2020 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2020 Multifamily Uniform Application Certification

Development Name: Kestrel on Cooper

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.

Kestrel on Cooper, LLLP

By: [Signature]

Megan Lasch

Printed Name: President

Title

Date

Sworn to and subscribed before me on the [Date] by Megan Lasch

(Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

2/14/2020
2020 HTC
Full Application

Part 1 Tab 2

Development Owner Certification, Acknowledgement, and Consent
The Certification, Acknowledgement, and Consent of Development Owner

**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](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- [ ] 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.

  - 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.

- [ ] 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

- [ ] 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)

- [ ] 10 TAC §11.901(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.

2/21/2020
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)(l) 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.

_____ 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.

_____ 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.

_____ 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)

- [x] 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.

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: Megan Lasch

Signature

Megan Lasch

Printed Name

President

Title

2-17-20

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Megan Lasch, 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 17th day of February, 2020

(Seal)

ALICE MAY WOODS
Notary Public Signature

Notary ID #132185678
My Commission Expires September 25, 2023
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 §2306.5720 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,
waivants, 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

January 2, 2020
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 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.
THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Megan Lasch, 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 17th day of February, 2020

(Seal)

ALICE MAY WOODS
Notary ID #132185678
My Commission Expires September 25, 2023

Notary Public Signature
2020 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- Multifamily Direct Loan Certification is included behind this tab.
- 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
### Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Lasch</td>
<td>(830) 330-0762</td>
<td>NA</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
<td>(830) 330-0762</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>5501-A Balcones Dr. #302</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td>Office</td>
</tr>
<tr>
<td>City</td>
<td>TX</td>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
<td>78731</td>
<td>Zip</td>
</tr>
</tbody>
</table>

### Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td>NA</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>(512) 789-1295</td>
</tr>
</tbody>
</table>

### Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td>NA</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>1305 E 6th, Ste 12</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td>Office</td>
</tr>
<tr>
<td>City</td>
<td>TX</td>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
<td>78702</td>
<td>Zip</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 1 Tab 6

Self Score Form
### 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>
</tr>
</tbody>
</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>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</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>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</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>6</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**: 51

#### 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></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local 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>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total**: 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</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>
</tr>
<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>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Application Self Score**: 132

2/21/2020
2020 HTC
Full Application

Part 2 Tab 7

Site Information Form Part I
### Development Address (All Programs)

**2017-2025 S. Cooper St.**  
**Address**  
**Arlington**  
**ETJ?**  
**No**  
**City**  
**Urban**  
**County**  
**Rural/Urban**  
**Tarrant**  
**Rural via §11.204(5)(B) Rural Designation**  
**Zip**  
**3**  
**76010**  
**No**  
**Urban No**  

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>Median Household Income:</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48439122801</td>
<td>32500</td>
<td>4q</td>
<td>35.3</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(h)]

- 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 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:

  - 20168, 20166, 20017

### 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 contiguous to or within 1,000 feet of the site for any other 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.

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

**Development Site is appropriately zoned?**  
**No**  
**Zoning Designation:** **CC (community commercial)**  
**Flood Zone Designation:**  
**Entire Development Site is outside the 100 year floodplain.**  
**Yes**  
**Farmland Designation**  
(To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):  

---

2/21/2020
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.


   Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Davis Elementary School</td>
<td>K through 6</td>
<td>MS D</td>
</tr>
<tr>
<td>Bailey Junior High</td>
<td>7 through 8</td>
<td>MS B</td>
</tr>
<tr>
<td>Arlington High School</td>
<td>9 through 12</td>
<td>MS B</td>
</tr>
</tbody>
</table>

   - 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.
The development site at pre-application included the addresses 2015 to 2025. After pre-application the development site was modified to remove the 2015 parcel and the purchase and sale contract was amended to include the addresses 2017-2025. However, multiple exhibits to the application had already been prepared prior to the contract amendment and therefore there are some exhibits in the application that show 2015-2025. The removal of the 2015 parcel does not impact any of the scoring or threshold items for this application.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
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
  https://t2ctools.census.gov/tabs/natrespubs/washington.state.html

Resolutions:
- Twice the State Average of Units Per Capita

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.

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.

Site and Neighborhood Standards (New Construction Direct Loan Only)
- 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.

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

Educational Quality (All Applications)
- School Attendance Zone Map with Development labeled;
- 2019 TEA accountability information for each school;
- Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

NOTE that consideration for Developments within zones considered ineligible 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, §§3306.001, 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.
School Attendance Zone Map with Development labeled;

2019 TEA accountability information for each school;

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

NOTE that consideration for Developments within zones considered ineligible 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.
The development site at pre-application included the addresses 2015 to 2025. After pre-application the development site was modified to remove the 2015 parcel and the purchase and sale contract was amended to include the addresses 2017-2025. However, multiple exhibits to the application had already been prepared prior to the contract amendment and therefore there are some exhibits in the application that show 2015-2025. The removal of the 2015 parcel does not impact any of the scoring or threshold items for this application.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
2019 and 2020 Small DDAs and QCTs

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 releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015, and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.

Map Options:
- Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show PMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Select Year:
- 2020
- 2019
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
Resolution No. 20-049

A resolution supporting the application of O-SDA Industries and/or Saigebrook Development to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 2017-2025 South Cooper Street, in Arlington, Texas, to be named Kestrel on Cooper

WHEREAS, O-SDA Industries and/or Saigebrook Development has proposed a development of affordable rental housing at 2017-2025 South Cooper Street, Arlington, Tarrant County, Texas, to be named Kestrel on Cooper; and

WHEREAS, O-SDA Industries and/or Saigebrook Development has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Multifamily 9% Housing Tax Credits for Kestrel on Cooper; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Kestrel on Cooper, Application #20147, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 25, 2020.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Kestrel on Cooper development.

IV.

Further, as provided for in 10 TAC §11.3(d), the City of Arlington hereby acknowledges that Kestrel on Cooper is located one linear mile or less from a development that serves the same target population as Kestrel on Cooper and has received an allocation
of Housing Tax Credits (or private activity bonds) for new construction since January 3, 2017 and the City of Arlington hereby approves the construction of the Kestrel on Cooper.

V.

Further, as provided for in 10 TAC §11.3(e) and §11.4(c)(1), the City hereby acknowledges that Kestrel on Cooper is located in a census tract that has more than 20% Housing Tax Credit Units per total households and the City hereby approves the construction of Kestrel pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

VI.

Further the City affirms that Kestrel on Cooper is consistent with the City’s obligation to affirmatively further fair housing.

VII.

Further, the City affirms that Kestrel on Cooper has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Heart of Arlington Neighborhood Plan.

VIII.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 25th day of February 2020, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 14, 2020

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Zoning Change Application for site of proposed Kestrel on Cooper Development

To Whom It May Concern:

The above mentioned development, to be developed by Kestrel on Cooper, LLLP is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Kestrel on Cooper development located at 2015-2025 S Cooper Street.

The City of Arlington has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Kestrel on Cooper development is denied.

Sincerely,

Kevin Charles, M.P.A.
Planning Project Manager I

City of Arlington
101 West Abram Street
P.O. Box 90231 MS 01-0241
Arlington, TX 76004-3231

Phone: 817-459-6515
Fax: 817-459-6669

Kevin.Charles@arlingtontx.gov
APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Select Application Type:  
- Zoning Change  
- PD Development Plan  
- New Amendment  
- Specific Use Permit  
- Multi-Family Development Plan  
- New Amendment

Development Information

PROJECT ADDRESS: 2015 and 2025 South Cooper Street

Project Name: Kestrel at Cooper

Legal Description: Lot AR1 and Lot C of the Newbern Addition  
Acreage: 4.750

Current Zoning: Community Commercial (CC)  
Proposed Zoning: Planned Development (PD)

Current Use: Commercial  
Proposed Use: Multi-family

Owner Information

Firm Name (authorized representing agent, if applicable): Nationwide Ad Specialty INC

Owner Name: Nationwide Ad Specialty INC

Address: 2025 S Cooper Street  
City: Arlington  
State: TX  
ZIP Code: 76010  
Telephone:  
Email:

For additional owners, please include additional copies of pages 1 and 2.

Representative/Agent Information

Firm Name: O-SDA Industries, LLC

Name: Megan Lasch

Address: 5501-A Balcones Dr. #302  
City: Austin  
State: Texas  
ZIP Code: 78731  
Telephone: (512)383-5470  
Email: megan@o-sda.com

Preparer’s Signature:

Printed Name:

Date:

FOR OFFICE USE ONLY

AMANDA Sequence Number: ____________________________

Submit completed form to One Start Development Center | 2nd Floor City Hall | 101 W Abram St Arlington TX 76010

12/29/2014  
817-459-6502 | www.arlington-tx.gov/cdp

Page 1 of 5
### ZONING

**REQUIRED FEES**

<table>
<thead>
<tr>
<th>Request Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezoning to single-family residential</td>
<td>$1,000</td>
</tr>
<tr>
<td>RE, RS-20, RS-15, RS-7.2, RS-5, RM-12</td>
<td></td>
</tr>
<tr>
<td>Rezoning to, or revision of a, PD specifically for a wireless communication facility, with Development Plan</td>
<td>$2,800 + $100/acre</td>
</tr>
<tr>
<td>Rezoning to, or revision of a, PD, with Development Plan</td>
<td>$2,000 + $100/acre</td>
</tr>
<tr>
<td>Rezoning to any other zoning district</td>
<td>$1,000 + $50/acre ($15,000 max)</td>
</tr>
<tr>
<td>New or Revised Development Plan (without &quot;PD&quot; zoning request) (includes Multi-family Development Plan)</td>
<td>$1,800 + $50/acre</td>
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<tr>
<td>Administrative Change to Approved Development Plan</td>
<td>$375</td>
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<td>New or Revised SUP request with zoning change request</td>
<td>No additional fee</td>
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<tr>
<td>New or Revised SUP submitted without zoning change request</td>
<td>$1,000 + $50/acre ($15,000 max)</td>
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</tbody>
</table>

Request City Staff to place notification sign on site for additional fee of $100

- Yes  
- No

**APPLICATION SUBMITTAL REQUIREMENTS**

Applications submitted without all required documents and information will not be reviewed, and will be returned to the applicant for revision. Please be sure that all required items are included for the type of application requested. Additional information can be found in Article 10, Review Procedures of the Unified Development Code, which is available online at [www.alingtontx.gov/cdp/udc](http://www.alingtontx.gov/cdp/udc). If you have questions about the application process or any submittal requirements, please call the Planner of the Day at 817-459-6502.

**ALL APPLICATIONS**

The following items are required with all types of applications:

- Zoning Application form
- Owner Certification and Disclosure of Interest form (signed and notarized)
- One (1) 11" x 17" copy of the subdivision plat (if the property is platted)
- If request is for (i) a portion of a platted lot, or (ii) an unplatted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed surveyor must be provided electronically in Microsoft Word format and in hard copy.

The following items should be clearly identified as metes and bounds within the location map's description:

- The point of beginning (POB), describing the corner tie, and a tie to a Global Positioning System (GPS) monument accepted by the City. At least one corner shall be tied by course and distance to a corner of a platted lot or to an original corner of the original survey of which it is a part. In case of a location map depicting a completely new area without any specific monument, or recorded addition lot corner, the geographic coordinate numbers of the point of beginning should be provided.
- Metes and bounds calls, stating bearings in degrees, minutes, and seconds, and distances in feet and hundredths of feet.
- Metes and bounds calls of each line should be described in separate paragraphs.
- Curved lines should be defined by their direction left or right, angle of intersection or central angle, radius, arc length, and chord bearing and distance. Non tangent curves should be identified as such.
- Scale factor should be provided in case of ground survey.

- If the ownership does not match the ownership on the Tarrant County Appraisal District website, [www.tad.org](http://www.tad.org), a warranty deed shall be submitted with this application. Please verify ownership prior to submitting the application.

- Additional application submittal requirements, based on type of application (see following pages)
ADDITIONAL APPLICATION SUBMITTAL REQUIREMENTS

In addition to the items listed above, the following documents must be submitted depending on the type of application (some zoning applications require more detail than others):

ZONING CHANGE

☐ One (1) copy of a site plan indicating the dimensions of the structure(s) and the distances from the property lines (only if there are existing structures on site).

PD DEVELOPMENT PLAN

☐ Notes from the completed pre-application conference.

☐ A written statement describing what is to be achieved in the development proposal for the property and how the proposal conforms to the criteria established in Section 10.4.3(G) of Article 10, Review Procedures, of the Unified Development Code. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant's opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information, and other relevant material with the application.

☐ 5 folded copies of the PD Development Plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout

☐ Location map, north arrow, scale

☐ Existing zoning and land uses of properties adjacent to the site

☐ Proposed site layout, indicating the size and dimensions of all lots

☐ Proposed land uses and building locations, indicating setbacks from property lines

☐ Square footage, acreage, and density of all proposed land uses and lots

☐ Gross area of streets, sidewalks, and other paved surfaces and its percentage of total property area

☐ Gross area of open space areas and recreational areas and its percentage of total property area

☐ Existing and proposed public and private rights-of-way, easements, and access points into the property

☐ Calculation and location of all off-street parking and loading facilities

☐ For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.)

Landscape Plan

☐ Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations

☐ Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

☐ Preliminary drainage analysis, if required by the Zoning Administrator for this site.

☐ Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.
SPECIFIC USE PERMIT

- 5 folded copies of the SUP site plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout
- Location map, north arrow, scale
- Existing zoning and land uses of properties adjacent to the site
- Existing and proposed buildings, indicating square footage of each building and setbacks from property lines
- Calculations and location of off-street parking and loading facilities
- Site access points and driveway locations
- Location of outdoor storage, outside display areas, and loading docks
- Signs located on the site and buildings
- Location of recycling and refuse facilities

Landscape Plan
- Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations
- Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

- Preliminary drainage analysis, if required by the Zoning Administrator for this site.
- Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.

MULTI-FAMILY DEVELOPMENT PLAN

- 5 folded copies of the Multi-Family Development Plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout
- Location map, north arrow, scale
- Existing zoning and land uses of properties adjacent to the site
- Existing and proposed public and private rights-of-way, easements, and access points to the property
- The number, type, size, and density of each type of dwelling unit in each building
- Location and size of common open space areas and recreational areas, including a description of proposed site amenities
- Building locations, indicating setbacks from property lines and distances between buildings
- Calculations and location of off-street parking facilities, including any parking structures, enclosed garages, or carports
- Description of how Crime Prevention Through Environmental Design practices are incorporated into the site design
- Location of trash enclosures, storage areas, mailrooms, and accessory structures
- Existing and proposed sidewalks on the perimeter of the site and pedestrian walkways within the site

Landscape Plan
- Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations
- Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

- Preliminary drainage analysis, if required by the Zoning Administrator for this site.
- Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.
Owner Certification and Disclosure of Interest

Article XII, Code of Ethics, of the “Administration” Chapter of the Code of the City of Arlington, Section 12.06, requires all persons seeking City Council, Planning and Zoning Commission, or Zoning Board of Adjustment consideration or action concerning any application for rezoning, plat approval, special exception, variance or similar application requiring action by the Planning and Zoning Commission or Zoning Board of Adjustment, to provide the following information. The applicant and the owner shall both file statements in those cases where the applicant does not own the property which is the subject of consideration or action.

Do you believe that a City official or City employee may have a conflict of interest in the aforementioned property or application?

☐ YES ☐ NO

If YES, state the name of each person and the department they represent known by you that may have a conflict of interest in the property of the application referenced.

Name: ___________________ Council, Board, Commission, or City Department: ___________________

Name: ___________________ Council, Board, Commission, or City Department: ___________________

This is to certify that (owner name) ____________________________________________, the stated undersigned, is/are the sole owner(s) of the property described in this application, and that I/we have read and understand the “Disclosure of Interest”.

Owner Signature ___________________ Date 2/14/2020 Owner Name (print) John W. Newbern

Agent Signature ___________________ Date 2/14/2020 Agent Name (print) Megan Lasch

Notary Statement – All Signatures Must Be Notarized

Before me, the undersigned authority, on this day, personally appeared (owner) John W. Newbern known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this _______ day of February, 2020.

Kim M. Wheeler
Notary Public in and for the State of Texas

Before me, the undersigned authority, on this day, personally appeared (agent) __________________________________________ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this _______ day of February, 2020.

Abigail Penner
Notary Public in and for the State of Texas
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Flood Map

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

**Zones A, AE, AH, AO, VE**
Special Flood Hazard Areas Subject to inundation by the 1% annual chance Flood Event (100-year flood). The 1% annual chance flood, also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHA includes A, AE, AH, AO, AR, A99, V, and VE.

**Zone X 500**
Area With Reduced Flood Risk Due to Levee
Moderate Flood Hazard Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than less than 1 square mile, and areas protected by levees from 1% annual chance flood.

**Floodway**
Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**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.

**Zone X**
Minimal Flood Hazard Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain and protected by levee from 100-year flood.

**Area Not Included**

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Source: FEMA NFHL, USGS NHL

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PEI Project No: 202001158
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
## Arlington ISD Attendance Zone
### Kestrel on Cooper

<table>
<thead>
<tr>
<th>Campus</th>
<th>Address</th>
<th>Phone</th>
<th>Begin Grade</th>
<th>End Grade</th>
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<tr>
<td>South Davis Elementary</td>
<td>2001 S Davis Dr</td>
<td>(682) 867-3800</td>
<td>EE</td>
<td>06</td>
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<td>Arlington, TX 76013-5011</td>
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<td>Bailey Junior High School</td>
<td>2411 Winwood Ln</td>
<td>(682) 867-0700</td>
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<td>Arlington High School</td>
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<td>(682) 867-8100</td>
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<td>Arlington, TX 76013-3903</td>
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Texas Education Agency
2019 Accountability Ratings Overall Summary
SOUTH DAVIS EL (220901111) - ARLINGTON ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<td>STAAR Performance</td>
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<td>College, Career and Military Readiness</td>
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<td></td>
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<tr>
<td>Graduation Rate</td>
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<tr>
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<td>Relative Performance (Eco Dis: 93.6%)</td>
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<td>Closing the Gaps</td>
<td>18</td>
<td>54</td>
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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Distinction</th>
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<tr>
<td>ELA/Reading</td>
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<tr>
<td>Mathematics</td>
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<td>Science</td>
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<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
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<tr>
<td>Comparative Academic Growth</td>
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<tr>
<td>Postsecondary Readiness</td>
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<td>Comparative Closing the Gaps</td>
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</table>
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**SOUTH DAVIS EL (220901111) - ARLINGTON ISD**

<table>
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<tr>
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<td>Student Achievement</td>
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<tr>
<td>STAAR Performance</td>
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<td>Met Standard</td>
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<td>Graduation Rate</td>
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<td>School Progress</td>
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<td>64</td>
<td>Met Standard</td>
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### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
### Accountability Rating Summary

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<thead>
<tr>
<th>Component</th>
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<tr>
<td>College, Career and Military Readiness</td>
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#### Identification of Schools for Improvement

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

#### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
ARLINGTON H S (220901001) - ARLINGTON ISD

**Accountability Rating Summary**

<table>
<thead>
<tr>
<th>Component</th>
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**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: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules
February 28th, 2020

TDHCA
Marni Holloway
221 East 11th Street
Austin, TX 78701

RE: Kestrel on Cooper   TDHCA App. #20147

Dear Ms. Holloway,

I am writing this letter to request a waiver in 10 TAC Sec. 11.9(d)(5)(A) stating “Once a letter is submitted to the Department it may not be changed or withdrawn. Therefore, it is encouraged that letters not be submitted well in advance of the specified deadline in order to facilitate consideration of all constituent comment and other relevant input on the proposed Development.”

The State Representative for this application is Tony Tinderholt. The representative submitted two emails to TDHCA with letters regarding this specific development. The action of emailing this letter directly to TDHCA meant that the submission was not within the control of the Applicant.

Application 20147 scores a 139 self-score and has the support of the City of Arlington and the Heart of Arlington Neighborhood Association.

A score of 139 is the top score in the Region 3 Urban sub-region and maximizes points for a new construction application.

According to Texas Government Code 2306.6701, the purpose of the department is to administer the HTC program to “maximize the number of suitable, affordable residential rental units added to the state’s housing supply.”

In achieving a score of 139, Kestrel on Cooper has elected the highest point levels and serves the greatest number of 30% and 50% household as directed by the QAP. As such,
in accordance with 2306.6701 it maximizes the number suitable and affordable rental units by serving 30% and 50% households.

Section 2306.001 of Texas Government Code states that another purpose of the department is to “contribute to the preservation, development, and redevelopment of neighborhoods and communities.”

Kestrel on Cooper is within the boundaries of the Heart of Arlington Neighborhood Action Plan. This development is the only revitalization full application being submitted within the City of Arlington. As such, it is the only application in Arlington that will be contributing to the redevelopment of a neighborhood. All other full applications within the City of Arlington are in high opportunity areas. If this waiver is not granted, TDHCA’s purpose of contributing to the redevelopment of neighborhoods will not be realized for the City of Arlington.

We ask that the second letter submitted by Rep. Tinderholt dated February 28, 2020, also attached herein and which the Department received via email on February 28, be considered the official letter for the Application for scoring purposes as it was still submitted before the deadline.

It is our understanding that Representative Tinderholt’s staff made it clear to TDHCA that he did not intend to oppose the development and therefore was directed to send the attached letter.

Sincerely,

Megan Lasch
President
O-SDA Industries, LLC
Good afternoon Michael,

Thank you for all of your assistance today.

I have attached the final letter regarding the Kestrel on Cooper Development from Rep. Tinderholt.

Please let me know if this is sufficient or if I need to hand deliver another copy today.

Best,

Jake Robinson
Chief of Staff
State Representative Tony Tinderholt
Texas House | District 94 | Arlington-DWG-Pantego
Capitol: (512) 463-0624 | Capitol Extension, E2.508
February 28, 2020

Mr. Bobby Wilkinson  
Executive Director  
Texas Department of Housing and Community Affairs  
221 East Eleventh Street  
Austin, TX 78701

Dear Mr. Wilkinson,

I write to you today in accordance with Texas Government Code Chapter 2306, Section 1114 to express my position on an application in House District 94 for funding through the Competitive Housing Tax Credit Program.

I have come to the conclusion that in regards to the "Kestral on Cooper" application (2015-2025 S Cooper Street, Arlington, TX, 76010) no written statement of support, neutrality, or opposition will be provided by my office for this particular development. The application number is 20147.

You may contact my Capitol office with any issues or questions regarding the submission of this letter. My Chief of Staff, Jake Robinson, can be reached at (512) 463-0624 or by email at jake.robinson@house.texas.gov.

Sincerely,

[Signature]

Tony Tinderholt
Megan,
See below

Derek Carter, realtor
Texcel Real Estate
Arlington, tx 76010
817-366-8880

Metro first realty
Oklahoma city, ok 73120
405-464-3650

C:\Users\Owner\Desktop\TREC Info about Brokerage Services.pdf

Good afternoon Derek,

Rep. Tinderholt has withdrawn his letter of opposition to the Kestrel on Cooper Development.

Thank you for reaching out to us and letting us know of the importance of the project.

Best,

Jake Robinson
Chief of Staff
State Representative Tony Tinderholt
Texas House | District 94 | Arlington-DWG-Pantego
Capitol: (512) 463-0624 | Capitol Extension, E2.508
Representative Tinderholt,
My name is Derek Carter, 209 Mill Creek Dr in Arlington Tx 76010. I serve on HANA (Heart of Arlington Neighborhood Association) as vice president. I am in favor of Kestrel On Cooper Development. We have worked hard to spread the word of this development to neighbors and businesses and have received no negative feedback, even from the neighboring Elks Lodge.

This new complex will help this part of Arlington shine with new construction plus encourage existing area complexes to step up their maintenance. Arlington City Council and HANA spent an adequate amount of time discussing this development and we concluded that there is a need for workforce housing in this area. We are truly hoping you will reconsider your opposition.

Derek Carter
209 Mill Creek Dr
Arlington, TX 76010

Derek Carter, realtor
Texcel Real Estate
Arlington, tx 76010
817-366-8880

Metro first realty
Oklahoma city, ok 73120
405-464-3650
2020 HTC
Full Application

Part 2 Tab 9

Site Information Form Part II
Site Information Form Part II

Self Score Total: 132

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

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

   Development Site is located entirely within a census tract that has a 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 highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   Contiguous Census Tract # ____________________________  Contiguous Tract Quartile ____________________________

   Development is Urban and Development Site is within the required radius of eligible amenities 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.

   pharmacy (1 point)(1 mile)  A or B-rated public school (1 point)
   health-related facility (1 point)(3 miles)  licensed center serving children (1 point)(2 miles)
   university or community college (1 point)(5 miles)  indoor recreation facility available to public (1 point)
   outdoor recreation facility available to public (1 point)
   delivered meals service (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.

   outdoor recreation facility available to public (1 point)
   licensed center serving children (1 point)(2 miles)
   indoor recreation facility available to public (1 point)
   health-related facility (1 point)(3 miles)
   pharmacy (1 point)(1 mile)  A or B-rated public school (1 point)

   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.

   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: 0

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

   ____________________________  ____________________________  ____________________________  ____________________________  ____________________________

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:

   Wholly or partially within a Colonia (2 points);
   (Note: Not eligible if application qualifies for Opportunity Index points)

   Entirely within the boundaries of an Economically Distressed Area (1 point)

2/21/2020
(Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);
- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);
- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

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

**Total Points Claimed: 5**

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;  
- 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)  
- 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)

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

**AND**

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

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

**AND**

**Total Points Claimed: 6**

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

- Regional: 3  
- Urban

- 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: 7**

2/21/2020
5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed: 10</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed: 0</th>
</tr>
</thead>
</table>
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for
Site Information Form 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.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups [http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp]
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate [https://www.neighborhoodscout.com]
- Print-out from THECB website confirming accreditation of university or community [http://www.txhighereddata.org/Interactive/Institutions.cfm]
- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

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

For Economically Distressed Areas: [http://www.twdb.texas.gov/financial/programs/EDAP/index.asp]

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

For other items:
- Development must be awarded January 1, 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 Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm]
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab
- Proximity to Job Areas (Competitive HTC Only)

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

2/21/2020
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.

☐ n/a Readiness to Proceed (Competitive HTC Only)

☐ Evidence Development Site is located is 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.

2/21/2020
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index

See CRP tab for items
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
Underserved Area
Kestrel on Cooper

This application qualifies for 5 points for Underserved Area under the following subsection:

(F) The Development Site is located 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 a 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).

This application is located in Arlington (population 388,225) in census tract 48439122801. The census tract is completely incorporated by the City of Arlington. According to the HTC property inventory, neither this tract nor the surrounding tracts have an HTC development that has received an allocation within the past 15 years.

Surrounding tracts:
48439122400 48439122802 48439111524 48439111526 48439122700

Source: US Census
Shaded Area in orange boundary is City of Arlington. Census tract is completely incorporated.
Underserved area question

Sharon Gamble <sharon.gamble@tdhca.state.tx.us>  
Fri, Dec 13, 2019 at 4:33 PM

To: Alyssa Carpenter <ajcarpen@gmail.com>  
Cc: Marni Holloway <marni.holloway@tdhca.state.tx.us>

Alyssa:

Correct. For the last five years we have considered the November posting of the Site Demographics report to be the go-to document for the next cycle. Since we have not told anyone that we would be doing anything differently this year, the December awards will wait for the 2021 cycle.

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

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

-----Original Message-----
From: Alyssa Carpenter <ajcarpen@gmail.com>  
Sent: Friday, December 13, 2019 7:50 AM  
To: Sharon Gamble <sharon.gamble@tdhca.state.tx.us>  
Cc: Marni Holloway <marni.holloway@tdhca.state.tx.us>  
Subject: Re: Underserved area question

Hi, Sharon:

I am checking back in on this just to confirm again. The Manual and the QAP give a January 1 date, so how will the December awards not be factored into the scoring? Here is the language from the Manual:

"Staff counts back 15 years from January 1 of the calendar year for that year's cycle. So, for the 2020 cycle, the 15-year time frame would count back 15 years from Jan. 1, 2020, to Jan. 1, 2005."

I was wondering if something would be mentioned at the Board Meeting, but I didn't hear anything. Can you please clarify? Will the Site Demographics report be "frozen" as of the November awards? Or something else? Thank you!
On Wed, Dec 11, 2019 at 3:46 PM Sharon Gamble <sharon.gamble@tdhca.state.tx.us> wrote:

> Alyssa:
> >
> > The December awards will not be factored into scoring for Underserved Area for the 2020 cycle.
> >
> > 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
> >
> > 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
> >
> > -----Original Message-----
> > From: Alyssa Carpenter <ajcarpen@gmail.com>
> > Sent: Tuesday, December 10, 2019 2:08 PM
> > To: Sharon Gamble <sharon.gamble@tdhca.state.tx.us>
> > Cc: Marni Holloway <marni.holloway@tdhca.state.tx.us>
> > Subject: Re: Underserved area question
> >
> > Checking back in on this. This answer will impact some decisions on sites that need to be made this week. Thank you!
> >
> > Regards,
> 
> > Alyssa Carpenter
> 
> > On Dec 9, 2019, at 10:56 AM, Alyssa Carpenter <ajcarpen@gmail.com> wrote:
> > >
> > > Hi, Sharon and Marni:
> > >
> > > Have you had a chance to discuss this? Thank you!
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)).
Supporting Documents:
Proximity to Urban Core
Proximity to Urban Core
Kestrel on Cooper
I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

III. SPECIAL PRESENTATIONS

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

V. SPEAKER GUIDELINES AND GENERAL DECORUM

VI. CONSIDERATION OF ITEMS FROM EXECUTIVE SESSION

The consideration of the use of eminent domain to condemn property. (Requires separate motion and vote). (If there is a council member objection to any item, then that item must be read separately.)

6.1. Drainage Improvements for Matthews Court – Renee Milem and Justin Milem; Project No. PWDR12001
A resolution authorizing condemnation of a 813-square-foot drainage easement and a 815-square-foot temporary construction easement in, under, over, through, across, and along a portion of Lot A-R, Block 1, Pecan Park, an addition to the City of Arlington, Tarrant County, Texas, as shown on the plat recorded in Volume 388-17, Page 109, Plat Records, Tarrant County, Texas, (P.R.T.C.T.), otherwise known as 1903 Nueces Trail, Arlington, Texas, for the public use of constructing, reconstructing, maintaining and using drainage facilities, and all necessary appurtenances for the Drainage Improvements for Matthews Court project.

6.2. Drainage Improvements for Matthews Court – Reagan H. Rydel; Project No. PWDR12001
A resolution authorizing condemnation of a 738-square-foot drainage easement and a 527-square-foot temporary construction easement in, under, over, through, across, and along a portion of Lot 33, Block 1, Oak Hollow 2nd Increment, an addition to the City of Arlington, Tarrant County, Texas, as shown on the plat recorded in Volume 388-43, Page 22, Plat Records, Tarrant County, Texas, (P.R.T.C.T.), otherwise
Supporting Documents:
Proximity to Jobs

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan
Concerted Revitalization Plan (“CRP”) Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans (“CRP”) are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan (“QAP”). The CRP and all supporting documentation must be uploaded to the Department’s ServU system along with this packet, as a separate document from the Application. 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.

Application #20147 Development Name Kestrel on Cooper

Development City Arlington Development County Tarrant

The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☒ Urban
☐ Rural (skip to page 4 of the packet)

☒ My Development Site is located in a distinct area known locally as (or named by the CRP as) Heart of Arlington Neighborhood  that is larger than the assisted housing footprint.

☒ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) HANA Plan: pp. 2, 17, 23-31, pp. 37-45, pp. 47-56, pp. 57-61, pp. 69-72, pp.75-81 and Comp Plan: pp. 156-157.

☒ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) HANA Plan: pp. 26, 32, 34, 35, 44.

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

Heart of Arlington Neighborhood Action Plan (HANA Plan)

99 Sq Miles A Vision for Arlington’s Future The Comprehensive Plan (Comp Plan)

☐ The document(s) is included in its entirety.

☒ The document(s) can be found online at

Heart of Arlington Neighborhood Action Plan:

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. **No more than two (2) local plans may be submitted for each proposed Development.** A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone (“TIRZ”) or Tax Increment Finance (“TIF) or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.

The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(iii)(II)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) **HANA Plan: pp. 3, 9-11 and Comp Plan pp. 2-3, 11.**
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) **HANA Plan: pp. 26, 32, 34, 35, 39, 43, 44, 47, 51, 56, 61, 69-70, 75, 77, 81 and Comp Plan: pp. 19-20.**
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) **HANA Plan: pp. 15, 18-21, 31, 33-35, 38, 40, 43-45, 47, 56-58, 61, 63-67, 70, 72, 75, 78-81 and Comp Plan: pp. 21-27.**

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) **HANA Plan: pp. 15, 23, 37, 47, 63, 69, 75 and Comp Plan: pp. 24-25 (goals), pp. 60-64, 80-81, 92-94, 106-108, 133-136 (Strategies and Actions)**
   - A description of the plan’s timetable can be found at (document name, page number(s), etc) **Comp Plan: pp. 29-45 (short term objectives), pp. 60-64, 80-81, 92-94, 106-108, 133-136 (Strategies and Actions) for longer-term objectives.**
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) **Letter from City p. 2** which documents at least **$20,000,000** in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) **Letter from City p. 1-2**
4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.

