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
- identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)); and
- identifies all Amenities.

Residential Building floor plans should include the following, building by building:

- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:

- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

Unit floor plans for each type of Unit:

- must include the square footage of each type of Unit; and
- must include floor plans for the accessible Units.

Elevations for each side of each building type which include:

- a percentage estimate of the exterior composition of each elevation; and
- roof pitch.

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
SITE PLAN

SITE AREA: 2.192 ACRES
NOT IN FLOOD PLAIN
NO PIPELINE EASEMENTS

1934 Rutland Site Plan notes
Parcel size is 2.192 acres
Parcel is not in the flood plain
Property will have 5 ADA accessible
parking spaces, with 1 of these
spaces a van accessible parking
space.

Amenity List:
SERVICE PROVIDER OFFICES
SECURED ENTRY
SECURITY CAMERAS
COMMUNITY LAUNDRY ROOMS
BICYCLE PARKING
FITNESS CENTER
RECYCLING SERVICE AND STORAGE
COMMUNITY DINING ROOM
BUSINESS CENTER
FURNISHED COMMUNITY ROOM
INTERIOR RESIDENT COURTYARD

PARKING SUMMARY TABLE

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<tr>
<th>MULTIFAMILY UNIT TYPE</th>
<th># OF UNITS</th>
<th>SPACES REQUIRED</th>
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<tbody>
<tr>
<td>EFFICIENCY*</td>
<td>135</td>
<td>1</td>
</tr>
<tr>
<td>STUDIO</td>
<td>135</td>
<td>**</td>
</tr>
<tr>
<td>TOTAL</td>
<td>135</td>
<td>135</td>
</tr>
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</table>

AFFORDABILITY UNLOCKED 100% REDUCTION PER ORD 2019/005-007
-135
TOTAL SPACES REQUIRED
8
ADA SPACES PROVIDED (1 VAN) 6
STANDARD SPACES PROVIDED (19)
98
TOTAL PARKING SPACES PROVIDED
107
BICYCLE PARKING REQUIRED (25-5 MINUTE) 5
BICYCLE PARKING PROVIDED (1 SUB-25 MINUTE) 20

* Other Uses Considered Accessory to Last Planning - No Parking Required
** Additional Bicycle Parking Provided to Comply with ADAARI Program Participation

UNIT MATRIX

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<tr>
<th>UNIT TYPE</th>
<th># OF UNITS</th>
<th>TOTALS</th>
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<tbody>
<tr>
<td>STUDIO</td>
<td>135</td>
<td>63,990 sqft</td>
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</tbody>
</table>

1. LOBBY
2. COMMUNITY ROOM
3. FITNESS
4. INTERIOR RESIDENT COURTYARD
5. COVERED BIKE STORAGE
6. SEE PAGE 2 FOR COMPLETE AMENITY LIST

ESPERO AUSTIN AT RUTLAND

RESIDENTIAL SPACE
COMMON SPACE
ACCESSIBLE ROUTE
## Unit Net Leasable Area Calculations

<table>
<thead>
<tr>
<th>Unit Design</th>
<th>Net SF Per Unit</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Unit Count</th>
<th>Total SF</th>
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<tbody>
<tr>
<td>Studio 474</td>
<td>(4) units to be HVI accessible shown on building plans</td>
<td>29</td>
<td>32</td>
<td>30</td>
<td>30</td>
<td>121</td>
<td>57,354</td>
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<tr>
<td>Accessible 474</td>
<td></td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>14</td>
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<tr>
<td>Total Area</td>
<td></td>
<td>14,694</td>
<td>17,064</td>
<td>16,116</td>
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## Non-Unit Net Area Calculations

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<tr>
<th>Name</th>
<th>Description</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Total SF</th>
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<tbody>
<tr>
<td>Amenity Area 7,269</td>
<td>Heated and Cooled, accessible to tenants</td>
<td>5,178</td>
<td>5,614</td>
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<tr>
<td>Service 233</td>
<td>Heated and Cooled, restricted to tenants</td>
<td>64</td>
<td>64</td>
<td>64</td>
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<td></td>
</tr>
<tr>
<td>Total Non-Unit Area</td>
<td></td>
<td>7,502</td>
<td>5,242</td>
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<td>Total Gross Area</td>
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<td>22,306</td>
<td>21,794</td>
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<tr>
<td>Efficiency Ratio</td>
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<td>73.2%</td>
<td>73.9%</td>
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<td>73.2%</td>
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## Conditioned Common Area Spaces Open to Residents

<table>
<thead>
<tr>
<th>Lobby/Business Center</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Total</th>
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<tbody>
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<td>Fitness</td>
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<td>394</td>
<td>394</td>
<td>394</td>
<td>1,240</td>
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<tr>
<td>Bathrooms</td>
<td>160</td>
<td>160</td>
<td></td>
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<td>160</td>
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<tr>
<td>Community Room</td>
<td>1,000</td>
<td>1,000</td>
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<td>Corridors</td>
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<td>4,391</td>
<td>4,071</td>
<td>4,149</td>
<td>16,199</td>
</tr>
<tr>
<td>Laundry</td>
<td>139</td>
<td>139</td>
<td>139</td>
<td></td>
<td>417</td>
</tr>
<tr>
<td>Leasing Office</td>
<td>182</td>
<td></td>
<td></td>
<td></td>
<td>182</td>
</tr>
<tr>
<td>Supportive Offices</td>
<td>393</td>
<td>420</td>
<td></td>
<td></td>
<td>813</td>
</tr>
<tr>
<td>Interior Resident Courtyard</td>
<td>3,637</td>
<td></td>
<td></td>
<td></td>
<td>3,637</td>
</tr>
<tr>
<td>Total Accessible Area</td>
<td>10,258</td>
<td>4,530</td>
<td>4,966</td>
<td>4,288</td>
<td>24,042</td>
</tr>
</tbody>
</table>

This total Accessible Conditioned Area Provides More Than 75sf Per Unit for Supportive Housing

## Conditioned Common Areas Spaces Restricted to tenants

<table>
<thead>
<tr>
<th>Elevator/Stairs</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical</td>
<td>64</td>
<td>64</td>
<td>64</td>
<td></td>
<td>192</td>
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<tr>
<td>Check In Office</td>
<td>80</td>
<td></td>
<td></td>
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<td>80</td>
</tr>
<tr>
<td>Sprinkler Room</td>
<td>59</td>
<td></td>
<td></td>
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<td>59</td>
</tr>
<tr>
<td>Utility</td>
<td>94</td>
<td></td>
<td></td>
<td></td>
<td>94</td>
</tr>
<tr>
<td>Total Restricted Area</td>
<td>881</td>
<td>712</td>
<td>712</td>
<td>712</td>
<td>3,017</td>
</tr>
</tbody>
</table>

---

**Espero Austin at Rutland**

**Unit and Building Matrix**

---

**The Vecino Group**

*Housing for the greater good.*
LEVEL 1 RENTABLE AREA

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>29</td>
<td>474</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>2</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>31</td>
<td></td>
</tr>
</tbody>
</table>

LEVEL 1 AREA SUMMARY

GROSS AREA: 22,196 sqft
NET RENTABLE: 14,694 sqft
COMMON NOT ACCESSIBLE: 881 sqft
COMMON ACCESSIBLE: 10,258 sqft

ESPERO AUSTIN AT RUTLAND
**LEVEL 2 RENTABLE AREA**

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>32</td>
<td>474</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>4</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>36</td>
<td>474</td>
</tr>
</tbody>
</table>

**LEVEL 2 AREA SUMMARY**

GROSS AREA: 22,306 sqft

NET RENTABLE: 17,064 sqft

COMMON NOT ACCESSIBLE: 712 sqft

COMMON ACCESSIBLE: 4530 sqft

**ESPERO AUSTIN AT RUTLAND**
### LEVEL 3 RENTABLE AREA

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>30</td>
<td>474</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>4</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>34</td>
<td></td>
</tr>
</tbody>
</table>

### LEVEL 3 AREA SUMMARY
- GROSS AREA: 21,794 sqft
- NET RENTABLE: 16,116 sqft
- COMMON NOT ACCESSIBLE: 712 sqft
- COMMON ACCESSIBLE: 4966 sqft

**ESPERO AUSTIN AT RUTLAND**
LEVEL 4 AREA SUMMARY
GROSS AREA: 21,116 sqft
NET RENTABLE: 16,116 sqft
COMMON NOT ACCESSIBLE: 712 sqft
COMMON ACCESSIBLE: 4288 sqft

LEVEL 4 RENTABLE AREA

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>30</td>
<td>14,220</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>4</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>34</td>
<td>16,116</td>
</tr>
</tbody>
</table>

ESPERO AUSTIN AT RUTLAND
LEVEL 1 RENTABLE AREA

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>29</td>
<td>474</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>2</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>31</td>
<td>14,694 sqft</td>
</tr>
</tbody>
</table>

SEE TABLE ON PAGE 2 FOR AREA AND UNIT SUMMARY

ESPERO AUSTIN AT RUTLAND
LEVEL 2 RENTABLE AREA

<table>
<thead>
<tr>
<th></th>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>32</td>
<td>474</td>
<td>15,168</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>4</td>
<td>474</td>
<td>1896</td>
</tr>
<tr>
<td>TOTAL</td>
<td>36</td>
<td></td>
<td>17,064 sqft</td>
</tr>
</tbody>
</table>

SEE TABLE ON PAGE 2 FOR AREA AND UNIT SUMMARY
LEVEL 3 RENTABLE AREA

<table>
<thead>
<tr>
<th># OF UNITS</th>
<th>UNIT AREA</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STUDIO</td>
<td>30</td>
<td>474</td>
</tr>
<tr>
<td>ACCESSIBLE</td>
<td>4</td>
<td>474</td>
</tr>
<tr>
<td>TOTAL</td>
<td>34</td>
<td></td>
</tr>
</tbody>
</table>

SEE TABLE ON PAGE 2 FOR AREA AND UNIT SUMMARY

ESPERO AUSTIN AT RUTLAND
### Level 4 Rentable Area

<table>
<thead>
<tr>
<th># of Units</th>
<th>Unit Area</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td></td>
<td>14,220 sqft</td>
</tr>
<tr>
<td>Accessible</td>
<td></td>
<td>474 sqft</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>16,116 sqft</td>
</tr>
</tbody>
</table>

See table on page 2 for area and unit summary.

---

**Level 4**

**Espiero Austin at Rutland**
ACCESSIBLE UNIT
474 SQFT.

ESPERO AUSTIN AT RUTLAND
SOUTH ELEVATION MATERIAL PERCENTAGE

- LAP SIDING - 61%
- DARK COLORED EIFS - 20%
- LIGHT COLORED EIFS - 5%
- STONE - 14%

SOUTH ELEVATION

ROOF SLOPE - 1/4:12

ESPERO AUSTIN AT RUTLAND
NORTH ELEVATION MATERIAL PERCENTAGE

- LAP SIDING - 88%
- DARK COLORED EIFS - 8%
- LIGHT COLORED EIFS - 2%
- STONE - 2%

NORTH ELEVATION
ROOF SLOPE - ⅛:12

ESPERO AUSTIN AT RUTLAND
WEST ELEVATION MATERIAL PERCENTAGE

LAP SIDING - 85%
DARK COLORED EIFS - 12%
LIGHT COLORED EIFS - 3%

EAST ELEVATION MATERIAL PERCENTAGE

LAP SIDING - 65%
DARK COLORED EIFS - 17%
LIGHT COLORED EIFS - 9%
STONE - 9%

ESPERO AUSTIN AT RUTLAND
ESPERO AUSTIN AT RUTLAND
SOUTH ELEVATION

ESPERO AUSTIN AT RUTLAND
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 23 – Specifications and Building/Unit Configuration
### Specifications and Amenities (check all that apply)

- **Building Configuration (Check all that apply):**
  - Single Family Construction
  - SRO
  - Transitional (per §42)(i)(III)
  - Duplex
  - Scattered Site
  - Fourplex
  - > 4 Units Per Building
  - Townhome

- **Development will have:**
  - Fire Sprinklers: **YES**
  - Elevators: **2**
  - # of Elevators: **3500**
  - Wt. Capacity: **Free Paid Free Paid**

- **Shed or Flat Roof:**
  - Carport Spaces: **Free Paid**
  - Detached Garage Spaces: **Free Paid**

- **Attached Garage Spaces:**
  - **63**

- **Uncovered Spaces:**
  - **83**

- **Structured Parking Garage Spaces:**
  - **100**

- **% Carpet/Vinyl/Resilient Flooring:**
  - **100%**

- **% Ceramic Tile:**
  - **n/a**

- **Upper Floor(s) Ceiling Height (Townhome Only):**
  - **8'**

- **% Other:**
  - **Describe:**

### Specified by Building/Unit Type Configuration

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Unit Label</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th># of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>1</td>
<td>a</td>
<td>0</td>
<td>1</td>
<td>474</td>
<td>135</td>
<td>63,990</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

- # of Units: 135
- Total Sq. Ft: 63,990

If a revised form is submitted, date of submission: 2/28/2020

### Common Area Square Footage (as specified on Architect Certification)

- Total development Common Area as specified on Architect Certification: **24,042**

**Note:**

In order to qualify for points under 10 TAC 611.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.

### Information below to be used by Supportive Housing Applicants only.

- **x** Total development Common Area as specified on Architect Certification: **24,042**

**Ensure that this number matches your architectural drawings.**

- **x** The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: **10,125**

The lesser of these two numbers added to NRA:

2/28/2020
Use this number to figure points under 11.9(e)(2)
Tab 23a – Accessible Mobility Units Calculation
**Accessible Mobility Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>135</td>
<td>5%</td>
<td>6.75</td>
<td>7</td>
<td>14</td>
</tr>
<tr>
<td>Studio 474 sq ft</td>
<td>135</td>
<td>5%</td>
<td>6.75</td>
<td>6.75</td>
<td>14</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
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<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>135</td>
<td></td>
<td>6.75</td>
<td>6.75</td>
<td>14</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include under "Units Proposed"*

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: __________________________
Signature

By: __________________________
Signature

February 27, 2020
Date

April 27, 2020
Firm Name (If applicable)
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 23b – Accessible Hearing/Visual Units Calculation
**Accessible Hearing/Visual Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>135</td>
<td>2%</td>
<td>2.7</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE:* If total is more than what is required, Applicant will select which to include under "Units Proposed"

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE:* Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ________________________________

Signature

February 27, 2020

Date

Bruce Adib-Yazdi

Printed Name

Vecino Design

Firm Name (If applicable)
Tab 23c – Accessible Parking Calculation
**Accessible Parking Calculation**

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional.

**Instructions for Submitting Accessible Parking Information**

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

**Accessible Parking for Facilities and Amenities**

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<table>
<thead>
<tr>
<th>Amenity: Office, etc.</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 0

2/27/2020
### Accessible Parking for Residential Units

Enter the information indicated below.

- **Total dwelling Units in the Development:**
- **Total surface parking spaces (including non-residential):**
- **Total carports (including non-residential):**
- **Total garages (including non-residential):**
- **Total parking spaces of all types:**

  Calculated from above: 0

- **Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):**

  Calculated on prior page: 0

- **Total of all types of parking spaces that serve dwelling units:**

  Calculated from above: 0

- **APSs for mobility accessible units (5% of unit count, if spaces are sufficient):**

  Calculated from above: 0

- **Parking spaces that serve dwelling units in excess of one per unit (if applicable):**

  Calculated from above: 0

- **APSs required in excess of one per mobility accessible unit:**

  Calculated from above: 0

- **Total APSs required (including dwelling units and facilities/amenities):**

  Calculated from above: 0

### Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

- **Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:** 3
- **Minimum number of carports that must be APSs:** 0
- **Number of garages that must be APSs:** 0

### APSs that Must Be Van Spaces

- **Total Van APSs required, including all types of spaces:**

  Calculated from above: 0

- **Minimum number of surface parking spaces that must be van APSs:**

  Calculated from above: 1

- **Minimum number of carports that must be van APSs:**

  Calculated from above: 0

- **Minimum number of garages that must be van APSs:**

  Calculated from above: 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

[Signature]

**February 27, 2020**

**Bruce Adib-Yazdi**

**Vecino Design**

**Date:**

**Firm Name (if applicable):**

2/27/2020
Tab 24- Rent Schedule
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>0</td>
<td>1.0</td>
<td>474</td>
<td>948</td>
<td>497</td>
<td>0</td>
<td>497</td>
<td>948</td>
<td>25</td>
<td>11,850</td>
<td>497</td>
<td>0</td>
<td>497</td>
</tr>
<tr>
<td>TC 30%</td>
<td>25</td>
<td>0</td>
<td>1.0</td>
<td>474</td>
<td>1474</td>
<td>497</td>
<td>0</td>
<td>497</td>
<td>1474</td>
<td>12,425</td>
<td>50,576</td>
<td>828</td>
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<tr>
<td>TC 50%</td>
<td>74</td>
<td>0</td>
<td>1.0</td>
<td>474</td>
<td>35,076</td>
<td>828</td>
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<td>828</td>
<td>35,076</td>
<td>61,272</td>
<td>161,166</td>
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<tr>
<td>TC 50% Caritas</td>
<td>34</td>
<td>0</td>
<td>1.0</td>
<td>474</td>
<td>16,116</td>
<td>828</td>
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<td>828</td>
<td>16,116</td>
<td>28,152</td>
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</tbody>
</table>

**TOTAL**                                        | 135       | 63,990            | 104,736           |

**Non Rental Income** $14.02 per unit/month for:  
- App fees, laundry, vending: $1,893

**TOTAL NONRENTAL INCOME** $14.02 per unit/month: $1,893

**POTENTIAL GROSS MONTHLY INCOME** = $104,736

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (7,855)

- Rental Concessions (enter as a negative number): Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME** = $96,881

**x 12 = EFFECTIVE GROSS ANNUAL INCOME** = $1,162,570

If a revised form is submitted, date of submission: 2/27/2020
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING</strong></td>
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</tr>
<tr>
<td>TC20%</td>
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<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>20%</td>
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<tr>
<td>TC40%</td>
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</tr>
<tr>
<td>TC50%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TAX CREDITS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>135</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>135</td>
<td></td>
</tr>
<tr>
<td><strong>DIRECT LOAN (NHTF)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF30%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>NHTF Li Total</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>MORTGAGE REVENUE</strong></td>
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<td></td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
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<td>MRB40%</td>
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<td>MRB50%</td>
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<tr>
<td>MRB80%</td>
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<td>0</td>
</tr>
<tr>
<td><strong>BOND</strong></td>
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<td></td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
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<tr>
<td>MRBMR Total</td>
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<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
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<td>0</td>
</tr>
<tr>
<td><strong>DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)</strong></td>
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<td></td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>OTHER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total OT Units</td>
<td>34</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td>135</td>
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<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ACQUISITION + HARD</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq. Ft</td>
<td>$151.63</td>
<td></td>
</tr>
</tbody>
</table>

**DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.**
Tab 25 – Utility Allowances
### Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 6.00</td>
<td>$ 7</td>
<td>$ 9</td>
<td>$ 11</td>
<td>$ 12</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Cooking</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 3.00</td>
<td>$ 4</td>
<td>$ 5</td>
<td>$ 7</td>
<td>$ 9</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 22.00</td>
<td>$ 24</td>
<td>$ 30</td>
<td>$ 35</td>
<td>$ 41</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 10.00</td>
<td>$ 11</td>
<td>$ 16</td>
<td>$ 20</td>
<td>$ 25</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 7.00</td>
<td>$ 8</td>
<td>$ 11</td>
<td>$ 13</td>
<td>$ 15</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 37.00</td>
<td>$ 38</td>
<td>$ 45</td>
<td>$ 53</td>
<td>$ 60</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td>Electric</td>
<td>$ 69.00</td>
<td>$ 71</td>
<td>$ 84</td>
<td>$ 97</td>
<td>$ 111</td>
<td>HACA 1/2019 Update</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>$ 29.00</td>
<td>$ 29</td>
<td>$ 29</td>
<td>$ 30</td>
<td>$ 30</td>
<td>HACA 1/2019 Update</td>
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<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/2020

Other (Describe)

Supportive Housing - all bills paid by landlord

2/28/2020
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Housing Authority of the City of Austin, TX  
**Unit Type:** Multi-Family (Elevator)

### Monthly Dollar Allowances

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$0.00</td>
<td>$9.00</td>
<td>$10.00</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$13.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$6.00</td>
<td>$7.00</td>
<td>$9.00</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$14.00</td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
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<td>$2.00</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$7.00</td>
<td>$9.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric &amp; Cooling</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric (Lights &amp; Appliances) (Includes Monthly Charge)</td>
<td>$22.00</td>
<td>$24.00</td>
<td>$30.00</td>
<td>$35.00</td>
<td>$41.00</td>
<td>$46.00</td>
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<tr>
<td>Air Conditioning</td>
<td>$10.00</td>
<td>$11.00</td>
<td>$16.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$29.00</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
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<td>$4.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$7.00</td>
<td>$8.00</td>
<td>$11.00</td>
<td>$13.00</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>c. Electric</td>
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<td></td>
</tr>
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<td>d. Oil / Other</td>
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<td><strong>Water, Sewer, Trash Collection</strong></td>
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<td>Water</td>
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<td>$38.00</td>
<td>$45.00</td>
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<td>$111.00</td>
<td>$124.00</td>
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<td>$29.00</td>
<td>$29.00</td>
<td>$30.00</td>
<td>$30.00</td>
<td>$36.00</td>
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<td><strong>Tenant-supplied Appliances</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
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<tr>
<td><strong>Other--specify: Monthly Charges</strong></td>
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<tr>
<td>Natural Gas Charge</td>
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<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
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</table>

### Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

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<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cooking</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$0.00</td>
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<tr>
<td>Water Heating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Water</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sewer</td>
<td>$0.00</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tenant-supplied Appliances</td>
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<tr>
<td>Range / Microwave</td>
<td>$0.00</td>
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<tr>
<td>Refrigerator</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
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</table>

### Supportive Housing - All Bills Paid By Landlord

The Nelrod Company 1/2019 Update  
adapted from form HUD-52667
Tab 26 – Annual Operating Expenses
### ANNUAL OPERATING EXPENSES

**General & Administrative Expenses**

<table>
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<th>Category</th>
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<td>Legal fees</td>
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<td>Leased equipment</td>
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<tr>
<td>Postage &amp; office supplies</td>
<td>$5,145</td>
</tr>
<tr>
<td>Telephone</td>
<td>$13,073</td>
</tr>
<tr>
<td>Other                   dues, fees, licenses</td>
<td>$11,645</td>
</tr>
<tr>
<td>Other                   employee engagement, training, uniforms</td>
<td>$3,550</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$57,365</strong></td>
</tr>
</tbody>
</table>

**Management Fee:** 5.00% of Effective Gross Income = $58,128

**Payroll, Payroll Tax & Employee Benefits**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Management</td>
<td>$150,120</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$75,029</td>
</tr>
<tr>
<td>Other                   payroll taxes</td>
<td>$13,600</td>
</tr>
<tr>
<td>Other                   employee benefits</td>
<td>$32,000</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$270,749</strong></td>
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</tbody>
</table>

**Repairs & Maintenance**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Elevator</td>
<td>$4,280</td>
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<tr>
<td>Exterminating</td>
<td>$5,701</td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,449</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$3,491</td>
</tr>
<tr>
<td>Repairs</td>
<td>$23,017</td>
</tr>
<tr>
<td>Pool</td>
<td>$0</td>
</tr>
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<td>Other Janitorial Contract</td>
<td>$35,930</td>
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<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$82,868</strong></td>
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</table>

**Utilities (Enter Only Property Paid Expense)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Electric comparables</td>
<td>$65,860</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash comparables</td>
<td>$11,843</td>
</tr>
<tr>
<td>Water/Sewer comparables</td>
<td>$34,061</td>
</tr>
<tr>
<td>Other describe</td>
<td>$0</td>
</tr>
<tr>
<td>Other describe</td>
<td>$0</td>
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<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$111,764</strong></td>
</tr>
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**Annual Property Insurance:** Rate per net rentable square foot = $0.86 $55,000

**Property Taxes:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Published Capitalization Rate: 8.25% Source: Travis CAD</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$51,118</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$51,118</strong></td>
</tr>
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</table>

**Reserve for Replacements:** Annual reserves per unit = $250 $33,750

**Other Expenses**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$20,500</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$5,400</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other describe</td>
<td>$0</td>
</tr>
<tr>
<td>Other describe</td>
<td>$0</td>
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<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$33,400</strong></td>
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</tbody>
</table>

**TOTAL ANNUAL EXPENSES** Expense per unit = $5586 $754,142 Expense to Income Ratio: 64.87%

**NET OPERATING INCOME (before debt service):** $408,428

**Annual Debt Service**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>First Mortgage Lender</td>
<td>$305,935</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE:</strong></td>
<td><strong>$305,935</strong></td>
</tr>
</tbody>
</table>

**NET CASH FLOW:** $102,493
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 27 – 15 Year Pro Forma
## INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>SECONDARY INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>PROVISION FOR VACANCY &amp; COLLECTION LOSS</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,234,116</td>
<td>$22,716</td>
<td>$1,256,832</td>
<td>($94,262)</td>
<td>$1,162,570</td>
</tr>
<tr>
<td>2</td>
<td>$1,258,798</td>
<td>$23,170</td>
<td>$1,281,969</td>
<td>($96,148)</td>
<td>$1,185,821</td>
</tr>
<tr>
<td>3</td>
<td>$1,283,974</td>
<td>$23,634</td>
<td>$1,307,608</td>
<td>($98,071)</td>
<td>$1,209,537</td>
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<tr>
<td>4</td>
<td>$1,309,654</td>
<td>$24,106</td>
<td>$1,333,760</td>
<td>($100,032)</td>
<td>$1,233,728</td>
</tr>
<tr>
<td>5</td>
<td>$1,335,847</td>
<td>$24,589</td>
<td>$1,360,435</td>
<td>($102,033)</td>
<td>$1,258,403</td>
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<tr>
<td>10</td>
<td>$1,474,883</td>
<td>$27,148</td>
<td>$1,502,031</td>
<td>($112,652)</td>
<td>$1,389,378</td>
</tr>
<tr>
<td>15</td>
<td>$1,628,390</td>
<td>$29,973</td>
<td>$1,658,363</td>
<td>($124,377)</td>
<td>$1,533,986</td>
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</tbody>
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## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>GENERAL &amp; ADMINISTRATIVE EXPENSES</th>
<th>MANAGEMENT FEE</th>
<th>PAYROLL, PAYROLL TAX &amp; EMPLOYEE BENEFITS</th>
<th>REPAIRS &amp; MAINTENANCE</th>
<th>ELECTRIC &amp; GAS UTILITIES</th>
<th>WATER, SEWER &amp; TRASH UTILITIES</th>
<th>ANNUAL PROPERTY INSURANCE PREMIUMS</th>
<th>PROPERTY TAX</th>
<th>RESERVE FOR REPLACEMENTS</th>
<th>OTHER EXPENSES</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$57,365</td>
<td>$58,128</td>
<td>$270,749</td>
<td>$82,868</td>
<td>$65,860</td>
<td>$45,904</td>
<td>$55,000</td>
<td>$51,118</td>
<td>$33,750</td>
<td>$33,400</td>
<td>$754,142</td>
<td>$408,428</td>
</tr>
<tr>
<td>YEAR 2</td>
<td>$59,086</td>
<td>$59,291</td>
<td>$278,871</td>
<td>$85,354</td>
<td>$67,836</td>
<td>$47,281</td>
<td>$56,650</td>
<td>$52,652</td>
<td>$34,763</td>
<td>$34,402</td>
<td>$776,185</td>
<td>$409,636</td>
</tr>
<tr>
<td>YEAR 3</td>
<td>$60,859</td>
<td>$60,476</td>
<td>$287,238</td>
<td>$87,915</td>
<td>$69,871</td>
<td>$48,700</td>
<td>$58,350</td>
<td>$54,231</td>
<td>$35,805</td>
<td>$35,434</td>
<td>$798,878</td>
<td>$410,660</td>
</tr>
<tr>
<td>YEAR 4</td>
<td>$62,684</td>
<td>$61,686</td>
<td>$295,855</td>
<td>$90,552</td>
<td>$71,967</td>
<td>$50,161</td>
<td>$60,100</td>
<td>$55,858</td>
<td>$36,880</td>
<td>$36,497</td>
<td>$822,239</td>
<td>$411,489</td>
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<tr>
<td>YEAR 5</td>
<td>$64,565</td>
<td>$62,920</td>
<td>$304,730</td>
<td>$93,269</td>
<td>$74,126</td>
<td>$51,665</td>
<td>$61,903</td>
<td>$57,534</td>
<td>$37,986</td>
<td>$37,592</td>
<td>$846,290</td>
<td>$412,113</td>
</tr>
<tr>
<td>YEAR 10</td>
<td>$74,848</td>
<td>$69,468</td>
<td>$353,266</td>
<td>$93,269</td>
<td>$85,932</td>
<td>$59,894</td>
<td>$71,763</td>
<td>$66,697</td>
<td>$44,036</td>
<td>$43,579</td>
<td>$977,609</td>
<td>$411,770</td>
</tr>
<tr>
<td>YEAR 15</td>
<td>$86,770</td>
<td>$76,699</td>
<td>$409,532</td>
<td>$108,124</td>
<td>$99,912</td>
<td>$69,434</td>
<td>$83,192</td>
<td>$77,321</td>
<td>$51,050</td>
<td>$50,520</td>
<td>$1,129,482</td>
<td>$404,504</td>
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</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,835</td>
<td>$98,569</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,835</td>
<td>$98,569</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$102,493</td>
<td>$206,194</td>
<td>$310,918</td>
<td>$416,472</td>
<td>$522,651</td>
<td>$1,052,682</td>
<td>$1,563,690</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.34</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
<td>1.32</td>
</tr>
<tr>
<td>Developer Fee Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
<td></td>
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<tr>
<td>Other (Describe)</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)
**15 Year Rental Housing Operating Pro Forma (All Programs)**

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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,116</td>
<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,335,847</td>
<td>$1,374,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,716</td>
<td>$23,170</td>
<td>$23,634</td>
<td>$24,106</td>
<td>$24,589</td>
<td>$27,148</td>
<td>$29,973</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,256,832</td>
<td>$1,281,969</td>
<td>$1,307,608</td>
<td>$1,333,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
<td>($102,033)</td>
<td>($112,652)</td>
<td>($124,377)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
<td>$1,233,728</td>
<td>$1,258,403</td>
<td>$1,389,378</td>
<td>$1,533,986</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$57,365</td>
<td>$59,086</td>
<td>$60,859</td>
<td>$62,684</td>
<td>$64,565</td>
<td>$74,848</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$58,128</td>
<td>$59,291</td>
<td>$60,476</td>
<td>$61,686</td>
<td>$62,920</td>
<td>$69,468</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$270,749</td>
<td>$278,871</td>
<td>$287,238</td>
<td>$295,855</td>
<td>$304,730</td>
<td>$353,266</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$82,868</td>
<td>$85,354</td>
<td>$87,915</td>
<td>$90,552</td>
<td>$93,269</td>
<td>$108,124</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$65,860</td>
<td>$67,836</td>
<td>$69,871</td>
<td>$71,967</td>
<td>$74,126</td>
<td>$85,932</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,904</td>
<td>$47,281</td>
<td>$48,700</td>
<td>$50,161</td>
<td>$51,665</td>
<td>$59,894</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$51,118</td>
<td>$52,652</td>
<td>$54,231</td>
<td>$55,858</td>
<td>$57,534</td>
<td>$66,697</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$33,750</td>
<td>$34,763</td>
<td>$35,805</td>
<td>$36,880</td>
<td>$37,986</td>
<td>$44,036</td>
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<tr>
<td>Other Expenses</td>
<td>$33,400</td>
<td>$34,402</td>
<td>$35,434</td>
<td>$36,497</td>
<td>$37,592</td>
<td>$43,579</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,142</td>
<td>$774,185</td>
<td>$798,878</td>
<td>$822,239</td>
<td>$846,290</td>
<td>$977,609</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$408,428</td>
<td>$409,636</td>
<td>$410,660</td>
<td>$411,489</td>
<td>$412,113</td>
<td>$411,770</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
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<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,835</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$102,493</td>
<td>$206,194</td>
<td>$310,918</td>
<td>$416,472</td>
<td>$522,651</td>
<td>$522,682</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.34</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
</tr>
<tr>
<td>Developer Fee Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Robert G. McLain
Printed Name
February 27, 2020
Date

Phone: 314-566-4792
Email: robert.mclain@m1bank.net

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission:

2/27/2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,116</td>
<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,335,847</td>
<td>$1,474,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,716</td>
<td>$23,170</td>
<td>$23,634</td>
<td>$24,106</td>
<td>$24,589</td>
<td>$27,148</td>
<td>$29,973</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,256,832</td>
<td>$1,281,969</td>
<td>$1,307,608</td>
<td>$1,333,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
<td>($102,033)</td>
<td>($112,652)</td>
<td>($124,377)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
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<td>$1,258,403</td>
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<td>$1,533,986</td>
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### EXPENSES

<p>| | | | | | | | |</p>
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<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$57,365</td>
<td>$59,086</td>
<td>$60,859</td>
<td>$62,684</td>
<td>$64,565</td>
<td>$74,848</td>
<td>$86,770</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$58,128</td>
<td>$59,291</td>
<td>$60,476</td>
<td>$61,686</td>
<td>$62,920</td>
<td>$69,468</td>
<td>$76,699</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$270,749</td>
<td>$278,871</td>
<td>$287,238</td>
<td>$295,855</td>
<td>$304,730</td>
<td>$353,266</td>
<td>$409,532</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$85,354</td>
<td>$87,915</td>
<td>$90,552</td>
<td>$93,269</td>
<td>$108,124</td>
<td>$125,345</td>
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<td>$65,860</td>
<td>$67,836</td>
<td>$69,871</td>
<td>$71,967</td>
<td>$74,126</td>
<td>$85,932</td>
<td>$99,619</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,904</td>
<td>$47,281</td>
<td>$48,700</td>
<td>$50,161</td>
<td>$51,665</td>
<td>$59,894</td>
<td>$69,434</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
<td>$83,192</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$51,118</td>
<td>$52,652</td>
<td>$54,231</td>
<td>$55,858</td>
<td>$57,534</td>
<td>$66,697</td>
<td>$77,321</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$33,750</td>
<td>$34,763</td>
<td>$35,805</td>
<td>$36,880</td>
<td>$37,986</td>
<td>$44,036</td>
<td>$51,050</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$33,400</td>
<td>$34,402</td>
<td>$35,434</td>
<td>$36,497</td>
<td>$37,592</td>
<td>$43,579</td>
<td>$50,520</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,142</td>
<td>$776,185</td>
<td>$798,878</td>
<td>$822,239</td>
<td>$846,290</td>
<td>$977,609</td>
<td>$1,129,482</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$408,428</td>
<td>$409,636</td>
<td>$410,660</td>
<td>$411,489</td>
<td>$412,113</td>
<td>$413,770</td>
<td>$404,504</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,853</td>
<td>$98,569</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$102,493</td>
<td>$206,194</td>
<td>$310,918</td>
<td>$416,472</td>
<td>$522,651</td>
<td>$1,052,682</td>
<td>$1,563,690</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.34</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
<td>1.32</td>
</tr>
<tr>
<td>Developer Fee Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(3) relating to Financial Feasibility)

---

**Signature, Authorized Representative, Construction or Permanent Lender**

[Signature]

**Printed Name**

[Name]

**Phone:**

 telephone number

**Email:**

 email address

---

**Signature, Authorized Representative, Syndicator**

[Signature]

**Printed Name**

[Name]

**Date:**

02/22/2020

---

If a revised form is submitted, date of submission: 2/27/2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

A 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 7% 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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,116</td>
<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,335,847</td>
<td>$1,474,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>condary Income</td>
<td>$22,716</td>
<td>$23,170</td>
<td>$23,634</td>
<td>$24,106</td>
<td>$24,589</td>
<td>$27,148</td>
<td>$29,773</td>
</tr>
<tr>
<td>TENTIAL GROSS ANNUAL INCOME</td>
<td>$1,256,832</td>
<td>$1,281,969</td>
<td>$1,307,608</td>
<td>$1,333,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
</tr>
<tr>
<td>ession for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
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<td>($124,377)</td>
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<tr>
<td>al Concessions</td>
<td>$0</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>FECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
<td>$1,233,728</td>
<td>$1,258,403</td>
<td>$1,389,378</td>
<td>$1,533,986</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $57,365 | $59,086 | $60,859 | $62,684 | $64,565 | $74,848 | $86,770 |
| anagement Fee | $58,128 | $59,291 | $60,476 | $61,686 | $62,920 | $69,468 | $76,699 |
| roll, Payroll Tax & Employee Benefits | $270,749 | $278,871 | $287,238 | $295,855 | $304,730 | $353,266 | $409,532 |
| iers & Maintenance | $82,868 | $85,354 | $87,915 | $90,552 | $93,769 | $108,124 | $125,345 |
| lectric & Gas Utilities | $65,860 | $67,836 | $69,871 | $71,976 | $74,126 | $85,932 | $99,619 |
| at, Sewer & Trash Utilities | $45,904 | $47,281 | $48,700 | $50,161 | $51,665 | $59,894 | $69,434 |
| ural Property Insurance Premiums | $55,000 | $56,650 | $58,350 | $60,100 | $61,903 | $71,763 | $83,192 |
| roperty Tax | $50,118 | $52,652 | $54,231 | $55,858 | $57,534 | $66,697 | $77,321 |
| her Expenses | $33,400 | $34,402 | $35,434 | $36,497 | $37,966 | $43,579 | $50,520 |
| ATUAL ANNUAL EXPENSES | $754,142 | $776,185 | $798,878 | $822,739 | $846,290 | $977,609 | $1,129,482 |
| T OPERATING INCOME | $408,428 | $409,636 | $410,660 | $411,489 | $412,113 | $411,770 | $404,504 |

| DEBT SERVICE | | | | | | | |
| 1st Deed of Trust Annual Loan Payment | $305,335 | $305,935 | $305,935 | $305,935 | $305,935 | $305,935 | $305,935 |
| 2nd Deed of Trust Annual Loan Payment | | | | | | | |
| 3rd Deed of Trust Annual Loan Payment | | | | | | | |
| her Annual Required Payment | | | | | | | |
| her Annual Required Payment | | | | | | | |
| TTUAL NET CASH FLOW | $102,493 | $103,701 | $104,725 | $105,554 | $106,178 | $105,835 | $98,569 |
| IMULTIVE NET CASH FLOW | $102,493 | $206,194 | $310,918 | $416,472 | $522,051 | $1,052,682 | $1,563,690 |
| Debt Coverage Ratio | 1.34 | 1.34 | 1.34 | 1.35 | 1.35 | 1.35 | 1.32 |
| veloper Fee Payment | $107,403 | $103,701 | $104,725 | $105,554 | $106,178 | $5,317 | |
| her (Describe) | | | | | | | |

Signatures below are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)1 relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

James May
Printed Name
2/28/10

Phone: (512) 929-7192
Email: James.may@AustinTexas.gov

Signature, Authorized Representative, Syndicator

Name of Person
Printed Name
Date

If a revised form is submitted, date of submission: 2/27/21
Tab 28 – Offsite Costs Breakdown
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Seal

2/28/2020
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Columns A and C:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

*For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEMOLITION</td>
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<td>$115,000.00</td>
<td></td>
<td>$115,000.00</td>
<td>$115,000.00</td>
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<tr>
<td>ROUGH GRADING</td>
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<td>$246,000.00</td>
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<td>$246,000.00</td>
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<tr>
<td>FINE GRADING</td>
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<td>$94,000.00</td>
<td></td>
<td>$94,000.00</td>
<td>$94,000.00</td>
</tr>
<tr>
<td>ON-SITE ELECTRICAL &amp; LIGHTING</td>
<td>$174,000.00</td>
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<td>ON-SITE WET UTILITIES</td>
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<tr>
<td>ON-SITE PAVING</td>
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<td>$158,000.00</td>
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<tr>
<td>ON-SITE CONCRETE</td>
<td>$197,000.00</td>
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<td>$197,000.00</td>
<td></td>
<td>$197,000.00</td>
<td>$197,000.00</td>
</tr>
<tr>
<td>BUMPERS, STRIPING &amp; SIGNAGE</td>
<td>$39,000.00</td>
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<td>$39,000.00</td>
<td></td>
<td>$39,000.00</td>
<td>$39,000.00</td>
</tr>
<tr>
<td>COA REQUIRED STREETSCAPE</td>
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<td>$115,000.00</td>
<td></td>
<td>$115,000.00</td>
<td>$115,000.00</td>
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<td>DETENTION, STORM</td>
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<td>$296,000.00</td>
</tr>
<tr>
<td>WATER QUALITY</td>
<td>$84,000.00</td>
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<td>$84,000.00</td>
<td></td>
<td>$84,000.00</td>
<td>$84,000.00</td>
</tr>
<tr>
<td>OTHER - MOBILIZATION</td>
<td>$55,000.00</td>
<td>1</td>
<td>$55,000.00</td>
<td></td>
<td>$55,000.00</td>
<td>$55,000.00</td>
</tr>
</tbody>
</table>

Total: $1,769,750

**Signature of Registered Engineer**

**Firm # F-15324**

Scott M. Wuest, P.E.  
Printed Name

Date: 26-Feb-20

If a revised form is submitted, date of submission: 2/26/20

2/26/20
Tab 30 – Development Cost Schedule
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below.

<table>
<thead>
<tr>
<th>Total DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
</tbody>
</table>

#### ACQUISITION
- Site acquisition cost: $5,600,000
- Existing building acquisition cost: $168,000
- Closing costs & acq. legal fees
- Broker Commission: $168,000
- Other (specify) - see footnote 1

**Subtotal Acquisition Cost**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,768,000</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### OFF-SITES
- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

**Subtotal Off-Sites Cost**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### SITE WORK
- Demolition: $115,000
- Asbestos Abatement (Demolition Only)
- Detention: $296,000
- Rough grading: $246,000
- Fine grading: $94,000
- On-site concrete: $197,000
- On-site electrical: $174,000
- On-site paving: $158,000
- On-site utilities: $196,750
- Decorative masonry
- Bumper stops, striping & signs: $39,000
- COA required streetscape, water quality & mobilization

**Subtotal Site Work Cost**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,769,750</td>
<td>$0</td>
<td>$1,654,750</td>
</tr>
</tbody>
</table>

#### SITE AMENITIES
- Landscaping: $125,000
- Pool and decking
- Athletic court(s), playground(s)
- Fencing: $25,000
- Other (specify) - see footnote 1

**Subtotal Site Amenities Cost**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

---

2/28/2020

All OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).
### BUILDING COSTS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>537,712</td>
<td>537,712</td>
</tr>
<tr>
<td>Masonry</td>
<td>356,810</td>
<td>356,810</td>
</tr>
<tr>
<td>Metals</td>
<td>46,250</td>
<td>46,250</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,930,577</td>
<td>1,930,577</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>740,509</td>
<td>740,509</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>316,740</td>
<td>316,740</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>470,475</td>
<td>470,475</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,835,317</td>
<td>1,835,317</td>
</tr>
<tr>
<td>Specialties</td>
<td>147,065</td>
<td>147,065</td>
</tr>
<tr>
<td>Equipment</td>
<td>479,640</td>
<td>479,640</td>
</tr>
<tr>
<td>Furnishings</td>
<td>18,600</td>
<td>18,600</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>240,000</td>
<td>240,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>2,542,731</td>
<td>2,542,731</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,187,574</td>
<td>1,187,574</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Subtotal Building Costs Before 11.9(e)(2)

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10,850,000</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Voluntary Eligible Building Costs (After 11.9(e)(2))

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$81.90 psf</td>
<td>$6,070,019</td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including site amenities)</td>
<td>$12,769,750</td>
<td>0</td>
</tr>
</tbody>
</table>

**Contingency**

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00%</td>
<td>$638,488</td>
<td>$638,488</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>THC</th>
<th>Cost</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.99%</td>
<td>803,153</td>
<td>509,944</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.99%</td>
<td>266,824</td>
<td>169,414</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>5.99%</td>
<td>803,153</td>
<td>509,944</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>THC</th>
<th>Cost</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$1,873,131</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 11.9(e)(2)</td>
<td>$15,281,368</td>
<td>0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00 psf</td>
<td></td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

2/28/2020
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>$611,255</td>
<td>$611,255</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>$229,221</td>
<td>$229,221</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>$110,000</td>
<td>$110,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>$55,000</td>
<td>$55,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>$376,090</td>
<td>$376,090</td>
</tr>
<tr>
<td>Appraisal</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>$20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Survey</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>$141,414</td>
<td>$141,414</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>$450,000</td>
<td></td>
</tr>
<tr>
<td>Civil Feasibility Report</td>
<td>$11,600</td>
<td>$11,600</td>
</tr>
<tr>
<td>Unit and Common Area Furnishings</td>
<td>$280,125</td>
<td>$280,125</td>
</tr>
<tr>
<td>Green Consultant/Mat Testing/Submetering</td>
<td>$105,000</td>
<td>$105,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,510,204</td>
</tr>
</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>$840,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>$105,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>$80,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>$40,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>$20,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>$42,198</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>$25,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>$25,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
</tr>
</tbody>
</table>

Note: please note there are 10 businesses on-site.
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>34,800</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>191,017</td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,403,015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>90,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,045,000</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>12.19%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>80,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>353,359</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$433,359</td>
</tr>
</tbody>
</table>

**Any existing reserve amounts should be listed on the Schedule of Sources.**

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,403,015</td>
</tr>
<tr>
<td><strong>DEVELOPER FEES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,135,000</td>
</tr>
<tr>
<td><strong>RESERVES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$433,359</td>
</tr>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>$27,530,947</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$18,854,891</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td></td>
</tr>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td>$1,696,940</td>
</tr>
<tr>
<td><strong>Requested Score for 11.9(e)(2)</strong></td>
<td>12</td>
</tr>
</tbody>
</table>

**11.9(c)(2) Cost Per Square Foot: DO NOT ROUND!** Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

**Name of contact for Cost Estimate:** Mike Willemsen

**Phone Number for Contact:** (518) 514-8119

2/28/2020
Tab 31 – Financing Narrative and Summary of Sources and Uses
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>M1 Bank</td>
<td>Conventional Loan</td>
<td>$10,500,000</td>
<td>6.00%</td>
<td>$4,219,883</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>$6,500,000</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston Financial</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$6,748,650</td>
<td>$13,497,300</td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
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<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin Fee Waivers</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$116,399</td>
<td>$116,399</td>
<td></td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
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<tr>
<th>Financing Participants</th>
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<th>Lien Position</th>
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<tr>
<td>Caritas of Austin/Vecino Bond Group</td>
<td></td>
<td>$1,515,898</td>
<td>$1,047,365</td>
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</tr>
</tbody>
</table>

### Other

<table>
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<td>City of Austin Fee Waivers</td>
<td>Direct Loan Match</td>
<td>$150,000</td>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

|                      |                    |                    |                  | Total Sources of Funds | $27,530,947 |

### Total Uses of Funds

|                      |                    |                    |                  | Total Uses of Funds    | $27,530,947 |
### INSTRUCTIONS
Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Please see attached Financing Narrative.

---

**Replacement reserves of $250k per unit are included in the operating budget.**

---

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Espero Austin at Rutland is a proposed Supportive Housing development where the primary resident demographic will be individuals living with extremely low incomes. The project will pair high-quality housing with deeply supportive services and will target persons exiting homelessness. The goal is to keep rents at the property as low as possible. We will do this through a combination of Project-Based vouchers (contract after award), tenant-based vouchers, and partnerships with fellow social service agencies. Caritas of Austin has capitalized and approved an Operating Subsidy Agreement for Espero Austin at Rutland in an amount sufficient to pay for the operational costs of 34 units (25% of the total units) in the first year and increasing 4% thereafter. Please see Financing Narrative for additional details.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

**Signature, Authorized Representative, Construction or Permanent Lender**

---

**Printed Name**

---

**Date**

---

**Telephone:**

---

**Email address:**

---

**If a revised form is submitted, date of submission:**

---

2/27/2020
Construction Sources and Uses
The construction funding sources include a construction loan from M1 Bank in the amount of $10,500,000, a Multifamily Direct Loan (Soft Repayable) in the amount of $2,000,000, investor equity in the amount of $6,748,650 a loan from the Austin Housing Finance Corporation (City of Austin) in the amount of $6,500,000, City of Austin fee waivers in the amount of $266,399 (with $150,000 being used as MFLDL match) and a pledged deferred developer fee in the amount of $1,515,898.

The construction loan from M1 Bank will carry an interest rate of 6.00% and will require interest-only payments during the construction period. Construction loan interest, assuming the loan is fully drawn for in one year, will be approximately $630,000. The letter confirming the rates and terms of the construction loan is included in the application.

Equity will be advanced from Boston Financial in the estimated amount of $13,497,300 with 50% of this amount disbursed during the construction phase. The exact amount may be adjusted based on adjusters to be defined in the partnership agreement. The syndication proceeds are to be based on $0.90 per dollar of tax credits and a projected tax credit allocation of $1,500,000. This equity letter of intent is enclosed in the application.

The developer has applied for $6,500,000 in funding from the Austin Housing Finance Corporation (City of Austin). The source of the funds is general obligation bond funding administered through the City’s Rental Housing Developer Assistance program that is not Federal. Please find attached proof of application. 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.

The developer is simultaneously applying for $2,000,000 in TDHCA Multifamily Direct Loan funding under the Supportive Housing/Soft Repayment Set-Aside as part of this HTC application. Term of the loan will be for 40 years at zero percent interest. Repayment of the loan will be payable from surplus cash flow and/or deferred on a yearly basis and payable at the end of the loan period contingent upon compliance with the loan agreement. It is the preference for this loan to be structured as a pass-through loan that will be forgiven at the end of the loan period.

The City of Austin is making a commitment of Development Funding by a Local Political Subdivision in the form of reduced permit fees. The total amount of City fees estimated for the project is $376,090. Of those fees, $266,399 are eligible to be waived by the City. Please see attached commitment letter from the City of Austin detailing their commitment to the fee waivers.

In addition, the developer will defer approximately $1,515,898 of the developer fee during the construction period.

Permanent Sources and Uses
The total equity available from Boston Financial as a permanent source of funding will be $13,497,300.
The permanent loan from M1 Bank will be in the amount of $4,219,883 with a 6.50% rate, a 15 year term and 35 year amortization. The Austin Housing Finance Corporation loan (City of Austin) in the amount of $6,500,000 will be a source of permanent financing, with no payments of principal or interest required as long as the property continues to satisfy the affordability restrictions.

The developer is simultaneously applying for $2,000,000 in TDHCA Multifamily Direct Loan funding under the Supportive Housing/Soft Repayment Set-Aside as part of this HTC application. Term of the loan will be for 40 years at zero percent interest. Repayment of the loan will be through surplus cash flow and/or deferred on a yearly basis and payable at the end of the loan period contingent upon compliance with the loan agreement. As Supportive Housing, it is the preference for this loan to be forgivable.

The City of Austin is making a commitment of Development Funding by a Local Political Subdivision in the form of reduced permit fees. The total amount of City fees estimated for the project is $376,090. Of those fees, $266,399 are eligible to be waived by the City. Please see attached commitment letter from the City of Austin detailing their commitment to the fee waivers.

Finally, the developer is prepared to make up any gap in sources and uses by deferring the developer fee. Currently, the permanently deferred developer fee is projected at $1,047,365 and can be paid back from cash flow prior to year fifteen of operations.
# Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

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<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>SC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$10,500,000</td>
<td>6.00%</td>
<td>$4,219,883</td>
</tr>
<tr>
<td>M1 Bank</td>
<td>Conventional Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>$6,500,000</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>$6,500,000</td>
</tr>
</tbody>
</table>

**Third Party Equity**

| Boston Financial       | HTC $1,500,000                             | $6,748,650          | $13,497,300     | 0.9            |

**Grant**

| City of Austin Fee Waivers | $119(d)(2) LPS Contribution | $116,399     | $116,399       |

**Deferred Developer Fee**

| Caritas of Austin/Vecino Bond Group | $1,515,898 | $1,047,365 |

**Other**

| City of Austin Fee Waivers | Direct Loan Match | $150,000 | $150,000 |

**Total Sources of Funds** | $27,530,947 | $27,530,947 |

**Total Uses of Funds** | $27,530,947 |

2/27/2020
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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Please see attached Financing Narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves of $250k per unit are included in the operating budget.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Robert G. McLain
Printed Name

February 27, 2020
Date

Telephone: 314-566-4792
Email address: robert.mclain@m1bank.net

If a revised form is submitted, date of submission: 2/7/2020
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

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<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
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</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Third Party Equity</strong></td>
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<tr>
<td>Boston Financial</td>
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<td>$13,497,300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,748,650</td>
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<td></td>
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<tr>
<td><strong>Grant</strong></td>
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<tr>
<td><strong>Total Sources of Funds</strong></td>
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<td>$27,530,947</td>
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2/27/2020
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Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

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Signature, Authorized Representative, Construction or Permanent Lender

Syndicator

Telephone: 617-488-3370

Email address: RYAN.LANE@RFDM.COM

Ryan Lane

Printed Name

Date

02/21/2020

If a revised form is submitted, date of submission:

2/27/2020
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<tr>
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Replacement reserves of $250k per unit are included in the operating budget.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Espero Austin at Rutland is a proposed Supportive Housing development where the primary resident demographic will be individuals living with extremely low incomes. The project will pair high-quality housing with deeply supportive services and will target persons exiting homelessness. The goal is to keep rents at the property as low as possible. We will do this through a combination of Project-Based vouchers (contract after award), tenant-based vouchers, and partnerships with fellow social service agencies. Caritas of Austin has capitalized and approved an Operating Subsidy Agreement for Espero Austin at Rutland in an amount sufficient to pay for the operational costs of 34 units (25% of the total units) in the first year and increasing 4% thereafter. Please see Financing Narrative for additional details.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: (512) 924-3192

Email address: James.Max@2urr.intex.gov

If a revised form is submitted, date of submission: 2/27/2020
Tab 32 – Financial Capacity and Construction Oversight
Financial Capacity (10 TAC §13.8(c)(8))

If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR

- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and
- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Tab 33 – Matching Funds
**Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]**

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td>$150,000</td>
<td>City of Austin SMART Housing Waived Fees ($150,000 out of total $266,399.)</td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$150,000</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>7.50%</td>
<td></td>
</tr>
</tbody>
</table>
Tab 34 – Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

**Self Score Total: 140**

#### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

City of Austin

- [x] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- [x] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- [x] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

#### 2. Financial Feasibility (§11.9(e)(1))

- [ ] Eligible Pro-Forma and letter stating the Development is financially feasible.
- [x] Eligible Pro-Forma and letter stating Development and Principals are acceptable.

**Total Points Claimed:** 26

#### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

<table>
<thead>
<tr>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>20.00%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>5.45%</td>
</tr>
</tbody>
</table>

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding: 0
- Housing Tax Credit Request: 3
- Housing Tax Credit Request: 2
- Housing Tax Credit Request: 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3

2/28/2020
Tab 35 – Finance
Supporting Documentation
Executive Pro Forma from Permanent or Construction Lender
Letter from lender regarding approval of Principals (consistent with Template)
Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

NOTE: Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

Evidence of any Gap Financing, terms included
Evidence of any Owner Contributions, with financial support if required
Evidence of Equity Financing (HTC applications only)
Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

Evidence of Rental Assistance/Subsidy
Construction & Perm Financing Letters

Approval of Principals

Proforma
February 27, 2020

Espero Austin at Rutland, LP
c/o Rick Manzardo, Pres.
305 W. Commercial Street
Springfield, MO 65803

Jo-Kathryn Quinn
President & CEO
Caritas of Austin
611 Neches St.
Austin, TX 78701

RE: Espero Austin at Rutland, LP
Austin, TX 78758

Dear Mr. Manzardo,

M1 Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

**Construction Loan:**

**Borrower:** Espero Austin at Rutland, LP

**Guarantor(s):** Vecino Bond Group, LLC

**Amount:** Up to $10,500,000

**Type:** Construction Draw

**Term:** 24 months

**Repayment:** Interest-only payments due monthly; Principal due at Maturity

**Rate:** 6.00% Fixed

**Origination Fee:** 1.00%

**Collateral:** Assignment of tax credits, syndication payments, and capital contributions; First Deed of Trust with assignment of rents on the subject property and improvements to be constructed thereon, legal description to govern.
Disbursement: All funds shall be disbursed by M1 Bank or a 3rd party title company. Date down endorsements are required with each draw.