☐ The plan is current at the time of Application, and the effective period for the plan is _____ and can be found at (document name, page number(s), etc); or

☒ Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) Letter from City: p. 1-2; AND.

☒ Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) Letter from City: p. 1.

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

The Heart of Arlington Neighborhood Action Plan (HANA Plan) gives an overview of the history and current conditions of the Heart of Arlington Neighborhood Association in Arlington, TX. The HANA Plan also outlines goals, strategies, and actions to undertake to address identified problems. Once approved it became an amendment to the existing Arlington’s Comprehensive Plan.

The 99 Sq Miles A Vision for Arlington’s Future The Comprehensive Plan (Comp. Plan) is the key policy document that outlines distinct sectors of the city; provides goals, strategies, and action steps for the City as a whole; and identifies short and long-term strategic actions for the City the undertake. The goals, strategies, and actions are intended to complement the neighborhood plans and set citywide timeframes for similar goals that are listed in individual neighborhood plans.

Funding to achieve these goals of the Plans are addressed through the Capital Improvement Program, Bond Programs, or other available resources and are outlined in yearly budgets.

URBAN CRP Requested Scoring. Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.

☒ A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).

☒ An adopted resolution from the city of Arlington is included in this packet (a letter MAY NOT be submitted in place of a resolution).

☐ An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

NOTE: A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution
from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).

☐ Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.

☐ A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>IV. Walgreens Pharmacy (Pharmacy)</th>
<th>V. Medical City Arlington (health-related facility)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VI. Childtime of Arlington (licensed childcare facility)</td>
<td>IX. University of Texas at Arlington (accredited university)</td>
</tr>
<tr>
<td>XI. Planet Fitness (indoor recreation facility)</td>
<td>XII. Howard Moore Park (public park)</td>
</tr>
<tr>
<td>XIV. Meals on Wheels</td>
<td>XV. Arlington High School (B rating)</td>
</tr>
</tbody>
</table>

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

See Attached Map and documentation.
Proof that the Development Site is Within the CRP Area
Neighborhood Contact Area Map

Development Site
Letter from the Local Official
February 26, 2020

Sharon Gamble  
Texas Department of Housing and Community Affairs  
221 E. 11th  
Austin, TX 78701

Dear Ms. Gamble:

I am writing this letter per the requirements of the 2020 QAP with respect to a concerted revitalization plan within the City of Arlington. The Kestrel on Cooper development, located at 2015-2025 S Cooper St, is within the boundaries of the Heart of Arlington Neighborhood. It is within a revitalization area that is specifically identified, studied, discussed, and addressed in the 99 SQ Miles A Vision For Arlington’s Future The Comprehensive Plan and more specifically, the HANA Heart of Arlington Neighborhood Action Plan.

Attached is a report that gives an overview of the measurable improvements achieved by the City in the revitalization area based on the target efforts outlined in plan. The report outlines items that have been completed, are ongoing/currently in progress, or anticipated to be undertaken in the future. This report shows a history of sufficient, documented, and committed funding to accomplish the purposes of the plan on its established timetable. The accomplishments of the objectives outlined in the plan are on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.

We believe that these improvements have increased the livability of the area by 1) Improving neighborhood stability for families and individuals; 2) Preserving the Neighborhood character and enhance livability; and 3) Improving the infrastructure. We believe that all of these projects have led to a safer, more attractive, amenity filled area appropriate for housing.

The Plans and the efforts towards the Plans are still current and will continue for a minimum for the next three years.

We are excited at the prospect of affordable housing being available in this part of town and believe that it fits in well with the revitalization efforts we have already undertaken.

Sincerely,

Jennifer Wichmann  
Assistant City Manager
## ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

### HANA District - Projects Completed (2015 - 2019)

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>STREET NAME</th>
<th>FROM</th>
<th>TO</th>
<th>CC</th>
<th>YEAR</th>
<th>MANAGIN DEPT</th>
<th>ENGINE</th>
<th>PUBLIC WORKS</th>
<th>FINISH</th>
<th>SHR</th>
<th>CONTRACTOR</th>
<th>TOTAL LANE MILE</th>
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<tbody>
<tr>
<td>2014 Residential Rebuilds, Phase 1</td>
<td>808 Tharp St</td>
<td>808 Tharp St</td>
<td>2015</td>
<td>PWST14004</td>
<td>$8,079,368.44</td>
<td>Kyle Smith</td>
<td>Comp</td>
<td>McClendon Const. Co., Inc.</td>
<td>FY17-4Q</td>
<td></td>
<td></td>
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<td>2015 Res. Rebuilds, Phase I</td>
<td>Meadow Ln</td>
<td>Tharp St</td>
<td>2016</td>
<td>PWST15003</td>
<td>$4,101,452.61</td>
<td>Joel Whitney</td>
<td>Comp</td>
<td>McClendon Const. Co., Inc.</td>
<td>FY18-4Q</td>
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<td>2014 Res Rebuilds, Phase 3</td>
<td>Meadow Ln</td>
<td>E Park Row Dr</td>
<td>2017</td>
<td>PWST16001</td>
<td>$3,799,525.32</td>
<td>Brian Charlton</td>
<td>Comp</td>
<td>Tiseo Paving Company</td>
<td>FY18-2Q</td>
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<td>2014 Res Rebuilds, Phase 4</td>
<td>Meadow Ln</td>
<td>Collins Dr</td>
<td>2017</td>
<td>PWST16002</td>
<td>$2,672,873.28</td>
<td>Calvin Pitts</td>
<td>Comp</td>
<td>Tiseo Paving Company</td>
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<tr>
<td>Street Reconstruction</td>
<td>Gothic</td>
<td>4th St</td>
<td>2018</td>
<td>PWST18001</td>
<td>$750,000.00</td>
<td>Lori Du</td>
<td>Comp</td>
<td>Murphy Pipeline Contractors</td>
<td>FY20-1Q</td>
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**TOTAL LANE MILE** 6.63
## ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

**HANA District - Projects Under Construction**

| PROJECT NAME | STREET NAME | FROM | TO | DATE | CC/GT | D/N/A/D | DEPT | W | S | ST | DR | G | RE | MS | PR | HR | BL | O | LANE MILE | PROJ NUMBER | $ | PROJ MGR | PROJ INSPECTOR | PROJ STATUS | CONTRACTOR |
|--------------|-------------|------|----|------|------|---------|------|---|---|---|----|---|----|----|----|---|---|-----|-------------|------|-----|------------------------|-------------|-----------|
| Elm St       | Third St    | Third St | Third St | 2019 | 5 | PWI/Eng | I | I | P | 0.03 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Hosack St    | Mesquite St | Mary St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.19 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Mary St      | Mitchell St | Ray St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.35 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Ray St       | Center St   | Mary St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.33 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Rose St      | Mesquite St | Mary St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.19 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Third St     | Center St   | Elm St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.26 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| 2017 Rebuilds, Phase 2 | Elm St | Third St | Third St | 2019 | 5 | PWI/Eng | I | I | P | 0.22 | Ella Reinert | Calvin Pitts | Uctn | McClelland Const. Co., Inc. |
| Collins (Park Row - Pioneer Parkway) | Collins St | Glynn Oakes Dr | Rosewood Ln | 2019 | 5 | PWI/Eng | I | I | P | 0.27 | Kevin Ly | Danny Wilson | Uctn | McMahon Contracting, LP |
| Collins St   | Connally Terr | Biggs Terr | Biggs Terr | 2019 | 5 | PWI/Eng | I | P | 0.24 | Kevin Ly | Danny Wilson | Uctn | McMahon Contracting, LP |
| Collins St   | Park Row Dr | Connally Terr | Biggs Terr | 2019 | 5 | PWI/Eng | I | P | 0.22 | Kevin Ly | Danny Wilson | Uctn | McMahon Contracting, LP |
| Collins St   | Irwood Dr   | Glynn Oakes Dr | Biggs Terr | 2019 | 5 | PWI/Eng | I | P | 0.66 | Kevin Ly | Danny Wilson | Uctn | McMahon Contracting, LP |
| Collins St   | Biggs Terr | Irwood Dr | Rosewood Ln | 2019 | 5 | PWI/Eng | I | I | P | 0.26 | Kevin Ly | Danny Wilson | Uctn | McMahon Contracting, LP |
| 2019 CDBG Rebuilds | Second St | Center St | Mary St | 2019 | 5 | PWI/Eng | I | I | P | 0.51 | PWST19005 | $990,028.25 | Ella Reinert | Keith Hamby | Uctn | Stable & Winn, Inc. |

**TOTAL LANE MILE** 5.79
### ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

**HANA District - Proposed Projects**

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<tr>
<th>PROJECT NAME</th>
<th>STREET NAME</th>
<th>FROM TO</th>
<th>CSTN START</th>
<th>DD ST</th>
<th>MANAGING DEPT.</th>
<th>ENG Ctg</th>
<th>ENG Field</th>
<th>Hwy</th>
<th>BL D</th>
<th>LANE MILE</th>
<th>PROJECT NUMBER</th>
<th>PROJECT MGR.</th>
<th>PROJECT INSPECTOR</th>
<th>PROJECT STATUS</th>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td>2018 in House Waterline Replacement</td>
<td>Valley View Dr</td>
<td>Approx., 350' north of Valley View Dr</td>
<td>2016-5</td>
<td>AWU/Eng</td>
<td>P</td>
<td>0 WUOP 17003</td>
<td>John Morgan</td>
<td>Andrew McBride</td>
<td>Prop</td>
<td>City Crew</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Oaks Drive (trenchless)</td>
<td>Valley View Dr</td>
<td>South of cul-de-sac</td>
<td>2016-5</td>
<td>AWU/Eng</td>
<td>P</td>
<td>0 WUOP 17003</td>
<td>John Morgan</td>
<td>Andrew McBride</td>
<td>Prop</td>
<td>City Crew</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Valley View Dr (trenchless)</td>
<td>Collins St</td>
<td>College Oaks Dr</td>
<td>2016-5</td>
<td>AWU/Eng</td>
<td>P</td>
<td>0 WUOP 17003</td>
<td>John Morgan</td>
<td>McBride</td>
<td>Prop</td>
<td>City Crew</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

**TOTAL LANE MILE** 0.00
City Revitalization Resolution
Resolution No. 20-049

A resolution supporting the application of O-SDA Industries and/or Saigebrook Development to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 2017-2025 South Cooper Street, in Arlington, Texas, to be named Kestrel on Cooper

WHEREAS, O-SDA Industries and/or Saigebrook Development has proposed a development of affordable rental housing at 2017-2025 South Cooper Street, Arlington, Tarrant County, Texas, to be named Kestrel on Cooper; and

WHEREAS, O-SDA Industries and/or Saigebrook Development has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Multifamily 9% Housing Tax Credits for Kestrel on Cooper; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Kestrel on Cooper, Application #20147, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 25, 2020.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Kestrel on Cooper development.

IV.

Further, as provided for in 10 TAC §11.3(d), the City of Arlington hereby acknowledges that Kestrel on Cooper is located one linear mile or less from a development that serves the same target population as Kestrel on Cooper and has received an allocation
of Housing Tax Credits (or private activity bonds) for new construction since January 3, 2017 and the City of Arlington hereby approves the construction of the Kestrel on Cooper.

V.

Further, as provided for in 10 TAC §11.3(e) and §11.4(c)(1), the City hereby acknowledges that Kestrel on Cooper is located in a census tract that has more than 20% Housing Tax Credit Units per total households and the City hereby approves the construction of Kestrel pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

VI.

Further the City affirms that Kestrel on Cooper is consistent with the City’s obligation to affirmatively further fair housing.

VII.

Further, the City affirms that Kestrel on Cooper has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Heart of Arlington Neighborhood Plan.

VIII.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 25th day of February, 2020, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

TERIS SOLIS, City Attorney

(2)
Revitalization Plan Adoption Resolution
Ordinance No. 13-016

An ordinance adopting the Heart of Arlington Neighborhood Action Plan, a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 22, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, the East Sector component of the Comprehensive Plan was adopted by Ordinance No. 97-65 on May 6, 1997, which outlined issues and strategies to create a community built on partnerships, in which interaction between all stakeholders creates a strong sense of cultural and community pride that produces activism resulting in safe, beautiful, vibrant, clean and strong neighborhoods and business areas; and

WHEREAS, the Central Sector component of the Comprehensive Plan was adopted by Ordinance No. 99-148 on November 30, 1999, which outlined issues and strategies to create a community at the heart of Arlington, enhance neighborhoods and build on its many assets including its people, the University of Texas at Arlington, other institutions, and Downtown; and

WHEREAS, in an effort to address both opportunities for change and promote stability in neighborhoods, the Community Development and Planning Department created a process for neighborhood planning designed to emphasize direct resident involvement and high levels of citizen participation; and

WHEREAS, in January 2010, City staff began working with the residents of the Heart of Arlington Neighborhood Association on preparing a plan for their neighborhood, generally bounded by UTA Boulevard/Border Street on the north, Collins Street on the east, Pioneer Parkway on the south, and Cooper Street on the west; and

WHEREAS, on April 3, 2013, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Planning and Zoning Commission forwarded to the City Council a recommendation to approve the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan; and
WHEREAS, on May 7, 2013, a public hearing was held before the City Council at which the public was given the opportunity to give testimony and present written evidence; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1. That the City Council approves the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans and the Comprehensive Plan of the City of Arlington, Texas.

2. Further, the City Council recommends the development of alliances necessary to accomplish the strategies identified in the Heart of Arlington Neighborhood Action Plan.

3. Further, the Heart of Arlington Neighborhood Action Plan is intended to be used as a guide for evaluating development proposals within the boundaries of the neighborhood and for reviewing development proposals in areas adjacent to the neighborhood.

4. A copy of the Heart of Arlington Neighborhood Action Plan is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND GIVEN FIRST READING on the 7th day of May, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 21st day of May, 2013, by a vote of __ ayes and __ nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:

JAY DOGEY, City Attorney

BY
An ordinance adopting 99 square miles - the Comprehensive Plan for the City of Arlington which shall act as the Master or General plan for the City and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; adopting supporting studies and plans; directing future studies and plans to conform to such plan; directing the preparation of an updated implementation plan; setting forth requirements for review and amendment to the plan; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

WHEREAS, Texas Local Government Code Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 15, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, six Sector Plans – East, Southeast, North, Central, Southwest, and West were adopted between 1997 and 2001 focusing on the diversity of the issues affecting different parts of the city; and

WHEREAS, in 2002, a Visioning Process was completed, led by 10 stakeholder groups and a 33-member Futures Committee, and was designed to get more citizens involved, raise awareness of community issues, obtain public input from multiple avenues, foster partnerships and coalitions, promote public discussion about the City of Arlington’s future, and develop the initial goals which served as the foundation on which update of the 1992 Comprehensive Plan was built; and

WHEREAS, the City Council directed that an updated Comprehensive Plan be prepared for the City of Arlington and its extraterritorial jurisdiction to address growth and redevelopment, housing, economic development, land use, transportation, and the environment; and

WHEREAS, in 2013, a 26-member Comprehensive Plan Advisory Committee made up of a diverse group of Arlington stakeholders was established to work with the city on the Comprehensive Plan update and provide community-based participation and feedback; identify vital issues; act as a sounding board...
and review body; help build consensus; share information at public outreach events; and, strive to balance the specific interest they may represent with a broad understanding of all residents' needs within the City; and

WHEREAS, an updated comprehensive plan draft titled 99 Square Miles – the Comprehensive Plan was prepared for public review and comment; and

WHEREAS, on February 18, 2015, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission voted to recommend approval of 99 Square Miles - the Comprehensive Plan to the City Council; and

WHEREAS, on March 3, 2015, a public hearing was held before the City Council, at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Arlington to approve and adopt 99 Square Miles – the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety, and welfare; NOW THEREFORE

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

1.

That the City Council hereby approves and adopts 99 Square Miles - the Comprehensive Plan for the City of Arlington, Texas.

2.

99 Square Miles - the Comprehensive Plan is intended to serve as a policy guide for the City Council, City Boards and Commissions, City Staff and the public for evaluating and reviewing the physical development of the City and such regulations and as may be utilized to implement the goals and policies of 99 Square Miles - the Comprehensive Plan within the City of Arlington, Texas.

3.

Existing and future plans, studies, ordinances and initiatives will serve as implementation tools and/or components of 99 Square Miles - the Comprehensive Plan and provide detailed policies and strategies related, but not limited to, neighborhoods, transportation, economic development, community service, human service, public safety, housing, parks and open spaces, zoning, city and building codes, and capital improvement plans.
4.

99 Square Miles - the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance No. 92-133, and sector plans, as amended.

5.

As set forth in more detail in 99 Square Miles - the Comprehensive Plan, the goals, strategies, actions, projects, and initiatives shall guide the implementation of 99 Square Miles - the Comprehensive Plan and shall be monitored, evaluated, and periodically amended. City Council recommends the development of alliances necessary to accomplish the strategies identified in 99 Square Miles - the Comprehensive Plan.

6.

Future amendments to 99 Square Miles - the Comprehensive Plan and all plans, studies, and ordinances that serve as components of 99 Square Miles - the Comprehensive Plan shall be adopted as required by law after a hearing at which the public is given the opportunity to give testimony and present written evidence, and review by the Planning and Zoning Commission. 99 Square Miles - the Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

7.

A copy of 99 Square Miles - the Comprehensive Plan is available for viewing in the City Secretary's Office and incorporated herein for all intents and purposes.

8.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

9.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

10.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this
ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

11.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

12.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

13.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the 3rd day of March 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of March 2015, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM; TERIS SOLIS, City Attorney

BY: Mark Pernsteiner
Opportunity Index Proof
# Opportunity Index Amenities
## Kestrel on Cooper

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
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<tr>
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<td>Walgreens Pharmacy</td>
<td>617 W Park Row Dr</td>
<td>Arlington</td>
<td>76010</td>
<td>.72</td>
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<tr>
<td>V</td>
<td>Medical City Arlington</td>
<td>3301 Matlock Rd</td>
<td>Arlington</td>
<td>76015</td>
<td>1.15</td>
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<tr>
<td>VI</td>
<td>Childtime of Arlington</td>
<td>1505 W Arkansas Ln</td>
<td>Arlington</td>
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<td>.92</td>
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<tr>
<td>IX</td>
<td>University of Texas at Arlington</td>
<td>701 S Nedderman Dr</td>
<td>Arlington</td>
<td>76010</td>
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<td>XI</td>
<td>Planet Fitness</td>
<td>819 E Pioneer Pkwy</td>
<td>Arlington</td>
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<td>XII</td>
<td>Howard Moore Park</td>
<td>2000 Bever Blvd</td>
<td>Arlington</td>
<td>76013</td>
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<tr>
<td>XIV</td>
<td>Meals on Wheels</td>
<td>Tarrant County</td>
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<th>#</th>
<th>Name</th>
<th>Data</th>
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<tbody>
<tr>
<td>XV</td>
<td>Arlington High School</td>
<td>B rating</td>
</tr>
</tbody>
</table>
Texas Pharmacy License # 18831

WALGREENS #4291

License Information
- **License Status**: Active
- **License #**: 18831
- **Expiration Date**: 09/30/2020
- **Date License Issued**: 01/23/1998

Address
- 617 W PARK ROW DRIVE
- ARLINGTON, TX 76010
- County: TARRANT
- Phone: (817) 274-0214

Pharmacy Details

Prior Disciplinary Orders: No

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago hold stale or responsible for the accuracy, completeness, timeliness, or usefulness of this information. Should you have any concern as to the accuracy of the data in this system, please contact the license holder or facility for clarification.

Remedial Plans

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

Employment Information
- **Pharmacist in Charge**: PATEL-BHAKTA, MEGHANA D.

Pharmacy Profile
- **Accessible to disabled persons?**: Yes
- **Translating services (Listed Below If Available)**: Spanish, Vietnamese, Telecomm. for the deaf (TDD), American Sign Language, AT&T translating services

Certification Information
- The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.

Texas Pharmacist Employment Information
- **DOMINO, ASHLEY**: 65272, 08/08/2019 - 03/31/2021, Staff, Active
- **NJOGA, ESTHER NJERI**: 49000, 07/30/2010 - 08/31/2020, Staff, Active
- **PATEL-BHAKTA, MEGHANA D.**: 44409, 07/26/2006 - 07/31/2020, PIC, Active

Texas Registered Technicians/Trainees Employment Information
- **ALONZI, CHANTELLE NYABOKE**: 260669, 09/20/2016 - 11/30/2020, Staff, Active
- **CAMARGO, DANIEL ANDRES**: 251947, 01/22/2016 - 10/31/2020, Staff, Active
- **DURHAM, KEVIN**: 217220, 03/11/2013 - 03/31/2021, Staff, Active
- **FITCHETT, JOSEPH JEREMY**: 261186, 09/27/2016 - 09/30/2018, Staff, Expired
- **JONES, SYMONE FREIDA**: 248106, 10/13/2015 - 01/31/2021, Staff, Active
- **MARTINEZ, JACOB**: 210085, 07/13/2012 - 08/31/2020, Staff, Active

Remote Pharmacy Information
- No records to view

Texas Pharmacy Owner Information
- WALGREEN CO.: OWNER, PO BOX 901, DEERFIELD, IL 60015
- WALGREEN CO.: OWNER, PO BOX 901, DEERFIELD, IL 60015
- HECKMAN, TODD: OFFICER
- GOURLAY, ALEXANDER W: OFFICER
- ASHWORTH, RICHARD: OFFICER
- HALLICK, SUSAN: OFFICER
- KRAUS, ELENA: OFFICER

No records to view
Emergency care at Medical City Arlington

Expert emergency care in Arlington, Texas

Medical City Arlington’s emergency room (ER) in Arlington, Texas, is equipped to treat traumatic injuries, pediatric emergencies, neurological conditions, heart attacks and strokes 24/7. Board-certified physicians provide speedy, compassionate care during stressful and unexpected situations.

If you or a loved one are experiencing a medical emergency, call 911 immediately. For non-emergency questions call our Ask a Nurse free, 24 hour nurse line.

Our ER and Level II Trauma Center services

Medical City Arlington is a Level II Trauma Center, designated by the Texas Department of State Health Services, making it the first and only hospital in Arlington to achieve this distinguished classification. A Level II trauma designation means you can find expert trauma care close to home at Medical City Arlington. Trauma care refers to severe injuries that require high level, immediate care from specialized physicians.

Medical City Arlington’s ER offers emergency care for severe injuries and illnesses, using resources such as:

- Trauma resuscitation rooms
- Trauma operating rooms
- 24-bed Neuro Intensive Care Unit for head or spine injuries
- 56 beds in the ER
- Continuous availability of neurosurgery, orthopedic surgery, interventional radiology, laboratory, diagnostic imaging and blood bank services
- On-campus inpatient rehabilitation unit
- Quality pediatric ER care

We have an outstanding working relationship with local and regional ambulance services, allowing for heart attack and stroke protocols to begin well before patients arrive.

Accredited chest pain and stroke care

We were Arlington’s first Accredited Chest Pain Center designated by the American College of Cardiology (ACC). Medical City Arlington is also certified by The Joint Commission as a Primary Stroke Center with an onsite stroke team in the ER for when minutes matter most.
Medical City Arlington

Location

Enter address or location

Use my location

Search

1 Location Found

Medical City Arlington

5 mins  Avg ER Wait Time

Hours

3301 Matlock Rd
Arlington, TX 76015

Phone: (682) 509-6200

Directions | See on Map | Website

(682) 509-6200

Medical City Arlington

Medical City Arlington

3301 Matlock Rd
Arlington, TX 76015

Main Number: (682) 509-6200

Physician Referral:
(855) 868-6262

About Us

Medical City Healthcare
Community Impact
Mission & Values
Leadership
Careers
Community Service Request Form
Contact Us

Patients & Visitors

Classes & Events
Patient Pricing
Online Pre-Registration
View/Pay Bill Online
MedicalCityER.com
WeDeliverDreams.com
CareNow

Follow Us

Medical City Healthcare
Community Impact
Mission & Values
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Patients & Visitors

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Online Pre-Registration
View/Pay Bill Online
MedicalCityER.com
WeDeliverDreams.com
CareNow

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Contact Us

Patients & Visitors

Classes & Events
Patient Pricing
Online Pre-Registration
View/Pay Bill Online
MedicalCityER.com
WeDeliverDreams.com
CareNow

Follow Us
Welcome to Our School

Welcome to our Childtime educational daycare in Arlington, TX. My name is Jo and I am the center director. I have more than 24 years of experience in early childhood education.

At Childtime, our infant care, preschool and pre-kindergarten programs provide the perfect foundation for learning and development. We also offer the AISD Preschool and Pre-K program in our facility. If your child qualifies, they will attend AISD class and then return to their classroom.

I love watching the children grow and learn and I also enjoy getting to know our parents, grandparents and other family members. We host many special events and strive to develop strong relationships among all of our families.

Our teachers are CPR/First Aid certified and receive an additional 30 training hours each year to help further their knowledge of your child's development and growth.

We would love for you to join our Childtime family! Please call today to schedule a tour of our wonderful learning center in Arlington, TX!
Infants ➤ Warm, caring teachers provide a safe, secure space for children to be happy.

Toddlers ➤ Exploration and discovery define this environment for mobile little ones.

Twos ➤ On the go! We make learning fun for energetic 2-year-olds.

Preschool ➤ In this homelike classroom, children are encouraged to explore their curiosity, through immersive preschool learning experiences, as they begin to develop important school readiness skills.

Pre-K ➤ This classroom has been designed as an important stepping stone to elementary school.

Before & After School ➤ Your child will look forward to every morning and afternoon here.

Learn About Electives
For an additional fee, go beyond regular classroom learning experiences with our enhanced series of fun, interactive enrichment programs exploring a variety of activities. We offer:

- Soccer
- Music
- Yoga
- Spanish
- Literacy
MEET OUR STAFF

Jo Parris, Director

Certifications: CDA, CPR, First Aid

I have been working with children for the past 24 years. I live here in Arlington with my husband and 3 boys. We love football and baseball. I truly believe in the education of our children as well as our teachers.

Visit Us Today

Find your neighborhood school and schedule a tour today. We can’t wait to show you all the wonderful things happening at Childtime.

Schedule a Tour
Request a Call

Local School Phone Number: 817.861.9712
License #: 874525
## Operation Details

You may click on the question mark image (?) to view the [Frequently Asked Questions (FAQ)](https://example.com) page.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
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<td>Operation/Caregiver Name:</td>
<td>Childtime Learning Center</td>
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<tr>
<td>Location Address:</td>
<td>1505 W ARKANSAS LN</td>
</tr>
<tr>
<td></td>
<td>ARLINGTON, TX 76013</td>
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<tr>
<td>Mailing Address:</td>
<td>1505 W ARKANSAS LN</td>
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<tr>
<td></td>
<td>ARLINGTON, TX 76013</td>
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<tr>
<td>Phone Number:</td>
<td>817-861-9712</td>
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<tr>
<td>County:</td>
<td>TARRANT</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="http://www.childtime.com">www.childtime.com</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:1233@childtime.com">1233@childtime.com</a></td>
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<tr>
<td>Administrator/Director Name:</td>
<td>Jo Parris</td>
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<tr>
<td>Type of Issuance:</td>
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<td>Total Capacity:</td>
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<td>Temporarily Closed:</td>
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### Five Year Inspection Summary

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last five years, Licensing conducted the following:

  - 21 - Inspections
  - 0 - Assessments
  - 3 - Self Reported Incidents
  - 6 - Reports

  Click on the inspection type to see additional details related to each inspection.

- There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally
given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the Five year history.

**Five Year Compliance Summary**
- During the last five years, 3362 standards were evaluated for compliance at this operation.

- Of the standards evaluated **14** deficiencies were cited. 🌐

  Click on the number of deficiencies to see additional details.

  Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past five years are as follows:
  - 5 were weighted as **High**
  - 6 were weighted as **Medium - High**
  - 2 were weighted as **Medium**
  - 0 were weighted as **Medium - Low**
  - 1 was weighted as **Low**

  Click on the weight to see additional details about each deficiency.

**Disclaimer:** The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
## Public Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley President</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons President</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westbrook Interim President</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler President</td>
<td>(432) 837-8011</td>
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<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler President</td>
<td>(830) 278-3339</td>
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<tr>
<td>Tarleton State University</td>
<td>James Hurley President</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenaz President</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young President</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fossum Chief Operating Officer</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp Chancellor</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Nigliazzo President</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin President</td>
<td>(903) 886-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintanilla President/CEO</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Mark A. Hussey President</td>
<td>(361) 593-3207</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Matson President</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>University Name</td>
<td>Address</td>
<td>Phone</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
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</tr>
<tr>
<td>Texas Tech University System</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
<td>(806) 742-2011</td>
</tr>
<tr>
<td>Texas Woman's University</td>
<td>304 Administration Drive, Denton, TX 76204-5589</td>
<td>(940) 898-3201</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Nedderman Drive, Arlington, TX 76019</td>
<td>(817) 272-2011</td>
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<tr>
<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
<td>(512) 471-3434</td>
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<tr>
<td>The University of Texas at Dallas</td>
<td>800 West Campbell Road, Richardson, TX 75080-3021</td>
<td>(972) 883-2111</td>
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<tr>
<td>The University of Texas at El Paso</td>
<td>500 West University Avenue, El Paso, TX 79968</td>
<td>(915) 747-5000</td>
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<tr>
<td>The University of Texas at San Antonio</td>
<td>One UTSA Circle, San Antonio, TX 78249-0601</td>
<td>(210) 458-4011</td>
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<tr>
<td>The University of Texas at Tyler</td>
<td>3900 University Boulevard, Tyler, TX 75799</td>
<td>(903) 566-7000</td>
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<tr>
<td>The University of Texas Permian Basin</td>
<td>4001 East University Boulevard, Odessa, TX 79762</td>
<td>(432) 552-2020</td>
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<tr>
<td>The University of Texas Rio Grande Valley</td>
<td>1201 West University Drive, Edinburg, TX 78541</td>
<td>(956) 381-2011</td>
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<tr>
<td>The University of Texas System</td>
<td>601 Colorado Avenue, Austin, TX 78701-2982</td>
<td>(512) 499-4201</td>
</tr>
<tr>
<td>University of Houston</td>
<td>4800 Calhoun Road, Houston, TX 77024</td>
<td>(713) 743-8820</td>
</tr>
<tr>
<td>University of Houston System</td>
<td>3150 Cullen Boulevard, Suite 205, Houston, TX 77204-6001</td>
<td>(713) 743-1000</td>
</tr>
<tr>
<td>University of Houston-Clear Lake</td>
<td>2700 Bay Area Boulevard, Houston, TX 77058-1098</td>
<td>(281) 283-7600</td>
</tr>
<tr>
<td>University of Houston-Downtown</td>
<td>One Main Street, Houston, TX 77002</td>
<td>(713) 221-8000</td>
</tr>
<tr>
<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson, Victoria, TX 77901-5731</td>
<td>(361) 570-4848</td>
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<tr>
<td>University of North Texas</td>
<td>1155 Union Circle #311277, Denton, TX 76203</td>
<td>(940) 565-2000</td>
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<tr>
<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard, Dallas, TX 75241</td>
<td>(972) 780-3602</td>
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<tr>
<td>University of North Texas System</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>(940) 565-2000</td>
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<tr>
<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75001</td>
<td>(214) 752-3232</td>
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<tr>
<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue, Canyon, TX 79016</td>
<td>(806) 651-2000</td>
</tr>
</tbody>
</table>
ABOUT US

Founded in 1895, The University of Texas at Arlington is a Carnegie Research 1 institution with more than 100 years of academic excellence and tradition.

As the largest university in North Texas and second largest in The University of Texas System, UTA is located in the heart of Dallas-Fort Worth, challenging our students to engage with the world around them in ways that make a measurable impact.

UTA offers state-of-the-art facilities that encourage students to be critical thinkers. Through academic, internship, and research programs, our students receive real-world experiences that help them contribute to their community and, ultimately, the world.

We have more than 180 baccalaureate, masters', and doctoral degree programs, and more than 60,000 students walking our campus or engaging in online coursework each year.
mission is the advancement of knowledge and the pursuit of excellence.

**OUR LOCATION**

The University of Texas at Arlington is located in Tarrant County, also known as the mid-city area. It's centrally located between Dallas (to the east) and Fort Worth (to the west). Arlington is easily accessible and is located 30 minutes from the two major airports in the metroplex—DFW International Airport and Love Field. Less than two miles from AT&T Stadium and Globe Life Park, where the Dallas Cowboys and Texas Rangers, respectively, play, and less than three miles from Six Flags Over Texas, UTA is just a stone's throw away from the excitement the city has to offer.

**ARLINGTON AND THE REGION**

In a given academic year, we have upwards of 6,000 international students representing more than 100 countries.

Though the typical student is 18–24, UTA also attracts students of all ages. Slightly more than half the UTA student population
ACCREDITATION

The University of Texas at Arlington is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, master's, and doctoral degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097 or call 404-679-4500 for questions about the accreditation of The University of Texas at Arlington.

In addition, many of UTA's academic departments and schools have received national accreditation from specific agencies. These accreditations are detailed under the individual listings for departments and schools in the University Catalog.

LEADERSHIP

Our distinguished leadership, faculty, and staff engage in a collaborative environment with our students, integrating creative thinking and active learning both inside and outside the classroom. We strive to bridge the gap between our students and their future careers, encouraging them to explore their talents and take on the world around them with vigor. Our leaders make up a strong central organization that operates with passion, clarity, and integrity.

UTA ranks No. 6 in the nation for ethnic diversity with a student body composition that is far above the national average.
ABOUT

We strive to create a workout environment where everyone feels accepted and respected. That's why at Planet Fitness Arlington, TX we take care to make sure our club is clean and welcoming, our staff is friendly, and our certified trainers are ready to help. Whether you're a first-time gym user or a fitness veteran, you'll always have a home in our Judgement Free Zone™.

— Employment Opportunities
— Member Survey
— Find us on Facebook
— Get Directions
PF BLACK CARD®

All The Perks.

$22.99/mo
plus taxes and fees

Select

Offer Expires January 16th!

WHAT YOU GET

✓ Unlimited Access to Home Club
✓ Free Fitness Training
✓ Free WiFi
✓ Use of Any Planet Fitness Worldwide
✓ Bring a Guest Anytime
✓ Use of HydroMassage
✓ Use of Tanning
✓ Use of Massage Chairs
✓ 50% Off Drinks
✓ PF Black Card® Key Tag
✓ Worldwide Travel Deals
✓ 20% off Reebok products

HOW YOU GET IT

Startup Fee $0.20
Monthly Dues $22.99
Annual Fee $39.00
Commitment 12 month

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after March 1st. State and local restrictions on tanning frequency apply. This offer requires a 12 month commitment.

CLASSIC

Deal Extended! Last chance to join for 20 cents!

$10.00/mo
plus taxes and fees

Select

Offer Expires January 16th!

WHAT YOU GET

✓ Unlimited Access to Home Club
✓ Free Fitness Training
✓ Free WiFi
✓ Use of Any Planet Fitness Worldwide
✓ Bring a Guest Anytime
✓ Use of HydroMassage
✓ Use of Tanning
✓ Use of Massage Chairs
✓ 20% off Reebok products

HOW YOU GET IT

Startup Fee $0.20
Monthly Dues $10.00
Annual Fee $39.00
Commitment no

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after March 1st. Membership can only be used at this location. This offer has no monthly commitment.
HOWARD MOORE PARK

2000 Bever Blvd.
Arlington, TX 76013

- Neighborhood Park (10 acres)

Amenities:

- Hike/Bike Trail (43 miles)
- Grill
- Picnic Area
- Playground
- Shallow Play Pool
- Tennis Courts
- Pavilion
About Us

Agency Overview

Meals On Wheels, Inc. of Tarrant County is a 501(c)(3) not-for-profit charitable organization that started in 1973 as a collaboration between 11 faith-based organizations in downtown Fort Worth to bring food to the elderly in the central city area. Over the years, we have grown and now serve all of Tarrant County, providing approximately 1 million meals each year to some of Tarrant County’s most frail citizens. By providing home-delivered meals, professional case management, and other needed items or services to our homebound, elderly and disabled clients, we enable them to remain living independently in their own homes, surrounded by a lifetime of memories.

Most of our clients have lived in the same home for many years. This home is where they feel safe and comfortable. Due to illness or the blessing of many birthdays, the majority of our clients can no longer remain at home without assistance. Without our help, many of our clients would be forced into nursing homes or other care facilities. Our goal is to keep our clients in their homes – where they want to be – for as long as possible.

Some people may be recovering from a hospital stay or illness and will only be on the program for a short period of time. Others have a long-term need and may receive home-delivered meals on an ongoing basis.

In an independent study of hunger among the elderly in the United States, Texas ranked fourth highest in the number of seniors going to bed hungry. We can deliver meals to one homebound person for an entire year at a cost lower than one day in a hospital or six days in a nursing home. Plus, through our Home-Delivered Meals program, we save money for taxpayers, who subsidize the cost of nursing home care for those who cannot afford it. Another study by the Center for Effective Government found that every dollar invested in Meals On Wheels saves up to $50 in Medicaid spending.

Meals are delivered by over 5,000 caring volunteers who freely give of their time and personal resources to ensure that our clients receive a nutritious meal. These caring individuals do more than just provide a meal and a friendly home visit. They are trained to contact our office if a client does not answer the door. This daily safety check gives many of our clients and their families an added peace of mind.
To promote the dignity and independence of older adults, persons with disabilities, and other homebound persons by delivering nutritious meals and providing or coordinating needed services.

Our History

From humble beginnings to a benchmark program that now serves approximately 1 million meals per year, Meals On Wheels of Tarrant County is an immense source of pride for the citizens of Tarrant County. Despite our tremendous growth, our commitment to helping the homebound, elderly and disabled residents of Tarrant County remain in their own homes will never change.

In 1972, representatives from 11 downtown Fort Worth faith-based organizations met to discuss hunger in the central city. These organizations included Broadway Baptist, Central Baptist, Greater St. James Baptist, Mt. Gilead Baptist, First Christian, First United Methodist, First Presbyterian, Gethsemane Presbyterian, St. Andrew's Episcopal, St. Patrick's Cathedral, and Temple Beth-El. From this meeting, the Association of Central City Ministries (ACCM) was formed. Its first concern was providing meals to the elderly. ACCM made the commitment to bring food to the elderly in the central city area and on May 15, 1973, Meals On Wheels of Tarrant County was begun using all volunteer help. On that day, 25 people were fed. Meals On Wheels of Tarrant County owes a debt of gratitude to the members of ACCM and the many volunteers from these organizations who worked so diligently to make it a success. These wonderful faith-based organizations continue to support Meals On Wheels as we serve those in need within our community.

In 1989, Meals On Wheels of Tarrant County turned to the community to ask for help to fund a central kitchen. Rapidly escalating costs from food service companies as well as limited control of the final product compelled us to seek our own meal-preparation facility. Within eight months, an existing building was purchased and renovated into both the central kitchen and administrative offices. Although the building was expanded a number of times over the years, in 2010, the Board of Directors decided the best course of action was to construct a new meal-production facility that could meet the ever-increasing demand for services.

In January 2015, we embarked on an exciting new chapter in the history of Meals On Wheels as we broke ground on a new 62,000-square-foot meal production and distribution facility. We relocated to the new facility in March 2016. The current building, located at 5740 Airport Freeway in Haltom City, now houses the central kitchen, volunteer training center, nutrition intern project center, storage and distribution center, meeting space, and administrative offices.

This new facility will enable Meals On Wheels to meet the current demand for 1 million meals per year as well as the tremendous growth expected as Baby Boomers enter retirement. Much has changed since 1972; however, the original commitment to serve elderly and disabled people will never change. With your assistance, we are helping this
Client Demographics

- Median age: 74.7 years
- 84% of clients are over the age of 60
- 64% of clients are female
- Median client monthly income: $1,000
- Meals served to minority clients: 36%
- Average length of time a client remains on the Home-Delivered Meals program: 11 months
## Arlington ISD Attendance
### Zone Kestrel on Cooper

<table>
<thead>
<tr>
<th>Campus Name</th>
<th>Address</th>
<th>Phone</th>
<th>Begin Grade</th>
<th>End Grade</th>
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</thead>
<tbody>
<tr>
<td>South Davis Elementary</td>
<td>2001 S Davis Dr, Arlington, TX 76013-5011</td>
<td>(682)867-3800</td>
<td>EE</td>
<td>05</td>
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<tr>
<td>Bailey Junior High School</td>
<td>2411 Winewood Ln, Arlington, TX 76013-3333</td>
<td>(682)867-0700</td>
<td>07</td>
<td>08</td>
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<tr>
<td>Arlington High School</td>
<td>818 W Park Row Dr, Arlington, TX 76013-3903</td>
<td>(682)857-8100</td>
<td>09</td>
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Texas Education Agency
2019 Accountability Ratings Overall Summary
ARLINGTON H S (220901001) - ARLINGTON ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
<td>83</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>52</td>
<td>79</td>
<td>B</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>58</td>
<td>88</td>
<td>B</td>
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<tr>
<td>Graduation Rate</td>
<td>93.6</td>
<td>75</td>
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<tr>
<td>School Progress</td>
<td></td>
<td></td>
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<tr>
<td>Academic Growth</td>
<td>70</td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 58.0%)</td>
<td>55</td>
<td>83</td>
<td>B</td>
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<tr>
<td>Closing the Gaps</td>
<td>76</td>
<td>83</td>
<td>B</td>
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</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: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
### 2020 Declared Disaster Areas

#### Counties Eligible under §11.9(d)(3) of the 2020 QAP

as of November 20, 2019

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Comanche</th>
<th>Hansford</th>
<th>Leon</th>
<th>Rains</th>
<th>Washington</th>
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<td>Hardeman</td>
<td>Liberty</td>
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<td>Hood</td>
<td>Martin</td>
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<td>Bell</td>
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<td>Hopkins</td>
<td>Mason</td>
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<td>Karnes</td>
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<td>Kimble</td>
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<td>Comal</td>
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<td>Lee</td>
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</tbody>
</table>
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
2020 HTC
Full Application

Part 2 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>4.75</td>
<td>4.75</td>
<td>NA</td>
<td>4.75</td>
</tr>
</tbody>
</table>

   (*) 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:**

   Site control contract has second amendment that reduces acreage to surveyed acreage.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Nationwide Advertising Specialty Company, Inc.</td>
<td>John Newbern</td>
</tr>
<tr>
<td>803 Moore Rd.</td>
<td></td>
</tr>
</tbody>
</table>

   Address
   Mansfield, TX 76063 12/31/1900

   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:

   No

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

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

   No

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>same owner for past 36 months</td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.

   - 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)).

   Anticipated Closing Date: 1/31/2021

   If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

   2/21/2020
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

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

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

- [ ] Control of the entire proposed Development Site requires that a 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] 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.

- [X] Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (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 Small Area Difficult Development Area (SADDA)

- [ ] Development is entirely Supportive Housing (Competitive HTC Only)

- [ ] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)

If a revised form is submitted, date of submission: ____________________________

2/21/2020
The development site at pre-application included the addresses 2015 to 2025. After pre-application the development site was modified to remove the 2015 parcel and the purchase and sale contract was amended to include the addresses 2017-2025. However, multiple exhibits to the application had already been prepared prior to the contract amendment and therefore there are some exhibits in the application that show 2015-2025. The removal of the 2015 parcel does not impact any of the scoring or threshold items for this application.
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for
Site Information Form Part III
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

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

Re-platting or Vacating Requirement

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

Title Commitment or Policy

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

Increase in Eligible Basis (30% Boost)

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

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

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
1. The reference to the acreage can be found in paragraph 6 of the second amendment on page 177 of the application PDF file. This section stipulates that the acreage is shown in Exhibit B and subject to the final survey legal description. The final survey surveyed the site at 4.75 acres.

   6. Reduction of Purchase Property. From and after the Effective Date, the term “Property” shall mean that Property comprising approximately 5.715 acres, as depicted in Exhibit “B” attached hereto (subject, however, to the legal description of such Property as described in the final Survey of the Property).

2. There are 2 accessible van spaces. The current parking requirements are shown on the site plan in the application. A parking variance will be requested from the City. See below information shown in the site plan.

3. The $500 in local funding was applied as a reduction to permitting fees and is stated in the notes portion of the Development Cost Schedule submitted in the application. See below.
ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Assignment”) is made as of the ___ day of February, 2020, by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (the “Assignor”), and KESTREL ON COOPER, LLLP, a Texas limited liability limited partnership (the “Assignee”).

RECITALS

A. Nationwide Advertising Specialty Company, Inc. (“Seller”) and Assignor are parties to that certain Commercial Contract – Unimproved Property having an effective date of October 21, 2019, as supplemented, modified and/or amended by that certain Special Provisions Addendum to Commercial Contract – Unimproved Property (collectively, the “Agreement”).

B. Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Agreement, and Assignee desires to accept such assignment and assume all of Assignor’s liabilities and obligations under the Agreement.

TERMS

In consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The foregoing recitals are true and incorporated herein by this reference as if set out in full.

2. Assignment. Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in, to and under the Agreement (including, without limitation, Assignor's interest in all deposits paid under the Agreement), and authorizes Seller to make, execute, and deliver to Assignee such deed of conveyance, assignments and/or other instruments as are contemplated by the Agreement, in the same manner as though Assignee, instead of Assignor, had been an original signatory to the Agreement.

3. Assumption. Assignee hereby accepts Assignor’s assignment of all of its right, title and interest in, to and under the Agreement, and assumes all of Assignor’s liabilities and obligations under the Agreement, including those which survive the closing or termination thereof.

4. Counterparts; Electronic Delivery. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company

By: ______________________________

Lisa Stephens, President

ASSIGNEE:

KESTREL ON COOPER, LLLP, a Texas limited liability limited partnership

By: O-SDA Kestrel, LLC, a Texas limited liability company, its General Partner

By: O-SDA Industries, LLC, a Texas limited liability company, its Managing Member

By: ______________________________

Megan D. Lasch, Managing Member
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Nationwide Advertising Specialty Company, Inc

Address: 803 Moore Rd, Mansfield, TX 76063, or PO Box 928, Arlington, TX 76004
Phone: _______ E-mail: jin@nationwideadvertising.net
Fax: _______ Other: __________

Buyer: Sagebrook Development, LLC and/or assigns

Address: 5501-A Balcones Dr #302 Austin, Texas 78731
Phone: (512)383-5470 E-mail: megan@co-sda.com
Fax: _______ Other: __________

2. PROPERTY:

A. "Property" means that real property situated in __________ County, Texas at (address) and that is legally described on the attached Exhibit or as follows:

Lots B and C Newbern Addition, City of Arlington, TX

B. Seller will sell and convey the Property together with:

1. all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any surface rights, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;
2. Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
3. Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing $ 15,000
(2) Additional Earnest Money Deposit $ 25,000
(3) Sum of all financing described in Paragraph 4 $ 3,760,000
(4) Sales price (sum of 3A(1) and 3A(2)) $ 3,800,000
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

   (a) The sales price is calculated on the basis of $ _______________ per:

   (i) square foot of total area net area.

   (ii) acre of total area net area.

   (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

   (i) public roadways;

   (ii) right-of-way and easements other than those that directly provide utility services to the Property; and

   (iii) _______________________________________________________

   (c) If the sales price is adjusted by more than __________% of the stated sales price, either party may terminate this contract by providing written notice to the other party within __________ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _______________.

   This contract:

   (1) is not contingent upon Buyer obtaining third party financing.

   (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1934).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1934), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _______________.

☐ C. Seller Financing: the delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1934) in the amount of $ _______________

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 15,000 as earnest money with Sendera Title (title company) at 1416 McKinney Ave, Ste 401k, Dallas, TX 75204 (address) Chuck Brown, CEO & Attorney (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. See Addendum to Commercial Contract - Unimproved Property

B. Buyer will deposit an additional amount of $ _______________ with the title company to be made part of the earnest money on or before:

   (i) __________ days after Buyer's right to terminate under Paragraph 7B expires; or

   (ii) __________ Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

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[Initials for Identification by Seller and Buyer]
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally-insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY: See Addendum to Commercial Contract - Unimproved Property

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the "title policy") issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy subject only to:

(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

(a) will not be amended or deleted from the title policy;

(b) will be amended to read "shortages in areas" at the expense of Buyer

(3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the "commitment") including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey:

(1) Buyer will obtain a survey of the Property and deliver a copy of the survey to Seller. The survey must be made in accordance with the (i) ALTA/ASPM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 4A survey under the appropriate condition. Seller will reimburse Buyer ________________ (insert amount) the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the (i) ALTA/ASPM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 4A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ________________ (insert amount) the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Obligations to the Commitment and Survey:

(1) Within _____ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: 

(a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or

(b) the items show that any part of the Property lies in a special flood hazard area (an "A," "V," or "B" zone as defined by FEMA). If Paragraph 6B(1) applies:
Commercial Contract - Unimproved Property concerning 1-6.78 ac site located at 2015-2025 S. Cooper Street, Arlington, TX

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ __________ so that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $ __________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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Initiated for Identification by Seller and Buyer
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within [14] days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- [ ] (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- [ ] (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- [ ] (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- [ ] (d) copies property tax statements for the Property for the previous 2 calendar years;
- [ ] (e) plates of the Property;
- [ ] (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- [X] (g) Copies of all documents in the Seller's possession that are reasonably obtainable

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- [ ] (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- [X] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- [ ] (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

6. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new leases, fail to comply with any existing leases, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- [ ] (1) any failure by Seller to comply with Seller's obligations under the leases;
- [ ] (2) any circumstances under any lease that enable the tenant to terminate the lease or seek any offsets or damages;
- [ ] (3) any advance sums paid by a tenant under any lease;
- [ ] (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

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Initiated for Identification by [Signature] and Buyer [Signature]
Commerciaal Contract - Unimproved Property concerning 6.71 acres located at 2015-2025 S. Cooper Street, Arlington, TX

(8) Any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within ______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ______ by each tenant that occupies space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third-party lender providing financing under Paragraph 4 if the third-party lender requests such additional information at least 40 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: NONE

Cooperating Broker: Sally A. Gaskin

B. Fees: (Check only 1 or 2 below.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

The cash fees will be paid in Tarrant County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ___ days after the expiration of the feasibility period.
   (2) August 31, 2020 (specific date).

B. If either party fails to close by the closing date, the non-defauling party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller’s expense, a [ ] general [ ] special warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference it in Paragraph 22D.) See Addendum to Commercial Contract - Unimproved Property.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any other expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.
15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the escrow certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
Commercial Contract - Unimproved Property concerning +6.78 acres located at 8025 S. Cooper Street, Arlington, TX

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller [X] Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief, (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
1. any subsurface structures, pits, waste, springs, or improvements;
2. any pending or threatened litigation, condemnation, or assessment affecting the Property;
3. any environmental hazards or conditions that materially affect the Property;
4. whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
5. whether asbestos-containing materials, vocs, formaldehyde, foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or were ever on the Property;
6. any wildlife, as defined by federal or state law or regulation, on the Property;
7. any threatened or endangered species or their habitat on the Property;
8. any present or past infestation of wood destroying insects in the Property's improvements;
9. any contemplated material changes to the Property or surrounding areas that would materially and detrimentally affect the ordinary use of the Property;
10. any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (4)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties' addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

☐ A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

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Initiated for Identification by Seller and Buyer.
Commercial Contract - Unimproved Property concerning 20.78 ac site located at 2015-2025 S. Cooper Street, Arlington, TX

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

(1) Property Description Exhibit identified in Paragraph 2;
(2) Commercial Contract Financing Addendum (TAR-1931);
(3) Commercial Property Condition Statement (TAR-1408);
(4) Commercial Contract Addendum for Special Provisions (TAR-1940);
(5) Notice to Purchaser of Real Property in a Water District (MUD);
(6) Addendum for Coastal Area Property (TAR-1915);
(7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
(8) Information About Brokerage Services (TAR-2501); and
(9) Addendum to Commercial Contract - Unimproved Property

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §51.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOT\ICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _________________, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.
**AGREEMENT BETWEEN BROKERS**

Principal Broker agrees to pay (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $________, or
- _______% of the sales price, or
- _______% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: __________________________________________

Cooperating Broker: _________________________________________

By: ____________________________________________

By: ____________________________________________

**ATTORNEYS**

| Seller's attorney: __________________________ | Buyer's attorney: Robert Cheung |
| Address: __________________________ | Shutts & Bowen, LLP |
| Phone & Fax: __________________________ | Address: 200 South Biscayne Boulevard, Suite 4100, Miami, FL 33131 |
| E-mail: __________________________ | Phone & Fax: __________________________ |

Seller's attorney requests copies of documents, notices, and other information:

- [X] the title company sends to Seller.
- [ ] Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- [ ] the title company sends to Buyer.
- [ ] Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day __________, 2009 (effective date);
- B. earned money in the amount of $________ in the form of

Title company: Sendera Title Co.

Address: 4161 McKinney Ave, Ste 401

Dallas, TX 78704

Phone & Fax: 214.891.1957

Assigned fee number (GFID): __________

E-mail: mc-commercial@senderatitle.com

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(TAR-1801) 1-1-16

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Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

• A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
• A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

• Put the interests of the client above all others, including the broker's own interests;
• Inform the client of any material information about the property or transaction received by the broker;
• Answer the client's questions and present any offer to or counter-offer from the client; and
• Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

• Must treat all parties to the transaction impartially and fairly;
• May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
• Must not, unless specifically authorized in writing to do so by the party, disclose:
  o that the owner will accept a price less than the written asking price;
  o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

• The broker's duties and responsibilities to you, and your obligations under the representation agreement.
• Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

SGI Ventures, Inc. 9009012 Sally@SGIVentures.net (713)882-3233
Licensed Broker/Broker Firm Name or License No. Email Phone
Primary Assumed Business Name Sally A. Gaskin 0353183 Sally@SGIVentures.net (713)882-3233
Designated Broker of Firm Email Phone
Licensed Supervisor of Sales Agent/ License No. Email Phone
Associate
Sales Agent/Associate's Name License No. Email Phone

Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission
TXR-2501
Information available at www.trec.texas.gov
IABS 1-0 Date
General

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com
SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Addendum") is made by and between NATIONWIDE ADVERTISING SPECIALTY COMPANY, INC., a Texas corporation ("Seller"), whose address is 803 Moore Road, Mansfield, Texas 76063, and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5901-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property dated of even date herewith (the "Contract");

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as follows:

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer's review of and objection to title to the Property:

   (a) Within the Feasibility Period, Buyer may, at its expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner's title insurance policy covering the Property (the "Title Policy") from a title insurance company selected by Buyer (the "Title Company") and (ii) a survey of the Property (the "Survey").

   (b) Buyer shall, no later than the expiration of the Feasibility Period, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed "Permitted Exceptions". If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all of the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that this Contract is terminated, in which case the Escrow Deposit (as defined herein), less the independent consideration provided for in paragraph 7.B.(1) of the Contract, (the "Independent Consideration") shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.
(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the “Title Update”) and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of Section 2(e) above regarding Buyer’s rights to object and Seller’s obligation to respond shall apply to those matters.

2. Earnest Money: Inspections.

(a) Within three (3) days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Fifteen Thousand and No/100 Dollars ($15,000.00) (the “Initial Deposit”) with the Title Company (the “Escrow Agent”). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Twenty Five Thousand and No/100 Dollars ($25,000.00) (the “Second Deposit”) within two (2) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the “Escrow Deposit”. If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the $100.00 Independent Consideration, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum.

(b) At all times during the Feasibility Period and thereafter for so long as the Agreement has not been terminated, Buyer and its contractors, consultants, employees and agents (collectively, the “Buyer Representatives”) shall have the right to enter upon the Property to conduct such tests, studies and analyses including, without limitation, soil, environmental and hazardous materials (including asbestos) tests and studies which Buyer determines to be necessary, proper or desirable.

In the event that Buyer terminates the Agreement in accordance with the terms hereof, Buyer shall deliver to Seller copies of the Survey, any and all tests, inspections, studies, examinations, reports, engineering data, plats, submissions or applications with governmental agencies, or other data Buyer has compiled on the Property (other than materials which Buyer deems to be confidential or proprietary) (the “Due Diligence Materials”) which Seller may use at its own risk, it being agreed that Buyer shall make no representation or warranty of any kind or
nature whatsoever, express or implied, regarding the Due Diligence Materials, including, without limitation, the truth, accuracy or completeness of the Due Diligence Materials. Notwithstanding the foregoing, in the event the Agreement is terminated due to a default by Seller, Buyer shall have no obligation to provide the Due Diligence Materials to Seller.

3. **Legal Description.** Notwithstanding any contrary provision in the Contract or herein, if Buyer’s Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel(s) by a quitclaim deed without warranty.

4. **Seller’s Representations, Warranties and Covenants.** As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

   (a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required.

   (b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

   (c) Seller owns the Property in fee simple, subject only to the Permitted Exceptions.

   (d) There are no actions, suits or proceedings pending or, to the best of Seller’s current actual knowledge, threatened against Seller or the Property.

   (e) There are no condemnation or eminent domain proceedings pending or to the Seller’s knowledge, threatened concerning the Property, and Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

   (f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, Seller has no knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance.

   (g) Neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, obligation to which Seller is a party, or by which Seller, the Property, or any of Seller’s assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s assets.
(h) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.

(i) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(j) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning of the Property or any other land use approvals relating to the Property without Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.

(k) Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. All requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.

(l) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property other than the leases listed on the rent roll attached hereto as Exhibit "A" (the "Leases") With respect to the Leases; (i) all of the information shown on the rent roll, including commencement dates, expiration dates, prepaid rent, monthly rental, security deposit, etc., is true and correct; (ii) Seller shall not enter into any new leases or modify, extend or renew any existing Lease, without Buyer's consent, which consent may be withheld in Buyer's sole and absolute discretion; (iii) there are no defaults under any of the Leases by either party; (iv) there are no leasing commissions or similar payments or any unpaid tenant improvement allowances required to be made in connection with any of the Leases, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims for same (the foregoing indemnification provision shall survive Closing); (v) Seller has handled all security deposits and other similar sums in accordance with all applicable statutory requirements, and shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing); and (vi) Seller has paid any and all applicable sales and use taxes in connection with the ownership and operation of the Property and has filed all applicable reports and filings required in connection therewith, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing).

(m) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.
(n) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(o) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and "Open Permits" means any open permits with respect to the Property.

(p) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to the best of Seller's knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

The representations contained in this Section 4 shall survive the Closing.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation, and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use, including, without limitation, the Zoning Approval (as defined herein). Buyer's "Intended Use" shall refer to the development of the Property with no less than one hundred fifty (150) multifamily residential units.

6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

(a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(b) By Closing, Buyer shall have been approved for TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition
precedent to obtain TDHCA Financing. For purposes of this Addendum, the term “TDHCA Financing” means, collectively: (i) an award from Texas Department of Housing and Community Affairs (“TDHCA”) in the 2020 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (“Tax Credits”), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer’s sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

(c) Buyer shall have obtained all necessary approvals from the City of Arlington, with all time to appeal such approval having expired and no appeal then pending and no appeal instituted, to cause the Property to be re-zoned to a zoning designation which permits Buyer’s Intended Use, provided that, in the event Closing does not occur, Seller’s existing use is not disturbed (the “Zoning Approval”).

(d) Buyer shall have determined that there is sufficient access and/or capacity or availability of sewer, water or other utilities at the Property.

Prior to January 9th, 2020, Seller shall deliver to Buyer a fully executed amendment to each of the Leases (collectively, the “Lease Amendments”) which provides (i) that the term of such Lease or other right of occupancy will expire, and such tenant will vacate their respective premises on or before December 31, 2020 (with no options to extend or renew) or (ii) that commencing on December 31, 2020, the term of such Lease shall reflect a month-to-month tenancy, terminable on not more than thirty (30) days prior written notice. If the Seller does not deliver satisfactory amendments to the leases within this timeframe he will be in default of the contract. However, it is understood the Buyer may elect not to proceed with the purchase of the property.

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the times specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to Section 6(b) above, Buyer’s withdrawal or its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company on or before August 31, 2020 (the “Closing Date”). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than December 31, 2020) by exercising up to four (4)
consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a “Closing Extension”). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars ($10,000.00) (“Extension Fee”) to Seller within two (2) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller’s inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.

8. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in their entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Escrow Deposit (less the Independent Consideration) and any interest accrued thereon and (2) recover from Seller damages in an amount equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property, but not to exceed $150,000.00, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller’s default consists of a sale of the Property to a third party in violation of Buyer’s rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

9. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Sally Gaskin of SGI Ventures, Inc., whose commission shall be paid by Seller pursuant to separate agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys’ fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.

10. Escrow Deposit.
(a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the “Agreement”), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor’s accounts to exceed $250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Tarrant County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Tarrant County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Tarrant County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney’s fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney’s fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the “Title Company Costs”), excluding any costs, damages, judgment, attorney’s fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such
appointment, deliver the Escrow Deposit and corresponding escrow documents to such succession. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, the Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney’s fees that are incurred as a result of having to petition the court for the appointment of a successor.

11. Mineral Rights. Notwithstanding anything in this Agreement to the contrary, in the special warranty deed conveying title to the Property from Seller to Buyer, Seller shall reserve any mineral or royalty interest in oil, gas and other minerals in, under and that may be produced from the Property; provided, however, to the extent Seller has the legal right to do so, Seller shall waive any rights to use the surface of the Property for any mineral development.

12. Resolution of Disputes. If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through non-binding mediation within thirty (30) days after such dispute arises by submitting the dispute to a sole mediator selected by the parties. If such dispute is not resolved by such non-binding mediation within thirty (30) days after such dispute arises, the parties shall have the right to resort to any remedies permitted by law. The direct expenses of the mediation, including the compensation and expenses of the mediator, shall be borne equally by the parties.

13. Waiver of Jury Trial. Seller and Buyer waive any right to have a jury participate in resolving any dispute whether sounding in contract, tort or otherwise arising out of, connected with, related to or incidental to the Contract or this Addendum or the relationship established between them in connection with the Contract and this Addendum. Any such disputes shall be resolved in a bench trial without a jury.

14. Binding Effect. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

15. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.

16. Counterparts. The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.

17. Conflict. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract
remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

[Signatures appear on following page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

NATIONWIDE ADVERTISING
SPECIALTY COMPANY, INC., a Texas corporation

[Signature]

John Newbern, President

BUYER:

SAIGEBROOK DEVELOPMENT, LLC., a Florida limited liability company, and/or assigns

[Signature]

Lisa Stephens, President

Date: 10/21/2019
EXHIBIT "A"

Rent Roll
### Nationwide Advertising Specialty Company Renter’s List

**February, 2019**

<table>
<thead>
<tr>
<th>Renter</th>
<th>Space#</th>
<th>Monthly Rent</th>
<th>Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Gym</td>
<td>2025</td>
<td>$5,000.00</td>
<td>11-2020</td>
</tr>
<tr>
<td>Shop N Go</td>
<td>2021 K</td>
<td>$1,800.00</td>
<td>7-2023</td>
</tr>
<tr>
<td>Leland’s</td>
<td>2017, 2023, &amp; A</td>
<td>$5,250.00</td>
<td>8-2021</td>
</tr>
<tr>
<td>Community</td>
<td>2015</td>
<td>$2,750.00</td>
<td>7-2022</td>
</tr>
<tr>
<td>Event Center</td>
<td>2017</td>
<td>$3,200.00</td>
<td>5-2022</td>
</tr>
<tr>
<td>Showdown</td>
<td>2019</td>
<td>$2,000.00</td>
<td>5-2021</td>
</tr>
<tr>
<td>Tax Service</td>
<td>2021 B</td>
<td>$550.00</td>
<td>month</td>
</tr>
<tr>
<td>Ideal Computers</td>
<td>2021 C&amp;D</td>
<td>$1,100.00</td>
<td>month</td>
</tr>
<tr>
<td>Dovice Salon</td>
<td>2021 E</td>
<td>$550.00</td>
<td>month</td>
</tr>
<tr>
<td>Good Clips</td>
<td>2021F</td>
<td>$550.00</td>
<td>month</td>
</tr>
<tr>
<td>Juan Garcia</td>
<td>2021G</td>
<td>$500.00</td>
<td>month</td>
</tr>
<tr>
<td>Main Street Café</td>
<td>2023A</td>
<td>$2,050.00</td>
<td>2-2021</td>
</tr>
<tr>
<td>Cover All Bases</td>
<td>2025A</td>
<td>$3,600.00</td>
<td>6-2021</td>
</tr>
<tr>
<td>Nationwide Advertising</td>
<td>East End 2025</td>
<td>Personal Use 15,000 sq.ft.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL MONTHLY RENT: $28,900**

**ANNUAL RENT TOTAL: $346,800**
AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Amendment”) is made as of December 27, 2019 (the “Effective Date”) between NATIONWIDE ADVERTISING SPECIALITY COMPANY, INC., a Texas corporation (the “Seller”), and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (the “Buyer”).

RECITALS:

WHEREAS, Buyer and Seller are parties to that certain Commercial Contract – Unimproved Property dated on or about October 21, 2019 (the “Contract”), as amended by that certain Special Provisions Addendum to Commercial Contract – Unimproved Property (the “Addendum”; together with the Contract, the “Agreement”), pertaining to certain real property located in Arlington, Texas, as more particularly described in the Agreement;

WHEREAS, Buyer and Seller hereby agree to modify the Agreement, subject to the terms and conditions more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals and true and correct, and are incorporated herein by this reference.

2. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the respective meanings given to them in the Agreement.

3. Closing Conditions. The second paragraph in Section 6(d) of the Addendum is hereby deleted in its entirety and replaced by the following:

   “Prior to 5:00 p.m. EST on February 3, 2020 (“Lease Amendment Deadline”), Seller shall deliver to Buyer a fully executed amendment to each of the Leases (collectively, the “Lease Amendments”) which provides (i) that the term of such Lease or other right of occupancy will expire, and such tenant will vacate their respective premises on or before March 31, 2021 (with no options to extend or renew) or (ii) that commencing on March 31, 2021, the term of such Lease shall reflect a month-to-month tenancy, terminable on not more than thirty (30) days prior written notice. If the Seller does not deliver satisfactory amendments to the Leases by the Lease Amendment Deadline, the Seller will not be in breach of the Agreement, in which case, however, Seller agrees Buyer may elect to terminate the Agreement.”

4. Closing. Section 7 of the Addendum is hereby deleted in its entirety and replaced by the following:
“7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Agreement and subject to the terms and conditions of the Agreement, Closing will take place at the offices of the Title Company on or before October 31, 2020 (the “Closing Date”). Buyer shall have the right to close this transaction prior to the then-scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the newly scheduled Closing Date. Buyer shall also have the right to extend the Closing Date (but no later than March 31, 2021) by exercising up to five (5) consecutive one-month Closing Extensions (each one-month Closing extension being referred to herein as a “Closing Extension”). If Buyer elects to exercise a Closing Extension, it shall notify the Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) (“Extension Fee”) to Seller within two (2) business days following the previously-scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month, through the last business day of the calendar month following the month of the previously-scheduled Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by the Seller under the Agreement (as amended by the Amendment) or Seller’s inability to deliver indefeasible title to the Property, in which case each Extension Fee paid to Seller shall be immediately returned to Buyer. Buyer will receive a credit towards its payment of the Purchase Price for each Extension Fee paid to Seller.”

5. Conflicts. Except as expressly amended by this Amendment, the Agreement shall govern the relationship between the parties with respect to the Property. In the event of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall be controlling.

6. Counterparts; Electronic Delivery. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument. Notwithstanding anything to the contrary in the Agreement, this Amendment may be delivered via facsimile, PDF or other electronic transmission.

7. Entire Agreement. The Agreement, as amended by this Amendment, embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into the Agreement, as amended by this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

SELLER:

NATIONWIDE ADVERTISING SPECIALTY COMPANY, INC., a TEXAS corporation

By: John W. Newbern
Name: "John W. Newbern"
Title: President

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, and/or assigns

By: Lisa Stephens, President
SECOND AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

THIS SECOND AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Amendment”) is made as of February 2020 (the “Effective Date”) between NATIONWIDE ADVERTISING SPECIALITY COMPANY, INC., a Texas corporation (the “Seller”), and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (the “Buyer”).

RECITALS:

WHEREAS, Buyer and Seller are parties to that certain Commercial Contract – Unimproved Property having an effective date of October 21, 2019 (the “Contract”), as supplemented by that certain Special Provisions Addendum to Commercial Contract – Unimproved Property (the “Addendum”) as amended by that certain Amendment to Commercial Contract – Unimproved Property (the “First Amendment”; together with the Contract and the Addendum, the “Agreement”), pertaining to certain real property located in Arlington, Texas, as more particularly described in the Agreement;

WHEREAS, Buyer and Seller hereby agree to modify the Agreement, subject to the terms and conditions more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals and true and correct, and are incorporated herein by this reference.

2. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the respective meanings given to them in the Agreement.

3. Rent Roll. Exhibit “A” of the Addendum is hereby deleted in its entirety and replaced by Exhibit “A” attached hereto and made a part hereof. From and after the Effective Date, the term “Leases” shall mean those leases referenced in Exhibit “A” attached hereto and made a part hereof.

4. Closing Conditions. Notwithstanding anything to the contrary in Section 6(d) of the Addendum (as amended by Section 3 of the First Amendment), Seller shall not be required to deliver to Buyer as a Closing Condition an amendment to the Leases referred to in the Rent Roll as (i) Cover All Bases and (ii) Leland’s, provided, however, that Seller shall deliver to Buyer (on or before the date of Closing) evidence reasonably satisfactory to Buyer that such Leases shall expire no later than June 30, 2021 (with no options to extend or renew).

5. Closing Date/Closing Extensions. Section 7 of the Addendum is hereby deleted in its entirety and replaced by the following:
7. **Closing.** Unless sooner terminated by either Seller or Buyer pursuant to the provisions and subject to the terms and conditions of the Agreement, Closing shall take place at the offices of the Title Company on or before January 31, 2021 (the “**Closing Date**”). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than June 30, 2021) by exercising up to five (5) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a “**Closing Extension**”). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars ($10,000.00) (“**Extension Fee**”) to Seller within two (2) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller’s inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.

6. **Reduction of Purchase Property.** From and after the Effective Date, the term “Property” shall mean that Property comprising approximately 5.715 acres, as depicted in Exhibit “B” attached hereto (subject, however, to the legal description of such Property as described in the final Survey of the Property).

7. **Temporary Demolition Easement.** Notwithstanding anything to the contrary contained in the Agreement or in this Amendment, Seller hereby grants to Buyer a temporary easement (“**Temporary Easement**”) for purposes of demolishing the Subject Building (as depicted in Exhibit “B”), a portion of which is located on Seller’s land adjacent to the Property (the “**Neighboring Property**”). The Temporary Easement shall become effective immediately upon Closing and shall terminate upon completion of all demolition work related to the Subject Building. Seller acknowledges and agrees that the Temporary Easement (and right to demolish the Subject Building) extends to the entirety of the Subject Building, including those portions of the Subject Building located on the Neighboring Property. This Section 6 shall survive the Closing.

8. **Sales Price Reduction.** Buyer and Seller hereby agree to reduce the Purchase Price of the Property to THREE MILLION TWO HUNDRED THOUSAND SEVEN HUNDRED THIRTY SEVEN and 00/100 DOLLARS ($3,200,737.00).

9. **Conflicts.** Except as expressly amended by this Amendment, the Agreement shall govern the relationship between the parties with respect to the Property. In the event of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall be controlling. From and after the Effective Date, references to the Agreement shall mean the Agreement as amended by this Amendment.

10. **Counterparts; Electronic Delivery.** This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one
instrument. Notwithstanding anything to the contrary in the Agreement, this Amendment may be delivered via facsimile, PDF or other electronic transmission.

11. Entire Agreement. The Agreement, as amended by this Amendment, embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into the Agreement, as amended by this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

SELLER:

NATIONWIDE ADVERTISING SPECIALTY COMPANY, INC., a Texas corporation

By: ____________________________
   Name: John W. Newbern
   Title: President

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a
Florida limited liability company, and/or assigns
By: [Signature]
Lisa Stephens, President
## Kestrel
### Final (2020) Rent Roll

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Address</th>
<th>Lease Expiration</th>
<th>Approximate SF</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Gym</td>
<td>2025</td>
<td>30-Nov-20</td>
<td>10,000 sf</td>
<td>1957</td>
</tr>
<tr>
<td>Shop N Go</td>
<td>2021K</td>
<td>21-Mar-21</td>
<td>1,250 sf</td>
<td>1970</td>
</tr>
<tr>
<td>Leland's</td>
<td>2021, 2023, &amp; A</td>
<td>30-Jun-21</td>
<td>3500 sf, 3000 sf, 800 sf</td>
<td>1965</td>
</tr>
<tr>
<td>Event Center (Argueta)</td>
<td>2017</td>
<td>31-Dec-20</td>
<td>2880 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Tax Service</td>
<td>B</td>
<td>Month to Month</td>
<td>800 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Ideal Computer</td>
<td>C &amp; D</td>
<td>Month to Month</td>
<td>1600 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Dovice Salon</td>
<td>E</td>
<td>Month to Month</td>
<td>800 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Good Clips</td>
<td>F</td>
<td>Month to Month</td>
<td>800 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Juan Garcia</td>
<td>G</td>
<td>Month to Month</td>
<td>800 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Main Street Café</td>
<td>2023A</td>
<td>28-Feb-21</td>
<td>2500 sf</td>
<td>1972</td>
</tr>
<tr>
<td>Cover All Bases</td>
<td>2025A</td>
<td>30-Jun-21</td>
<td>11,000 sf</td>
<td>1963</td>
</tr>
<tr>
<td>Nationwide Advantage</td>
<td>2025 East</td>
<td>31-Mar-21</td>
<td>10,000 sf</td>
<td>1955</td>
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</tbody>
</table>
Exhibit B-1

4.75 Acres
SOUTH TRACT

BEING a portion of Lot A-R-1, Newbern Addition, an addition to the City of Arlington, Tarrant, County, Texas as it appears upon the plat recorded in Instrument Number D214213996, Official Public Records of Tarrant County, Texas (OPRTCT), and a portion of Lot C, Newbern Addition, an addition to the City of Arlington, Tarrant County, Texas, as it appears upon the plat recorded in Volume 388-47, Page 768, Plat Records of Tarrant County, Texas (PRTCT), situated in the John Hyden Survey, Abstract No. 712 and more particularly described by metes and bounds as follows;

COMMENCING at a 3/8” iron rod found at the northeast corner of said Lot A-R-1, same being a re-entrant corner of Lot 7, J. Hyden Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-70, Page 17, of the said Plat Records;

THENCE South 00°14’58” West, with the east line of said Lot A-R-1, being common with a west line of said Lot 7, a distance of 142.47 feet the POINT OF BEGINNING of the tract being described;

THENCE South 00°14’58” West, continuing with the said common line, a distance of 179.05 feet to a 1/2” iron rod with yellow plastic cap marked “DiSciullo Terry” found at the southeast corner of said Lot A-R-1 and the southwest corner of said Lot 7 and in the north line of said Lot C, from which a 1/2” iron rod with plastic cap marked “5593” bears North 89°03’15” East, a distance of 2.36 feet;

THENCE South 89°10’31” East, with the north line of said Lot C, being common with the south line of said Lot 7, a distance of 269.30 feet to a 5/8” iron rod found at the northwest corner of a tract of land conveyed to B.P.O. Elks Lodge, No. 2114, as recorded in Volume 12961, Page 63, Deed Records, Tarrant County, Texas (DRTCT);

THENCE South 01°03’15” West, with the west line of said B.P.O. Elks Lodge tract, a distance of 203.24 feet to a 1/2” iron rod found with plastic cap stamped “4597” for the southwest corner of said B.P.O. Elks Lodge tract, in the south line of said Lot C and the north line of Lot 10 of J. Hayden Addition, as it appears upon the plat recorded in Volume 388-134, Page 67 of the said Plat Records;

THENCE North 88°57’58” West, along the said south line of Lot C and the said north line of Lot 10, a distance of 267.67 feet to a 3/8” iron rod found for angle point;

THENCE South 89°50’40” West, continuing along said south line of Lot C and the said north line of Lot 10, passing the northwest corner of said Lot 10 and the northeast corner of Lot 1 of Watson Frazar Addition, as it appears upon the plat recorded in Volume 388-46, Page 763 of the said Plat Records, and continuing a distance of 410.54 feet to a 1/2” iron rod found with pink plastic cap stamped “STANTON RPLS 6173” in a curve to the left having a central angle of 14°26’08”, a radius of 813.94 feet and a chord bearing and distance of North 08°23’20” East, 204.53 feet and being in the east right of way line of South Cooper Street;
THENCE along the said east right of way line, an arc length of 205.07 feet to an “X” found cut in concrete at its end;

THENCE North 89°59’10” East, along the said east right of way line, a distance of 5.00 feet to a 1/2” iron rod found with plastic cap stamped “DiSciullo & Terry” for corner;

THENCE North 00°55’30” West, along the said east right of way line, a distance of 207.15 feet;

THENCE over and across said Lot A-R-1 the following:

   East, a distance 135.13 feet to the beginning of a curve to the right having a central angle of 17°36’23”, a radius of 42.00 feet and a chord bearing and distance of South 81°11’49” East, 12.86 feet;

   Along said curve, an arc length of 12.91 feet to its end;

   South 72°23’37” East, a distance of 76.41 feet to the beginning of a curve to the left having a central angle of 17°36’23”, a radius of 42.00 feet and a chord bearing and distance of South 81°11’49” East, 12.86 feet;

   Along said curve, an arc length of 12.91 feet to its end;

   East, a distance of 148.55 feet to the place of beginning and containing 206,927 square feet or 4.750 acres, more or less.
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
COMMITMENT FOR TITLE INSURANCE (Form T-7)

ISSUED BY: ALLIANT NATIONAL TITLE INSURANCE COMPANY

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

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

ATTEST:

Countersigned:
Silver Star Title LLC dba Sendera Title
4181 McKinney Avenue
Suite 401
Dallas, TX 75204

Authorized Agent or Officer

ALLIANT NATIONAL TITLE INSURANCE COMPANY

By: [Signature]
President

By: [Signature]
Secretary

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.
COMMITMENT FOR TITLE INSURANCE    T-7

ISSUED BY

ALLIANT NATIONAL INSURANCE COMPANY

SCHEDULE A

Effective Date:  October 20, 2019, 8:00 am  
Commitment No. 3, issued  February 21, 2020, 8:00 am  
GF No. 1903856-MCCB

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: $3,200,737.00
      PROPOSED INSURED: KESTREL ON COOPER, LLLP, a Texas limited liability 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: Texas Department of Housing & Community Affairs
      Proposed Borrower: KESTREL ON COOPER, LLLP, a Texas limited liability limited partnership
   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)
      Binder 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:
   Nationwide Advertising Specialty Company, Inc., a Texas corporation

4. Legal description of land:
   SEE ATTACHED EXHIBIT "A"
EXHIBIT "A"

(SUBJECT TO SCHEDULE C REQUIREMENT FOR SURVEY)

BEING a portion of Lot A-R-1, Newbern Addition, an addition to the City of Arlington, Tarrant, County, Texas as it appears upon the plat recorded in Instrument Number D214213996, Official Public Records of Tarrant County, Texas (OPRTCT), and a portion of Lot C, Newbern Addition, an addition to the City of Arlington, Tarrant County, Texas, as it appears upon the plat recorded in Volume 388-53, Page 39, Plat Records of Tarrant County, Texas (PRTCT), situated in the John Hyden Survey, Abstract No. 712 and more particularly described by metes and bounds as follows;

COMMENCING at a 3/8” iron rod found at the northeast corner of said Lot A-R-1, same being a re-entrant corner of Lot 7, J. Hyden Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-70, Page 17, of the said Plat Records;

THENCE South 00°14'58" West, with the east line of said Lot A-R-1, being common with a west line of said Lot 7, a distance of 142.47 feet the POINT OF BEGINNING of the tract being described;

THENCE South 00°14'58" West, continuing with the said common line, a distance of 179.05 feet to a 1/2" iron rod with yellow plastic cap marked “DiSciullo Terry” found at the southeast corner of said Lot A-R-1 and the southwest corner of said Lot 7 and in the north line of said Lot C, from which a 1/2" iron rod with plastic cap marked “5593” bears North 89°03’15” East, a distance of 2.36 feet;

THENCE South 89°10’31” East, with the north line of said Lot C, being common with the south line of said Lot 7, a distance of 269.30 feet to a 5/8" iron rod found at the northwest corner of a tract of land conveyed to B.P.O. Elks Lodge, No. 2114, as recorded in Volume 1296, Page 63, Deed Records, Tarrant County, Texas (DRTCT);

THENCE South 01°03’15” West, with the west line of said B.P.O. Elks Lodge tract, a distance of 203.24 feet to a 1/2” iron rod found with plastic cap stamped “4597” for the southwest corner of said B.P.O. Elks Lodge tract, in the south line of said Lot C and the north line of Lot 10 of J. Hayden Addition, as it appears upon the plat recorded in Volume 388-134, Page 67 of the said Plat Records;

THENCE North 88°57’58” West, along the said south line of Lot C and the said north line of Lot 10, a distance of 267.67 feet to a 3/8” iron rod found for angle point;

THENCE South 89°50’40” West, continuing along said south line of Lot C and the said north line of Lot 10, passing the northwest corner of said Lot 10 and the northeast corner of Lot 1 of Watson Frazier Addition, as it appears upon the plat recorded in Volume 388-46, Page 763 of the said Plat Records, and continuing a distance of 410.54 feet to a 1/2” iron rod found with pink plastic cap stamped “STANTON RPLS 6173” in a curve to the left having a central angle of 14°26’08”, a radius of 813.94 feet and a chord bearing and distance of North 08°23’20” East, 204.53 feet and being in the east right of way line of South Cooper Street;

THENCE along the said east right of way line, an arc length of 205.07 feet to an “X” found cut in concrete at its end;

THENCE North 89°59’10” East, along the said east right of way line, a distance of 5.00 feet to a 1/2” iron rod found with plastic cap stamped “DiSciullo & Terry” for corner;

THENCE North 00°55’30” West, along the said east right of way line, a distance of 207.15 feet;
THENCE over and across said Lot A-R-1 the following:

East, a distance 135.13 feet to the beginning of a curve to the right having a central angle of 17°36'23", a radius of 42.00 feet and a chord bearing and distance of South 81°11'49" East, 12.86 feet;

Along said curve, an arc length of 12.91 feet to its end;

South 72°23'37" East, a distance of 76.41 feet to the beginning of a curve to the left having a central angle of 17°36'23", a radius of 42.00 feet and a chord bearing and distance of South 81°11'49" East, 12.86 feet;

Along said curve, an arc length of 12.91 feet to its end;

East, a distance of 148.55 feet to the place of beginning and containing 206,927 square feet or 4.750 acres, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

ALLIANT NATIONAL INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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):

   Those recorded under Instrument No. D214213996, Plat Records, Tarrant County, Texas.

   Note: Deleting therefrom any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

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's Policy only.)

4. Any titles 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 of navigable or perennial rivers and streams, lakes, bays, gulfs 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's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, 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 year. (If Texas Short Form Residential Loan 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 _____ 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 Loan 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 Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan 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 Loan 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. 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.

   b. Rights of parties in possession (Owner’s Policy Only).

   c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

   d. The following building lines and easements, as dedicated by plats recorded in Volume 388-103, Page 962; and under Instrument No. D214213996, Plat Records, Tarrant County, Texas:

   5 foot Street Dedication along the West side;
   10 Building Line and Utility Easement along the West side;
   5 foot Utility Easement along the South and East sides

   e. An easement to Lone Star Gas Company, dated January 8, 1970, executed by John Newbern, recorded in Volume 4833, Page 653, Deed Records, Tarrant County, Texas; and shown on Plat recorded under Instrument No. D214213996, Plat Records, Tarrant County, Texas.


   g. An easement to Texas Electric Service Company, dated August 6, 1970, executed by John W. Newbern, recorded in Volume 4932, Page 401, Deed Records, Tarrant County, Texas; and shown on Plat recorded under Instrument No. D214213996, Plat Records, Tarrant County, Texas.


   j. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated February 29, 2008, between Nationwide Advertising Specialty Company, as Lessor and Carrizo Oil & Gas, Inc., as Lessee, recorded under Instrument No. D208112836, Official Public Records, Tarrant County, Texas. Title to said lease not checked subsequent to date of aforesaid instrument.

   k. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway, including, but not limited to, that portion of subject property lying in State Highway 157, aka S. Cooper Street, along the West sides.
I. Rights of tenants in possession, as tenants only, pursuant to written but unrecorded leases in effect at Date of Policy, which leases do not contain any rights of purchase or rights of first refusal.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

ALLIANT NATIONAL INSURANCE COMPANY

SCHEDULE C

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 Loan 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. Labor Lien asserted by the City of Arlington, Texas, claiming a lien in the sum of $138.00, filed January 20, 1995, recorded in Volume 11858, Page 1215, Official Public Records, Tarrant County, Texas.


7. Labor Lien asserted by the City of Arlington, Texas, claiming a lien in the sum of $138.00, filed December 29, 1995, recorded in Volume 12213, Page 728, Official Public Records, Tarrant County, Texas.

8. Company requires to be provided with current survey containing the legal as shown on Schedule A of this commitment.

9. The Company requires the following evidence of authority for Nationwide Advertising Specialty Company, Inc., the Texas corporation which is a party to the subject transaction:
   a. A copy of the corporation By-laws and Articles of Incorporation
   b. An original or certified copy of a resolution authorizing the transaction contemplated herein
   c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
10. The Company requires the following evidence of authority for Saigebrook Development, LLC, the limited liability company which is a party to the subject transaction:
   a. Current Certificate of Existence from the Secretary of State,
   b. Current Certificate of Good Standing from the State Comptroller,
   c. Resolution of the Members authorizing the present transaction and those parties executing instruments on behalf of the limited liability company,
   d. Copy of the Articles of Organization and any amendments thereto, and
   e. Copy of the Regulations adopted by the members of the limited liability company and any amendments thereto.

11. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of survey acceptable to the Company; and (ii) payment of all expenses in connection with the survey; and (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

12. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay an additional fifteen percent (15%) premium of the Basic Rate for your Owner Policy for the coverage, and we provided with a satisfactory survey, pursuant to Procedural Rule P2.

   Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional fifteen percent (15%) premium unless on or before the date of closing you advise the company in writing that you reject this coverage.

   If you do not get this insurance, you will have to hire your own attorney and surveyor, if necessary, and you will not be protected under your Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

13. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser or lender in the transaction and request deletion of the arbitration provision, please advise us so prior to closing by executing the Addendum to this Commitment and returning it to us, or inform us in your closing instructions.

14. Procedural Rule P-27, as provided for by Article 9.39 of the Texas Insurance Code, requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account.

15. NOTE: The following note is for informational purposes only:

   The following deed(s) affecting the subject property were recorded within the 24 month period prior to the effective date of this commitment:

   None
COMMITMENT FOR TITLE INSURANCE  T-7

SCHEDULE D

GF No. 1903856-MCCB  Effective Date: October 20, 2019, 8:00 am

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 following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
   The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2019:
   o * Robert J. Grubb
   o * Bruce Williamson
   o * Wyatt Millar
   o * Dawn Enoch Moore
   o * Victor Masaya
   o * David Sinclair, President
   o Robert Scott Hendrickson, Treasurer
   o Phyllis J. Mulder, Secretary

   * Indicates Director

   Presidio Investors ATC Holdco, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Presidio Investors ATC, LP owns ten percent or more of Presidio Investors ATC Holdco, LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

   Silver Star Title, LLC dba Sendera Title
   4161 McKinney Ave., Suite 401
   Dallas, Texas 75204

   (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 are as follows:

       Charles S. Brown - 70%
       CBII, LLC, a Texas limited liability company - 30%
       (Charles S. Brown owns all of the membership interest in CBII, LLC)

   (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.

   (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.

   (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.

   (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).

Charles S. Brown - Chief Executive Officer
Jeanie Acord - Senior Vice President
Vanda Harvey - SVP/CFO
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Owner’s Policy</td>
<td>$15,104.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$100.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$15,204.00</strong></td>
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</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

*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.*
TEXAS TITLE INSURANCE INFORMATION

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 pérdidas 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 entenderlo 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, ensure 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 1-877-788-9800 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.
<table>
<thead>
<tr>
<th>IMPORTANT NOTICE</th>
<th>AVISO IMPORTANTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>To obtain information or make a complaint:</td>
<td>Para obtener información o para presentar una queja:</td>
</tr>
<tr>
<td>You may call Alliant National Title Insurance Company’s toll free telephone number for information or to make a complaint at:</td>
<td>Usted puede llamar al número de teléfono gratuito de Alliant National Title Insurance Company para obtener información o para presentar una queja al:</td>
</tr>
<tr>
<td>1-877-788-9800</td>
<td>1-877-788-9800</td>
</tr>
<tr>
<td>You may also write to Alliant National Title Insurance Company at:</td>
<td>Usted también puede escribir a Alliant National Title Insurance Company:</td>
</tr>
<tr>
<td>1831 Lefthand Circle, Suite G Longmont, CO 80501</td>
<td>1831 Lefthand Circle, Suite G Longmont, CO 80501</td>
</tr>
<tr>
<td><a href="mailto:noc@alliantnational.com">noc@alliantnational.com</a></td>
<td><a href="mailto:noc@alliantnational.com">noc@alliantnational.com</a></td>
</tr>
<tr>
<td>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:</td>
<td>Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:</td>
</tr>
<tr>
<td>1-800-252-3439</td>
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</tr>
<tr>
<td>You may write the Texas Department of Insurance:</td>
<td>Usted puede escribir al Departamento de Seguros de Texas a:</td>
</tr>
<tr>
<td>P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></td>
<td>P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></td>
</tr>
</tbody>
</table>

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim, you should contact Alliant National Title Insurance Company first. If the dispute is not resolved, you may then contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**
Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con Alliant National Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**
Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.*

SIGNATURE _______________________________ DATE _______________________________
Silver Star Title, LLC dba Sendera Title

Privacy Policy Notice

Purpose of this Notice: Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First American Title Insurance Company and Silver Star Title, LLC dba Sendera Title.

I. We may collect nonpublic personal information about you from the following sources: Information we receive from you such as on applications or other forms.
II. Information about your transactions we secure from our files, or from our affiliates or others.
III. Information we receive from a consumer reporting agency.
IV. Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

I. Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
II. Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
PRIVACY POLICY NOTICE

ISSUED BY: ALLIANT NATIONAL TITLE INSURANCE COMPANY

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.
2020 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis
Census Tract Map
Kestrel on Cooper
Resolution No. 20-049

A resolution supporting the application of O-SDA Industries and/or Saigebrook Development to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 2017-2025 South Cooper Street, in Arlington, Texas, to be named Kestrel on Cooper

WHEREAS, O-SDA Industries and/or Saigebrook Development has proposed a development of affordable rental housing at 2017-2025 South Cooper Street, Arlington, Tarrant County, Texas, to be named Kestrel on Cooper; and

WHEREAS, O-SDA Industries and/or Saigebrook Development has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Multifamily 9% Housing Tax Credits for Kestrel on Cooper; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Kestrel on Cooper, Application #20147, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 25, 2020.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Kestrel on Cooper development.

IV.

Further, as provided for in 10 TAC §11.3(d), the City of Arlington hereby acknowledges that Kestrel on Cooper is located one linear mile or less from a development that serves the same target population as Kestrel on Cooper and has received an allocation
of Housing Tax Credits (or private activity bonds) for new construction since January 3, 2017 and the City of Arlington hereby approves the construction of the Kestrel on Cooper.

V.

Further, as provided for in 10 TAC §11.3(e) and §11.4(c)(1), the City hereby acknowledges that Kestrel on Cooper is located in a census tract that has more than 20% Housing Tax Credit Units per total households and the City hereby approves the construction of Kestrel pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

VI.

Further the City affirms that Kestrel on Cooper is consistent with the City’s obligation to affirmatively further fair housing.

VII.

Further, the City affirms that Kestrel on Cooper has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Heart of Arlington Neighborhood Plan.

VIII.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 25th day of February, 2020, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

(2)
2020 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected Officials

[ ] Elected officials were identified in the Pre-Application, and there have been no changes.

(If box above is checked, the rest of the form may be left BLANK.)

[ ] Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

[ ] No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

** US Representative

** 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.

<table>
<thead>
<tr>
<th>** US Representative</th>
<th>District</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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Support Letter

<table>
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<th>Support Letter</th>
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<table>
<thead>
<tr>
<th>City Mayor</th>
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<table>
<thead>
<tr>
<th>County Judge</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address

City

Zip

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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2/21/2020
2020 HTC Full Application

Part 2 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></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>3.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
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<th>4.</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<th>5.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
</tbody>
</table>

2/21/2020
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 or any other communications do not contain any statement that violates Department rules, statute, code, 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 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

2/14/2020
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 17 day of February, 2020

Notary Public Signature

ALICE MAY WOODS
Notary ID #132185678
My Commission Expires September 25, 2023
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:

- [ ] NA

NOTE: Definition of “Adaptive Reuse” has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

Previous TDHCA # NA

If Acquisition/Rehab or Rehab, original construction year: NA

If Reconstruction, Units Demolished NA

Units Reconstructed NA

2. The Target Population will be:

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: If “Elderly Development”, review 10 TAC §11.1(d)(47) to ensure compliance.</td>
</tr>
</tbody>
</table>

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):

- [ ] Persons with physical, intellectual, and/or developmental disabilities

- [ ] Youths aging out of foster care

- [ ] Persons eligible to receive primarily non-medical home or community-based services

- [ ] Persons transitioning out of institutionalized care

- [ ] Persons unable to secure permanent housing elsewhere due to high barriers

- [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)

- [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- [ ] Services will be provided by 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.

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.

- [ ] 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

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.

- [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that

- [ ] Homeless or Persons at-risk of homelessness

- [ ] Persons with physical, intellectual, and/or developmental disabilities

- [ ] Youth aging out of foster care

- [ ] Persons eligible to receive primarily non-medical home or community-based services

- [ ] Persons transitioning out of institutionalized care

- [ ] Persons unable to secure permanent housing elsewhere due to high barriers

- [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)

- [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.

- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

- [ ] 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

2/21/2020
3. Staff Determinations regarding definitions of development activity obtained?

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

If a revised form is submitted, date of submission: ______________________

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Kestrel on Cooper has a typical multifamily development with two 3-story residential buildings and one single-story community center building.
5. **Funding Request:**
Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)**
Identify any and all set-asides the application will be applying under with an “x”.
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>USDA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
</tbody>
</table>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**
Has this site/activity previously applied for TDHCA funds? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: NA

Has this site/activity previously received non-TDHCA federal funding? No
If yes, source: NA

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**
Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental
property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

☐ At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.

☒ At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

☐ Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 2/21/2020
2020 HTC
Full Application

Part 3 Tab 18

Development Activities Part I
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
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<tbody>
<tr>
<td>90</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

   X 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**
   
   X Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

   **OR:**
   
   X 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)**

   X 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).

   X 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)**

   X 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).

   X 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)]**

   X Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   **Yes**

   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).

   and

   X Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   **Yes**

   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).**
2020 HTC Full Application

Part 3 Tab 19

Development Activities Part II
### Development Activities II

**Self Score Total:** 132

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

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; **Points claimed: 9**
     - Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)
     - *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 MFDL units within the Development would be converted to be available to households at 15% AMGI.
     - *Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.

   **Application is seeking points for Rent Levels of Residents. Direct Loan Points Claimed: 0**

3. **Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]**

   - Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 **Direct Loan Points: 0**
   - Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 **Direct Loan Points: 0**
   - Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 **Direct Loan Points: 0**

   **Application is seeking points for Subsidy Per Unit. Direct Loan Points Claimed: 0**

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

   - Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

   - Total Number of Units at 50% or less of AMGI
     - Points claimed: 39
   - Number of 30% Units used to score points under §11.9(c)(2)*
     - Points claimed: 8
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
     - Points claimed: 31
   - Percentage used for calculation of eligible points under §11.9(c)(1)
     - Points claimed: 40.79%

   **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) **Points claimed: 0**
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) **Points claimed: 15**

   **B. Development proposed in all other areas.**
   - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) **Points claimed: 0**
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) **Points claimed: 0**

   **OR **(DO NOT COMPLETE BOTH)

   - Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

   **This box will populate after the 2/21/2020**
<table>
<thead>
<tr>
<th>C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA</th>
<th>Points Claimed:</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ The Average Income for the proposed Development will be 54% or lower (15 points).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ The Average Income for the proposed Development will be 55% or lower (13 points).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ The Average Income for the proposed Development will be 56% or lower (11 points).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Development proposed in all other areas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ The Average Income for the proposed Development will be 55% or lower (15 points).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ The Average Income for the proposed Development will be 56% or lower (13 points).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ The Average Income for the proposed Development will be 57% or lower (11 points).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Application is seeking points for Income Levels of Residents.**

<table>
<thead>
<tr>
<th>5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>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. <strong>These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:</strong></td>
</tr>
<tr>
<td>□ 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)</td>
</tr>
<tr>
<td>□ 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)</td>
</tr>
<tr>
<td>□ 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)</td>
</tr>
<tr>
<td>□ 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)</td>
</tr>
</tbody>
</table>

**Application is seeking points for Rent Levels of Residents.**

<table>
<thead>
<tr>
<th>6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 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.</td>
</tr>
<tr>
<td>□ Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.</td>
</tr>
</tbody>
</table>

**Application is seeking points for Resident Services.**

<table>
<thead>
<tr>
<th>7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 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)</td>
</tr>
<tr>
<td>□ 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)</td>
</tr>
</tbody>
</table>

**Application is seeking points for Residents with Special Housing Needs.**

<table>
<thead>
<tr>
<th>8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Development is requesting Pre-Application Points.</td>
</tr>
</tbody>
</table>

**Application is seeking points for Pre-Application Participation.**

<table>
<thead>
<tr>
<th>9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Development will maintain a 35 year Affordability Period.</td>
</tr>
<tr>
<td>□ Development will maintain a 40 year Affordability Period.</td>
</tr>
<tr>
<td>□ Development will maintain a 45 year Affordability Period.</td>
</tr>
</tbody>
</table>

**Application is seeking points for Extended Affordability.**

<table>
<thead>
<tr>
<th>10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
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.