Advances under this Agreement are subject to:

1) Credit and economic conditions being acceptable to M1 Bank on an ongoing basis.
2) Borrower’s compliance of all requirements stated in this proposal.
3) Borrowers compliance with any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Programs.

Permanent Loan Takeout:

Amount: $4,219,883
Type: 35-year amortization
Term: 15 years
Rate: 6.50%
Origination Fee: 1.00%
Pre-payment Penalty: None

Perm Conversion: Construction loan will be converted to fully amortizing perm loan, per this proposal, upon completion of the following:

1) Construction completion and issuance of Certificates of Occupancy.
2) Pay down of construction loan principal to perm loan amount.
3) Payment of all outstanding interest.
4) Minimum 90% occupancy for 90 days.

Collateral: First Deed of Trust with assignment of rents and leases on the subject property and improvements to be constructed thereon, legal description to govern.
Additional Conditions:

1) This proposal is non-assignable.
2) Receipt of an annual allocation of Low-Income Housing Tax Credits from the requisite allocation agency.
3) Full and complete adherence with any and all applicable State and/or Federal agencies program rules, regulations and/or requirements.

4) The attached 15-year pro forma was prepared by Espero Austin at Rutland, LP for Espero Austin at Rutland, LP located in Austin, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on M1 Bank's underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. Additionally, we have performed a preliminary review of the credit worthiness of Espero Austin at Rutland, LP and its Principals. At this time, M1 Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

5) Tax Credit investor and equity terms, including price and pay-in schedule, subject to Bank approval.
6) Borrower and Guarantors agree upon written request of M1 Bank to provide current financial statements and current copies of recent Federal income tax returns.
7) All closing documents are subject to review and approval of M1 Bank and its attorney’s.
8) All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees shall be paid by borrower.
9) Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount satisfactory to M1 Bank.
10) Mortgage title insurance policy insuring the bank’s lien shall contain no objectionable liens, including matters of the survey.
11) Subject to final board or loan committee approval.

This proposal does not represent a commitment by M1 Bank for the proposed financing but is a framework upon which a loan request may be submitted and considered.

This proposal expires December 31st, 2020 unless extended by M1 Bank in writing.

By signing below and returning a signed copy of this proposal, you hereby accept the above terms and conditions.
Sincerely,

Robert G. McLain
Senior Vice President

Accepted this 28th day of February, 2020.

By: ____________________________

Authorized signer of Borrower
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,116</td>
<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,355,847</td>
<td>$1,474,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 22,716</td>
<td>$ 23,170</td>
<td>$ 23,634</td>
<td>$ 24,106</td>
<td>$ 24,589</td>
<td>$ 27,148</td>
<td>$ 29,973</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,256,832</td>
<td>$1,281,969</td>
<td>$1,307,608</td>
<td>$1,333,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
<td>($102,033)</td>
<td>($112,652)</td>
<td>($124,377)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
<td>$1,233,728</td>
<td>$1,258,403</td>
<td>$1,389,378</td>
<td>$1,533,986</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$57,365</td>
<td>$59,086</td>
<td>$60,859</td>
<td>$62,684</td>
<td>$64,565</td>
<td>$74,848</td>
<td>$86,770</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$ 58,128</td>
<td>$ 59,291</td>
<td>$ 60,476</td>
<td>$ 61,686</td>
<td>$ 62,920</td>
<td>$ 69,468</td>
<td>$ 76,699</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$270,749</td>
<td>$278,871</td>
<td>$287,238</td>
<td>$295,855</td>
<td>$304,730</td>
<td>$353,266</td>
<td>$409,532</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 82,868</td>
<td>$ 85,354</td>
<td>$ 87,915</td>
<td>$ 90,552</td>
<td>$ 93,269</td>
<td>$108,124</td>
<td>$125,345</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 65,860</td>
<td>$ 67,836</td>
<td>$ 69,871</td>
<td>$ 71,967</td>
<td>$ 74,126</td>
<td>$ 85,932</td>
<td>$ 99,619</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,904</td>
<td>$47,281</td>
<td>$48,700</td>
<td>$50,161</td>
<td>$51,665</td>
<td>$59,894</td>
<td>$69,434</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
<td>$83,192</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 51,118</td>
<td>$ 52,652</td>
<td>$ 54,231</td>
<td>$ 55,858</td>
<td>$ 57,534</td>
<td>$ 66,697</td>
<td>$ 77,321</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 33,750</td>
<td>$ 34,763</td>
<td>$ 35,805</td>
<td>$ 36,880</td>
<td>$ 37,986</td>
<td>$ 44,036</td>
<td>$ 51,050</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 33,400</td>
<td>$ 34,402</td>
<td>$ 35,434</td>
<td>$ 36,497</td>
<td>$ 37,592</td>
<td>$ 43,579</td>
<td>$ 50,520</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,142</td>
<td>$776,185</td>
<td>$798,878</td>
<td>$822,239</td>
<td>$846,290</td>
<td>$977,609</td>
<td>$1,129,482</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$408,428</td>
<td>$409,636</td>
<td>$410,660</td>
<td>$411,489</td>
<td>$412,113</td>
<td>$411,770</td>
<td>$404,504</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,835</td>
<td>$98,569</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$102,493</td>
<td>$206,194</td>
<td>$310,918</td>
<td>$416,472</td>
<td>$522,651</td>
<td>$523,982</td>
<td>$1,563,690</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.34</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
</tr>
<tr>
<td>Developer Fee Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender
Robert G. McLain
Printed Name: February 27, 2020
Phone: 314-566-4792
Email: robert.mclain@m1bank.net

Signature, Authorized Representative, Syndicator
Date: 2/27/2020

If a revised form is submitted, date of submission:
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$10,500,000</td>
<td>6.00%</td>
<td>$4,219,883</td>
</tr>
<tr>
<td>M1 Bank</td>
<td>Conventional Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Boston Financial</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$6,748,650</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Austin Fee Waivers</td>
<td>$116,399</td>
<td>$116,399</td>
<td>$116,399</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Caritas of Austin/Vecino Bond Group</td>
<td>$1,515,898</td>
<td>$1,047,365</td>
<td>$1,047,365</td>
</tr>
<tr>
<td>Other</td>
<td>City of Austin Fee Waivers</td>
<td>Direct Loan Match</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td></td>
<td>Total Sources of Funds</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
</tr>
</tbody>
</table>

2/27/2020
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Please see attached Financing Narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves of $250k per unit are included in the operating budget.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Espero Austin at Rutland is a proposed Supportive Housing development where the primary resident demographic will be individuals living with extremely low incomes. The project will pair high-quality housing with deeply supportive services and will target persons exiting homelessness. The goal is to keep rents at the property as low as possible. We will do this through a combination of Project-Based vouchers (contract after award), tenant-based vouchers, and partnerships with fellow social service agencies. Caritas of Austin has capitalized and approved an Operating Subsidy Agreement for Espero Austin at Rutland in an amount sufficient to pay for the operational costs of 34 units (25% of the total units) in the first year and increasing 4% thereafter. Please see Financing Narrative for additional details.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Robert G. McLain
Printed Name

February 27, 2020
Date

Telephone: 314-566-4792
Email address: robert.mclain@m1bank.net

If a revised form is submitted, date of submission: 2/27/2020
Evidence of Equity Financing

Proforma
February 26, 2020

Jo-Kathryn Quinn  
President and CEO  
Caritas of Austin  
611 Neches Street  
Austin, TX 78701

Rick Manzardo  
President  
Vecino Bond Group, LLC  
305 West Commercial Street  
Springfield, Missouri 65803

Re: Espero Austin at Rutland  
Austin, TX

Espero Austin at Rutland, LP,

We appreciate the opportunity to become the investment partner in Espero Austin at Rutland (the "Property"). This Commitment summarizes the proposed investment terms and conditions by which a limited partnership or limited liability company formed by Boston Financial Investment Management, LP ("Boston Financial") would acquire an interest in the Partnership (as defined below).

As further detailed in Section 2.2 below, BFLP (as defined below) would proceed to make capital contributions to the Partnership of approximately $13,497,300 or the equivalent of $0.90 per each dollar of Federal Low Income Housing Tax Credit (the “Federal LIHTC”).

1. Project Assumptions

We have made the following assumptions in evaluating this investment:

1.1 Development Structure

- **The Partnership.** Espero Austin at Rutland, LP (the "Partnership") has been, or will be, formed to acquire, develop, own, and operate the Property. If the Property will be owned in a Limited Liability Company rather than a Limited Partnership, all references in this letter to the Partnership or General Partner shall refer to the Limited Liability Company and the Managing Member, respectively.

- **Investor and Special Limited Partners.** An entity affiliated with Boston Financial (“BFLP”) will purchase a 99.98% limited partnership interest in the Partnership (“Admission”) upon satisfactory completion of the conditions contained in this commitment. A corporation affiliated with Boston Financial will be a special limited partner in the Partnership with certain
restricted management rights and a small interest in sale proceeds (the "Special Limited Partner").

- **General Partner.** VBG-Caritas Rutland Austin, LLC, a wholly owned entity of Caritas of Austin, a non-profit corporation, will retain a 0.01% interest, and serve as the General Partner of the Partnership (the “General Partner”). Vecino Bond Group, LLC will retain a 0.01% interest, and serve as The Administrative Limited Partner in the Partnership (the “Administrative Limited Partner”). All references in this letter to the General Partner refer to the General Partner and Administrative Limited Partner. Cash flow and residual distributions allocated towards the General Partner will go 51% to Caritas of Austin and 49% to Vecino Bond Group, LLC.

- **Developer.** The Property will be co-developed by a to be formed entity owned 67% by the Vecino Bond Group, LLC and 33% by Caritas of Austin.

- **Guarantor.** The obligations of the Developer and General Partner will be guaranteed by Matthew Miller and Rick Manzardo personally and by Vecino Bond Group, LLC (collectively, the “Guarantor”). The Guarantor must maintain sufficient net worth and liquidity to meet its obligations (but in no event less than $5 million of net worth and $1 million in liquidity). Boston Financial will have the right to accept or reject the Guarantor in its sole discretion based on a detailed review of the Guarantor’s financial statements.

- **General Contractor.** The general contractor will be Vecino Construction, LLC, an affiliate of Vecino Bond Group, LLC, pending review and acceptance by Boston Financial. Construction must be fully bonded or secured by a letter of credit equal to 10% of the construction contract.

- **Management Agent.** The Property will be managed by an entity acceptable to BFLP (the “Management Agent”). The Management Agent (i) will have demonstrated experience managing Section 42 properties and (ii) will receive a competitive management fee, which shall not exceed the lesser of 5.0% of effective gross revenue or the maximum amount permitted by any lender or governmental agency. If related to the General Partner, the Management Agent will enter into an agreement to defer and accrue its fee, if necessary, to prevent (i) a default under the mortgage loan documents and (ii) to avoid an operating deficit. Breach of this agreement will be grounds for removal of the Management Agent.

### 1.2 Property Design

- The Property will be developed as new construction and will consist of 135 units. The unit and income mix will include:

<table>
<thead>
<tr>
<th>Units</th>
<th>Beds</th>
<th>Inc AMI</th>
<th>Rent AMI</th>
<th>Set-Aside*</th>
<th>Subsidy**</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Studio</td>
<td>30%</td>
<td>30%</td>
<td>See Below</td>
<td>See Below</td>
</tr>
<tr>
<td>25</td>
<td>Studio</td>
<td>30%</td>
<td>30%</td>
<td>See Below</td>
<td>See Below</td>
</tr>
<tr>
<td>67</td>
<td>Studio</td>
<td>50%</td>
<td>50%</td>
<td>See Below</td>
<td>None</td>
</tr>
<tr>
<td>34</td>
<td>Studio</td>
<td>50%</td>
<td>50%</td>
<td>See Below</td>
<td>None</td>
</tr>
</tbody>
</table>

100% of the units will be occupied by LIHTC-eligible tenants.

*A minimum of 25% of the units will be set aside for persons suffering from or at risk of homelessness.

**34 units will benefit from an Operational Subsidy provided by Caritas of Austin.

### Development Schedule:

<table>
<thead>
<tr>
<th>Metric</th>
<th>Date Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission</td>
<td>June, 2021</td>
</tr>
<tr>
<td>First Units Placed in Service</td>
<td>September, 2022</td>
</tr>
<tr>
<td>Type</td>
<td>Lender</td>
</tr>
<tr>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>Const</td>
<td>M1 Bank</td>
</tr>
<tr>
<td>Perm</td>
<td>M1 Bank</td>
</tr>
<tr>
<td>Perm</td>
<td>TDHCA</td>
</tr>
<tr>
<td>Perm</td>
<td>City of Austin</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Austin</td>
</tr>
</tbody>
</table>

* In no event will the hard debt be underwritten to a debt service coverage ratio of less than 1.15x. All mortgages will be considered partnership non-recourse financing. All mortgages will be considered basis eligible.

### 1.4 Reserves

All required reserves are expected to be funded prior to or by the Final Closing equity installment.

- **Replacement Reserve.** Property operating expenses will include funding of a Replacement Reserve in the amount of at least $250 per unit per year, inflating by 3%, subject to the completion of a plan and cost review by Boston Financial’s engineer that supports this amount.

- **Operating Reserve.** An Operating Reserve will be held in a tax-exempt account. This value will represent four (4) months of operating expenses, reserve payments, and required debt service or approximately $353,359. The Operating Reserve will be used to fund operating deficits of the Partnership as described in Section 3.2 below subject to Boston Financial’s approval. The reserve shall be distributed to the General Partner upon the expiration of the Compliance Period.

- **Rent Up Reserve.** A Rent Up Reserve of $80,000 will be funded at second equity installment and will be held in a tax exempt account. This Rent Up Reserve will be used to fund the leasing and marketing of the property once placed in service. Funds remaining in the reserve shall be distributed to the General Partner upon expiration of the Compliance Period.

### 1.5 Other

- We have assumed a hard cost contingency of approximately 5% of total hard costs.
- We have assumed $1,012,500 in Land Improvement costs, eligible as 15-year depreciable property, which will need to be verified.
- We have assumed $607,500 in Personal Property costs, eligible as 5-year depreciable property, which will need to be verified.
- Any interest income earned by the Partnership will be specially allocated to the General Partner.
- Each of the buildings will be depreciated over 30 years.
2. **Tax Credits and Capital Contributions**

2.1 **Tax Credit Assumptions**

- The Partnership is projected to receive a 2020 9% Federal LIHTC award for the Property in the amount of approximately $1,500,000 per annum.

Low Income Housing Tax Credits are expected to be generated annually as follows:

<table>
<thead>
<tr>
<th>Credit</th>
<th>Years</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal LIHTC</td>
<td>2023</td>
<td>$1,350,000</td>
</tr>
<tr>
<td>Federal LIHTC</td>
<td>2024-2032</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Federal LIHTC</td>
<td>2033</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

2.2 **Capital Contributions**

Based upon the assumptions that you submitted and subject to the satisfactory completion of Boston Financial’s due diligence, BFLP will make capital contributions to the Partnership in the aggregate amounts and at the times shown below:

<table>
<thead>
<tr>
<th>Payment Conditions</th>
<th>Amount</th>
<th>%</th>
<th>Dev Fee</th>
<th>%</th>
<th>Reserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Admission</td>
<td>$1,349,730</td>
<td>10.0%</td>
<td>$271,908</td>
<td>25%</td>
<td>$0</td>
</tr>
<tr>
<td>2 Later of 90% Construction Completion and 7/1/22</td>
<td>$5,398,920</td>
<td>40.0%</td>
<td>$271,908</td>
<td>25%</td>
<td>$80,000</td>
</tr>
<tr>
<td>3 Final Closing Installment: Latest of (i) 100% Initial Qualified Occupancy confirmed by tenant file review, (ii) submission of 8609 applications (acceptable to Boston Financial), (iii) Final Closing (defined below), (iv) Tax Credit Determination (defined below), (v) cost certification (acceptable to Boston Financial), (vi) Stabilization Date (defined below), and 7/1/23</td>
<td>$6,348,650</td>
<td>47.0%</td>
<td>$143,819</td>
<td>13%</td>
<td>$353,359</td>
</tr>
<tr>
<td>4 Latest of (i) Receipt of 8609s and (ii) 7/1/23</td>
<td>$400,000</td>
<td>3.0%</td>
<td>$400,000</td>
<td>37%</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,497,300</strong></td>
<td><strong>100%</strong></td>
<td><strong>$1,087,635</strong></td>
<td><strong>100%</strong></td>
<td><strong>$353,359</strong></td>
</tr>
</tbody>
</table>

Installments are due only after the prior installment’s conditions have been met. Installments may be adjusted based on actual or projected tax credit delivery schedules as prepared by the Partnership Accountants.

2.3 **Capital Adjusters**

The installments of equity shall be subject to standard tax credit timing and steady state adjuster calculations subject to the availability of funds.

**Federal LIHTC Downward Timing.** For each dollar of credit delivered to BFLP in 2023 less than $1,349,865 and in 2024 less than $1,499,850 the capital contributions will be reduced by $0.55.

**Federal LIHTC Upward Timing.** Payment of the upward timing adjuster will be on a best efforts basis. For each dollar of credit delivered to BFLP in 2023 more than $1,349,865 the capital contributions will be increased by $0.45.

**Federal LIHTC Downward Basis.** For the annual, steady state amount of credit, for each dollar of credit delivered to BFLP which is less than $1,499,850, the capital contributions will be reduced by $9.00 (for the total credit period).
Federal LIHTC Upward Basis. For the annual, steady state amount of Federal LIHTC, for each dollar of credit delivered to BFLP which is greater than $1,499,850, the capital contributions will be increased by $9.00 (for the total credit period). Notwithstanding the above, BFLP’s capital contributions may be increased on a cumulative basis and on a best efforts basis. If there are unpurchased credits, BFLP will reduce its percentage interest in the Partnership accordingly.

Any upward adjusters will be paid with the final equity installment. If there are not sufficient remaining installments for any of the above adjusters, the amount will be due within 30 days and any unpaid amount will be increased by an interest rate of 10% commencing on the date of Admission plus any penalties payable by BFLP or its partners.

2.4 Development Fee

The Developer is projected to earn a total development fee of $2,135,000. The actual amount of the total developer fee may increase subject to the approval of Boston Financial. We expect some amount ("Deferred Development Fee") will be outstanding after payment of all installments of equity. Payment of any Deferred Development Fee will be subject to available cash flow and may bear interest of at least long-term AFR, if acceptable to Boston Financial, based on its review of tax implications associated with the fee. After taking into account any excess sources, the General Partner shall be obligated to pay any amount of outstanding Deferred Development Fee in the form of a capital contribution to the Partnership prior to the end of the thirteenth anniversary of the date the Property is placed in service.

3. General Partner Obligations

The General Partner and Guarantor will have the following obligations.

3.1 Development Obligation.

The Developer is obligated to (i) deliver a completed, lien-free project (including all final Certificates of Occupancy and an ALTA as-built survey), in accordance with the plans and specifications based upon fixed development costs including funding of development fee and all required reserves and (ii) arrive at Final Closing (as defined below). If the proceeds available are insufficient to pay all Eligible Development Costs, the Developer shall advance to the Partnership such funds as are required to pay such deficiencies through the latest of the date the Property achieves (i) Completion, (ii) Final Closing, (iii) Stabilization Date, and (iv) the receipt of final Forms 8609s from the allocating agency for each building in the Property (the "Development Obligation Date" or "DOD"). The General Partner will be obligated to guaranty this obligation and any cost overruns, development deficiencies or loan conversion gaps not paid for by the Developer shall be paid by the General Partner and will be treated as Development Loans, which will be repayable solely from future available cash flow or sale proceeds.

"Stabilization Date" means the first day following the three most recent consecutive calendar months commencing on or after the Completion Date (but not to be achieved prior to Final Closing), during each of which, as determined by the Accountants, subject to reasonable review by Boston Financial, the Project has achieved a Debt Service Coverage Ratio of at least 1.15 DSCR.

"Final Closing" means the date upon which all of the following events have occurred: (i) the Completion Date, (ii) Permanent Mortgage Commencement, (iii) the Property being free of any
mechanics’ or other liens (except for the Mortgages and liens either bonded against in such a manner as to preclude the holder thereof from having any recourse to the Property or the Partnership for payment of any debt secured thereby or affirmatively insured against (in such manner as precludes recourse to the Partnership for any loss incurred by the insurer) by the Title Policy (or by another policy of title insurance) issued to the Partnership by an acceptable title insurance company in an amount satisfactory to Investor Tax Counsel (or by an endorsement of either such title policy)), (iv) the completion by the Accountants of a certified audit, approved by the Investor Limited Partner, of the Partnership’s and the Builder’s construction costs as a part of cost certification, (v) the agreement and acceptance of such cost certification by (a) Boston Financial and (b) by the Lenders and the Governmental Agency to the extent required by the Lenders and the Governmental Agency, (vi) the date of delivery to and acceptance by Boston Financial of an As-built Survey, (vii) the disbursement of proceeds under the Mortgage Loans has been made in the full amount permitted by such cost certification, (viii) all amounts due in connection with the construction of the Project have been paid or provided for, and (ix) the full funding of any reserves required under the Mortgage Loan Documents and the Partnership Agreement (except for any reserves to be funded from future installments or other identified sources).

"Tax Credit Determination" means the date the Accountants determine the amount of the Tax Credits, and determine that the Project satisfies the requirements of Section 42(h)(4) of the Code.

3.2 Operating Obligation.

Commencing on the date of Admission, the General Partner will be obligated to advance funds needed to cover operating deficits (including taxes, debt service, mortgage loan insurance, full replacement reserve funding acceptable to Boston Financial, and, after the DOD, normal repairs and necessary capital improvements) such that the Partnership has $1 of surplus cash at all times. The General Partner’s obligation will be unlimited through the end of the Compliance Period and such advances will be treated as Operating Expense Loans, which will bear interest at AFR and will be repayable solely from future available cash flow or sale proceeds.

Notwithstanding the above, the Guarantor's guaranty of the Operating Obligation will be unlimited from Admission through the DOD. Commencing on the DOD said guaranty shall be limited to eight (8) months of operating expenses, replacement reserve deposits and required debt service. The Guarantor's guaranty of the Operating Obligation shall terminate upon the later of (i) the fifth anniversary of the DOD or (ii) the Property achieving a 1.15 DSCR as confirmed by audited financial statements, acceptable to Boston Financial, for the most recent fiscal year. Any Partnership operating reserve may be used first to satisfy operating deficits. However, such amounts will not be allowed to fulfill a portion of the Guarantor’s limitation and all amounts withdrawn will need to be replenished by the Guarantor prior to release of this Operating Obligation.

3.3 Repurchase Obligation.

The General Partner will be obligated to repurchase BFLP’s interest in the Partnership, for a price equal to 107% of the Net Capital Contribution payable to the Partnership less amounts not yet paid into the Partnership, plus 5% interest from Admission plus any interest or penalties from recapture, if (1) Final Closing of the mortgage loan is not achieved by the maturity date of the construction loan (subject to an extension if existing loan commitments are similarly extended), (2) at any time before the DOD an action is commenced to foreclose (that is not dismissed within the applicable cure period), abandon, or permanently enjoin construction of the Property, (3) the Property is disqualified from obtaining 30% or more of the tax credits, or (4) other significant issues occur
which materially impact BFLP’s investment as agreed to in the Partnership Agreement. For a limited period of time, the Partnership will have an opportunity to cure any such problems.

3.4 Compliance Obligation.

The General Partner shall take any and all reasonable actions required to ensure that the Property will continue to qualify for low-income tax credits.

3.5 Tax Credit Adjusters.

The General Partner shall be obligated to fund the adjustments to the capital contributions resulting from a reduction in the credit amount as noted above.

3.6 Management Rights.

The consent of Boston Financial will be required to: (a) sell or refinance the Property, (b) withdraw, admit, or substitute the General Partner, or (c) sell, assign, encumber, or pledge the general partnership interests. In addition, (a) in the event the General Partner files for bankruptcy, (b) if the Partnership or the General Partner are in material default under their commitments and obligations, or (c) in certain other circumstances, BFLP after reasonable notice and cure period will have the right to remove the General Partner and substitute the Special Limited Partner or another affiliate of Boston Financial as a successor general partner with the powers of managing general partner.

3.7 General Partner Standard Obligations, Representations, and Warranties.

The General Partner will be responsible for all customary General Partner obligations and indemnifications and for the accuracy of all customary representations and warranties to the Partnership and BFLP. We have assumed that there are no existing environmental issues affecting the site or project.

4. Allocation and Distributions

The tax credits, depreciation, and operating profits and losses of the Partnership shall be allocated 99.99% to BFLP and 0.01% to the General Partner. With respect to taxable income, we have assumed a 30 year depreciation schedule for building improvements, 15 years for land improvements, and 5 years for personal property.

Starting at Admission, all cash flow from operations after payment of operating expenses, debt service, and funding of required replacement reserves shall be distributed as follows:

First, To the repayment of the MFDC loan;
Second, to BFLP to pay its annual cumulative Priority Distribution (Asset Management Fee) of $5,000, adjusted annually by 3%;
Third, to BFLP an amount equal to any unpaid tax credit shortfall payments;
Fourth, to the Developer as payment of the Deferred Development Fee;
Fifth, to the General Partner to repay any Operating Expense Loans;
Sixth, 10% to BFLP;
Seventh, To the General Partner as payment of the Supervisory Management Fee; and
Eighth, 90% to the General Partner.
**Purchase Option:** At the end of the compliance period and for a two-year period commencing thereafter, the General Partner shall have an option to purchase the Property or ILP Interests for an amount equal to the greater of the appraised fair market value of the Property, assuming applicable affordability restrictions as determined by the appraiser, or the sum of all outstanding indebtedness secured by the Property plus (i) any unpaid BFLP Priority Return (Asset Management Fees), and (ii) any unpaid tax credit shortfall payments.

Net proceeds of a sale or refinancing shall be distributed as follows:

First, to discharge the debts and obligations of the Partnership;
Second, to fund reserves for contingent liabilities to the extent deemed necessary by the General Partner;
Third, to the General Partner to repay any Operating Expense Loans;
Fourth, to the repayment of any outstanding Deferred Development Fee;
Fifth, to BFLP any cumulative annual Priority Distribution plus any adjustments with respect to the tax credits, 1.11 times any shortfall;
Sixth, $10,000 to the Special Limited Partner; and
Seventh, 90% to the General Partner and 10% to BFLP.

5. **Reporting**

The Partnership shall furnish Boston Financial with quarterly unaudited financial statements. Annual audited financial statements and tax returns shall be prepared by an independent firm of certified public accountants, approved by Boston Financial, familiar with reporting requirements applicable to LIHTC properties. Annual tax returns shall be provided by February 15th, and annual audited financial statements by March 1st.

6. **Due Diligence and Closing Process**

Upon receipt of an executed copy of this letter, the parties will agree upon a mutually acceptable due diligence period and closing schedule.

Boston Financial’s decision to invest in the Partnership, the final terms of such investment and the admission of BFLP to the Partnership are subject to the satisfactory completion of Boston Financial’s due diligence process, including without limitation, review and approval of the following due diligence items:

a) **Engineering.** All related due diligence, including all plans and specifications, the construction budget, and related construction documents. If property is to be rehabilitated this includes a Capital Needs Assessment, Replacement Reserve Analysis, and unit by unit inspection paid for by the Partnership, which will evaluate the construction scope of work, the construction documents and budget.

b) **Environmental.** Phase I Environmental Report (ASTM E1527-13 Standards), the Phase II Environmental Report (if applicable), and completion of any work recommended therein. Boston Financial requires that all third-party reports provide reliance letters which are not limited in time or amount.

c) **Market Study.** Boston Financial’s Market Study which will evaluate the Property’s suitability and marketability as a LIHTC property, including review of rents, expenses, and if applicable, the supportive services plan and funding sources.

d) **Financial and Capacity Review.** A satisfactory review by Boston Financial’s Chief Credit Officer of 1) the audited financial statements of the General Partner, Partnership,
Developer, Guarantor, Contractor, and affiliates, and 2) the Statement of Real Estate Owned by the General Partner, Developer, Guarantor, and affiliates.

e) **Background and Credit Review.** Backgrounds and credit worthiness of the General Partner, Developer, Guarantor, Property Management Agent, and Contractor.

f) **Insurance.** Receipt of a satisfactory insurance policy insuring against fire and other casualty in an amount equal to the full replacement cost of the Property. A combined single limit property damage and commercial general liability insurance policy in the amount of not less than $1 million per occurrence/$2 million aggregate with an umbrella policy of no less than $3 million. The primary limits must be on a "per location" basis and the Investor Limited Partner, Special Limited Partner, and Partnership are to be Additional Insured by Endorsement.

g) A financial projection by Boston Financial or its designee which demonstrates that the buildup of debt does not cause a bona fide debt issue.

h) Receipt of satisfactory commitments and form loan documents for construction and permanent financing.

i) Site inspection by Boston Financial.

j) ALTA Owner's Policy of Title Insurance.

k) Acceptable partnership and tax opinions.

l) Satisfactory negotiation and execution of all legal documentation required to consummate the transactions contemplated by this commitment.

m) Approval of the terms of the investment by Boston Financial's Capital Committee in its sole and absolute discretion and satisfaction of such other conditions as it may require.

n) Accountants. The Partnership's accountants shall be either Rubin Brown, Novogradac & Co., LLP, the Reznick Group, or Flaherty Salmin. Any other accountant will require consent by Boston Financial in its sole and absolute discretion.

7. **Costs, Expenses, and Legal Counsel**

In addition to any expenses that are the responsibility of the General Partner it shall pay Boston Financial a due diligence fee in the amount of $0 (the "Due Diligence Fee"). The Due Diligence Fee, if applicable, shall be payable upon Admission of BFLP as a reduction of the first capital contribution.

8. **Confidentiality, Exclusivity, and Option to Invest**

The General Partner hereby grants to Boston Financial an option to become the investment partner in the Property (the “Option to Invest”). If Boston Financial exercises its Option to Invest, the General Partner and Boston Financial agree to negotiate in good faith to promptly complete BFIM’s investment in the Property on terms typical of the LIHTC market as of the date of this letter.

The General Partner, affiliates, and agents shall not disclose the terms of this commitment to any third party other than its accountants, attorneys, and consultants. The General Partner acknowledges that Boston Financial will incur certain costs and expenses in connection with its due diligence review. Upon execution hereof, unless this commitment is otherwise terminated, the General Partner, its affiliates and agents, agree that it will not continue to market the Property to any prospective investors other than to determine typical terms in the LIHTC market. The General Partner will not accept any competing offers made by any prospective investors to invest in the Property unless Boston Financial chooses not to exercise its Option to Invest.

9. **Governing Law**
This agreement shall be construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, except for any rule of such laws which would make the law of another jurisdiction applicable.

10. Acceptance and Term

The consummation of this transaction is subject to satisfactory completion of the due diligence process, approval by Boston Financial’s Capital Committee in its sole discretion, and execution of all legal documentation to be drafted by Boston Financial’s counsel and negotiated by the parties. Boston Financial’s obligations described in this commitment shall not become binding upon Boston Financial until Boston Financial has approved its investment in the Property and has been admitted to the Partnership upon terms and conditions described in the final closing documents approved by the parties. Developer, General Partner and their affiliates forever waive and hereby release Boston Financial and its affiliates from any and all claims arising from the failure to consummate the transactions contemplated by this commitment, including, without limitation, any claims for detrimental reliance, breach of contract, promissory estoppel and/or specific performance.

If the General Partner accepts and approves the terms, please have the authorized party so indicate by signing below. By executing this agreement, the General Partner is confirming to Boston Financial that the Partnership and its affiliates and agents will undertake the transaction set forth herein with Boston Financial, will use their best efforts to meet the conditions set forth herein, and will suspend discussions with other parties with respect to their acquisition of this investment. This agreement may only be terminated if the conditions set forth herein are not met and such termination will be effective only upon the provision of written notice by Boston Financial. Further, if the admission of BFLP to the Partnership does not occur within 180 days of the date of this letter such terms are subject to renegotiation.

We look forward to working with you.

Sincerely,

[Signature]

Rob Charest
Senior Vice President

AGREEED & ACCEPTED:

[Signature]

By: Richard Nanzeado

Date: 2-27-2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma is 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 assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,116</td>
<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,335,847</td>
<td>$1,474,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,716</td>
<td>$23,170</td>
<td>$23,634</td>
<td>$24,106</td>
<td>$24,589</td>
<td>$27,148</td>
<td>$29,973</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,256,832</td>
<td>$1,281,969</td>
<td>$1,307,608</td>
<td>$1,335,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
<td>($102,033)</td>
<td>($112,652)</td>
<td>($124,777)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
<td>$1,235,728</td>
<td>$1,258,403</td>
<td>$1,385,378</td>
<td>$1,533,986</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$57,365</td>
<td>$59,086</td>
<td>$60,859</td>
<td>$62,684</td>
<td>$64,565</td>
<td>$74,848</td>
<td>$86,770</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$58,128</td>
<td>$59,291</td>
<td>$60,476</td>
<td>$61,686</td>
<td>$62,920</td>
<td>$69,468</td>
<td>$76,699</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$270,749</td>
<td>$278,871</td>
<td>$287,238</td>
<td>$295,855</td>
<td>$304,730</td>
<td>$353,266</td>
<td>$409,532</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$82,868</td>
<td>$85,354</td>
<td>$87,915</td>
<td>$90,552</td>
<td>$93,269</td>
<td>$108,124</td>
<td>$125,345</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$65,860</td>
<td>$67,836</td>
<td>$69,871</td>
<td>$71,967</td>
<td>$74,126</td>
<td>$85,932</td>
<td>$99,819</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,904</td>
<td>$47,281</td>
<td>$48,700</td>
<td>$50,161</td>
<td>$51,665</td>
<td>$59,894</td>
<td>$69,434</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
<td>$83,192</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$51,118</td>
<td>$52,652</td>
<td>$54,231</td>
<td>$55,858</td>
<td>$57,314</td>
<td>$66,697</td>
<td>$77,321</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$33,750</td>
<td>$34,763</td>
<td>$35,805</td>
<td>$36,880</td>
<td>$37,986</td>
<td>$44,036</td>
<td>$51,050</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$33,400</td>
<td>$34,402</td>
<td>$35,434</td>
<td>$36,497</td>
<td>$37,592</td>
<td>$43,579</td>
<td>$50,520</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,142</td>
<td>$776,185</td>
<td>$798,878</td>
<td>$822,239</td>
<td>$846,290</td>
<td>$977,609</td>
<td>$1,129,482</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$408,428</td>
<td>$409,636</td>
<td>$410,660</td>
<td>$411,489</td>
<td>$412,113</td>
<td>$413,770</td>
<td>$404,504</td>
</tr>
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</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
<td>$305,935</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$105,835</td>
<td>$98,569</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$102,493</td>
<td>$206,194</td>
<td>$310,918</td>
<td>$416,472</td>
<td>$522,651</td>
<td>$1,052,682</td>
<td>$1,563,690</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.34</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
<td>1.32</td>
</tr>
<tr>
<td>Developer Fee Payment</td>
<td>$102,493</td>
<td>$103,701</td>
<td>$104,725</td>
<td>$105,554</td>
<td>$106,178</td>
<td>$5,317</td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(3) relating to Financial Feasibility.)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: [Signature]  
Date: [02/22/2020]  
Phone:  
Email:  

If a revised form is submitted, date of submission:  

2/27/2020
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>2</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>M1 Bank</td>
<td>Conventional Loan</td>
<td>$10,500,000</td>
<td>6.00%</td>
<td>1</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$6,500,000</td>
<td>0.00%</td>
<td>3</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston Financial</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$6,748,650</td>
<td>$13,497,300</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Austin Fee Waivers</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$116,399</td>
<td>$116,399</td>
<td>$116,399</td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caritas of Austin/Vecino Bond Group</td>
<td>$1,515,898</td>
<td>$1,047,365</td>
<td>$1,047,365</td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Austin Fee Waivers</td>
<td>Direct Loan Match</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td></td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td>$27,530,947</td>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Please see attached Financing Narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves of $250k per unit are included in the operating budget.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Espero Austin at Rutland is a proposed Supportive Housing development where the primary resident demographic will be individuals living with extremely low incomes. The project will pair high-quality housing with deeply supportive services and will target persons exiting homelessness. The goal is to keep rents at the property as low as possible. We will do this through a combination of Project-Based vouchers (contract after award), tenant-based vouchers, and partnerships with fellow social service agencies. Caritas of Austin has capitalized and approved an Operating Subsidy Agreement for Espero Austin at Rutland in an amount sufficient to pay for the operational costs of 34 units (25% of the total units) in the first year and increasing 4% thereafter. Please see Financing Narrative for additional details.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Syndicator

Ryan Lane

Printed Name

02/28/2020

Date

Telephone: 617-488-3370

Email address: RYAN.LANE@BFDM.COM

If a revised form is submitted, date of submission: 2/27/2020
Gap Funding from City of Austin
February 13, 2020

Jo Kathryn Quinn  
Caritas of Austin  
P.O. Box 1947  
Austin, TX 78767

Re: Application for Gap Funding for Espero Austin at Rutland (TDHCA #20040)

Dear Jo Kathryn Quinn,

The Austin Housing Finance Corporation (AHFC) has received your application for a below-market interest rate loan in the amount of $6,500,000 for the development of Espero Austin at Rutland to be located at 1934 Rutland Drive, Austin, TX 78758.

AHFC will review your application and determine if it satisfies AHFC’s underwriting guidelines. If approved, the terms of the loan will generally be for a minimum of 40 years at zero percent interest. Repayment of the loan will generally be deferred on a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement and related loan documents. Generally, there will be no fees or basis points associated with this loan, and the loan will be funded through General Obligation Bonds or other sources as available.

Once a project application has been received, it will follow a tentative quarterly timeline, as delineated below. AHFC will notify applicants throughout this timeline as needed and/or requested.

Fourth Quarter FY 2019- 2020 Development Assistance Calendar for RHDA/OHDA FY 2019 – 2020:

- May 1: Submission Deadline
- June 10: Internal NHCD Review
- July 1: Housing Investment Review Committee Meeting
- August 13: AHFC Board of Directors Meeting/Decision

Sincerely,

James May  
Community Development Manager

The Austin Housing Finance Corporation is committed to compliance with the American with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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 came and expenses), and principal and interest debt service. The Department uses an annual growth rate of 7% for income and 3% for expenses. Written explanation for any deviations from these growth or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITENTIAL GROSS ANNUAL RENTAL INCOME</td>
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<td>$1,258,798</td>
<td>$1,283,974</td>
<td>$1,309,654</td>
<td>$1,335,847</td>
<td>$1,474,883</td>
<td>$1,628,390</td>
</tr>
<tr>
<td>Condary Income</td>
<td>$22,716</td>
<td>$23,170</td>
<td>$23,634</td>
<td>$24,106</td>
<td>$24,589</td>
<td>$27,148</td>
<td>$29,973</td>
</tr>
<tr>
<td>ITENTIAL GROSS ANNUAL INCOME</td>
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<td>$1,307,608</td>
<td>$1,333,760</td>
<td>$1,360,435</td>
<td>$1,502,031</td>
<td>$1,658,363</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($94,262)</td>
<td>($96,148)</td>
<td>($98,071)</td>
<td>($100,032)</td>
<td>($102,033)</td>
<td>($112,652)</td>
<td>($124,377)</td>
</tr>
<tr>
<td>Real Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FECTIVE GROSS ANNUAL INCOME</td>
<td>$1,162,570</td>
<td>$1,185,821</td>
<td>$1,209,537</td>
<td>$1,233,728</td>
<td>$1,258,403</td>
<td>$1,389,378</td>
<td>$1,533,986</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| TERAL & Administrative Expenses | $57,365 | $59,086 | $60,859 | $62,684 | $64,565 | $74,848 | $86,770 |
| mangement Fee | $58,128 | $59,291 | $60,476 | $61,686 | $62,920 | $69,468 | $76,699 |
| roll, Payroll Tax & Employee Benefits | $270,749 | $278,871 | $287,238 | $295,855 | $304,730 | $353,266 | $409,532 |
| pairs & Maintenance | $82,868 | $85,354 | $87,915 | $90,552 | $93,269 | $108,124 | $125,345 |
| ltric & Gas Utilities | $65,860 | $67,386 | $69,971 | $71,967 | $74,126 | $85,932 | $99,619 |
| at, Sewer & Trash Utilities | $45,904 | $47,281 | $48,700 | $50,161 | $51,665 | $59,894 | $69,434 |
| inual Property Insurance Premiums | $55,000 | $56,650 | $58,350 | $60,100 | $61,903 | $71,763 | $83,192 |
| orter Tax | $51,118 | $52,652 | $54,231 | $55,858 | $57,534 | $66,967 | $77,321 |
|erve for Replacements | $33,750 | $34,763 | $35,805 | $36,880 | $37,986 | $44,036 | $51,050 |
| her Expenses | $33,400 | $34,402 | $35,434 | $36,497 | $37,592 | $43,579 | $50,520 |
| TAL ANNUAL EXPENSES | $754,142 | $776,185 | $798,878 | $822,739 | $846,290 | $977,609 | $1,129,482 |
| T OPERATING INCOME | $408,428 | $409,636 | $410,660 | $411,489 | $412,113 | $411,770 | $404,504 |

| DEBT SERVICE | | | | | | | |
| 1st Deed of Trust Annual Loan Payment | $305,335 | $305,935 | $305,935 | $305,935 | $305,935 | $305,935 | $305,935 |
| 2nd Deed of Trust Annual Loan Payment | | | | | | | |
| 3rd Deed of Trust Annual Loan Payment | | | | | | | |
| her Annual Required Payment | | | | | | | |
| her Annual Required Payment | | | | | | | |
| INUAL NET CASH FLOW | $102,493 | $103,701 | $104,725 | $105,554 | $106,178 | $105,835 | $98,569 |
| IMULATIVE NET CASH FLOW | $102,493 | $206,194 | $310,918 | $416,472 | $522,051 | $1,052,682 | $1,563,690 |
| Debt Coverage Ratio | | | | | | | |
| | | | | | | |
| Development Fee Payment | $102,493 | $103,701 | $104,725 | $105,554 | $106,178 | $105,835 | $98,569 |
| her (Describe) | | | | | | | |

Signing below is certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James May</td>
<td>2/28/10</td>
</tr>
</tbody>
</table>

| Phone: (512) 974-7192 |
| Email: James.May@AustinTexas.gov |

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James May</td>
<td>2/27/21</td>
</tr>
</tbody>
</table>
# Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Deed</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>2000000</td>
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<td>Mortgage Revenue Bond</td>
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<td>M1 Bank</td>
<td>Conventional Loan</td>
<td>10500000</td>
<td>6.00%</td>
<td>4219883</td>
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<td>City of Austin</td>
<td>Tonal Government Loan</td>
<td>6500000</td>
<td>0.00%</td>
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</table>

**Third Party Equity**

| Boston Financial       | HTC | 1500000 | 6748650 | 13497300 | 0.9 |

**Grant**

| City of Austin Fee Waivers | §11.9(d)(2) LPS Contribution | 116399 | 116399 |

**Deferred Developer Fee**

| Caritas of Austin/Vecino Bond Group | $1,515,898 | $1,047,365 |

**Other**

| City of Austin Fee Waivers | Direct Loan Match | 150000 | 150000 |

| Total Sources of Funds      | 27530947 | 27530947 |
| Total Uses of Funds         | 27530947 | 27530947 |

2/27/2020
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

*Please see attached Financing Narrative.*

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

*Replacement reserves of $250k per unit are included in the operating budget.*

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Espero Austin at Rutland is a proposed Supportive Housing development where the primary resident demographic will be individuals living with extremely low incomes. The project will pair high-quality housing with deeply supportive services and will target persons exiting homelessness. The goal is to keep rents at the property as low as possible. We will do this through a combination of Project-Based vouchers (contract after award), tenant-based vouchers, and partnerships with fellow social service agencies. Caritas of Austin has capitalized and approved an Operating Subsidy Agreement for Espero Austin at Rutland in an amount sufficient to pay for the operational costs of 34 units (25% of the total units) in the first year and increasing 4% thereafter. Please see Financing Narrative for additional details.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

![Signature](signature.png)

**Signature, Authorized Representative, Construction or Permanent Lender**

![Printed Name](name.png)

**Printed Name**

![Date](date.png)

**Date**

Telephone: (512) 924-3192

Email address: James.May@AustinTexas.gov

**If a revised form is submitted, date of submission:**

2/27/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

LPS Contribution
February 19, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: TDHCA Application No. 20040-Espero Austin at Rutland

Dear Ms. Holloway:

I am writing to confirm the de minimis contribution of development funding by the City of Austin (the "City") for the Espero Austin at Rutland.

This project is eligible to have certain development fees waived through the City’s S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income.

Contingent upon the development’s compliance with the City’s S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately $266,399.

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

Sincerely,

[Signature]

Regina M. Copic, Real Estate Manager  
Neighborhood Housing and Community Development
Evidence of Rental Assistance/Subsidy
ESPERO AUSTIN AT RUTLAND OPERATING SUBSIDY AGREEMENT

THIS ESPERO AUSTIN AT RUTLAND OPERATING SUBSIDY AGREEMENT ("Agreement") is executed as of the 27th day of February, 2020 by and between Caritas of Austin a Texas nonprofit corporation ("Caritas") and Espero Austin at Rutland, LP, a Texas limited partnership (the "Partnership"). Caritas and Project Owner are each a "Party" and collectively the "Parties."

I. RECITALS

1.1. Caritas is the Sole Member and Manager of the General Partner of the Partnership as set forth in that certain Amended and Restated Agreement of Limited Partnership of Espero Austin at Rutland, LP, a Texas limited partnership dated (the "Partnership Agreement"). The Partnership was formed for the purpose of developing and operating an one hundred thirty-five (135) unit affordable housing project located at 1934 Rutland Drive, Austin, Texas, 78758, commonly referred to as “Espero Austin at Rutland” (the “Project”).

1.2. The Partnership is submitting an application for Low-Income Housing Tax Credits (the “Tax Credits”) to the Texas Department of Housing and Community Affairs (“TDHCA”). The application also provides that the Project is willing to participate in programs offering rental assistance through subsidies and the Project will designate up to twenty-five percent (25%) of the Project Units as eligible for subsidies (the “Subsidy Eligible Units”), as more specifically defined in the Rent Schedule attached hereto as Exhibit A and incorporated herein by reference.

1.3. Project subsidies may include Project-based or tenant-based housing voucher programs (collectively “Vouchers”) or rental subsidy made available directly through the nonprofit activities of Caritas for the Subsidy Eligible Units (the “Operating Subsidy”).

1.3. The Parties acknowledge the desire to enter into this Agreement to designate the manner in which the Operational Subsidy will be accounted for, managed, and distributed.

1.4. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. SUBSIDY AGREEMENT

2.1. Operating Subsidy. The purpose of the subsidy is to provide rental assistance to prospective affordable housing tenants seeking to reside within a Subsidy Eligible Unit at the Project. From time to time the Partnership and Caritas will agree upon a base amount of monthly Operational Subsidy necessary for the Subsidy Eligible Units of the Project, as budgeted by the Partnership. Caritas agrees to provide an
Operating Subsidy to Subsidy Eligible Units for the Term of this Agreement, subject to the requirements and restrictions herein and the specific limitations as follows:

(a) The designated number of Subsidy Eligible Units shall not exceed twenty-five percent (25%) of the total Project units totaling thirty-four (34) units; and

(b) The Operating Subsidy shall only be eligible to Subsidy Eligible Units not otherwise receiving any assistance through Vouchers; and

(c) The Operating Subsidy for any Subsidy Eligible Unit shall not exceed fifty percent (50%) of the Median Family Income for the Project area (the “MFI”) as recognized by the United States Department of Housing and Urban Development (“HUD”) or such other limitations as may be set forth in Project agreements with TDHCA. The Parties acknowledge that the MFI is subject to change and may impact the rental rates permitted and thereby alter the total amount of Operating Subsidy that may be required, but at no time shall the Operating Subsidy be greater than the maximum rent permitted by HUD and/or the TDHCA under Project agreements; and

(d) The “Rent Schedule” attached hereto as Exhibit A that establishes the type, number, size, and initial estimated rent (subject to changes as denoted in Section 2.1(c) above) of Subsidy Eligible Units.

2.2. **Conditions.** Operational Subsidy payments are expressly conditioned upon:

(a) The Partnership receiving an allocation of Tax Credits from TDHCA in an amount sufficient to support the development of the Project as set forth in the TDHCA application;

(b) The closing of Tax Credit financing with a tax credit investor/syndicator on or before the 31st day of August, 2021; and

(c) The completion of the construction of the Project.

2.3. **Payment.** Operational Subsidy payments will be payable on the first day of the month following the “Placed-in-Service” date, and on the first date of each calendar month thereafter. Should the Project fail to receive Housing Tax Credit financing, or should the Project fail to be “Placed-in-Service,” then no Operational Subsidy payments will be owed.

2.4 **Noncontribution.** The Parties agree that any Operating Subsidy paid by Caritas shall not constitute any form of capital contribution to the Partnership nor be considered a loan or any other form of liability owed by the Partnership to Caritas.
2.5. **Term.** This Agreement for shall be for a period of fifteen (15) years commencing on the "Placed-In-Service" date. The Agreement shall be renewable in five (5) year extension periods only by written agreement of the Parties.

2.6. **Use of Operating Subsidy.** The Parties agree that under no circumstances shall the Operating Subsidy be utilized for any purpose other than providing a subsidy for Subsidy Eligible Units.

2.7. **Adjustments.** From time to time throughout the Term of this Agreement, the monthly base Operation Subsidy payment may be adjusted pursuant to a written agreement between Caritas and the Partnership. Any excess Operating Subsidy received by and held by Partnership for any period during the Term shall be carried over by the Partnership and credited towards future Operating Subsidy payments while this Agreement is in effect. Any excess Operating Subsidy received by and held by the Partnership after the termination of this Agreement shall be returned to Caritas.

2.8. **Default.** The material breach of any provision of this agreement by any Party subject to the cure provided for in Section 2.9 shall be considered a default.

2.9. **Remedies.** If any Party defaults under this Agreement and fails to cure such default within thirty (30) days after receiving written notice of the default from the aggrieved Party or Parties, the aggrieved Party or Parties may exercise one or more of the following remedies:

(a) cure the default and charge the cost thereof, including reasonable attorneys’ fees, to the defaulting party, and all such costs shall be payable upon demand; and

(b) obtain specific performance, injunctive relief, damages, or any other remedy available at law or in equity; and

(c) terminate this Agreement.

Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other forms of relief. The costs of any such action, including reasonable attorneys’ fees of the prevailing party, shall be paid by the party not prevailing. Any delay in realizing, or failure to realize, on any remedy herein for a default hereunder shall not be deemed a waiver of that default or any subsequent default of a similar or different kind, and no waiver or any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

III. GENERAL PROVISIONS

3.1. **Notice.** Any notice which may be given, or is required to be given, by either Party to the other shall be given in writing by (1) either certified or registered mail,
postage prepaid, return receipt requested; (2) hand; or (3) nationally recognized overnight courier, and shall be deemed to have been given three days after so mailed or upon receipt, whichever is earlier.

If to Caritas: Caritas of Austin
611 Neches Street
Austin, Texas 78701
Attn: Jo Kathryn Quinn
E-mail: jkquinn@caritasofaustin.org

If to Partnership: Espero Austin at Rutland, LP
c/o Vecino Bond Group, LLC
305 W. Commercial St.
Springfield, MO 65803
Attn: Richard Manzardo
rick@vecinogroup.com

With a copy to: Spencer Fane LLP
2144 E. Republic Rd., Suite B300
Springfield, MO 65804
Attn: S. Shawn Whitney
swhitney@spencerfane.com

Either Party may from time to time change the address for such notice, or designate the name and address of an agent for receipt thereof, by notice given in accordance herewith. Notwithstanding the provisions of the foregoing, any notice under this Agreement shall be deemed to have been given when the party to whom the notice is directed is in actual receipt of the notice, regardless of the form of transmittal of the notice.

3.2. **Entire Agreement.** This Agreement states the entire agreement as of this date between the Parties with respect to the subject matter hereof and supersedes all preexisting oral or written agreements or commitments with respect thereto. This Agreement may be modified only by an agreement in writing executed by all of the Parties hereto.

3.3. **Survival of Representations.** All representations, warranties, covenants, and agreements made by the Parties hereto shall survive the execution and delivery hereof.

3.4. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severed or enforced to the extent possible and such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement.
3.5. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

3.6. **Expenses of Enforcement.** In the event either Party shall institute suit or any other proceeding to enforce any rights under this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in such suit, including court costs, expert witness fees and reasonable attorneys’ fees.

3.7. **Third Party Beneficiaries.** The Parties do not intend that there be any third party beneficiary to this Agreement and this Agreement is exclusively for the benefit of the Parties. The Parties shall have the right to enforce this Agreement directly to the extent they may deem such enforcement necessary or advisable to protect its rights hereunder.

3.8. **Cooperation.** Caritas intends to use funding from various sources in order to fund the Operational Subsidy payments described herein. Caritas and the partnership agree to cooperate in developing and implementing standards to ensure that the Project facility and the services provided at the Project are compliant with the Project requirements set forth in the Partnership Agreement and all Project related agreements. Caritas is expressly prohibited from sharing any Project documents or other confidential materials of the Partnership of any kind with any Operating Subsidy funding source or any other party without the prior written authorization of the Partnership, except for such persons or entities expressly affiliated with Caritas required to have such information to satisfy any requirements or responsibilities of Caritas under the Agreement.

3.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto.

[Signature page follows]
WHEREFORE, the parties execute this Agreement as of the day and year first above written.

"Partnership"

ESPERO AUSTIN AT RUTLAND, LP, a Texas limited partnership

By: VBC-Caritas Rutland Austin, LLC, its General Partner

By: Caritas of Austin, a Texas nonprofit corporation, its Sole Member and Manager

By: 
Printed Name: KATHRYN QUINN
Title: PRESIDENT/CEO

"Caritas"

CARITAS OF AUSTIN, a Texas nonprofit corporation

By: 
Printed Name: KATHRYN QUINN
Title: PRESIDENT/CEO
EXHIBIT A
Rent Schedule
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MF DL - HOME Units</th>
<th>MF DL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
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<td>0</td>
<td>1.0</td>
<td>474</td>
<td>948</td>
<td>497</td>
<td>0</td>
<td>497</td>
<td>994</td>
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<td></td>
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</tr>
<tr>
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<td>1.0</td>
<td>474</td>
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<td>28,152</td>
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- **TOTAL**: 135 units
- **Total Rent**: 63,990
- **Non Rental Income**: $14.02 per unit/month for: App fees, laundry, vending: 1,893
- **TOTAL NONRENTAL INCOME**: $14,02 per unit/month
- **= POTENTIAL GROSS MONTHLY INCOME**: 104,736
- **% of Potential Gross Income**: 7.50%
- **= EFFECTIVE GROSS MONTHLY INCOME**: 96,881
- **= EFFECTIVE GROSS ANNUAL INCOME**: 1,162,570

If a revised form is submitted, date of submission: 2/27/2020
### Rent Schedule (Continued)

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<th>Total HTC Units</th>
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<td>NHTF Li Total</td>
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<th>% of Total</th>
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<tr>
<td>40%</td>
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<th>ACQUISITION + HARD</th>
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<tr>
<td>BUILDING</td>
<td>Cost Per Sq. Ft</td>
<td>$169.56</td>
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DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
RESOLVED, THAT CARITAS OF AUSTIN, AS 100% MEMBER AND SOLE MANAGER OF THE GENERAL PARTNER AND CO-DEVELOPER OF ESPERO AUSTIN AT RUTLAND TO BE LOCATED AT 1934 RUTLAND DRIVE, AUSTIN, TX, 78758 INCLUDING: (I) EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT TRANSACTION; (II) TO ENTER INTO THE DEVELOPER AGREEMENT AND AGREEMENT OF LIMITED PARTNERSHIP FOR ESPERO AUSTIN AT RUTLAND; (III) SUBMISSION OF APPLICATION FOR FUNDING TO THE CITY OF AUSTIN RENTAL HOUSING DEVELOPMENT ASSISTANCE PROGRAM FOR ACQUISITION, PRE-DEVELOPMENT, AND/OR CONSTRUCTION COSTS; AND (IV) SUBMISSION OF AN APPLICATION (ESPERO AUSTIN AT RUTLAND – TDHCA #20040) FOR 9% HOUSING TAX CREDITS IN THE CURRENT 2020 CYCLE TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND OTHER MATTERS IN CONNECTION HEREWITH

WHEREAS, Caritas of Austin, has proposed a development for affordable and supportive, multifamily rental housing located at 1934 Rutland Drive in Austin, Texas (TDHCA #20040); and

WHEREAS, Caritas of Austin, will serve as the sole member and manager of the General Partner of the Partnership and Applicant – Espero Austin at Rutland, LP – in connection with the financing; and

WHEREAS, Caritas of Austin and The Vecino Group – as Affiliates of the Applicant and Co-Developers – will submit an application to the TDHCA for 2020 Competitive 9 percent Housing Tax Credits for ESPERO AUSTIN AT RUTLAND; and

WHEREAS, Caritas of Austin, will enter into an Operating Subsidy Agreement with Espero Austin at Rutland, LP, to provide operating subsidies to 25% of the units in the project through voucher programs and/or rental subsidy made available directly through the nonprofit activities of Caritas of Austin; and

WHEREAS, Caritas of Austin has been successfully fundraising for many years and has averaged $3 million in private dollars annually the past two years and expects to continue its fundraising efforts in the future; and

WHEREAS, Caritas of Austin has embarked on a $6 million dollar campaign to expand its services and capacity, known as “Vision 2025”;  

WHEREAS, Caritas of Austin is irrevocably committed to take all necessary actions to ensure the financial feasibility and viability of Espero Austin at Rutland, LP as it relates to its roles and responsibilities in the limited partnership agreement; and

WHEREAS, the Board of Directors has determined that it is in the organization’s best interest and to the benefit of the residents of Austin as a solution to ending homelessness to enter into the transaction described above so that the project may be constructed; and
NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Caritas of Austin hereby approves this RESOLUTION and AUTHORIZES the President and Chief Executive Officer – Jo Kathryn Quinn – to enter into all purchase agreements, developer and partnership agreements, financing agreements and related documents and to sign for and perform any and all responsibilities in relation to the project.