Application is eligible for five (5) points.

11. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

   - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

12. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

   - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.

2/21/2020
2020 HTC
Full Application

Part 3 Tab 19

Historic Preservation

NA
2020 HTC
Full Application

Part 3 Tab 20

Existing Development Information

NA
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

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;
  - 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.

2/21/2020
#20147 Kestrel on Cooper

Full Application Deficiency Response 04-27-2020

1. The reference to the acreage can be found in paragraph 6 of the second amendment on page 177 of the application PDF file. This section stipulates that the acreage is shown in Exhibit B and subject to the final survey legal description. The final survey surveyed the site at 4.75 acres.

2. There are 2 accessible van spaces. The current parking requirements are shown on the site plan in the application. A parking variance will be requested from the City. See below information shown in the site plan.

3. The $500 in local funding was applied as a reduction to permitting fees and is stated in the notes portion of the Development Cost Schedule submitted in the application. See below.

<table>
<thead>
<tr>
<th>Impact Fees</th>
<th>Building permits &amp; related costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>201,136</td>
</tr>
<tr>
<td></td>
<td>260,136</td>
</tr>
<tr>
<td></td>
<td>201,136</td>
</tr>
<tr>
<td></td>
<td>260,136</td>
</tr>
</tbody>
</table>
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.

1. Site Control: Identify where in the submitted site control documentation the site acreage can be found.

2. Tab 22 Site Plan: Please confirm the number of accessible van spaces to be provided. It appears as though there are 2 covered accessible spots, one of which is van accessible. Please confirm. Please confirm where the local parking requirement can be found in the Application.

3. Financing: Identify where the $500 from the City of Arlington can be located on either the Summary of Sources and Uses or the Development Cost Schedule.

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, unless 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...
SITE NOTES
1. SITE AREA: TOTAL 4.75 ACRES
2. ENTIRE SITE IS IN FLOOD ZONE X
3. ALL ONSITE CONSTRUCTION IS NEW CONSTRUCTION
4. MINIMUM 8' - 0" CEILING HEIGHT
5. PARKING COUNT TO BE DETERMINED IN REZONING PROCESS
6. POSSIBLE STORMWATER DETENTION AS SHOWN

PARKING SUMMARY
PARKING SPACES = 116
COVERED PARKING SPACES = 39
HC PARKING SPACES = 7
COVERED HC PARKING SPACES = 2
TOTAL PARKING SPACES = 164

PARKING TABLE

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<th># UNITS</th>
<th>SPACES REQUIRED</th>
<th>SPACES PROVIDED</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
<tr>
<td>MULTIFAMILY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 B/R / 1 B/R</td>
<td>21</td>
<td>32</td>
</tr>
<tr>
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</tr>
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<td>4 B/R / 4 B/R</td>
<td>6</td>
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<td>6</td>
<td>9</td>
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<td>TOTAL</td>
<td>190</td>
<td>164</td>
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</tbody>
</table>

ARCHITECTURAL SITE PLAN
KESTREL on COOPER

Arlington, Texas
# BUILDING SUMMARY - KESTREL on COOPER

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>SPACE TYPE</th>
<th>COMMON SPACE</th>
<th>1-BR 1-BA</th>
<th>2-BR 2-BA</th>
<th>3-BR 2-BA</th>
<th>4-BR 2-BA</th>
<th>TOTAL N.R.A. **</th>
<th>UNITS/BLDG</th>
<th># OF STORES</th>
<th>G.S.F./BLDG ***</th>
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<td>47,124</td>
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<td>1,050</td>
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<td>TOTALS</td>
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<td></td>
<td>80,454</td>
<td>90</td>
<td></td>
<td>98,534</td>
</tr>
</tbody>
</table>

** NET RENTABLE AREA (TDHCA) IS THE UNIT SPACE THAT IS AVAILABLE EXCLUSIVELY TO THE TENANT AND IS HEATED & COOLED BY A MECHANICAL HVAC SYSTEM. N.R.A IS MEASURED TO THE OUTSIDE OF THE STUDS OF A UNIT OR TO THE MIDDLE OF WALLS IN COMMON WITH OTHER UNITS. N.R.A DOES NOT INCLUDE COMMON HALLWAYS, STAIRWELLS, ELEVATOR SHAFTS, JANITOR CLOSETS, ELECTRICAL CLOSETS, BALCONIES, PORCHES, PATIOS, OR OTHER AREAS NOT ACTUALLY AVAILABLE TO THE TENANTS FOR THEIR FURNISHINGS, NOR DOES N.R.A INCLUDE THE ENCLOSING WALLS OF SUCH SPACES.

## 2010 ADA UNITS SUMMARY

- **TOTAL DWELLING UNITS = 90**
- **MOBILITY, HEARING & VISUAL**
- 5% x 90 = 5 UNITS - (1)1/1, (2)2/2 & (1)3/2 & (1)4/2
- LASELED HC UNIT ON BUILDING PLANS
- **HEARING & VISUAL**
- 2% x 90 = 2 UNITS - (1)1/1 & (1)3/2
- LASELED HV UNIT ON BUILDING PLANS

---

**BUILDING TYPE SUMMARY**

KESTREL on COOPER

Arlington, Texas
BUILDING 2 NOTES

1. NET RENTABLE AREA 40,287sf
2. TOTAL BREEZEWAY AREA 5,642sf
3. TOTAL COMMUNITY AREA 0sf
4. TOTAL M/E/S AREA 1,195sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE = 4:12
BUILDING 2 NOTES

1. NET RENTABLE AREA 40,287sf
2. TOTAL BREEZEWAY AREA 5,642sf
3. TOTAL COMMUNITY AREA 0sf
4. TOTAL M/E/S AREA 1,195sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE - 4:12

Building 2 - Level 2
KESTREL on COOPER

Arlington, Texas
BUILDING 2 NOTES

1. NET RENTABLE AREA 40,287sf
2. TOTAL BREEZEWAY AREA 5,642sf
3. TOTAL COMMUNITY AREA 0sf
4. TOTAL M/E/S AREA 1,195sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE - 4:12
BUILDING 3 NOTES

1. NET RENTABLE AREA 40,167sf
2. TOTAL BREEZEWAY AREA 6,627sf
3. TOTAL COMMUNITY AREA 0sf
4. TOTAL M/E/S AREA 1,239sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE - 4:12

Building 3 - Level 1
KESTREL on COOPER

Arlington, Texas
BUILDING 3 NOTES

1. NET RENTABLE AREA 40,167sf
2. TOTAL BREEZEWAY AREA 6,627sf
3. TOTAL COMMUNITY AREA 0sf
4. TOTAL M/E/S AREA 1,239sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE - 4:12
Building 1 - Level 1

KESTREL on COOPER

Arlington, Texas

BUILDING 1 NOTES

1. NET RENTABLE AREA 0sf
2. TOTAL BREEZEWAY AREA 0sf
3. TOTAL COMMUNITY AREA 2,993sf
4. TOTAL M/E/S AREA 384sf
5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE - 4:12

AREA ACCESSIBLE TO TENANTS = 2,993sf
AREA INACCESSIBLE TO TENANTS = 384sf
BUILDING 1 NOTES

1. NET RENTABLE AREA 0sf
2. TOTAL BREEZEWAY AREA 0sf
3. TOTAL COMMUNITY AREA 2,993sf
4. TOTAL M/E/S AREA 384sf
5. MINIMUM 8’-0” CEILING HEIGHT
6. ROOF SLOPE – 4:12

Building 1 - Elevations
KESTREL on COOPER
Arlington, Texas
BUILDING 1 NOTES

1. NET RENTABLE AREA 0sf
2. TOTAL BREEZEWAY AREA 0sf
3. TOTAL COMMUNITY AREA 2,993sf
4. TOTAL M/E/S AREA 384sf
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Building 1 - Elevations

KESTREL on COOPER
BUILDING 2 NOTES

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Building 2 - Elevations

KESTREL on COOPER

Arlington, Texas
BUILDING 2 NOTES

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4. TOTAL M/E/S AREA 1,195sf
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Building 2 - Elevations

KESTREL on COOPER
BUILDING 2 NOTES

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Building 2 - Elevations

KESTREL on COOPER
BUILDING 3 NOTES

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Building 3 - Elevations

KESTREL on COOPER

Arlington, Texas
BUILDING 3 NOTES

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5. MINIMUM 8'–0" CEILING HEIGHT
6. ROOF SLOPE = 4:12

Building 3 - Elevations

KESTREL on COOPER

Arlington, Texas
BUILDING 3 NOTES

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2. TOTAL BREEZEWAY AREA 6,627sf
3. TOTAL COMMUNITY AREA 0sf
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5. MINIMUM 8'-0" CEILING HEIGHT
6. ROOF SLOPE = 4:12

Building 3 - Elevations

KESTREL on COOPER

Arlington, Texas
One Bedroom Unit

KESTREL on COOPER

Arlington, Texas
Two Bedroom Unit

KESTREL on COOPER

Arlington, Texas
NET RENTABLE AREA: 1,050 SF

UNIT MEETS ALL ACCESSIBILITY & VISIBILITY REQUIREMENTS

Three Bedroom Unit
KESTREL on COOPER

Arlington, Texas
2020 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type
Configuration and

Tab 23a, 23b, 23c Forms
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

### Specifications and Amenities (check all that apply)

**Building**
- Single Family Construction
- SRO
- Transitional (per §42(j)(3)(B))
- Duplex

**Configuration (Check all that apply):**
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

**Development will have:**
- X Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Floor Composition/Wall Height:

- 100% Carpet/Vinyl/Resilient Flooring
- 8' Ceiling Height
- 0% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

**Describe:**

- Residential buildings

### Building Label

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

### Number of Stories

- 1
- 3
- 3

### Number of Buildings

- 1
- 1
- 1

### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>1</td>
<td>1</td>
<td>654</td>
<td>0 18 3</td>
<td>21</td>
<td>13,734</td>
</tr>
<tr>
<td>2BR</td>
<td>2</td>
<td>2</td>
<td>851</td>
<td>0 15 21</td>
<td>36</td>
<td>30,636</td>
</tr>
<tr>
<td>3BR</td>
<td>3</td>
<td>2</td>
<td>1,030</td>
<td>0 15 12</td>
<td>27</td>
<td>28,350</td>
</tr>
<tr>
<td>4BR</td>
<td>4</td>
<td>2</td>
<td>1,289</td>
<td>0 6</td>
<td>6</td>
<td>7,734</td>
</tr>
</tbody>
</table>

**Totals**

- 48
- 42
- -
- -
- -
- -
- -
- -
- -
- 90
- 80,454

**If a revised form is submitted, date of submission:**

- 2/21/2020

**Net Rentable Square Footage from Rent Schedule**

- 80,454

**Information below to be used by Supportive Housing Applicants only.**

**Common Area Square Footage (as specified on Architect Certification)**

- -

---

2/21/2020
<table>
<thead>
<tr>
<th>3BR</th>
<th>3</th>
<th>2</th>
<th>1,050</th>
</tr>
</thead>
</table>

Total development Common Area as specified on Architect Certification: 

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

The lesser of these two numbers added to NRA:

Use this number to figure points under 11.9(e)(2)

Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.

2/21/2020
## 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>90</td>
<td>5%</td>
<td>4.5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1BR</td>
<td>21</td>
<td>5%</td>
<td>1.05</td>
<td>1.05</td>
<td>1</td>
</tr>
<tr>
<td>2BR</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3BR</td>
<td>27</td>
<td>5%</td>
<td>1.35</td>
<td>1.35</td>
<td>1</td>
</tr>
<tr>
<td>4BR</td>
<td>6</td>
<td>5%</td>
<td>0.3</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>4.5</td>
<td>5.2</td>
<td>5</td>
<td>5</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>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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]  
Paul Miller  
Printed Name  
2/18/2020  
Miller Slayton Architects, Inc  
Firm Name (If applicable)  
2/18/2020
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>Unit Description</td>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1BR</td>
<td>21</td>
<td>2%</td>
<td>0.42</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3BR</td>
<td>27</td>
<td>2%</td>
<td>0.54</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>4BR</td>
<td>6</td>
<td>2%</td>
<td>0.12</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>4</td>
<td>2</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>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></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]

Paul Miller

Printed Name

2/18/2020

Date

Miller Slayton Architects, Inc

Firm Name (If applicable)
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.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot), that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


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:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
</tr>
<tr>
<td>DUMPSTER</td>
</tr>
<tr>
<td>CLUBHOUSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amenity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of amenity, or amenities of a group, that the APS serves</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amenity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
</tr>
<tr>
<td>DUMPSTER</td>
</tr>
<tr>
<td>CLUBHOUSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amenity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of amenity, or amenities of a group, that the APS serves</td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2

2/21/20
# Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Total dwelling Units in the Development:</th>
<th>90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>123</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td>41</td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total parking spaces of all types:</th>
<th>Calculated from above: 164</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>Calculated on prior page: 2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>Calculated from above: 162</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>Calculated from above: 5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>Calculated from above: 72</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>Calculated from above: 2</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>Calculated from above: 9</td>
</tr>
</tbody>
</table>

## 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: | 7 |
| Minimum number of carports that must be APSs: | 2 |
| Number of garages that must be APSs: | 0 |

## APSs that Must Be Van Spaces

**Total Van APSs required, including all types of spaces:**

| Minimum number of surface parking spaces that must be van APSs: | Calculated from above: 2 |
| Minimum number of carports that must be van APSs: | Calculated from above: 1 |
| 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**

2/18/2020

**Printed Name**

**Date:**

**Firm Name (if applicable):**

Miller Slayton Architects, Inc

2/18/2020
### 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) | HTC Units | MFDL - HOME Units | MFDL - NHTF Units | TDHCA MRB Units | Other/Subsidy Units | # of Units | # of Bedrooms | # of Baths | Unit Size (Net Rentable Sq. Ft) | Total Net Rentable Sq. Ft. | Total Monthly Rent | Tenant Paid Utility Allow. | Rent Collected/Unit | Total Monthly Rent |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TC 30% | 2 | 1 | 1.0 | 654 | 1,308 | 427 | 42 | 385 | 770 |
| TC 50% | 7 | 1 | 1.0 | 654 | 4,578 | 712 | 42 | 670 | 4,690 |
| TC 60% | 8 | 1 | 1.0 | 654 | 5,232 | 855 | 42 | 813 | 5,604 |
| MR | 4 | 1 | 1.0 | 654 | 2,616 | 42 | 42 | 1,000 | 4,000 |
| TC 50% | 3 | 2 | 2.0 | 851 | 2,553 | 513 | 54 | 459 | 1,377 |
| TC 60% | 14 | 2 | 2.0 | 851 | 11,914 | 855 | 54 | 801 | 11,214 |
| MR | 15 | 2 | 2.0 | 851 | 12,765 | 1,026 | 54 | 972 | 14,580 |
| TC 50% | 4 | 2 | 2.0 | 851 | 3,404 | 1,100 | 4,400 |
| TC 60% | 3 | 3 | 2.0 | 1050 | 3,150 | 592 | 67 | 525 | 1,575 |
| MR | 10 | 3 | 2.0 | 1050 | 10,500 | 988 | 67 | 921 | 2,910 |
| TC 60% | 12 | 3 | 2.0 | 1050 | 12,600 | 1,185 | 67 | 1,188 | 13,416 |
| MR | 2 | 3 | 2.0 | 1050 | 2,100 | 1,300 | 2,600 |
| TC 60% | 4 | 4 | 2.0 | 1289 | 2,578 | 1,323 | 79 | 1,244 | 2,488 |
| MR | 4 | 4 | 2.0 | 1289 | 3,156 | 1,400 | 6,400 |

#### INCOME LIMITS

**2019 Area Median Income:** $76,000

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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<td>$ 51,889</td>
<td>$ 52,889</td>
<td>$ 53,889</td>
<td>$ 54,889</td>
<td>$ 55,889</td>
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</table>

#### RENT LIMITS

- Number of Bedrooms
- AMEI% | 0 | 1 | 2 | 3 | 4 | 5 |
- 20 | $266 | $268 | $272 | $276 | $280 |
- 30 | $303 | $307 | $313 | $319 | $325 |
- 40 | $341 | $347 | $354 | $362 | $370 |
- 50 | $380 | $387 | $395 | $404 | $414 |
- 60 | $420 | $429 | $440 | $452 | $464 |
- 70 | $461 | $472 | $485 | $500 | $517 |
- 80 | $502 | $514 | $529 | $547 | $567 |

**TOTAL NONRENTAL INCOME:** $15.00 per unit/month

**POTENTIAL GROSS MONTHLY INCOME:** $84,574

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (6,343)
- Rental Concessions (enter as a negative number) Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME:** 78,231

**EFFECTIVE GROSS ANNUAL INCOME:** 938,771

---

If a revised form is submitted, date of submission: **2/21/2020**
### Rent Schedule (Continued)

#### ACQUISITION + HARD

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<th>Bedrooms</th>
<th>Cost Per Sq. Ft</th>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
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#### DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)

<table>
<thead>
<tr>
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<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
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<td>MRB40%</td>
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<td>MRB70%</td>
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<tr>
<td>MRB80%</td>
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#### MORTGAGE

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</tr>
<tr>
<td>MR MR</td>
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</tr>
</tbody>
</table>

#### BOND

<table>
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<tr>
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<th>% of Total</th>
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<td>MRBB30%</td>
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<td>MRBB40%</td>
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<td>MRBB50%</td>
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<td>MRBB70%</td>
<td>0</td>
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<tr>
<td>MRBB80%</td>
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#### OTHER

<table>
<thead>
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<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>MRB LI Total</td>
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<td>MRB MR Total</td>
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### COST PER SQ. FT

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<td>$87.41</td>
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</table>

**Total HTC Units**

<table>
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<tr>
<th>Total HTC Units</th>
<th>76</th>
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</table>

**Total OT Units**

<table>
<thead>
<tr>
<th>Total OT Units</th>
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</thead>
</table>

**Cost Calculation Notes**

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.

### 2/21/2020
2020 HTC
Full Application

Part 4 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.

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<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
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<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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</thead>
<tbody>
<tr>
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<td>Tenant</td>
<td>Electric</td>
<td>$ 12</td>
<td>$ 14</td>
<td>$ 16</td>
<td>$ 18</td>
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<td>HUD Model 2/18/20</td>
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<td>Cooking</td>
<td>Tenant</td>
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<td>$ 4</td>
<td>$ 6</td>
<td>$ 7</td>
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</tr>
<tr>
<td>Other Electric</td>
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<td>$ 16</td>
<td>$ 20</td>
<td>$ 25</td>
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<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$ 11</td>
<td>$ 14</td>
<td>$ 17</td>
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<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 7</td>
<td>$ 9</td>
<td>$ 11</td>
<td>$ 13</td>
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<tr>
<td>Water</td>
<td>Landlord</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
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</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
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<td></td>
</tr>
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<td></td>
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</tbody>
</table>

**Total Paid by Tenant**

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<th>3BR</th>
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<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>42.0</td>
<td>54.0</td>
<td>67.0</td>
<td>79.0</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: ___________________________

2/21/2020
February 18, 2020

Kit Sarai
Sarah Anderson Consulting
Austin, Texas
kit@sarahandersonconsulting.com

RE: 2020 HTC Application – proposed site located in Arlington, Texas

Dear Ms. Sarai:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2020 Housing Tax Credit ("HTC"), located in Arlington, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 18, 2020. This allowance can be used for underwriting purposes. If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
### Allowances for Tenant-Furnished Utilities and Other Services

**Locality**: Kestral on Cooper  
**Green Discount**: None  
**Unit Type**: Larger Apartment Bldgs. (5+ units)  
**Date (mm/dd/yyyy)**: 2/18/2020

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<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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</tr>
<tr>
<td>Natural Gas</td>
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</tr>
<tr>
<td>Bottled Gas</td>
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<td></td>
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<tr>
<td><strong>Cooking</strong></td>
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</tr>
<tr>
<td>Natural Gas</td>
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</tr>
<tr>
<td>Natural Gas</td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td><strong>Sewer</strong></td>
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<tr>
<td><strong>Range/Microwave</strong></td>
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<td><strong>Refrigerator</strong></td>
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<td><strong>Total</strong></td>
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<td><strong>$67.00</strong></td>
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Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

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<td>Legal fees</td>
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<td>Leased equipment</td>
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<td>Postage &amp; office supplies</td>
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<td>Telephone</td>
<td>$  4,050</td>
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<td>Total General &amp; Administrative Expenses:</td>
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## Management Fee

- Percent of Effective Gross Income: 5.00%
- Amount: $ 46,939

## Payroll, Payroll Tax & Employee Benefits

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<td>Maintenance</td>
<td>$ 38,000</td>
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<td>Other</td>
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<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
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## Repairs & Maintenance

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<td>$  18,900</td>
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</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$  51,282</td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
</tr>
<tr>
<td>Water/Sewer</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Total Utilities:</td>
<td>$  61,950</td>
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</tbody>
</table>

## Annual Property Insurance

- Rate per net rentable square foot: $0.42
- Amount: $ 33,750

## Property Taxes

- Published Capitalization Rate: 7.00%
- Source: Tarrant
- Annual Property Taxes: $ 151,600
- Payments in Lieu of Taxes: $  
- Total Property Taxes: $ 151,600
- Reserve for Replacements: Annual reserves per unit: $ 250
- Amount: $ 22,500

## Other Expenses

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$  3,040</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
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<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Total Other Expenses:</td>
<td>$  3,040</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

- Expense per unit: $  5735
- Total: $ 516,171
- Expense to Income Ratio: 54.98%

## NET OPERATING INCOME (before debt service)

- Amount: $ 422,601

## Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Citi</td>
<td>$ 363,374</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
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</tr>
<tr>
<td>Debt Coverage Ratio:</td>
<td>1.16</td>
</tr>
<tr>
<td>Total:</td>
<td>$ 363,374</td>
</tr>
</tbody>
</table>

## NET CASH FLOW

- Amount: $ 59,226

If a revised form is submitted, date of submission: 2/21/2020
2020 HTC
Full Application

Part 4 Tab 27

Proforma
### INCOME

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<th></th>
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### 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)
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Secondary Income

<p>| | | | | | | | |</p>
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<th></th>
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Provision for Vacancy & Collection Loss

<p>| | | | | | | | |</p>
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**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Phone:**

**Email:**

**Date:** February 21, 2020

_2/19/2020_
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## EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<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>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
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<td>Management Fee</td>
<td>$46,939</td>
<td>$48,835</td>
<td>$49,812</td>
<td>$50,808</td>
<td>$56,096</td>
<td>$61,934</td>
<td>$61,934</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$51,282</td>
<td>$52,820</td>
<td>$54,405</td>
<td>$56,037</td>
<td>$57,118</td>
<td>$66,911</td>
<td>$77,569</td>
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<td>Electric &amp; Gas Utilities</td>
<td>$20,250</td>
<td>$20,858</td>
<td>$21,483</td>
<td>$22,128</td>
<td>$22,792</td>
<td>$26,422</td>
<td>$30,630</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$41,700</td>
<td>$42,951</td>
<td>$44,240</td>
<td>$45,567</td>
<td>$46,934</td>
<td>$54,049</td>
<td>$65,075</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</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>Property Tax</td>
<td>$151,600</td>
<td>$156,148</td>
<td>$160,832</td>
<td>$165,657</td>
<td>$170,627</td>
<td>$197,804</td>
<td>$229,309</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$22,500</td>
<td>$23,175</td>
<td>$23,870</td>
<td>$24,568</td>
<td>$25,324</td>
<td>$29,357</td>
<td>$34,033</td>
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<tr>
<td>Other Expenses</td>
<td>$3,040</td>
<td>$3,131</td>
<td>$3,225</td>
<td>$3,322</td>
<td>$3,422</td>
<td>$3,967</td>
<td>$4,568</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$516,171</td>
<td>$531,186</td>
<td>$546,643</td>
<td>$562,554</td>
<td>$578,933</td>
<td>$668,337</td>
<td>$771,680</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$422,601</td>
<td>$426,361</td>
<td>$430,055</td>
<td>$433,678</td>
<td>$437,224</td>
<td>$453,581</td>
<td>$466,999</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>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</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>$59,226</td>
<td>$62,986</td>
<td>$66,680</td>
<td>$70,303</td>
<td>$73,849</td>
<td>$90,207</td>
<td>$103,624</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$59,226</td>
<td>$122,212</td>
<td>$188,893</td>
<td>$259,196</td>
<td>$333,045</td>
<td>$743,186</td>
<td>$1,227,764</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.25</td>
<td>1.29</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)(1) relating to Financial Feasibility)

---

Signature, Authorized Representative, Construction or Permanent Lender

Catherine Lee
Printed Name
2.24.20
Date

Phone: 713 752 5052
Email: carrie.c@stf.com

Signature, Authorized Representative, Syndicator

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/19/2020
2020 HTC
Full Application

Part 4 Tab 28

Offsite Cost 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 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>Offsite Paving</td>
<td>$ 25,000.00</td>
<td>1</td>
<td>$ 25,000.00</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Offsite Utilities</td>
<td>$ 30,000.00</td>
<td>1</td>
<td>$ 30,000.00</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>55,000</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name: Andrea Taylor

Date: 02/18/2020

If a revised form is submitted, date of submission:

2/18/2020
KESTREL ON COOPER, LLP

INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

FEBRUARY 18, 2020
INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To: Kestrel on Cooper, LLLP (the “Owner”)
5501-A Balcones Dr. #302
Austin, TX 78731

RE: Name of Property: Kestrel of Cooper (the “Property”)
Name of Applicant: Kestrel on Cooper, LLLP (the “Company”)

We have performed the procedures enumerated below, which were agreed to by the Texas Department of Housing and Community Affairs (the “Agency”) and at the request of the Owner (collectively the “specified parties”), solely to assist you with respect to determining whether certain site work and off-site costs are expected to be includable in eligible basis per the tax credit application documents of the Owner submitted to the Agency. The Owner is responsible for determining whether certain site improvements are expected to be includable in eligible basis. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and associated findings are as follows:

1. We read the detailed cost breakdown for all estimated site work and off-site costs, completed by a third party engineer, licensed to practice in the State of Texas, and the development cost schedule, provided by the Company, to identify total estimated site-work costs.

Finding: We determined the detailed cost breakdown for estimated site work and off-site work for the Property agrees to the detailed site work estimate prepared by Andrea E. Taylor, P.E. (the “Licensed Professional Engineer”) and dated as of February 18, 2020.

2. We read the pertinent portions of the Internal Revenue Cost Section 42 and the Treasury Regulations (“IRC 42”) to determine the definition of eligible basis. We also read Internal Revenue Service Technical Advice Memoranda 200043015, 200043016, 200043017, 200044004, 200044005 and 200203013, along with IRS Revenue Ruling 2002-9 (the “TAMs”), to identify which costs can be included into eligible basis.

Finding: We determined the definition of eligible basis, as it pertains to the inclusion of site work costs in eligible basis.

3. We read pertinent portions of the 2020 Housing Tax Credit Program Qualified Allocation Plan (the “QAP”) and the 2020 Multifamily Programs Application Procedures Manual (the
“Application Manual”) for the 2020 Multifamily Uniform Application (the “Application”) to determine criteria specific to Site-work Cost Schedule that is to be submitted by the Company to the Agency.

**Finding:** We determined that the expected site work costs exceeded $15,000 per unit. Therefore, the Owner is required to provide a letter from a certified public accountant allocating which portions of those site work costs should be included in eligible basis.

4. We discussed the estimated site work costs, the accounting treatment of the site work costs, and the eligible basis treatment of the site work costs with the Company.

**Finding:** We determined that $1,530,000 of expected site work costs are includable in eligible basis.

5. We read IRS Private Letter Ruling 200916007 (“PLR 200916007”).

**Finding:** Site work and off-site costs are allowable costs as described in PLR 200916007.

6. We discussed the estimated site work and off-site costs and their respective accounting treatments with the Owner.

**Finding:** $55,000 of the off-site costs and $1,530,000 of the site work costs are potentially includable in eligible basis.

Based on our understanding of the TAMs, and representations made to us by the Owner regarding the probable character and nature of the estimated site work costs and off-site costs, we determined that estimated off-site costs of $55,000 and site work costs of $1,530,000 are potentially includable in eligible basis at cost certification, based on estimates of off-site costs of $55,000 and site work costs of $1,720,000 by the Registered Professional Engineer for the Property. The breakout of site work from the application is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
<th>Eligible Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site costs</td>
<td>$55,000</td>
<td>$55,000</td>
</tr>
<tr>
<td>Site work costs</td>
<td>$1,720,000</td>
<td>$1,530,000</td>
</tr>
<tr>
<td><strong>Total costs</strong></td>
<td><strong>$1,775,000</strong></td>
<td><strong>$1,585,000</strong></td>
</tr>
</tbody>
</table>

The final determination of site work and off-site costs that are includable in eligible basis of the Property at cost certification cannot be made until the site work is completed, and the character and nature of the site work can be evaluated. Furthermore, the Owner’s treatment of site work and off-site costs is not free from challenge by the IRS and the final outcome of these issues in an IRS examination is not free from doubt.
The author of this document’s written tax advice did not intend nor write the advice to be used to avoid any penalty imposed by a taxing authority, nor may any recipient of this document use this document’s written tax advice for that purpose. This document’s tax advice was written specifically to support the promotion or marketing of the matter addressed by the written tax advice. Therefore, any recipient of this document should seek an independent tax professional’s advice regarding the recipient’s particular circumstances.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified parties, is not intended to be and should not be used by anyone other than those specified parties.

Tidwell Group, LLC

Birmingham, Alabama
February 21, 2020

Contact person for questions about this report: Jeanne-Marie Smith
Phone#: (205) 271-5520
E-Mail: Jeanne-Marie.Smith@tidwellgroup.com
2020 HTC
Full Application
Part 4 Tab 29
Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: 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>
<td>$ 125,000.00</td>
<td>1</td>
<td>$ 125,000.00</td>
<td>$ 125,000.00</td>
<td>$ 0.00</td>
<td>$ 125,000.00</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$ 260,000.00</td>
<td>1</td>
<td>$ 260,000.00</td>
<td>$ 260,000.00</td>
<td>$ 0.00</td>
<td>$ 260,000.00</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 100,000.00</td>
<td>1</td>
<td>$ 100,000.00</td>
<td>$ 100,000.00</td>
<td>$ 0.00</td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 90,000.00</td>
<td>1</td>
<td>$ 90,000.00</td>
<td>$ 90,000.00</td>
<td>$ 0.00</td>
<td>$ 90,000.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 300,000.00</td>
<td>1</td>
<td>$ 300,000.00</td>
<td>$ 300,000.00</td>
<td>$ 0.00</td>
<td>$ 300,000.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 450,000.00</td>
<td>1</td>
<td>$ 450,000.00</td>
<td>$ 450,000.00</td>
<td>$ 0.00</td>
<td>$ 450,000.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 125,000.00</td>
<td>1</td>
<td>$ 125,000.00</td>
<td>$ 125,000.00</td>
<td>$ 0.00</td>
<td>$ 125,000.00</td>
</tr>
<tr>
<td>Wheelstops, striping, &amp; signs</td>
<td>$ 30,000.00</td>
<td>1</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
<td>$ 0.00</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Other (mobilization)</td>
<td>$ 30,000.00</td>
<td>1</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
<td>$ 0.00</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>On-site Lighting</td>
<td>$ 70,000.00</td>
<td>1</td>
<td>$ 70,000.00</td>
<td>$ 70,000.00</td>
<td>$ 0.00</td>
<td>$ 70,000.00</td>
</tr>
<tr>
<td>SWPPP</td>
<td>$ 30,000.00</td>
<td>1</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
<td>$ 0.00</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ 45,000.00</td>
<td>1</td>
<td>$ 45,000.00</td>
<td>$ 45,000.00</td>
<td>$ 0.00</td>
<td>$ 45,000.00</td>
</tr>
<tr>
<td>Detention</td>
<td>$ 65,000.00</td>
<td>1</td>
<td>$ 65,000.00</td>
<td>$ 65,000.00</td>
<td>$ 0.00</td>
<td>$ 65,000.00</td>
</tr>
</tbody>
</table>

Total: $ 1,720,000

Signature of Registered Engineer: 02/18/2020

Printed Name: Andrea Taylor

Date: 2/18/2020
To whom it may concern,

We are writing this letter in accordance with TAC §11.204(8)(E)(i) to state that we have reviewed the site work costs for Kestrel on Cooper, LLLP and determined that the following costs should be included in the eligible basis calculation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$125,000</td>
<td>$</td>
<td>$125,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>260,000</td>
<td>260,000</td>
<td>-</td>
</tr>
<tr>
<td>Fine grading</td>
<td>100,000</td>
<td>100,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>90,000</td>
<td>90,000</td>
<td>-</td>
</tr>
<tr>
<td>On-Site electrical</td>
<td>300,000</td>
<td>300,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site paving</td>
<td>450,000</td>
<td>450,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>125,000</td>
<td>125,000</td>
<td>-</td>
</tr>
<tr>
<td>Wheelstops, striping, &amp; signs</td>
<td>30,000</td>
<td>30,000</td>
<td>-</td>
</tr>
<tr>
<td>Other (mobilization)</td>
<td>30,000</td>
<td>30,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site lighting</td>
<td>70,000</td>
<td>70,000</td>
<td>-</td>
</tr>
<tr>
<td>SWPPP</td>
<td>30,000</td>
<td>30,000</td>
<td>-</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>45,000</td>
<td>45,000</td>
<td>-</td>
</tr>
<tr>
<td>Detention</td>
<td>65,000</td>
<td>-</td>
<td>65,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,720,000</td>
<td>$1,530,000</td>
<td>$190,000</td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact Jeanne-Marie Smith at (205) 271-5520.