The majority of Board of Directors adopted this resolution.

Date: 02.27.2020

Signature: [Signature]

Printed Name: John Brindley

Title: Secretary
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 36 – Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - Yes If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - □ If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

<table>
<thead>
<tr>
<th>Ownership Interest</th>
<th>Cash flow from operations</th>
<th>Developer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00%</td>
<td>51.00%</td>
<td>33.00%</td>
</tr>
</tbody>
</table>

   Total: 184.00% (Must equal at least 50% regardless of structure)
   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

Mark all that apply
- [x] Property Management
- □ Construction
- □ Development
- □ Financing
- [x] Compliance
- [x] No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
- [x] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - □ A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - □ A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - □ Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2
Material Participation

Caritas of Austin will be regularly, continuously, and substantially involved in providing services integral to the Development Team. Caritas of Austin will be the sole member and manager of the General Partner throughout the compliance period, oversee the property management and coordinate supportive services. As co-Developer, Caritas of Austin will receive 33% of the developer fee with the exception of any amount deferred.

Caritas of Austin will be involved in this development from construction through lease-up and operation through the compliance period. Caritas of Austin will be a member of the development team and involved in the design and development process. Caritas of Austin will have staff located on-site and will be responsible for inspection of leasing records and interaction with on-site staff; supervision of the property management company, analysis of financials, vacancy rate and capital improvements; review and approval of operating budgets; oversight of resident service coordination and compliance; and engagement with residents to ensure client satisfaction.

To date, Caritas of Austin has already performed the following development roles:

- Vetting of development sites
- Negotiation of purchase contract
- Local government engagement and support
- Community support and engagement
- Neighborhood engagement
- Design input and vetting
- Review of architectural plans and site plan
- Program design and rent schedule
- Procurement of operational subsidies
- Interviews with Property Management Firms

Caritas of Austin will be intimately involved in the financing for the project including the review and execution of all finance documents, agreements and instruments (both capital and operational).

Experience in Housing Industry

Caritas of Austin – an Austin-based non-profit with a track record of success and 14 years of experience in addressing housing instability through supportive housing – is the most qualified nonprofit to help deliver additional high-quality, deep-impact supportive housing to our neighbors who need it most.

Permanent Supportive Housing - Caritas of Austin’s Permanent Supportive Housing program provides housing, onsite supportive services, and mental health counseling for disabled individuals experiencing long-term homelessness. By using best practices and continually adding new layers of peer and mental health support, Caritas is proud that last year 98% of individuals remained stable in housing and did not return to the streets.

Housing Stability - Caritas of Austin provides rapid rehousing services to families and individuals who are experiencing shorter-term homelessness. An unexpected crisis such as an injury, illness, or a lost job can cause a loss of stable housing. Caritas meets people in their time of greatest need and quickly intervenes to rehouse families to prevent long-
term homelessness. Caritas employs customized, evidence-based solutions to end a family’s homelessness once and for all, which helps build stability for future generations.

**Youth Program** - Caritas of Austin works collaboratively with local nonprofits SAFE and LifeWorks to provide a stable home for youth currently or at risk of experiencing homelessness. With Caritas’ rapid re-housing program for youth, we are able to intervene early in young people’s lives, giving them the best possible chance to build wellbeing and stability early on. Caritas personalizes services to meet the unique challenges faced by young people, and provides support with other areas of wellbeing like employment, mental health, life skills, education, and social support.

**Best Single Source Plus** - Caritas of Austin is the lead and fiscal agent of this 12-agency collaborative aimed at preventing and ending homelessness in Austin and Travis County.

**Housing Program Highlights:**
- Operating Permanent Supportive Housing for 14 years
- 98% of Supportive Housing clients remain stable in housing
- Provided housing services to 556 people last year
- Currently operate 156 units of supportive housing across multiple properties throughout Austin

**Property Management**

Caritas of Austin has been operating supportive housing for 15 years with 556 people receiving housing services last year. During this time, Caritas has leased and had program staff on-site at multiple TDHCA-funded properties, with up to 112 units at a given time. Caritas of Austin serves in a property manager role for multiple communities with staff performing functions such as application and lease intake, calculating income, establishing tenant selection criteria, monitoring occupancy and filling vacancies, enforcement of house rules, fulfilling maintenance requests, inspection of units, analysis of capital needs and resident engagement. Caritas of Austin staff is very familiar with leasing requirements from multiple funding programs including Low Income Housing Tax Credits and TDHCA-funded MFDL programs. Several of Caritas of Austin’s lead housing program staff served in property management roles at other TDHCA-funded properties and vice versa.

**Compliance**

Caritas of Austin manages revenue of just under $11M a year, over 65% of that revenue is from Government Grant programs that provide operational subsidies and housing program assistance. Caritas manages $172k in annual rent from residents. This rent represents 30% of resident income not covered by operational subsidy.

With their expansive housing program, Caritas of Austin has internal controls and guidelines to manage compliance from a variety of private and public funders. The agency has multiple monitoring visits per year and currently does not have any programs that are on performance improvement plans from funders. Caritas of Austin is the fiscal agent of the Best Single Source (BSS+) collaborative. In this role, Caritas staff conduct monitoring visits for the eleven other agencies that receive funding, to monitor program and financial compliance.

In all Caritas of Austin housing programs, staff obtain income certifications and calculations during eligibility screening into the program, when there is a change of income status, and at annual assessment. For supportive housing programs, staff calculate occupancy charges/rent based on the participant’s income utilizing HUD guidelines. All housing programs conduct habitability inspections prior to tenants moving in to units, and conducts additional inspections during tenancy. Caritas of Austin is experienced at creating tenant selection criteria, agreements and guidelines based on a variety of funding sources using best practices policy.

In Caritas of Austin’s past A-133 audits – which reviews controls and compliance specifically related to government related programs – there has never been a qualified or adverse opinion (all were clean audits). Similarly, Caritas has monitoring visits and file reviews from a host of government agencies and has a historical record of no findings. Finally,
Caritas of Austin – with its presence at TDHCA-financed programs – has been part of TDHCA monitoring visits and is very familiar with that process.
February 27, 2020

Marni Holloway
Director of Multifamily Finance Production
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Statement of Material Participation and Certification No Principal Relationships

Dear Marni:

Caritas of Austin will be regularly, continuously, and substantially involved in providing services integral to the Development Team. Caritas of Austin will be the sole member and manager of the General Partner throughout the compliance period, oversee the property management and coordinate supportive services. As co-Developer, Caritas of Austin will receive 33% of the developer fee with the exception of any amount deferred.

Additionally, no Principals of the Qualified Nonprofit are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

Sincerely,

[Signature]

Jo Kathryn Quinn
President and Chief Executive Officer, Caritas of Austin
Tab 37 – Applicant and Developer Ownership Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.
ESPERO AUSTIN AT RUTLAND – AUSTIN, TEXAS

Developer Chart

**Co-Developer:**
Caritas of Austin  
33%

All persons below are authorized to exercise control except *

President/Chief Executive Officer:
Jo Kathryn Quinn, 0%

Chair:
Troy West, 0%

Board Members:
Emily Blair, 0%
Monica Crowley, 0%
Lori Freedman, 0%
Monica A. Guzman, 0%
Tracy Snodgrass, 0%
Anselmo Unite, 0%
Melissa Ayala, 0%
John Brindley, 0%
Erik Dithmer, 0%
Larry Graham, 0%
Felicia Mason-Edwards, 0%
Ramesh Swaminathan, 0%
Raquel Valdez Sanchez, 0%
John Trube, 0% *

**Co-Developer:**
Vecino Bond Group, LLC  
67%

All persons below are authorized to exercise control

J. Matthew Miller  
42.5%

Richard Manzardo  
42.5%

Kim Buche  
15%
Guarantor Chart

Guarantor:
Vecino Bond Group, LLC
100%

All persons below are authorized to exercise control

J. Matthew Miller
42.5%

Richard Manzardo
42.5%

Kim Buche
15%
Tab 38 – List of Organizations and Principals
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>VBG-Caritas Rutland Austin, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>P.O. Box 1947</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78767-1947</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>LP will own 100% of the development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>tbf</td>
<td>Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>5124667080</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:
1. Caritas of Austin  
   TDHCA Experience: Yes
2. TDHCA Experience: 
3. TDHCA Experience: 
4. TDHCA Experience: 
5. TDHCA Experience: 
6. TDHCA Experience: 

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name:</th>
<th>Caritas of Austin</th>
<th>Role/Title</th>
<th>Manager of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>P.O. Box 1947</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78767-1947</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Caritas of Austin will own 100% of the GP, is the manager of the GP, and is the 33% co-Developer.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>3/16/1977</td>
<td>Legal Org is or will be: Non-Profit</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>5124667080</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:
1. Jo Kathryn Quinn - President/Chief Executive Officer  
   TDHCA Experience: Yes
2. Troy West - Chair  
   TDHCA Experience: No
3. Emily Blair - Board Member  
   TDHCA Experience: No
4. Monica Crowley - Board Member  
   TDHCA Experience: No
5. Lori Freedman - Board Member  
   TDHCA Experience: No
6. Monica A. Guzman - Board Member  
   TDHCA Experience: No
7. Anselmo Unite - Board Member  
   TDHCA Experience: No
8. Raquel Valdez Sanchez - Board Member  
   TDHCA Experience: No
9. Melissa Ayala - Board Member  
   TDHCA Experience: No
10. John Brindley - Board Member  
    TDHCA Experience: No
11. Erik Dithmer - Board Member  
    TDHCA Experience: No
12. Larry Graham - Board Member  
    TDHCA Experience: No
13. Felicia Mason-Edwards - Board Member  
    TDHCA Experience: No
14. Ramesh Swaminathan - Board Member  
    TDHCA Experience: No
15. John Trube - Board Member  
    TDHCA Experience: No
16. Tracy Snoadgrass - Board Member  
    TDHCA Experience: No
17. TDHCA Experience: 
18. TDHCA Experience: 

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name:</th>
<th>Vecino Bond Group, LLC</th>
<th>Role/Title</th>
<th>Admin Limited Partner &amp; Co-Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td></td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
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</tbody>
</table>

2/28/2020
<table>
<thead>
<tr>
<th>Address</th>
<th>305 West Commercial Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Springfield</td>
</tr>
<tr>
<td>State</td>
<td>MO</td>
</tr>
<tr>
<td>Zip</td>
<td>65803</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>.01% ownership of the LP and 67% co-Developer</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Date formed:</td>
<td>10/3/2012</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>4172160028</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Rick@vecinogroup.com">Rick@vecinogroup.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
</tr>
<tr>
<td>1. Richard Manzardo - Member</td>
<td>TDHCA Experience: No</td>
</tr>
<tr>
<td>2. J. Matthew Miller - Member</td>
<td>TDHCA Experience: No</td>
</tr>
<tr>
<td>3. Kim Buche - Member</td>
<td>TDHCA Experience: No</td>
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<td>5.</td>
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<tr>
<td>TDHCA Experience:</td>
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</tbody>
</table>
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 39 – Previous Participation Form
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Espero Austin at Rutland, LP/Owner  
**Email Address:** jkquinn@caritasofaustin.org  
**City & State of Home Addr:** Wimberley, TX  
**Applicant Legal Name:** Espero Austin at Rutland, LP

**1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

- **By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.**

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
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**2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

- **By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.**

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>Self-Help</th>
<th>NSP</th>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
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</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: VBG-Caritas W. Rutland Austin, LLC/General Partner
Email Address: jkquinn@caritasofaustin.org
City & State of Home Addr: Wimberley, TX
Applicant Legal Name: Espero Austin at Rutland, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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**Person/Role:** Caritas of Austin/Manager of General Partner and Co-Developer

**Email Address:** jkquinn@caritasofaustin.org

**City & State of Home Addr:** Wimberley, TX

**Applicant Legal Name:** Espero Austin at Rutland, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Jo Kathryn Quinn/President and Chief Executive Officer of Caritas of Austin

Email Address: jkquinn@caritasofaustin.org

City & State of Home Addr: Wimberley, TX

Applicant Legal Name: Espero Austin at Rutland, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Troy West/Board Chair of Caritas of Austin  
**Email Address:** wtroywest@gmail.com  
**City & State of Home Addr:** Austin, TX  
**Applicant Legal Name:** Espero Austin at Rutland, LP

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Person/Role: Emily Blair/Board Member of Caritas of Austin

Email Address: emilykblair@gmail.com

City & State of Home Addr: Dripping Springs, TX

Applicant Legal Name: Espero Austin at Rutland, LP

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Person/Role: Monica Crowley/Board Member of Caritas of Austin

Email Address: Monica.Crowley@centralhealth.net

City & State of Home Addr: Austin, TX

Applicant Legal Name: Espero Austin at Rutland, LP

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Person/Role:  
Lori Freedman/Board Member of Caritas of Austin

Email Address:  
lori.freedman@worthaminsurance.com

City & State of Home Addr:  
Austin, TX

Applicant Legal Name:  
Espero Austin at Rutland, LP

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<th>Monica A. Guzman/Board Member of Caritas of Austin</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:maguzmanma@gmail.com">maguzmanma@gmail.com</a></td>
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**Person/Role:** Anselmo Unite/Board Member of Caritas of Austin

**Email Address:** suite@mac.com

**City & State of Home Addr:** Austin, TX

**Applicant Legal Name:** Espero Austin at Rutland, LP

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Person/Role: Raquel Valdez Sanchez/Board Member of Caritas of Austin
Email Address: rvaldez@bcloftexas.org
City & State of Home Addr: Austin, TX
Applicant Legal Name: Espero Austin at Rutland, LP

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Person/Role: **Melissa Ayala/Board Member of Caritas of Austin**

Email Address: mayala@waterloogreenway.org

City & State of Home Addr: **Austin, TX**

Applicant Legal Name: **Espero Austin at Rutland, LP**

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**Person/Role:** John Brindley/Board Member of Caritas of Austin

**Email Address:** jcb997s@gmail.com

**City & State of Home Addr:** Austin, TX

**Applicant Legal Name:** Espero Austin at Rutland, LP

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**Person/Role:** Erik Dithmer/Board Member of Caritas of Austin

**Email Address:** erik.dithmer@gmail.com

**City & State of Home Addr:** Austin, TX

**Applicant Legal Name:** Espero Austin at Rutland, LP

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| Person/Role: | Larry Graham/Board Member of Caritas of Austin |
| Email Address: | Lawrence.Graham@onegas.com |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Espero Austin at Rutland, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Person/Role:</th>
<th>Felicia Mason-Edwards/Board Member of Caritas of Austin</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Felicia.masonedwards@dfps.state.tx.us">Felicia.masonedwards@dfps.state.tx.us</a></td>
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Person/Role: Ramesh Swaminathan/Board Member of Caritas of Austin

Email Address: ramesh.b.swaminathan@gmail.com

City & State of Home Addr: Austin, TX

Applicant Legal Name: Espero Austin at Rutland, LP

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<table>
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<tr>
<th>Person/Role:</th>
<th>John Trube/Board Member of Caritas of Austin</th>
</tr>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:trube22@hotmail.com">trube22@hotmail.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, TX</td>
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<tr>
<td>Applicant Legal Name:</td>
<td>Espero Austin at Rutland, LP</td>
</tr>
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| Person/Role: | Tracy Snodgrass/Board Member of Caritas of Austin |
| Email Address: | tracydsnodgrass@gmail.com |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Espero Austin at Rutland, LP |

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**Person/Role:** Vecino Bond Group, LLC - ALP, Co-Developer and Guarantor  
**Email Address:** Rick@vecinogroup.com  
**City & State of Home Addr:** Springfield, MO  
**Applicant Legal Name:** Espero Austin at Rutland, LP

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Person/Role: **J. Matthew Miller/Member of ALP, Co-Developer and Guarantor**

Email Address: Matt@vecinogroup.com

City & State of Home Addr: **Springfield, MO**

Applicant Legal Name: **Espero Austin at Rutland, LP**

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</tbody>
</table>

### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
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**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Kim Buche/Member of ALP, Co-Developer and Guarantor

**Email Address:** Kim@vecinogroup.com

**City & State of Home Addr:** Stafford, MO

**Applicant Legal Name:** Espero Austin at Rutland, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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   Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Richard Manzardo/Member of ALP, Co-Developer and Guarantor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Rick@vecinogroup.com">Rick@vecinogroup.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Springfield, MO</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Espero Austin at Rutland, LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   ![X](https://via.placeholder.com/15) By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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</table>
Tab 40 – Nonprofit Participation
### Nonprofit Participation

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- **X** By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- **☐** By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Caritas of Austin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td>n/a</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td>n/a</td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td><strong>3/16/1977</strong></td>
</tr>
</tbody>
</table>

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - **Yes**

2) **Describe the nonprofit’s participation:**

   100% member and manager of the General Partner and Co-Developer

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

   Caritas of Austin will continue to be the Manager and Sole Member of the GP throughout compliance period. Caritas of Austin will also co-manage the property and coordinate supportive services.

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **Yes**

   If "Yes," explain: As Co-Developer, Caritas of Austin will receive 33% of the developer fee not deferred.

**Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization’s participation in the Application and naming all members of the board and employees who may act on its behalf.**

**Date:** 2/28/2020
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jo Kathryn Quinn</strong></td>
<td>President and Chief Executive Officer</td>
<td>1988 Hilltop Drive</td>
<td>Wimberley</td>
<td>TX</td>
<td>78676</td>
<td>(512) 466-7080</td>
<td></td>
<td><a href="mailto:jkquinn@caritasofaustin.org">jkquinn@caritasofaustin.org</a></td>
<td>nonprofit executive</td>
</tr>
<tr>
<td><strong>Troy West</strong></td>
<td>Chair</td>
<td>4120 River Garden Trail</td>
<td>Austin</td>
<td>TX</td>
<td>78746</td>
<td>(512) 468-8984</td>
<td></td>
<td><a href="mailto:wtroywest@gmail.com">wtroywest@gmail.com</a></td>
<td>high tech executive</td>
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<tr>
<td><strong>Emily Blair</strong></td>
<td>Board Member</td>
<td>111 Double L Drive</td>
<td>Dripping Springs</td>
<td>TX</td>
<td>78620</td>
<td>(616) 430-6553</td>
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<td><a href="mailto:emilykblair@gmail.com">emilykblair@gmail.com</a></td>
<td>apartment association</td>
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<tr>
<td><strong>Monica Crowley</strong></td>
<td>Board Member</td>
<td>2404 Havenside</td>
<td>Austin</td>
<td>TX</td>
<td>78704</td>
<td>(512) 653-6892</td>
<td></td>
<td><a href="mailto:Monica.Crowley@centralhealth.net">Monica.Crowley@centralhealth.net</a></td>
<td>medical professional</td>
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<tr>
<td><strong>Lori Freedman</strong></td>
<td>Board Member</td>
<td>7603 Shadyrock Drive</td>
<td>Austin</td>
<td>TX</td>
<td>78731</td>
<td>(512) 694-0463</td>
<td></td>
<td><a href="mailto:lori.freedman@worthaminsurance.com">lori.freedman@worthaminsurance.com</a></td>
<td>insurance executive</td>
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<tr>
<td><strong>Monica A. Guzman</strong></td>
<td>Board Member</td>
<td>701 W. Longspur Blvd., Apt. 2106</td>
<td>Austin</td>
<td>TX</td>
<td>78753</td>
<td>(512) 585-5832</td>
<td></td>
<td><a href="mailto:maguzmanma@gmail.com">maguzmanma@gmail.com</a></td>
<td>community volunteer</td>
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<tr>
<td><strong>Anselmo Unite</strong></td>
<td>Board Member</td>
<td>9556 Indigo Brush Drive</td>
<td>Austin</td>
<td>TX</td>
<td>78726</td>
<td>(512) 844-1068</td>
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<td><a href="mailto:suite@mac.com">suite@mac.com</a></td>
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</tr>
<tr>
<td>Name</td>
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<td>Ramesh Swaminathan</td>
<td>Board Member</td>
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<td>(512) 339-5927</td>
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<td><a href="mailto:Felicia.masonedwards@dfps.state.tx.us">Felicia.masonedwards@dfps.state.tx.us</a></td>
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<tr>
<td>Raquel Valdez Sanchez</td>
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<td>5209 La Bahia Road</td>
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<td>TX</td>
<td>78745</td>
<td></td>
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<td><a href="mailto:rvaldez@bcloftexas.org">rvaldez@bcloftexas.org</a></td>
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<td>John Trube</td>
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<tr>
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<tr>
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<td><a href="mailto:trube22@hotmail.com">trube22@hotmail.com</a></td>
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<tbody>
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<td>Tracy Snodgrass</td>
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<tr>
<td>3304 Meredith Street</td>
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<tr>
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<tr>
<td>Phone</td>
<td>(512) 284-7067</td>
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<tr>
<td>Fax or Email</td>
<td><a href="mailto:tracydsnodgrass@gmail.com">tracydsnodgrass@gmail.com</a></td>
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<tr>
<td>Occupation</td>
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</table>
Tab 41 – Nonprofit Supporting Documentation
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

- A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  - indicating the Board’s awareness of the organization’s participation in each specific Application, and
  - naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Nonprofit Participation exhibit as provided in the Application

- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)

- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- Nonprofit Participation exhibit
Board Resolution

The Board of Directors of Caritas of Austin held a regularly-scheduled meeting on February 27, 2020.

RESOLVED, THAT CARITAS OF AUSTIN, AS 100% MEMBER AND SOLE MANAGER OF THE GENERAL PARTNER AND CO-DEVELOPER OF ESPERO AUSTIN AT RUTLAND TO BE LOCATED AT 1934 RUTLAND DRIVE, AUSTIN, TX, 78758 INCLUDING: (I) EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT TRANSACTION; (II) TO ENTER INTO THE DEVELOPER AGREEMENT AND AGREEMENT OF LIMITED PARTNERSHIP FOR ESPERO AUSTIN AT RUTLAND; (III) SUBMISSION OF APPLICATION FOR FUNDING TO THE CITY OF AUSTIN RENTAL HOUSING DEVELOPMENT ASSISTANCE PROGRAM FOR ACQUISITION, PRE-DEVELOPMENT, AND/OR CONSTRUCTION COSTS; AND (IV) SUBMISSION OF AN APPLICATION (ESPERO AUSTIN AT RUTLAND – TDHCA #20040) FOR 9% HOUSING TAX CREDITS IN THE CURRENT 2020 CYCLE TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND OTHER MATTERS IN CONNECTION HEREWITH

WHEREAS, Caritas of Austin, has proposed a development for affordable and supportive, multifamily rental housing located at 1934 Rutland Drive in Austin, Texas (TDHCA #20040); and

WHEREAS, Caritas of Austin, will serve as the sole member and manager of the General Partner of the Partnership and Applicant – Espero Austin at Rutland, LP – in connection with the financing; and

WHEREAS, Caritas of Austin and The Vecino Group – as Affiliates of the Applicant and Co-Developers – will submit an application to the TDHCA for 2020 Competitive 9 percent Housing Tax Credits for ESPERO AUSTIN AT RUTLAND; and

WHEREAS, Caritas of Austin, will enter into an Operating Subsidy Agreement with Espero Austin at Rutland, LP, to provide operating subsidies to 25% of the units in the project through voucher programs and/or rental subsidy made available directly through the nonprofit activities of Caritas of Austin; and

WHEREAS, Caritas of Austin has been successfully fundraising for many years and has averaged $3 million in private dollars annually the past two years and expects to continue its fundraising efforts in the future; and

WHEREAS, Caritas of Austin has embarked on a $6 million dollar campaign to expand its services and capacity, known as “Vision 2025”;

WHEREAS, Caritas of Austin is irrevocably committed to take all necessary actions to ensure the financial feasibility and viability of Espero Austin at Rutland, LP as it relates to its roles and responsibilities in the limited partnership agreement; and

WHEREAS, the Board of Directors has determined that it is in the organization’s best interest and to the benefit of the residents of Austin as a solution to ending homelessness to enter into the transaction described above so that the project may be constructed; and
NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Caritas of Austin hereby approves this RESOLUTION and AUTHORIZES the President and Chief Executive Officer – Jo Kathryn Quinn – to enter into all purchase agreements, developer and partnership agreements, financing agreements and related documents and to sign for and perform any and all responsibilities in relation to the project.

The majority of Board of Directors adopted this resolution.

Date: 02.27.2020

Signature: [Signature]

Printed Name: John Brindley

Title: Secretary
Employer Identification Number: 74-1909670
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 23, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1977.

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

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.
February 20, 2020

To: Texas Department of Housing and Community Affairs
P.O. Box 13941
221 East 11th Street
Austin, TX 78711-3941

Re: Espero Austin at Rutland
1934 Rutland Drive
Austin, Texas 78758
Espero Austin at Rutland, LP (TDHCA #20040)

Ladies and Gentlemen:

Espero Austin at Rutland, LP, a Texas limited partnership, is the Applicant. Caritas of Austin, a nonprofit corporation, is the Sole Member and Manager of the General Partner of the Applicant. We have been asked to render our legal opinion to meet the requirements of Tex. Gov’t Code, §2306.6706 and 10 TAC §11.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the “Department”) so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov’t Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed the Certificate of Formation and Bylaws of Caritas of Austin, the Sole Member and Manager of the General Partner of the Applicant and the Letter of Determination dated May 6, 1977 from the Internal Revenue Service regarding the Sole Member of the managing General Partner’s status as an organization exempt from taxes under the Internal Revenue Code. We have also examined the records of Caritas of Austin to determine whether or not there exists any identity of interest between Caritas of Austin and any for-profit sponsors of the above-referenced development, (the “Development”). We have reviewed other such other documents, instruments, and writings as we deemed necessary or advisable to enable us to render this opinion. We have assumed and relied upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon the foregoing, it is our opinion that:

(1) Caritas of Austin is not affiliated with or Controlled (within the meaning of 10 TAC §11.1(d)(30)) by a for-profit organization with respect to the Development.
(2) Caritas of Austin is a “Qualified Nonprofit Organization” within the meaning of §2306.6706 and §42(h)(5) of the Internal Revenue Code.

(3) Caritas of Austin is an organization described in paragraph (3) or (4) of §501(c), is exempt from taxation under §501(a) of the Internal Revenue Code, and is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period. Caritas of Austin is the Sole Member and Manager of the General Partner of the Applicant.

(4) Caritas of Austin is an organization which specifically has the providing of low-income housing as one of its tax exempt purposes and the development and operation of the Development as low income housing is a legal purpose of the Applicant.

(5) Espero Austin at Rutland, LP, a Texas limited partnership, is eligible for a housing credit allocation from a set-aside reserved for the use of qualified nonprofit organizations. Caritas of Austin, a qualified nonprofit organization is the Sole Member and Manager of the General Partner of the limited partnership applicant; and otherwise satisfies the requirements of §2306.6706 and §2306.6729 of the Tex. Gov’t Code and §42(h)(5) of the Internal Revenue Code.

(6) Espero Austin at Rutland, LP will have the Sole Member and Manager of the General Partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of §2306.6706 and §2306.6729 of the Tex. Gov’t Code and §42(h)(5) of the Internal Revenue Code be the Developer or co-Developer as evidenced in the development agreement.

(7) Caritas of Austin prohibits any member of its board of directors, other than a chief staff member, serving concurrently as a member of the board, from receiving material compensation for service on the Board.

(8) Caritas of Austin has the ability to do business as a nonprofit in Texas.

With respect to certain matters of fact which form the basis of the opinions expressed herein, we have relied upon and assumed the truth, accuracy and completeness of the representations, warranties, and certifications of the material documents reviewed only.

The opinions expressed herein are based upon applicable laws, statutes, ordinances, rules and regulations of the State of Texas as exist on this date, and we express no opinion as to the effect which any future amendments, changes, additions or modifications thereof may have on the future performance of the material documents reviewed. Moreover, we assume no obligation to update or supplement our opinion to reflect any facts or circumstances which may hereafter come to our attention or changes in law which may hereafter occur.
This opinion is limited to those matters specifically set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is for the exclusive reliance by the Department. This opinion may not be delivered to or relied upon by any other person or entity without our express written consent.

Sincerely,

S. Shawn Whitney, Esq.  
Spencer Fane, LLP
MEMO

To: Jennifer Hicks  
   True Casa Consulting

From: Elizabeth Perch, CPA, MBA  
   Caritas of Austin  
   CFO

Date: February 20, 2020

Re: Past 3 YRS Financials

I have enclosed the FY17 & FY18 Audited Financials and the FY19 Unaudited Financials for Caritas of Austin for the purposes of our application. The FY19 Audited Financials should be finalized by the end of March.

The FY18 Audited Financials will show a loss of approximate net loss of 572K. Starting in 2017, Caritas of Austin’s refugee resettlement program suffered due to a lack of refugee arrivals in the United States which in turn led to a decrease in funding for the program. As a result, this program was closed in FY18 but still had programmatic costs of $817K. Despite the volatility with the refugee resettlement program in 2017-2018, Caritas remains financially sound as an organization which is reflected in not only in our FY17 Audited Financials ($315K net gain) but also in our unaudited FY19 financials ($432K net gain).
## Statement of Revenues and Expenditures
From 10/1/2018 Through 9/30/2019

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<th>Current Year Actual</th>
<th>Prior Year Actual</th>
<th>Current Year Change</th>
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<td><strong>REVENUE</strong></td>
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<td>Government Grant Revenue</td>
<td>7,154,981</td>
<td>7,474,968</td>
<td>(319,987) -4%</td>
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<td>Philanthropic Income</td>
<td>2,998,228</td>
<td>2,344,185</td>
<td>654,043 28%</td>
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<td>Special Events Revenue</td>
<td>593,610</td>
<td>460,529</td>
<td>133,081 29%</td>
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<td>Investment Income</td>
<td>5,509</td>
<td>2,245</td>
<td>3,264 145%</td>
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<td>Client Rent</td>
<td>172,290</td>
<td>191,294</td>
<td>(19,004) -10%</td>
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<tr>
<td>Gain / Loss</td>
<td>861</td>
<td>(93)</td>
<td>954 1026%</td>
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<tr>
<td>Misc. Revenue</td>
<td>38,345</td>
<td>78,774</td>
<td>(40,429) -51%</td>
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<td>Rental Revenue</td>
<td>18,890</td>
<td>7,586</td>
<td>11,304 149%</td>
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<tr>
<td>Total REVENUE</td>
<td>10,982,714</td>
<td>10,559,489</td>
<td>423,226 4%</td>
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| **EXPENDITURES**       |                     |                   |                     |
| Client Assistance      | 4,388,725           | 4,761,349         | (372,624) -8%       |
| Personnel              | 3,430,191           | 3,832,802         | (402,610) -11%      |
| Printing, postage and supplies | 118,112         | 166,926           | (48,814) -29%      |
| Communication          | 67,803              | 69,721            | (1,919) -3%         |
| Professional and Contracts | 1,614,966        | 1,323,415         | 291,551 22%        |
| Occupancy              | 335,341             | 397,811           | (62,470) -16%      |
| Travel/Vehicle Maintenance | 87,927            | 124,434           | (36,506) -29%      |
| fundraising            | 249,674             | 254,708           | (5,034) -2%        |
| Insurance              | 27,365              | 28,446            | (1,081) -4%        |
| Depreciation           | 134,788             | 136,596           | (1,808) -1%        |
| Other                  | 95,537              | 34,305            | 61,231 178%        |
| Total EXPENDITURES     | 10,550,429          | 11,130,513        | (580,084) -5%      |

| **IN KIND**            |                     |                   |                     |
| In Kind Revenues       | 347,654             | 285,916           | 61,737 22%         |
| In Kind Expenditures   | (347,654)           | (285,916)         | (61,737) 22%       |
| Total IN KIND          | 0                   | 0                 | 0                   |

| **NET REVENUE OVER EXPENDITURES** |                     |                   |                     |
|                                  | 432,285.00          | (571,024.00)      | 1,003,309.00 176%   |

| Transfers                | 152,750.00          | 151,932.00        | 818.00 1%           |
## ASSETS

### Current Assets

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<th>Prior Year</th>
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<tr>
<td>Cash &amp; Cash Equivalents</td>
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<td>1,296,877</td>
<td>62,476</td>
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<td>Accounts Receivable</td>
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<td>Inventories</td>
<td>29,484</td>
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<td>Prepaid Expenses</td>
<td>22,074</td>
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<td>(76,492)</td>
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<td>Other Current Assets</td>
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<td><strong>Total Current Assets</strong></td>
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### Non-Current Assets

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<th>Prior Year</th>
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<th>YTD % Change</th>
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<td>Property, Plant, &amp; Equipment</td>
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<td>Long-term Investments</td>
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<td><strong>Total Non-Current Assets</strong></td>
<td><strong>1,161,331</strong></td>
<td><strong>1,284,499</strong></td>
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**Total ASSETS**

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<td>3,915,609</td>
<td>3,521,014</td>
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## LIABILITIES

### Current Liabilities

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<td>Accounts Payable</td>
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<td>Accrued Expenses</td>
<td>210,673</td>
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<td><strong>Total Current Liabilities</strong></td>
<td><strong>527,723</strong></td>
<td><strong>684,009</strong></td>
<td><strong>(157,112)</strong></td>
<td><strong>-23%</strong></td>
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</tbody>
</table>

### Non-Current Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>YTD Change</th>
<th>YTD % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes Payable</td>
<td>150,000</td>
<td>0</td>
<td>150,000</td>
<td>-100%</td>
</tr>
<tr>
<td>Other Long-term Liabilities</td>
<td>19,671</td>
<td>50,249</td>
<td>(30,578)</td>
<td>-61%</td>
</tr>
<tr>
<td><strong>Total Non-Current Liabilities</strong></td>
<td><strong>169,671</strong></td>
<td><strong>50,249</strong></td>
<td><strong>119,422</strong></td>
<td><strong>238%</strong></td>
</tr>
<tr>
<td><strong>Total LIABILITIES</strong></td>
<td><strong>697,394</strong></td>
<td><strong>734,258</strong></td>
<td><strong>(37,864)</strong></td>
<td><strong>-5%</strong></td>
</tr>
</tbody>
</table>

## FUND BALANCE - NET ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>YTD Change</th>
<th>YTD % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance - Net Assets</td>
<td>2,938,680</td>
<td>3,509,712</td>
<td>152,750</td>
<td>4%</td>
</tr>
<tr>
<td><strong>Total Beginning Balance - Net Assets</strong></td>
<td><strong>2,938,680</strong></td>
<td><strong>3,509,712</strong></td>
<td><strong>152,750</strong></td>
<td><strong>4%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>YTD Change</th>
<th>YTD % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in Fund Balance</td>
<td>279,535</td>
<td>(722,956)</td>
<td>279,535</td>
<td>-39%</td>
</tr>
<tr>
<td><strong>Total Change in Fund Balance</strong></td>
<td><strong>279,535</strong></td>
<td><strong>(722,956)</strong></td>
<td><strong>279,535</strong></td>
<td><strong>-39%</strong></td>
</tr>
<tr>
<td><strong>Total FUND BALANCE - NET ASSETS</strong></td>
<td><strong>3,218,215</strong></td>
<td><strong>2,786,756</strong></td>
<td><strong>432,285</strong></td>
<td><strong>16%</strong></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES AND FUND BALANCE**

<table>
<thead>
<tr>
<th>Current Year</th>
<th>Prior Year</th>
<th>YTD Change</th>
<th>YTD % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,915,609</td>
<td>3,521,014</td>
<td>394,595</td>
<td>11%</td>
</tr>
</tbody>
</table>
CARITAS OF AUSTIN
(A Nonprofit Corporation)

Report of Independent Auditor and Financial Statements with Reports on Federal Award Programs in Accordance with the Uniform Guidance

September 30, 2018 and 2017
**Table of Contents**

**September 30, 2018 and 2017**

<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report of Independent Auditor</td>
</tr>
</tbody>
</table>

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- Notes to Schedule of Expenditures of Federal Awards | 22 |
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REPORT OF INDEPENDENT AUDITOR

To the Board of Directors
Caritas of Austin
Austin, Texas:

We have audited the accompanying financial statements of Caritas of Austin ("Caritas"), which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Caritas of Austin as of September 30, 2018 and 2017, and the changes in its net assets, functional expenses and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.
Other Matters

Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2019 on our consideration of Caritas’ internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caritas’ internal controls over financial reporting and compliance.

PMB HELIN DONOVAN, LLP

June 27, 2019
Austin, Texas
CARITAS OF AUSTIN  
(A NONPROFIT CORPORATION)  
Statements of Financial Position  
September 30, 2018 and 2017

<table>
<thead>
<tr>
<th>Assets</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$1,296,878</td>
<td>$1,296,889</td>
</tr>
<tr>
<td>Investments</td>
<td>25,139</td>
<td>-</td>
</tr>
<tr>
<td>Pledges receivable, net</td>
<td>68,094</td>
<td>151,953</td>
</tr>
<tr>
<td>Grants and other receivables</td>
<td>749,590</td>
<td>1,005,857</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>121,955</td>
<td>118,230</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>1,259,360</td>
<td>1,388,164</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$3,521,016</strong></td>
<td><strong>$3,961,093</strong></td>
</tr>
</tbody>
</table>

| Liabilities and Net Assets            |          |            |
| Liabilities:                          |          |            |
| Accounts payable                      | $451,059 | $295,176   |
| Accrued expenses and other current liabilities | 284,026 | 308,137   |
| **Total liabilities**                 | 735,085  | 603,313    |
| Net assets:                           |          |            |
| Without donor restrictions            | 2,598,537 | 2,681,519 |
| With donor restrictions               | 187,394  | 676,261    |
| **Total net assets**                  | **2,785,931** | **3,357,780** |
| **Total liabilities and net assets**  | **$3,521,016** | **$3,961,093** |

See report of independent auditor and accompanying notes
### CARITAS OF AUSTIN
(A NONPROFIT CORPORATION)
Statement of Activities
For the Year Ended September 30, 2018

<table>
<thead>
<tr>
<th></th>
<th>Net Assets Without Donor Restrictions</th>
<th>Net Assets With Donor Restrictions</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Support and revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Governmental grant revenue</td>
<td>$ 7,474,968</td>
<td>$ -</td>
<td>$ 7,474,968</td>
</tr>
<tr>
<td>Contribution revenue</td>
<td>2,111,134</td>
<td>233,051</td>
<td>2,344,185</td>
</tr>
<tr>
<td>In-Kind revenue</td>
<td>285,916</td>
<td>-</td>
<td>285,916</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special events income</td>
<td>460,529</td>
<td>-</td>
<td>460,529</td>
</tr>
<tr>
<td>Clients' rent</td>
<td>198,880</td>
<td>-</td>
<td>198,880</td>
</tr>
<tr>
<td>Interest income</td>
<td>2,148</td>
<td>-</td>
<td>2,148</td>
</tr>
<tr>
<td>Other revenue</td>
<td>78,782</td>
<td>-</td>
<td>78,782</td>
</tr>
<tr>
<td>Net assets released from restrictions</td>
<td>721,918</td>
<td>(721,918)</td>
<td>-</td>
</tr>
<tr>
<td>Total support and revenue</td>
<td>11,334,275</td>
<td>(488,867)</td>
<td>10,845,408</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Best Single Source Plus collaboration</td>
<td>3,925,178</td>
<td>-</td>
<td>3,925,178</td>
</tr>
<tr>
<td>Refugee resettlement</td>
<td>816,553</td>
<td>-</td>
<td>816,553</td>
</tr>
<tr>
<td>Supportive housing</td>
<td>2,364,604</td>
<td>-</td>
<td>2,364,604</td>
</tr>
<tr>
<td>Employment services</td>
<td>644,587</td>
<td>-</td>
<td>644,587</td>
</tr>
<tr>
<td>Other program support</td>
<td>564,692</td>
<td>-</td>
<td>564,692</td>
</tr>
<tr>
<td>Food services</td>
<td>444,810</td>
<td>-</td>
<td>444,810</td>
</tr>
<tr>
<td>Veterans services</td>
<td>639,390</td>
<td>-</td>
<td>639,390</td>
</tr>
<tr>
<td>Education</td>
<td>160,693</td>
<td>-</td>
<td>160,693</td>
</tr>
<tr>
<td>Total program services</td>
<td>9,560,507</td>
<td>-</td>
<td>9,560,507</td>
</tr>
<tr>
<td>Support services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>1,099,602</td>
<td>-</td>
<td>1,099,602</td>
</tr>
<tr>
<td>General and administrative</td>
<td>757,148</td>
<td>-</td>
<td>757,148</td>
</tr>
<tr>
<td>Total support services</td>
<td>1,856,750</td>
<td>-</td>
<td>1,856,750</td>
</tr>
<tr>
<td>Total expenses</td>
<td>11,417,257</td>
<td>-</td>
<td>11,417,257</td>
</tr>
<tr>
<td><strong>Change in net assets</strong></td>
<td>(82,982)</td>
<td>(488,867)</td>
<td>(571,849)</td>
</tr>
<tr>
<td><strong>Net assets at beginning of year</strong></td>
<td>2,681,519</td>
<td>676,261</td>
<td>3,357,780</td>
</tr>
<tr>
<td><strong>Net assets at end of year</strong></td>
<td>$2,598,537</td>
<td>$187,394</td>
<td>$2,785,931</td>
</tr>
</tbody>
</table>

See report of independent auditor and accompanying notes.
<table>
<thead>
<tr>
<th></th>
<th>Net Assets Without Donor Restrictions</th>
<th>Net Assets With Donor Restrictions</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Support and revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Governmental grant revenue</td>
<td>$ 9,190,749</td>
<td>$ -</td>
<td>$ 9,190,749</td>
</tr>
<tr>
<td>Contribution revenue</td>
<td>1,789,678</td>
<td>1,095,926</td>
<td>2,885,604</td>
</tr>
<tr>
<td>In-Kind revenue</td>
<td>341,101</td>
<td>-</td>
<td>341,101</td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special events income</td>
<td>360,491</td>
<td>-</td>
<td>360,491</td>
</tr>
<tr>
<td>Clients' rent</td>
<td>182,259</td>
<td>-</td>
<td>182,259</td>
</tr>
<tr>
<td>Interest income</td>
<td>546</td>
<td>-</td>
<td>546</td>
</tr>
<tr>
<td>Other revenue</td>
<td>54,386</td>
<td>-</td>
<td>54,386</td>
</tr>
<tr>
<td><strong>Net assets released from restrictions</strong></td>
<td>727,381</td>
<td>(727,381)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total support and revenue</strong></td>
<td>12,646,591</td>
<td>368,545</td>
<td>13,015,136</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program services:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Best Single Source Plus collaborative</td>
<td>4,056,650</td>
<td>-</td>
<td>4,056,650</td>
</tr>
<tr>
<td>Refugee resettlement</td>
<td>1,395,634</td>
<td>-</td>
<td>1,395,634</td>
</tr>
<tr>
<td>Supportive housing</td>
<td>2,296,009</td>
<td>-</td>
<td>2,296,009</td>
</tr>
<tr>
<td>Employment services</td>
<td>1,381,649</td>
<td>-</td>
<td>1,381,649</td>
</tr>
<tr>
<td>Other program support</td>
<td>382,754</td>
<td>-</td>
<td>382,754</td>
</tr>
<tr>
<td>Food services</td>
<td>491,575</td>
<td>-</td>
<td>491,575</td>
</tr>
<tr>
<td>Veterans services</td>
<td>651,361</td>
<td>-</td>
<td>651,361</td>
</tr>
<tr>
<td>Education</td>
<td>171,116</td>
<td>-</td>
<td>171,116</td>
</tr>
<tr>
<td><strong>Total program services</strong></td>
<td>10,826,747</td>
<td>-</td>
<td>10,826,747</td>
</tr>
<tr>
<td><strong>Support services:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>1,077,236</td>
<td>-</td>
<td>1,077,236</td>
</tr>
<tr>
<td>General and administrative</td>
<td>795,253</td>
<td>-</td>
<td>795,253</td>
</tr>
<tr>
<td><strong>Total support services</strong></td>
<td>1,872,489</td>
<td>-</td>
<td>1,872,489</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>12,699,236</td>
<td>-</td>
<td>12,699,236</td>
</tr>
<tr>
<td><strong>Change in net assets</strong></td>
<td>(52,645)</td>
<td>368,545</td>
<td>315,900</td>
</tr>
<tr>
<td><strong>Net assets at beginning of year</strong></td>
<td>2,734,164</td>
<td>307,716</td>
<td>3,041,880</td>
</tr>
<tr>
<td><strong>Net assets at end of year</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 2,681,519</td>
<td>$ 676,261</td>
<td>$ 3,357,780</td>
</tr>
</tbody>
</table>

See report of independent auditor and accompanying notes.
## Program Services

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Client Assistance</td>
<td>$3,325,022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>$1,061,265</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility</td>
<td>$816,553</td>
<td>$1,220,320</td>
<td>$1,050</td>
<td>$33,527</td>
<td>$221,055</td>
<td>$3,325,022</td>
<td>$3,325,022</td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>$271,201</td>
<td>9,903</td>
<td>115,601</td>
<td>223,007</td>
<td>178,090</td>
<td>4,630,415</td>
<td>4,651,326</td>
<td></td>
</tr>
<tr>
<td>Financial assistance</td>
<td>$271,201</td>
<td>9,903</td>
<td>115,601</td>
<td>223,007</td>
<td>178,090</td>
<td>4,630,415</td>
<td>4,651,326</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$271,201</td>
<td>9,903</td>
<td>115,601</td>
<td>223,007</td>
<td>178,090</td>
<td>4,630,415</td>
<td>4,651,326</td>
<td></td>
</tr>
<tr>
<td>Total direct client assistance</td>
<td>$2,632,088</td>
<td>$1,434,265</td>
<td>$2,033,627</td>
<td>$2,207,795</td>
<td>$2,935,186</td>
<td>$5,567,642</td>
<td>$5,579,642</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$816,553</td>
<td>$1,220,320</td>
<td>$1,050</td>
<td>$33,527</td>
<td>$221,055</td>
<td>$3,325,022</td>
<td>$3,325,022</td>
<td></td>
</tr>
<tr>
<td>Payroll taxes and benefits</td>
<td>$816,553</td>
<td>$1,220,320</td>
<td>$1,050</td>
<td>$33,527</td>
<td>$221,055</td>
<td>$3,325,022</td>
<td>$3,325,022</td>
<td></td>
</tr>
<tr>
<td>Total personnel</td>
<td>$816,553</td>
<td>$1,220,320</td>
<td>$1,050</td>
<td>$33,527</td>
<td>$221,055</td>
<td>$3,325,022</td>
<td>$3,325,022</td>
<td></td>
</tr>
<tr>
<td>Printing, postage and supplies</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional and contract services</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy costs</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel &amp; vehicle expenses</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Promotion and development</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other expenses</td>
<td>$757,148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total expenses</td>
<td>$3,925,178</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
<td>$2,364,604</td>
</tr>
</tbody>
</table>

See report of independent auditor and accompanying notes.
### Program Services

#### Expenses:

<table>
<thead>
<tr>
<th></th>
<th>Best Single</th>
<th>Refugee</th>
<th>Supportive</th>
<th>Employment</th>
<th>Other</th>
<th>Program</th>
<th>Food</th>
<th>Veterans</th>
<th>Education</th>
<th>Total Program</th>
<th>Fundraising</th>
<th>General and Administrative</th>
<th>Total Support</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>$1,616,697</td>
<td>$373,125</td>
<td>$1,167,402</td>
<td>$ -</td>
<td>$9,721</td>
<td>$ -</td>
<td>$203,820</td>
<td>$ -</td>
<td>$3,370,764</td>
<td>$8,486</td>
<td>$400</td>
<td>$8,886</td>
<td>$3,379,650</td>
<td></td>
</tr>
<tr>
<td>Utility</td>
<td>285,344</td>
<td>29,856</td>
<td>53,247</td>
<td>66</td>
<td>15</td>
<td>-</td>
<td>16,609</td>
<td>-</td>
<td>385,137</td>
<td>1,192</td>
<td>-</td>
<td>1,192</td>
<td>386,329</td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>-</td>
<td>4,552</td>
<td>55</td>
<td>7</td>
<td>65</td>
<td>49,667</td>
<td>-</td>
<td>-</td>
<td>54,346</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>54,346</td>
<td></td>
</tr>
<tr>
<td>Financial assistance</td>
<td>-</td>
<td>294,397</td>
<td>1,383</td>
<td>785,515</td>
<td>65</td>
<td>313</td>
<td>-</td>
<td>1,081,673</td>
<td>1,547</td>
<td>-</td>
<td>1,547</td>
<td>1,083,220</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>256,083</td>
<td>113,975</td>
<td>35,758</td>
<td>157,392</td>
<td>36,655</td>
<td>115</td>
<td>62,548</td>
<td>-</td>
<td>662,526</td>
<td>23,995</td>
<td>4,050</td>
<td>28,045</td>
<td>690,571</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2,158,124</td>
<td>815,905</td>
<td>1,257,846</td>
<td>942,979</td>
<td>46,521</td>
<td>50,095</td>
<td>282,976</td>
<td>-</td>
<td>5,554,446</td>
<td>35,220</td>
<td>4,450</td>
<td>39,670</td>
<td>5,394,116</td>
<td></td>
</tr>
</tbody>
</table>

|                      |            |         |            |            |       |         |       |          |            |                |             |                           |               |       |
| Total direct client assistance | 2,158,124 | 815,905 | 1,257,846  | 942,979   | 46,521| 50,095  | 282,976| -        | 5,554,446  | 35,220         | 4,450        | 39,670                     | 5,394,116     |       |

| Salaries             | 620,481     | 292,758 | 613,051    | 225,972   | 188,840| 189,644 | 253,494| 97,756   | 2,481,996  | 381,377        | 514,901     | 896,278                    | 3,378,273     |       |
| Payroll taxes and benefits | 134,688     | 63,515  | 124,416    | 48,190    | 41,639 | 47,975  | 53,250 | 21,695   | 535,367    | 78,519          | 98,297      | 176,816                    | 712,183       |       |

| Printing, postage and supplies | 11,305  | 7,422   | 13,159     | 7,330     | 7,528  | 15,924  | 1,727  | 2,166    | 66,562     | 72,910         | 14,361      | 87,271                     | 153,832       |       |
| Communication         | 13,013     | 8,579   | 11,484     | 8,481     | 4,368  | 3,857   | 2,369  | 1,536    | 53,688     | 7,029          | 4,007       | 11,036                     | 64,723        |       |
| Professional and contract services | 980,487 | 85,240  | 65,169     | 59,490    | 8,175  | 5,346   | 7,346  | 21,321   | 1,232,574  | 244,517        | 78,750      | 323,266                    | 1,555,840     |       |
| Occupancy costs       | 67,900     | 46,360  | 68,358     | 48,581    | 69,696 | 27,849  | 17,336 | 10,610   | 356,691    | 38,996         | 24,896      | 63,892                     | 420,582       |       |
| Travel & vehicle expenses | 18,940  | 8,365   | 31,667     | 4,692     | 3,622  | 3,525   | 13,820 | 2,085    | 86,716     | 9,493          | 30,355      | 40,298                     | 127,014       |       |
| Promotional and development | -        | 779     | -          | -         | -     | -       | -     | -        | 1,008      | 157,479        | 1,977       | 159,456                    | 160,464       |       |
| Insurance             | 5,921      | 4,911   | 3,157      | 4,729     | 2,143  | 1,886   | 486   | 817      | 24,050     | 3,189          | 3,390       | 4,579                      | 28,629        |       |
| Depreciation          | 24,760     | 18,076  | 20,704     | 22,622    | 9,928  | 7,559   | 10,174| 4,766    | 118,589    | 14,020         | 4,327       | 18,346                     | 136,935       |       |
| In-kind               | 20,428     | 44,425  | 82,721     | 7,448     | 137,913| 8,142   | 7,444  | 308,522  | 24,522     | 8,058          | 32,580      | 341,101                    | -              |       |
| Other expenses        | 603        | 78      | 3,498      | 1,134     | 295    | 3       | 11     | 919      | 6,540      | 9,468          | 19,001      | 25,541                     | -              |       |
|                      | 1,143,357  | 223,456 | 300,696    | 164,508   | 105,754| 203,861 | 61,640 | 51,865   | 2,254,938  | 582,121        | 177,605     | 759,725                    | 3,014,663     |       |

| Total expenses       | $4,056,650 | 1,395,634| 2,296,009  | 1,381,649 | 382,754| 491,575 | 651,361| 171,116  | 10,826,747 | 1,077,236      | 795,253     | 1,872,489                   | 12,699,236    |       |
### Statements of Cash Flows
#### September 30, 2018 and 2017

<table>
<thead>
<tr>
<th>Cash flows from operating activities:</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in net assets</td>
<td>$(571,849)</td>
<td>$315,900</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash flows from operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>136,596</td>
<td>136,935</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pledges receivable, net</td>
<td>83,859</td>
<td>(24,800)</td>
</tr>
<tr>
<td>Grants and other receivables</td>
<td>256,267</td>
<td>516,491</td>
</tr>
<tr>
<td>Prepaid expenses and other assets</td>
<td>(3,725)</td>
<td>(36,474)</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>155,883</td>
<td>20,901</td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>(24,111)</td>
<td>(106,609)</td>
</tr>
<tr>
<td>Net cash provided by operating activities</td>
<td>32,920</td>
<td>822,344</td>
</tr>
</tbody>
</table>

| Cash flows from investing activities: |            |            |
| Purchases of investments             | (25,139)   | -          |
| Purchases of property and equipment  | (7,792)    | (18,898)   |
| Net cash used in investing activities | (32,931)   | (18,898)   |

| Cash flows from financing activities: |            |            |
| Net change in cash and cash equivalents | (11)       | 803,446    |

| Cash and cash equivalents at beginning of year | 1,296,889 | 493,443    |

| Cash and cash equivalents at end of year | $1,296,878 | $1,296,889 |

See report of independent auditor and accompanying notes.
NOTE 1 - ORGANIZATION

Caritas of Austin ("Caritas" or the "Organization"), a nonprofit organization incorporated in 1977, was founded in 1964 with the vision that all people deserve to have their basic needs met. Today Caritas of Austin intersects with thousands of people who are experiencing poverty and homelessness. Services focused on housing, food, education, and employment enable people to move toward stability and self-sufficiency. The following is an overview of Caritas's programs:

**Best Single Source Plus ("BSS Plus")** program is a collaboration among thirteen of the Austin and Travis County area’s leading nonprofit service providers, trading competition for collaboration to benefit those most in need. Participating agencies include: Aids Services of Austin, Any Baby Can, The Arc of the Capital Area, Caritas of Austin, Catholic Charities of Central Texas, Family Eldercare, Foundation for the Homeless, Front Steps, Goodwill Industries of Central Texas, Meals on Wheels and More, Safeplacce, and Salvation Army. The BSS Plus program provides comprehensive case management and basic needs such as rent, mortgage, utility assistance and housing support; and services to eligible individuals and families in the Travis County and Austin area. The program’s primary purpose is establishing housing stability, preventing, and ending homelessness. Caritas of Austin is the fiscal and administrative agent for BSS Plus and houses a dedicated Program Coordinator for the project.

**Resettlement Services** for documented refugees begins with their arrival in Austin and includes housing, cultural orientation, employment assistance, and connection to other community resources. The goal of these services is to help refugees’ transition to life in the United States and achieve self-sufficiency within their first six months of arrival. Refugees served are approved for resettlement by the United States government.

**Supportive Housing** programs provide permanent housing and onsite supportive services for individuals who have experienced long-term homelessness and who are recovering from the trauma they have experienced while being homeless.

**Employment Services** program provides clients opportunities to find and keep jobs in order to support themselves and their families. Clients receive assistance with short-term job placement as well as long-term career development. Services include: pre-employment preparation such as job readiness training, vocational certification, ESL classes, and assistance with professional recertification; referral and placement; work authorization; logistical support; new hire paperwork assistance; and post-hire support.

**Other Program Support** includes classes for highly trained volunteers that partner with clients to rebuild well-being in their lives. It includes program eligibility screening, scheduling appointments with program staff, and referring individuals to community resources.

**Food Services** consist of the Caritas Community Kitchen and food pantries. Each weekday the Caritas Community Kitchen serves a hot, nutritious lunch to over 200 people, no questions asked. The food pantries provide groceries and hygiene items to individuals and families already receiving services from Caritas of Austin.
The Supportive Services for Veteran Families program is designed to increase housing stability for veteran families that are at-risk of homelessness or experiencing homelessness. Supportive services include outreach, case management, help in obtaining VA benefits, emergency financial assistance, and assistance obtaining and coordinating other public benefits.

Education classes provide clients with opportunities to enrich their lives and help them reach their full potential. The program takes a holistic approach by teaching the participants the tools they will need to achieve their personal and financial goals. Caritas’ education classes focus on three areas: life skills, money management, and workforce development.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP) as defined by the Financial Accounting Standards Board Accounting Standards Codification.

Classification of Net Assets - The financial statements report information regarding Caritas's financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of Caritas and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to stipulations. Net assets without donor stipulations may be used for any purpose or designated for specific purposes by action of the Board of Directors of the Organization.

Net assets with donor restrictions - Net assets the use of which is subject to stipulations that can be fulfilled by actions of the Organization pursuant to those stipulations.

Use of Estimates - The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include allowances for doubtful accounts, useful lives of depreciable property and equipment and the allocation of functional expenses. Actual results could differ from these estimates.

Concentration of Credit Risk - Caritas maintains cash balances at federally insured financial institutions. At various times during the years ended September 30, 2018 and 2017, balances in these accounts may have exceeded Federal Deposit Insurance Corporation (FDIC) insured limits, however Caritas has not experienced and does not anticipate any credit losses on these deposits.

Cash and Cash Equivalents - Cash equivalents are considered to be investments purchased with original maturities of three months or less.
Property and Equipment - Property and equipment valued at $1,000 or greater are recorded at cost when purchased. Donated property and equipment is recorded at the fair market value as of the date of the gift. Depreciation is calculated on the straight-line basis over the estimated useful lives of the assets, generally 5 years for furniture and fixtures and 39 years for buildings. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in operations for the current period. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

The Organization reviews the carrying value of fixed assets for possible impairment whenever circumstances indicate the carrying amount of an asset may not be recoverable. An impairment loss is recognized to the extent the sum of undiscounted estimated cash flows expected from the use of the asset is less than the carrying amount. There were no events that occurred during the years ended December 31, 2018 or 2017 that would indicate an impairment of the Organization’s fixed assets.

Government Grant Revenue - Caritas considers all government grants and contracts to be exchange contracts and not contributions. Caritas recognizes revenue from these transactions as services are rendered and expenses are incurred. Caritas uses the allowance method to determine uncollectible receivables. The allowance is based on prior years’ experience and management’s analysis of accounts. There is no allowance for uncollectible grant receivables at September 30, 2018 and 2017, respectively.

Contribution Revenue - Contributions received including unconditional promises to give are recorded as support with donor restrictions, or support without donor restrictions in the period pledged depending on the existence and nature of any donor restrictions. Contributions received with donor-imposed restrictions that are satisfied in the same reporting period are reported as temporarily restricted revenue and released from restrictions. Conditional promises to give are recognized when the conditions on which they are dependent are substantially met. Caritas uses the allowance method to determine uncollectible unconditional pledges receivable. The allowance is based on prior years’ experience and management’s analysis of specific promises made. Allowances for uncollectible pledges as of September 30, 2018 and 2017 were $872 and $2,560, respectively.

Donated Services and Materials - Donated services and materials are reflected in the statement of activities as in-kind revenue at their fair value on the date of receipt. Donated services are recognized by Caritas if the services received create or enhance non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Functional Allocation of Expenses - The costs of providing Caritas’s various programs and supporting services have been reported on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs benefited and supporting services based on estimates provided by management. Expenses that are specifically identifiable to a function are allocated entirely to that function. Expenses that are not specifically identifiable to a function are allocated based upon management’s estimate of time and resources devoted to the function. The significant expenses that are allocated on the basis of time and effort include personnel, office and administration expenses, depreciation and amortization, travel and meeting, insurance, and rent.
Federal Income Tax Status - Caritas is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, except for any unrelated business activities. Unrelated business income, of which Caritas had no significant amounts for the years September 30, 2018 and 2017, is subject to federal income taxes. Accordingly, there is no provision or liability for federal income taxes in the accompanying financial statements.

Management has analyzed the tax positions taken by Caritas and has concluded that as of September 30, 2018 and 2017 there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. Management believes it is no longer subject to income tax examinations for years prior to its fiscal year ended September 30, 2015.

Recent Accounting Pronouncements - In February 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2017-02, Leases (Topic 842). This ASU requires a lessee to recognize a right-of-use asset and a lease liability under most operating leases in its balance sheet. For non-public companies, the ASU is effective for years beginning after December 15, 2019. Early adoption is permitted. Caritas has elected not to early adopt this ASU as of September 30, 2018.

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (ASU) 2014-09, Revenue Recognition (Topic 606). This ASU provides a single, comprehensive revenue recognition model for all contracts with customers to improve comparability within industries, across industries, and across capital markets. The revenue standard contains principles that an entity will apply to determine the measurement of revenue and the timing of revenue recognition. The new standard, as initially released, would be effective for fiscal years, and interim periods within those years, beginning after December 15, 2017 and early adoption would not be permitted. In July 2015, the FASB deferred the effective date of the new revenue standard by one year resulting in the new revenue standard being effective for fiscal years and interim periods beginning after December 15, 2018 and allowing entities to adopt one year earlier if they so elect. The new standard allows for two alternative implementation methods: the use of either (1) full retrospective application to each prior reporting period presented or (2) modified retrospective application in which the cumulative effect of initially applying the revenue standard is recognized as an adjustment to the opening balance of retained earnings in the period of adoption. The Organization plans to adopt the new standard for the fiscal year ending September 30, 2019 but has not yet determined the method by which the standard will be adopted. The Organization is currently evaluating the impact of the standard on its financial statements.

Date of Management's Review - Caritas evaluates events that occur subsequent to the statement of financial position date of periodic reports, but before the financial statements are issued for periods ending on such dates, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which Caritas’ financial statements are available for issue. For the financial statements, as of and for the year ending September 30, 2018, this date was June 27, 2019.
NOTE 3 - LIQUIDITY

The Organization’s financial assets available within one year of the balance sheet date for general expenditure are as follows:

<table>
<thead>
<tr>
<th>Financial Asset</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$1,296,878</td>
</tr>
<tr>
<td>Investments</td>
<td>25,139</td>
</tr>
<tr>
<td>Pledges receivable, net</td>
<td>68,094</td>
</tr>
<tr>
<td>Grants and other receivables</td>
<td>749,590</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,139,701</strong></td>
</tr>
</tbody>
</table>

None of the above financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. Receivable balances are expected to be collected within one year. The Organization has a goal to maintain financial assets, which consist of cash and receivables, on hand to meet normal operating expenses. As part of its liquidity management, the entity invests cash in excess of daily requirements in various short-term investments including cash and mutual funds.

Total net assets without donor restrictions as of September 30, 2018 were approximately $2.6 million. This is ample capital to fund the anticipated growth of the Organization in the subsequent year as well as any unanticipated contingencies or losses. Additionally, $7.1 million of grants have been renewed which will assist in funding operations during the following twelve months, and the Organization has approximately $750,000 of undrawn credit available if there is an unforeseen need for cash.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of September 30:

<table>
<thead>
<tr>
<th>Property and Equipment</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$220,800</td>
<td>$220,800</td>
</tr>
<tr>
<td>Buildings</td>
<td>2,041,187</td>
<td>2,033,395</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>234,166</td>
<td>249,220</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,496,153</td>
<td>2,503,415</td>
</tr>
<tr>
<td>Less: accumulated depreciation</td>
<td>(1,236,793)</td>
<td>(1,115,251)</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>$1,259,360</td>
<td>$1,388,164</td>
</tr>
</tbody>
</table>

Depreciation expense for the years ended September 30, 2018 and 2017 was $136,596 and $136,935, respectively.
NOTE 5 - ENDOWMENT FUNDS

During the 2006 fiscal year, Caritas established the Caritas of Austin Endowment Fund (the “Fund”), a permanent endowment fund, at Austin Community Foundation (the “Foundation”). The assets are irrevocably held by the Foundation and are managed to accomplish Caritas’s designated charitable purpose. The Fund’s assets are not recorded in the statement of financial position of Caritas as the Foundation reserves the power to modify any condition or restriction on the distributions from the Fund. The balance in the Fund as of September 30, 2018 and 2017, was $121,387 and $121,977, respectively. There were no transfers from Caritas to the Fund during the years ended September 30, 2018 and 2017.

Annually the Foundation’s Board of Governors makes a determination of the amount to grant to Caritas, based on the Foundation’s spending policy. The Foundation’s current spending policy is that five percent of the Fund’s value as of December 31 each year shall be the available for distribution in the following year. Such distribution will be available to Caritas pursuant to a letter of instruction from Caritas, but subject to the Foundation’s Board of Governors approval. If the amount available to grant is not distributed in a single year, any remaining balance available to grant will carry over to subsequent years. During the years ended September 30, 2018 and 2017, the Fund provided $3,100, each year, in grant revenue to Caritas.

NOTE 6 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were restricted for the following purposes at September 30:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive housing</td>
<td>$3,189</td>
<td>$2,256</td>
</tr>
<tr>
<td>Housing stability</td>
<td>4,124</td>
<td>67,599</td>
</tr>
<tr>
<td>Education</td>
<td>25,521</td>
<td>102,660</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>15,395</td>
<td>35,000</td>
</tr>
<tr>
<td>Resettlement</td>
<td>33,860</td>
<td>109,919</td>
</tr>
<tr>
<td>Employment</td>
<td>31,789</td>
<td>26,021</td>
</tr>
<tr>
<td>Veterans</td>
<td>11,468</td>
<td>-</td>
</tr>
<tr>
<td>Capital expansion</td>
<td>62,048</td>
<td>332,806</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$187,394</strong></td>
<td><strong>$676,261</strong></td>
</tr>
</tbody>
</table>
Net assets with donor restrictions released from restriction during the year were as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive housing</td>
<td>$35,406</td>
<td>$313,239</td>
</tr>
<tr>
<td>Housing stability</td>
<td>55,137</td>
<td>70,612</td>
</tr>
<tr>
<td>Education</td>
<td>89,639</td>
<td>44,326</td>
</tr>
<tr>
<td>Food services</td>
<td>12,500</td>
<td>-</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>19,605</td>
<td>60,000</td>
</tr>
<tr>
<td>Resettlement</td>
<td>91,059</td>
<td>155,223</td>
</tr>
<tr>
<td>Employment</td>
<td>66,731</td>
<td>83,981</td>
</tr>
<tr>
<td>Veterans</td>
<td>81,082</td>
<td>-</td>
</tr>
<tr>
<td>Capital expansion</td>
<td>270,759</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$721,918</td>
<td>$727,381</td>
</tr>
</tbody>
</table>

**Board Designated Net Assets** - As of September 30, 2018 and 2017, Caritas’s Board of Directors designated unrestricted net assets in the amount $62,048 and $385,769, respectively, to acquire, expand, equip, maintain, repair, or enhance the physical property or building systems located at 611 Neches and for the purchase reserve of Caritas’s North facility.

**NOTE 7 - DONATED SERVICES AND MATERIALS**

Donated services and materials that have been recognized and reported as in-kind revenue in the financial statements consisted of the following at September 30:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donated materials</td>
<td>$140,911</td>
<td>$30,998</td>
</tr>
<tr>
<td>Donated services</td>
<td>145,005</td>
<td>310,103</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$285,916</td>
<td>$341,101</td>
</tr>
</tbody>
</table>

Donated services include office rent, bus passes, and instructional services provided to various programs. Additional donated services to various programs were received by Caritas but did not meet the criteria for recognition in the financial statements.

**NOTE 8 - CONTINGENCIES**

Caritas receives government grants for specific purposes that are subject to review and audit by government agencies. Such audits could result in a request for reimbursement for expenditures disallowed under terms and conditions of the appropriate agency. In the opinion of Caritas’s management, such disallowances, if any, would not be significant.

Caritas also has rental agreements with area apartment complexes for placement of those in need of housing assistance. As of September 30, 2018, Caritas is contingently liable for rental payments of approximately $102,000, which will be covered through the use of future grant funds for housing assistance.
NOTE 9 - CONCENTRATIONS
For the year ended September 30, 2018, Caritas received grant funding from one government entity which accounted for 34% of total grant revenue and 38% of grants receivable. For the year ended September 30, 2017, Caritas received grant funding from three government entities which, when combined, accounted for 29% of grant revenue and 42% grants receivable.

NOTE 10 - OPERATING LEASES
Caritas has entered into several non-cancelable operating leases for office equipment and office space. Total rent expense was $66,760 and $65,588 during the years ended September 30, 2018 and 2017, respectively. Future minimum lease payments as of September 30, 2018, are as follows:

<table>
<thead>
<tr>
<th>Year ending</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$82,416</td>
</tr>
<tr>
<td>2020</td>
<td>$27,608</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$110,024</strong></td>
</tr>
</tbody>
</table>

NOTE 11 - RELATED PARTIES
Certain members of the Board of Directors of Caritas contributed $128,370 and $440,463 to Caritas during the years ended September 30, 2018 and 2017, respectively.

NOTE 12 - RETIREMENT PLAN
Caritas participates in a 403b plan through One Voice Central Texas that allows employee elective deferrals up to the maximum amount allowed by law. Participants may make a separate election to defer up to 90% of any bonus compensation. Caritas makes matching contributions equal to 50% of the participant's elective deferrals up to 6% of a participant’s compensation. Caritas made matching contributions of $35,814 and $39,632 for the years ended September 30, 2018 and 2017, respectively.

NOTE 13 - LINE OF CREDIT
At September 30, 2018 and 2017, Caritas had available a line of credit with a financial institution. Maximum borrowings available under this line of credit are $750,000 and $300,000, as of September 30, 2018 and 2017, respectively. Interest on the line is based on the prime rate published in the Wall Street Journal in the "Money Rates" section plus 0.750% (6% at September 30, 2018). The line matures on September 2, 2019. There have been no draws on the line of credit during the years ended September 30, 2018 and 2017.
REPORT OF INDEPENDENT AUDITOR ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of
Caritas of Austin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of Caritas of Austin (the “Organization”), which comprise the statements of financial position as of September 30, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated June 27, 2019.

Internal Control Over Financial Reporting

In planning and performing our audits of the financial statements, we considered the Organization’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.
Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PMB HELIN DONOVAN, LLP

June 27, 2019
Austin, Texas
REPORT OF INDEPENDENT AUDITOR ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Board of Directors of
Caritas of Austin

Report on Compliance for Each Major Program

We have audited the compliance of Caritas of Austin (the “Organization”) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of the Organization’s major federal programs for the year ended September 30, 2018. The Organization’s major federal programs are identified on the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor’s Responsibility

Our responsibility is to express an opinion on compliance for the Organization’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal programs occurred. An audit includes examining, on a test basis, evidence about the Organization’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the Organization’s major federal programs. However, our audit does not provide a legal determination of the Organization’s compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization has complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended September 30, 2018.
Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization’s internal control over compliance with the types of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

PMB HELIN DONOVAN, LLP

June 27, 2019
Austin, Texas
### Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2018

<table>
<thead>
<tr>
<th>Grantor/Pass-through Agency</th>
<th>Federal CFDA Number</th>
<th>Grant/Contract Number</th>
<th>Subrecipient</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veteran's Administrations:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive Services for Veteran Families</td>
<td>64.033</td>
<td>12-TX-072</td>
<td>$ -</td>
<td>$ 552,312</td>
</tr>
<tr>
<td><strong>Total Veteran's Administration</strong></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$ 552,312</td>
</tr>
</tbody>
</table>

| U.S. Department of Homeland Security: | | | | |
| Pass-through programs from: | | | | |
| United States Conference of Catholic Bishops: | | | | |
| Cuban/ Haitian Entrant Program | 97.009 | N/A | - | $ 25,852 |
| **Total U.S. Department of Homeland Security** | | | | $ 25,852 |

| U.S. Department of State: | | | | |
| Pass-through programs from: | | | | |
| United States Conference of Catholic Bishops: | | | | |
| U.S. Refugee Admissions Program | 19.510 | N/A | - | $ 278,344 |
| **Total U.S. Department of State** | | | | $ 278,344 |

| U.S. Department of Health and Human Services: | | | | |
| Pass-through programs from: | | | | |
| Texas Health and Human Services Commission | | | | |
| Office of Immigration and Refugee Affairs: | | | | |
| Refugee Social Services Employment Program | 93.566 | 17A2TXRTAG | - | $ 265,928 |
| Refugee Social Services Employment Program | 93.584 | 1806TXRCMA | - | 404,777 |
| **Total U.S. Department of Health and Human Services** | | | | $ 670,705 |

| U.S. Department of Housing and Urban Development: | | | | |
| Supportive Housing Program | 14.235 | TX0030L6J031608 | - | $ 335,303 |
| Supportive Housing Program | 14.235 | TX0040L6J031609 | - | 223,840 |
| Supportive Housing Program | 14.235 | TX0031L6J031607 | - | 228,068 |
| Supportive Housing Program | 14.235 | TX0317L6J031605 | - | 686,445 |
| **Total U.S. Department of Housing and Urban Development** | | | | $ 1,473,656 |

**Total Expenditures of Federal Awards**

|  |  |  |  | $ - | $ 3,000,869 |

See accompanying notes to the Schedule of Federal Awards
(1) **Summary of Significant Accounting Policies**

(a) **Reporting Entity**
The Schedule of Expenditures of Federal Awards (the “Schedule”) includes the activity of all federal grant programs administered by Caritas of Austin (“Caritas”). Caritas’s organization is defined in Note 1 of Caritas’s basic financial statements.

(b) **Basis of Presentation**
The Schedule presents total federal awards expended for each individual program in accordance with the Uniform Guidance.

(c) **Basis of Accounting**
The expenditures for the federal financial assistance programs are presented on the accrual basis of accounting, which is defined in Note 2 of Caritas’s basic financial statements.

(2) **Relationship to Financial Reports**
The amounts reported in the financial reports agree with the amounts reported in the accompanying Schedule which is prepared on the basis explained in Note 1 of Caritas of Austin.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total federal awards per schedule of federal expenditures</td>
<td>$3,000,869</td>
</tr>
<tr>
<td>Plus: non-federal funding sources</td>
<td>$4,474,099</td>
</tr>
<tr>
<td>Total revenue per statement of activities</td>
<td>$7,474,968</td>
</tr>
</tbody>
</table>

(3) **Indirect Cost Rate**
Caritas of Austin does not have a negotiated indirect cost rate and; therefore, was eligible to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance, section 414.

(4) **Subsequent Events**
The Organizations’ management has evaluated and disclosed subsequent events through June 27, 2019, the date the financial statements were available to be issued.
Section I - Summary of Auditor’s Results

A. Financial Statements

Type of auditor’s report issued: Unmodified opinion

Internal control over financial reporting:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? None reported

Noncompliance material to financial statements noted? No

B. Federal Awards

Internal control over major programs:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? None reported

Type of auditors’ report issued on compliance for major programs: Unmodified opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? No

Identification of major federal programs:

<table>
<thead>
<tr>
<th>CFDA Number</th>
<th>Name of Federal Program or Cluster</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.235</td>
<td>U.S. Department of Urban Housing-Supportive Housing</td>
</tr>
</tbody>
</table>

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee? Yes

Section II - Financial Statement Findings

None reported

Section III – Federal Award Findings

None reported
Section IV – Summary Schedule of Prior Audit Findings

None reported
Tab 41 – Nonprofit Support Documentation

ESPERO AUSTIN AT RUTLAND - AUSTIN, TEXAS

TDHCA #20040

Certification that the majority of Caritas of Austin’s Board Members reside not more than 90 miles from the development

As President and Chief Executive Officer of Caritas of Austin, I hereby certify that the majority of Caritas of Austin’s Board Members reside not more than 90 miles from the proposed development, Espero Austin at Rutland. Attached to this certification is a list of board members and their principal home addresses.

[Signature]
Jo Kathryn Quinn
President and Chief Executive Officer
Caritas of Austin

Date
2.19.2020
Tab 42 – Development Team Members
### Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

#### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vecino Bond Group, LLC</td>
<td>(417) 861-6212</td>
</tr>
<tr>
<td>Richard Manzardo</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Rick@vecinogroup.com">Rick@vecinogroup.com</a></td>
<td>TBD</td>
<td>46-1117206</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

#### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vecino Construction, LLC</td>
<td>(518) 514-8119</td>
</tr>
<tr>
<td>Mike Willemsen</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Mike@veciniogroup.com">Mike@veciniogroup.com</a></td>
<td>TBD</td>
<td>45-2784375</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

#### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TBD</td>
<td>45-2784375</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  

This is a direct or indirect, financial, or other interest with Applicant or other team members*  

#### Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vecino Construction, LLC</td>
<td>(518) 514-8119</td>
</tr>
<tr>
<td>Mike Willemsen</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Mike@vecinogroup.com">Mike@vecinogroup.com</a></td>
<td>TBD</td>
<td>45-2784375</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

#### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vecino Design, LLC</td>
<td>(385) 273-3093</td>
</tr>
<tr>
<td>Baxter Reecer</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:baxter@vecinogroup.com">baxter@vecinogroup.com</a></td>
<td>TBD</td>
<td>82-2996954</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

2/28/2020
### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Wuest</td>
<td><a href="mailto:scott@wuestgrouptx.com">scott@wuestgrouptx.com</a></td>
<td>TBD</td>
<td>26-4221713</td>
</tr>
</tbody>
</table>

#### Civil Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert O. (Bob) Coe, II</td>
<td><a href="mailto:Robertocoe2@gmail.com">Robertocoe2@gmail.com</a></td>
<td>TBD</td>
<td>SS number (private)</td>
</tr>
</tbody>
</table>

#### Market Analyst:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>George F.Littlejohn</td>
<td><a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a></td>
<td>TBD</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

#### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Whitney</td>
<td><a href="mailto:swhitney@spencerfane.com">swhitney@spencerfane.com</a></td>
<td>TBD</td>
<td>44-0561981</td>
</tr>
</tbody>
</table>

#### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>George F. Littlejohn</td>
<td><a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a></td>
<td>TBD</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

#### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
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<td><a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a></td>
<td>TBD</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

2/28/2020
<table>
<thead>
<tr>
<th><strong>Property Manager:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TBD - interviewing firms</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Originator of Underwriter:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>M1 Bank</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Robert G. McLain</strong></td>
<td><em>(314) 566-4792</em></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Bond Issuer:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>N/A</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
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</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Syndicator:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boston Financial Investment Management</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Ryan Lane</strong></td>
<td><em>(617) 488-3370</em></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
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<td><strong>Email</strong></td>
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<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Supportive Services Provider:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Caritas of Austin</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Jo Kathryn Quinn</strong></td>
<td><em>(512) 466-7080</em></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
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<tr>
<td><strong>Email</strong></td>
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<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
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<tr>
<th><strong>Supportive Services Provider:</strong></th>
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<tr>
<td><strong>Contact Name</strong></td>
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<td><strong>Phone</strong></td>
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<td><strong>Email</strong></td>
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<tr>
<td><strong>Certified Texas HUB?</strong></td>
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</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td></td>
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</table>

2/28/2020
<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Company</td>
<td>Troy Conover</td>
<td>(512) 329-0777</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Troy.Conover@austintitle.com">Troy.Conover@austintitle.com</a></td>
<td>TBD</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Application Consultant:</td>
<td>True Casa Consulting, LLC</td>
<td>Jennifer Hicks</td>
<td>(512) 203-4417</td>
<td>No</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jennifer@truecasa.net">jennifer@truecasa.net</a></td>
<td>TBD</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>ESA Provider:</td>
<td>Phase Engineering, Inc.</td>
<td>Diana Hendrick</td>
<td>(713) 476-9844</td>
<td>No</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Diana@phaseengineering.com">Diana@phaseengineering.com</a></td>
<td>TBD</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Scope and Cost Review (formerly PCA) Provider:</td>
<td>N/A</td>
<td>**</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Email</td>
<td>N/A</td>
<td>TBD</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Preservation Consultant:</td>
<td>N/A</td>
<td>**</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Email</td>
<td>N/A</td>
<td>TBD</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Other:</td>
<td>24 Vertical</td>
<td>(770) 865-1496</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:tporcena@24vertical.com">tporcena@24vertical.com</a></td>
<td>TBD</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>
As disclosed in the Uniform Application tab, Development Team Members, there is a direct relationship between the Applicant – Espero Austin at Rutland, LP – and several team members.

VBG-Caritas Rutland Austin, LLC is the General Partner of the Applicant.

VBG-Caritas Rutland Austin, LLC is owned 100% by Caritas of Austin.

Caritas of Austin is the managing member.

Caritas of Austin is the co-Developer of the project.

Caritas of Austin will have a property management role and will be the lead supportive service provider for the project.

Vecino Bond Group, LLC is the Administrative Limited Partner of the Applicant.

Vecino Bond Group, LLC is the Guarantor of the project.

Vecino Bond Group, LLC is the co-Developer of the project.

Vecino Bond Group, LLC, Vecino Design, LLC (architect), and Vecino Construction, LLC (general contractor and cost estimator) are all related entities.
Tab 43 – Architect Certification
The Engineer/Architect Certification dated on or after January 8 is included behind this tab.

The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I(We) certify that the net rentable square footage of the Development is 63,990 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 20,405 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: ______________________________________

Signature

_____________________________________

Date

_____________________________________

Printed Name

_____________________________________

License Number and State

_____________________________________

Firm Name (If applicable)
02/27/2020

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

To Whom It May Concern:

As the Architect for Espero Austin at Rutland, please accept this statement describing how accessibility requirements will be met. The development will be designed and built to comply with the accessibility standards that are required under Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B.

The development is a new construction building designed with 135 units. The development site is sufficient in size, exposure, and contour to accommodate the number of Units proposed. At least 10% (14 units) will be designed and built to be accessible for persons with mobility impairments and at least 2% (3 units) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. All units accessed by elevator or located on the ground floor, regardless of building type, are designed to meet the requirements of 10 TAC §10.101(b)(8)(B).

These units will be distributed throughout the Development and site so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Vecino Design
Bruce Adib-Yazdi, AIA VP Development
TX License Number 25892
Tab 44 – Experience Certificate
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 21, 2020

Mr. Richard Manzardo  
c/o Jennifer Hicks  
3000 Skylark Drive  
Austin, Texas 78757

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2020 QUALIFIED ALLOCATION PLAN

Dear Mr. Manzardo:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §11.204(6) of the 2020 Qualified Allocation Plan. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §11.204(6)(B), including the following requirements:

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

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

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this
certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.

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

Sincerely,

Marni Holloway
Director of Multifamily Finance

EBH
Tab 45 – 9% Applicant Credit Limit Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers “Yes” to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer “Yes” to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Espero Austin at Rutland, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. VBG-Caritas Rutland Aust In, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Caritas of Austin</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>4. Jo Kathryn Quinn</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5. Troy West</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6. Emily Blair</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7. Monica Crowley</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8. Lori Freedman</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9. Monica A. Gurman</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10. Tracy Snodgrass</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11. Anselmo Urate</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>12. Raquel Valdez Sanchez</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>13. Melissa Ayala</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>14. John Brindley</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>15. Erik Dithmer</td>
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</tr>
<tr>
<td>16. Larry Graham</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>17. Felicia Mason-Edwards</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>18. Ramesh Swaminathan</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>19. Vecino Bond Group, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>20. J. Matthew Miller</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>21. Richard Manzardo</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>22. Kim Buche</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>23.</td>
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<td>24.</td>
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<td>29.</td>
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<td>30.</td>
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</tbody>
</table>

Individually or as the General Partner(s) of officer(s) of the Applicant entity, I/we certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered “Yes” to Part b. above.

By: ________________________________  2.20.2020  Ms: ________________________________

Signature of Applicant  Date  PRESIDENT & CEO

2/20/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" in Part I (a) must complete this form.

Name and role of Person or Entity completing this form: Caritas of Austin

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate, or Guarantor. The undersigned represents to the Department that the following is a list of all Developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Espero Austin at Rutland</td>
<td>7</td>
<td>Austin</td>
<td>100% of GP</td>
<td>33.00%</td>
</tr>
<tr>
<td>Espero Austin at W. 24th</td>
<td>7</td>
<td>Austin</td>
<td>100% of GP</td>
<td>33.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Jo Kathryn Quinn is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Caritas of Austin
Printed Name
Date: 2/30/2020

2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Jo Kathryn Quinn

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
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<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Espero Austin at Rilland</td>
<td>7</td>
<td>Austin</td>
<td>100% of GP</td>
<td>33.00%</td>
</tr>
<tr>
<td>Espero Austin at W. 24th</td>
<td>7</td>
<td>Austin</td>
<td>100% of GP</td>
<td>33.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Jo Kathryn Quinn is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Jo Kathryn Quinn

Printed Name

Date: 3/20/2020

2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☒ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
Troy West  
Printed Name:  
Date: 2/20/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Emily Blair

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

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I acknowledge that Jo Kathryn Quinn is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Emily Blair

Printed Name

2/23/20

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Name: Monica Crowley]

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature: Monica Crowley]  Date: [2-17-2020]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Lori Freedman

Which is:
- [ ] the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Lori Freedman

Printed Name: Lori Freedman

Date: 2/17/20
Name and role of Person or Entity completing this form: [Mona A. Guzman]

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Monica A. Guzman] Printed Name

[2/27/2020] Date

2/26/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Tracy Snodgrass

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☐ a Developer for the Applicant for this specific Application  
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Ja Kathryn Quinn

...is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Signature of Applicant, Developer, Affiliate & Guarantor (as appropriate)  
Tracy Snodgrass

Date: 2/17/2020

2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Anselmo Unite

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Anselmo Unite

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Anselmo Unite

Printed Name

Date 2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Raquel Valdez Sanchez

Which is: 
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Raquel Valdez Sanchez

Date: 2/20/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Melissa Ayala

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Melissa Ayala  
Printed Name  
Date  

2/17/2020
Please find attached a revised form that needs your signature for the Housing Tax Credit application being submitted on behalf of Caritas on February 28th. We had to change up the ownership structure a bit to accommodate our property tax exemption. This form is reflective of that change. The form just needs a signature and you can scan back to me. You can drop the original in snail mail to me: Jennifer Hicks, 3000 Skylark Drive, Austin, TX 78757 OR just bring to the board meeting on Feb. 27th and give to JK or Jessica (but, I need the scanned version in email sooner.)

I also want to pose the following question that you can just reply back to me with YES or NO.

Do you have any experience with TDHCA funding – whether individually or through your membership/affiliation with any other organization or corporation?

THANK YOU!

Jennifer Hicks, Founder
True Casa Consulting, LLC
512.203.4417 mobile
www.truecasa.net

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*art II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: [signature]

Which is:  
☐ The Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ A Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☐ A Developer for the Applicant for this specific Application  
☐ An Affiliate to the Applicant  
☐ A Guarantor on the Application

Pursuant to §11.44 of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credits under authority from the Department in the current Application Round.

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I acknowledge that I am authorized to terminate the Application in the event of a conflict with §11.14(b) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate.

By: [Signature]

[Name of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Name]

[Date]

2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ___________________________  

Erik Dithmer

Which is: 
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I acknowledge that Jo Kathryn Quinn is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ___________________________  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Erik Dithmer

Printed Name

Date: 2/22/2020
II. Credit Limit Certification

Sections:
1. Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

The role and role of Person or Entity completing this form:  

LARRY GRAHAM

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

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knowledge that  

JO KATHRYN QUINN

is authorized to submit the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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I swear by penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate):  

LARRY GRAHAM

Printed Name:  

Date: 2/18/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:
Which is:
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Felicia Mason-Edwards

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Ja Keilwrig Quin

is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Felicia Mason-Edwards

Printed Name

Date

2/17/2020
rt it. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Signature of Person or Entity completing this form: Ramesh Swaminathan

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate): [Signature]

Printed Name: Ramesh Swaminathan

Date: 2/28/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Vecino Bond Group, LLC

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Vecino Bond Group, LLC  
Printed Name  
2/17/2020  
Date
Part II. Credit Limit Certification

Instructions:
each person and/or entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: J. Matthew Miller

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

J. Matthew Miller
Printed Name
2/17/2020
Date

2/17/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Richard Monzardo

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Richard Monzardo

Date: 2/17/2020
Part II. Credit Limit Certification

Instructions: each person and/or entity that answered "Yes" to Part I (a) must complete this form.

Name and role of Person or Entity completing this form: Kim Buche

Which is:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e., General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Kim Buche

Printed Name: Kim Buche

Date: 2/17/2020
Tab 46 – Community Input Scoring Items
## Community Input Scoring Items

### Local Government Support - §11.9(d)(1)

1. Resolution(s) of either "no objection" or "support" is included behind this tab.**
   - **City of Austin**
   - **Points Requested:** 17

   **Name of Local Government Body**

   **Name of Local Government Body (if applicable)**

   **Note that resolutions are due February 28, 2020**

### Quantifiable Community Participation - §11.9(d)(4)

2. Application expects to receive QCP points.**
   - **Points Requested:** 4

   **Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### Input from State Representative - §11.9(d)(5)

3. Letter of either support, neutrality, or opposition is included behind this tab.**
   - **Points Requested:** 8

   OR

   Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

   **No letter from a State Representative is included behind this tab.**

   **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

### Input from Community Organizations - §11.9(d)(6)

4. Applicant has included one or more letters of support or opposition behind this tab.**
   - **Points Requested:** 4

   **Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

   **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

   **Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

   **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

#### A. Family Eldercare

- **Name of Community Organization**
  - Kent Herring
  - **Contact Name**
  - **Support**
  - **Opposition**

#### B. Integral Care

- **Name of Community Organization**
  - David Evans
  - **Contact Name**
  - **Support**
  - **Opposition**

#### C. The SAFE Alliance

- **Name of Community Organization**
  - Kelly White
  - **Contact Name**
  - **Support**
  - **Opposition**

#### D. Front Steps, Inc.

- **Name of Community Organization**
  - Greg McCormack
  - **Contact Name**
  - **Support**
  - **Opposition**

#### E. Lifeworks

- **Name of Community Organization**
  - Susan McDowell
  - **Contact Name**
  - **Support**
  - **Opposition**

#### F. [Name of Community Organization]

- **Contact Name**
  - **Support**
  - **Opposition**

---

2/28/2020
Local Government Support
RESOLUTION NO. 20200206-022

WHEREAS, Espero Austin at Rutland, LP (Applicant), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 120 units to be located at or near 1934 Rutland Drive, Austin, TX 78758 (Proposed Development) within the City; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Proposed Development to be known as Espero Austin at Rutland; NOW, THEREFORE,

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

Pursuant to Section 11.3(c) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6703(a)(4) of the Texas Government Code, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas’ 2020 Qualified Allocation Plan, the City Council supports the Proposed Development; approves the construction of the Proposed Development; authorizes an allocation of Housing Tax Credits for the Proposed Development; and authorizes the Proposed Development to move forward.
BE IT FURTHER RESOLVED:

Pursuant to Section 11.9(d)(1) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6710(b) of the Texas Government Code, the City Council confirms that it supports the Proposed Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February, 2020

ATTEST: 

Jannette S. Goodall
City Clerk
Input from Community Organizations
February 4, 2020

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To Whom It May Concern:

On behalf of Family Eldercare, I am pleased to write this letter of support for Cartas of Austin and their proposed Espero Austin at Rutland (#20040) located at 1934 Rutland Drive in Austin, Texas, 78758.

Family Eldercare is a nonprofit, tax exempt community organization based in Austin, Texas. Family Eldercare has a mission to serve the aging population and adults with disabilities by providing services tailored to the individual to promote independence and stability.

Family Eldercare works everyday with our partners to prevent and end homelessness for people in Greater Austin. We believe that when every person has a stable place to call home, they can realize their full potential and contribute to the community. We serve the community where these proposed apartments are located and look forward to more affordable housing opportunities that allow us to expand our services.

Please see attached 501 (c)(3) determination letter. We have also attached a brochure which shows that we serve the Austin community and the area where this proposed project is located. Our website is www.familyeldercare.org and it provides more information about our services and organization.

Thank you for your consideration of their application for funding.

Sincerely,

[Signature]

Kent Herring
Chief Executive Officer
Family Eldercare
Family Eldercare has proudly served Central Texas’ most vulnerable population with our unique services since 1982. For the past 35 years, we have ensured our clients thrive in a supportive community with dignity and independence. Today, Family Eldercare provides a continuum of services to more than 6,000 clients.

Our services reach the Greater Austin Area through the following programs (Individual phone numbers are listed for the specific programs):

<table>
<thead>
<tr>
<th>In Home Care Services</th>
<th>Therapeutic Counseling In the Home-We come to YOU</th>
</tr>
</thead>
<tbody>
<tr>
<td>512.467.6168</td>
<td>512.483.3556</td>
</tr>
<tr>
<td>• Care Attendants provide non-medical care to adults in the home</td>
<td>• Covered by <strong>Medicare Part B</strong> (with a co-pay)</td>
</tr>
<tr>
<td>• Sliding scale available for those who qualify</td>
<td>• Licensed Clinical Social Workers provide counselling therapy IN THE HOME</td>
</tr>
<tr>
<td>• Homemaker-companionship, meal preparation, light housekeeping, medication reminders</td>
<td>• Specializing in: Life Transitions, Depression, Anxiety, Grief &amp; Loss, Emotional Trauma, Coping Skills, Family Conflicts, Caregiver Stress, Early Stages of Dementia</td>
</tr>
<tr>
<td>• Personal Assistance Services—personal care/grooming, hair &amp; skin care, bathing, toileting, transfers</td>
<td></td>
</tr>
<tr>
<td>• CUSTOMIZED SCHEDULE to meet your needs</td>
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<table>
<thead>
<tr>
<th>Lifetime Connections Without Walls</th>
<th>Rapid Rehousing</th>
</tr>
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<tbody>
<tr>
<td>512.626.1508</td>
<td>512-450-0844</td>
</tr>
<tr>
<td>• Offered to anyone over the age of 50</td>
<td>• Short to Medium-term assistance, usually between 3-24 months.</td>
</tr>
<tr>
<td>• Phone based program that offers socialization, brain fitness activities and educational presentations to homebound older adults who are socially or physically isolated from the community</td>
<td>• Focus on adults 55+</td>
</tr>
<tr>
<td></td>
<td>• Comprehensive Case Management to ensure housing stability</td>
</tr>
<tr>
<td>Texas Certified Guardianship</td>
<td>Money Management</td>
</tr>
<tr>
<td>----------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>512.450.0844</strong></td>
<td><strong>512.450.0844</strong></td>
</tr>
<tr>
<td><strong>Of the Person:</strong></td>
<td><strong>Our social workers collaborate with clients to:</strong></td>
</tr>
<tr>
<td>• Develop comprehensive service plan and coordinate services</td>
<td>• Set up a monthly budget and ensure bills are paid on time</td>
</tr>
<tr>
<td>• Make decisions regarding medical treatment, safety and care matters</td>
<td>• Assists with writing checks for clients to sign</td>
</tr>
<tr>
<td><strong>Of the Estate:</strong></td>
<td>• Provides Fiduciary Services for Veterans</td>
</tr>
<tr>
<td>• Serves as the trustee</td>
<td>• Provides Financial advice for enrolled clients</td>
</tr>
<tr>
<td>• Manages all sources of income &amp; pays bills</td>
<td>• Assists with Homeless Prevention Services</td>
</tr>
<tr>
<td>• Manages properties, personal &amp; financial assets</td>
<td>• Provides Case Management and Advocacy</td>
</tr>
</tbody>
</table>

**FamilyEldercare.org**  
info@familyeldercare.org
512.450.0844

**Austin Location**  
1700 Rutherford Ln  
Austin, TX 78754

**Georgetown Location**  
805 W. University Ave  
Georgetown, TX 78626
Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, if a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999-17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

Janna K. Skufca, Acting Director, TE/GD
Customer Account Services
Family Eldercare Inc.

EIN: 74-2286387 | Austin, TX, United States

Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2018 Form 990T

Organization Name:
Family Eldercare Inc

EIN:
74-2286387

Tax Period:
201812

Return ID:
1304320
February 17, 2020

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To Whom It May Concern:

On behalf of Integral Care, I am pleased to write this letter of support for Caritas of Austin and their proposed Espero Austin at Rutland (#20040) located at 1934 Rutland Drive in Austin, Texas, 78758.

Integral Care is a nonprofit, tax exempt community organization based in Austin, Texas. Integral Care's mission is to improve the lives of people affected by behavioral health and developmental and/or intellectual challenges. Integral Care has offered housing services in our community since the 1980s and currently provides access to housing and ongoing support services to over 600 people in Travis County. We serve the community where these proposed apartments are located and look forward to more affordable housing opportunities that allow us to expand our services.

Please see attached 501 (c)(3) determination letter. We have also attached a brochure which shows that we serve the Austin community and the area where this proposed project is located. Our website is https://integralcare.org, and it provides more information about our services and organization.

Thank you for your consideration of their application for funding.

Sincerely,

[Signature]
David Evans
Chief Executive Officer
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<td>NEW MILESTONES FOUNDATION</td>
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</tr>
<tr>
<td>DONORS</td>
<td>22</td>
</tr>
<tr>
<td>OUR LEADERS</td>
<td>BACK COVER</td>
</tr>
</tbody>
</table>
WHO WE ARE

Integral Care helps people build health and well-being so everyone has the foundation to reach their full potential. We support adults and children living with mental illness, substance use disorder and intellectual and developmental disabilities in Travis County. Founded in 1967, Integral Care is a governmental agency, led by a Board of Trustees appointed by Central Health, City of Austin and Travis County. We are the Local Mental Health and Intellectual and Developmental Disability Authority for Travis County. Our services include a 24-hour helpline for anyone who needs immediate support, ongoing counseling to improve mental health, drug and alcohol treatment to support recovery, and housing to regain health and independence. Integral Care strengthens our community by supporting our most important asset – our people.

MISSION

To improve the lives of people affected by behavioral health and developmental and/or intellectual challenges.

VISION

Healthy Living for Everyone
LETTER FROM DAVID EVANS

Integral Care, Chief Executive Officer

Delivering better health care by focusing on the whole person. Better coordination among healthcare providers. Mental health, substance use disorder, intellectual and developmental disability (IDD) and primary healthcare services under one roof. This is integrated health care.

Effective integrated care involves community systems and partners collaborating at all levels to advance the whole health of our community. In Financial Year 2018 (FY18), Integral Care strove to bring systems together and share our expertise. We worked closer than ever with
community partners to integrate support for mental illness, substance use disorder and IDD into their vital work. Thus, ensuring that people get the health care they need – no matter where they are – in clinics, in jails, in schools.

Our trainings to expand awareness and understanding of mental illness, substance use disorder and IDD extended to 433 different city and county departments, businesses and nonprofits, schools and universities – even legislative staffers.

The City and County recognized the value of having mental health professionals co-respond with law enforcement during a mental health crisis, committing $1.9 million to continue our Expanded Mobile Crisis Outreach Team.

Our longstanding collaboration with CommUnityCare grew with the new Medication Assisted Therapy (MAT) program, funded by the CommUnityCare Collaborative. MAT uses medication coupled with counseling and other mental health supports to help people with opioid use disorder get on the path to recovery.

In partnership with Integral Care, UT-Austin Dell Medical School opened the Mulva Clinic for the Neurosciences Bipolar Disorder Center. It is truly exciting to have the Local Mental Health Authority combining expertise with the medical school. Together we can advance research into brain health and achieve better outcomes for individuals.

Also in FY18, partners from across Austin and Travis County established the Children’s Mental Health Crisis Services Task Force. Integral Care convened partners to analyze the local system of care for children experiencing a mental health crisis with an eye to improving access.

Mental illness, substance use disorder and/or IDD impact every one of us. They play into the challenges our community faces – from our children’s readiness to learn in school to the growing population of people experiencing homelessness. We are proud to use integration as a guiding principle in helping people recover, build health and well-being and reach their full potential.

In partnership with Integral Care, UT-Austin Dell Medical School opened the Mulva Clinic for

900+ employees 45+ locations 27,000+ clients served
Integrating people with lived experience – peer support specialists – into client care improves outcomes for people living with mental health and substance use issues. Studies from across the country reveal that peer support improves a person’s relationships with providers and their social support system. Peer support also increases client satisfaction with treatment and reduces rates of relapse and re-hospitalization.

Integral Care peer support specialists connect with clients in a deep and unique way. They model coping skills. They lead support groups. They serve as mentors who give clients the tools they need to advocate for themselves. Trained and certified in evidence-based practices, Integral Care’s peer support specialists help others heal by sharing their real-life experience with mental illness or substance use disorder. That personal experience gives them valuable knowledge of navigating the path to recovery, of medication side effects and more.

In FY18, Integral Care was proud to have 28 peer support specialists on staff, a 20+% increase from last year. They worked in clinics, in our crisis residential center and in the community with both transition age youth experiencing psychosis and people living with or at risk of getting HIV. Living proof that recovery is possible, peer support specialists inspire hope. They are changing behavioral health care delivery for the better.

“The power of lived experience

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“Peer support specialists are experts in recovery and resilience. We’ve managed to get our life back on track after suffering a major disruption. We use ourselves as examples, proof that people can and do recover. Talking to someone who’s ‘been there, done that’ is a powerful experience.”

Bill Newcomb
Integral Care
Peer Support Specialist
PEER SUPPORT MAKES A DIFFERENCE

- Decreased symptoms of psychosis
- Reduced hospitalization rates
- Decreased substance use and depression

89% of individuals receiving peer support report improvement in whole health
One in five children experiences a mental health issue in any given year. Half of all mental illness is evident by the age of 14. Early diagnosis and intervention minimizes the impact of mental illness across the lifespan. When we intervene in this critical period of brain development, symptoms are more responsive to treatment and we are able to promote recovery and a successful foundation for adulthood.

Integrating mental health services into schools increases access to care and is vital for early intervention and prevention. Our Child and Family Services programs strive to deliver continuity of care for elementary children through college-age youth. In FY18, we provided more programming than ever to serve the whole child. In addition to adding 4 hours per day of psychiatric walk-in care at our children’s clinic, we added school-based psychiatric services and therapists in Del Valle, Manor and Pflugerville Independent School Districts (ISDs). We brought on a crisis prevention and triage therapist to conduct crisis assessments and provide mental health training for school personnel in 2 of those districts. We also added psychiatric services at Austin ISD’s Gonzalo Garza Independence High School. Working in partnership with school districts, we can help ensure kids are ready to learn in school.

A STUDENT’S PERSPECTIVE

“I'm glad I came to group because I got to connect with others like me and not feel so alone. There are other people like me here.” – Summer Program Student
SUMMER PROGRAM

Summer groups for Del Valle, Manor and Pflugerville ISD students doubled from the previous year. Students practiced the skills they learned in therapy in real-life settings – like communication skills and anger management. With an opportunity to make friends, they felt less alone. These groups ensured that care was continuous and didn’t stop over summer break.

COMMUNITY OUTINGS

Community outings for transition age youth clients who have experienced their first episode of psychosis encouraged community involvement and resocialization. A Peer Support Specialist spearheaded activities, including a UT campus visit and KUTX tour.

SPECIALIZED THERAPIES

The first full year of the Youth Empowerment Services (YES) Waiver expansion eliminated the wait list for the program’s intensive community-based services for children and youth with serious emotional disturbances. Clients received alternative and specialized therapies, like equine and art, in support of positive health outcomes.
WHEN PARTNERS WORK TOGETHER

36% of the Travis County jail population experiences mental illness or co-occurring mental illness and substance use disorder. Many are caught in a cycle of incarceration and recidivism, an issue for communities nationwide. Quality mental health care, substance use disorder treatment and safe places for people with IDD to live and receive support are critical to preventing reengagement with law enforcement, corrections and the courts. Alternative pathways through or diversion from the criminal justice system help individuals get the help they need and reduce the burden on public systems.

Integral Care is a leader in best practices when it comes to the intersection of criminal justice, mental illness, substance use disorder and IDD. In FY18, we created an internal work group called the Lateral Justice Team. Representatives across divisions of the agency mapped every touchpoint with criminal justice-involved individuals to ensure that we are working as effectively as possible – never in silos – and collaborating with criminal justice partners.

We expanded our partnerships, strengthening the way local systems work together to support individuals with mental illness, substance use disorder and IDD.

- The Travis County Behavioral Health Criminal Justice Advisory Committee (with which Integral Care holds a leadership position) focused on a community-wide data sharing agreement, a community dashboard to identify key metrics and a criminal trespass initiative.

- Integral Care formed the IDD Mental Health Criminal Justice Work Group with the Travis County District Attorney’s office, Travis County Correctional Complex, public defenders and the judiciary to divert individuals with IDD from jail to less restrictive placements.

- In April 2018, Integral Care, Travis County Sheriff’s Office, Downtown Austin Community Court, Austin Police Department and Central Health, with the support of Travis County District Attorney’s office, launched a Forensic Assertive Community Treatment (FACT) Team.

By collaborating and integrating systems, community members are experiencing fewer days in institutional settings and more time building a positive connection to our community.

FACT serves individuals who have extensive criminal justice involvement as well as recurring and lengthy inpatient mental health hospitalizations or crisis episodes. Most experience homelessness in our community. Integral Care’s mental health professionals take part in a highly coordinated, collaborative effort with the District Attorney’s Office, Public Defender’s Office and judges that results in fewer and shorter jail and state hospital stays for individuals. FACT follows clients and their cases for the long-term, coordinating treatment and care to meet their highly individualized needs, outside of institutions.

Several individuals who had a plea of not guilty by reason of insanity – who would normally spend years or even a lifetime in a state hospital – have been released to receive mental health care in the community with FACT’s wraparound support, including housing subsidies, community-based psychiatry, peer support and substance use services. This is a significant step forward for our community.
To whom it concerns,

I live with bipolar disorder 1 that has led me to experience extreme manic episodes for about 20 years of my life. During these episodes, I would lose touch with reality and my everyday lifestyle. During a mental breakdown, as I was facing criminal wrongdoing, the FACT Team reached out to me and provided assistance that empowered me to break the cycle.

The FACT Team intervening encouraged me to reassess my future and where I was headed. My criminal history is something I live with now, but is not who I am as a person. I have found a medication regimen, treatment team and recovery program that has shown me a worthwhile life, which I am capable of living. By redirecting my approach, managing my symptoms has become second nature.

This is the first period of my life that I feel has been truly stable. My mental health needs are fully managed. I continue to learn and grow each day, but I am now informed on managing my disability. Plus, I have a comprehensive treatment plan that enables me to maintain my stability. Sometimes I am afraid, naturally, but I know that it is natural to fear a road that is new.

Sincerely,

Teresa
Integral Care FACT Client
Supporting Community by Preventing Crises

Integral Care’s crisis services provide a local system of support for our community. One of our key initiatives is integrating awareness of mental health and intellectual and developmental disabilities (IDD) into everyday conversations and situations. Training our community to recognize the signs and know how to support a person with mental illness or IDD can help prevent crises.

In FY18, we trained more people than ever before to help prevent crises – by recognizing the signs. Our specialized trainings for professionals and Mental Health First Aid trainings for community members reached people from all walks of life – teachers, Capitol staffers, church pastors, librarians, moms and dads.

- We provided trauma-informed training to Texas Department of Transportation (TxDOT) crews, who engage with people living under overpasses.
- We trained all Austin-Travis County Emergency Medical Services (EMS) 911 dispatchers how to be present for and validate callers in crisis.
- 2,287 community members took Mental Health First Aid to support the health of loved ones, friends and neighbors.

Recognizing the need for education and increased awareness around intellectual and developmental disabilities (IDD), Integral Care’s IDD team has been training Travis County Sheriff’s Office (TCSO) Crisis Intervention Team officers for years. In FY18, we initiated a push to train all TCSO corrections officers. The highly customized, interactive, 2-hour course focused on detecting IDD, understanding what may trigger someone with IDD in a jail setting and preventing a trigger from escalating into a crisis. The trainings incorporated activities, which put a corrections officer in the shoes of an individual living with IDD.

Increasing awareness and providing the right tools help community members support others. Mental health and IDD trainings increase the chances of individuals receiving the right care and treatment to prevent crises and improve health outcomes. These trainings can save a life.
“Mental Health First Aid is the brain-health equivalent of learning CPR. It offers valuable lessons that will help us respond better to folks experiencing a mental health crisis. I appreciate the thoughtful and compassionate expertise that the Integral Care professionals brought to the training and would encourage other community organizations to take advantage of this opportunity.” – Senator Kirk Watson

Integral Care employee, Danilo Stanley, works alongside TxDOT and Austin Police Department.
MEETING PEOPLE WHERE THEY ARE

A home provides shelter, safety and stability. It is the foundation for recovery from homelessness, mental illness and substance use disorder. A home offers the opportunity to reach one’s full potential. Integral Care uses housing as a health intervention, helping people regain health, well-being and independence.

In FY18, we expanded outreach efforts, increasing engagement with community members experiencing homelessness. More staff than ever went into the street and campsites to meet people where they are and provide services then and there – whether it was help with paperwork to attain housing or help accessing benefits, health care and substance use disorder treatment. Access to quality health care is crucial to meeting the needs of this population.

This year also brought deeper collaborations with our partners to strengthen healthcare delivery, including one special collaboration between Integral Care, Dell Medical School, CommUnityCare and Sunrise Community Church in South Austin. Sunrise is located near an overpass where a significant number of people experiencing homelessness gather or live. Every Thursday, individuals can meet with mental and primary healthcare providers and receive immediate care (as well as connection to ongoing care) at a free clinic located at the church. Started in June 2018, the Sunrise Homeless Navigation Center’s weekly clinic is just one way Integral Care and our partners are bringing integrated care to individuals experiencing homelessness. Another navigation center as well as a community-based mobile integrated care team are coming in FY19.
DID YOU KNOW?

Individuals experiencing chronic homelessness face tremendous barriers to receiving health care, including limited transportation options, lack of insurance and difficulties navigating the healthcare system. The majority have mental health issues, along with complex physical health issues.
WHO WE SERVE

CLIENT DEMOGRAPHICS

NUMBER OF SERVICES PROVIDED

576,115 total services provided in FY 2018

- 24/7 Crisis Helpline: 59,250
- Crisis Services: 139,273
- Adult Behavioral Health: 140,394
- Substance Use: 84,003
- Child & Family Services: 73,031
- Int. & Dev. Disabilities: 80,164

CLIENT ETHNICITY

- White: 10,391 (37%)
- Black: 5,042 (18%)
- Hispanic: 8,098 (29%)
- Asian: 427 (2%)
- Unknown: 3,381 (12%)

DIAGNOSES OF PEOPLE SERVED

- Bipolar Disorders: 19%
- Depression: 18%
- Schizophrenia, Psychosis: 17%
- Other Mental and Cognitive Disorders: 39%
- Substance Use Disorders: 46%
- Developmental and Behavioral Conditions: 23%

We served 27,842 clients in FY 2018 and provided 576,115 services to these individuals.
Integral Care is working to improve our data analysis and reporting capabilities. This data only reflects individuals served through Integral Care, not through our subcontracted providers or partner agencies.