Sincerely,

Tidwell Group, LLC

Birmingham, Alabama
February 21, 2020
2020 HTC
Full Application

Part 4 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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acquisition</td>
<td>New/Rehab.</td>
</tr>
</tbody>
</table>

### ACQUISITION

- Site acquisition cost
- Existing building acquisition cost
- Closing costs & acq. legal fees
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

**Subtotal Acquisition Cost**

| | $3,200,737 | $0 | $0 |

### 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**

| | $55,000 | $0 | $55,000 |

### SITE WORK

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading
- Fine grading
- On-site concrete
- On-site electrical
- On-site paving
- On-site utilities
- Decorative masonry
- Bumper stops, striping & signs
- **mobilization**

**Subtotal Site Work Cost**

| | $1,720,000 | $0 | $1,530,000 |

### SITE AMENITIES

- Landscaping
- Pool and decking
- Athletic court(s), playground(s)
- Fencing
- tables/benches/grills

**Subtotal Site Amenities Cost**

| | $210,000 | $0 | $210,000 |

### BUILDING COSTS*

- Concrete
- Masonry
- Metals
- Woods and Plastics
- Thermal and Moisture Protection
- Roof Covering
- Doors and Windows

**Scratch Paper/Notes**

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!!

SEE 10 TAC §11.204(8)(E)(ii).
<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishes</td>
<td>1,258,721</td>
<td>1,258,721</td>
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<tr>
<td>Specialties</td>
<td>94,043</td>
<td>94,043</td>
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<tr>
<td>Equipment</td>
<td>200,644</td>
<td>200,644</td>
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<tr>
<td>Furnishings</td>
<td>207,779</td>
<td>207,779</td>
</tr>
<tr>
<td>Special Construction</td>
<td>166,350</td>
<td>166,350</td>
</tr>
<tr>
<td>Conveying Systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(HVAC; Plumbing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or</td>
<td>205,000</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

|                      |                  |                  |
| Detached Community   |                  |                  |
| Facilities/Building  |                  |                  |
| Carports and/or      |                  |                  |
| Garages              |                  |                  |
| Lead-Based Paint     |                  |                  |
| Abatement            |                  |                  |
| Asbestos Abatement   |                  |                  |
| (Rehabilitation Only)|                  |                  |
| Structured Parking   |                  |                  |
| Commercial Space     |                  |                  |
| Costs                |                  |                  |
| Other (specify)      |                  |                  |

**Subtotal Building Costs**

Before 11.9(e)(2)

|                      | $7,237,382        | $0               |
|                      |                  |                  |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

|                      | $81.89 psf        | $6,588,378       |
|                      |                  |                  |

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

|                      | $9,167,382        | $0               |
|                      |                  | $8,328,378       |

**Contingency**

|                      | 5.00%            | $461,119         |
|                      |                  | 419,169          |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements</td>
<td>6.00%</td>
<td>581,010</td>
</tr>
<tr>
<td>Field supervision</td>
<td>2.00%</td>
<td>193,670</td>
</tr>
<tr>
<td>Contractor overhead</td>
<td>6.00%</td>
<td>581,010</td>
</tr>
<tr>
<td>G &amp; A Field</td>
<td>6.00%</td>
<td>528,153</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|                      | $1,355,690       | $0               |
|                      |                  | $1,232,357       |

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2)

|                      | $11,039,191      | $0               |
|                      |                  | $10,034,904      |

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

|                      | $0.00 psf        |                  |
|                      |                  |                  |

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.

**SOFT COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>240,000</td>
<td>240,000</td>
</tr>
<tr>
<td>- Design fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>- Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>305,000</td>
<td>305,000</td>
</tr>
<tr>
<td>Real estate attorney</td>
<td>250,000</td>
<td>225,000</td>
</tr>
<tr>
<td>/other legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td>56,400</td>
<td>56,400</td>
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<tr>
<td>Impact Fees</td>
<td>201,136</td>
<td>201,136</td>
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<tr>
<td>Building permits</td>
<td>260,136</td>
<td>260,136</td>
</tr>
<tr>
<td>&amp; related costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Environmental</td>
<td>21,450</td>
<td>21,450</td>
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<tr>
<td>assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils report</td>
<td>21,450</td>
<td>21,450</td>
</tr>
</tbody>
</table>

2/21/2020
### Survey

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>31,500</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>215,903</td>
<td>215,903</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1 (Bldr's Risk, GL, Comp Ops Ins)</td>
<td>182,515</td>
<td>182,515</td>
</tr>
<tr>
<td>(FFE + HFC GC fee)</td>
<td>125,000</td>
<td>125,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,112,591</td>
<td>$0</td>
<td>$1,956,091</td>
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</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)³

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>851,892</td>
<td>735,788</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>82,000</td>
<td>82,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>170,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>58,150</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### OTHER FINANCING COSTS³

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>34,350</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
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<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>137,515</td>
<td>137,515</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,633,907</td>
<td>$0</td>
<td>$1,365,303</td>
</tr>
</tbody>
</table>

#### DEVELOPER FEES³

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
<td>200,000</td>
</tr>
</tbody>
</table>

2/21/2020
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
<th>Amount 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,935,588</td>
<td>1,803,445</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Developer Fees</td>
<td>15.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESERVES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - new funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Reserves</td>
<td>$383,182</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>*Any existing reserve amounts should be listed on the Schedule of Sources.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL HOUSING DEVELOPMENT COSTS $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20,505,196</td>
<td>$0</td>
<td>$15,359,742</td>
<td></td>
<td></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 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
<th>Amount 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
<td>$15,359,742</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**High Cost Area Adjustment (100% or 130%)</td>
<td></td>
<td></td>
<td></td>
<td>130%</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$19,967,664</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
<td></td>
<td></td>
<td>83%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$16,672,729</td>
<td>$0</td>
<td>$16,672,729</td>
<td></td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
<td></td>
<td></td>
<td>9.00%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,500,546</td>
<td>$0</td>
<td>$1,500,546</td>
<td></td>
</tr>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td></td>
<td></td>
<td></td>
<td>$1,500,000</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: Lisa Stephens
Phone Number for Contact: 352-213-87000
If a revised form is submitted, date of submission: 2/21/2020
2020 HTC
Full Application

Part 4 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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</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>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$14,015,000</td>
<td>5.25%</td>
<td>1st</td>
<td>$5,815,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Hunt Capital Partners</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$5,489,451</td>
<td>$13,723,628</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>O-SDA Industries, LLC</td>
<td>$1,003,333</td>
<td>$966,568</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $20,507,784 | $20,505,196 |        |
| Total Uses of Funds    | $20,505,196 |        |        |

2/11/2020
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).

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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.

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: 2/21/2020
## 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).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Debt

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -ization</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$14,015,000</td>
<td>5.25%</td>
<td>35</td>
<td>15</td>
<td>1st</td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
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<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunt Capital Partners</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$3,468,403</td>
<td>$13,723,628</td>
<td>0.915</td>
<td></td>
<td></td>
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</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
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<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
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</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
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<th>Interest Rate (%)</th>
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<th>Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>O-SDA Industries, LLC</td>
<td></td>
<td>$1,693,333</td>
<td>$966,568</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
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<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>$19,176,736</th>
</tr>
</thead>
</table>

### Total Uses of Funds

<table>
<thead>
<tr>
<th>Total Uses of Funds</th>
<th>$20,505,196</th>
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</table>
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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

Omar Chaudhry

Printed Name

February 21, 2020

Date

Telephone:

Email address:

If a revised form is submitted, date of submission: 2/19/2020
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</tr>
</thead>
<tbody>
<tr>
<td>$20,507,784</td>
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<td></td>
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2/31/2020
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Signature, Authorized Representative, Construction or Permanent Lender

Phone: [REDACTED]

Email address: CAROL.LEE@CITI.COM

If a revised form is submitted, date of submission: 2/21/2020
2020 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

NA
2020 HTC Full Application

Part 4 Tab 34

Finance Scoring
### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- **City of Arlington**

- **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))

- **x** Eligible Pro-Forma and letter stating 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>Percent of Units restricted to serve households at or below 30% of AMGI</th>
<th>8.89%</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>7.32%</td>
</tr>
</tbody>
</table>

**Eligibility for points:**

- **x** Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding
- 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
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed 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
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
Community Capital

February 24, 2020

Megan Lasch
O-SDA Industries, LLC
5501-A Balconies Dr. #302
Austin, TX 78731

Re: Kestrel on Cooper
Arlington, TX

Dear Ms. Lasch:

Citibank, N.A. ("CITI") understands that Kestrel on Cooper, LLLP on behalf of ("Kestrel on Cooper") (the "Project") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Kestrel on Cooper, LLLP, the Project or any other person, claiming through Kestrel on Cooper, LLLP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,

CITIBANK, N.A.

[Signature]

Catherine Lee
Vice President

Encl. - Exhibit A
EXHIBIT A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

Kestrel on Cooper

February 24, 2020

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary: Citibank, N.A. (“CITI”) proposes to arrange a construction/permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

Property: A to-be-constructed multifamily project containing 90 units located in Arlington, TX. The property is commonly referred to as “Kestrel on Cooper.” (“Property”)

Set-Asides: 9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 34% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 41% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 16% of the units will be offered at market rents.

Applicant: Kestrel on Cooper, LLLP

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

LIHTC Investor/Syndicator: If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.
Guarantor(s): O-SDA Kestrel, LLC and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): Fourth Quarter 2020 or First Quarter 2021

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $14,015,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: CITI is underwriting to a variable rate that is currently estimated to be 5.25%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.
Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment premium unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepaids Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment premium shall be payable to CITI.

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.
Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs (the Marketing and Rent Up reserve budgets may be used to fund soft cost contingency), excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until 50% completion and 0% withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI. CITI expects modifications to retainage to be made similar to other transactions with this sponsor.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,815,000 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: CITI is underwriting to a fixed that is currently estimated to be 5.25%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.

Conversion to Permanent Phase Requirements: Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.
Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.

Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $250/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to Citi, but in a minimum amount of $250/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to Citi.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and Citi has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.
3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by the last business day of November 2020. The Bank would be prepared to close in that time frame.

**FEES & EXPENSES**

**Application Fee:**
$25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

**Origination Fee:**
A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount, together the (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

**CITI Legal Fees (est):**
Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

**Course of Construction Inspections (est):**
$TBD/monthly report.

**Construction Term Extension Fee:**
There will be no fee for the first extension and a fee of 0.25% of the Construction Phase Loan Amount for the second extension.

**Conversion Fee and Expenses:**
A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

**Other Costs:**
Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

**Term Sheet Expiration Date:**
Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

**SPONSOR: O-SDA KESTREL, LLC**

By: 

Name: Megan Lasch

Title: President
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Tax-exempt Loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”). The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI’s proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.
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>$998,688</td>
<td>$1,018,662</td>
<td>$1,039,035</td>
<td>$1,059,816</td>
<td>$1,081,012</td>
<td>$1,193,125</td>
<td>$1,137,784</td>
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<tr>
<td>Secondary Income</td>
<td>$16,200</td>
<td>$16,524</td>
<td>$16,854</td>
<td>$17,192</td>
<td>$17,535</td>
<td>$19,360</td>
<td>$21,376</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,014,888</td>
<td>$1,035,186</td>
<td>$1,055,889</td>
<td>$1,077,007</td>
<td>$1,098,547</td>
<td>$1,212,885</td>
<td>$1,339,123</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($76,117)</td>
<td>($77,639)</td>
<td>($79,192)</td>
<td>($80,776)</td>
<td>($82,391)</td>
<td>($90,966)</td>
<td>($100,434)</td>
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<tr>
<td>Rent 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>$938,771</td>
<td>$957,547</td>
<td>$976,698</td>
<td>$996,232</td>
<td>$1,016,156</td>
<td>$1,121,919</td>
<td>$1,238,689</td>
</tr>
</tbody>
</table>

| EXPENSES                                      |            |            |            |            |            |            |            |
| General & Administrative Expenses            | $39,000    | $40,170    | $41,375    | $42,616    | $43,895    | $50,886    | $58,991    |
| Management Fee                               | $46,939    | $47,877    | $48,836    | $49,812    | $50,808    | $56,096    | $61,934    |
| Repairs & Maintenance                        | $51,282    | $52,820    | $54,405    | $56,037    | $57,718    | $66,911    | $77,569    |
| Electric & Gas Utilities                     | $20,250    | $20,858    | $21,483    | $22,128    | $22,792    | $26,422    | $30,630    |
| Water, Sewer & Trash Utilities              | $41,700    | $42,951    | $44,240    | $45,567    | $46,934    | $54,409    | $63,075    |
| Annual Property Insurance Premiums           | $33,750    | $34,763    | $35,805    | $36,880    | $37,986    | $44,036    | $51,050    |
| Property Tax                                | $151,600   | $156,148   | $160,832   | $165,657   | $170,627   | $197,804   | $229,309   |
| Reserve for Replacements                     | $22,500    | $23,175    | $23,870    | $24,586    | $25,324    | $29,357    | $34,033    |
| Other Expenses                               | $3,040     | $3,131     | $3,225     | $3,322     | $3,422     | $3,967     | $4,568     |
| TOTAL ANNUAL EXPENSES                        | $516,171   | $531,186   | $546,643   | $562,554   | $578,933   | $668,337   | $771,680   |
| NET OPERATING INCOME                         | $422,601   | $426,361   | $430,055   | $433,678   | $437,224   | $453,581   | $466,999   |

| DEBT SERVICE                                  |            |            |            |            |            |            |            |
| First Deed of Trust Annual Loan Payment      | $363,374   | $363,374   | $363,374   | $363,374   | $363,374   | $363,374   | $363,374   |
| Second Deed of Trust Annual Loan Payment     |            |            |            |            |            |            |            |
| Third Deed of Trust Annual Loan Payment      |            |            |            |            |            |            |            |
| Other Annual Required Payment                |            |            |            |            |            |            |            |
| Other Annual Required Payment                |            |            |            |            |            |            |            |
| ANNUAL NET CASH FLOW                         | $59,226    | $62,986    | $66,680    | $70,303    | $73,849    | $90,207    | $103,624   |
| CUMULATIVE NET CASH FLOW                     | $59,226    | $122,212   | $188,893   | $259,196   | $333,045   | $743,186   | $1,227,764 |
| Debt Coverage Ratio                          | 1.16       | 1.17       | 1.18       | 1.19       | 1.20       | 1.25       | 1.29       |

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 S(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender
Catherine Lee
Printed Name
Date 2.24.20
Phone: 713-752-6052
Email: catherine.cotrici@cria.com

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission:

2/19/2020
## 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>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>$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>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Citibank</td>
<td>Conventional Loan</td>
<td>$14,015,000</td>
<td>5.25%</td>
<td>1st</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hunt Capital Partners</td>
<td>HTC $1,500,000</td>
<td>$5,489,451</td>
<td>$13,723,628</td>
<td>0.915</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2) LPS Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>O-SDA Industries, LLC</td>
<td>$1,003,333</td>
<td>$966,568</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Sources of Funds</td>
<td>$20,507,784</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds</td>
<td>$20,565,196</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $14,015,000 and will be interest-only at an interest rate of 5.25%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,815,000 at an interest rate of 5.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Hunt will be providing the equity for the project at a syndication rate of 8.777. The total equity contribution will $3,723,628 with 40% of the equity coming in during construction, or $5,489,451. It is currently estimated that $966,568 in developer fee will be deferred.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $293,182 and rent-up reserves are being required in the amount of $90,000.

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.

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.

Catherine Lee
Signature, Authorized Representative, Construction or Permanent Lender

Catherine Lee
Printed Name

2/25/20
Date

Telephone: 713-752-5052
Email address: cavour.lee@citi.com

If a revised form is submitted, date of submission: 

2/21/2020
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 21, 2020

O-SDA Industries, LLC (“O-SDA”)
Megan Lasch
5501-A Balcones Dr, #302
Austin, TX 78731

Re: Kestrel on Cooper (the “Project”), a 90-unit affordable family housing development to be located in Arlington, Tarrant County, Texas, and developed, constructed, owned and operated by Kestrel on Cooper, LLLP, a Texas limited liability limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 (“IRC”)

Dear Megan:

Thank you for providing Hunt Capital Partners, LLC (“HCP”) the opportunity to present this Letter of Intent Agreement. The following sets forth our proposal of the basic business terms to be included in the Partnership by and between Hunt, or its designees as the Investor Limited Partner (the “Limited Partner” or “LP”) and O-SDA Kestrel, LLC a Texas limited liability company (the "General Partner" or "GP") regarding the Project.

**Investment Entity:**
The Kestrel on Cooper, LLLP, a Texas limited liability limited partnership (the "Partnership"), O-SDA Kestrel, LLC a Texas limited liability company as GP with a 0.01% ownership interest in the Partnership and Hunt Capital Partners, LLC or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

**Tax Credits Available:**
$15,000,000 (“projected LIHTCs”)
The LP is acquiring 99.99% of the partnership’s tax credits with annual housing credit allocation of $1,500,000.

**Net Credit Price to Partnership:**
$0.915 (Federal LIHTC)

**Net Capital Contribution:**
$13,723,628
Equity Proceeds Pay-In Schedule: Based on the terms of this letter agreement and the information, projections, and assumptions you have provided to us, equity contributions will be made to the Partnership by the LP in the percentages set forth below:

1. 40% will be funded at (a) the Limited Partner's admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation; such funds shall be used to fund hard and soft development costs.

2. 10% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1) and (2) and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

3. 40% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2) and (3), (b) the issuance of final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months (“Stabilized Operations”), and (e) funding of the Permanent Loan; such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft costs.

4. 10% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1), (2), (3) and (4), (b) the issuance of all Treasury Forms 8609, and (c) receipt of the federal income tax return and K-1s for the Partnership; such funds shall be used to fund any soft development costs.
Obligations of the Managing Member and Guarantor(s):

Operating Deficit Guaranty: The GP and Guarantors will guarantee and agree to loan to the Partnership sufficient funds, for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.

Development Completion Guaranty: The GP and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Hunt Capital Partners, LLC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The GPs will provide that, if in any year actual credits are less than Projected Credits, then LP shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the GP shall be guaranteed by GP, Developer and their principals (the “Guarantor”).

Asset Management Fee (AMF): $6,500 annually

Syndicator Costs: $50,000

Developer Fee: Of the total developer fee of $2,135,588 it is expected that $1,169,020 will be earned and paid and $966,568 will be deferred.

Cash Flow Split:

Cash Flow to the Partnership shall be distributed as follows:

a. To the LP, to make any tax credit adjuster payment not previously made;

b. To the payment of any debts, excluding any unpaid Development Fee, owed to the Partners and/or their affiliates, until all such debts have been paid in full;

c. To the payment of the AMF plus all accrued AMF unpaid from prior years;

d. 100% to the payment of any unpaid Development Fee;
e. The balance, 90% to the GP as an Incentive Property Management Fee and 10% to the partners in accordance with their ownership percentages.

All tax profits, losses, and credits from operations will be allocated 0.01% to the GP and 99.99% to the LP.

**Residual Split:**

From Refinancing or Sale. Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.

Sale and Refinancing Proceeds will be distributed as follows:

a. Payment in full of all Partnership debts except those due to Partners and/or their affiliates;

b. To the LP, to make any tax credit adjuster payment not previously made;

c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and GP’s capital contribution;

d. The balance, 90% to the GP and 10% to the LP.

**Supportive Services:** none

**Replacement Reserves:** $250/unit/year

**Rent-Up Reserves:** $90,000

**Operating Reserves:** $293,182 or 4 months of operating expenses and 1st mortgage debt service

**Other Terms and Conditions:**

1) Proof of award and allocation of LIHTC.

2) The GP must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner. It is anticipated that the following construction and perm sources will be provided to the project:
- A 24-month construction loan from Citi Community Capital in the amount of $14,015,000 at a 5.25% interest rate

- A 15-year permanent loan from Citi Community capital in the amount of $5,815,000 at a 5.25% interest rate with a 35-year amortization

3) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;

4) The Capital Contributions are determined on the projected credits delivered to Hunt based on the lease-up schedule provided to Hunt by the GP. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

5) Final Approval of the transaction by HCP’s Investment Committee and approval of the transaction yield and tax rate assumptions by HCP’s Investor.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]
In recognition of the time and expense to be spent by Hunt in evaluating this transaction prior to closing, the GP will deal exclusively with Hunt with respect to the transactions noted in this firm commitment letter until this firm commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Please execute and promptly return to us a copy of this commitment letter. The terms herein shall expire 10 business days after the date of this letter if your signed copy has not been received by us.

Sincerely,

[Signature]

Omar Chaudhry
Director, Acquisitions
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

O-SDA Kestrel, LLC

By: [Signature] 2-21-20

Name: Megan Lasch

Title: President

Cc: Dana Mayo (Hunt Capital Partners)
### 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>
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<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$998,688</td>
<td>$1,018,662</td>
<td>$1,039,035</td>
<td>$1,059,816</td>
<td>$1,081,012</td>
<td>$1,193,525</td>
<td>$1,317,748</td>
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<td>Secondary Income</td>
<td>$16,200</td>
<td>$16,524</td>
<td>$16,854</td>
<td>$17,192</td>
<td>$17,535</td>
<td>$19,360</td>
<td>$21,376</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,014,888</td>
<td>$1,035,186</td>
<td>$1,055,889</td>
<td>$1,077,007</td>
<td>$1,098,547</td>
<td>$1,212,885</td>
<td>$1,339,123</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($76,117)</td>
<td>($77,639)</td>
<td>($79,192)</td>
<td>($80,776)</td>
<td>($82,391)</td>
<td>($90,966)</td>
<td>($100,434)</td>
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<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$938,771</td>
<td>$957,547</td>
<td>$976,698</td>
<td>$996,232</td>
<td>$1,016,156</td>
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### EXPENSES

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<tr>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
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<td>Management Fee</td>
<td>$46,939</td>
<td>$47,877</td>
<td>$48,835</td>
<td>$49,812</td>
<td>$50,808</td>
<td>$56,096</td>
<td>$61,934</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$51,282</td>
<td>$52,820</td>
<td>$54,405</td>
<td>$56,037</td>
<td>$57,718</td>
<td>$66,911</td>
<td>$80,630</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$20,250</td>
<td>$20,858</td>
<td>$21,483</td>
<td>$22,128</td>
<td>$22,792</td>
<td>$26,422</td>
<td>$30,630</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$41,700</td>
<td>$42,951</td>
<td>$44,240</td>
<td>$45,567</td>
<td>$46,934</td>
<td>$54,409</td>
<td>$63,075</td>
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<td>Annual Property Insurance Premiums</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>
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<td>Property Tax</td>
<td>$151,600</td>
<td>$156,148</td>
<td>$160,832</td>
<td>$165,657</td>
<td>$170,627</td>
<td>$197,804</td>
<td>$229,309</td>
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<td>Reserve for Replacements</td>
<td>$22,500</td>
<td>$23,175</td>
<td>$23,870</td>
<td>$24,586</td>
<td>$25,324</td>
<td>$29,357</td>
<td>$34,033</td>
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<tr>
<td>Other Expenses</td>
<td>$3,040</td>
<td>$3,131</td>
<td>$3,225</td>
<td>$3,322</td>
<td>$3,422</td>
<td>$3,967</td>
<td>$4,598</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$516,171</td>
<td>$531,186</td>
<td>$546,643</td>
<td>$562,554</td>
<td>$578,933</td>
<td>$668,337</td>
<td>$771,690</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$422,601</td>
<td>$426,361</td>
<td>$430,055</td>
<td>$433,678</td>
<td>$437,224</td>
<td>$453,581</td>
<td>$466,999</td>
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### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
<td>$363,374</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<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>$59,226</td>
<td>$62,986</td>
<td>$66,680</td>
<td>$70,303</td>
<td>$73,849</td>
<td>$90,207</td>
<td>$103,624</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$59,226</td>
<td>$122,212</td>
<td>$188,893</td>
<td>$259,196</td>
<td>$333,045</td>
<td>$574,186</td>
<td>$1,227,764</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.25</td>
<td>1.29</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

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission:

2/19/2020
## 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$14,015,000</td>
<td>5.25%</td>
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<tr>
<td></td>
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<td></td>
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<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
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<tr>
<td>Hunt Capital Partners</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$3,468,403</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
<td>O-SDA Industries, LLC</td>
<td>$1,693,333</td>
<td>$966,568</td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total Sources of Funds</td>
<td>$19,176,736</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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 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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $14,015,000 and will be interest-only at an interest rate of 5.25%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,815,000 at an interest rate of 5.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Hunt will be providing the equity for the project at a syndication rate of $0.915. The total equity contribution will $13,723,628 with 15% of the equity coming in during construction, or $3,468,403. It is currently estimated that $966,568 in developer fee will be deferred.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $293,182 and rent-up reserves are being required in the amount of $90,000.

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.

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.

_Signed_

Signature, Authorized Representative, Construction or Permanent Lender

Omar Chaudhry

Printed Name

February 21, 2020

Date

Telephone: __________________________

Email address: __________________________

If a revised form is submitted, date of submission: __________________________
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 26, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. BOX 13941
Austin, TX 78711-3941

RE: Commitment of Development Funding by City of Arlington – Contribution to Kestrel on Cooper (TDHCA #20147)

Dear Ms. Holloway,

I can confirm that I am the local government official with appropriate jurisdiction over the proposed community to confirm that the City Council has issued a resolution of support for the proposed community. Additionally, the City wishes for the applicant to receive 1 point for local political subdivision funding as part of their application and, as a result, has voted to contribute a reduction in fees with a value of $500.00 for the benefit of the proposed development. The City will provide these funds 60 days after an approved building permit has been issued for the proposed development.

Sincerely,

Signature: [Signature]
Name: Alex Busken
Title: City Secretary
Resolution No. 20-049

A resolution supporting the application of O-SDA Industries and/or Saigebrook Development to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 2017-2025 South Cooper Street, in Arlington, Texas, to be named Kestrel on Cooper

WHEREAS, O-SDA Industries and/or Saigebrook Development has proposed a development of affordable rental housing at 2017-2025 South Cooper Street, Arlington, Tarrant County, Texas, to be named Kestrel on Cooper; and

WHEREAS, O-SDA Industries and/or Saigebrook Development has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Multifamily 9% Housing Tax Credits for Kestrel on Cooper; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Kestrel on Cooper, Application #20147, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 25, 2020.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Kestrel on Cooper development.

IV.

Further, as provided for in 10 TAC §11.3(d), the City of Arlington hereby acknowledges that Kestrel on Cooper is located one linear mile or less from a development that serves the same target population as Kestrel on Cooper and has received an allocation.
of Housing Tax Credits (or private activity bonds) for new construction since January 3, 2017 and the City of Arlington hereby approves the construction of the Kestrel on Cooper.

V.

Further, as provided for in 10 TAC §11.3(e) and §11.4(c)(1), the City hereby acknowledges that Kestrel on Cooper is located in a census tract that has more than 20% Housing Tax Credit Units per total households and the City hereby approves the construction of Kestrel pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

VI.

Further the City affirms that Kestrel on Cooper is consistent with the City’s obligation to affirmatively further fair housing.

VII.

Further, the City affirms that Kestrel on Cooper has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Heart of Arlington Neighborhood Plan.

VIII.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 25th day of February, 2020, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY
2020 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 100.00%
     - Cash flow from operations: 100.00%
     - Developer Fee: 100.00%
     - Total: 300.00% (Must equal at least 50% regardless of structure)
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - **Yes** A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - **Yes** A detailed narrative describing experience in each category is included.

Mark all that apply
- Property Management
- Construction
- Development
- Financing
- Compliance

- No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
- Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

**Points Claimed:** 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - **A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.**
   - **A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.**
   - **Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.**

**Points Claimed:** 0
**Total Points Claimed:** 2

2/21/2020
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1800641068400
File/Vendor Number: 467961
Approval Date: 31-MAY-2017
Scheduled Expiration Date: 31-MAY-2021

In accordance with the Memorandum of Agreement between the City of Austin (COA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that O-SDA INDUSTRIES, LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 01-MAY-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business’ application for registration/certification into the COA’s program, you must immediately (within 30 days of such changes) notify the COA in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA’s program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

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

The HUB for this application, O-SDA Industries has existing housing experience and is qualified to be a HUB owner on this application. Please see the attached resume that documents expertise and recent experience. The principal for O-SDA, Megan Lasch, has a degree in engineering and been specifically involved in multifamily development since 2010. Ms. Lasch, has developed and constructed a multi-family portfolio in excess of 1,900 units.

O-SDA has thus far provided site identification according to TDHCA QAP requirements, site assessments, reviewed preliminary engineering site plans, developed architectural schematics, worked with local governments, and neighborhoods, compiled budgets and provided other essential input for the development plan on this application.

O-SDA will be involved in this development from construction through lease-up and operation through the compliance period. In addition to off-site monitoring, O-SDA will visit the property at least quarterly throughout construction, lease-up, and operation. Monitoring and visits will include inspection of landscape, buildings, and general maintenance; inspection of leasing records with regard to program requirements; supervision of the property management company, analysis of vacancy rates and marketing success; and interaction with residents for feedback on the property. O-SDA has prior experience in landscape design and construction management and has the ability to identify potential issues with site maintenance. O-SDA also has prior experience with reporting requirements and has the ability to monitor the property for compliance.
Megan Lasch- Mrs. Lasch has eleven years of experience in the project management and development industry. Having received her Bachelor’s degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects.

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

O-SDA is a full-service real estate development company committed to solving the need for affordable housing in Texas urban centers and suburban areas. Ms. Lasch has helped secure nineteen (19) allocations of 9% Housing Tax Credits in the last eight application cycles in Texas. Ms. Lasch also holds an experience certification for affordable housing from Texas Department of Housing and Community Affairs (TDHCA). Ms. Lasch is based in Austin, Texas and serves as a project manager, developer or consultant on developments financed by TDHCA. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, TDHCA application process, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch serves on the Board of Directors for Skillpoint Alliance, a non-profit providing technology based workforce training, is a member of the Real Estate Council of Austin and was a finalist in the 2018 Austin Under 40 Awards. Recent development experience includes the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Units</th>
<th>Affordable</th>
<th>Market Rate</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aria Grand</td>
<td>Austin, Texas</td>
<td>70</td>
<td>60</td>
<td>10</td>
<td>Permitting</td>
</tr>
<tr>
<td>Elysium Grand</td>
<td>Austin, Texas</td>
<td>90</td>
<td>75</td>
<td>15</td>
<td>Permitting</td>
</tr>
<tr>
<td>Mistletoe Station</td>
<td>Fort Worth, Texas</td>
<td>100</td>
<td>74</td>
<td>26</td>
<td>Permitting</td>
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<tr>
<td>Alton Plaza</td>
<td>Longview, Texas</td>
<td>49</td>
<td>33</td>
<td>16</td>
<td>Permitting</td>
</tr>
<tr>
<td>Edgewood Place</td>
<td>Longview, Texas</td>
<td>74</td>
<td>58</td>
<td>16</td>
<td>Under Construction</td>
</tr>
<tr>
<td>Kaia Pointe</td>
<td>Georgetown, TX</td>
<td>102</td>
<td>80</td>
<td>22</td>
<td>Under Construction</td>
</tr>
<tr>
<td>Stillhouse Flats</td>
<td>Harker Heights, TX</td>
<td>96</td>
<td>88</td>
<td>8</td>
<td>Stabilized</td>
</tr>
<tr>
<td>La Madrid Apartments</td>
<td>Austin, TX</td>
<td>95</td>
<td>83</td>
<td>12</td>
<td>Under Construction</td>
</tr>
<tr>
<td>Tupelo Vue</td>
<td>Winter Haven, FL</td>
<td>70</td>
<td>70</td>
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<tr>
<td>Liberty Pass</td>
<td>Selma, TX</td>
<td>104</td>
<td>96</td>
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<td>Barron’s Branch II</td>
<td>Waco, TX</td>
<td>76</td>
<td>76</td>
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<tr>
<td>Art at Bratton’s Edge</td>
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<td>76</td>
<td>68</td>
<td>8</td>
<td>Stabilized</td>
</tr>
<tr>
<td>Barron’s Branch I</td>
<td>Waco, TX</td>
<td>92</td>
<td>77</td>
<td>15</td>
<td>Stabilized</td>
</tr>
<tr>
<td>Saige Meadows</td>
<td>Tyler, TX</td>
<td>92</td>
<td>82</td>
<td>10</td>
<td>Stabilized</td>
</tr>
<tr>
<td>Summit Parque</td>
<td>Dallas, TX</td>
<td>100</td>
<td>75</td>
<td>25</td>
<td>Stabilized</td>
</tr>
<tr>
<td>Amberwood</td>
<td>Longview, TX</td>
<td>78</td>
<td>68</td>
<td>10</td>
<td>Stabilized</td>
</tr>
<tr>
<td>La Ventana</td>
<td>Abilene, TX</td>
<td>84</td>
<td>72</td>
<td>12</td>
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<tr>
<td>Tylor Grand</td>
<td>Abilene, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
<td>Stabilized</td>
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<tr>
<td>Singing Oaks (Rehab)</td>
<td>Denton, TX</td>
<td>126</td>
<td>122</td>
<td>4</td>
<td>Stabilized</td>
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<tr>
<td>Pinnacle at North Chase</td>
<td>Tyler, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
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</tr>
<tr>
<td>Palms on Lamar</td>
<td>Austin, Texas</td>
<td>476</td>
<td>476</td>
<td>0</td>
<td>Stabilized</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
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.