**TOTAL INCOMING HELPLINE CALLS**

<table>
<thead>
<tr>
<th>Year</th>
<th>Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2017</td>
<td>114,242</td>
</tr>
<tr>
<td>FY 2018</td>
<td>168,811</td>
</tr>
</tbody>
</table>

 Integral Care served clients for 305,586 hours in FY 2018, which is equivalent to over 837 days.

**TOP LANGUAGES SPOKEN BY CLIENTS**

- English
- Spanish
- Chinese
- Korean
- Vietnamese
- Tagalog
- Russian
- Arabic
- French
- German
- Farsi
- Japanese
- Hindi
- Gujarati
- Urdu
- Nepali

**CLIENT AGE**

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>0-17</td>
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<tr>
<td>18-30</td>
<td>24%</td>
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<tr>
<td>31-40</td>
<td>18%</td>
</tr>
<tr>
<td>41-50</td>
<td>14%</td>
</tr>
<tr>
<td>51+</td>
<td>21%</td>
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## FINANCIAL REPORT

<table>
<thead>
<tr>
<th>GOVERNMENTAL ACTIVITIES</th>
<th>BUSINESS ACTIVITIES</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>Current Assets</td>
<td>40,741,185</td>
<td>873,247</td>
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<td>Noncurrent Assets</td>
<td>27,450,593</td>
<td>4,495,439</td>
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<tr>
<td>Total Assets</td>
<td>68,191,778</td>
<td>5,368,686</td>
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<tr>
<td>Current Liabilities</td>
<td>7,858,125</td>
<td>275,926</td>
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<tr>
<td>Noncurrent Liabilities</td>
<td>1,938,620</td>
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<tr>
<td>Total Liabilities</td>
<td>9,796,745</td>
<td>275,926</td>
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<tr>
<td>Total Net Position</td>
<td>58,395,033</td>
<td>5,092,761</td>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>CHARGES FOR SERVICES</th>
<th>OPERATING GRANTS &amp; CONTRIBUTIONS</th>
<th>GOVERNMENTAL ACTIVITIES</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Adult BH</td>
<td>52,200,408</td>
<td>4,297,570</td>
<td>48,147,153</td>
<td>244,315</td>
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<td>Children BH</td>
<td>9,812,729</td>
<td>2,367,036</td>
<td>7,090,386</td>
<td>(355,307)</td>
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<tr>
<td>IDD</td>
<td>6,902,609</td>
<td>2,590,733</td>
<td>4,256,966</td>
<td>(54,910)</td>
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<tr>
<td>Substance Use</td>
<td>6,773,192</td>
<td>2,782,798</td>
<td>4,248,404</td>
<td>258,010</td>
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<tr>
<td>ECI</td>
<td>1,467,787</td>
<td>392,418</td>
<td>917,172</td>
<td>(158,197)</td>
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<tr>
<td>1115 Waiver</td>
<td>15,884,332</td>
<td>1,851,015</td>
<td>19,902,785</td>
<td>5,869,468</td>
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<tr>
<td>Long Term Debt</td>
<td>33,526</td>
<td>-</td>
<td>-</td>
<td>(33,526)</td>
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<tr>
<td>Total Gov't Activities</td>
<td>93,074,583</td>
<td>14,281,570</td>
<td>84,562,866</td>
<td>5,769,853</td>
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<tr>
<td>New Milestones</td>
<td>1,077,314</td>
<td>831,217</td>
<td>123,671</td>
<td>-</td>
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<tr>
<td>Housing First, LLC</td>
<td>-</td>
<td>301,524</td>
<td>-</td>
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<tr>
<td>Total business-type act.</td>
<td>1,077,314</td>
<td>1,132,741</td>
<td>123,671</td>
<td>-</td>
</tr>
<tr>
<td>Total primary gov't</td>
<td>94,151,897</td>
<td>15,414,311</td>
<td>84,686,537</td>
<td>5,769,853</td>
</tr>
</tbody>
</table>

| Investment Earnings           | 165,752              | 21,004                          | 186,756                |
| Contributions - not program restricted | 2,975,918          | -                               | 2,975,918              |
| Total General Revenues        | 3,141,670            | 21,004                          | 3,162,674              |
| Change in Net Position        | 8,911,523            | 200,102                         | 9,111,625              |
| Net Position, Beginning       | 49,483,510           | 4,892,659                       | 54,376,169             |
| Net Position, Ending          | 58,395,033           | 5,092,761                       | 63,487,794             |
GRANTS AWARDED & REVENUE/EXPENSES

$5,000,000 Texas Health & Human Services Commission - SB292
Established Forensic ACT Team

$1,051,332 Texas Health & Human Services Commission - HB13
School-Based Mental Health Services

$711,557 St. David's Foundation
Mental Health First Aid Renewal

$400,000 Substance Abuse and Mental Health Services Administration
Outreach and Intervention with Youth/Young Adults at Clinical High Risk for Psychosis

$105,120 Texas Health & Human Services
Office-Based Opioid Treatment

$100,000 Episcopal Health Foundation
Supported Employment & SOAR Specialists staffing

$50,000 Austin Community Foundation
Client Assistance to Move into Housing

$10,765 Texas Council for Developmental Disabilities
Central Texas African American Family Support Conference

REVENUE - $102 M
1115 WAIVER - $22.1 M
TRAVIS COUNTY - $5.3 M
STATE - $29.3 M
OTHER - $8.7 M
FEDERAL - $10.9 M
EARNED INCOME - $10.9 M
CITY OF AUSTIN - $4.7 M
CENTRAL HEALTH - $10.1 M

EXPENSES - $98.1 M
ADMIN - $9.8 M
PROGRAM SUPPORT - $2.9 M
CAPITAL PROJECTS - $6.9 M
ADULT BEHAVIORAL HEALTH - $20.3 M
CHILD/FAMILY BEHAVIORAL HEALTH - $9.4 M
CRISIS - $24.7 M
IDD - $5.9 M
SUBSTANCE USE - $5.1 M
1115 WAIVER PROJECT - $13.1 M
NEW MILESTONES FOUNDATION

A Message from the Director

With great pride, I joined the New Milestones Foundation as its director in January 2018. The Foundation’s mission – to raise awareness and funds to support the services Integral Care provides – is a mission close to my heart. I believe in bridging the gap between what is and what can be, by enhancing and expanding existing services. For 37 years, New Milestones Foundation’s fundraising efforts have aided Integral Care in delivering person-centered health care while helping strengthen programs and services critical to Austin-Travis County. We have helped Integral Care provide the tools that create transformative change in people’s lives.

New Milestones strives to create a world where everyone has access to the health care they need to live a healthy life. I look forward to using my 25 plus years of experience in non-profit leadership, fundraising, program development and partnership building to grow this organization.

- Mary Gatlin Hearon, New Milestones Foundation Director

$108,608 RAISED AT ANNUAL GALA

$50,000 went to the 24/7 Crisis Helpline,
$5,000 for a sponsorship for the Central Texas African American Family Support Conference and $3,500 for School-Based Counseling’s summer program.

$50,000 DONATED TO THE HELPLINE

$50,000 helped make it possible for National Suicide Prevention Lifeline calls from our area to be directly routed to the 24/7 Helpline. That ensured 6,631 people calling the National Lifeline received correct information about local resources.

“I had a really hard, dark day yesterday. The Helpline talked me through the worst of my panic. They gave me practical advice that I was able to use. I get a real sense of comfort in knowing the Helpline is always available. Sometimes I feel like I can’t talk to my friends or family about this. It’s a sigh of relief knowing I can call them.”

- Helpline Caller
Together Making Changes (Homosassa, Florida) presented a very generous donation to New Milestones Foundation to support Integral Care’s suicide prevention services. The donation was made in memory of Evelyn, Jimmy and Will.

MORE CRISIS CALLS HANDLED BY THE HELPLINE

The 24/7 Helpline handled 60,159 crisis calls this year – a 22% increase from last year.
DONORS

$5,000 and above
HEB Tournament of Champions
Susan and Scott Hector
Husch Blackwell LLP
Lynley Prather
Kathy and Kent Rider
John Rosato / Southwest Strategies Group
Rev. Susan Hawkins Sager
Joan and Kurt Wade
Winstead PC
Mary G. and Howard Yancy

$1,000 - $4,999
Mary and Rick Aldrich
All Year Heating and Cooling
Barbara Ancona and Bernard Groveman
Ascension Seton
Austin Regional Clinic
Celia and Melvin Barrentine
Gary Daniel
Gilbert Davila
Myrna Diaz-Long and Britt Dalton
Debra and David Evans
Nickie and Eric Froiland
Frost Bank
Gjerset & Lorenz LLP
Rachel Gunner and Morrie Schulman
Hadley Hempel
Tricia and Hal Katz
Alexander Kinneer
Karen and Paul D. Leeke
Emily McKay McKassle
NAMI Austin
Sabitha Rajan
Kathy and Bill Robbins
Carole and Rick Roberson
Kim Rodriguez
Superior Healthcare
Andrew Sekel
Stacy and Steve Strakowski
Tejas Health Management
Darryl Tocker
Barbara Tocker

Under $1,000
Cindy and Gregory Abell
Susan and Thomas Ardis
Mesha and Anthony Barnes
Cardema Services
Carrie Barron
Francelle Bettinger
BFR Cirrus Logic
Claudia and Bill Biel
Charlie H. Boone
Judy Briscoe
Bruce Brown
Danielle Church
Sarah Churchill Llamas
Ellen and Matt Cochran
Sheryl Cole
Reenie Collins
Jacqueline Cordry
Mary Kathryn Cornett
Megan Curry
Alistair Deakin
James G. Dickson
Ann Dillon
Lindsay East
Marsha Elrod
Angela and Tim Emmett
Kristin Escamilla
Billy Estes
Carol Jean Faget
Martha Feferman
Marilyn and Robert Feinstein
Vicki Flegal
Jacqueline Fox and Frank Hoffman
Judy and Jack Fox
Sherry and Bob Frachtman
Emily Gallagher
Dusty and Bill Gaston
Mildred Gatlin
Mike Geeslin
Kendra Green
Tami Greenberg-Turner
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Vicki Henderson
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Vicki Hickerson
The Honorable Nancy Hohengarten
Diane and Richard Hopkins
Sharon G. Horowitz
Nancy and Sykes Houston
Teri and Mike Hubbeling
Rosalind Hunt
Holly Ice
Allison Jaffe
Lucy and Joel Katz
Merily and Tom Keller
Abby Kenigsberg
Richard Key
Susann Kotara
Jane Kovacs
Harvey Kronberg
Natasha La Gitana
Holly and Ryan Lambert
Laraine and Leon Lasdon
William B. Lawson
Christina Lee
Joanna Linden
Juliana Monceaux
Elizabeth Montelone
Caren Morton
Mary Pat Mueller
The Honorable Elliott Naishtat
Amanda Nathan
David Olivenbaum
Allison Onishi
Alex and Brandon Patterson
Jennifer Perkins
Susie Peterson
Jessica Pino
Sherry Prather
Carol Reel
Kristen M. Reynolds
Ellen Richards
Carol Rubin
David Ruiz
Vanessa and Al Sarria
JoAnn Schatz
Marilyn and Michael Scher
Housing First Oak Springs Donors
Our Housing First Oak Springs capital campaign included hundreds of donors in FY18. We are grateful to all those who recognize that housing is more than four walls.

$1,000 to $10,000
Religious Coalition to Assist the Homeless
Ben F. Vaughan, III
MFI Foundation
MariBen Ramsey & Karen Kahan
Lynn Whitten & Jim Butler
Gerald & Charlyn Daugherty
Ted Held
Valerie & Jeff Newberg
Growth Acceleration Partners
Under $1,000
Anonymous
Jamie Barshop
Judith Berkowitz
Jerold & Barbara Buttrey
Randi Shade & Kayla Shell
Beth Unite
Katherine Voges
Rosalie Boldin
Wilda Campbell
Sarah Buttrey
Nancy Hohengarten
Ann Howard
Mellie Price
Robert Hughes
Margaret Keys
Jana McCann
Ken & Sandy Pearsal
Nancy Worch
Lawton Cummings
Brennan Justice
Tim & Gail Sulak
Ginny Agnew
Maria Archuleta
Gloria Bennett
Gayle Cannon
Sara Clark
Katrina Daniel
Vikki Goodwin
Darcy Grostick
Anna Hansen
Betsy Heard
Georgia Levin
Paige Schilt & Katy Koonce
Denise Shade
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Address
1430 Collier Street
Austin, Texas 78704

Phone
24/7 Helpline
512-HELP (4357)

Web
IntegralCare.org
NewMilestones.org

Integral Care ★ New Milestones
Working Together to Improve Health in Travis County
Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter and a change to your mailing address. We have changed the address as shown above. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in October 1972, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Mental Health-Mental Retardation Center Austin-Travis County
74-1547909

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

This letter affirms your organization's exempt status.

Sincerely,

Robert C. Padilla
Manager, Customer Service
March 18, 2008

Internal Revenue Service
Ogden, UT 84201-0038
Attn: Entity

Re: Austin-Travis County Mental Health and Mental Retardation Center
(ATCMHMR)
TIN: 74-1547909

The IRS shows our company as “Mental Health-Mental Retardation Austin Travis County” in error. We are requesting that our name be changed to Austin-Travis County Mental Health and Mental Retardation Center. The assumed name under which the business or professional service is to be conducted is Austin Travis County Mental Health Mental Retardation Center.

We are attaching to this request our “Restated Articles of Organization” dated August 30, 1982. We are not incorporated in the state of Texas. The authority for the organization is described in the Articles. Also attached is our “Assumed Name Certificate” dated August 26, 1996.

Please confirm the change to Charles Harrison fax #512-440-4081

Sincerely,

[Signature]

Charles Harrison
COO/CFO

Enclosed:

1. Restated Articles of Organization dated August 30, 1982
2. Assumed Name Certificate dated August 26, 1996
Dear Taxpayer:

Thank you for the inquiry dated Mar. 18, 2008.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( ) ___________________________ Hours________________

Sincerely yours,

Karen E. Peat
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter
Austin-Travis County Mental Health And Mental Retardation Center

Assumed Name: Integral Care
(see attached Assumed Name Cert)

EIN: 74-1547909 | Austin, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990

Organization Name:
Austin Travis County Mhmr Center Dba Austin Travis County Intergral Care

EIN:
74-1547909
ASSUMED NAME CERTIFICATE FOR CERTAIN UNINCORPORATED PERSONS

ASSUMED NAME under which the business or professional service is or is to be conducted (print clearly):
Integral Care

PHYSICAL ADDRESS OF BUSINESS (print clearly):
Address 1430 Collier Street
City Austin State TX Zip Code 78704

I hereby state that this registrant is:

☐ AN INDIVIDUAL. Below is my full name and residence address.

☐ A PARTNERSHIP. Below is the name and office address of the venture or partnership; the full name of each joint venture or general partner; and each joint venturer’s or general partner’s office address, if the venture or partner is not an individual.

☐ AN ESTATE. Below is the name and address (if any) of the estate; the full name of each representative of the estate; and each representative’s residence address if the representative is an individual, or the representative’s office address, if the representative is not an individual.

☐ A REAL ESTATE INVESTMENT TRUST. Below is the name and address of the trust; the full name of each trustee manager; and each trustee manager’s residence address, if the trustee manager is an individual, or the trustee manager’s office address, if the trustee manager is not an individual.

☑ COMPANY OTHER THAN A REAL ESTATE INVESTMENT TRUST. Below is the name and office address of the company. The state, country, or other jurisdiction under the laws of which this company was organized is Texas.

And further state that this registrant is not a limited partnership, limited liability company, limited liability partnership, or foreign filing entity.

Information required as listed above (print clearly):
Name Austin- Travis County Mental Health and Mental Retardation Center
Address 1430 Collier Street, Austin, Texas 78704
Signature

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY: The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: David Weden

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on
January 17, 2017

Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy
Seal of the Notary Public or Clerk of the Court, Deputy

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED
(to be completed by applicant):
In the spaces below, clearly print the name, address, city, state, and zip code where this document should be returned
Austin- Travis County Mental Health and Mental Retardation Center
1430 Collier Street
Austin, Texas 78704

Form of identification presented: Known to me
February 11, 2020

Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

To Whom It May Concern:

On behalf of The SAFE Alliance, I am pleased to write this letter of support for Caritas of Austin and their proposed Espero Austin at Rutland (#20040) located at 1934 Rutland Drive in Austin, Texas, 78758.

The SAFE Alliance is a nonprofit, tax exempt community organization based in Austin, Texas. Our mission is to stop abuse for everyone, and a key part of our work toward this mission over the past 46 years is to help prevent and end homelessness in Greater Austin. Many people in our community who are homeless have also endured sexual violence, human trafficking, child abuse and domestic/dating violence at some point in their lives, and they need safe, stable housing to build their self-sufficiency and well-being.

We serve the community where these proposed apartments are located and look forward to more affordable housing opportunities that allow us to expand our services. The SAFE Alliance’s services are provided throughout the City of Austin and Travis County. We provide many direct services to youth, adults and families hurt by violence, including: the SAFEline (24/7 phone hotline, text and chat support); case management; shelter, transitional and longer-term housing; counseling; legal services; forensic exams for sexual assault survivors; and much more. Also, we provide abuse prevention services and resources for people at-risk of violence and other community members. We advocate within the child welfare, education, healthcare, and other systems, to be more responsive to survivors and achieve social change.

Please see the attached 501 (c)(3) determination letter. We have also attached a brochure and other materials which show that we serve the Austin community and the area where this proposed project is located. Our website is www.safeaustin.org, and it provides more information about our services and organization.

Thank you for your consideration of Caritas of Austin’s application for funding.

Sincerely,

Kelly White  
Co-Chief Executive Officer

A Merger of  
Austin Children’s Shelter  
and SafePlace
The SAFE Alliance
SAFE is a merger of Austin Children’s Shelter and SafePlace. We exist to stop abuse for everyone. We are dedicated to ending violence through prevention, advocacy, and comprehensive services for individuals, families, and communities affected by abuse.

Why SAFE?
Survivors often experience multiple forms of violence and abuse in their lifetimes

- Violence and abuse are often a cycle across generations
- Experiencing abuse and witnessing violence often impact cognitive function, which can be reversed with supportive and healing care
- Child abuse, sexual exploitation, bullying, dating abuse, and domestic violence are related:
  » Same behaviors
  » Similar impact on victims
  » Same kinds of thought processes
  » Most often occur between people who know each other

We serve everyone
Violence and abuse can affect anyone. Our programs and services are available to people of all identities, regardless of gender, race, ability, sex, status, or any other factor.

Violence and abuse are an epidemic

- Research has shown that victims of one form of violence can face double or triple the risk of experiencing other forms of violence
- One of the best predictors of future victimization is past victimization
- Two of the most consistent factors associated with future violence outcomes (as a victim and/or a perpetrator) are child abuse and exposure to domestic violence
- Children who have experienced abuse or neglect are 2-3 times more likely to experience violence and abuse as adults
- Children who witness intimate partner violence are 6 times more likely than their peers to experience violence as adults
- The Centers for Disease Control and Prevention estimates that violence and abuse cost the United States $124 billion per year

P.O. Box 19454, Austin, Texas 78760
Confidential, 24-hour SAFEl ine
Call: 512.267.SAFE (7233)
Text: 737.888.7233 Chat: safeaustin.org/chat
For Deaf people of all identities, please use relay/VRS
What we do
SAFE provides comprehensive services to survivors of trauma and abuse. These services include shelter and housing, counseling, legal assistance, sexual assault forensic exams, a charter school, and a child development center.

We are committed to preventing all future violence. Our prevention services include parenting assistance, talking with teens about healthy relationships, working with the disabilities and Deaf communities, doing intensive outreach to communities disproportionately affected by abuse, and more.

SAFE’s mission
To lead in ending sexual assault and exploitation, child abuse, and domestic violence through prevention, intervention, and advocacy for change.

Our vision
A just and safe community free from violence and abuse.

Where we focus our work
SAFE’s primary direct service area is Central Texas. Our influence is national and worldwide. We provide trainings and varied curricula to domestic and international audiences. Groups from around the world regularly visit our campuses to learn from our work.

“I know I’m not the ONLY ONE. I hope SAFE will eventually become the norm for how domestic violence, child abuse, and sexual assault are treated.”

- Thomasina, survivor of childhood sexual abuse, domestic violence, and sexual assault
SAFE stop abuse for everyone
A merger of Austin Children’s Shelter and SafePlace

Rathgeber Village
- Administrative offices
  - SAFE Institute
- SAFE Children’s Shelter
  - Emergency shelter
  - Transitional living
  - Supervised Independent Living
  - Teen Parent and Early Childhood
- SAFE Charter School for grades 8-12
- Strong Start for parenting support
- Fatherhood programs
- Therapeutic services

Grove Boulevard Campus
- Kelly White Family Shelter
- SAFE Charter School for grades k-7
- Family Tree child development center
- SAFE health clinic
- SAFEline
- SAFE Donation Warehouse/in-kind
- Eloise House
  - Sexual Assault Forensic Advocacy
  - Forensic nursing exams
- Resource Center
  - Foster and Adopt in Austin
  - Counseling
  - Community Education
  - Deaf SHARE
  - Disability Services
  - Peer Support
  - Community Resource Advocacy
  - Rapid rehousing programs
  - Life Skills
  - Expect Respect
- Supportive Housing

Other Locations
Grove Place Apartments
- Permanent supported housing for individuals and families

Elizabeth Ann Seton House
- CARES: Support for people who have been trafficked

PlanetSafe
- Legal Services
- Supervised visitation and exchange
Employer ID Number: 74-2320657
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 01, 2017, regarding your tax-exempt status.

We issued you a determination letter in NOVEMBER 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).
THE SAFE ALLIANCE
PO BOX 19454
AUSTIN TX 78760-9454

Sincerely yours,

Jeffrey I. Cooper
Director, EO Rulings & Agreement
The Safe Alliance
EIN: 74-2320657 | Austin, TX, United States

Other Names

Publication 78 Data
Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes
Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)
Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2018 Form 990
Organization Name:
Safe Alliance
EIN:
74-2320657
Tax Period:
201903
Return ID:
1142458
January 29, 2020

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To Whom It May Concern:

On behalf of Front Steps, I am pleased to write this letter of support for Caritas of Austin and their proposed Espero Austin at Rutland (#20040) located at 1934 Rutland Drive in Austin, Texas, 78758.

Front Steps is a nonprofit, tax exempt community organization based in Austin, Texas. For over 20 years, we have created a range of programs to end homelessness. We offer day and night services at the downtown shelter, access to permanent supportive housing, recuperative medical care options, and supportive services to veterans and their families – because everyone deserves a safe place to call home. We serve the community where these proposed apartments are located and look forward to more affordable housing opportunities that allow us to expand our services.

Please see attached 501 (c)(3) determination letter. We have also attached a brochure which shows that we serve the Austin community and the area where this proposed project is located. Our website is www.frontsteps.org and it provides more information about our services and organization.

Thank you for your consideration of their application for funding.

Sincerely,

Greg McCormack, M.Ed.
Executive Director
Everyone deserves a place to call home.

AT THE ARCH

500 E. 7th Street

Front Steps

Front Steps

Housing First

Services last year:

447 clients were provided case management each day.

Over 3,700 showers are taken at the ARCH.

100 hot meals are provided each night.

Front Steps provided almost 64,000 shelter visits.

and case management to our 7,000 annual million to provide shelter, housing, respite care.

About Front Steps has an operating budget of $4.5
Our Mission

Based on the belief that all people deserve the dignity of a safe place to call home, Front Steps provides a pathway home through shelter, affordable housing, and community education.

DONATE
Online or visit us at the ARCH

Front Steps is expanding its permanent supportive housing programs as the next step in a continuum of care beyond emergency shelter. Every dollar is stretched to capacity to meet the shelter, health, housing and basic needs of the homeless in Austin. YOUR DONATIONS MAKE THE DIFFERENCE! We would be delighted to give you a tour!

ADVOCATE
The homeless need your voice

Front Steps can join you in talking to your church, school, friends and family. Front Steps speakers are available. Call 512.305.4153

VOLUNTEER
Visit our website for details

If you would like to make a difference and want to raise awareness about homelessness and poverty, then Front Steps may be the right place for you.

Please visit our website at www.frontsteps.org and complete the online application. Our Volunteer Coordinator will contact you with additional information and orientation dates.

About Front Steps Clients

- Approximately 600 homeless men and women walk through our doors each day.
- 60% of clients exiting case management last year entered safe and stable housing. 58% gained employment; and 40% increased their income while in the program.
- The average ARCH visitor is: Caucasian, male, 31-50, a U.S. Veteran and has a mental health and/or drug/alcohol addiction issues.
- The two main reasons for homelessness are lack of income and lack of affordable housing.
Dear Sir or Madam:

This is in response to the amendment to your organization’s Articles of Incorporation filed with the state on December 29, 2003. We have updated our records to reflect the name change as indicated above.

In July 1997 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization’s operations would continue as stated in the application. If your organization’s sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization’s annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Front Steps Inc.
EIN: 74-2824054 | Austin, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and nonprofits.

Tax Year 2017 Form 990

Organization Name: Front Steps Inc

EIN:
74-2824054

Tax Period:
201809

Return ID:
1050439
Tax Year 2016 Form 990
January 29, 2020

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To Whom It May Concern:

On behalf of LifeWorks, I am pleased to write this letter of support for Caritas of Austin and their proposed Espero Austin at Rutland (#20040) located at 1934 Rutland Drive in Austin, Texas, 78758.

LifeWorks is a nonprofit, tax exempt community organization based in Austin, Texas. LifeWorks is a fearless advocate for youth and families finding their pathways to self-sufficiency and serves more than 4,600 families through housing, counseling, education and workforce programming every year. The organization has a focus on preventing and ending youth homelessness for people in Greater Austin. We believe that when every person has a stable place to call home, they can realize their full potential and contribute to the community. We serve the community where these proposed apartments are located and look forward to more affordable housing opportunities that allow us to expand our services.

Please see attached 501 (c)(3) determination letter. We have also attached a brochure which shows that we serve the Austin community and the area where this proposed project is located. Our website is www.lifeworksaustin.org, and it provides more information about our services and organization.

Thank you for your consideration of their application for funding.

Sincerely,

Susan McDowell
Chief Executive Officer
LifeWorks is a fearless advocate for youth and families seeking their path to self-sufficiency.
LifeWorks has been providing services to runaway, homeless, and abused youth since 1969. The goal of LifeWorks’ housing services is to provide a continuum of support that will help transition youth from homelessness to permanent housing and independence.

**Housing + Homelessness**

**AFTER CARE TRANSITIONAL SERVICES**
ACTS is a case management program designed to assist youth transitioning out of the foster care system to achieve independence as adults in the community. The program helps individuals establish a home, obtain employment, access health care, manage money, exhibit personal and interpersonal responsibility, and plan for the future.

**STREET OUTREACH**
The Street Outreach Program is the first step in the LifeWorks continuum of housing services. Street Outreach serves runaway, homeless, street-dependent, and at-risk youth and young adults with an array of services focused on reducing the risks of street life. When youth come to LifeWorks Street Outreach, staff members work with each client to identify and address their basic needs. These requests include food, clothing, shelter, hygiene supplies, and often just someone to listen to them.

**EMERGENCY SHELTER**
LifeWorks operates a 24-hour walk-in emergency shelter for youth in Travis County. Youth who are victims of abuse, abandonment, violence, or homelessness turn to LifeWorks for shelter and support. Youth stay weeks or months depending on need and are provided comprehensive case management services, with an emphasis on moving toward self-sufficiency. The Emergency Shelter has the capacity to serve 20 youth, is staffed 24/7, and is licensed by the Texas Department of Family and Protective Services.

**TRANSITIONAL LIVING PROGRAM**
LifeWorks Transitional Living Program is an apartment-based transitional housing program. The program provides individual case management support to homeless youth who need to complete their education, establish savings, find and maintain employment, and learn independent living skills before moving on to self-supporting adulthood. Each youth works with a case manager to establish a plan focusing on education, employment, budgeting, housekeeping, community resources, and other goals.

**AFTER CARE TRANSITIONAL SERVICES**
Youth ages 17 1/2 through 20 years old who are currently in DFPS custody or were in DFPS custody as of their 18th birthday. These services are available to youth residing in the 30 county area defined as DFPS Region 7.

**STREET OUTREACH**
Serves homeless, runaway, or displaced youth ages 11 through 17 from Travis County; Serves youth in CPS care and extended foster care, ages 11 through 21.

**EMERGENCY SHELTER**
Serves homeless, runaway, or displaced youth ages 11 through 17 from Travis County; Serves youth in CPS care and extended foster care, ages 11 through 21.

**TRANSITIONAL LIVING PROGRAM**
Serves homeless youth ages 18 through 21 who are interested in participating in case management and wrap around services to help support them on their journey to self-sufficiency.
**PERMANENT SUPPORTED HOUSING**
Permanent Supported Housing provides on-site case management and Independent Living Skills classes to young adults for as long as they are residents of LifeWorks apartments. Clients work one-on-one with a case manager on goals that include maintaining their apartments, independent living skills, education, employment, and budgeting.

**LIFE SKILLS TRAINING**
This 38-hour course is designed to prepare youth aging out of foster care to live independently as adults. Training is provided through experiential group activities, learning materials and packets, discussions, field trips, and guest speakers. Topics addressed are health and safety, housing and transportation, job readiness, financial management, life decisions/responsibilities, and personal/social relationships.

**YOUNG PARENTS PROGRAM**
LifeWorks Young Parenting Program is an apartment-based transitional housing program for pregnant and parenting youth. The program provides family case management with a focus on increasing educational and employment opportunities, parenting education, locating permanent housing, securing childcare and improving the long-term well-being of parents and children.

**RAPID REHOUSING PROGRAM**
The Rapid Rehousing Program provides individualized rental assistance and wrap-around case management support to provide the least amount of assistance needed for participants ages 18-24 to become independent. Clients work individually with a case manager on goals that include affordable housing, education, employment, budgeting and debt management. LifeWorks accept referrals through the community’s coordinated entry process. For locations and times to complete a coordinated assessment call 211 or visit www.austinecho.org/ca.

**PORT**
LifeWorks operates a 15-bed Transitional-Age Youth Transitional Housing program called Permanency through Outreach and Rapid Transitions (the PORT) for youth and young adults in Travis County. Youth who are homeless and seeking permanent housing turn to LifeWorks for support. The PORT is designed for a short-term stay while youth transition from homelessness to permanent housing through our Rapid Rehousing Program.

**DIVERSION**
LifeWorks’ Diversion Program is designed to divert youth from homelessness and intensive housing services. The program works with youth who might be involved with juvenile justice, child welfare, or public school systems. The program connects youth to supportive services and, if needed, financial assistance to allow youth to stabilize their housing crisis, stay connected to current systems of support, and build permanent connections to ensure long-term stability.
Enrollment

TRANSITIONAL LIVING PROGRAM
To inquire about eligibility and availability, please contact (512)735-2111.

RAPID REHOUSING PROGRAM
Contact RHH staff at (512)735-2400.

EMERGENCY SHELTER
Must call to set up counseling session beforehand unless in immediate danger. Parents and minors in crisis go through Youth and Adult Counseling by calling the LifeWorks main line at (512) 735-2400.

YOUNG PARENTS PROGRAM
To inquire about eligibility and availability, please contact (512)735-2111.

STREET OUTREACH
Our Street Outreach program is located at our East Campus, 835 N Pleasant Valley Rd. Meals: Monday-Thursday at the Youth Resource Center (YRC), open 10am-2pm.

LIFE SKILLS TRAINING
Youth are referred by DFPS PAL Coordinators. PAL Coordinators and caregivers complete intake packets for teens enrolled in Life Skills classes.

There are no fees to enroll in Life Skills Training.

PERMANENT SUPPORTED HOUSING
All applicants should have previously completed a Coordinated Assessment through ECHO. To inquire about eligibility and availability, please contact (512)735-2111.

AFTER CARE TRANSITIONAL SERVICES
Call ACTS intake line at (512)735-2400.

DIVERSION
To inquire about eligibility and availability, please contact (512)735-2128.

LIFE SKILLS TRAINING
Youth are referred by DFPS PAL Coordinators. PAL Coordinators and caregivers complete intake packets for teens enrolled in Life Skills classes.

There are no fees to enroll in Life Skills Training.
We are committed to innovative problem solving, shared accountability, and a relentless focus on achieving real, sustainable and measurable results for the clients we serve.
LOCATIONS

1. East Location
   835 North Pleasant Valley Road
   Austin, TX 78702
   Phone: (512) 735-2100

2. South Location
   3700 South 1st Street
   Austin, TX 78704
   Phone: (512) 735-2400

3. North Location
   8913 Collinfield Drive
   Austin, TX 78758
   Phone: (512) 735-2500

Hours of Operation

Monday-Thursday: 8:30 am - 8:00 pm
Friday: 8:30 am - 5:00 pm
Saturday: 9:00 am - 1:00 pm

www.lifeworksaustin.org
Follow us online!

lifeworksaustin @lifeworksaustin @lifeworksaustin
Employer Identification Number: 74-2137189  
Person to Contact: Sheila Schrom  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 24, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1980.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
Youth And Family Alliance
EIN: 74-2137189 | Austin, TX, United States

† Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and nonprofits.

† Tax Year 2017 Form 990

Organization Name:
Youth And Family Alliance

EIN:
74-2137189

Tax Period:
201809
Return ID:
1203619
ASSUMED NAME CERTIFICATE FOR INCORPORATED BUSINESS OR PROFESSION, LIMITED PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY, OR FOREIGN FILING ENTITY

A corporation, limited partnership, limited liability partnership, limited liability company, or foreign filing entity must file a certificate under this subchapter if the entity:

(1) regularly conducts business or renders professional services in this state under an assumed name; or
(2) is required by law to use an assumed name in this state to conduct business or render professional services.

ASSUMED NAME under which the business or professional service is or is to be conducted (print clearly):

LifeWorks

PHYSICAL ADDRESS OF BUSINESS (print clearly):

Address: 3700 S 1st St

City: Austin State: TX Zip Code: 78704

I hereby specify that this registrant is:

☑ A for-profit corporation, nonprofit corporation, professional corporation, professional association, or other type of corporation.

☐ A limited partnership, limited liability partnership, or limited liability company.

☐ Another type of incorporated business, professional or other association, or legal entity, foreign or domestic.

Registrant's name as stated in the registrant's certificate of formation or application filed with the office of the Secretary of State or other comparable document:

Youth and Family Alliance

State, country, or other jurisdiction under the laws of which the registrant was incorporated or organized:

Texas, Travis County

Period, not to exceed 10 years, during which the registrant will use the assumed name: 11/01/2017 - 10/31/2027

Street or mailing address of the registrant's principal office in this state or outside this state, as applicable:

3700 S 1st St, Austin, TX 78704

County or counties in this state where the registrant is or will be conducting business or rendering professional services under the assumed name:

☑ All Counties ☐ All Counties except:

☐ Only the following Counties:
This certificate must be executed and acknowledged:
(A) by each individual whose name is required to be stated in the certificate or the individual’s representative or attorney-in-fact; and
(B) by oath or in behalf of each person whose name is required to be stated in the certificate and who is not an individual, by: (1) the person’s representative or attorney-in-fact; or (2) a joint venturer; general partner; trustee, successor, officer, or other person having authority regarding the person comparable to the person’s representative or attorney-in-fact. A certificate executed and acknowledged by an attorney-in-fact must include a statement that the attorney has been authorized in writing by the attorney’s principal to execute and acknowledge the certificate.

Name Susan McDowell, Executive Director
Signature

Name
Signature

Name
Signature

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY, The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: ______________________________________________________________________

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on ______________________________________________________________________

Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy
Seal of the Notary Public or Clerk of the Court, Deputy

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED
(to be completed by applicant):

In the spaces below, clearly print the name, address, city, state, and zip code where this document should be returned

LifeWorks Attn Jay Scheumack, CFO
3700 S 1st St

FORM OF IDENTIFICATION PRESENTED: Person(s) Known

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 12, 2017 02:20 PM
RAMIREZ: $24.00
2017164146
Tab 47 – Third Party Reports
### Required Third Party Reports

All third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Phase Engineering, Inc.
   - Date of Report: 2/19/2020
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

2. **Environmental Clearance (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.

   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: Phase Engineering, Inc.
     - Contact Person: Diana Hendrick
     - Contact Telephone: (713) 476-9844
     - Email: Diana@phaseengineering.com

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Affordable Housing Analysts
   - Date of Report: 2/3/2020
   - Development Site Location:
     - Longitude: 30.379585
     - Latitude: -97.712618

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Prepared by: N/A
   - Date of Report:

5. **Appraisal**
   - Prepared by: TBD
   - Date of Report:

6. **Feasibility Report**
   - Prepared by: Wuest Group
   - Date of Report: 2/26/2020
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

Tab 48 – Tie Breakers
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 15.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 370 (lower number wins tie)

---

**Tie-Breaker #2 (10 TAC §11.7(2))**

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>30.379585</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>-97.712618</td>
</tr>
<tr>
<td>Target Population:</td>
<td>Supportive Housing</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Foundation Village</td>
</tr>
<tr>
<td>Application Number:</td>
<td>19053</td>
</tr>
<tr>
<td>Address:</td>
<td>11704 and 11706 N Lamar Blvd., Austin, TX 78753</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2019</td>
</tr>
</tbody>
</table>
2020 9% Housing Tax Credit Application

ESPERO AUSTIN AT RUTLAND
AUSTIN, TEXAS

TDHCA #20040

TDHCA REVIEW TABS
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
From: Sharon Gamble
To: "jkquinn@caritasofaustin.org", "jennifer@truecasa.net"
Subject: 20040 Espero Austin at Rutland and 20041 Espero Austin at West 24th - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.
Date: Wednesday, March 18, 2020 10:18:00 AM
Importance: High

**All deficiencies must be corrected or clarified by 5 pm Austin local time on March 25, 2020. Please respond to this email as confirmation of receipt.**

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

Tab 17, Development Narrative, Certification for Supportive Housing Applications: Per 10 TAC §11.1(d)(122) related to the definition of Supportive Housing, if an Application is financed with any permanent debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt) that is not sourced by federal funds or is not provided by an Affiliate and originally sourced from charitable contributions or pass-through local government non-federal funds, the Development must be supported by project-based rental or operating subsidies for 25% of the Units. The “Operating Subsidy Agreement” included with both Applications does not constitute support “by project-based rental or operating subsidies.”

Explain how the Application meets the requirement that “the Development must be supported by project-based rental or operating subsidies for 25% of the Units.”

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant
will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on March 25, 2020. Please respond to this email as confirmation of receipt.**

---

**About TDHCA**

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

---

Regards,

Sharon D. Gamble MSW, PMP
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834
[https://www.tdhca.state.tx.us/multifamily/housing-tax-credits-9pct/index.htm](https://www.tdhca.state.tx.us/multifamily/housing-tax-credits-9pct/index.htm)

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §11.2(a)).

---

**About TDHCA**

The Texas Department of Housing and Community Affairs administers a number of state and federal programs
through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us
March 25, 2020

Sharon Gamble
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: 9% HTC Application Deficiency Notice
TDHCA #20040 – Espero Austin at Rutland
TDHCA #20041 – Espero Austin at W. 24th

Dear Sharon:

Please find attached documentation in response to the Application Deficiency Notice issued on March 18, 2020.

Tab 17, Development Narrative, Certification for Supportive Housing Applications: Per 10 TAC §11.1(d)(122) related to the definition of Supportive Housing, if an Application is financed with any permanent debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt) that is not sourced by federal funds or is not provided by an Affiliate and originally sourced from charitable contributions or pass-through local government non-federal funds, the Development must be supported by project-based rental or operating subsidies for 25% of the Units. The “Operating Subsidy Agreement” included with both Applications does not constitute support “by project-based rental or operating subsidies.”

Explain how the Application meets the requirement that “the Development must be supported by project-based rental or operating subsidies for 25% of the Units.”

Thank you for the opportunity to provide a thorough response to the Deficiency received on the documentation submitted as part of the Applications’ compliance with this new section of the QAP. We firmly believe the “Operating Subsidy Agreement” included in both Applications meets the requirements of the QAP as it is project-based, a binding commitment on behalf of the Board of Directors for Caritas of Austin, guarantees the rent amount for the specified units and covers 25% of the units on each project as the threshold for Supportive Housing to carry hard debt. We understand that TDHCA’s purpose of having the subsidy requirement on the units is to ensure that the deep impact population specific to Supportive Housing - individuals and families with minimal to no income who are offered supports to stabilize – will be served while ensuring that the project is financially feasible to carry must-pay debt. This fact pattern is true with the Operating Subsidy Agreements submitted for both Espero Austin at Rutland and Espero Austin at W. 24th.

There is only one section of the QAP that contemplates documentation requirements of a voucher or operational subsidy for an Application - Section 11.204(8)(F):

(F) Rental Assistance/Subsidy. (§2306.6705(4)) If rental assistance, an operating subsidy, an annuity, or an interest rate reduction payment is proposed to exist or continue for the Development, any related contract or other agreement securing those funds or proof of application for such funds must be provided. Such documentation shall, at a minimum, identify the source and annual amount of the funds.
The number of units receiving the funds, and the term and expiration date of the contract or other agreement.

The Operating Subsidy Agreement for both projects meets all of these requirements. It is a legally binding agreement securing an operational subsidy for each project. It identifies the source of funds – either vouchers, subsidies or a subsidy from Caritas of Austin. The annual amount of funds is identified per the Rent Schedule attached as Exhibit A of the Operating Subsidy Agreement which designates the line item of units that will receive the Operational Subsidy - $28,152 in monthly rent for Espero Austin at Rutland and $18,216 in monthly rent for Espero Austin at W. 24th. The number of units receiving the funds is also denoted in the Operating Subsidy Agreement on Page 2 – 34 units for Espero Austin at Rutland and 22 units for Espero Austin at W. 24th. The term and expiration date of the Operating Subsidy Agreement is noted on Page 3 – 15 years from the Placed in Service Date.

The Operating Subsidy Agreements met all the requirements available to the Applicant in the QAP at the time of Application.

That being said, we want to make sure that TDHCA has the proper context on which the Operating Subsidy Agreements were based. Espero Austin at Rutland and Espero Austin at W. 24th will be the first two Supportive Housing communities newly constructed in Austin that will exclusively target persons through Austin’s Coordinated Entry system and Coordinated Assessment – a vulnerability index tool to prioritize individuals and families most in need of housing services. Austin has been desperate for high-quality Supportive Housing units that will target persons off the Coordinated Assessment – as it will have a profound impact on reducing the number of persons experiencing homelessness in Austin. The reality is that we expect a majority, if not all units, on each property will be supported through a voucher or subsidy. We want to stress that the deep impact of these projects is not just a set-aside of units, but the entirety of each project. The projects are a bold measure to address homelessness - immediately uplifting a combined 222 people from homelessness to housed once the doors open. With Caritas of Austin’s 98% success rate of homelessness to housing stability, the cycle of homelessness will end for residents of Espero Austin at Rutland and Espero Austin at W. 24th.

While we would have liked to provide a singular voucher and/or subsidy commitment for each project to meet the 25% requirement, that reality simply does not exist in our community. Our local Housing Authorities do not have an open voucher commitment dedicated to persons experiencing homelessness like other Texas Communities and have many less vouchers in total. Every voucher or operational subsidy available in our community is already being used and it is unrealistic to assume an agency would forward commit existing vouchers or operational subsidies to a project that is at least two years from opening its doors. Voucher and operational subsidy programs simply do not work with that timeline. Timing is also off to be able to show an application for new vouchers through the HUD Continuum of Care (Caritas will apply in this year’s NOFA for these two projects) or HUD Section 811 award (Caritas will apply in next year’s NOFA if a tax credit award is committed in order to meet the application’s readiness to proceed requirements). Finally, a majority of all rental assistance available to persons experiencing homelessness in Austin has historically been Tenant Based Rental Assistance and/or Housing Choice Vouchers and not project-based.

Housing Authorities are given latitude on whether to project-base or tenant-base their voucher allocations and, in Austin, this has been to tenant-base voucher pools. This choice has makes it impossible for specific projects to apply for project-based vouchers as there is simply no process by which to apply. We understand that this process is changing and that will be a future RFP for project-specific vouchers and/or owner
specific vouchers, but that process has yet to be defined and will be set in the future per the attached letters from the Housing Authorities.

Please be assured that both of these projects will have substantial operational and voucher subsidies as well as robust supportive service funding. As mentioned in the Operating Feasibility section of Tab 17 of each application, Caritas of Austin has embarked on a $6 million campaign to expand its services and increase its capacity, known as “Vision 2025.” This “Vision”, includes both Espero Austin at Rutland and Espero Austin at W. 24th, with the goal of funding the operational subsidies and supportive services to sustain the combined 222+ residents that will reside there. Caritas has already raised $1 million from its closest donors. There are already two notable donors - Tracy Snodgrass and Lew Aldridge - that have expressly committed a portion of their campaign gift to directly support the Operational Subsidy for Espero Austin at Rutland and Espero Austin at W. 24th – locking in $500,000 before the projects have started construction. The campaign in its entirety is not limited to these commitments, but will continue to pursue an additional $4.5 million over the next 3 years.

In addition to a successful record of private fundraising, Caritas of Austin also raises an impressive amount of funding from private foundations and governmental agencies. In 2018, Caritas of Austin had $7,474,968 in revenue from governmental grants alone. Below is the funding raised in 2019 including grants over $20,000:

- Shield-Ayres $15,000
- Sooch Foundation $25,000
- Topfer Family Foundation $35,000
- Glimmer of Hope $20,000
- Isla-Carroll Turner Friendship Trust $20,000
- Religious Coalition to Assist the Homeless $40,000
- Texas Veterans Commission $50,000
- Veterans Administration $552,312
- FEMA Emergency Food and Shelter $19,349.00
- Travis County $84,000 each year (contract for Community Kitchen)
- HUD for Permanent Supportive Housing $1,558,515
- City of Austin for Best Single Source + $3,702,268
- City of Austin for Behavioral Health Services $238,268

Caritas of Austin would have never embarked on either of these transformative projects without the assurance of a solid fundraising platform and support from local partners – the City of Austin, City of Austin Housing Authority, Travis County Housing Authority and the Ending Community Homelessness Coalition (ECHO).

The Operating Subsidy Agreement submitted for both projects is a straight-forward and binding way to demonstrate the 25% subsidy requirement. As the Operating Subsidy Agreements state, Caritas of Austin is committed and “on the hook” to provide the subsidies for the 25% of units on each project. However, we would like to use this opportunity to detail a few sources of subsidies that will ultimately not only fund the 25% units that are part of the Operating Subsidy Agreements, but a majority of the units. Please see below and attached for information on the following subsidy programs:

1) Best Single Source Plus Collaborative (BSS+)
Caritas of Austin is the lead and fiscal agent for the Best Single Source Plus Collaborative (BSS+) - a 12-agency collaborative that provides individuals/families in Austin/Travis County with comprehensive housing stability resources (case management and housing stabilization direct financial support services). BSS+ is a legacy supportive housing and service subsidy program serving persons experiencing homelessness in Austin that has been fully funded and renewed since inception in 2005. The annual budget for the program – funded through a partnership with the City of Austin and Applied Materials – is $3,330,907 which covers direct client assistance (including housing payments) and Supportive Services. In 2018, there were 460 individuals assisted through the Homeless Prevention program.

Caritas of Austin, as lead and fiscal agent, approves and processes all requests for financial assistance for the BSS+ program for its partner agencies, including approving all housing payment requests. Caritas is not only the lead and fiscal agent, but also a primary beneficiary of the program. In 2017, the program began shifting to a prioritization of persons experiencing homelessness who come off the Coordinated Entry. All Caritas of Austin clients served by the BSS+ program come off the Coordinated Entry – as will residents of Espero Austin at Rutland and Espero Austin at W. 24th - so Caritas of Austin clients naturally rise to the top of the BSS+ prioritization list with a very high utilization rate for the program.

The total unduplicated BSS+ Rapid Rehousing (RRH) clients served by Caritas from FY17 through today is 429 clients.
- FY17 – 153 total RRH clients served (56 clients carried over from FY16)
- FY18 – 201 total RRH clients served (71 clients carried over from FY17)
- FY19 – 217 total RRH clients served (115 clients carried over from FY18)
- FY20 – 140 total RRH clients served (96 clients carried over from FY19)

Caritas of Austin utilizes the BSS+ program to pay rental assistance for clients – like it will for residents of Espero Austin at Rutland and Espero Austin at W. 24th:
- Initially Caritas pays 100% of the rent/deposit etc. to secure housing for the client.
- There is not a one-size fits all approach.
- As the client stabilizes, the Case Manager determines how much rent the client can pay through a process called progressive engagement.
- The client is never required to pay more than 30% of their monthly income toward rent.
- In most cases, clients gradually assume paying 100% of their rent.
- The BSS+ program currently allows payment for all or a portion of a client’s rent up to and not to exceed $6000 per client.
- Clients can receive up to 2 years of case management.

Please find attached the following information to document this stable source of funding of which Caritas of Austin has full control and prioritization to apply to at least the 25% of units at Espero Austin at Rutland and Espero Austin at W. 24th. Please note that this information is offered only as context on which the Operating Subsidy Agreement was based.
- Current BSS+ Contract which was effective September 30, 2015 to September 30, 2018 with three additional 12-month extensions.
- Amendment 8 – Current amendment that exercises second extension option from Oct. 1, 2019 to Sept. 30, 2020. There will be one more extension from Oct. 1, 2020 to Sept. 30, 2021 and then the contract will be renewed again as it has since 2005.
2) **Rental Assistance Availability from the City of Austin** – Please find attached a letter describing two rental assistance subsidy programs focused on persons experiencing homelessness that will be made available to Caritas of Austin as 100% of the units at both Espero Austin at Rutland and Espero Austin at W. 24th will target persons through the Coordinated Entry system. Units at both of these communities will be prioritized for these programs, as will the BSS+ program due to their focus on persons experiencing literal homelessness. No other permanent supportive housing communities in Austin currently target this population in such a committed and coordinated effort.

3) **Voucher Commitment from the Housing Authority of the City of Austin and the Housing Authority of Travis County** – Please find letters from both the Housing Authority of the City of Austin and Housing Authority of Travis County demonstrating their limited capacity to commit vouchers to any projects in Austin at this current time, but lending their support to both projects and coordination for subsidies as the projects get closer to completion.

We are hopeful that the provided documentation helps to further depict how the Operating Subsidy Agreements submitted for both applications meet the QAP and Application requirements. This is the first year that Supportive Housing applications have been allowed to demonstrate financial feasibility with must-pay debt. As an advocate/developer/consultant, I have made the development of mission-rich Supportive Housing the passion of my 18-year career in affordable housing development. I am intimately familiar with the mechanics of how these projects work and am committed to not only the deep impact of these projects, but their financial and operational success that will feed a continued pipeline.

The Vecino Group – ownership and development partner for both projects – have developed 19 Supportive Housing communities across the country yielding over 1,196 units of experience. A majority of those Supportive Housing communities have carried a sliver of hard debt. These properties are built, occupied and successful with the financial feasibility thresholds of both the State Housing Finance Agency and the tax credit investor being met. Our team is pleased to bring this unparalleled experience to Texas for the benefit of ending homelessness project by project.

I know that TDHCA wants to ensure that any Supportive Housing project that is showing must-pay debt is TRULY Supportive Housing. I am greatly appreciative of these safeguards. I want to assure TDHCA that these two projects will encapsulate exactly what Supportive Housing should be – tremendously deep impact housing wrapped in success-based supportive services by an experienced team that is answering the local priority to address the crisis of homelessness in the State of Texas.

Please do not hesitate to contact me with any further questions regarding this matter – (512) 203-4417.

Sincerely,
Jennifer Hicks
True Casa Consulting, LLC
BEST SINGLE SOURCE PLUS
COLLABORATIVE
CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
CARITAS OF AUSTIN
FOR
SOCIAL SERVICES
(Best Single Source Plus Collaborative)

CONTRACT NO. NG150000018

CONTRACT AMOUNT: $9,992,721

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Caritas of Austin ("Contractor"), a Texas non-profit corporation, having offices at 611 Neches, Austin, TX 78701.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Michelle Friedman or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.
1.4.2 Contractor's Contract Manager, Jo Kathryn Quinn, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 Term of Contract. The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 Contractor's Obligations. The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 Contract Amount. The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is $9,992,721 (Nine Million Nine Hundred Ninety Two Thousand Seven Hundred Twenty One dollars), and $3,330,907 (Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars) per twelve (12) month extension option, for a total Contract amount of $19,985,442. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 Budget Revision: The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total or $50,000, whichever is less;

ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and

iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

i. The CONTRACTOR must submit a Budget Revision Form to the City prior to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:
4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed $3,330,907 (Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed $3,330,907 (Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed $3,330,907 (Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars).

4.2 Requests for Payment.

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at http://www.ctkodm.com/austin/. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;
4.3.3.2  third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3  failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4  damage to the property of the City or the City’s agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5  reasonable evidence that the Contractor’s obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6  failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7  failure of the Contractor to comply with any material provision of the Contract; or

4.3.4  Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4  Non-Appropriation. The awarding or continuation of this Contract is dependent upon the availability of funding. The City’s payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5  Travel Expenses. All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City’s Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the “Rates”) as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6  Final Payment and Close-Out.

4.6.1  The making and acceptance of final payment will constitute:

4.6.1.1  a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor’s continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City’s right to audit; and

4.6.1.2  a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7  Financial Terms.

4.7.1  The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.
4.7.2  The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3  Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4  The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5  Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6  Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7  Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8  Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8  Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1  Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2  To be allowable under this Contract, a cost must meet all of the following general criteria:

1.  Be reasonable for the performance of the activity under the Contract.
2.  Conform to any limitations or exclusions set forth in this Contract.
3.  Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4.  Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5.  Be adequately documented.

4.8.3  The City’s prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes “written authorization”. The item shall be specifically identified in the budget.
1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars ($5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically not allowable with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers’ or employees’ personal use
12. Housing and personal living expenses for organization’s officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 Reports.

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City’s Contract Manager using the forms shown at http://www.clkodm.com/austin/ by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City’s payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if
any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at http://www.ctkodm.com/austin/, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at http://www.ctkodm.com/austin/ shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at http://www.ctkodm.com/austin/, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 Contractor Policies and Procedures. Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 Monitoring and Evaluation.

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of these meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends $750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial
statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars ($750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars ($750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:
   i. That the auditor completed the financial audit report/financial review received from the Contractor;
   ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
   iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.
   i. Contractor’s Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
   ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
      a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
      b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.
4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 **Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars ($5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the “Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor’s Offer, or in any report or deliverable required to be submitted by Contractor to the City.
5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**SECTION 6. OTHER DELIVERABLES**

6.1 **Insurance.** The following insurance requirements apply.

6.1.1 **General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will
accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

    City of Austin  
    Health and Human Services Department  
    ATTN: Community Based Resources  
    P. O. Box 1088  
    Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

   6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

   6.1.2.1.2 Independent Contractor’s Coverage
6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be $1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: $500,000 combined single limit per occurrence for all owned, hired and non-owned autos

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.

b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: $100,000/$300,000/$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

6.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.
6.1.2.4.1 Contractor shall provide coverage at a minimum limit of $500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor’s suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.
6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**SECTION 7. WARRANTIES**

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

**SECTION 8. MISCELLANEOUS**

8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. *(Source: City of Austin Ordinance 20051201-013)*
8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 **The Contractor shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims directly arising out of, incident to, concerning or resulting from the fault of the Contractor, or the Contractor's agents, employees or subcontractors, in the performance of the Contractor's obligations under the Contract. Nothing herein shall be deemed to limit the rights of the City or the Contractor (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.**

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return
Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:          To the Contractor:          With copy to:
City of Austin, Health and Human Services Department
Community Services Division
ATTN: Stephanie Hayden,
Assistant Director
7201 Levander Loop, Bldg. H
Austin, TX 78702

Caritas of Austin
ATTN: Jo Kathryn Quinn,
Executive Director
611 Neches
Austin, TX 78701

City of Austin Health and Human Services Dept.
ATTN: Shannon Jones,
Director
7201 Levander Loop, Bldg. E
Austin, TX 78702

8.8 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City’s and/or its licensors’ confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, “Confidential Information”). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 Advertising. Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified
individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor’s own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved
in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>DATE OBSERVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr's Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
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<tr>
<td>Veteran's Day</td>
<td>November 11</td>
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<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
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<tr>
<td>Friday after Thanksgiving</td>
<td>Friday after Thanksgiving</td>
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<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
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</tbody>
</table>

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.
In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CARITAS OF AUSTIN
Signature: 
Name: Jo Kathryn Quinn
Printed Name: 
Title: Executive Director
Date: 6-7-2015

CITY OF AUSTIN
Signature: 
Name: James Scanlan
Printed Name: PURCHASING OFFICE
Title: 
Date: 7-24-15

EXHIBITS

Exhibit A – Program Forms
  A.1 Program Work Statement
  A.2 Program Performance Measures
  A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms
  B.1 Program Budget and Narrative
  B.2 Program Subcontractors

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D- Homeless Management Information System (HMIS) Reporting Requirements

Exhibit E- Mid-Month Reimbursement Option for Direct Financial Assistance
Program Work Statement

Contract Start Date  9/1/2015  Contract End Date  9/30/2016

Program Goals And Objectives

The Best Single Source Plus Collaborative, consisting of 13 agencies, provides individuals/families in Austin/Travis County with comprehensive housing stability resources (case management and basic needs services). BSS+C ensures that clients have access to basic necessities - starting with housing - and extending to food, clothing, physical/mental health care, and other supportive services.