If a revised chart is submitted, include the date of submission!
Kestrel on Cooper Organizational Chart
for Owner

Kestrel on Cooper, LLP

O-SDA Kestrel, LLC
(General Partner)
0.01%

O-SDA Industries, LLC
(A Texas HUB)
100%

Megan Lasch
100%
Ability to exercise control

Syndicator to be named
Investor “LP” Member
99.99%
Kestrel on Cooper
ORGANIZATIONAL CHART
for
DEVELOPER

O-SDA Industries, LLC
(A Texas HUB)

Developer
100%

Megan Lasch
100%
Ability to exercise control
Guarantor
O-SDA Kestrel, LLC

O-SDA Industries, LLC
(A Texas HUB)

Megan Lasch
100%
Ability to exercise control
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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization Legal Name:</strong> Kestrel on Cooper, LLLP</td>
</tr>
<tr>
<td><strong>Address:</strong> 5501-A Balcones Dr., #302</td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78731</td>
</tr>
<tr>
<td><strong>Role/Title:</strong> General Partner</td>
</tr>
<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> 100% Development Owner</td>
</tr>
<tr>
<td><strong>Organization legally formed?</strong> No</td>
</tr>
<tr>
<td><strong>Date formed:</strong> TBF</td>
</tr>
<tr>
<td><strong>Legal Org is or will be:</strong> Limited Partnership</td>
</tr>
<tr>
<td><strong>Previous TDHCA Experience?</strong> No</td>
</tr>
<tr>
<td><strong>Phone:</strong> (830) 330-0762</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
</tr>
</tbody>
</table>

**List of Organizations and Principals**

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>O-SDA Industries, LLC</strong></td>
</tr>
<tr>
<td><strong>TDHCA Experience:</strong> Yes</td>
</tr>
<tr>
<td>2. NA</td>
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<td>3. NA</td>
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<td>4. NA</td>
</tr>
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<td>5. NA</td>
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<td>6. NA</td>
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<table>
<thead>
<tr>
<th>Org. 1.1</th>
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<tbody>
<tr>
<td><strong>Organization Legal Name:</strong> O-SDA Kestrel, LLC</td>
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<td><strong>Address:</strong> 5501-A Balcones Dr., #302</td>
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<tr>
<td><strong>City:</strong> Austin</td>
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<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78731</td>
</tr>
<tr>
<td><strong>Role/Title:</strong> General Partner</td>
</tr>
<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> 0.01% of Kestrel on Cooper, LLLP and 100% Guarantor</td>
</tr>
<tr>
<td><strong>Organization legally formed?</strong> No</td>
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<tr>
<td><strong>Date formed:</strong> TBF</td>
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<td><strong>Legal Org is or will be:</strong> Limited Liability Company</td>
</tr>
<tr>
<td><strong>Previous TDHCA Experience?</strong> No</td>
</tr>
<tr>
<td><strong>Phone:</strong> 8303300762</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
</tr>
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**List of Organizations and Principals**

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. <strong>Megan Lasch</strong></td>
</tr>
<tr>
<td><strong>TDHCA Experience:</strong> Yes</td>
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<td>2. NA</td>
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<td>3. NA</td>
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<td>4. NA</td>
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<table>
<thead>
<tr>
<th>Org.</th>
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<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78731</td>
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<td><strong>Role/Title:</strong> Sole Mem and Dev</td>
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<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> 100% of O-SDA Kestrel, LLC and 100% Developer</td>
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<tr>
<td><strong>Organization legally formed?</strong> Yes</td>
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<tr>
<td><strong>Date formed:</strong> 9/7/2011</td>
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<tr>
<td><strong>Legal Org is or will be:</strong> Limited Liability Company</td>
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<tr>
<td><strong>Previous TDHCA Experience?</strong> Yes</td>
</tr>
<tr>
<td><strong>Phone:</strong> 8303300762</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
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**List of Organizations and Principals**

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<tbody>
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<tr>
<td>3. NA</td>
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<td>4. NA</td>
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</tr>
<tr>
<td>6. NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org.</th>
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</thead>
<tbody>
<tr>
<td><strong>Organization Legal Name:</strong> NA</td>
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<tr>
<td><strong>Address:</strong> 5501-A Balcones Dr., #302</td>
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<tr>
<td><strong>State:</strong> TX</td>
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<td><strong>Zip:</strong> 78731</td>
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<tr>
<td><strong>Role/Title:</strong> NA</td>
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<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> 100% of O-SDA Kestrel, LLC and 100% Developer</td>
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<td><strong>Organization legally formed?</strong> Yes</td>
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<td><strong>Previous TDHCA Experience?</strong> Yes</td>
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<tr>
<td><strong>Phone:</strong> 8303300762</td>
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<tr>
<td><strong>Email:</strong> <a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
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**List of Organizations and Principals**

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
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<td>5. NA</td>
</tr>
<tr>
<td>6. NA</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 5 Tab 39

Previous Participation
### 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>Kestrel on Cooper, LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Kestrel on Cooper, LLP</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.

   ![Check box]  

   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>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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.

   ![Check box]  

   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>
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</thead>
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<tr>
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<td>ESG</td>
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<td>TBRA</td>
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<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
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<tr>
<td>DR</td>
<td></td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
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<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
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<tr>
<td>Other:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other:</td>
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</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>O-SDA Industries, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan D. Lasch</td>
</tr>
</tbody>
</table>

Email Address:

| megan@o-sda.com |

City & State of Home Addr:

| Austin, TX |

Applicant Legal Name:

<table>
<thead>
<tr>
<th>The Lex on Jessamine, LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kestrel on Cooper, LLP</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.

- 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>
</tr>
</thead>
<tbody>
<tr>
<td>12065</td>
<td>La Ventana</td>
<td>Abilene</td>
<td>HTC</td>
<td>in 07/12</td>
<td>NA</td>
</tr>
<tr>
<td>12067</td>
<td>Amberwood Place</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/12</td>
<td>NA</td>
</tr>
<tr>
<td>14226</td>
<td>Art at Bratton's Edge</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>15190</td>
<td>Stillhouse Flats</td>
<td>Harker Heights</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>15185</td>
<td>LaMadrid</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>16188</td>
<td>Kaia Pointe</td>
<td>Georgetown</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17347</td>
<td>Alton Plaza (dev fee only)</td>
<td>Longview</td>
<td>HTC</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17268</td>
<td>Edgewood Place (dev fee only)</td>
<td>Longview</td>
<td>HTC</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17259</td>
<td>Mistletoe Station</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17275</td>
<td>Aria Grand</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>18361</td>
<td>Canova Palms</td>
<td>Irving</td>
<td>HTC</td>
<td>in 12/18</td>
<td>NA</td>
</tr>
<tr>
<td>18422</td>
<td>Elysium Grand</td>
<td>Austin</td>
<td>HTC</td>
<td>in 10/18</td>
<td>NA</td>
</tr>
<tr>
<td>19295</td>
<td>The Abali</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19287</td>
<td>Sunset at Fash Place</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
</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>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LHEAP</td>
<td>TBRA</td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Nonprofit Participation

NA
2020 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2020 HTC
Full Application

Part 5 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>O-SDA Industries, LLC</th>
<th>Megan Lasch</th>
<th>(830) 330-0762</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**Housing General Contractor:**

| TBD                   |             |                |
| Contact Name          |             |                |
| Email                 |             |                |
| Tax ID Number (TIN)   |             |                |
| Proposed Fee          |             |                |
| Certified Texas HUB?  |             |                |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* |             |

**Infrastructure General Contractor:**

| TBD                   |             |                |
| Contact Name          |             |                |
| Email                 |             |                |
| Tax ID Number (TIN)   |             |                |
| Proposed Fee          |             |                |
| 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>Saigebrook Development, LLC</th>
<th>Lisa Stephens</th>
<th>(352) 213-8700</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Architect:**

<table>
<thead>
<tr>
<th>Miller Slayton Architects</th>
<th>Paul Slayton</th>
<th>(352) 377-0505</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Civil Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Cronin</td>
<td>(817) 469-1671</td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Market Analyst:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darrell G. Jack</td>
<td>(210) 241-4323</td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Cheng</td>
<td>(305) 415-9083</td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Northcutt</td>
<td>(512) 693-2180</td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accolade Property Management</td>
<td>(214) 496-0600</td>
<td><a href="mailto:sbaker@accoladepm.com">sbaker@accoladepm.com</a></td>
</tr>
</tbody>
</table>

- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

- **Certified Texas HUB?**: TBD
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: TBD

### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

- **Certified Texas HUB?**: NA
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: NA

### Syndicator:

<table>
<thead>
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<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

- **Certified Texas HUB?**: TBD
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: TBD

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

- **Certified Texas HUB?**: TBD
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: TBD

---

**2/24/2020**
# Title Company

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teri Potter</td>
<td>(214) 891-1957</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:tpotter@senderatitle.com">tpotter@senderatitle.com</a></td>
<td>TBD</td>
<td>20-0580378</td>
</tr>
</tbody>
</table>

Certified Texas HUB? **No**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**

---

# Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</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:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td>46-2015199</td>
</tr>
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</table>

Certified Texas HUB? **No**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**

---

# ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diana Hedrick</td>
<td>(713) 476-9844</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:diana@phaseengineering.com">diana@phaseengineering.com</a></td>
<td>TBD</td>
<td>75-2502360</td>
</tr>
</tbody>
</table>

Certified Texas HUB? **No**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**

---

# Scope and Cost Review (formerly PCA) Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

Certified Texas HUB? **No**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**

---

# Preservation Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>NA</td>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? **No**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**

---

# Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Stephens</td>
<td>(352) 213-8700</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:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
<td>TBD</td>
<td>45-3062708</td>
</tr>
</tbody>
</table>

Certified Texas HUB? **Yes**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **No**
The Applicant and Developer are related entities through a principal.
Engineer/Architect Certification Form

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 80,454 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 15,262 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

02.13.2020

Date

Paul Slayton

Printed Name

TX 21866

License Number and State

Miller Slayton Architects Inc.

Firm Name (If applicable)
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>90</td>
<td>5%</td>
<td>4.5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1BR</td>
<td>21</td>
<td>5%</td>
<td>1.05</td>
<td>1.05</td>
<td>1</td>
</tr>
<tr>
<td>2BR</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3BR</td>
<td>27</td>
<td>5%</td>
<td>1.35</td>
<td>1.35</td>
<td>1</td>
</tr>
<tr>
<td>4BR</td>
<td>6</td>
<td>5%</td>
<td>0.3</td>
<td>1</td>
<td>1</td>
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<td></td>
<td>90</td>
<td>5%</td>
<td>4.5</td>
<td>5.2</td>
<td>5</td>
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</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>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</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]

Paul Miller
Printed Name

2/18/2020

Miller Slayton Architects, Inc
Firm Name (If applicable)

2/18/2020
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.

### Hearing/Visual Units Calculation

<table>
<thead>
<tr>
<th>Unit Description</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></td>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1BR</td>
<td>21</td>
<td>2%</td>
<td>0.42</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3BR</td>
<td>27</td>
<td>2%</td>
<td>0.54</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>4BR</td>
<td>6</td>
<td>2%</td>
<td>0.12</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>4</td>
<td>2</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>Unit Description</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></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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></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]

Printed Name: Paul Miller

Date: 2/18/2020

Firm Name (If applicable): Miller Slayton Architects, Inc

2/18/2020
### 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, 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.

**When parking spaces are in more than one parking lot:**

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


### 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.**

#### UNITS IN THIS AMENITY SECTION

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>CLUBHOUSE</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>DUMPSTER</td>
<td>1</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:** 2

2/21/20
Enter the information indicated below.

Total dwelling Units in the Development: 90
Total surface parking spaces (including non-residential): 123
Total carports (including non-residential): 41
Total garages (including non-residential): 0

Total parking spaces of all types: Calculated from above: 164
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 2
Total of all types of parking spaces that serve dwelling units: Calculated from above: 162
APSSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 5
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 72
APSSs required in excess of one per mobility accessible unit: Calculated from above: 2

**Total APSs required (including dwelling units and facilities/amenities):** Calculated from above: 9

**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: 7
Minimum number of carports that must be APSs: 2
Number of garages that must be APSs: 0

**APSSs that Must Be Van Spaces**

**Total Van APSs required, including all types of spaces:** Calculated from above: 2
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 2
Minimum number of carports that must be van APSs: Calculated from above: 1
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**

2/18/2020

**Printed Name**

2/18/2020
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:

- [x] 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.

2/21/2020
December 14, 2015

Mrs. Megan Lasch
c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mrs. Lasch:

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

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

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

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tshca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
2020 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kestrel on Cooper, LLP</td>
</tr>
<tr>
<td>2. O-SDA Kestrel, LLC</td>
</tr>
<tr>
<td>3. O-SDA Industries, LLC</td>
</tr>
<tr>
<td>4. Megan Lasch</td>
</tr>
<tr>
<td>5.</td>
</tr>
<tr>
<td>6.</td>
</tr>
<tr>
<td>7.</td>
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<td>24.</td>
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<tr>
<td>25.</td>
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<tr>
<td>26.</td>
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<tr>
<td>27.</td>
</tr>
<tr>
<td>28.</td>
</tr>
<tr>
<td>29.</td>
</tr>
<tr>
<td>30.</td>
</tr>
</tbody>
</table>

b. Person/entity has at least one other application in the current Application Round.

| 1. Kestrel on Cooper, LLP | No |
| 2. O-SDA Kestrel, LLC | No |
| 3. O-SDA Industries, LLC | Yes | Submit Part II |
| 4. Megan Lasch | Yes | Submit Part II |

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 I b. above.

By: [Signature of Applicant]  
Date: 2-17-20  
Title: President

2/14/2020
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: O-SDA Industries, LLC

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>Kestrel on Cooper</td>
<td>3</td>
<td>Arlington</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>The Lex on Jessamine</td>
<td>3</td>
<td>Fort Worth</td>
<td>40.00%</td>
<td>40.00%</td>
</tr>
</tbody>
</table>

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] Megan Lasch  
Signature of Applicant, Developer, Affiliate or Guarantor (as O-SDA Industries, LLC) Printed Name

[Date] 2-17-20

2/14/2020
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: Megan Lasch

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.

<table>
<thead>
<tr>
<th>Development Name</th>
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<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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<tbody>
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<td>Arlington</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>The Lex on Jessamine</td>
<td>3</td>
<td>Fort Worth</td>
<td>40.00%</td>
<td>40.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Megan Lasch 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] Print Name: Megan Lasch Date: 2-17-20

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
## Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 2047</th>
<th>Self Score Total: 132</th>
</tr>
</thead>
</table>

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- x Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - Points Requested 17
  - City of Arlington
  - Name of Local Government Body
  - Name of Local Government Body (if applicable)

** Note that resolutions are due February 28, 2020

### 2. Quantifiable Community Participation - §11.9(d)(4)

- x Application expects to receive QCP points.
  - Points Requested 8

** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

### 3. Input from State Representative - §11.9(d)(5)

- Letter of either support, neutrality, or opposition is included behind this tab.**
  - Points Requested 0

OR

- x Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
  - Points Requested 8

** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

### 4. Input from Community Organizations - §11.9(d)(6)

- x Applicant has included one or more letters of support or opposition behind this tab.
  - Points Requested 4

#### A. Pathfinders
- Name of Community Organization
- Kathryn Arnold
- Contact Name

#### B. Meals on Wheels Inc. of Tarrant County
- Name of Community Organization
- Carla Jutson
- Contact Name

#### C. The Women's Center of Tarrant County, Inc.
- Name of Community Organization
- Laura M. Hilgart
- Contact Name

#### D. SafeHaven
- Name of Community Organization
- Nichole Masters-Henry
- Contact Name

#### E. 
- Name of Community Organization
- Contact Name

#### F. 
- Name of Community Organization
- Contact Name

** Note that if QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!
Local Government Support Resolution
Resolution No. 20-049

A resolution supporting the application of O-SDA Industries and/or Saigebrook Development to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 2017-2025 South Cooper Street, in Arlington, Texas, to be named Kestrel on Cooper

WHEREAS, O-SDA Industries and/or Saigebrook Development has proposed a development of affordable rental housing at 2017-2025 South Cooper Street, Arlington, Tarrant County, Texas, to be named Kestrel on Cooper; and

WHEREAS, O-SDA Industries and/or Saigebrook Development has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Multifamily 9% Housing Tax Credits for Kestrel on Cooper; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Kestrel on Cooper, Application #20147, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 25, 2020.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Kestrel on Cooper development.

IV.

Further, as provided for in 10 TAC §11.3(d), the City of Arlington hereby acknowledges that Kestrel on Cooper is located one linear mile or less from a development that serves the same target population as Kestrel on Cooper and has received an allocation
of Housing Tax Credits (or private activity bonds) for new construction since January 3, 2017 and the City of Arlington hereby approves the construction of the Kestrel on Cooper.

V.

Further, as provided for in 10 TAC §11.3(e) and §11.4(c)(1), the City hereby acknowledges that Kestrel on Cooper is located in a census tract that has more than 20% Housing Tax Credit Units per total households and the City hereby approves the construction of Kestrel pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

VI.

Further the City affirms that Kestrel on Cooper is consistent with the City’s obligation to affirmatively further fair housing.

VII.

Further, the City affirms that Kestrel on Cooper has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Heart of Arlington Neighborhood Plan.

VIII.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 25th day of February, 2020, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY
February 27, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East Eleventh Street
Austin, TX 78701

Dear Mr. Wilkinson,

I write to you today in accordance with Texas Government Code Chapter 2306, Section 1114 to express my position on an application in House District 94 for funding through the Competitive Housing Tax Credit Program.

After hearing from interested constituents, or a lack thereof in some important ways, I have come to the conclusion that I am opposed to the "Kestral on Cooper" application (2015-2025 S Cooper Street, Arlington, TX, 76010). Therefore, please deduct eight points from their submission.

You may contact my Capitol office with any issues or questions regarding the submission of this letter. My Chief of Staff, Jake Robinson, can be reached at (512) 463-0624 or by email at jake.robinson@house.texas.gov.

Sincerely,

TonyTinderholt
February 28, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East Eleventh Street
Austin, TX 78701

Dear Mr. Wilkinson,

I write to you today in accordance with Texas Government Code Chapter 2306, Section 1114 to express my position on an application in House District 94 for funding through the Competitive Housing Tax Credit Program.

I have come to the conclusion that in regards to the "Kestral on Cooper" application (2015-2025 S Cooper Street, Arlington, TX, 76010) no written statement of support, neutrality, or opposition will be provided by my office for this particular development. The application number is 20147.

You may contact my Capitol office with any issues or questions regarding the submission of this letter. My Chief of Staff, Jake Robinson, can be reached at (512) 463-0624 or by email at jake.robinson@house.texas.gov.

Sincerely,

Tony Tinderholt
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
January 31, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: Azalea West  TDHCA App. # 20063
   The Lex on Jessamine  TDHCA App. #20132
   Kestrel on Cooper  TDHCA App. #20147

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Applications for the following proposed family housing in Tarrant County:

   "Azalea West," to be located at 2700-2708 Azalea Ave., Fort Worth, 76107
   "The Lex on Jessamine," to be located at 710 W Jessamine Fort Worth, 76110
   "Kestrel on Cooper," to be located at 2015-2025 S Cooper Street, Arlington, 76101

Pathfinders is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of empowering individuals and families to find their path from poverty to self-sufficiency and the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Kathryn Arnold
Chief Executive Officer
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2020

FAMILY PATHFINDERS OF TARRANT COUNTY
PO BOX 470869
FORT WORTH, TX 76147-0869

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 06-12-2003
- Sales and use tax, as of 06-12-2003
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17316433840

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State’s website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
History

Family Pathfinders was established to help families become self-sufficient. Self-sufficiency is not achieved through stop-gap measures or short term solutions. We advocate strategies for families that will create ladders out of poverty and lead to financial stability.

In September 1996 Family Pathfinders was created by John Sharp, the Texas Comptroller of Public Accounts in response to welfare reform. The program goal was to enlist community support for welfare reform efforts by partnering with faith and civic groups to form mentoring teams to work with families on their journey to self-sufficiency.

In October 1996 community members in Tarrant County formed a steering committee to develop a local site. In the spring of 1997 Tarrant Area Community of Churches (TACC) formed a covenant with the state of Texas to sponsor Tarrant County Family Pathfinders. Tarrant County Family Pathfinders began providing mentoring services in October 1997.

Tarrant County Family Pathfinders operated under the TACC umbrella until March 2004 when it incorporated to become Family Pathfinders of Tarrant County, Inc., a 501 (c)(3) organization. Since that time we have expanded our mentoring program to serve additional low income clients and the reentry population. In addition, we have broadened our programming to include job readiness and financial literacy.

Notable Highlights

- In October 2014 Family Pathfinders named a Top-Rated 2014 Nonprofit by GreatNonprofits and awarded a spot on the GreatNonprofits Hall of Fame.
- In February 2014 Family Pathfinders’ Executive Director, Kathryn Arnold, is named Shale Exploration’s “Hometown Hero” in the February edition of Fort Worth Magazine.
- In November 2013 Family Pathfinders named a Top-Rated 2013 Nonprofit by GreatNonprofits.
- In December 2012 Family Pathfinders named a Top-Rated 2012 Nonprofit by GreatNonprofits.
- In March 2011 Family Pathfinders received the “Impact through Education” award from the Women’s Policy Forum.
- In December 2009 Family Pathfinders received the Service to Workers award from the Texas Workforce Commission
- In September 2007 the Mentoring program was recognized for Best Practices by Urban Partnership Initiatives of the Department of Health and Human Services.
- In April 2004 Family Pathfinders received the 2004 Workforce Best Practices Award from the Texas Economic Development Council.
- In February 2003 Family Pathfinders received the “Outstanding Service to Women” Award from the Women’s Policy Forum in Fort Worth.
- In June 2000 Family Pathfinders received the first ever “Partnership In Workforce Excellence” award from the Work Advantage Board. In April 2001 Family Pathfinders received the “Family Service Award” from the League of Women Voters of Tarrant County.
Mentoring

The call to mentoring has never been greater or more rewarding.

Family, Youth and Reentry Mentoring

Today’s communities have many families and individuals that need and want a trained mentor to help them find a path to self-sufficiency. Our mentor training, coupled with your life experiences, can empower you, as a mentor, to help others improve their life skills and find better ways to support their families. Mentors join hands with an individual or family for one year, helping them make the very difficult transition to financial stability. Each mentor provides a broad range of support including budgeting, job preparation, decision making, emotional support, parenting advice and goal setting. This unique program makes a difference in people’s lives when they learn life skills from caring, committed volunteers. And the time commitment for the mentorship is just three to four hours a month at a time convenient to the mentors and mentees. Due to our success, the Mentoring program has been recognized for Best Practices by Urban Partnership Initiatives of the U.S. Department of Health and Human Services. The strength of the program is the three-way relationship among the client, the mentor(s), and the staff, all focused on helping the family become self-sufficient.

What makes a great mentor?

Pathfinders mentors come from all walks of life, are all ages, and span a variety of economic and educational backgrounds. Our clients simply value having someone to talk to, someone to listen, and someone to care about their future. If you know how to set goals, stick to a budget, or look for a job and you are willing to learn and walk with your mentee in his or her journey toward self-sufficiency, you will make a great mentor! And you will not be alone in this process. Pathfinders provides ongoing support, training, a great mentor toolbox full of resources right here on our website, and opportunities to connect with other mentors and share your successes and challenges along the way.

What options are available?

Pathfinders provides three avenues for volunteer mentors:

1. One-on-one mentoring
2. Mentoring as a team
3. Pathfinder Partner - organizations with multiple one-on-one mentors or teams of mentors

How do I get started?

1. Submit a Mentor Application
2. Consider recruiting friends or colleagues to create a team
3. If your church/faith community, club, or business has multiple mentors, consider becoming a Pathfinder Partner

Still have questions? Visit our Frequently Asked Questions page for more information or send us an email.
Financial Capability

Financial Education

Our Financial Literacy classes help students identify ways to better manage their money, reduce expenses, save for emergencies and improve their self-advocacy skills in a fun and interactive setting. Using the FDIC “Money Smart” curriculum and class role play activities, the students learn basic steps for creating a household budget, choosing and using banking resources, identifying borrowing risks and benefits, improving credit and saving for financial goals. Whether they come to a stand-alone class or a series of five classes, students gain awareness of tools to help them build savings as well as resources to help them with financial issues. All students receive a “budget box” which is a portable file with tools to help them create a budget and manage their financial records and bills.

Financial Coaching

Pathfinders provides financial coaching to help low and moderate income people attain financial stability. Financial Coaching builds on financial (education/management) skills to address personal needs for improving financial behaviors. Each client-driven session is led by a volunteer Coach with training in budgeting, banking and borrowing, and credit. These sessions allow participants to come with their own questions and work with a coach to take back control of their finances, make better decisions, and regain a foothold in financial stability and self-sufficiency. Participants in the program are referred to Pathfinders through our partnership in the United Way’s Financial Stability Initiative.

Interested in volunteering as a Financial Coach? Submit your Volunteer Application today!

Still have questions? Visit our Frequently Asked Questions page for more information or send us an email.

Pathfinders
P.O. Box 470869, Fort Worth, TX 76147 | Map
Phone: (817) 731-1173 | info@pathfindersfc.org

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Contact Us

For more information on Pathfinders, visit like us on Facebook!

For media inquiries please email info@pathfinderstc.org

**Mailing Address**
P.O. Box 470869
Fort Worth, TX 76147

**Phone**
817-731-1173

**Fax**
817-731-1207

**Physical Address**
6550 Camp Bowie Blvd., Suite 111
Fort Worth, TX 76116

You can also use the form below to get in contact with a member of the Pathfinders staff.

First Name  *

Last Name  *

Email Address  *

Phone

How may we help?  *

Please answer the simple math question below to submit the form.

2 + 2 =

Submit
January 29, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: Azalea West  TDHCA App. # 20063
     The Lex on Jessamine  TDHCA App. #20132
     Kestrel on Cooper  TDHCA App. #20147

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Applications for the following proposed family housing in Tarrant County:

"Azalea West,” to be located at 2700-2708 Azalea Ave., Fort Worth, 76107
"The Lex on Jessamine,” to be located at 710 W Jessamine Fort Worth, 76110
"Kestrel on Cooper,” to be located at 2015-2025 S Cooper Street, Arlington, 76101

Meals On Wheels, Inc. of Tarrant County is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose home delivered meals and supportive services to homebound disabled individuals for the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Carla Jutson
President and CEO

Mission Statement
"To promote the dignity and independence of the disabled, the elderly and other homebound persons by delivering nutritious meals and providing or coordinating needed services."
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 18, 2020

MEALS-ON-WHEELS, INC. OF TARRANT COUNTY
5740 AIRPORT FWY
FORT WORTH, TX 76117-6005

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-22-1977
Sales and use tax, as of 11-16-1989
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17515687980

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State’s website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt_orgs@cpa.texas.gov, or call us at 800-252-5555.
Programs

Home-Delivered Meals | Case Management | Client Services | Friend to Friend | Supplemental Food | Errands | Companion Pet Meals | Nutrition

Meals On Wheels of Tarrant County provides more than just a nutritious meal. While the Home-Delivered Meals program is at the heart of everything we do, we have established a number of ancillary programs to meet specific needs within the community. These programs address issues ranging from senior isolation to unsafe living conditions to a variety of nutrition programs that help our clients manage chronic health issues. Each client is assigned to a case manager who makes quarterly check-up visits to gauge the client’s progress. As part of that discussion, the case manager will note
specific needs and recommend the client to one of our ancillary programs if needed. Since Meals On Wheels works closely with a number of other charitable organizations, we can also make referrals to other resources within the community.

**Home-Delivered Meals**

Meals On Wheels of Tarrant County provides nutritionally-balanced, home-delivered noontime meals to the homebound, elderly and disabled citizens of Tarrant County. Meals are typically delivered between 10:30 a.m. and 12:30 p.m., Monday through Friday. Some clients need a greater level of care and qualify for breakfast and weekend meals in addition to our regular noontime meal. The meals are delivered to the client’s door by trained volunteers, who are often the only people our clients see on a daily basis. We prepare and deliver more than 3,700 nutritious meals each day right here in Tarrant County.

**Qualification Criteria:** Home-delivered meals are available to those who live in Tarrant County, Texas, who are homebound for any length of time, are physically or mentally unable to prepare nutritious meals for themselves, and have no one to help them on a regular basis. There are no age or income restrictions and no one is ever approved or denied services based on their ability to make a voluntary contribution toward the cost of the services that they receive.

- Current breakfast menu
- Current lunch menu
- Communities Served
- Refer/Become a Client
- Donate to the Home-Delivered Meals program
- Nutrition Information
Case Management

Each client and prospective client is assigned to a professional case manager who assesses the client’s needs, coordinates other needed services, and advocates for the client with other agencies. All clients are re-certified for the program on an annual basis. The case manager is also the client’s link to accessing and receiving other services within the community.

Our first priority is always providing a nourishing noon meal, but the case managers also determine if clients need additional meals or other services that we can provide or coordinate with other service providers. We see every client in their home at least three times per year.

We assist clients with fans, air conditioners, and heaters. We process applications that allow low-income clients to occasionally have their utility bills paid. We arrange for our clients to borrow, indefinitely and at no cost, equipment such as walkers, commode chairs, and bath rails. We check on clients when we are concerned about their safety. Our case managers help to greatly improve the quality of our clients’ lives, allowing them to live in
February 19, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: Azalea West  TDHCA App. # 20063
   The Lex on Jessamine  TDHCA App. #20132
   Kestrel on Cooper  TDHCA App. #20147

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Applications for the following proposed family housing in Tarrant County:

   “Azalea West,” to be located at 2700-2708 Azalea Ave., Fort Worth, 76107
   “The Lex on Jessamine,” to be located at 710 W Jessamine Fort Worth, 76110
   “Kestrel on Cooper,” to be located at 2015-2025 S Cooper Street, Arlington, 76101

The Women’s Center of Tarrant County, Inc. is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of helping people overcome violence, crisis and poverty and the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

[Signature]
Laura M. Hilgart
President/CEO

Laura Hilgart
PRESIDENT / CEO
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 19, 2020

THE WOMEN'S CENTER OF TARRANT COUNTY, INC.
1723 HEMPHILL ST
FORT WORTH, TX 76110-1558

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 02-24-1976
Sales and use tax, as of 09-28-1983
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17515018681

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Our Story

Our mission: To inspire and empower women, men and children to overcome violence, crisis and poverty.

Every year, women, men and children of all ages, ethnic and economic backgrounds come to The Women’s Center seeking hope, emotional healing, solutions to family crises, and help finding a job. The serious problems they bring are devastating – rape and child sexual abuse, unemployment, wages too low to keep a family together, deep depression and desperate situations created by violence, crisis and poverty.

In 1979, The Women’s Center of Tarrant County opened its Fort Worth office, offering information and referral, employment assistance, and life skills workshops. In 1980, a small volunteer rape crisis program joined the agency. Starting with 10 volunteers providing crisis intervention at one hospital, The Women’s Center built community support, including funding and partnerships with medical, legal, and criminal justice professionals. Four years later, The Women’s Center launched the Play it Safe!® child sexual abuse prevention program, and in 1987, The Women’s Center opened a satellite office in Arlington to better serve Tarrant County.