Program Clients Served

The target population for BSS+C is individuals/families living in Austin/Travis County, at or below 200% federal poverty level, and experiencing a financial crisis that puts their housing at risk or caused them to experience short-term homelessness. Clients must be at a point where no more than 12 months of case management and limited financial assistance will be sufficient to stabilize their housing. Program suitability is determined by use of the BSS+C Eligibility and Screening Tool which reviews basic eligibility such as residency, income, the crisis that puts their housing at risk or are currently homeless, and past or current BSS Plus enrollment status. Additionally, the tool collects data on household employment/income potential, financial status, housing and legal history which generates a total assessment score and legend to make recommendations.

Score Legend & Assessment Recommendations include:
0-24: Not recommended for BSS+ unless access to other subsidized housing is assured within BSS+ service period. Refer to other more intensive supports and housing.
25-35: Recommended for BSS+ Likely to require up to 12 months case management and moderate support services.
36-45: Recommended for BSS+ Likely to require up to 3 months case management and minimal support services.
46-60: Not recommended for BSS+. Offer resources and referrals as appropriate.

The Actual Assistance Offered is also captured on the tool which includes an option for the Case Manager to select One Time Financial Assistance. If the assistance offered differs from the scoring recommendation, the Case Manager must state why and have their supervisor sign off.

Clients must meet the eligibility criteria of the individual agency that they are applying to in addition to that of the BSS+ Eligibility and Screening. BSS+C partner agencies eligibility criteria are listed below:

1. AIDS Services of Austin (ASA) provides services to persons living with HIV and/or AIDS who are experiencing a housing crisis or homelessness. To be eligible for BSS+C services the individual/household needs documentation of HIV + or AIDS diagnosis. Internal and external referrals are accepted and clients do not need to be co-enrolled in other ASA programs.

2. Any Baby Can (ABC) serves children with special health care needs, developmental delays, and who are in danger of abuse/neglect and families at-risk of losing their jobs and housing due to their child's health care needs and the expenses associated with medical care. Eligibility criteria begin with ABC program eligibility which comes to the agency through direct calls, outreach and collaborations. Once a family is enrolled internal programs, if they experience a housing stability crisis they are screened for BSS+C.

3. The Arc of the Capital Area (Arc) provides case management services to individuals with developmental disabilities and their families to improve their independence and ensure they remain living in their communities. BSS+C services are available to any Arc participant and/or their household members who meet eligibility standards. A limited amount of case management slots are reserved for households who do not have a member in another Arc program, but the household must have at least one individual with an intellectual and/or developmental disability.

4. Caritas of Austin (Caritas) is the lead and fiscal agent for BSS+C. Clients include households of all sizes; many of whom are veterans, refugees, women, and children, and individuals with disabilities. They all share a common reality: they do not have a stable place to call home. All referrals to the Caritas BSS+C program come through Coordinated Assessment. Caritas often serves the most vulnerable individuals and families in need of housing. To be eligible for BSS+C, clients must complete the VI-SPDAT assessment through Coordinated Assessment, score within Rapid Rehousing range (Caritas accepts internal Prevention referrals) and meet Caritas income requirement of 30% AMI or below.

5. Catholic Charities of Central Texas (CCCTX) clients are of all ages, faiths, ethnic backgrounds and economic circumstances and works to address the needs of residents in the Diocese of Austin. Clients are individuals and families at
risk of becoming homeless due to a recent financial crisis. CCCTX also services clients already homeless at time of program entry. Clients currently on the intake list are scheduled for a BSS+C eligibility screening. Beginning June 1st, the intake process will switch to an application process.

6. Family Eldercare (FEC) supports seniors and people with disabilities. To be eligible for BSS+C they must be adults with disabilities and/or seniors over the age of 55 and meet BSS+C eligibility requirements. Internal and external referrals are accepted and clients do not need to be co-enrolled in one of the FEC programs.

7. Foundation for the Homeless (FFH) serves both individuals and families at risk of homelessness or currently homeless. Outside referrals are also accepted. FFH requires that the household income be 100% or above the FPL.

8. Front Steps (FS) Eligibility criteria for BSS+C includes adult men and women participating in Front Step Case Management programs who are also meet BSS+C eligibility requirements. Case Managers within the Shelter Case Management program process internal and partner referrals.

9. Goodwill Central Texas (GW) serves homeless and at risk individuals/families facing barriers to employment such as disabilities, lack of education and employment history, criminal backgrounds and language barriers. Other population served includes youth and low income households. To apply for BSS+C clients must be currently enrolled and active in a Goodwill Workforce Development program.

10. Meals on Wheels and More (MOWAM) assists clients and their families (who are primarily homebound/disabled) with prevention services through case management so they can remain in their homes/stably housed. The majority of clients served through BSS+C are those who are found to be eligible based on an assessment of housing needs during the in house programs for meals, groceries to go, and home repair.

11. Safe Place (SF) To access BSS+C, clients must be enrolled in the Survivor Advocacy program. All external referrals go through the hotline in order to complete safety planning and basic resources referrals. Callers are then directed to the Survivor Advocacy program to evaluate additional services.

12. The Wright House Wellness Center (WHWC) To be eligible for BSS+C, clients must be living with a diagnosis of HIV and Hepatitis C and have documentation of the diagnosis. Internal and external referrals are accepted and clients do not need to be co-enrolled in other WHWC programs.

13. The Salvation Army (TSA) Clients include homeless individuals and families (majority are single mothers with children), low-income households, persons with disabilities, victims of domestic violence, and veterans. Referrals to BSS+C are made internally through a case manager of Passages Program, Rapid Re Housing Initiative, or SSVF programs.

Additional eligibility guidelines include:
 In addition to BSS+C eligibility requirements, clients must meet the eligibility criteria specified by the partner agency through which they are applying.
 At time of entry, confirmation of violence victimization or current homelessness status exempts clients from income and residency eligibility criteria.
 Households can only be enrolled in BSS+C at one partner agency at a time.
 Previous BSS+C one-time financial assistance and case managed clients will not be eligible for BSS+C services for a period of 12 months after their exit date from BSS+C, verified using HMIS data.

BSS+C partners use standardized eligibility and enrollment forms that ensure quality client service and consistent data collection as well as a standard client file checklist.

Program Services And Delivery

The BSS+C program utilizes multiple overarching strategies:

(a) No Wrong Door - Together, the 13 partner agencies present 13 points of entry for access to housing stability, rapid re-housing and basic needs services. Households fully benefit from the diversity of partners' missions.
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Contract Start Date 9/1/2015  Contract End Date 9/30/2018

(b) Homeless Prevention and Rapid Rehousing Services with Direct Financial Assistance – Case management is the foundation for all BSS+C strategies. The program provides comprehensive case management and basic needs services (rent, mortgage, utility assistance and housing supports) for homeless and housed clients who are or are about to be experiencing a housing crisis. BSS+C agencies focus on homelessness assistance, prevention or both. For clients entering the program who are at risk of losing their housing a homeless prevention strategy is used in order to prevent the individual or family from falling into homelessness. Case management, debt reduction, advocacy with the housing provider, mediation, flexible financial assistance and connection to needed resources (ex: mental health services, child care assistance, medical services, etc.) are all common strategies used. Once a homeless client/family enters into case management the goal is to rehouse them as quickly as possible so they do not fall deeper into homeless services such as shelters, etc. Case managers utilize many of the same strategies mentioned but actually house the client/family and use financial assistance to remove housing barriers which increases their rate of success to become stably housed.

(c) Comprehensive Case Management – Provides an environment of safety and support, assists households to create housing stabilization plans, and connects them to other safety net services.

(d) Landlord Outreach – Landlord Outreach Specialists (LOS) provide outreach and build relationships with prospective landlords with the goal of developing a pool of safe, affordable housing in which clients can be placed. LOS also work with clients to complete housing applications and serve as client advocates.

Services provided through BSS+C fall into the following categories:

One-Time Financial Assistance
A client will be eligible for One-Time Financial Assistance if they can become housing stable with the limited financial assistance and no case management is required. The BSS+C Eligibility and Screening Tool and the Housing Stability Assessment Tool are used to determine if a household is suitable for One-Time Financial Assistance. To allow flexibility, a household may be enrolled in one-time assistance and come back for case management services within 30 days. After 30 days, the client (and their household members) must wait 1 year from exit to reapply for BSS+C. Case Manager must give full disclosure of these rules to the client at time of program eligibility and screening. Remaining One Time Financial Assistance direct financial assistance total is subtracted from the case management cap. The household is allowed access to the remainder of the case management direct financial assistance cap.

Direct client One Time Financial Assistance (OTFA) is up to $1,500. Exceptions may be made to exceed the One-Time Financial Assistance cap up to $3,000, based on household need and approval by a client's Case Manager, Program Manager/Director and the BSS Plus Coordinator. These payments will be provided on behalf of a client with the anticipation that no additional assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.

Eligible one-time financial assistance includes:
- One-time Rent Payment
- One-time Mortgage Payment
- One-time Utility Payment
- Housing Supports

Case Managed Financial Assistance
A client will be eligible for Case Management services and direct client financial assistance up to a capped amount during their eligibility in the program when One-Time Financial Assistance will not yield housing stability and case management is required. Case Managed Financial Assistance direct financial assistance is up to $3,000. Exceptions may be made to exceed the Case Managed cap up to $6,000, based on household need and approval by a client's Case Manager, Program Manager/Director and the BSS Plus Coordinator.

Case Management: Clients are required to meet regularly with their Case Manager; design and implement steps indicating progress toward self-sufficiency; and work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits. Amount and intensity of case management service will be determined on a case-by-case basis.

Eligible Case Managed financial assistance includes:
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- Rent /Move-in Deposits: Includes first-month rent, security deposits for lease of a new unit, application fees, and other move-in expenses.

- Utility/Move-in Deposits: Includes utility deposits for lease of a new unit, utility application fees, and payment of past due utility debt so new services can be started.

- Rent Assistance: This category of assistance is for households that require several months of rental assistance to stabilize in housing. Amount of assistance is determined on individual basis and case plan.

- Short-Term Mortgage Payment: Assistance with mortgage payments keep an individual or family in the home that they own and in which they reside. Amount of assistance is determined on individual basis and case plan.

- Utility Assistance: This category of assistance is for households that require several months of utility assistance to stabilize in housing. Amount of assistance is determined on individual basis and case plan.

Housing Location: A Housing Locator will identify properties suitable for clients, maintain a housing directory of available units, serve as a liaison between the landlord and client, and provide basic housing counseling as a client moves into stable permanent housing. Housing Location will be provided through Housing Locators employed by and located at Caritas of Austin.

Mediation and Legal Services: Includes referral to and support services from agencies, primarily Austin Tenants Council and Texas Rio Grande Legal Aid, for protection of tenant rights, provision of landlord and tenant education, and assessment of fair housing and housing discrimination issues.

Housing Supports: Housing supports such as food, furniture, basic household necessities and transportation may be provided as needed. Small home repair services may also be provided to keep individuals and families housed. Small home repairs require multiple quotes. All housing supports must be directly linked to housing stability. Case Managers will be asked to submit a statement of need, proper documentation, and follow guidelines for appropriate pricing.

Identification Assistance: Includes the payment for identification documents necessary for a client to obtain employment and/or housing. Identification documents include: birth certificates, social security cards, new/renewed state identification card, and driver's license.

1. AIDS Services of Austin (ASA) stabilizes its clients in housing, provide access to support services, and retains them in medical care. BSS+C will primarily be used to prevent eviction, homelessness and rapidly re-house homeless individuals with HIV/AIDS. Direct services include preventing the spread of the disease through awareness, education and HIV testing. Services available for clients meeting eligibility requirements: medical and non-medical case management, housing assistance, rent, utilities and housing supports.

2. Any Baby Can (ABC) BSS+C will help families become stable in housing by providing rent and utilities assistance while they plan how to manage expenses and gain the education to help them become self-sufficient. Most services are provided through home visitation programs and also offer community classes, support groups and community resources. ABC believes that every child deserves a strong family.

3. The Arc of the Capital Area (Arc) provides community-based services that improve the quality of life through medical maintenance, money management, housing and living assistance, and community transitions. BSS+C will support clients to become stable in housing, and regain self-sufficiency.

4. Caritas of Austin (Caritas) is the lead and fiscal agent for BSS+C. Caritas provides a services continuum for those experiencing poverty that begins with a safety net and links to resources to achieve self-sufficiency. Caritas service areas include: supportive housing, housing stability case management, education, employment, food, and refugee resettlement services. Clients include households of all sizes; many of whom are veterans, refugees, women and children. They all share a common reality: they do not have a stable place to call home. All referrals to the Caritas BSS+C program come through Coordinated Assessment. BSS+C assistance is utilized to remove barriers to securing and maintaining housing.

5. Catholic Charities of Central Texas (CCCTX) provides emergency services as well as assistance accessing mainstream services.
Program Work Statement

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benefits and employment services. BSS+C will be used to help clients become stable in housing or re-gain housing after experiencing short-term homelessness. Services and assistance provided include: general case management, information and referral, immigration legal services, disaster relief services and Gabriel Project Life Center, providing a variety of services to women and men in crisis pregnancies and through the first year of a child’s life.

6. Family Eldercare (FEC) supports clients to live independently in the community, through provision of services; money management, service coordination and low income senior housing. Services are provided to seniors and adults with disabilities who are low income and need assistance to manage and/or apply for benefits and maintain housing. Services include: in-home care and caregiver services, guardianship services, money management, geriatric consultation and independent living supports. BSS+C will primarily be used for rent, mortgage, and utilities assistance and small home repairs to help older adults in financial crisis to remain stable in housing.

7. Foundation for the Homeless (FFH) mobilizes the resources of faith and community-based organizations to alleviate the suffering of the homeless through emergency shelter, rapid re-housing, and homelessness prevention. Prevention clients typically enroll in long-term case management. Rapid rehousing services are offered to households living in shelter to assist with housing barriers such as rental and utility debt and rehousing search and move in costs. Host churches, synagogues and support congregations work in collaboration to provide year round shelter, meals, and a loving presence while FFH staff provide transportation, case management, referrals and other supportive services to families as they work toward achieving goals of permanent housing and self-sufficiency.

8. Front Steps (FS) programs include the Recuperative Care Project for medically vulnerable individuals, the Housing Program offering supportive services for those exiting homelessness, and the AmeriCorps/Keep Austin Housed Program serving homeless/at-risk/formerly homeless individuals in the community. FS provides a full range of rapid rehousing services, and operates the Austin Resource Center for the Homeless (ARCH). The ARCH serves as the first point of entry into the homeless service system for many of Austin’s adults experiencing homelessness. FS will utilize rent/utility debt and subsidy assistance and application/deposit fees to overcome the challenges incurred as a result of short-term homelessness. Four heavily utilized components of the ARCH provide indispensable services to homeless individuals:

- The Day Resource Center (DRC) serves homeless men, women, and accompanied children.
- The ARCH Day Sleep program (a component of the DRC) serves homeless men and women.
- The ARCH overnight shelter serves homeless men.
- The ARCH shelter case management programs serves homeless (and those at-risk of becoming homeless) men and women.

9. Goodwill Central Texas (GW) enhances the quality of life facing barriers to employment such as: disabilities, lack of education and employment history, criminal backgrounds and language barriers. Other populations served include youth and low income households. BSS+C services will be utilized to assist clients with housing barriers and obtain/maintain housing.

10. Meals on Wheels and More (MOWAM) delivers nutritious meals and groceries to the elderly, disabled, and homebound. MOWAM additional services include minor and major home repairs; grocery shopping assistance; a monthly supply of shelf-stable groceries; extra, daily, shelf-stable meals for the nutritionally at-risk; veteran services; problem-solving therapies; rural meal delivery; Alzheimer's respite; and pet food and pet health care for their clients' dogs and cats. If the client/household is found to need case management the case is moved from its supportive team to its CARE TEAM who will complete eligibility screening for household needs/stability.

11. SafePlace (SP) provides crisis intervention, counseling, prevention, education, long term support and advocacy services and programs designed to end sexual and domestic violence. Free and confidential services are provided to those who have been impacted by sexual or domestic violence. Eligible clients may receive emergency shelter, hospital and legal advocacy, case management, financial assistance for rent, utilities, and housing supports.

12. The Wright House Wellness Center (WHWC) mission is to improve the lives of Central Texans living with, at risk for, and affected by HIV/AIDS, and/or Hepatitis C through outreach, education, health and holistic services, and care coordination.

13. The Salvation Army (TSA) provides permanent supportive housing, emergency shelter, disaster relief, rapid rehousing, and homelessness prevention services. BSS+C will be used to help clients become stable in housing, or re-gain housing after short-term homelessness. Direct client assistance is primarily used to alleviate boundaries to housing/self-sufficiency, to rapidly rehouse clients in affordable rental units and assist with becoming financially stable. Clients reside at the Social...
**Program Work Statement**

**Contract Start Date** 9/1/2015  **Contract End Date** 9/30/2018

Service multi population emergency shelter and the Austin Shelter for Women and Children.

**System for Collecting and Reporting Program Data**

Each of the BSS+C service providers participates in the HMIS through ServicePoint, except for SafePlace who uses a web-based software Apricot which is a comparable database to HMIS. Client eligibility documents and services are collected and stored in paper files and HMIS. Partners use a standardized file checklist to gather the required documentation and are provided reference material such as: policies and procedures for the change in circumstance, transitional case management, self-declarations and exemptions, percentage of federal poverty level chart and gross income calculation tool. Common program forms are used including eligibility and enrollment forms used to identify a client's housing status, barriers, residency status, income, levels of need and priority of service. Program entry dates are entered after all required documentation is collected and verified. Program expectations are communicated to the household through a signed program agreement at time of intake.

As the lead and fiscal agent for BSS+C, Caritas is responsible for all program reporting, and training partners on data collection/entry. Caritas consolidates data quarterly and submits to funders. Monthly data quality checks are performed with the 13 BSS+C agencies to ensure compliance with data entry guidelines.

Partner MOUs outlines expectations and timelines for program implementation and data collection. Caritas has access to client information from each agency and client data is reviewed whenever a new client is approved for the program and/or financial assistance is requested. Monthly summary reports are sent to BSS+C agencies to confirm all client data and services. All BSS+C client data must be entered in HMIS by the last day of the month and data corrections completed by the 7th calendar day of the given month.

**Performance Evaluation**

The Caritas Associate Director of BSS+C and Evaluation monitors expenditures and client data at least monthly, utilizing HMIS reports, a check request log, and reports from Caritas' accounting system. Program expenditure and performance data is reported through the Director of Housing Services to the Executive Director and finally to the Caritas Board of Directors on a monthly basis. Additionally, the Executive Directors and/or Program Managers from BSS+C partner agencies meet at least monthly to evaluate expenditures, client performance, and to make recommendations for program improvement.

**Quality Improvement**

The real-time, client level data in HMIS allows issues regarding program implementation, data entry and tracking, achievement of outputs and outcomes, and general program challenges to be shared efficiently and effectively among program partners. Through ongoing monitoring, monthly and quarterly reporting, and program supervision, Caritas is able to identify if the BSS-C program is meeting its intended benchmarks and facilitate program improvements among the partner agencies.

Case Managers at each of the partner agencies receive comprehensive training and refreshers on all aspects of service provision and administration of the BSS+C Program. A BSS+C website for partner agencies and monthly Program Manager meetings are utilized to communicate updates, review program performance, and provide tools. Caritas also performs onsite pre-monitoring visits, random file reviews and monthly HMIS data quality reports to ensure consistency, adherence to program eligibility and to identify technical assistance needs.

When challenges or problems are identified, management and lead partner BSS+C staff meet to problem-solve and make program modifications. The City of Austin is informed of programmatic issues as they arise and is given information on corrective actions, whether these actions include additional outreach, changes in personnel, increased program monitoring, additional program partners, or additional cooperation between this collaborative and others.

Monthly meetings between BSS+C Partner Executive Directors also allow for high level discussion of program operations and potential improvements.

**Service Coordination with Other Agencies**

Service Cooparation with Other Agencies:

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Exhibit A.1  Program Work Statement  Page 6 of 7
Caritas of Austin

Program Work Statement

Contract Start Date 9/1/2015  Contract End Date 9/30/2018

Caritas works closely with BSS+C partners, WERC agencies and innumerable community agencies. BSS+C Case Managers refer clients to other partners, if another partner’s services are designed to better serve those clients; for example, senior adults might be referred to Family Eldercare because they specialize in services for the elderly.

Through agency Releases of Information (ROI) and the ROI for HMIS, Case Managers can share information on clients that is relevant to coordinating services for an individual/family. In the case of Austin Energy, clients sign an Austin Energy ROI, then BSS+C Case Managers can call their assigned contacts at Austin Energy to verify clients’ utility bills/debt, and get information on low-income discount.

Service Collaboration with Other Agencies

BSS+C is a collaboration among 13 area nonprofit service providers. Each member of the collaborative serves a unique target population ensuring that BSS+ programming is wide spread across the community and reaches diverse populations. Roughly half of the service providers offer services which are focused on those who are currently experiencing homelessness and the other half of the service providers are focused on preventing homelessness. BSS+C was built on the premise of “no wrong door” for clients so they may receive all services from their home agency ensuring those in need receive the specific type of service their unique situation requires.

The Caritas of Austin BSS+C Admin Team serve as the conduit for all things BSS+C. This team handles daily communication to/with the partners, monitor the budget and progress on service goals, and prepares all required reporting for funders, meets with partner agencies to do twice yearly pre-monitoring visits, prepares the materials for and oversees most of the BSS+C meetings, processes all client check requests — rough 350-400 monthly, maintains the BSS+C website, designs and produces BSS+C collateral material, and more.

The Executive Directors of each partner agency meet every other month. The sitting chair oversees the meetings which are two hours in length and typically held at the agency of the sitting chair. The chair and co-chair rotate in October of each year. The purpose of the meetings are to get an update on financials, analysis of spending trend, progress on meeting goals, vote on action items and an opportunity to discuss issues in the community which impact homeless prevention and homeless services. Partner agency program managers meet monthly with the Caritas of Austin BSS+C Admin team. The purposes of these meetings are to educate, and have an opportunity for open dialogue regarding successes, challenges and improvements for the BSS+C program. Partner agency case managers meet from time-to-time (these are less formal meetings) so there can be discussion around client and housing issues. The BSS+C utilize formal written policies and procedures as a foundation in operating the collaborative.

Community Planning Activities

Caritas is highly involved in community planning activities through its participation on boards, advisors and participants in committees such as:

- ECHO (Continuum of Care): Rapid Rehousing, homelessness prevention, and coordinated assessment
- Disability Rights Texas Board Membership: protection for individuals with disabilities
- Austin Energy Consumer Committees: plan discounts and payment plans for low-income
- CAN (Community Advancement Network): leverages resources to help the community
- Austin/Travis County Reentry Roundtable: advocacy for inmates/former inmates
- Downtown Austin Alliance: planning citizen safety, helps the homeless, social services
- Rosewood Choice Initiative & Restore Rundberg: planning for East Austin housing
- JSC School & Family Work Group: plan to create stable communities for students
- Texas Homeless Network: work to support groups who prevent and end homelessness
- Austin Tenants Council: works to advocate on behalf of low-income clients
- Texas Rio Grande Legal Aid: Provides free legal services to low-income residents
# Program Performance Measures

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## Outputs

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## Outcomes

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* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods

Created: 4/24/2015 1:45:00 PM   Last Modified, If Applicable: 4/24/2015 3:49:00 PM
City of Austin Health and Human Services
Social Service Contracts
Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

➢ Eligibility requirements for clients served under grant contracts will be determined by the grantor.
➢ Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  • Annual certification of client eligibility
  • Services provided to client
➢ Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
➢ Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
➢ Homeless clients:
  • If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  • Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
➢ Other Client populations:
  • Clients in programs serving victims of violence are not subject to residency or income requirements
  • Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
➢ Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

➢ Client must provide proof of identity in order to receive City-funded services, documented by:
  • A government–issued identification; or
  • A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

➢ City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  • Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  • Residency eligibility must be verified by one or more of the following sources:
    ▪ Austin GIS Jurisdictions Web Map (http://www.austintexas.gov/gis/JurisdictionsWebMap/)
    ▪ Travis County Appraisal District website (http://www.traviscad.org)
City of Austin Health and Human Services
Social Service Contracts
Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

**INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child’s support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)’s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

1. **Included Income:**
   - (A) Temporary Assistance for Needy Families (TANF);
   - (B) Money, wages and salaries before any deductions;
   - (C) Net receipts from non-farm or farm self-employment (receipts from a person’s own business or from an owned or rented farm after deductions for business or farm expenses);
   - (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
   - (E) Railroad retirement;
   - (F) Unemployment compensation;
   - (G) Strike benefits from union funds;
   - (H) Worker's compensation;
   - (I) Training stipends;
   - (J) Alimony;
   - (K) Military family allotments;
   - (L) Private pensions;
   - (M) Government employee pensions (including military retirement pay);
   - (N) Regular insurance or annuity payments; and
   - (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

2. **Excluded Income:**
   - (A) Capital gains; any assets drawn down as withdrawals from a bank;
   - (B) The sale of property, a house, or a car;
   - (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
City of Austin Health and Human Services
Social Service Contracts
Client Eligibility Requirements

(D) Tax refunds, gifts, loans, and lump-sum inheritances;
(E) One-time insurance payments or compensation for injury;
(F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other
employee fringe benefits;
(G) Food or housing received in lieu of wages;
(H) The value of food and fuel produced and consumed on farms;
(I) The imputed value of rent from owner-occupied non-farm or farm housing;
(J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
(K) Housing assistance and combat zone pay to the military;
(L) Veterans (VA) Disability Payments;
(M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA
  Education Benefits (GI Bill); and
(N) Child support payments.

>
Client income amounts must reflect Gross Income, before any deductions.

> If any adult family member has no income, a Self-Declaration of No Income form is required for that individual.

> Income documentation requirement:

  - Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities,
    arrears, child care, tuition, occupational training): the client file must include primary eligibility sources;
    declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not
    adequate documentation of eligibility

  - Programs which do not provide financial assistance to or on behalf of clients: the client file must include
    primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification
must be referred to the contractor’s City contract manager. The City has final authority to declare an
individual eligible or not eligible for City-funded services based on the criteria in this document.
## Program Budget and Narrative

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<tr>
<th></th>
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<td><strong>Salary plus Benefits</strong></td>
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### Detailed Budget Narrative

**Salaries plus Benefits**  
12.86 FTEs: Direct service, 5.5 FTE case managers, 1.0 Landlord Outreach Specialist. Admin: 6.36 FTEs: Program Manager and Coordinator, Support Specialist, Training Position, Data Quality Controller, Accounting Manager, 2 Accounting Assistants, Grants and Contracts Manager, Housing Director, CFO, HR Manager/Sr Accountant, IT Support. Fringe rate is 22%.

**General Op Expenses**  
Audit, insurance, travel/mileage inside Travis County, IT Hardware and Software, HMIS user licenses and Advanced Reporting Tool (ART) viewer and Ad Hoc licenses, supplies, utilities, maintenance and repairs, printing, payroll process fees, janitorial, security, pest control, printing, reproduction, telephone/internet and overhead expenses.

**Program Subcontractors**  
17.12 FTE Case Managers, in general $5,000 per FTE GOE, travel inside of Austin/Travis County, HMIS user and ART viewer licenses. Others include supervisory time, local travel, audit, insurance, and other overhead expenses.

**Staff Travel**  
For lead agency to attend Texas Homeless Network conference, HMIS and ART training, or other conference/training directly related to the program.

**Conferences**  
For lead agency to attend Texas Homeless Network conference, HMIS and ART training, or other conference/training directly related to the program.

**Food and Beverage**  
Rent, mortgage and utility assistance past due and current, deposits, etc.

**Financial Assistance**  
Household, furniture, ID, medical, moving, application fees, basic household necessities, food, transportation, employment, small home repairs, moving costs, and other types of assistance as needed.

**Other Assistance**  

### Capital Outlay

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Last Modified, If Applicable 5/29/2015 11:22:00 AM

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Exhibit B.1 - Program Budget and Narrative  
Page 1 of 1
Program Subcontractors

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**Subcontractor's Information**

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AIDS Services of Austin

**Unduplicated Count**

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**Amount**

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**Length of Term**

**Start Date** 10/1/2015

**End Date** 9/30/2018

**Services to be subcontracted**
Case management, general operating expenses
### Program Subcontractors

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### Subcontractor's Information

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### Services to be subcontracted

Case management, general operating expenses
Caritas of Austin

Program Subcontractors

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Subcontractor's Information

Name
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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
Program Subcontractors

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Subcontractor's Information

Name
Catholic Charities of Central Texas

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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses

Created: 4/24/2015 2:49:00 PM  Last Modified, If Applicable: 4/28/2015 10:18:00 AM
Program Subcontractors

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Subcontractor's Information

Name
Family Eldercare

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Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
Program Subcontractors

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Subcontractor's Information

Name
Foundation for the Homeless

Unduplicated Count

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Amount

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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
Program Subcontractors

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Subcontractor's Information

Name
Front Steps

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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
Program Subcontractors

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Subcontractor's Information

Name
Goodwill Industries of Central Texas

Unduplicated Count
344 344 344 750

Amount
$96,068.00  $96,068.00  $96,068.00  $288,204.00

Length of Term
Start Date  10/1/2015
End Date    9/30/2018

Services to be subcontracted
Case management, general operating expenses
Caritas of Austin

Program Subcontractors

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Subcontractor's Information

Name
Meals on Wheels and More

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Length of Term
Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
Program Subcontractors

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Subcontractor's Information

Name
SafePlace

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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
### Program Subcontractors

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### Subcontractor's Information

**Name**
The Salvation Army

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### Length of Term

| Start Date | 10/1/2015 |
| End Date   | 9/30/2018 |

### Services to be subcontracted

Case management, general operating expenses. TSA only requests direct client assistance.
Program Subcontractors

<table>
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<th>Contract Term</th>
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Subcontractor's Information

Name
The Wright House Wellness Center

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Length of Term

Start Date 10/1/2015
End Date 9/30/2018

Services to be subcontracted
Case management, general operating expenses
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for
addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any Inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of June 2015

CONTRACTOR
Authorized Signature
Title

Caritas of Austin
Executive Director
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.
Mid-Month Reimbursement Option for Direct Financial Assistance

**Background**
Best Single Source Plus (BSS+) is a large collaboration program with thirteen partnering agencies. One of the primary services offered to program participants is direct financial assistance for rent, utilities, mortgage, utility arrears, rental/mortgage arrears, moving costs, motel stays and other financial supports for preventing homelessness and rapidly re-housing individuals and families who have fallen into homelessness.

The City of Austin’s HHSD awarded a 37-month contract to Caritas for BSS+ Collaboration with an annual budget of $3,330,907, and a total budget of $9,992,721. Of the annual budget, $1,834,814 (or 55%) is allotted for direct financial assistance. Caritas is the lead fiscal and administrative agent for the BSS+ Collaboration and is solely responsible for issuing checks totaling hundreds of thousands of dollars every month. Caritas has requested an option for faster reimbursement of the large amount of direct financial assistance expended each month. HHSD has agreed to pilot a mid-month reimbursement option for direct financial assistance expenditures for the BSS+ Collaboration program.

**Process**
The following process is patterned after the existing monthly payment request process for HHSD’s social service contracts, found in Amendment No. 4 of Caritas’ BSS+ contract. The following process does not replace any existing procedures; instead, this mid-month process is in addition to current procedures for monthly payment requests.

All direct financial assistance checks issued on behalf of participants enrolled in the BSS+ Collaboration program dated the 1st of the month through the 20th of the month are eligible for inclusion in a mid-month reimbursement request. **Only direct financial assistance expenditures are eligible for mid-month reimbursement.** The payment request and expenditure report may be submitted to the City’s Contract Manager beginning the 21st of the month and no later than the final day of that same month. Payment to the Contractor shall be due thirty (30) calendar days following receipt by City’s Contract Manager of Contractor’s fully and accurately completed “Payment Request” and “Expenditure Report”, using the forms shown at [https://www.ctkodm.com/austin/](https://www.ctkodm.com/austin/). The Contractor shall use the Mid Month BSS+ Collaboration program name when creating and submitting forms at [https://www.ctkodm.com/austin/](https://www.ctkodm.com/austin/).

Caritas must provide the City with supporting documentation for each mid-month payment request including, but not limited to, a check ledger from Caritas' financial management system. This documentation should be uploaded into the expenditure report, as is currently the practice.

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.

The City reserves the right to cancel this program at any time provided thirty (30) days written notice to Caritas.
Amendment No. 8
to
Agreement No. 9100 NG150000018
for
Social Services
between
CARITAS OF AUSTIN
and the
CITY OF AUSTIN
(Best Single Source Plus Collaborative)

1.0 The Cty of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is Three Million Seven Hundred Two Thousand Two Hundred Sixty Eight dollars ($3,702,268). The total Agreement amount is recapped below:

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<td>$3,702,268</td>
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3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures. (Revised 5/15/2019)**
Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 5/15/2019]

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new Exhibit B.2 -- Program Subgrantees. [Revised 5/15/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed $3,702,268 (Three Million Seven Hundred Two Thousand Two Hundred Sixty Eight dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: [Signature]

CARITAS OF AUSTIN
Jo Kathryn Quinn, President & Chief Executive Officer
611 Neches
Austin, TX 78701

Date: 8.26.19

CITY OF AUSTIN

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: __________________________
Amendment No. 6
to
Agreement No. 9100 NG150000019
for
Social Services
between
CARITAS OF AUSTIN
and the
CITY OF AUSTIN
(Behavioral Health Services- BHS)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is Two Hundred Thirty Eight Thousand Three Hundred Sixty Eight dollars ($238,368). The total Agreement amount is recapped below:

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<td>Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)</td>
<td>$ 238,368</td>
<td>$ 936,616</td>
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<td>Amendment No. 5: Modify Program Work Statement Exhibit</td>
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<td>Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)</td>
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3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 -- Program Work Statement. [Revised 5/28/2019]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 5/7/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 5/7/2019]
4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed $238,368 (Two Hundred Thirty Eight Thousand Three Hundred Sixty Eight dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:

CARITAS OF AUSTIN
Jo Kathryn Quinn, President & Chief Executive Officer
611 Neches
Austin, TX 78701
Date: 8.26.19

**CITY OF AUSTIN**

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767
Date: ______________________________
## BSS Plus Expenses (CARITAS ONLY)
### DCA Only

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<td>Total EXPENDITURES</td>
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<td><strong>200,589</strong></td>
<td><strong>172,182</strong></td>
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Through the partnership of 12 agencies, the Best Single Source Plus (BSS+) collaboration acts as our city’s first line of defense for families who are in crisis and at risk of homelessness. BSS+ combines flexible monetary resources and highly skilled social work professionals to ensure that Austinites remain stable and thriving in our community.

HOMELINESS SOLUTIONS THAT USE RESOURCES WISELY

MEASURING VALUE AND SAVINGS IN RECENT YEARS

By providing financial and social services assistance directly to individuals and families facing or experiencing homelessness — and doing so in a collaborative, prioritized manner — the BSS+ program uses public dollars effectively.

- Average Top 500 High-Cost Individuals Experiencing Homelessness
- Average Individual Experiencing Homelessness
- Average BSS+ Client

Recent data indicate that the BSS+ program saves the City of Austin about $82 million* a year, compared to national average costs to serve a comparable population of 2,900 clients.

\[\text{Savings} = (40,000 - 11,461) \times 2,900 = 82.8 \text{ million}\]

More specifically, the BSS+ program saves the Greater Austin/Travis County more than $28,500* per client served on average each year.

\[\text{Savings per Client} = 40,000 - 11,461 = 28,500\]

AVERAGE ANNUAL COST PER INDIVIDUAL WITH BSS+

Compared to the 500 highest-cost users of public assistance in Travis County, savings increase dramatically. By providing case management and transitioning the highest-cost individuals out of homelessness, BSS+ saves more than $83,500* annually per client.

\[\text{Savings per Client} = 95,000 - 11,461 = 83,500\]

REFERENCES

Through the partnership of 12 agencies, the Best Single Source Plus (BSS+) collaboration acts as our city’s first line of defense for families who are in crisis and at risk of homelessness. BSS+ combines flexible monetary resources and highly skilled social work professionals to ensure that Austinites remain stable and thriving in our community.

HOMELINESS SOLUTIONS THAT WORK

MEASURING RESULTS IN RECENT YEARS

BSS+ partners provide a range of services to prevent or provide rapid rehousing for individuals and families facing or experiencing homelessness. While partner agencies provide a range of wraparound services to support overall wellbeing, the primary goal of BSS+ is to provide access to sustainable housing.

As part of its ongoing evaluation of services, BSS+ recently reviewed results of its programs over a two-year period ending Sept. 30, 2017.

Results indicated that 94 percent of individuals and families served through the BSS+ program over a two-year period ending Sept. 30, 2017, remained housed.

Although the program is not required to measure returns to homelessness, BSS+ considers this a key measure of success for BSS+ and the people it serves.

NUMBER OF CLIENTS EXITING TO PERMANENT HOUSING

The Coordinated Entry System, used by most BSS+ service providers, centralizes client data and helps match individuals and families experiencing homelessness with the agency best suited to their unique needs. The system is used to prioritize services for the clients facing the greatest and most urgent risks associated with homelessness.

In 2017, BSS+ increased its focus on rapid rehousing, prioritizing increased enrollments for clients experiencing homelessness. Rapid rehousing services require more intensive case management, in turn decreasing the number of clients served over a comparable timeframe. The period during which clients could access BSS+ services increased from 12 months to 24 months, and financial assistance caps for clients were increased to further support the intensive needs of rapid rehousing households.
OUTCOMES EXCEEDING CITY OF AUSTIN GOALS

Outcomes for both Homelessness Prevention and Rapid Rehousing exceeded City of Austin goals in 2018. Of 288 households in Rapid Rehousing programs, 231 were considered stably housed at exit. In Homelessness Prevention programs, 385 of 460 participating households exited the programs stably housed.

EXAMPLES OF CLIENTS’ SUCCESSES

Layla had made progress toward an improved life for her and her small children before a car accident led to a job loss and numerous setbacks. BSS+ funds helped her cover rent, avoid eviction and get back on track to full-time employment. (LifeWorks)

Ashley, a mother of five, was already straining to manage her family’s overall needs and her 15-year-old son’s cancer treatments when mold was discovered in their home. BSS+ arranged for mold removal so the family could focus on recovery and wellbeing. (Any Baby Can)

After illness and injury left him in a wheelchair and partially blind, John connected with BSS+. He now has a home, a part-time job, a rekindled love for cooking and a renewed food handler’s license. He is building family relationships, training for the Paralympics and planning for the future. (Caritas of Austin)

BSS+ PARTNERS

OUTCOMES EXCEEDING CITY OF AUSTIN GOALS

HOUSEHOLDS EXITING PROGRAMS TO STABLE HOUSING IN 2018

*Homelessness Prevention*

*Rapid Rehousing*
Through the partnership of 12 agencies, the Best Single Source Plus (BSS+) collaboration acts as our city’s first line of defense for families who are in crisis and at risk of homelessness. BSS+ combines flexible monetary resources and highly skilled social work professionals to ensure that Austinites remain stable and thriving in our community.

**EFFICIENCY FOR ALL**
The term ‘Best Single Source’ comes from the program’s goal to make housing services easily accessible, efficient and effective, eliminating duplicated services and barriers to people receiving support.

**FAMILIES**
When experiencing a housing crisis, families will be served by the best single agency to meet their needs, rather than receiving assistance from multiple sources.

**SERVICE PROVIDERS**
Families can create a better sense of wellbeing and stability with flexible BSS+ funds that can be allocated to their unique needs.

**OUR COMMUNITY**
Twelve of Austin’s leading nonprofits commit to meet the largest needs of the community by working together to provide complementary services.

**BEFORE BSS+ PROGRAM**
Prior to BSS+, a partner agency like Meals on Wheels may have been addressing food insecurity with a client but was not able to provide comprehensive housing and financial assistance if a housing crisis occurred. Clients spent a great deal of time searching for other community resources to address the housing crisis and often disengaged with the original agency to focus on the crisis.

**WITH BSS+ PROGRAM**
A client enrolled in a Meals on Wheels program may be receiving case management and daily meals in their home.

If a case manager finds the client in a financial crisis that could cause them to become homeless, they can use BSS+ funds to pay for things like rent, utilities, and minor home repairs so the family remains stable in housing.

The client remains stably housed and engaged with their case manager in original program.
46% of renters in Austin & Travis County live in cost-burdened housing

2,147 people counted homeless in Austin/Travis County on January 28, 2018

$222K average annual cost for the top 250 high-cost homeless users of public crisis services in Travis County

1,362 households received professional support and financial assistance in 2017

$1,501.67 is average cost of homeless prevention services per family through BSS+

23 social work professionals are supported through BSS+ funds, with an additional 50 staff supported through private funding

3 out of 4 families achieved a permanent place to call home through the support of BSS+

Within the last five years, less than 10% of families have returned to BSS+ for additional services

BSS+ PARTNERS

WWW.BESTSINGLESOURCEPLUS.ORG
March 22, 2019

Mayor Steve Adler
P.O. Box 1088
Austin, Texas 78767

Dear Mayor Adler:

The Best Single Source Plus (BSS+) collaborative, led by Caritas of Austin and comprising 12 service providers in Austin, appreciates and commends the commitment the Austin City Council has made to address the growing homelessness challenge in our community.

We appreciate that the City of Austin contributed to the establishment of this collaboration and has funded our work since its founding in 2005. BSS+ has always been committed to adopting evidence-based practices and has led the community on this front. Constant improvement in BSS+ efficacy is our top priority. The resources and oversight you have provided in recent years have helped our agencies coordinate, collaborate and prioritize services, and address each client’s unique needs more effectively.

The most recent Homelessness Assistance audit, which focused on outcomes of the City’s efforts thus far, has raised some valid concerns, including the need for more resources, more accessible housing and more case management services to connect people with the greatest needs with appropriate services and stable housing.

Following are some steps the BSS+ collaborative has taken to address some of these key areas, as well as some recommendations so we can continue making positive impacts in our shared efforts to reduce and end homelessness.

- **Measuring performance:** Stable housing exits for households served by BSS+ programs exceeded City of Austin contract goals in 2018. Specifically, 83.7 percent of households in Homelessness Prevention programs and 80.2 percent of households served by Rapid Rehousing programs exited to stable housing.

(MORE)
To achieve these successes, collaborative members have realigned priorities, increasing our focus on rapid rehousing for clients experiencing homelessness. Rapid rehousing services require more intensive case management, longer client engagement, and more resources for participating households. In turn, these factors have resulted in a decrease in the total number of people served annually, but have supported improved outcomes for participants.

- **Measuring long-term success**: During a two-year period ending Sept. 30, 2017, BSS+ data indicate that 94 percent of individuals and families who accessed housing through the program remained housed. Although we are not required to measure these returns to homelessness, this is a key measure of success for our programs and the clients we serve.

- **Homelessness prevention**: The audit is correct that current assessments for homelessness prevention services are not always effective in identifying clients who are at the highest risk of becoming homeless. As the City refines its focus on preventing homelessness, the collaborative also is learning more and adapting these assessment tools to better target this population. At the beginning of the current fiscal year, BSS+ began a pilot initiative to adjust screening criteria to focus more on factors that are known to indicate a higher likelihood of becoming homeless, such as households that fall at or below the Federal poverty level, youth exiting foster care, and adults who have experienced homelessness previously.

- **Case management**: We strongly agree that effective case management is a critical component to ending homelessness, and research continues to support that assertion. With additional funding for case management services, BSS+ providers could serve more people and continue to build on our evidence-based approach to this critical issue in our community.

Again, we deeply appreciate the support and commitment City leadership has demonstrated, and we remain committed as your partners in solving the homelessness challenge in our community. We want to discuss these issues in greater detail, and will be in touch soon to schedule an in-person meeting with you. Additionally, we are enclosing four publications that offer more information about the collaborative and recent updates.

Sincerely,

Jo Kathryn Quinn, President and CEO
Caritas of Austin
Lead and Fiscal Agent for Best Single Source Plus

ENCLOSURES
RENTAL ASSISTANCE AVAILABILITY FROM THE CITY OF AUSTIN
March 25, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE:  TDHCA Application No. 20040 – Espero Austin at Rutland  
TDHCA Application No. 20041 – Espero Austin at W. 24th

Dear Ms. Holloway:

This letter serves to document existing funding sources for voucher subsidies to support projects that will receive TDHCA funding through the Low-Income Housing Tax Credit Program. Austin Housing Finance Corporation (AHFC), which is an instrumentality of the City of Austin, utilizes both Federal and local funding to increase affordable housing opportunities in the City of Austin. AHFC’s portfolio of rental assistance contracts includes a Tenant Based Rental Assistance (TBRA) contract for $624,954. This contract is administered by the Housing Authority of the City of Austin (HACA) and provides direct rental subsidies and security deposits for 68 households that are experiencing homelessness. The program is funded by the City of Austin’s HOME Investment Partnerships Program allocation.

The TBRA contract is predicated on a Memorandum of Understanding between HACA and ECHO (Ending Community Homelessness Coalition). As the City’s local Continuum of Care, ECHO provides direct referrals to HACA from their Coordinated Entry System. The Coordinated Entry System is a single point of entry for people experiencing homelessness to access vital community resources. The Coordinated Entry system is a collaboration amongst CoC service providers, including Caritas of Austin. Through the Coordinated Entry System, Caritas of Austin identifies eligible individuals and households, screens for eligibility based on HUD criteria, and identifies appropriate support services to ensure housing stability and long-term success. Both Espero Austin at Rutland and Espero Austin at W. 24th will have 100% of the units targeted for persons experiencing homelessness through the Coordinated Entry System and, therefore, we expect many of the units could be covered by this TBRA contract.

The City of Austin is committed to compliance with the Americans with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.
This rental assistance is an integral part of the Continuum of Care’s coordinated effort to address homelessness in Austin. Espero Austin at Rutland and Espero Austin at W. 24th will provide 222 units of high-quality, deeply affordable and intensely supportive housing toward this community effort. By ensuring coordination amongst the service providers, including Caritas of Austin, ECHO is able to connect people experiencing homelessness with housing and support services through the Coordinated Entry system. All of the data, including both intake and longitudinal placement and stability, are recorded through the Continuum of Care’s HMIS system.

In addition to the TBRA contract, AHFC has a direct contract with ECHO for $950,000 for the Low-Barrier Permanent Supportive Housing Voucher Program. Funded through the City’s Housing Trust Fund proceeds, this program provides ECHO will a local, flexible voucher subsidy for people experiencing homelessness in need of rental assistance. Similar to the TBRA program, all of the clients will be referred via the Coordinated Entry System, of which Caritas of Austin is a lead contributor. Due to the target population of Espero Austin at Rutland and Espero Austin at W. 24th, it is expected that units at the property will be eligible to receive subsidy from this voucher program as well.

The City of Austin is fortunate to have both Federal and local funding dedicated to rental assistance for those most in need. Should these developments be awarded tax credits in the 2020 round, AHFC will submit a Recommendation for Board Action to the AHFC Board of Directors to fund vouchers in support of these developments. The Austin Housing Finance Corporation is supportive of Caritas of Austin’s proposed projects – Espero Austin at Rutland and Espero Austin at W. 24th – and look forward to working together on utilizing both of these rental assistance contracts for the targeted units at the properties when the projects are ultimately placed in service.

Please do not hesitate to reach out with any questions.

Sincerely,

Rosie Truelove
Director
VOUCHER STATUS FROM
HOUSING AUTHORITY OF THE CITY OF
AUSTIN
HOUSING AUTHORITY OF TRAVIS
COUNTY
March 23, 2020

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application No. 20040 – Espero Austin at Rutland
TDHCA Application No. 20041 – Espero Austin at W. 24th

Dear Ms. Holloway:

Please accept this letter as confirmation that Jo Kathryn Quinn, President and CEO of Caritas of Austin, has approached the Housing Authority of the City of Austin for project-based rental vouchers for both of Caritas’ proposed projects – Espero Austin at Rutland and Espero Austin at W. 24th.

HACA supports the efforts of Caritas of Austin to develop more units of Supportive Housing in our community, particularly Caritas’ plan to target people experiencing homelessness. We currently do not have any available vouchers to commit given the timing of the projects are still over 18 months away. All of our existing voucher capacity is currently committed. However, once the tax credit awards are made and the projects are moving forward, HACA will conduct a public competitive process to award vouchers for projects.

We look forward to working with Caritas of Austin on their proposed projects and make ourselves available should TDHCA have any further questions about our voucher capacity. I can be reached at 512-767-7675 or by email at lisag@hacanet.org.

Sincerely,

Lisa Garcia
Vice President of Assisted Housing
Housing Authority of Travis County
502 East Highland Mall Boulevard
Suite 106-B
Austin, Texas 78752

MEMORANDUM FOR RECORD

RE:  TDHCA Application No. 20040 – Espero Austin at Rutland
     TDHCA Application No. 20041 – Espero Austin at W. 24th

Dear Ms. Holloway:

Please accept this letter as confirmation that Jo Kathryn Quinn, President and CEO of Caritas of Austin, has approached the Housing Authority of Travis County for project-based rental vouchers for both of Caritas’ proposed projects – Espero Austin at Rutland and Espero Austin at W. 24th.

HATC supports the efforts of Caritas of Austin to develop more units of Supportive Housing in our community, particularly Caritas’ plan to target people experiencing homelessness. We currently do not have any available vouchers to commit given the timing of the projects are still over 18 months away. All of our existing voucher capacity is currently committed. However, once the tax credit awards are made and the projects are moving forward HATC will conduct a public competitive process to award vouchers for projects.

We look forward to working with Caritas of Austin on their proposed projects and make ourselves available should TDHCA have any further questions about our voucher capacity. I can be reached at 512-854-1885 or at Patrick.b.howard@traviscountytx.gov.

Very Respectfully,

________________________________________________________
Patrick B. Howard, CEO/Executive Director
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Jo Kathryn Quinn  
Espero Austin at W. 24th, LP  
P.O. Box 1947  
Austin, Texas 78767

RE: APPLICATION STATUS FOR 20040 ESPERO AUSTIN AT RUTLAND AND 200411 ESPERO AUSTIN AT W. 24TH, AUSTIN

Dear Ms. Quinn:

TDHCA sent you a deficiency notice on March 18, 2020, requesting you provide an explanation of how your above-noted applications satisfied the requirements of 10 TAC §11.1(d)(122) related to the definition of Supportive Housing. In your response you indicated:

While we would have liked to provide a singular voucher and/or subsidy commitment for each project to meet the 25% requirement, that reality simply does not exist in our community. Our local Housing Authorities do not have an open voucher commitment dedicated to persons experiencing homelessness like other Texas Communities and have many less vouchers in total. Every voucher or operational subsidy available in our community is already being used and it is unrealistic to assume an agency would forward commit existing vouchers or operational subsidies to a project that is at least two years from opening its doors.

The definition of Supportive Housing selected by the Applicant (10 TAC §11.1(d)(122)(E)(ii)) is new to the 2020 round, and contains the phrase "must also be supported by project-based rental or operating subsidies for a minimum of 25% of all Units . . . " It is staff's interpretation of this definition that applications utilizing this subsection’s definition must demonstrate at full application a commitment of project-based rental assistance for 25% of the units from an external entity that is capable of committing project-based rental assistance for those units, or, alternatively, that such an external authority has committed its housing funding as an operating subsidy pledge to the development. Staff does not interpret the rule to allow an applicant or affiliate to propose a Supportive Housing development under the new definition that allows for debt, and also be the source of the "operating subsidy" by a pledge of future funding.

Since the Development does not meet the definition of Supportive Housing, the Target Population must be changed to either Elderly or general. The Development does not meet threshold requirements to be
considered Elderly or general, and accordingly the Application is terminated, pending your right to appeal. As this “with debt” option for defining Supportive Housing is a new rule, and this is the first opportunity for the Board to interpret its rule, it is the prudent course for staff to more strictly apply the definition and allow the Executive Director and Board to provide its input should you choose to appeal.

An appeal process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in 10 TAC §11.902 of the 2020 QAP. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2020 QAP for full instructions on the appeals process.

If you have any questions or concerns, please contact me at 512-475-1676 or by email at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director, Multifamily Finance
April 13, 2020

Via Email: bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

RE: Appeal of Terminations; TDHCA File Nos. 20040 and 20041;
   Our File No. 52049.1

Dear Mr. Wilkinson:

This law firm represents Espero Austin at Rutland, LP and Espero Austin at W. 24th, LP (collectively, the “Applicants”), and I have been requested by Jo Kathryn Quinn, President and CEO of Caritas of Austin, Inc. (“Caritas”), to appeal the terminations of the respective Applications filed by Applicants for their projects, Espero Austin at Rutland and Espero Austin at W. 24th (collectively, the “Projects”).

The Applications for these Projects were terminated on the basis that the Applicants failed to satisfy the definition of Supportive Housing under 10 TAC §11.1(d)(122)(E)(ii) (the “Regulation”). In Marni Holloway’s letter dated April 6, 2020, to Applicants terminating their Applications, she states that the staff’s interpretation of the definition contained in the Regulation requires an applicant to have an “external authority” committed to funding an operating subsidy to the development. She further states, “Staff does not interpret the rule to allow an applicant or affiliate to propose a Supportive Housing development under the new definition that allows for debt, and also be the source of the ‘operating subsidy’ by a pledge of future funding.”

The entire text of the Regulation is as follows:

(ii) financed with debt that meets feasibility requirements under Subchapter D of this chapter without exemptions and must also be supported by project-based rental or operating subsidies for all Units, and meet all of the criteria in subclauses (I) - (VIII) of this clause. [Note: The Board approved on January 16, 2020 a waiver effectively reducing the requirement from all Units to a minimum of 25% of all Units.]

One reason why I disagree with Ms. Holloway’s and staff’s interpretation of the Regulation is that nowhere in the plain language of the Regulation does it state that an “external authority” cannot be an affiliate of the applicant. This is the situation we have in this instance. When the Applications were filed, Jennifer Hicks, the consultant for Applicants, submitted an Operating Subsidy Agreement from Caritas. Caritas is an “Affiliate” under the applicable definition in the
2020 Qualified Allocation Plan (the “QAP”). As an aside, the Operating Subsidy Agreement complies with Texas Government Code §2306.6705(4). I am unable to appreciate the basis for the termination of the Applications when the reason cited is that the Supportive Housing selected by Applicants fails to meet the definition set out in the Regulation. It appears staff has added an additional requirement to the Regulation clearly not in the Regulation. If neither the Regulation nor any of the remaining portions of 10 TAC §11.1(d)(122) mention “external authority,” then it cannot be that an interpretation of the Regulations includes an additional condition that the “operating subsidy” must be provided by a source other than an Affiliate. Such an interpretation is clearly outside the plain language of the Regulation.

The Regulation is a new regulation which permits hard debt on a Supportive Housing project and it is understandable that a new regulation is subject to multiple interpretations. As Ms. Holloway says in her letter, “this is the first opportunity for the Board to interpret its rule, it is prudent course for staff to more strictly apply the definition and allow the Executive Director and Board to provide its input should you choose to appeal.” A strict application of a rule is one thing, but not when the interpretation is based on language not contained anywhere in the text. That is not a strict interpretation but instead is a misinterpretation, albeit innocently made.

Another reason I take issue with staff’s interpretation is that Supportive Housing projects without hard debt financing almost always includes a sponsor loan made up of charitable contributions, other fundraising opportunities and various forms of governmental funding assistance via the sponsor. Numerous Supportive Housing projects funded through both the 9% and 4% program have included an “Operating Subsidy Agreement” in very near the same form as the Operating Subsidy Agreement submitted with the Projects. In the instances before us, it seems illogical and contrary to common sense that because TDHCA now permits Supportive Housing projects to have hard debt that a sponsor can no longer provide funds to satisfy the “operating subsidy” requirement. Why would there be a distinction? In past Supportive Housing projects, nonprofit Sponsors, similar to Caritas, arranged and funded the capital, along with the sale of the tax credits, to finance the development, construction and operations of those projects. Again, why a distinction? And how were the Applicants or their consultant to know that staff would deem such Operating Subsidy Agreement unacceptable when the very definition of Supportive Housing incorporates a Nonprofit Sponsor that is “on the hook” for not only the capital funding gap, but more significantly the operations and supportive services critical to the success of these types of projects.

One other reason why it is my opinion that staff has misinterpreted the Regulation is because the Regulation states that it is only if the hard debt is either “not sourced by federal funds or is not provided by an Affiliate and originally sourced from charitable contributions or pass-through local government non-federal funds,” that the applicant must then satisfy that the project will be supported either by “project-based rental or operating subsidies for 25% of the Units.” The Regulation clearly permits the hard debt funds to come from an Affiliate if those funds were originally “sourced from charitable contributions or pass-through local government non-federal funds.” It does not make sense for Regulations to require an “external authority” to provide the “operating subsidy” and not an Affiliate when the Affiliate is permitted to make a hard debt loan to the applicant directly. I do not understand why there is a distinction being made by staff between
an Affiliate making a hard debt loan directly but it not being permitted to provide an “operating subsidy” for 25% of the Units.

There has been great time and care put into the crafting of the Supportive Housing definition in the QAP in order to preserve the set-aside for mission-driven projects led by strong non-profit sponsors that will truly serve the target population intended. We implore staff to stand-by the strength of that definition and not terminate two applications that literally meet every single clause. In the case of these Applications, the 100% member and manager of each of the respective General Partners is Caritas – a long-standing and respected nonprofit supportive housing provider in the City of Austin. This structure does not deviate from the structure of past funded Supportive Housing developments without hard debt financing who have been approved to commit to fund their projects’ operations through similar operating subsidy agreements.

At the November 7, 2019 meeting of the Board, staff presented their Reasoned Response to the 2020 Draft QAP including comments specifically made on the new hard debt provision added to the Supportive Housing definition. I want to bring attention to two important features of that response which the Applicants and I fully agree with – 1) Rental vouchers and operating subsidies are feasibility considerations – they are not threshold considerations. These two high-scoring projects in great locations with full local support are being terminated for a feasibility conclusion before they even had the chance to be reviewed by Underwriting staff. This contradicts the way all other affordable housing (including Supportive Housing) projects have been handled in past cycles. 2) The point made by staff that Supportive Housing projects do not have just a singular source of operating subsidy, but in fact a variety is the very nature as to why an Operating Subsidy Agreement was utilized for the projects. The Operating Subsidy Agreement was a way to project-base all of those varied subsidies to the specific project as required by the definition. Staff appeared to understand that process in the Reasoned Response, but this thought pattern was not recognized in the deficiency issued for the Project. The Reasoned Response language is as follows:

“In response to Commenters’ (17) and (32) objection to all Units needing to be supported by project-based rental or operating subsidies if the Supportive Housing Development is to carry permanent debt, staff believes that that assurance of this continued support is important to a feasibility conclusion. Proposed Supportive Housing Developments are not limited to a single source of rental subsidy or operating support; in fact, it is common that a Development access a number of different sources throughout its operations. Staff believes that the definition is sufficiently flexible to allow for more than one form of operating assistance.”

As far as these Projects being financially sound, it is important to make you aware of the partners unequivocally dedicated to these Projects’ success: Caritas – 100% member of both of the respective General Partners of the Applicants, co-Developer and Supportive Service Provider – is an established, non-profit supportive housing provider that has been an integral piece of the City of Austin’s social service fabric for 56 years. Their strength is proven not only in the success of their programs but in their fundraising capabilities – averaging $3,000,000 in private funds annually and $7,400,000 in governmental grants alone in 2018. Caritas has been strategically planning for the development of these Projects by launching a capital campaign – Vision 2025 – to intentionally expand their housing footprint. Caritas is devoted to one mission: ending
homelessness. In order to achieve that mission, a community must have deep-impact, high-quality affordable housing with wrap-around supportive services. In order to increase local capacity and begin to build out a pipeline of this focused housing, Caritas partnered with The Vecino Group. The Vecino Group is a national developer, owner, and asset manager of Supportive Housing projects across the country. They have developed over a 1,000 units of Supportive Housing — many of those projects structured exactly the same as these Projects — tax credit financed with hard debt and a nonprofit sponsor with an operating subsidy ensuring deep targeting. Please see attached letters as Exhibits A and B, respectively, from Caritas and The Vecino Group with further detail and explanation.

It should also be noted that these Projects are two of the highest scoring projects in this year’s tax credit program. Espero Austin at W. 24th is the highest scoring application and Espero Austin at Rutland is tied for the third highest (removing the 5 points for Readiness to Proceed that is based on location). Out of 138 applications, a #1 and #3 ranked application will be terminated based on an “interpretation.” Both of the Projects would be funded in the Region 7 Urban allocation if allowed to move forward.

Aside from the arguments made above, there are policy reasons for why these Applications should not be terminated. As you are well aware, the homeless population in the City of Austin is at a critical and historical level. These projects would provide 222 units of high-quality, supportive housing for homeless persons that otherwise will not exist. It is exactly public-private partnerships like the one proposed between Caritas, The Vecino Group, the City of Austin and TDHCA that can make truly transformational projects such as these a desperately-needed reality. It is unquestionable that the City of Austin has an acute need for additional Supportive Housing. These two Projects, would not only provide relief to this issue, but would establish a pipeline and evidence-based best practice to begin moving the needle in addressing homelessness in the City of Austin.

There is broad support for these Projects with letters from the following individuals sharing important supplemental details as to the strength and success of Caritas, the need for more Supportive Housing and the detriment of the termination:

State Senator Kirk Watson - Exhibit C
State Representative Gina Hinojosa – Exhibit D
Rosie Truelove, Director of City of Austin Neighborhood Housing and Community Development Department – Exhibit E
Stephanie Haycen, Director of Austin Public Health – Exhibit F
Matthew Mollica, Executive Director of ECHO – Exhibit G
Eric Samuels, President and CEO of Texas Homeless Network – Exhibit H
Debbie Thiele, Managing Director of Corporation for Supportive Housing – Exhibit I

To summarize, it is the position of Applicants that staff has misinterpreted the Regulation primarily on the basis that the Regulation nowhere states that it requires an “external authority” to fund an “operating subsidy”; there is precedence for mission-based Supportive Housing funded by TDHCA to have sponsors commit to funding both capital AND operations; an operating subsidy
is inherently a feasibility issue and not a threshold issue; these are two of the highest scoring applications in Texas that are being terminated before their merit can be realized; there are public policy reasons underlying the support for these Projects; and these Projects are strongly supported by Senator Watson, State Representative Hinojosa and key leaders in the City of Austin’s anchor affordable housing and supportive service agencies.

For the above reasons, I respectfully request your reinstatement of the Applications. If you determine the Applications should remain terminated, then please place this item on the next available Board’s agenda.

Very truly yours,

John C. Shackelford

JCS/klm

cc: Marni Holloway, Director of Multifamily Finance (via email)
    Sharon Gamble, Administrator, 9% Competitive Housing Tax Credit Program (via email)
    Beau Eccles, Esq. (via email)
    Jo Kathryn Quinn (via email)
    Richard Manzardo (via email)
    Jennifer Hicks (via email)
    Michelle Snedden (of the Firm)
    Kara Hargrove (of the Firm)
April 9, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs

221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TD-ICA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TCHCA #20041

Dear Mr. Wilkinson,

I respectfully implore you seriously consider granting our appeal filed for Espero Austin at Rutland and Espero Austin at W. 24th with regard to the 2020 9% Housing Tax Credit applications #20040 and #20041. The developments outlined in our applications will provide an unprecedented model of Supportive Housing in our region. Until now, our region has no: performed well to make deeply affordable housing accessible to people experiencing homelessness. These developments change that. Caritas of Austin (Caritas) has been operating Supportive Housing for 14 years and has developed our expertise which permanently ends homelessness for people who have spent years on the streets of our city. Granting our appeal will allow Caritas of Austin to permanently end homelessness for a combined 222 individuals in Austin while increasing our City’s capacity for employing evidence-based practices to effectively end homelessness in the aggregate by adding Caritas of Austin, a capable and strong non-profit housing partner, to the solution.

Our applications have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that is focused on the requirement of a Supportive Housing project to have either project-based vouchers or an operational subsidy on 25% of the units if it is to carry hard debt. Caritas of Austin met the intended simplicity of the newly added language by submitting an Operating Subsidy Agreement, committing ourselves to ensuring the subsidy through private fundraising if other local, state or federally sourced subsidies are not forthcoming. Furthermore, in our response to the deficiency, we provided substantial documentation of available sources of operational subsidy that will be tapped to not only subsidize 25% of the units, but a more aggressive goal of 100% being covered by some form of operational subsidy. Caritas of Austin has strong relationships with, and is a
long-time contractor with federal and city entities for operational subsidies for the homeless population.

I deeply appreciate TDHCA’s Supportive Housing definition which ensures only mission-driven projects, with a history of Supportive Housing provision and experience with the target population, are prioritized to receive funding under this set-aside. However, the QAP does not provide any further clarification or definition as to what is expected of an “operational subsidy.” For this subsidy to be sourced from a third party such as local, state or federal government entities, is not stated in the 2020 rules. This lack of clarity in the rules now threatens two of the highest scoring projects in the State and two projects in line to receive funding in Urban Region 7 (ranked #1 and #3). Additionally, I take exception to the staff’s implication in this decision that third-party funding/vouchers is more predictable or stable than funding from the private sector. Caritas of Austin self-funding the operational subsidy is significantly more stable and predictable than an outside source over which we have no control. As well, there are many philanthropists and charitable corporate partners who prioritize just these kinds of tangible projects which have clear concise outcomes. I have complete confidence in Caritas’ ability to raise these funds year over year.

Caritas of Austin builds wellbeing for people experiencing homelessness so they can reach their full potential. Caritas has been serving people experiencing poverty and homelessness in Austin since 1964. We have a stellar record of evolution with the needs of our community while remaining stubbornly focused on our mission. Through the years our organization has developed longstanding relationships with formidable philanthropists across the region and state. While, as stated above, we are grateful for our strong relationships with government entities; governmental levels of funding are never enough to meet the needs of our clients; and we must have the support of the private sector to maintain high-quality effective service and operations. Caritas is a local nonprofit with years of experience and success permanently ending homelessness for hundreds every year through Supportive Housing. We have a 98% success rate with people who have had extensive homeless experiences (chronic homeless) because our strategies are data-driven and our approach is comprehensive. Keeping people housed requires layers of support to build wellbeing; and Caritas has in-house programming for social supports, mental health, food access, education, job training, job placement and career development. These layers of support are anchored by the client and case manager partnership which is of utmost criticality; resulting in deep understanding and respect. Our high-quality reputation has resulted in the trust and investment of the philanthropic community in Austin and Central Texas.

I have been passionate about ending homelessness since 1979 when, as a young adult, I saw for the first time someone sleeping on the streets of New York. Now people are sleeping on the streets of every major and mid-sized city in Texas. A shared priority of the State of Texas and every major Texas City is to address homelessness. Caritas of Austin’s work is transformational and ends homelessness. I hope that we can leverage the valuable resource of housing tax credits and partner with the State of Texas on an indisputable solution – high-quality affordable housing that builds wellbeing so people can reach their full potential--projects like Espero Austin at W. 24th and Espero Austin at Rutland.

I look forward to your favorable determination to our appeal. If you have any questions, please do not hesitate to contact me at jkquinn@caritasofaustin.org or 512-466-7080.

Respectfully,

Jo Kathryn Quinn, President/CEO
Caritas of Austin
April 10, 2020

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: 9% HTC Application Deficiency Notice TDHCA
#20040-Espero Austin at Rutland
#20041-Espero Austin at W. 24th

Dear Executive Director Wilkinson,

This letter is a response to the staff decision to terminate the Espero Austin at Rutland (#20040) application and the Espero Austin at W. 24th (#20041) application. It is our strong belief that the applications meet the definition of Supportive Housing as outlined in the QAP, as well as satisfy the definition of Operating Subsidy located within the QAP. Respectfully, we ask that you consider the following evidence.

- In the termination letter, staff references the definition of Supportive Housing and sites the fact that developments must be supported by project-based rental or operating subsidies for a minimum of 25% of all units. The Espero applications have an operating subsidy agreement that meets this requirement. In terminating the application, staff overlooked the QAP provision that allows for an agreement securing the funds. This provision states “Such documentation shall, at a minimum, identify source and annual amount of the funds, the number of units receiving the funds, and the term and expiration date of the contract or other agreement.” The operating subsidy agreement provided in the Espero applications meets the requirement as outlined in the QAP. In the letter, staff references a portion of our response that is not germane to our attempt to satisfy this provision. The paragraph they quote is merely background information on why vouchers were not available and therefore not relevant to our adherence to the QAP.

- In addition, Staff, diverting completely from the QAP, made the determination that such operating subsidy must now be external and cannot come from Caritas. This seems especially arbitrary when you consider that capital funding commitments for the application do not need to be external. If this had been in the rules, we would have sought an exterior funding backstop. If the rules are changing post application deadline, shouldn’t we have an opportunity to change to an exterior subsidy? As you can see with our attachment, there are numerous ways we can achieve financial security.

- Vecino Group and Caritas chose to work with Jennifer Hicks in large part due to her 20 years experience developing Supportive Housing under the Texas QAP. Over those 20 years, Jennifer
has followed, and nearly memorized the QAP, and never had a terminated application. We believe, with her guidance, we clearly followed the QAP in this instance as well. She did a tremendous job helping put the pieces of this development together and the adherence to the QAP should be honored by TDHCA.

• The absence of project-based vouchers in the City of Austin is not a reason to terminate the application. Instead, it is a compelling reason to fund the Espero Austin projects into existence. A Supportive Housing development that creates a sustainable source of rental assistance and supportive service funding, despite a lack of currently available resources, is a best practice model of creating Supportive Housing in the face of limitations. The takeaway is that the Espero Austin projects will leverage new resources.

• Since 2011, the Vecino Group has developed 18 Supportive Housing communities in 7 states. Under the Supportive Housing portfolio at Vecino Group, 1,196 units have been funded, ending homelessness for 430 households. Of note, 15 of these Supportive Housing developments carry permanent debt containing foreclosure provisions. For examples of successful Vecino Developments that have non-traditional sources of rental assistance, please see the attached document. These developments carry permanent debt, and often also fund services through related entities.

• To deny a project funding because a city does not have available designated funds is to deny housing to the most at-risk populations within said city. The very mission of the Austin and Travis County Housing Agencies depends on finding ways to create Supportive Housing in the absence of available rental assistance. Your QAP outlined a path to doing so. The Vecino Group and Caritas followed those QAP terms verbatim.

Our request is simple. Please do not allow what does not exist (project-based-rental assistance vouchers) to stand in the way of what clearly must exist (Supportive Housing for populations at risk of homelessness). We ask that your decision be guided by both the QAP produced by TDHCA and our shared conviction that all Texas residents deserve quality housing.

Thank you for your consideration.

Sincerely,

Rick Manzardo
The Vecino Group
Supportive Housing must contain several elements to be successful, the most important are a service provider and rental assistance to reach the target population. Each of our communities hosts a strong non-profit partner who provides services, on-site for our Supportive Housing developments. On an annual basis, over $2.9 million in services is provided at these developments. As stated above, the other important component is rental assistance, as persons that are homeless must have rental assistance, or the housing will not be successful. Rental Assistance is gained in several different ways in Vecino Group communities. Of the 18 communities in our portfolio, 9 communities have a federal and/or state subsidy contract, 8 communities rely on operating/rent subsidy from the non-profit partner or other related entity and of many of the communities work with Bring It Home, Inc. to secure additional funding.

Bring It Home, Inc. is a nationwide non-profit partner. Bring It Home, Inc. raises money to assist Vecino Group communities and helps us secure rental assistance or services funding even after a deal is operational. Over the last year, Bring it Home, Inc. has provided $207,249 in services funding and rental assistance to assist the overall budgets of our properties.

To better understand how Vecino Group completes Supportive Housing communities and continues to operate them, please note the following examples:

Bodhi Salt Lake City is an 80-unit community. Out of the 80 units, 23 units are set-aside for persons that are chronically homeless and have a severe and persistent mental illness. The 51% general partner is a non-profit developer, Housing Connect. The community was funded through federal and state tax credits. In addition to Housing Connect, Utah Community Action is the on-site, full-time service provider. The services for Bodhi are paid through operating subsidy. When Bodhi was funded, vouchers were not available through the housing authority, to date the 23 units have received housing choice vouchers through the County Housing Authority. Bodhi has been in operation for over two years, with a 96% occupancy rate.

Freedom Place St. Louis is a 68-unit community dedicated to Veterans who are homeless. This community was funded through historic, state and federal tax credits. The services budget at Freedom Place is $577,098 annually. The services budget is paid for through outside fundraising. In addition, the 68-unit community, when originally funded, did not have vouchers connected to the units. Our non-profit partner dedicated their vouchers through Missouri Department of Mental Health to the community. Freedom Place has been in operation since October of 2014, with no evictions, keeping Veterans permanently housed for over 6 years.

Talia Springfield is a 46-unit community, with 23 units set-aside for survivors of domestic violence. Talia was funded through federal and state tax credits. Talia hosts a 51% general partner, Harmony House, who is also the service provider on-site. The services budget for Talia is paid through an operating subsidy. At the time of application, Talia was funded without rental assistance for the 23-units. Since Talia has opened, the rental assistance has been
funded through Harmony House Continuum of Care funds. Talia has been in operation since September of 2017, to date, there have not been any evictions from the set-aside units.

Operating subsidy and outside fundraising are what has made each of our communities successful, to deny a project funding based on the notion that it cannot be done, is denying Supportive Housing to households in Austin and halting any progress made in ending homelessness. These developments will decrease homelessness in Austin by a combined 222 lives uplifted. Vecino Group works to end homelessness nationally and looks forward to partnering with Caritas of Austin, TDHCA, and the City of Austin to continue our company’s mission.
April 7, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Re: Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing this letter to respectively urge you to grant the appeal filed for Espero Austin at Rutland and Espero Austin at W. 24th with regard to the 2020 9% Housing Tax Credit applications #20040 and #20041. These two applications will deliver desperately-needed Supportive Housing that will immediately end homelessness for a combined 222 individuals in Austin, while also increasing the capacity to further alleviate homelessness by adding another strong non-profit housing partner to the solution.

I understand that both of these Applications have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that requires a Supportive Housing project that is carrying hard debt to have at least 25% of the units “be supported by project-based rental or operating subsidies.” Given the lack of any guidance on this new language, I feel that Caritas of Austin met the intended simplicity of this requirement through their Operating Subsidy Agreement, which commits Caritas of Austin to financially supporting 25% of the units.

Further, it is my understanding from the termination letter sent by the Agency on April 6, 2020 that there might be some concern that the funds are not being committed from an “external entity.” I have two issues with this interpretation. First, Caritas is separate and apart from the development. While Caritas is a partner of each Applicant partnership, it is a separate legal entity. Secondly, there is no stated requirement in the rules that the funding be committed from an “external entity.” Even if the Agency does not believe Caritas to be legally distinct from the Applicants, such a distinction for purposes of providing the support for 25% of the units was not set forth as a requirement of the rule and therefore is an inappropriate standard to apply to the Applicants here.
TDHCA staff has crafted a Supportive Housing definition with several checks and balances that ensures that only mission-driven projects with a history of Supportive Housing provision and experience with the target population are able to receive funding under this set-aside. The QAP does not provide any further clarification or definition as to what is expected of an "operational subsidy." If the intent was for this subsidy to be local, State or Federally-sourced, then I encourage us to explore that change in next year's QAP without terminating two of the highest scoring projects in the State and two projects in line to receive funding in Urban Region 7 (ranked #1 and #3).

Caritas of Austin – as a local nonprofit with a track record of success and years of experience in addressing housing instability through supportive housing – is a supremely qualified nonprofit to deliver additional high-quality, deep-impact, intensely-supportive housing to our neighbors who need it most. Their success in keeping people housed is due to the wrap-around supports that stabilize lives. The food program ensures people have healthy food as they rebuild their lives. Education classes teach life skills so people can reach their full potential. Job placement and career development build strong futures for families. Most important is the core relationship between Caritas of Austin staff and the people they serve – a deep understanding and respect.

Caritas of Austin's work is transformational and ends homelessness. A shared priority of the State of Texas and every major Texas City is to address homelessness. I hope that we can leverage the valuable resource of housing tax credits in order for the State of Texas to partner on an indisputable solution – high-quality affordable housing with wrap-around supportive services as defined by projects like Espero Austin at W. 24th and Espero Austin at Rutland.

I look forward to your favorable determination to grant the applicant’s appeal. If you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Senator Kirk Watson
April 13, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I have recently learned that Espero Austin at Rutland and Espero Austin at W. 24th - two projects that will deliver desperately-needed Supportive Housing to the City of Austin – have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that is focused on the requirement of a Supportive Housing project to have either project-based vouchers or an operational subsidy on 25% of the units if it is to carry hard debt. I write today to express both my belief in the important work that Caritas of Austin is doing every day to end homelessness and to the need for affordable housing options, including and especially, permanent supportive housing in the district that I represent.

Caritas of Austin is a local nonprofit with much community support that has a track record of success and years of experience in addressing housing instability through supportive housing. Caritas of Austin touts an outstanding 98% success rate in housing persons who have experienced long-term homelessness.

The need for these services is large and growing according to the most recent “Point in Time” count which demonstrated a 5% increase. Many of those living in a state of homelessness are within the district that I represent which has the largest counted population of people experiencing homelessness in Austin. Both Espero projects are within the district that I represent.

While I understand there are other worthy proposals for Austin for you to consider and your determination must take into account various factors, to the extent that the experience of the applicant and the extreme need for the services are relevant considerations, I submit this letter.

Thank you for your consideration,

Gina Hinojosa
State Representative, District 49
April 17, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing to advocate for and respectfully ask you to grant the appeal filed for Espero Austin (Application #20040) at Rutland and Espero Austin at W. 24th (Application #20041) for the 2020 9% Housing Tax Credit Program. These developments would provide critical Supportive Housing in the city of Austin, bringing housing to up to 222 individuals in the homeless community. These applications fulfill a much needed void in the region and are well within the new guidelines adopted by Texas Department of Housing and Community Affairs for Supportive Housing.

Espero at Rutland, LP and Espero at W. 24th, LP have filed for appeals for their respective applications. Each application fulfills the 25% threshold to "be supported by project-based rental or operating subsidies" through a private solution using Caritas of Austin to financially support 25% of the units. I believe both partnerships have met the requirements set forth by TDHCA, as these Limited Partnerships are separate legal entities from Caritas of Austin. No distinction was made in the newly adopted rules to prevent this solution from fulfilling the Supportive Housing requirement.

As a former Chairman of Caritas of Austin, I believe strongly in their mission as a non-profit organization. I am proud of the work they are doing with these developments and their mission to prevent and end homelessness in Central Texas. Even when I was chairman, we discussed the possibility of developments just like the two applications under appeal before you. Their reputation is among the
best in the state, and over the years, they have developed strong community partnerships that have set
them up for success time and time again.

Again, I respectfully request you grant the appeals for both applications before you. These
developments are important to the community and have followed the necessary requirements. Thank
you for your consideration, and please let me know if you have any questions.

Respectfully,

[Signature]

John Cyrier
State Representative, District 17
April 9, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing this letter to supplement the previous letter I submitted with the Deficiency Response for Caritas of Austin’s two proposed 2020 Housing Tax Credit affordable housing developments – Espero Austin at Rutland and Espero Austin at W. 24th. I recently learned that the Deficiency Response was not accepted and both applications have been terminated. Termination of these two projects will be a detrimental blow to the City of Austin’s progress in building a pipeline of high-quality, supportive housing that will serve exclusively persons previously experiencing homelessness.

I want to stress the importance of these two projects in the City of Austin’s collective response to ending homelessness. They will not only provide housing stability for persons with extremely low incomes, but will dig deeper. These two projects will serve persons coming directly off the Coordinated Entry system – a nationally-recognized community prioritization tool that distinguishes the most vulnerable of our City’s homeless. While we have many high-quality affordable housing communities in the City of Austin, not enough units have been dedicated exclusively to this population. As a housing provider that is intimately familiar and unilaterally dedicated to ending homelessness, Caritas of Austin is uniquely positioned to serve highly vulnerable people experiencing homelessness who have multiple barriers to stable housing. Likewise the City of Austin is uniquely positioned with multiple funding sources to include local and federal to infuse crucial gap financing, with a scoring mechanism that prioritizes these units for funding.

I would also like to emphasize the strength of Caritas of Austin. The agency is a leading nonprofit homeless housing and service provider who have a singular goal – ending homelessness. They have been a trusted provider of supportive housing in Austin for more than

The City of Austin is committed to compliance with the Americans with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.
13 years and have had unparalleled success in keeping Austin’s hardest to serve with roofs over their head. Esperc Austin at Rutland and Espero Austin at W. 24th are not just supportive housing units we hope to have - they are mission critical and fundamental in moving the needle on alleviating homelessness.

In my previous letter, I provided information on all the subsidy resources that Caritas of Austin already taps and that will be available to persons living in these two communities. I explained that these resources are tenant-based by nature. Caritas of Austin is intimately familiar with the way subsidy funding in Austin flows and that is why they submitted an Operating Subsidy Agreement to “project-base” the ample funding that will flow to them in the form of operating subsidies from local and federal-pass through dollars. To require a project-based subsidy from an external source at the time of application for tax credits (approximately two years before a project is actually placed in service) is not in alignment with the way local housing subsidies are administered. However, I will stress that the City of Austin has an infused capital program with $250 million Affordable Housing General Obligation Bond Program approved in 2018. These local resources are aimed directly at funding affordable housing developments that serve Austin’s low-income communities. This is in addition to its Housing Trust Fund and federal dollars that directly support affordable housing developments applying for local gap financing.

As an additional testament to the strength, value and success of Caritas of Austin in our community, please know that the City of Austin just awarded the first contract providing emergency rent relief to address the economic impacts of COVID-19 in our community. Caritas of Austin was selected to administer this program. In this time of crisis, we are looking to Caritas of Austin. We hope that TDHCA will make this same choice when considering this appeal.

Caritas of Austin’s two proposed housing developments provide an ideal opportunity for the City of Austin to partner with the State of Texas to address chronic homelessness in a comprehensive and thoughtful manner. We look forward to the opportunity to leverage our existing capital resources and future operational subsidies to ensure these developments are successful.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rosie Truelove
Director

The City of Austin is committed to compliance with the Americans with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.
April 10, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am delighted to write this letter to support Caritas of Austin and the two proposed 2020 Housing Tax Credit affordable housing development projects; 1) Espero Austin at Rutland and 2) Espero Austin at W. 24th.

Austin Public Health has a long-standing relationship with Caritas of Austin. Caritas of Austin is a key agency in the City of Austin’s team of nonprofits. This agency is working tirelessly to end homelessness in our community. Their outstanding achievements include the following:

- Maintaining a professional relationship with the City of Austin for over 20 years.
- They are the recipients of over $3.9 in annual contracts with Austin Public Health. These contracts provide rental subsidies and supportive service funding for Caritas of Austin’s various strategies for providing supportive housing.
- Caritas of Austin is the lead and fiscal agent for Austin Public Health’s largest supportive housing program; Best Single Source Plus. A collaborative preventing and ending homelessness in Austin and Travis County since 2005.

The City of Austin is in dire need of high-quality, affordable housing with wrap-around supportive services that will serve persons experiencing homelessness. These projects will not only meet this goal but will also add much-needed capacity to Austin’s mission-based affordable housing developers.
While others may be uncertain of Caritas of Austin’s ability to attract operating and rental subsidies for their new projects, we feel very confident in their abilities.

Caritas has decades long tradition of providing support to those in need in our community. The strength, success and dedication of Caritas of Austin is unparalleled in their work to ending homelessness in Austin. They are beyond qualified to take the next step into owning their own supportive housing communities. Their long history of contracts with Austin Public Health provides testament to the operating and supportive service fundraising ability that will benefit the proposed projects.

Austin Public Health fully supports Caritas of Austin in their endeavor to develop and own new supportive housing in our community. Caritas of Austin has demonstrated strength in our community, a successful track record and their commitment to ending homelessness. Your consideration of this proposal is greatly appreciated.

Sincerely,

Stephanie Y. Hayden, LMSW
Director - Austin Public Health
April 9, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I have recently learned the devastating news that Caritas of Austin’s two proposed 2020 Housing Tax Credit
affordable housing developments – Espero Austin at Rutland and Espero Austin at W. 24th – have been
terminated. I represent the Ending Community Homelessness Coalition (ECHO) – the lead agency in Austin
in charge of implementing community-wide strategies to end homelessness in Austin and Travis County.
Caritas of Austin is a fundamental partner in this work delivering a package of wrap-around services and
housing programs that deliver hope and homes to persons experiencing homelessness on a daily basis.

I am wholly supportive of the two new Projects and the tremendous impact that they will have on the way
the City of Austin addresses homelessness. In my daily struggle to realize solutions to ending homelessness,
I know that Supportive Housing is an incomparable evidence-based strategy that keeps persons
experiencing homelessness compassionately housed and off streets and out of shelters. In the City of
Austin, as in most Cities across Texas, the major hurdles to creating more Supportive Housing units to end
homelessness are three-fold:

1) **CAPACITY:** There are not enough mission-based nonprofits doing this work. Supportive Housing
development, ownership and management is unique. It is paramount that the provider intimately
understands the population and has a success-based strategy for serving this population. Caritas
of Austin is a leader in their work and supremely qualified. We cannot keep relying on the same
providers to deliver units, we will never scale up and we will never make a dent. The two projects
by Caritas of Austin is an intentional measure to respond to our affordable housing crisis and begin
delivering units on a larger scale by a qualified provider.

2) **FUNDING:** In order to move the needle on addressing homelessness, we need to change the way
we develop projects. By allowing Supportive Housing projects to carry a sliver of hard debt, you
are freeing up valuable contributions in our community to funnel toward the life-giving operational
subsides and supportive services crucial to this housing. Caritas of Austin is a powerful fundraiser
due to the success and impact of their work. We must accept other ways of capitalizing and
funding Supportive Housing to break through this hurdle. The new language in the QAP that
allows hard debt for Supportive Housing does just this. I kindly ask the TDHCA ED and Board to
stand by their just decision to add this clause to the QAP, and allow these two very worthy projects
to proceed.

3) **TARGET POPULATION:** ECHO’s work is focused on systems that address homelessness. One of our
primary tools in that system is our Coordinated Entry and Assessment – a prioritization tool that
measures a homeless person’s vulnerability. This system allows resources to be pooled for
persons who need it the most. Caritas is unwavering in their participation and dedication to this
prioritization tool. There is a dire need for Supportive Housing units that are dedicated to this
system. Every person that comes off this list and into housing is a life saved and one-by-one our
homeless count is reduced. Only with projects like Espero Austin dedicated to this community-
Based System, will we make progress.
I am appreciative of your time and hope that the State of Texas will partner with the excellent tools and resources in place in Austin to deliver these two significantly impactful projects to our City.

If you have any questions, please do not hesitate to contact me.

Most Sincerely,

Matthew Mollica
Executive Director
April 10, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing this letter in support of Caritas of Austin’s two proposed 2020 Housing Tax Credit affordable housing developments – Espero Austin at Rutland and Espero Austin at W. 24th. Texas Homeless Network (THN) is a statewide non-profit helping communities strategically plan to prevent and end homelessness. We believe these two projects represent a path forward to alleviating homelessness in Austin by leveraging local homeless response systems’ planning and resources with State of Texas housing tax credit dollars. The Espero Austin projects provide an important opportunity for the State of Texas to become a champion and best practice model of addressing homelessness across the state.

I have learned that both of these crucial projects have been terminated due to an interpretation of the newly added language in the definition of Supportive Housing related to an operating subsidy requirement for Supportive Housing projects to have hard debt. I want to make two important points related to this new language and these two specific projects:

1) As a State, we need to begin looking at new opportunities to scale up our production of deeply affordable rental housing with wrap-around Supportive Services that dig deep to explicitly target persons experiencing homelessness. By allowing mission-based Supportive Housing with strong nonprofit partners to carry hard debt, you are freeing up those organizations to instead raise private operating subsidies and supportive service dollars that are paramount to success. We need more units. We need to build out more capacity in our Texas Cities. We need to leverage these dollars.

2) Caritas of Austin is an anchor homeless service and supportive housing provider with merit and recognition across the state for the work they do every single day in Austin to end homelessness. I consider their housing programs a best practice example of an intentional and evidence-based tool to increasing housing
stability and alleviating homelessness. Caritas has been a partner of THN for decades and I consider them one of the strongest nonprofits in the State to do this work. To deny Caritas of Austin the opportunity to deliver these two Projects, would be a serious mistake and a grave hindrance to the work to be done to end homelessness across the State.

I am hopeful that you consider my testament of the strength and distinction of Caritas of Austin as an organization uniquely and supremely qualified to develop these Projects and of the importance of the State of Texas to lead the work in addressing homelessness across our great State.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Eric Samuels
April 9, 2020

Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street, Austin, Texas 78701

RE: Caritas of Austin letter of support

Dear Mr. Wilkinson:
I am writing this letter in support of Caritas of Austin and their efforts to bring new supportive housing to the City of Austin and the State of Texas. Corporation for Supportive Housing (CSH) is a national nonprofit dedicated to advancing solutions that use housing as a platform for services to improve the lives of the most vulnerable people, maximize public resources and build healthy communities. Because of our goals we are deeply invested in partners who share our vision to use housing as the proven cost-effective solution to ending homelessness, alleviating poverty and creating healthier communities.

CSH has been a tireless advocate in increasing opportunities for the provision of supportive housing in states and cities across the nation, and we know we can’t do it alone. We see the need for local partners with capacity and tenacity to drive the work forward. Caritas has been such a partner. They have a well-established track record as a housing provider with familiarity and experience understanding the needs of vulnerable populations, and a dedication to meeting the needs of those populations by raising funds for crucial subsidies and supportive services.

CSH has had the pleasure of working with Caritas of Austin in the local Pay for Success program – a model for public-private partnership which funds social services dedicated to the highest priority of Austin’s chronic homeless population in a performance-based contract. We have seen first-hand the commitment, experience and vitality of this organization in their work to end homelessness.

We believe Caritas of Austin’s current plans to create new supportive housing offer a step forward in the State’s responses to homelessness and its efforts to address the needs of its most vulnerable residents. We encourage TDHCA to continue to work with Caritas to refine their important plans, if at all possible, and to further these types of important efforts develop quality supportive housing. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Most Sincerely,

Debbie Thiele
Managing Director, Western U.S.
206.234.2518, debbie.thiele@csah.org
April 27, 2020

John C. Shackelford
Shackelford, LLP
9201 N. Central Expy., Fourth Floor
Dallas, Texas 75231

RE: APPEAL RESPONSE FOR 20040 ESPERO AUSTIN AT RUTLAND AND 20041 ESPERO AUSTIN AT W. 24TH, AUSTIN

Dear Mr. Shackelford:

The Texas Department of Housing and Community Affairs received your appeal dated April 13, 2020, regarding the termination of the Applications named above. Staff found that the Applications do not meet the definition of Supportive Housing because the Applicant did not provide sufficient evidence that the Developments will be supported by project-based rental or operating subsidies for 25% of the Units, and the Target Populations must be changed to either Elderly or general. Since the Applications do not meet threshold requirements to be considered Elderly or general, they were terminated, pending the Applicant’s right to appeal.

The appeal contends that the agreement submitted with the Application (titled “Espero Austin At W. 24th Operating Subsidy Agreement” – hereinafter “the Agreement”)

1 satisfies the below phrase from the definition in 10 TAC §11.1(d)(122)(E)(ii):

(ii) financed with debt that meets feasibility requirements under Subchapter D of this chapter without exemptions and must also be supported by project-based

1 The Agreement in Application 20041 is identical except for the title and name of the Partnership, so the analysis that follows is equally applicable.

2 This definition is how it was adopted by the Board on November 7, 2019, and then corrected through the waiver process on January 16, 2020, from the version posted to the Texas Register.
rental or operating subsidies for a minimum of 25% of all Units, and meet all of the criteria in subclauses (i) – (VIII) of this clause.³

The phrase “project-based rental or operating subsidies” is the focus of the termination and appeal. I believe staff has reasonably interpreted the phrase to mean “project based rental subsidy or project based operating subsidy.” As you may know, these are both terms of art used in the affordable housing world to generally mean assistance from a third party under a contract with an enforceable promise to pay a monthly or annual fixed amount. Project-based rental assistance is typically provided by HUD or USDA through a contract, and is based on reimbursing the landlord for the difference between a tenant paid rental amount and the amounts of allowable rent for a unit under the applicable project-based program. They are usually multi-year commitments of federal contract rent payments, and may also include comparable state or local government rental assistance programs. See e.g. I.R.C. §42(g)(2)(B) exclusions for “gross rent”; definition of Contract Rent in 10 TAC §11.1(d)(28). Project-based rental assistance frequently takes the form of rental “vouchers.”

On the other hand, project-based operating subsidies are typically provided by the public housing side of HUD, or certain USDA programs, and is memorialized as a contract based on the number of low-income units. Project-based operating assistance will have a multiyear contract that describes the monthly or annual payments per unit for the amount of HUD or USDA operating subsidy pledged to the Development. See Tex. Gov’t Code 2306.6705(4) (“an operating subsidy . . . contract or other agreement securing those funds [must contain] identification of: (A) the source and annual amount of the funds; (B) the number of units receiving the funds; and (C) the term and expiration date of the contract . . .”)

As the Applicant interprets the phrase “project-based rental or operating subsidies,” it appears you believe it means “project based rental subsidies or any other form of operating subsidy.” Accordingly, you interpret the phrase to allow an affiliate of the applicant to tender a contract to provide a benefit as later agreed upon, and for no project based rental assistance vouchers to be required.

The relevant portion of the Agreement states:

2.1 Operating Subsidy. The purpose of the subsidy is to provide rental assistance to prospective affordable housing tenants . . . From time to time the Partnership and Caritas will agree upon a base amount of monthly Operations Subsidy necessary for the Subsidy Eligible Units of the Project, as budgeted by the Partnership . . .

The rationale of requiring non-affiliated parties to provide this type of project-based operating subsidy is clear from the terms of this Agreement: note that the agreement between Caritas and the

³ Indeed, the term “external entity” is not in the rule; however, it is illustrative of the fact that Caritas is not capable of committing project based rental assistance or project based operating subsidies, as the described in this letter.
Partnership does not specify an amount to be paid, but rather they “will agree upon a base amount of monthly Operations Subsidy necessary.” Considering that Caritas is the 100% owner of the Partnership, and that Tex. Gov’t Code §2306.6705(4)(A) requires the identification of the annual amount of funds in the subsidy, it seems unclear whether there actually is a subsidy, as contemplated by statute, in an agreement to agree as between an entity and its wholly-owned partnership.4

This point is further demonstrated by section 1.3, which includes in the definition of “Operating Subsidy” any prospective project-based or tenant based vouchers that may be made available to the development or its tenants. Accordingly, as the development or its tenants accrue vouchers, there may come a point where even the annual amount of funds to be agreed upon by Caritas and the Partnership will decrease. This is only to illustrate that this Agreement does not meet the common conception of a project based “operating subsidy.”

The appeal generally questions staff’s interpretation that allows Supportive Housing developments without hard debt financing to include sponsor loans, and include operating subsidy agreements “in very near the same form” as the ones submitted with the Applications at issue. But the definitions of Supportive Housing with and without hard debt are clearly very different in the Rule, and the debate and comment at the November 7, 2019, meeting focused on the difficulty of obtaining the finite resource of vouchers for 100% of the units by the time of application. Relatedly, in response to the initial letter from Staff requesting an explanation as to how the Espero applications met the E(ii) definition, the Applicant responded:

While we would have liked to provide a singular voucher and/or subsidy commitment for each project to meet the 25% requirement, that reality simply does not exist in our community. Our local Housing Authorities do not have an open voucher commitment dedicated to persons experiencing homelessness like other Texas Communities and have many less vouchers in total. Every voucher or operational subsidy available in our community is already being used and it is unrealistic to assume an agency would forward commit existing vouchers or operational subsidies to a project that is at least two years from opening its doors.

Three applications in this round seeking to use the new E(ii) definition of Supportive Housing have been slated for termination and are pending appeal. Beyond the two addressed in this letter is Application #20114: 3300 Caroline Street.5 It should be noted that Application #20114 illustrates that there is at least one Texas community that may provide a singular voucher commitment to meet the 25% requirement. According to information submitted with Application #20114, the Houston Housing Authority (HHA) issues Requests for Proposal for project based vouchers that allows HHA to award them prospectively.

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4 As illustrated by 10 TAC §11.302, the underwriting report relies on information submitted with the Application.
5 Application #20114 is on appeal on a separate issue (whether the award of the vouchers must accompany the application or if it can it be provided later in the application process or by Commitment).
Numerous letters of support for these applications have been delivered to me from state and local officials. I want to be very clear on this point: TDHCA does not dispute that the City of Austin is in need of more supportive housing. Nor does TDHCA question the noble mission or work of Caritas. My decision to deny this appeal is administrative, and based on what I see as Staff’s reasonable interpretation of this new rule, and the need for the Board to ultimately interpret it.

Accordingly, I am denying your appeal on both of these Applications. I fully expect you to file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review 10 TAC §11.902 for the appeal process. If you have any questions or require further information, please contact Marni Holloway, Multifamily Finance Director, at marni.holloway@tdhca.state.tx.us.

Sincerely,

Bobby Wilkinson
Executive Director
May 8, 2020

(Via Email)
Board of Directors
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

RE: Appeal of Termination of Applications;
TDHCA File Nos. 20040 and 20041;
Our File No. 52049.1

Dear Board Members:

This law firm represents Espero Austin at Rutland, LP and Espero Austin at W. 24th, LP (collectively, the “Applicants”), and I have been requested by Jo Kathryn Quinn, President and CEO of Caritas of Austin, Inc. (“Caritas”), to appeal the terminations of the respective Applications filed by Applicants for their projects, Espero Austin at Rutland and Espero Austin at W. 24th (collectively, the “Projects”).

On April 13, 2020 Caritas filed its appeal to Bobby Wilkinson, Executive Director, to reinstate the Applications (the “Initial Appeal Letter”). A copy of the Initial Appeal Letter is attached hereto as Exhibit A and incorporated herein by reference for all purposes. On April 27, 2020, Mr. Wilkinson affirmed the decision of staff to terminate the Applications on the basis “that the Applications do not meet the definition of Supportive Housing because the Applicant did not provide sufficient evidence that the Developments will be supported by Project-based rental or operating subsidies for twenty-five percent (25%) of the Units, and the Target Populations must be changed to either Elderly or general.” The definition of Supportive Housing is set forth in 10 TAC §11.1(d)(122)(E)(iii) (the “Regulation”).

Applicants hereby file this appeal to the Board to reinstate the Applications. Applicants’ appeal is based on the following: (i) the unambiguous ambiguity of the Regulation; (ii) the impossibility of performance to satisfy the Regulation as interpreted by staff; and (iii) the Operating Subsidy Agreements of Caritas submitted by Applicants comply in all respects with the requirements of Texas Government Code 2306.6705(4) (the “Statute”).

I. Ambiguity of the Regulation.

For convenience, the entire text of the Regulation is as follows:
(ii) financed with debt that meets feasibility requirements under Subchapter D of this chapter without exemptions and must also be supported by project-based rental or operating subsidies for all Units, and meet all of the criteria in subclauses (I) - (VIII) of this clause. [Note: The Board approved on January 16, 2020 a waiver effectively reducing the requirement from all Units to a minimum of 25% of all Units.]

In Mr. Wilkinson’s letter to Caritas dated April 27, 2020 (the “Termination Affirmation Letter”), Mr. Wilkinson states, “I believe staff has reasonably interpreted the phrase to mean “project-based rental subsidy or project-based operating subsidy.”” In the Initial Appeal Letter, I argued that the Regulation is ambiguous, imprecise and incorrectly interpreted by staff. Mr. Wilkinson’s statement constitutes an affirmation of my contention that the Regulation is in fact ambiguous. To say the Regulation was “reasonably interpreted” effectively acknowledges the Regulation can be interpreted differently, but in his opinion he thinks staff’s interpretation is reasonable. That is a matter of opinion whether he finds the Regulation reasonably interpreted by staff or not. For the reasons later discussed, I find a reasonable person could interpret the Regulation differently. A regulation should be written with clarity to avoid ambiguity and misinterpretation.

To further support my argument that the Regulation is patently ambiguous, I think it is important to note Mr. Wilkinson had to insert language into his reading of the Regulation that is not present in the Regulation to make his point that staff “reasonably interpreted” the Regulation. Mr. Wilkinson inserted after the word “or” the words “project-based” prior to “operating subsidy.” The Regulation does not say “or project-based operating subsidy,” and instead it merely says “operating subsidy.” By Mr. Wilkinson’s insertion of those two additional words into the Regulation that are not actually in the Regulation, except in connection with rental subsidy, Mr. Wilkinson has taken inexplicable liberty with the Regulation to support his position. By doing so, he has unwittingly effectively acknowledged that the Regulation is ambiguous and imprecise.

Mr. Wilkinson goes on to say that both project-based rental subsidy and project-based operating subsidy “are terms of art used in the affordable housing world to mean assistance from a third party under a contract with an enforceable promise to pay a monthly or annual fixed amount.” That broad statement is only partially correct. Project-based rental subsidy and project-based operating subsidies are terms of art, but again, he has injected the words “project-based” prior to “operating subsidy” when those words do not exist in the Regulation. How is a reader of the Regulation to know “operating subsidy” really means a “project-based operating subsidy?” I do not read the Regulation that way. As interpreted by Mr. Wilkinson and staff, the Regulation requires an external entity such as HUD or USDA to provide an operating subsidy to the exclusion of Caritas, the sponsor of the Applications, which is unquestionably capable of providing an operating subsidy. More on this issue under II.

In staff’s defense, the Regulation is a new regulation which permits hard debt on a Supportive Housing project and it is understandable that a new regulation is subject to multiple interpretations. Marni Holloway in her letter dated April 6, 2020, in which she
notified the Applicants of the termination of their respective Applications states, “this is the first opportunity for the Board to interpret its rule, it is prudent course for staff to more strictly apply the definition and allow the Executive Director and Board to provide its input should you choose to appeal.” As I stated in the Initial Appeal Letter, a “strict application of the rule is one thing, but not when the interpretation is based on language not contained anywhere in the text. That is not a strict interpretation but instead is a misinterpretation, albeit innocently made.” I appreciate Ms. Holloway’s honesty, but similar to Mr. Wilkinson’s above quoted statements, it constitutes confirmation and effectively acknowledges that the Regulation is indeed ambiguous, imprecise and subject to multiple interpretations.

This is therefore a matter of first impression for the Board to interpret the Regulation. In contract law it is a well-established principal that a provision in a contract is construed against the drafter of the contract and therefore construed in favor of the non-drafting party. In this instance the drafter is staff and the other parties are the development community who seek to provide Supportive Housing in accordance with the Regulation. If typical contract law principles are applied, I respectfully request the Board to determine the Regulation is ambiguous, imprecise and open to multiple interpretations and determine that Applicants complied with the definition of Supportive Housing in accordance with the Regulation.

II. Impossibility of Performance Under Regulation.

In the Termination Affirmation Letter, Mr. Wilkinson next states, “project-based operating subsidies are typically provided by the public housing side of HUD, or certain USDA programs, and is memorialized as a contract based on the number of low-income units.” While there is no denying the two programs referenced in Mr. Wilkinson’s statement are project-based subsidies they are not typical of Supportive Housing. USDA funding is a moot point in an urban area like Austin and HUD’s Continuum of Care program is the most appropriate Federal governmental operating subsidy to reference in the case of Supportive Housing. There are also numerous other operating subsidy pools provided at the local level aimed at ending homelessness of which Caritas is a beneficiary. Aside from injecting “project-based” with respect to operating subsidies, Mr. Wilkinson is presumably unaware that it is impossible for Applicants and any applicant seeking tax credits to have HUD or any other external entity award an operating subsidy grant prior to a proposed project receiving a tax credit allocation and being built. HUD COC grants, in particular, are awarded with a deadline to use the funds within 12 months, which is impossible to align with the 9% tax credit application process.

The applicant under the tax credit program is typically either a limited partnership or a limited liability company with no assets. This is required by both tax credit investors and lenders. It is impossible for an applicant to file an application with HUD or any other governmental entity to obtain a grant for a project when HUD or such governmental entity does not know whether the project will receive credits or will ever be built. The process by which funding of operating subsidies is awarded is different from the award of project-based rental subsidies. It is typical for project-based rental subsidies to be awarded to the
owner of a project; however, this is not the case for project-based operating subsidies. In order for an applicant to have a project-based operating subsidy as part of its funding, such funding has to come from a nonprofit sponsor, which in this case, is Caritas. Caritas routinely applies for and receives operating subsidies for other apartment communities across Austin, including TDHCA funded projects. Caritas is committed to doing the same for the Projects, but it is impossible for Caritas to apply for those grants until after the Projects become a reality; and, as above-stated, if Caritas is unable to make application for such grants from HUD or other governmental entities with its long, successful history, then it is more impossible for Applicants to do so, with no history and no assets.

I assume this aspect of project-based operating subsidies is unknown to Mr. Wilkinson and staff because otherwise it would not make sense for Mr. Wilkinson or staff to insert the words “project-based” prior to “operating subsidy” to intentionally cause an applicant for tax credits for the development of Supportive Housing to have no possibility of receiving an allocation of tax credits. At the Board meeting, others will more fully speak to the project-based operating subsidy process and its timing for Supportive Housing projects.

Consequently, it is very reasonable for a person to conclude that if (i) the Regulation permits operating subsidies and the Regulation does not say “project-based operating subsidies,” (ii) project-based operating subsidies are impossible to obtain for an applicant during the 9% tax credit application process, and (iii) staff permits operating subsidies for Supportive Housing projects without hard debt to be obtained by a nonprofit sponsor post-tax credit allocation, then staff similarly intended to permit operating subsidies for Supportive Housing projects with hard debt to be funded by a nonprofit sponsor on a post-tax credit allocation award basis.

Mr. Wilkinson further states in the Termination Affirmation Letter, “Accordingly, you interpret the phrase to allow an affiliate of the applicant to tender a contract to provide a benefit as later agreed upon, and for no project-based rental assistance vouchers to be required.” I am puzzled by this sentence because it clearly implies his interpretation of the Regulation is that it does require “project-based rental assistance vouchers” to meet this portion of the Supportive Housing definition. The Regulation clearly does not require vouchers. The Regulation provides for two alternatives, i.e., either project-based rental assistance or operating subsidies. The Regulation does not exclusively require Supportive Housing developments have vouchers. In addition to this discussion being applicable to the above ambiguity argument, it further demonstrates Mr. Wilkinson’s misinterpretation of the Regulation from what the Regulation actually says. The context for Mr. Wilkinson making this statement was to rebut my interpretation of the Regulation which is, as he says, “you believe it means ‘project-based rental subsidy or any other form of operating subsidy’.” On that point we agree.

Caritas and I emphatically interpret the Regulation as Mr. Wilkinson says because otherwise no applicant can meet the requirements of the Regulation for providing a project-based operating subsidy. Contract interpretation requires language to be interpreted in a manner which permits the parties to accomplish what is intended rather than prohibits the
parties from what is intended. Mr. Wilkinson’s interpretation of the Regulation creates an impenetrable barrier to any applicant who seeks to use operating subsidies to financially support a Supportive Housing development carrying hard debt. If that is what staff intended when it drafted the Regulation, then why insert “or operating subsidy” in the Regulation. That last quoted language is unnecessary if the intent of staff was to require applicants to utilize only vouchers. I do not think that was staff’s intent at all and therefore must conclude staff was and Mr. Wilkinson is unaware that their interpretation of the Regulation makes it impossible for an applicant and, specifically, Applicants to do that which the Regulation attempts to permit.

Later in the Termination Affirmation Letter, Mr. Wilkinson points out “that Application No. 20114 illustrates that there is at least one Texas community that may provide a singular voucher commitment to meet the 25% requirement.” I take this sentence as substantiating my above claim of impossibility of performance. Please note that Mr. Wilkinson’s statement refers to a voucher commitment which is consistent with his earlier statement that vouchers are required for Supportive Housing developments. As I contend, vouchers are not required per the clear language of the Regulation and Mr. Wilkinson’s comparison of Application No. 20114 to the Applications is akin to comparing apples to oranges. The former has the ability to obtain vouchers from the Houston Housing Authority and the latter did not and had to avail itself of the operating subsidy alternative provided for in the Regulation.

You may be asking why did Applicants not seek project-based vouchers if project-based vouchers clearly comply with the Regulation. Project-based vouchers are awarded through public housing authorities from funding awarded by HUD. HUD gives local housing authorities broad authority to decide how those vouchers are awarded – project-based or tenant choice – and to whom they are awarded – priority for families or persons experiencing homelessness. Both the Austin and Travis County Housing Authorities have a long history of distributing their vouchers as tenant-choice and not for persons experiencing homelessness. This is not just an Austin choice. This same pattern can be seen in cities across Texas and throughout the nation and can be viewed as a barrier to the delivery of Supportive Housing addressing homelessness. Further, the number of vouchers available to the Austin and Travis County is much less than the voucher amounts available to larger urban areas. It is no surprise that Houston has an open voucher commitment to persons experiencing homelessness. That opportunity is simply not available in Austin. Caritas approached both Austin housing authorities for vouchers and their answer was that there were no vouchers available so early on in the project, but maybe vouchers will be available as the project nears completion. We are hopeful that the process in Austin will change to accommodate project-based voucher commitments for persons experiencing homelessness, but that opportunity is unavailable at this time.

III. **Caritas Operating Subsidy Agreements.**

Mr. Wilkinson next contends in the Termination Affirmation Letter that the Operating Subsidy Agreements Applicants submitted with their respective Applications fail to comply with the Statute. On the contrary, the Operating Subsidy Agreements submitted
with the Applications meets every aspect of the Statute: (i) it is a legally binding agreement securing an operational subsidy for each of the Projects; (ii) it identifies the source of funds – either vouchers, subsidies or a subsidy from Caritas of Austin in Section 1.3 on page 1; (iii) the annual amount of funds is referenced in 2.1(d) on page 2 and is also clearly denoted in the Rent Schedule attached as Exhibit A which designates the line item of units that will receive the Operational Subsidy - $28,152 in monthly rent for Espero Austin at Rutland and $18,216 in monthly rent for Espero Austin at W. 24th, (iv) the number of units receiving the funds is also denoted in the Operating Subsidy Agreement on Page 2 – 34 units for Espero Austin at Rutland and 22 units for Espero Austin at W. 24th; and (v) the term and expiration date of the Operating Subsidy Agreement is noted on Page 3 – 15 years from the Placed in Service Date.

These facts do not support Mr. Wilkinson’s last argument that the Applications failed to meet threshold because the Operating Subsidy Agreements do not comply with the Statute.

IV. Conclusion.

For the reasons cited above, it is Applicants’ position that the Regulation needs to be rewritten for the 2021 Qualified Allocation Plan to address the ambiguous and imprecise language of the Regulation. For this year, the Regulation should be construed in favor of Applicants and reinstated. As above argued, Mr. Wilkinson proves my point that the Regulation is ambiguous and imprecise by claiming that he found staff’s interpretation to be reasonable only by his injection of additional words into the Regulation to arrive at his conclusion. Ms. Holloway’s above quoted statement also supports the argument that the Regulation is unambiguously ambiguous, which is why she seeks the Board’s assistance with the interpretation of the Regulation.

We request the Board to conclude the Regulation should be interpreted to permit Applicants, without access to project-based rental subsidies, to avail itself of operating subsidies as the Regulation unequivocally provides if the Operating Subsidy Agreements submitted with the Applications comply with the requirements of the Statute. Further, we request the Board to conclude that the Operating Subsidy Agreements submitted by Applicants comply with the Statute. Accordingly, Applicants hereby respectfully request the Board to deny staff’s recommendation and to reinstate the Applications.

Very truly yours,

John C. Shackelford

JCS/klm
cc: Bobby Wilkinson, Executive Director (via email)
Marni Holloway, Director of Multifamily Finance (via email)
Sharon Gamble, Administrator, 9% Competitive Housing Tax Credit Program (via email)
Beau Eccles, Esq. (via email)
Jo Kathryn Quinn (via email)
Richard Manzardo (via email)
Jennifer Hicks (via email)
Michelle Snedden (of the Firm)
Kara Hargrove (of the Firm)
April 13, 2020

Via Email: bobby.wilkinson@tdhca.state.tx.us
Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

RE: Appeal of Terminations; TDHCA File Nos. 20040 and 20041;
Our File No. 52049.1

Dear Mr. Wilkinson:

This law firm represents Espero Austin at Rutland, LP and Espero Austin at W. 24th, LP (collectively, the “Applicants”), and I have been requested by Jo Kathryn Quinn, President and CEO of Caritas of Austin, Inc. (“Caritas”), to appeal the terminations of the respective Applications filed by Applicants for their projects, Espero Austin at Rutland and Espero Austin at W. 24th (collectively, the “Projects”).

The Applications for these Projects were terminated on the basis that the Applicants failed to satisfy the definition of Supportive Housing under 10 TAC §11.1(d)(122)(E)(ii) (the “Regulation”). In Marni Holloway’s letter dated April 6, 2020, to Applicants terminating their Applications, she states that the staff’s interpretation of the definition contained in the Regulation requires an applicant to have an “external authority” committed to funding an operating subsidy to the development. She further states, “Staff does not interpret the rule to allow an applicant or affiliate to propose a Supportive Housing development under the new definition that allows for debt, and also be the source of the ‘operating subsidy’ by a pledge of future funding.”

The entire text of the Regulation is as follows:

(ii) financed with debt that meets feasibility requirements under Subchapter D of this chapter without exemptions and must also be supported by project-based rental or operating subsidies for all Units, and meet all of the criteria in subclauses (I) - (VIII) of this clause. [Note: The Board approved on January 16, 2020 a waiver effectively reducing the requirement from all Units to a minimum of 25% of all Units.]

One reason why I disagree with Ms. Holloway’s and staff’s interpretation of the Regulation is that nowhere in the plain language of the Regulation does it state that an “external authority” cannot be an affiliate of the applicant. This is the situation we have in this instance. When the Applications were filed, Jennifer Hicks, the consultant for Applicants, submitted an Operating Subsidy Agreement from Caritas. Caritas is an “Affiliate” under the applicable definition in the
2020 Qualified Allocation Plan (the “QAP”). As an aside, the Operating Subsidy Agreement complies with Texas Government Code §2306.6705(4). I am unable to appreciate the basis for the termination of the Applications when the reason cited is that the Supportive Housing selected by Applicants fails to meet the definition set out in the Regulation. It appears staff has added an additional requirement to the Regulation clearly not in the Regulation. If neither the Regulation nor any of the remaining portions of 10 TAC §11.1(d)(22) mention “external authority,” then it cannot be that an interpretation of the Regulations includes an additional condition that the “operating subsidy” must be provided by a source other than an Affiliate. Such an interpretation is clearly outside the plain language of the Regulation.

The Regulation is a new regulation which permits hard debt on a Supportive Housing project and it is understandable that a new regulation is subject to multiple interpretations. As Ms. Holloway says in her letter, “this is the first opportunity for the Board to interpret its rule, it is prudent course for staff to more strictly apply the definition and allow the Executive Director and Board to provide its input should you choose to appeal.” A strict application of a rule is one thing, but not when the interpretation is based on language not contained anywhere in the text. That is not a strict interpretation but instead is a misinterpretation, albeit innocently made.

Another reason I take issue with staff’s interpretation is that Supportive Housing projects without hard debt financing almost always includes a sponsor loan made up of charitable contributions, other fundraising opportunities and various forms of governmental funding assistance via the sponsor. Numerous Supportive Housing projects funded through both the 9% and 4% program have included an “Operating Subsidy Agreement” in very near the same form as the Operating Subsidy Agreement submitted with the Projects. In the instances before us, it seems illogical and contrary to common sense that because TDHCA now permits Supportive Housing projects to have hard debt that a sponsor can no longer provide funds to satisfy the “operating subsidy” requirement. Why would there be a distinction? In past Supportive Housing projects, nonprofit Sponsors, similar to Caritas, arranged and funded the capital, along with the sale of the tax credits, to finance the development, construction and operations of those projects. Again, why a distinction? And how were the Applicants or their consultant to know that staff would deem such Operating Subsidy Agreement unacceptable when the very definition of Supportive Housing incorporates a Nonprofit Sponsor that is “on the hook” for not only the capital funding gap, but more significantly the operations and supportive services critical to the success of these types of projects.

One other reason why it is my opinion that staff has misconstrued the Regulation is because the Regulation states that it is only if the hard debt is either “not sourced by federal funds or is not provided by an Affiliate and originally sourced from charitable contributions or pass-through local government non-federal funds,” that the applicant must then satisfy that the project will be supported either by “project-based rental or operating subsidies for 25% of the Units.” The Regulation clearly permits the hard debt funds to come from an Affiliate if those funds were originally “sourced from charitable contributions or pass-through local government non-federal funds.” It does not make sense for Regulations to require an “external authority” to provide the “operating subsidy” and not an Affiliate when the Affiliate is permitted to make a hard debt loan to the applicant directly. I do not understand why there is a distinction being made by staff between
an Affiliate making a hard debt loan directly but it not being permitted to provide an “operating subsidy” for 25% of the Units.

There has been great time and care put into the crafting of the Supportive Housing definition in the QAP in order to preserve the set-aside for mission-driven projects led by strong non-profit sponsors that will truly serve the target population intended. We implore staff to stand-by the strength of that definition and not terminate two applications that literally meet every single clause. In the case of these Applications, the 100% member and manager of each of the respective General Partners is Caritas – a long-standing and respected nonprofit supportive housing provider in the City of Austin. This structure does not deviate from the structure of past funded Supportive Housing developments without hard debt financing who have been approved to commit to fund their projects’ operations through similar operating subsidy agreements.

At the November 7, 2019 meeting of the Board, staff presented their Reasoned Response to the 2020 Draft QAP including comments specifically made on the new hard debt provision added to the Supportive Housing definition. I want to bring attention to two important features of that response which the Applicants and I fully agree with – 1) Rental vouchers and operating subsidies are feasibility considerations – they are not threshold considerations. These two high-scoring projects in great locations with full local support are being terminated for a feasibility conclusion before they even had the chance to be reviewed by Underwriting staff. This contradicts the way all other affordable housing (including Supportive Housing) projects have been handled in past cycles. 2) The point made by staff that Supportive Housing projects do not have just a singular source of operating subsidy, but in fact a variety is the very nature as to why an Operating Subsidy Agreement was utilized for the projects. The Operating Subsidy Agreement was a way to project-base all of those varied subsidies to the specific project as required by the definition. Staff appeared to understand that process in the Reasoned Response, but this thought pattern was not recognized in the deficiency issued for the Project. The Reasoned Response language is as follows:

“In response to Commenters’ (17) and (32) objection to all Units needing to be supported by project-based rental or operating subsidies if the Supportive Housing Development is to carry permanent debt, staff believes that that assurance of this continued support is important to a feasibility conclusion. Proposed Supportive Housing Developments are not limited to a single source of rental subsidy or operating support; in fact, it is common that a Development access a number of different sources throughout its operations. Staff believes that the definition is sufficiently flexible to allow for more than one form of operating assistance.”

As far as these Projects being financially sound, it is important to make you aware of the partners unequivocally dedicated to these Projects’ success: Caritas – 100% member of both of the respective General Partners of the Applicants, co-Developer and Supportive Service Provider – is an established, non-profit supportive housing provider that has been an integral piece of the City of Austin’s social service fabric for 56 years. Their strength is proven not only in the success of their programs but in their fundraising capabilities – averaging $3,000,000 in private funds annually and $7,400,000 in governamental grants alone in 2018. Caritas has been strategically planning for the development of these Projects by launching a capital campaign – Vision 2025 – to intentionally expand their housing footprint. Caritas is devoted to one mission: ending
homelessness. In order to achieve that mission, a community must have deep-impact, high-quality affordable housing with wrap-around supportive services. In order to increase local capacity and begin to build out a pipeline of this focused housing, Caritas partnered with The Vecino Group. The Vecino Group is a national developer, owner, and asset manager of Supportive Housing projects across the country. They have developed over a 1,000 units of Supportive Housing—many of those projects structured exactly the same as these Projects—tax credit financed with hard debt and a nonprofit sponsor with an operating subsidy ensuring deep targeting. Please see attached letters as Exhibits A and B, respectively, from Caritas and The Vecino Group with further detail and explanation.

It should also be noted that these Projects are two of the highest scoring projects in this year’s tax credit program. Espero Austin at W. 24th is the highest scoring application and Espero Austin at Rutland is tied for the third highest (removing the 5 points for Readiness to Proceed that is based on location). Out of 138 applications, a #1 and #3 ranked application will be terminated based on an “interpretation.” Both of the Projects would be funded in the Region 7 Urban allocation if allowed to move forward.

Aside from the arguments made above, there are policy reasons for why these Applications should not be terminated. As you are well aware, the homeless population in the City of Austin is at a critical and historical level. These projects would provide 222 units of high-quality, supportive housing for homeless persons that otherwise will not exist. It is exactly public-private partnerships like the one proposed between Caritas, The Vecino Group, the City of Austin and TDHCA that can make truly transformational projects such as these a desperately-needed reality. It is unquestionable that the City of Austin has an acute need for additional Supportive Housing. These two Projects, would not only provide relief to this issue, but would establish a pipeline and evidence-based best practice to begin moving the needle in addressing homelessness in the City of Austin.

There is broad support for these Projects with letters from the following individuals sharing important supplemental details as to the strength and success of Caritas, the need for more Supportive Housing and the detriment of the termination:

State Senator Kirk Watson - Exhibit C
State Representative Gina Hinojosa – Exhibit D
Rosie Truelove, Director of City of Austin Neighborhood Housing and Community Development Department – Exhibit E
Stephanie Hayden, Director of Austin Public Health – Exhibit F
Matthew Mollica, Executive Director of ECHO – Exhibit G
Eric Samuels, President and CEO of Texas Homeless Network – Exhibit H
Debbie Thiele, Managing Director of Corporation for Supportive Housing – Exhibit I

To summarize, it is the position of Applicants that staff has misinterpreted the Regulation primarily on the basis that the Regulation nowhere states that it requires an “external authority” to fund an “operating subsidy”; there is precedence for mission-based Supportive Housing funded by TDHCA to have sponsors commit to funding both capital AND operations; an operating subsidy
Bobby Wilkinson
April 13, 2020
Page 5

is inherently a feasibility issue and not a threshold issue; these are two of the highest scoring applications in Texas that are being terminated before their merit can be realized; there are public policy reasons underlying the support for these Projects; and these Projects are strongly supported by Senator Watson, State Representative Hinojosa and key leaders in the City of Austin’s anchor affordable housing and supportive service agencies.

For the above reasons, I respectfully request your reinstatement of the Applications. If you determine the Applications should remain terminated, then please place this item on the next available Board’s agenda.

Very truly yours,

John C. Shackelford

JCS/klm

cc: Marni Holloway, Director of Multifamily Finance (via email)
Sharon Gamble, Administrator, 9% Competitive Housing Tax Credit Program (via email)
Beau Eccles, Esq. (via email)
Jo Kathryn Quinn (via email)
Richard Manzardo (via email)
Jennifer Hicks (via email)
Michelle Snedden (of the Firm)
Kara Hargrove (of the Firm)
April 9, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs

221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
9:1-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson,

I respectfully implore you seriously consider granting our appeal filed for Espero Austin at Rutland and Espero Austin at W. 24th with regard to the 2020 9% Housing Tax Credit applications #20040 and #20041. The developments outlined in our applications will provide an unprecedented model of Supportive Housing in our region. Until now, our region has not performed well to make deeply affordable housing accessible to people experiencing homelessness. These developments change that. Caritas of Austin (Caritas) has been operating Supportive Housing for 14 years and has developed our expertise which permanently ends homelessness for people who have spent years on the streets of our city. Granting our appeal will allow Caritas of Austin to permanently end homelessness for a combined 222 individuals in Austin while increasing our City’s capacity for employing evidence-based practices to effectively end homelessness in the aggregate by adding Caritas of Austin, a capable and strong non-profit housing partner, to the solution.

Our applications have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that is focused on the requirement of a Supportive Housing project to have either project-based vouchers or an operational subsidy on 25% of the units if it is to carry hard debt. Caritas of Austin met the intended simplicity of the newly added language by submitting an Operating Subsidy Agreement, committing ourselves to ensuring the subsidy through private fundraising if other local, state or federally sourced subsidies are not forthcoming. Furthermore, in our response to the deficiency, we provided substantial documentation of available sources of operational subsidy that will be tapped to not only subsidize 25% of the units, but a more aggressive goal of 100% being covered by some form of operational subsidy. Caritas of Austin has strong relationships with, and is a
long-time contractor with federal and city entities for operational subsidies for the homeless population.

I deeply appreciate TDHCA’s Supportive Housing definition which ensures only mission-driven projects, with a history of Supportive Housing provision and experience with the target population, are prioritized to receive funding under this set-aside. However, the QAP does not provide any further clarification or definition as to what is expected of an “operational subsidy.” For this subsidy to be sourced from a third party such as local, state or federal government entities, is not stated in the 2020 rules. This lack of clarity in the rules now threatens two of the highest scoring projects in the State and two projects in line to receive funding in Urban Region 7 (ranked #1 and #3). Additionally, I take exception to the staff’s implication in this decision that third-party funding/vouchers is more predictable or stable than funding from the private sector. Caritas of Austin self-funding the operational subsidy is significantly more stable and predictable than an outside source over which we have no control. As well, there are many philanthropists and charitable corporate partners who prioritize just these kinds of tangible projects which have clear concise outcomes. I have complete confidence in Caritas’ ability to raise these funds year over year.

Caritas of Austin builds wellbeing for people experiencing homelessness so they can reach their full potential. Caritas has been serving people experiencing poverty and homelessness in Austin since 1964. We have a stellar record of evolution with the needs of our community while remaining stubbornly focused on our mission. Through the years our organization has developed longstanding relationships with formidable philanthropists across the region and state. While, as stated above, we are grateful for our strong relationships with government entities; governmental levels of funding are never enough to meet the needs of our clients; and we must have the support of the private sector to maintain high-quality effective service and operations. Caritas is a local nonprofit with years of experience and success permanently ending homelessness for hundreds every year through Supportive Housing. We have a 98% success rate with people who have had extensive homeless experiences (chronic homeless) because our strategies are data-driven and our approach is comprehensive. Keeping people housed requires layers of support to build wellbeing; and Caritas has in-house programming for social supports, mental health, food access, education, job training, job placement and career development. These layers of support are anchored by the client and case manager partnership which is of utmost criticality; resulting in deep understanding and respect. Our high-quality reputation has resulted in the trust and investment of the philanthropic community in Austin and Central Texas.

I have been passionate about ending homelessness since 1979 when, as a young adult, I saw for the first time someone sleeping on the streets of New York. Now people are sleeping on the streets of every major and mid-sized city in Texas. A shared priority of the State of Texas and every major Texas City is to address homelessness. Caritas of Austin’s work is transformational and ends homelessness. I hope that we can leverage the valuable resource of housing tax credits and partner with the State of Texas on an indisputable solution—high-quality affordable housing that builds wellbeing so people can reach their full potential—projects like Espero Austin at W. 24th and Espero Austin at Rutland.

I look forward to your favorable determination to our appeal. If you have any questions, please do not hesitate to contact me at jkquinn@caritasofaustin.org or 512-466-7080.

Respectfully,

Jo Kathryn Quinn, President/CEO
Caritas of Austin

www.caritasofaustin.org
April 10, 2020

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: 9% HTC Application Deficiency Notice TDHCA
    #20040-Espero Austin at Rutland
    #20041-Espero Austin at W. 24th

Dear Executive Director Wilkinson,

This letter is a response to the staff decision to terminate the Espero Austin at Rutland (#20040) application and the Espero Austin at W. 24th (#20041) application. It is our strong belief that the applications meet the definition of Supportive Housing as outlined in the QAP, as well as satisfy the definition of Operating Subsidy located within the QAP. Respectfully, we ask that you consider the following evidence.

• In the termination letter, staff references the definition of Supportive Housing and sites the fact that developments must be supported by project-based rental or operating subsidies for a minimum of 25% of all units. The Espero applications have an operating subsidy agreement that meets this requirement. In terminating the application, staff overlooked the QAP provision that allows for an agreement securing the funds. This provision states “Such documentation shall, at a minimum, identify source and annual amount of the funds, the number of units receiving the funds, and the term and expiration date of the contract or other agreement.” The operating subsidy agreement provided in the Espero applications meets the requirement as outlined in the QAP. In the letter, staff references a portion of our response that is not germane to our attempt to satisfy this provision. The paragraph they quote is merely background information on why vouchers were not available and therefore not relevant to our adherence to the QAP.

• In addition, Staff, diverting completely from the QAP, made the determination that such operating subsidy must now be external and cannot come from Caritas. This seems especially arbitrary when you consider that capital funding commitments for the application do not need to be external. If this had been in the rules, we would have sought an exterior funding backstop. If the rules are changing post application deadline, shouldn’t we have an opportunity to change to an exterior subsidy? As you can see with our attachment, there are numerous ways we can achieve financial security.

• Vecino Group and Caritas chose to work with Jennifer Hicks in large part due to her 20 years experience developing Supportive Housing under the Texas QAP. Over those 20 years, Jennifer
has followed, and nearly memorized the QAP, and never had a terminated application. We believe, with her guidance, we clearly followed the QAP in this instance as well. She did a tremendous job helping put the pieces of this development together and the adherence to the QAP should be honored by TDHCA.

• The absence of project-based vouchers in the City of Austin is not a reason to terminate the application. Instead, it is a compelling reason to fund the Espero Austin projects into existence. A Supportive Housing development that creates a sustainable source of rental assistance and supportive service funding, despite a lack of currently available resources, is a best practice model of creating Supportive Housing in the face of limitations. The takeaway is that the Espero Austin projects will leverage new resources.

• Since 2011, the Vecino Group has developed 18 Supportive Housing communities in 7 states. Under the Supportive Housing portfolio at Vecino Group, 1,196 units have been funded, ending homelessness for 430 households. Of note, 15 of these Supportive Housing developments carry permanent debt containing foreclosure provisions. For examples of successful Vecino Developments that have non-traditional sources of rental assistance, please see the attached document. These developments carry permanent debt, and often also fund services through related entities.

• To deny a project funding because a city does not have available designated funds is to deny housing to the most at-risk populations within said city. The very mission of the Austin and Travis County Housing Agencies depends on finding ways to create Supportive Housing in the absence of available rental assistance. Your QAP outlined a path to doing so. The Vecino Group and Caritas followed those QAP terms verbatim.

Our request is simple. Please do not allow what does not exist (project-based-rental assistance vouchers) to stand in the way of what clearly must exist (Supportive Housing for populations at risk of homelessness). We ask that your decision be guided by both the QAP produced by TDHCA and our shared conviction that all Texas residents deserve quality housing.

Thank you for your consideration.

Sincerely,

Rick Manzano
The Vecino Group
Supportive Housing must contain several elements to be successful, the most important are a service provider and rental assistance to reach the target population. Each of our communities hosts a strong non-profit partner who provides services, on-site for our Supportive Housing developments. On an annual basis, over $2.9 million in services is provided at these developments. As stated above, the other important component is rental assistance, as persons that are homeless must have rental assistance, or the housing will not be successful. Rental Assistance is gained in several different ways in Vecino Group communities. Of the 18 communities in our portfolio, 9 communities have a federal and/or state subsidy contract, 8 communities rely on operating/rent subsidy from the non-profit partner or other related entity and of many of the communities work with Bring It Home, Inc. to secure additional funding.

Bring It Home, Inc. is a nationwide non-profit partner. Bring It Home, Inc. raises money to assist Vecino Group communities and helps us secure rental assistance or services funding even after a deal is operational. Over the last year, Bring It Home, Inc. has provided $207,249 in services funding and rental assistance to assist the overall budgets of our properties.

To better understand how Vecino Group completes Supportive Housing communities and continues to operate them, please note the following examples:

Bodhi Salt Lake City is an 80-unit community. Out of the 80 units, 23 units are set-aside for persons that are chronically homeless and have a severe and persistent mental illness. The 51% general partner is a non-profit developer, Housing Connect. The community was funded through federal and state tax credits. In addition to Housing Connect, Utah Community Action is the on-site, full-time service provider. The services for Bodhi are paid through operating subsidy. When Bodhi was funded, vouchers were not available through the housing authority, to date the 23 units have received housing choice vouchers through the County Housing Authority. Bodhi has been in operation for over two years, with a 96% occupancy rate.

Freedom Place St. Louis is a 68-unit community dedicated to Veterans who are homeless. This community was funded through historic, state and federal tax credits. The services budget at Freedom Place is $577,098 annually. The services budget is paid for through outside fundraising. In addition, the 68-unit community, when originally funded, did not have vouchers connected to the units. Our non-profit partner dedicated their vouchers through Missouri Department of Mental Health to the community. Freedom Place has been in operation since October of 2014, with no evictions, keeping Veterans permanently housed for over 6 years.

Talia Springfield is a 46-unit community, with 23 units set-aside for survivors of domestic violence. Talia was funded through federal and state tax credits. Talia hosts a 51% general partner, Harmony House, who is also the service provider on-site. The services budget for Talia is paid through an operating subsidy. At the time of application, Talia was funded without rental assistance for the 23-units. Since Talia has opened, the rental assistance has been
funded through Harmony House Continuum of Care funds. Talia has been in operation since September of 2017, to date, there have not been any evictions from the set-aside units.

Operating subsidy and outside fundraising are what has made each of our communities successful, to deny a project funding based on the notion that it cannot be done, is denying Supportive Housing to households in Austin and halting any progress made in ending homelessness. These developments will decrease homelessness in Austin by a combined 222 lives uplifted. Vecino Group works to end homelessness nationally and looks forward to partnering with Caritas of Austin, TDHCA, and the City of Austin to continue our company’s mission.
April 7, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing this letter to respectively urge you to grant the appeal filed for Espero Austin at Rutland and Espero Austin at W. 24th with regard to the 2020 9% Housing Tax Credit applications #20040 and #20041. These two applications will deliver desperately-needed Supportive Housing that will immediately end homelessness for a combined 222 individuals in Austin, while also increasing the capacity to further alleviate homelessness by adding another strong non-profit housing partner to the solution.

I understand that both of these Applications have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that requires a Supportive Housing project that is carrying hard debt to have at least 25% of the units “be supported by project-based rental or operating subsidies.” Given the lack of any guidance on this new language, I feel that Caritas of Austin met the intended simplicity of this requirement through their Operating Subsidy Agreement, which commits Caritas of Austin to financially supporting 25% of the units.

Further, it is my understanding from the termination letter sent by the Agency on April 6, 2020 that there might be some concern that the funds are not being committed from an “external entity.” I have two issues with this interpretation. First, Caritas is separate and apart from the development. While Caritas is a partner of each Applicant partnership, it is a separate legal entity. Secondly, there is no stated requirement in the rules that the funding be committed from an “external entity.” Even if the Agency does not believe Caritas to be legally distinct from the Applicants, such a distinction for purposes of providing the support for 25% of the units was not set forth as a requirement of the rule and therefore is an inappropriate standard to apply to the Applicants here.
TDHCA staff has crafted a Supportive Housing definition with several checks and balances that ensures that only mission-driven projects with a history of Supportive Housing provision and experience with the target population are able to receive funding under this set-aside. The QAP does not provide any further clarification or definition as to what is expected of an “operational subsidy.” If the intent was for this subsidy to be local, State or Federally-sourced, then I encourage us to explore that change in next year’s QAP without terminating two of the highest scoring projects in the State and two projects in line to receive funding in Urban Region 7 (ranked #1 and #3).

Caritas of Austin — as a local nonprofit with a track record of success and years of experience in addressing housing instability through supportive housing — is a supremely qualified nonprofit to deliver additional high-quality, deep-impact, intensely-supportive housing to our neighbors who need it most. Their success in keeping people housed is due to the wrap-around supports that stabilize lives. The food program ensures people have healthy food as they rebuild their lives. Education classes teach life skills so people can reach their full potential. Job placement and career development build strong futures for families. Most important is the core relationship between Caritas of Austin staff and the people they serve — a deep understanding and respect.

Caritas of Austin’s work is transformational and ends homelessness. A shared priority of the State of Texas and every major Texas City is to address homelessness. I hope that we can leverage the valuable resource of housing tax credits in order for the State of Texas to partner on an indisputable solution – high-quality affordable housing with wrap-around supportive services as defined by projects like Espero Austin at W. 24th and Espero Austin at Rutland.

I look forward to your favorable determination to grant the applicant’s appeal. If you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Senator Kirk Watson
EXHIBIT D

GINA HINOJOSA

STATE REPRESENTATIVE • DISTRICT 49

April 13, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I have recently learned that Espero Austin at Rutland and Espero Austin at W. 24th - two projects that will deliver desperately-needed Supportive Housing to the City of Austin – have been terminated due to an interpretation of newly added language to the 2020 Qualified Allocation Plan that is focused on the requirement of a Supportive Housing project to have either project-based vouchers or an operational subsidy on 25% of the units if it is to carry hard debt. I write today to express both my belief in the important work that Caritas of Austin is doing every day to end homelessness and to the need for affordable housing options, including and especially, permanent supportive housing in the district that I represent.

Caritas of Austin is a local nonprofit with much community support that has a track record of success and years of experience in addressing housing instability through supportive housing. Caritas of Austin touts an outstanding 98% success rate in housing persons who have experienced long-term homelessness.

The need for these services is large and growing according to the most recent “Point in Time” count which demonstrated a 5% increase. Many of those living in a state of homelessness are within the district that I represent which has the largest counted population of people experiencing homelessness in Austin. Both Espero projects are within the district that I represent.

While I understand there are other worthy proposals for Austin for you to consider and your determination must take into account various factors, to the extent that the experience of the applicant and the extreme need for the services are relevant considerations, I submit this letter.

Thank you for your consideration,

Gina Hinojosa
State Representative, District 49
April 9, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TCHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TCHCA #20041

Dear Mr. Wilkinson:

I am writing this letter to supplement the previous letter I submitted with the Deficiency Response for Caritas of Austin’s two proposed 2020 Housing Tax Credit affordable housing developments – Espero Austin at Rutland and Espero Austin at W. 24th. I recently learned that the Deficiency Response was not accepted and both applications have been terminated. Termination of these two projects will be a detrimental blow to the City of Austin’s progress in building a pipeline of high-quality, supportive housing that will serve exclusively persons previously experiencing homelessness.

I want to stress the importance of these two projects in the City of Austin’s collective response to ending homelessness. They will not only provide housing stability for persons with extremely low incomes, but will dig deeper. These two projects will serve persons coming directly off the Coordinated Entry system – a nationally-recognized community prioritization tool that distinguishes the most vulnerable of our City’s homeless. While we have many high-quality affordable housing communities in the City of Austin, not enough units have been dedicated exclusively to this population. As a housing provider that is intimately familiar and unilaterally dedicated to ending homelessness, Caritas of Austin is uniquely positioned to serve highly vulnerable people experiencing homelessness who have multiple barriers to stable housing. Likewise the City of Austin is uniquely positioned with multiple funding sources to include local and federal to infuse crucial gap financing, with a scoring mechanism that prioritizes these units for funding.

I would also like to emphasize the strength of Caritas of Austin. The agency is a leading nonprofit homeless housing and service provider who have a singular goal – ending homelessness. They have been a trusted provider of supportive housing in Austin for more than
13 years and have had unparalleled success in keeping Austin's hardest to serve with roofs over their head. Espero Austin at Rutland and Espero Austin at W. 24th are not just supportive housing units we hope to have - they are mission critical and fundamental in moving the needle on alleviating homelessness.

In my previous letter, I provided information on all the subsidy resources that Caritas of Austin already taps and that will be available to persons living in these two communities. I explained that these resources are tenant-based by nature. Caritas of Austin is intimately familiar with the way subsidy funding in Austin flows and that is why they submitted an Operating Subsidy Agreement to "project-base" the ample funding that will flow to them in the form of operating subsidies from local and federal-pass through dollars. To require a project-based subsidy from an external source at the time of application for tax credits (approximately two years before a project is actually placed in service) is not in alignment with the way local housing subsidies are administered. However, I will stress that the City of Austin has an infused capital program with $250 million Affordable Housing General Obligation Bond Program approved in 2018. These local resources are aimed directly at funding affordable housing developments that serve Austin's low-income communities. This is in addition to its Housing Trust Fund and federal dollars that directly support affordable housing developments applying for local gap financing.

As an additional testament to the strength, value and success of Caritas of Austin in our community, please know that the City of Austin just awarded the first contract providing emergency rent relief to address the economic impacts of COVID-19 in our community. Caritas of Austin was selected to administer this program. In this time of crisis, we are looking to Caritas of Austin. We hope that TDHCA will make this same choice when considering this appeal.

Caritas of Austin's two proposed housing developments provide an ideal opportunity for the City of Austin to partner with the State of Texas to address chronic homelessness in a comprehensive and thoughtful manner. We look forward to the opportunity to leverage our existing capital resources and future operational subsidies to ensure these developments are successful.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rosie Truelove
Director
April 10, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am delighted to write this letter to support Caritas of Austin and the two proposed 2020 Housing Tax Credit affordable housing development projects; 1) Espero Austin at Rutland and 2) Espero Austin at W. 24th.

Austin Public Health has a long-standing relationship with Caritas of Austin. Caritas of Austin is a key agency in the City of Austin’s team of nonprofits. This agency is working tirelessly to end homelessness in our community. Their outstanding achievements include the following:

- Maintaining a professional relationship with the City of Austin for over 20 years.
- They are the recipients of over $3.9 in annual contracts with Austin Public Health. These contracts provide rental subsidies and supportive service funding for Caritas of Austin’s various strategies for providing supportive housing.
- Caritas of Austin is the lead and fiscal agent for Austin Public Health’s largest supportive housing program; Best Single Source Plus. A collaborative preventing and ending homelessness in Austin and Travis County since 2005.

The City of Austin is in dire need of high-quality, affordable housing with wrap-around supportive services that will serve persons experiencing homelessness. These projects will not only meet this goal but will also add much-needed capacity to Austin’s mission-based affordable housing developers.
While others may be uncertain of Caritas of Austin's ability to attract operating and rental subsidies for their new projects, we feel very confident in their abilities.

Caritas has decades long tradition of providing support to those in need in our community. The strength, success and dedication of Caritas of Austin is unparalleled in their work to ending homelessness in Austin. They are beyond qualified to take the next step into owning their own supportive housing communities. Their long history of contracts with Austin Public Health provides testament to the operating and supportive service fundraising ability that will benefit the proposed projects.

Austin Public Health fully supports Caritas of Austin in their endeavor to develop and own new supportive housing in our community. Caritas of Austin has demonstrated strength in our community, a successful track record and their commitment to ending homelessness. Your consideration of this proposal is greatly appreciated.

Sincerely,

Stephanie Y. Handler, LMSW
Director - Austin Public Health
April 9, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I have recently learned the devastating news that Caritas of Austin's two proposed 2020 Housing Tax Credit affordable housing developments — Espero Austin at Rutland and Espero Austin at W. 24th — have been terminated. I represent the Ending Community Homelessness Coalition (ECHO) — the lead agency in Austin in charge of implementing community-wide strategies to end homelessness in Austin and Travis County. Caritas of Austin is a fundamental partner in this work delivering a package of wrap-around services and housing programs that deliver hope and homes to persons experiencing homelessness on a daily basis.

I am wholly supportive of the two new Projects and the tremendous impact that they will have on the way the City of Austin addresses homelessness. In my daily struggle to realize solutions to ending homelessness, I know that Supportive Housing is an incomparable evidence-based strategy that keeps persons experiencing homelessness compassionately housed and off streets and out of shelters. In the City of Austin, as in most Cities across Texas, the major hurdles to creating more Supportive Housing units to end homelessness are three-fold:

1) **CAPACITY:** There are not enough mission-based nonprofits doing this work. Supportive Housing development, ownership and management is unique. It is paramount that the provider intimately understands the population and has a success-based strategy for serving this population. Caritas of Austin is a leader in their work and supremely qualified. We cannot keep relying on the same providers to deliver units, we will never scale up and we will never make a dent. The two projects by Caritas of Austin is an intentional measure to respond to our affordable housing crisis and begin delivering units on a larger scale by a qualified provider.

2) **FUNDING:** In order to move the needle on addressing homelessness, we need to change the way we develop projects. By allowing Supportive Housing projects to carry a sliver of hard debt, you are freeing up valuable contributions in our community to funnel toward the life-giving operational subsidies and supportive services crucial to this housing. Caritas of Austin is a powerful fundraiser due to the success and impact of their work. We must accept other ways of capitalizing and funding Supportive Housing to break through this hurdle. The new language in the QAP that allows hard debt for Supportive Housing does just this. I kindly ask the TDHCA ED and Board to stand by their just decision to add this clause to the QAP, and allow these two very worthy projects to proceed.

3) **TARGET POPULATION:** ECHO's work is focused on systems that address homelessness. One of our primary tools in that system is our Coordinated Entry and Assessment — a prioritization tool that measures a homeless person's vulnerability. This system allows resources to be pooled for persons who need it the most. Caritas is unwavering in their participation and dedication to this prioritization tool. There is a dire need for Supportive Housing units that are dedicated to this system. Every person that comes off this list and into housing is a life saved and one-by-one our homeless count is reduced. Only with projects like Espero Austin dedicated to this community-based system, will we make progress.
I am appreciative of your time and hope that the State of Texas will partner with the excellent tools and resources in place in Austin to deliver these two significantly impactful projects to our City.

If you have any questions, please do not hesitate to contact me.

Most Sincerely,

Matthew Mollica
Executive Director
April 10, 2020

Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Mr. Wilkinson:

I am writing this letter in support of Caritas of Austin’s two proposed 2020 Housing Tax Credit affordable housing developments – Espero Austin at Rutland and Espero Austin at W. 24th. Texas Homeless Network (THN) is a statewide non-profit helping communities strategically plan to prevent and end homelessness. We believe these two projects represent a path forward to alleviating homelessness in Austin by leveraging local homeless response systems’ planning and resources with State of Texas housing tax credit dollars. The Espero Austin projects provide an important opportunity for the State of Texas to become a champion and best practice model of addressing homelessness across the state.

I have learned that both of these crucial projects have been terminated due to an interpretation of the newly added language in the definition of Supportive Housing related to an operating subsidy requirement for Supportive Housing projects to have 'hard debt'. I want to make two important points related to this new language and these two specific projects:

1) As a State, we need to begin looking at new opportunities to scale up our production of deeply affordable rental housing with wrap-around Supportive Services that dig deep to explicitly target persons experiencing homelessness. By allowing mission-based Supportive Housing with strong nonprofit partners to carry hard debt, you are freeing up those organizations to instead fundraise for the operating subsidies and supportive service dollars that are paramount to success. We need more units. We need to build out more capacity in our Texas Cities. We need to leverage new dollars.

2) Caritas of Austin is an anchor homeless service and supportive housing provider with merit and recognition across the state for the work they do every single day in Austin to end homelessness. I consider their housing programs a best practice example of an intentional and evidence-based tool to increasing housing
stability and alleviating homelessness. Caritas has been a partner of THN for decades and I consider them one of the strongest nonprofits in the State to do this work. To deny Caritas of Austin the opportunity to deliver these two Projects, would be a serious mistake and a grave hindrance to the work to be done to end homelessness across the State.

I am hopeful that you consider my testament of the strength and distinction of Caritas of Austin as an organization uniquely and supremely qualified to develop these Projects and of the importance of the State of Texas to lead the work in addressing homelessness across our great State.

If you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Eric Samuels
April 9, 2020

Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street, Austin, Texas 78701

RE: Caritas of Austin letter of support

Dear Mr. Wilkinson:

I am writing this letter in support of Caritas of Austin and their efforts to bring new supportive housing to the City of Austin and the State of Texas. Corporation for Supportive Housing (CSH) is a national nonprofit dedicated to advancing solutions that use housing as a platform for services to improve the lives of the most vulnerable people, maximize public resources and build healthy communities. Because of our goals we are deeply invested in partners who share our vision to use housing as the proven cost-effective solution to ending homelessness, alleviating poverty and creating healthier communities.

CSH has been a tireless advocate in increasing opportunities for the provision of supportive housing in states and cities across the nation, and we know we can’t do it alone. We see the need for local partners with capacity and tenacity to drive the work forward. Caritas has been such a partner. They have a well-established track record as a housing provider with familiarity and experience understanding the needs of vulnerable populations, and a dedication to meeting the needs of those populations by raising funds for crucial subsidies and supportive services.

CSH has had the pleasure of working with Caritas of Austin in the local Pay for Success program – a model for public-private partnership which funds social services dedicated to the highest priority of Austin’s chronic homeless population in a performance-based contract. We have seen first-hand the commitment, experience and vitality of this organization in their work to end homelessness.

We believe Caritas of Austin’s current plans to create new supportive housing offer a step forward in the State’s responses to homelessness and its efforts to address the needs of its most vulnerable residents. We encourage TDHCA to continue to work with Caritas to refine their important plans, if at all possible, and to further these types of important efforts develop quality supportive housing. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Most Sincerely,

Debbie Thiele
Managing Director, Western U.S.
206.234.2518, debbie.thiele@csb.org
May 7, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors in directing our state’s Low Income Housing Tax Credit program in particular. As you know, LIHTC is a critical program for the distribution of safe and respectful housing which builds well-being and provides stability for thousands of people across the state of Texas. As the District 4 representative on Austin City Council, and in whose district Espero Austin at Rutland will be located, I know that this project will bring much needed housing and services to my constituents. I am writing to express my absolute support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at the May 21st meeting of the TDHCA Board of Directors – Espero Austin at W. 24th (TDHCA #20041) and Espero Austin at Rutland (TDHCA #20040.)

It is my understanding that these two projects have been terminated due to an interpretation of newly added language in the State’s funding rules and involves no wrongdoing or lack of integrity or merit in the proposed projects. This is unfortunate and hard to accept given the overwhelming need for these units and the strong nonprofit Sponsor that is behind these projects. I respectively ask you as a Board member to reinstate these valuable projects. Projects that will not only help address local priorities, but are also high-scoring projects within the LIHTC program achieving the State’s desired priorities and purpose.

Addressing homelessness is a top priority for City of Austin leadership, and I understand well the urgent need for deeply affordable and supportive housing in Austin for persons experiencing homelessness. Caritas’ projects represent a critical opportunity to target 100% of two projects’ units to people experiencing homelessness which is a desperate need in our community. These projects also go beyond the 222 units of a success-based, transformative supportive housing model; they enable our community to expand capacity and add high-quality providers that will actually begin to move the needle on ending homelessness. These units are simply not something our community would like to have, they are units that we need.
Caritas is exceptionally equipped to ensure the success of these two projects. Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Their developments represent the power of public-private partnerships Caritas has leveraged throughout its history. I am confident they have broad support that will result in enduring deeply affordable housing developments that will be an asset to our community as well as the State of Texas.

Respectfully,

Greg Casar
May 7, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service on the TDHCA Board of Directors. I am particularly grateful for your leadership in directing our state’s Low-Income Housing Tax Credit program, which creates safe and stable housing for thousands of people across the state of Texas. As the District 9 representative on Austin City Council where Espero Austin at W. 24th will be located, I am writing to express my solid support for Caritas of Austin’s two supportive housing developments before you on appeal at the May 21st meeting of the TDHCA Board of Directors: Espero Austin at W. 24th (TDHCA #20041) and Espero Austin at Rutland (TDHCA #20040).

It is my understanding that these two projects have been terminated due to an interpretation of newly added language in the State’s funding rules rather than on project merit. Given the overwhelming need our community has for supportive housing units and the strong track record Caritas has earned, I respectively ask you to reinstate these valuable projects, which will not only help address local priorities, but will advance the LIHTC program’s primary goals and purpose.

Addressing homelessness is a top priority for City of Austin leadership, and our city has an urgent need for deeply affordable and supportive housing for individuals experiencing homelessness. Caritas’s Espero projects would target 100% of the units in two development projects to individuals experiencing homelessness. These projects go beyond the 222 units of a success-based, transformative supportive housing model; they enable our community to expand capacity and to add high-quality providers that will begin to move the needle on ending homelessness in our city. These units are simply not something our community would like to have; they are units that we need.

Caritas is exceptionally equipped to ensure the success of these two projects and the individuals who will come to reside those communities. Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders, and community stakeholders. Their developments represent the power of the public-private partnerships Caritas has leveraged throughout its history. I am confident they have broad support that will result in enduring, deeply affordable housing developments which will be an asset to our community as well as the State of Texas.
Thank you for your consideration. I would be pleased to provide you with any additional information you may require.

Respectfully,

Kathie Tovo, Ph.D.
Council Member District 9
May 7, 2020

Ms. Leslie Bingham, Vice-Chair
Mr. Paul A. Braden, Board Member
Ms. Sharon Thomason, Board Member
Mr. Leo Vasquez, Board Member
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

Dear TDHCA Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As CEO of LifeWorks, I am writing you to express my unqualified support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041).

LifeWorks and Caritas are long-time collaborative partners in Austin’s efforts to ensure housing stability and success for the community’s most vulnerable individuals and families. I acknowledge the need for deeply affordable housing in Austin; particularly that which is accessible to our client population. Caritas’ projects are a critical opportunity to target 100% of two projects’ units to people experiencing homelessness; and Caritas is exceptionally equipped to ensure their success. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand capacity to deliver more units of this transformative and success-driven housing model by an organization who intimately understands the target population.

Our organization works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. I can attest to the desperate need for these units and to the unparalleled credentials of Caritas of Austin in providing these units.

Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Caritas of Austin works collaboratively with our community’s safety net providers and has the experience, funding and dedication required to deliver lasting solutions to ending homelessness.

I wholeheartedly support these two properties as a vital component of our community’s strategy to house individuals and families. Please do not hesitate to reach out if you have any questions.

My thanks,

Susan McDowell
CEO
May 8, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As the leader of Integral care, the Local Mental Health Authority in Travis County, I am writing to express my support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041.)

For more than 50 years, Integral Care has helped people build health and well-being so everyone has the foundation to reach their full potential. We support adults and children living with mental illness, substance use disorder and intellectual and developmental disabilities in Travis County. Our services include a 24-hour helpline for anyone who needs immediate support, ongoing counseling to improve mental health, drug and alcohol treatment to help with recovery, and housing to regain health and independence.

Our organization serves over 5,400 individuals experiencing homelessness, and we understand well the urgent need for low barrier deeply affordable housing in Austin. Caritas’ projects are a critical opportunity to serve the most in need in our community; and we believe that Caritas is well positioned and equipped to meet this need. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand our deeply affordable housing capacity.

Integral Care works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. We support Caritas of Austin and stand behind their commitment, experience, and dedication to deliver lasting solutions to ending homelessness.

Respectfully,

David Evans  
Chief Executive Officer
May 7, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs (TDHCA)  
221 E. 11th Street, Austin, TX 78701-2410

Dear Board Members,

Thank you for your service on the TDHCA Board of Directors, overseeing and directing valuable resources important to expanding affordable housing in Texas. I’m the Co-CEO of The SAFE Alliance (SAFE | stop abuse for everyone), a longstanding community-based nonprofit organization (and TDHCA grantee), located in Austin. I am writing this letter of support for Caritas of Austin’s two Supportive Housing developments, which you are considering on appeal at your 5/21/2020 meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041.)

SAFE works to address and prevent sexual violence, human trafficking, and family violence (including child abuse, and domestic/dating violence), primarily in the City of Austin/Travis County. We know the urgent need for deeply-affordable housing in Austin, including housing that is accessible to the youth, adults and families whom we serve.

Caritas of Austin’s aforementioned two projects target 100% of their units to people experiencing homelessness. This agency is highly-equipped and has the required expertise and understanding to ensure the success of this target population, which continues to grow in the Austin area. Caritas of Austin’s projects will help offer solutions to ending homelessness in this community.

SAFE has partnered with Caritas of Austin for years, as part of a safety net of nonprofit service and housing providers that serve individuals and families who have endured homelessness. Caritas of Austin has served our Austin community for 55 years. In addition to working collaboratively with service providers, this agency also has strong relationships with many philanthropists, local government leaders, and other key community stakeholders.

SAFE appreciates your consideration of this letter of support.

Best regards,

Kelly White, Co-Chief Executive Officer
May 8, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As the Area Command Social Services Director of The Salvation Army, a community-based nonprofit organization in Austin, I am writing to you to express my resounding support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041.)

Our organization serves men, women and children experiencing homelessness, and I understand well the urgent need for deeply affordable housing in Austin; particularly that which is accessible to our client population. Caritas’ projects are a critical opportunity to target 100% of two projects’ units to people experiencing homelessness; and Caritas is exceptionally equipped to ensure their success. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand capacity to deliver more units of this transformative and success-driven housing model by an organization who intimately understands the target population.

Our organization works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. I can attest to the desperate need for these units and to the unparalleled credentials of Caritas of Austin in providing these units. We have many years of experience of collaboration with Caritas and recommend them without reservation.

Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Caritas of Austin works collaboratively with our community’s safety net providers and has the experience, funding and dedication required to deliver lasting solutions to ending homelessness.

Respectfully,

Kathleen Ridings  
Area Command Social Services Director
May 7, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As the leader of Front Steps, a community-based nonprofit organization in Austin, I am writing you to express my resounding support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041). At Front Steps, we are 100% committed to ending homelessness, and do this partly through our managing of the ARCH Shelter in Downtown Austin. We see many individuals who struggle to gain enough income to pay rent in Austin. Being our neighbor in this effort, Caritas also knows this challenge all too well, and is trying to do something about it.

At Front Steps we see the most vulnerable and in need homeless individuals in our city, and I understand well the urgent need for deeply affordable housing in Austin; particularly that which is accessible to our client population. Caritas’ projects are a critical opportunity to target 100% of two projects’ units to people experiencing homelessness; and Caritas is exceptionally equipped to ensure their success. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand capacity to deliver more units of this transformative and success-driven housing model by an organization who intimately understands the target population.

Our organization works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. I can attest to the desperate need for these units and to the unparalleled credentials of Caritas of Austin in providing these units.

Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Caritas of Austin works collaboratively...
"Everyone deserves a safe place to call Home."

with our community's safety net providers and has the experience, funding and dedication required to deliver lasting solutions to ending homelessness.

If there is any question about whether or not Caritas's application should be approved, please take into consideration their long and unqualified commitment and integrity in serving Austin's most vulnerable population.

Respectfully,

Greg McCormack, M.Ed.
Executive Director
Front Steps
May 7, 2020

Ms. Leslie Bingham, Vice-Chair  
Mr. Paul A. Braden, Board Member  
Ms. Sharon Thomason, Board Member  
Mr. Leo Vasquez, Board Member  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As the leader of Family Eldercare, a community-based nonprofit organization in Austin, I am writing you to express my resounding support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041).

Our organization serves older adults and adults with disabilities, and I understand well the urgent need for deeply affordable housing in Austin; particularly that which is accessible to our client population. Caritas’ projects are a critical opportunity to target 100% of two projects’ units to people experiencing homelessness; and Caritas is exceptionally equipped to ensure their success. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand capacity to deliver more units of this transformative and success-driven housing model by an organization who intimately understands the target population.

Our organization works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. I can attest to the desperate need for these units and to the unparalleled credentials of Caritas of Austin in providing these units.

Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Caritas of Austin works collaboratively with our community’s safety net providers and has the experience, funding and dedication required to deliver lasting solutions to ending homelessness.

Respectfully,

[Signature]

Kent Herring  
Chief Executive Officer  
Family Eldercare

generously supported by

St. David's Foundation

Austin: 1700 Rutherford Lane I Austin, TX 78754  Georgetown: 805 W University Avenue I Georgetown, TX 78626 (by appt)
p. 512.450.0844  f. 512.459.6436 FamilyEldercare.org
May 7, 2020

Ms. Leslie Bingham, Vice-Chair
Mr. Paul A. Braden, Board Member
Ms. Sharon Thomason, Board Member
Mr. Leo Vasquez, Board Member

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

Dear Board Members,

Thank you for your public service and leadership via the TDHCA Board of Directors as you oversee and direct valuable resources critical to the expansion of affordable housing in our State. As the leader of ECHO, a community-based nonprofit organization in Austin, I am writing you to express my resounding support for Caritas of Austin’s two Supportive Housing developments which are before you on appeal at your May 21st meeting – Espero Austin at Rutland (#20040) and Espero Austin at W. 24th (#20041.)

Our organization serves as the CoC lead agency for Austin / Travis County, and I understand well the urgent need for deeply affordable housing in Austin; particularly that which is accessible to our client population. Caritas’ projects are a critical opportunity to target 100% of two projects’ units to people experiencing homelessness; and Caritas is exceptionally equipped to ensure their success. Our community will not be able to adequately address the rising population of persons experiencing homelessness until we remove barriers and expand capacity to deliver more units of this transformative and success-driven housing model by an organization who intimately understands the target population.

Our organization works closely with Caritas of Austin in a tight-knit and intentional safety net of nonprofit service and housing providers – each uniquely dedicated to serving persons experiencing homelessness. I can attest to the desperate need for these units and to the unparalleled credentials of Caritas of Austin in providing these units.

Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders and community stakeholders. Caritas of Austin works collaboratively with our community’s safety net providers and has the experience, funding and dedication required to deliver lasting solutions to ending homelessness.

Respectfully,

Matthew Mollica
Executive Director
May 11, 2020

Ms. Leslie Bingham, Vice-Chair
Mr. Paul A. Braden, Board Member
Ms. Sharon Thomason, Board Member
Mr. Leo Vasquez, Board Member
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

RE:

Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Board Members,

I am writing this letter as a Housing Policy Director with the University of Texas Student Government. I am also the UT Student Government representative on two neighborhood-related organizations – University Area Partners and Central Austin Neighborhood Plan Area Committee – where I had the opportunity to listen to the presentation given on Caritas of Austin’s two proposed projects. I am supportive of Caritas of Austin’s effort to expand the availability of high-quality affordable housing to our neighbors who need it the most.

I am particularly interested in the project located at 911-915 W. 24th – Espero Austin at W. 24th. As a student that lives in the West Campus area that will house this project, I am very supportive of new housing opportunities that will bring deeply affordable units to this area. I also appreciate the deep impact that will be made by the proposed project – providing low cost housing with built-in supportive services that help individuals stabilize and integrate in our community.

Our community needs more high-quality housing providers stepping up to the plate to develop a pipeline of deeply affordable housing. The West Campus area is a dense, pedestrian-oriented neighborhood which I feel is a great location for the Espero Austin at W. 24th project. The new density added to West Campus has transformed the area into a high opportunity, transit-connected, pedestrian-oriented community that should be equitably available to all.

I thank you so much for your time and consideration of my voice and lived experience in the community. If you have any questions, please do not hesitate to contact me.

Most Sincerely,

Rylan Maksoud
rylanm@utexas.edu
713-447-6005
May 11, 2020

Ms. Leslie Bingham, Vice-Chair
Mr. Paul A. Braden, Board Member
Ms. Sharon Thomason, Board Member
Mr. Leo Vasquez, Board Member
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

Dear Board Members,

I am writing to express my overwhelming support for Caritas of Austin’s two supportive housing developments which are before you on appeal at the May 21st meeting of the TDHCA Board of Directors: Espero Austin at W. 24th (TDHCA #20041) and Espero Austin at Rutland (TDHCA #20040). I am asking that you consider the reinstatement of these two applications due to the significant impact that this supportive housing will have for people experiencing homelessness in our community. A rejection of these projects would be a substantial setback to shared state and local interests in addressing the many impacts of homelessness in Austin.

It is my understanding that the applications for these two projects have been terminated due to an interpretation of newly added language in the State’s funding rules. It is also my understanding that Caritas of Austin applied under this rule in order to specifically expand the capacity of nonprofit sponsors to deliver services and support to populations in greatest need. Caritas of Austin has followed the rules as written, and these applications have both integrity and merit. I respectfully ask that you reinstate these supportive housing projects in the LIHTC program.

Addressing homelessness is a top priority for the City of Austin, but these projects address more than local needs, they also support the state’s priorities. The high-ranking score of both applications within the LIHTC program competition indicates a strong alignment with the types of projects that TDHCA seeks to support. Caritas of Austin’s projects represent a critical opportunity to target 100% of units to people experiencing homelessness. The urgent need for deeply affordable and supportive housing in Austin for persons experiencing homelessness cannot be overstated. I am grateful that our priorities are so well aligned in seeking to really move the needle on ending homelessness.

Caritas of Austin has applied for financing with the Austin Housing Finance Corporation (AHFC) through the Rental Housing Development Assistance (RHDA) program. These applications are currently under review by City of Austin staff and have been assessed very favorably thus far, with considerably high scores on the initial quantitative assessment.
RHDA process includes three additional stages of qualitative assessment, which, due to the quality of the proposal and the population served, should result in a positive outcome for these applications. It has been the consistent practice of AHFC to prioritize support for applicants receiving competitive tax credit awards from TDHCA. Should these applications be reinstated, it is likely that AHFC will award the requested financing; however, no formal commitment will be made prior to the AHFC Board meeting in August. The City of Austin looks forward to leveraging funding for projects that increase our community’s capacity to house people experiencing homelessness and add high-quality partners with a proven capability of providing supportive services.

Caritas of Austin is exceptionally well qualified to ensure the success of these two projects, as demonstrated by 98% of their supportive housing residents remaining in housing. Caritas of Austin has been serving our community for 55 years, forging deep and established relationships with a broad range of philanthropists, local government leaders, and community stakeholders. Their developments represent the power of public-private partnerships and broad community support that Caritas of Austin has uniquely leveraged throughout its history. I am confident that these projects will result in deeply affordable housing developments that will be an enduring asset to the Austin community and to the State of Texas.

Respectfully,

Steve Adler
Mayor
City of Austin
May 11, 2020

Ms. Leslie Bingham, Vice-Chair
Mr. Paul A. Braden, Board Member
Ms. Sharon Thomason, Board Member
Mr. Leo Vasquez, Board Member
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701-2410

RE: Espero Austin at Rutland
1934 Rutland Drive, Austin, TX 78758
TDHCA #20040

Espero Austin at W. 24th
911-915 W. 24th Street, Austin, TX 78705
TDHCA #20041

Dear Board Members,

I am writing this letter as the Senior Pastor of the University United Methodist Church, Austin. My congregation regularly serves people who are experiencing homelessness in the University neighborhood; and while our services are vital, it is always my desire for the people we serve to have the opportunity to live in safe and decent permanent housing. I am supportive of Caritas of Austin’s effort to expand the availability of high-quality affordable housing to our neighbors who need it the most.

I am particularly interested in the project located at 911-915 W. 24th – Espero Austin at W. 24th. As a faith leader in the University area that will house this project, I am very supportive of new housing opportunities that will bring deeply affordable units to this area. I also appreciate the deep impact that will be made by the proposed project – providing low cost housing with built-in supportive services that help individuals stabilize and integrate in our community.

Our community needs more high-quality housing providers stepping up to the plate to develop a pipeline of deeply affordable housing. The West Campus area is a dense, pedestrian-oriented neighborhood which I feel is a great location for the Espero Austin at W. 24th project. The new density added to West Campus has transformed the area into a high opportunity, transit-connected, pedestrian-oriented community that should be equitably available to all.

I thank you so much for your time and consideration of my voice and experience in the community. If you have any questions, please do not hesitate to contact me.

Most Sincerely,

[Signature]

Rev. Dr. John Elford
Senior Pastor, University UMC, Austin Texas
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
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