Today, The Women’s Center provides expanded programming in its three original service areas: Rape Crisis and Victim Services, Employment Solutions and General Counseling Services. Long known for partnerships and continuous program innovation, The Women’s Center has become part of the infrastructure relied upon by cities, the county, the local Workforce Board, the criminal
justice system, and other nonprofit organizations. With an annual budget of $4 million, expert staff and over 500 volunteers, The Women's Center helps women, men and children triumph over tragedy and develop strategies to confront crisis, improve their lives, and build a better future for themselves and their families.


Join Email List [Join Email List](http://visitor.r20.constantcontact.com/manage/optin?v=001WVdpo956d6mUHZwG_dcnMsJ76VZ4P-iradO5Hwd7eVHAr7H2_k-Q9oDTTHwXziPP9Qx5JJeQVxXkBjF-2x6lpqjBoqbBRAgLQYn0E%3D)

Events (/get-involved/events) Volunteer (/get-involved/volunteer) Donate (/get-involved/donate)

- Our Story (https://www.womenscentertc.org/who-we-are/our-story/)
- Our Results (https://www.womenscentertc.org/who-we-are/our-results/)
- Our People (https://www.womenscentertc.org/who-we-are/our-people/)
- Events (https://www.womenscentertc.org/get-involved/events/)
- Careers (https://www.womenscentertc.org/contact-us/careers/)
- Young Professionals (https://www.womenscentertc.org/yp/)
- News and Media (https://www.womenscentertc.org/news-and-media/)
- Contact Us (https://www.womenscentertc.org/contact-us/)
- Employee Login (https://www.womenscentertc.org/updates/)
- Privacy Policy (https://www.womenscentertc.org/privacy-policy/)

The Women's Center
1723 Hemphill
Fort Worth, TX 76110
817.927.4040
Monday – Friday
8:30 am – 5:00 pm

Satellite Office:
401 West Sanford, Ste. 1200
Arlington, TX 76011
817.548.1663
Monday – Thursday
8:30 am – 5:00 pm

(https://www.unitedwaytarrant.org/)

(https://www.charitynavigator.org/)

© 2020 The Women's Center of Tarrant County

Translate »

https://www.womenscentertc.org/who-we-are/our-story/
Crisis Intervention

Crisis Hotline – Whether someone was assaulted 20 years or 20 minutes ago, she or he can call and get help 24 hours a day, seven days a week. Victims and/or concerned loved ones can call to speak with a caring, supportive advocate.

In Person Crisis Intervention & Advocacy Services – Available on a walk-in basis 9 am to 5 pm, Monday through Friday at our offices located at 1723 Hemphill Street, Fort Worth.

Rape Exam Support

Rape happens every day, and every day The Women’s Center is there to help survivors. Victim advocates provide support 24 hours a day, seven days a week during forensic rape exams at hospitals in Tarrant County, answering questions and serving as the liaison between the survivor, family members, law enforcement and hospital.

Counseling

The past can never be erased, but survivors can heal from the trauma they have suffered.

Fort Worth and Arlington offices provide individual counseling with masters-level therapists for children and adults (both survivors and family members) who are victims of rape, sexual abuse, and other violent crimes such as abductions, assaults and murdered loved ones.

Support, educational and therapeutic group counseling for survivors usually takes place in the evenings.

Case managers help victims find resources for their immediate needs, such as transportation, housing and applying for Crime Victims’ Compensation.

Criminal Justice Accompaniment

Dealing with the criminal justice system can leave survivors feeling unheard, scared, and challenged. That’s why highly qualified staff members and volunteers work closely with the district attorney’s office to prepare children and adults for court proceedings, and accompany any victim through a variety of criminal justice processes, including interviews, law enforcement procedures and trials.

Sexual Assault Resources

No one has to face sexual assault alone. Here’s where to get additional help:

- Texas Association Against Sexual Assault (http://www.tassa.org)
- Rape, Abuse and Incest National Network (http://www.rainn.org)
- National Sexual Violence Resource Center (http://www.nsvec.org)
- The White House “It’s On Us” Campaign (https://obamawhitehouse.archives.gov/14s2many)

See Our Results (http://www.womenscenter.tc/who-we-are/our-results)

- Our Story (https://www.womenscenter.tc/who-we-are/our-story/)
- Our Results (https://www.womenscenter.tc/who-we-are/our-results/)
- Our People (https://www.womenscenter.tc/who-we-are/our-people/)
- Events (https://www.womenscenter.tc/get-involved/events/)
- Careers (https://www.womenscenter.tc/contact-us/careers/)
- Young Professionals (https://www.womenscenter.tc/youth/)
- News and Media (https://www.womenscenter.tc/news-and-media/)
- Contact Us (https://www.womenscenter.tc/contact-us/)
- Employee Login (https://www.womenscenter.tc/employee-login/)
- Privacy Policy (https://www.womenscenter.tc/privacy-policy/)

The Women’s Center
1723 Hemphill
Fort Worth, TX 76110
817.927.4040
Monday – Friday
8:30 am – 5:00 pm

Satellite Office:
401 West Sanford, Ste. 1200
Arlington, TX 76011
817.548.1663
Monday – Thursday
8:30 am – 5:00 pm

(United Way Tarrant County) (http://unitedwaytarrantorg/)

( Charity Navigator ) (http://www.charitynavigator.org/)

© 2020 The Women’s Center of Tarrant County

Professional Education

When survivors interact with large systems, they need to feel confident that the professionals involved have the tools to help. The Women’s Center provides extensive trauma-informed training in victimization issues, including the dynamics of sexual assault and abuse, to help teach school counselors, local law enforcement, criminal justice, medical personnel, case managers and other mental health providers how to best help victims.

Adult Education

Sexual assault and sexual abuse affects the entire community. The Women’s Center is committed to raising individual and community awareness about these issues to better promote safety. Topics offered to community organizations, parent groups, and college students include:

- Dynamics of Sexual Assault
- Dynamics of Child Sexual Abuse
- How to Talk to Children about Touch
- Sexting and Cyberbullying – Possible Emotional and Legal Consequences
- Healthy Relationships
- Sexual Harassment in the Workplace

See Our Results (Who-we-are/our-results/prevention-and-education/)
February 24, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: Azalea West TDHCA App. # 20063
The Lex on Jessamine TDHCA App. #20132
Kestrel on Cooper TDHCA App. #20147

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Applications for the following proposed family housing in Tarrant County:

“Azalea West,” to be located at 2700-2708 Azalea Ave., Fort Worth, 76107
“The Lex on Jessamine,” to be located at 710 W Jessamine Fort Worth, 76110
“Kestrel on Cooper,” to be located at 2015-2025 S Cooper Street, Arlington, 76101

SafeHaven is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose by providing services to end the cycle of violence in our community and the individual lives of families we serve. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Nichole Masters-Henry
Vice President of Residential Services
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2020

SAFEHAVEN OF TARRANT COUNTY
1100 HEMPHILL ST STE 303
FORT WORTH, TX 76104-4675

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-11-1979
Sales and use tax, as of 01-01-1986
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
State portion of hotel occupancy tax, charitable as of 01-01-1998
   (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17516702812

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
About SafeHaven

SafeHaven's mission is to end domestic violence through safety, support, prevention and social change.
SafeHaven is the largest and most comprehensive agency in Tarrant County providing services at no cost to domestic violence victims. SafeHaven provides 24-hour care at two emergency shelters and transitional housing to families seeking their first taste of independence. Clients under the care of SafeHaven receive counseling, legal services, case management and so much more. Trained bilingual advocates respond 24 hours a day to victims who call SafeHaven’s toll-free crisis hotline (1-877-701-7233).

SafeHaven's professional education staff provides domestic violence prevention programs to high school students throughout Tarrant County, and our Partner Abuse Intervention Program is truly changing the behaviors of former offenders.

Through our outreach, education, support services and prevention programs, we are making progress to end domestic violence right here in Tarrant County.

"I didn't have family here, didn't have friends, no job. All I had was me. But the support here has been amazing. I felt alone, but because of SafeHaven things are looking better."

– Sadie, 29

63
CALLS COME TO THE 24-HOUR EMERGENCY HOTLINE EVERY DAY

1647
WOMEN AND CHILDREN RECEIVED HOLISTIC CARE IN OUR EMERGENCY SHELTERS

1601
SURVIVORS RECEIVED OVER 11,500 HOURS OF EXPERT COUNSELING

294
WOMEN AND CHILDREN UTILIZED OUR LONG-TERM TRANSITIONAL HOUSING PROGRAM

613
HOUSEHOLDS WERE CONNECTED TO SAFEHAVEN RESOURCES THROUGH CRISIS AND OUTREACH SERVICES

127

WOMEN RECEIVED FREE LEGAL REPRESENTATION AND 638 RECEIVED LEGAL ADVOCACY AND ADVICE

2521

PREVENTION EDUCATION PRESENTATIONS WERE OFFERED TO THE COMMUNITY

126

INDIVIDUALS PARTICIPATED IN THE PARTNER ABUSE INTERVENTION PROGRAM

SafeHaven of Tarrant County does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and termination of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, and vendors.

SafeHaven is the Tarrant County domestic violence service provider, providing safety now, and support for the future.
SafeHaven Services

Emergency Shelter
SafeHaven has two emergency shelters - one in Arlington and one in Fort Worth. Our shelters have a 164-bed capacity for families fleeing violent homes. Survivors receive 24-hour comprehensive care ranging from basic needs, transportation, counseling, legal aid, childcare, case management and more.

Counseling

SafeHaven offers individual and group counseling for women and children in English and Spanish. Licensed counselors and social workers provide a safe place to discuss previous instances of domestic violence or issues with a current relationship, at no cost to survivors.

Transitional Housing

The number one reason a client returns to her abuser is because she doesn't have access to safe housing. SafeHaven assists in providing significantly subsidized housing for families seeking independence. During their stay, clients are offered continued case management, support groups and financial education to ensure success.

Legal Aid

Legal help can seem daunting and expensive, but SafeHaven attorneys provide legal representation and/or advice to our clients free of charge. Services most often include support with divorce, custody cases and protective orders. Our team also provides monthly clinics to answer legal questions and provide advice to survivors in need.

Prevention

It's never too early to talk about healthy relationships! In order to cease future domestic violence, SafeHaven provides an evidence-based multi-session program teaching Tarrant County students from elementary to high school about respect, anti-bullying and the building blocks of healthy relationships.
Contact Us

24-Hour Hotline - (877)-701-7233

General Information - info@sahaventc.org

Legal Department - (817) 548-0583

Prevention Department - (817) 546-6040, ext. 239

Financial Donations - Emily Hancock at ehancock@sahaventc.org, (682) 318-1822

In-Kind Donations - Mallory Cox at mcox@sahaventc.org, (682) 318-1829

Volunteer - Courtney Scull at cscull@sahaventc.org, (682) 318-1827

Media Requests - Micah Thompson at mthompson@sahaventc.org, (682) 318-1826
2020 HTC
Full Application

Part 7 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)

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Phase Engineering</th>
<th>Date of Report: 2/21/2020</th>
</tr>
</thead>
</table>

- [x] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
- [x] 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.

- Development is funded by USDA and is not required to supply an ESA.

### 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

- 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.

### 3. Primary Market Area Map

- [x] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Apartment Market Data, LLC</th>
<th>Date of Report: TBD</th>
</tr>
</thead>
</table>

- Development Site Location:
  - Longitude: -97.114053
  - Latitude: 32.710275

### 4. Scope and Cost Review (SCR) (formerly PCA)

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>NA</th>
<th>Date of Report: NA</th>
</tr>
</thead>
</table>

### 5. Appraisal

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>NA</th>
<th>Date of Report: NA</th>
</tr>
</thead>
</table>

### 6. Feasibility Report

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>MMA</th>
<th>Date of Report: 2/17/2020</th>
</tr>
</thead>
</table>
Kestrel on Cooper
Additional ESA Certification

Per the ESA prepared for Kestrel on Cooper, Kestrel on Cooper, LLLP certifies that it will comply with any and all recommendations made by the ESA provider.

Megan Lasch
Megan Lasch

2-17-20
Date
Market Study Map and Definition
**MARKET ANALYSIS SUMMARY**

Provider: Apartment MarketData, LLC  
Date: 2/13/2020  
Contact: Darrell G. Jack  
Phone: (210) 530-0040

**Development**  
Kestral on Cooper  
Target Population: General

**Site Location**  
2017-2025 S Cooper Street  
City: Arlington  
County: Tarrant

**Site Coordinates:**  
Latitude: 32.710275  
Longitude: -97.114053  
(Decimal degree format)

**Primary Market Area (PMA) page**  
17.25 Square Miles

**CENSUS TRACTS**

<table>
<thead>
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<td>0.00</td>
</tr>
</tbody>
</table>
February 24, 2020

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Public Information Request

Greetings:

As part of the market studies produced for the 2020 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish this report on the Department’s website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

Darrell G Jack  
Market Analyst  
President
Tie-Breaker Information
**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 = 35.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</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>Applicable Poverty Rate = NA</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>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 567  (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.

Development Longitude: -97.114053
Development Latitude: 32.710275
Target Population: General
Closest Development serving same Population: Chatham Green Village (The Dec 2019 HTC award is not in the site demo report)

Application Number: 11406
Address: 3532 Chatham Green Lane, Arlington
Year of Award: 2011
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Kestrel on Cooper
Development Street Address: 2017-2025 S.Cooper St
Development City: Arlington
Development County: Tarrant
TDHCA # (for office use only): 

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: Heart of Arlington Neighborhood Association (HANA)

This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: ☐ Yes ☑ No
- If YES, provide the years that the organization made submissions prior to 2020:

The Neighborhood Organization is a (select one of the following):
☒ Homeowners Association
☐ Property Owners Association
☐ Resident Council and our members occupy the existing development
☐ Other (explain):

As of January 3, 2020, (as applicable) this Neighborhood Organization is on record with (select one of the following):
☐ County
☑ Secretary of State

Part 3: Neighborhood Organization Contact Information

Do not list persons that will not be able/available to respond to emails or phone calls from the Department.

1st Contact Information

Name: Alicia Gray
Title: President
Physical Address: 410 Baylor Dr
Mailing Address (if different from above):
City: Arlington
Phone: 817-907-0244
Email: aliciagray@att.net

ZIP Code: 76010
2nd Contact Information
Name: Derek Carter
Title: Vice President
Physical Address: 209 Mill Creek
Mailing Address (if different from above):
City: Arlington
ZIP Code: 76010
Phone: 405-464-3850
Email: derek@derekcarter.net

Part 4: Reason for Support or Opposition

The Neighborhood Organization: ☐ Supports ☐ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

Kestral on Cooper provides the type of revitalization of older property desired by HANA residents. This part of Cooper St (SH 157) is long overdue for redevelopment and the project will enhance the HANA area and add affordable housing options for working families to HANA. We hope that the new project will encourage updates and better maintenance to neighboring properties and spur redevelopment to other property along HANA's west and south boundaries.

Part 5: Written Boundary Description

Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

HANA's north boundary is UTA Blvd/Border St: south boundary is Pioneer Parkway; west boundary is Cooper St; East boundary is Collins St.
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION
(Continued)

Part 6: Certifications

By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 4, 2019.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 2, 2020 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

Alicia Gray
1st Contact Signature
02/20/2020
Date

Alicia Gray
1st Contact Printed Name
President
Title

Derek Carter
2nd Contact Signature
2/20/2020
Date

Derek Carter
2nd Contact Printed Name
Vice President
Title
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Heart of Arlington Neighborhood Association (file number 800860351), a Domestic Nonprofit Corporation, was filed in this office on August 20, 2007.

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

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 20, 2020.

Ruth R. Hughes
Secretary of State
BYLAWS OF
HEART OF ARLINGTON NEIGHBORHOOD ASSOCIATION

ARTICLE I
Name, Principal Office, and Geographic Boundaries

1.1 The name of this organization is the Heart of Arlington Neighborhood Association (“HANA”).
1.2 HANA will maintain a United States Post Office box in Arlington, Texas as its principal office.
1.3 HANA is located in Arlington, Texas. Its area extends approximately from UTA Boulevard/Border Street to Pioneer Parkway/Highway 303 and from Cooper Street to Collins Street.

ARTICLE II
Purpose and Activities

2.1 HANA is a group of neighbors organized to preserve, improve, and advocate for the quality of life of HANA area residents.
2.2 HANA is non-partisan and non-sectarian and will not endorse or oppose any candidate for political office, nor contribute to any political campaign. HANA will not take part in any movement not in keeping with HANA’s purposes, objectives and policies. HANA may host non-partisan forums for political candidates to express their views, provided such forums include invitations to all candidates for any one office. HANA may express its views on any law or course of action which may affect HANA members.

ARTICLE III
Membership

3.1 All persons 18 years of age or older who reside or operate businesses or non-profit organizations in the HANA area are eligible for membership in HANA upon payment of annual dues.
3.2 Each business or non-profit organization will be considered a single member for voting purposes.
3.3 Each paid membership in HANA gives that member voting privileges.
3.4 HANA will have only one (1) class of members. Only those members whose dues are current as of the record date for a vote can vote on that matter.

ARTICLE IV
Board of Directors

4.1 The affairs of HANA will be managed by a Board of Directors composed of eleven (11) members: President, Vice President, Secretary, Treasurer, and seven (7) Neighborhood Representatives. Each director must be a paid member of HANA and may not hold more than one position on the board at one time.
4.2 The Executive Committee will determine the extent of each of the seven (7) districts and a Neighborhood Representative will be duly elected from each of those districts. If, after a reasonable search of HANA members is made, no resident within a specific district is willing to serve as the neighborhood representative for that district, then a HANA member who resides in a different district may serve as neighborhood representative for the unrepresented district.
4.3 Elections of directors will be held on a staggered basis during the regularly scheduled fourth (4th) quarter general membership meeting each year. The President, Secretary, and Neighborhood Representatives for places 2, 4, and 6 will be elected in even years. The Vice President, Treasurer, and Neighborhood Representatives for places 1, 3, 5 and 7 will be elected in odd years. All directors will serve a two (2) year term commencing January 1 of the year immediately after their election.
4.4 The board may designate a HANA member to fill any vacant director’s seat until the next regularly scheduled election for that position.
4.5 Directors will receive no compensation for their services on the board.
4.6 Directors will discharge their duties in good faith, with ordinary care, and in HANA’s best interests.
4.7 Directors may be removed from office by the affirmative vote of a majority of the voting members at a general membership meeting at which a quorum is present. Directors may also be removed by a majority vote of the board for failure to attend a combination of three (3) or more consecutive board and general membership meetings without prior notification to the president and the secretary.
ARTICLE V
Duties of Officers and Neighborhood Representatives

5.1 The officers of HANA are: President, Vice President, Secretary and Treasurer.

5.2 The President’s role and responsibilities are to:
   a. Serve as chairman of the board of directors and generally supervise the interests and welfare of HANA, subject to the advice and consent of the board;
   b. Oversee the planning and scheduling of all general membership and board meetings and preside over the same;
   c. Appoint standing and special committee chairs and members of the Audit Committee;
   d. Assign a member of the board to assume the secretary’s duties in the event of the secretary’s absence or inability;
   e. Sign checks, promissory notes, and contracts as needed;
   f. Serve as an ex-officio, non-voting member of each committee except the Nominating Committee;
   g. Represent HANA as its spokesperson and official representative on any occasion that involves HANA’s interest, during public gatherings, and at media events;
   h. Make or authorize statements on HANA’s behalf on any matter on which HANA has adopted a position or policy;
   i. Cast votes on HANA’s behalf on occasions when HANA is entitled to vote;
   j. Perform such other duties and functions as may be necessary and appropriate to the office of president.

5.3 The Vice President’s role and responsibilities are to:
   a. Perform the duties of the president in the event of the president’s absence or inability;
   b. Oversee the planning of program content at the general membership meetings;
   c. Oversee the planning and development of a membership recruitment program, with the consent of the board;
   d. Sign checks, promissory notes, and contracts as needed;
   e. Make committee appointments in the absence or inability of the president;
   f. Perform such other duties and functions as may be necessary and appropriate to the office of Vice President.

5.4 The Secretary’s role and responsibilities are to:
   a. Make and maintain an accurate and permanent record of all general membership and board meeting minutes;
   b. In consultation with the treasurer, maintain a current list of names, mailing and email addresses for all HANA members, indicating whether consent to notice by email has been given;
   c. Oversee the planning and delivery of any required general membership notice or HANA publication;
   d. Sign checks, promissory notes, and contracts as needed;
   e. In the event of the treasurer’s absence or inability, collect and distribute HANA mail;
   f. Perform such other duties and functions as may be necessary and appropriate to the office of Secretary.

5.5 The Treasurer’s role and responsibilities are to:
   a. Serve as HANA’s fiscal officer and custodian of all funds and financial instruments;
   b. Maintain current and accurate financial records with complete entries as to each of HANA’s financial transactions, including income, restricted funds, and expenditures, in accordance with generally accepted accounting principles;
   c. Prepare, for approval by the board, an annual financial report that complies with state law;
   d. Collect, count, and receipt all dues, donations, and other income and deposit same into HANA’s bank account;
e. Reconcile all HANA’s bank statements and other statements of account monthly or as required by the board;
f. Sign checks, promissory notes, and contracts as needed;
g. Make disbursements as directed by the board and in accordance with any applicable restrictions;
h. Provide the secretary, prior to each vote of the general membership, with a current list of paid members as of the record date for the vote;
i. Prepare, for approval by the voting members, a general accounting, oral or written, of income, expenditures, and account balances at each quarterly general membership meeting;
j. Retrieve and process mail received in HANA’s post office box, as directed by the board;
k. Perform such other duties and functions as may be necessary and appropriate to the office of Treasurer.

5.6 The Neighborhood Representative’s role and responsibilities are to:
   a. Generate and maintain communication with individuals, businesses, and organizations within their assigned district;
   b. Attend board and general membership meetings and HANA-sponsored events;
   c. Give brief oral reports to the general membership at all scheduled quarterly meetings and to the board at board meetings;
   d. Perform such other duties and functions as may be necessary and appropriate to the position of Neighborhood Representative.

ARTICLE VI
Standing and Special Committees

6.1 The following are HANA’s Standing Committees: Nominating, Audit, Funding and Special Events, Information, Hospitality, and Executive.

6.2 The board may create ad hoc committees as necessary or advisable.

6.3 The Nominating Committee’s function is to recommend nominees for election to all positions on the board. The Nominating Committee will be appointed by the board and will consist of two (2) or more members who are not directors and one (1) member who is a director whose position is not subject to that year’s election. By October 1 each year, the Nominating Committee will prepare a ballot with nominees for all elected positions for that year, with a space for write-in and floor nominations for each office. Members of the Nominating Committee may not be candidates on the ballot although they may be nominated from the floor at election time. The chair of the Nominating Committee will present the ballot to HANA members at the fourth quarter general membership meeting.

6.4 The Audit Committee’s function is to verify HANA’s financial records for accuracy and clarity. The Audit Committee will consist of three (3) HANA members who are not directors and who are appointed by the president prior to the end of the fiscal year. The Audit Committee will report its findings at the second quarter general membership meeting of the next year.

6.5 The Funding and Special Events Committee’s function is to provide research, planning, recommendations, and coordination for fund raising and special events for HANA’s benefit, under the direction and approval of the board. The Funding and Special Events Committee will be appointed by the board and will consist of three (3) or more HANA members. The committee will report on its activities as directed by the board.

6.6 The Information Committee’s function is to manage, produce, and edit all publications, press releases, websites and other news or information media under the direction and approval of the board. The Information Committee will be appointed by the board and will consist of at least two (2) HANA members. The committee will report on its activities and products at any special or regularly scheduled board meeting as directed by the board.

6.7 The Hospitality Committee’s function is to obtain an inventory of food, beverages, tableware, and other items needed to provide refreshments at HANA events; to purchase, deliver, and serve the refreshments; to clean up after the event and store any reusable items. Expenses incurred by the Hospitality Committee will
be reimbursed within limits set by the board. The Hospitality Committee will be appointed by the board and will consist of three (3) HANA members. The committee will give an oral or written report on its present state of operations and activities at the board meeting preceding each quarterly general meeting or as directed otherwise by the board.

6.8 The Executive Committee’s function is to make decisions about day-to-day operations and urgent matters between full board meetings. Its members are the president, vice president, secretary, and treasurer. The committee will report on its activities to the full board or general membership, as appropriate.

6.9 The president will serve as chair of the Executive Committee and will appoint one member of each of the other committees to serve as committee chair. The chair of each committee will be responsible for calling the meetings of the committee, maintaining order at the committee meetings, and communicating the committee’s reports and recommendations to the board or general membership, as appropriate.

6.10 Standing committee members will serve a term of one (1) year, and may be appointed to successive terms without limit. Special committee members will serve for the duration of the committee. Vacancies in committee membership will be filled in the same manner as that used to fill the member’s position originally.

ARTICLE VII
Elections and Voting

7.1 The right to vote on matters submitted to the general membership is reserved to natural persons who qualify as voting members under section 3.3 above and whose dues are current as of the record date for the vote.

7.2 The record date for determining eligibility to vote on any matter submitted to the general membership will be 15 minutes before the meeting is called to order.

7.3 Each voting member will be entitled to one vote on each matter submitted to the general membership.

7.4 The right to vote cannot be delegated by proxy.

7.5 Directors will be elected according to the schedule described in Section 4.3 at the fourth quarterly meeting of the general membership. A prepared ballot containing the recommendations of the Nominating Committee will be distributed only to members whose eligibility to vote has been verified by the secretary. Voting will be anonymous. The president will designate two HANA members to collect and tally the votes.

7.6 The president will call for additional nominations for each position individually and floor nominations will be accepted. If no additional nominations are received for any given position, the sole candidate for that position may be approved by acclamation. If two or more candidates are running for a single position, the candidate receiving the largest number of votes will be seated.

ARTICLE VIII
Meetings and Quorums

8.1 General Membership meetings will be held at least quarterly and are open to the public. The time and location of general membership meetings will be designated by the board. The president, with the concurrence of the board, may close a general membership meeting - or any portion of it - to the public.

8.2 Board of Directors meetings will be held at least quarterly. The time and location of directors meetings will be designated by the president and may be conducted by electronic means or conference call. Attendance at board meetings is open to all HANA members, but the president may close any portion of the meeting to any person(s) at any time at his/her discretion.

8.3 Special meetings of the general membership may be called by the board.

8.4 Special meetings of the directors may be called by any member of the board.

8.5 Meetings of special and standing committees will be called by the committee’s respective chairs.

8.6 A quorum for a general membership meeting will consist of one (1) officer, one (1) director, and five (5) additional members of HANA.

8.7 A quorum for a board of directors meeting will consist of three (3) directors, at least one of whom is an officer.

8.8 A quorum for all standing committees will be a majority of that committee’s members.

8.9 A quorum for all other committees will be determined by each committee’s respective chair.

8.10 A simple majority vote will be sufficient to accept or reject any proposal at any meeting except for amendment(s) to these bylaws or the dissolution of HANA, which will require the affirmative vote of at least
two-thirds of those members present.

8.11 Notice of meetings will be given to all HANA members and may be oral or written, by phone, mail, email, or posted sign.

ARTICLE IX
Fiscal Year, Dues, and General Operations

9.1 HANA’s fiscal and membership year will be from January 1 through December 31 inclusive. Membership dues are payable each year by the first quarterly general membership meeting.

9.2 Annual membership dues will be determined by the board and any change must be approved by members at the fourth quarter general membership meeting to become effective the next fiscal year.

9.3 HANA will maintain a United States post office box for the receipt of written communications. Received mail will be retrieved and processed as directed by the board.

9.4 The President, Vice President, Secretary and Treasurer will have check-signing authority for HANA. Any single expenditure totaling over Two Hundred and Fifty Dollars ($250) must be approved by the board in advance. All checks issued for $250 or more must be signed by two authorized signers.

9.5 No dividend, nor any part of HANA’s income, will be distributed to HANA’s members, directors or officers.

9.6 All books and records of HANA may be examined by any HANA member upon written request to the president. The relevant books and records will be made available within thirty (30) business days. Copying charges will be the responsibility of the requester.

ARTICLE X
Bylaw Amendments and Revisions

10.1 Any proposed amendment to these bylaws will be submitted first to the board. After consideration, the board will notify the general membership of the proposed amendment and its recommendations at least seven (7) days before the vote. Notice to the members will include the proposed language and will be given in writing by email, regular mail, fax, or hand delivery.

10.2 The proposed amendment(s) will be voted on by HANA members at the next general membership meeting which is at least thirty (30) days after the amendment was submitted to the board.

10.3 Voting on any amendment or revision will be by secret ballot. Ballots will be provided to each HANA member in attendance at the meeting for this purpose. The president will designate two (2) voting members to tally the votes and announce the results. Approval of any amendment to these bylaws will require the affirmative vote of two-thirds of the members present.

10.4 Adopted amendments will take effect immediately on approval.

ARTICLE X1
Dissolution

11.1 In the event the board considers dissolution of HANA, a two-thirds majority vote by a quorum of the directors is required to initiate dissolution proceedings.

11.2 If the majority vote favors dissolution, the board must call a special meeting of the general membership to discuss and vote on dissolution. A two-thirds majority vote of members present is required to approve dissolution.

11.3 If dissolution is approved, the board will take nominations from the floor for non-profit organizations as candidates to receive any remaining funds and/or assets of HANA after payment of all debts. A majority vote of members present will determine those recipient(s).

11.4 The board will comply with State of Texas rules or regulations required for dissolution of non-profit corporations.
Both Contacts live within the boundary of the neighborhood association.
2020 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
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.

1. **Site Control**: Identify where in the submitted site control documentation the site acreage can be found.

2. **Tab 22 Site Plan**: Please confirm the number of accessible van spaces to be provided. It appears as though there are 2 covered accessible spots, one of which is van accessible. Please confirm. Please confirm where the local parking requirement can be found in the Application.

3. **Financing**: Identify where the $500 from the City of Arlington can be located on either the
<table>
<thead>
<tr>
<th>Summary of Sources and Uses or the Development Cost Schedule.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>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.</strong></td>
</tr>
</tbody>
</table>

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 May 1, 2020.**
Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 1, 2020.**
**Please respond to this email as confirmation of receipt.**
Please submit all questions and concerns via email.

Thanks and have a good weekend.

**Shannon Roth**  
Multifamily Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street | Austin, TX 78701  
Office: 512.475.3929  
Fax: 512.475.1895

**About TDHCA**  
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us) or the Learn about Fair Housing in Texas page.

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
#20147 Kestrel on Cooper

Full Application Deficiency Response 04-27-2020

1. The reference to the acreage can be found in paragraph 6 of the second amendment on page 177 of the application PDF file. This section stipulates that the acreage is shown in Exhibit B and subject to the final survey legal description. The final survey surveyed the site at 4.75 acres.

   6. Reduction of Purchase Property. From and after the Effective Date, the term “Property” shall mean that Property comprising approximately 5.715 acres, as depicted in Exhibit “B” attached hereto (subject, however, to the legal description of such Property as described in the final Survey of the Property).

2. There are 2 accessible van spaces. The current parking requirements are shown on the site plan in the application. A parking variance will be requested from the City. See below information shown in the site plan.

3. The $500 in local funding was applied as a reduction to permitting fees and is stated in the notes portion of the Development Cost Schedule submitted in the application. See below.

| Fee reduction has been applied to permit | 201,136 | 260,136 | 201,136 | 260,136 |
| Building permits & related costs | 201,136 | 260,136 | 201,136 | 260,136 |

[Site Plan Image]
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.

1. **Site Control:** Identify where in the submitted site control documentation the site acreage can be found.

2. **Tab 22 Site Plan:** Please confirm the number of accessible van spaces to be provided. It appears as though there are 2 covered accessible spots, one of which is van accessible. Please confirm. Please confirm where the local parking requirement can be found in the Application.

3. **Financing:** Identify where the $500 from the City of Arlington can be located on either the Summary of Sources and Uses or the Development Cost Schedule.

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 5 pm Austin local time on the seventh business day may be terminated.

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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,
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 May 1, 2020. Please respond to this email as confirmation of receipt.**

Please submit all questions and concerns via email.

Thanks and have a good weekend.

**Shannon Roth**
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3929
Fax: 512.475.1895

**About TDHCA**

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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 §10.2(b)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Megan Lasch
Phone #: (830) 330-0762
Email: megan@o-sda.com
Second Email: ajcarpen@gmail.com

RE: 2020 Competitive Housing Tax Credit (HTC) Application for Kestrel on Cooper, TDHCA Number: 20147

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 20147, Kestrel on Cooper

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 132
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 131
Difference between Requested and Awarded: 1

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 7

Section 3:
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 171

Section 5:
Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:

§11.9(e)(2) Cost of Development per Square Foot. The Application requested twelve (12) points but is only eligible for eleven (11) points under this item because the Application does not qualify as a high cost development and the cost per square foot exceeds the minimum threshold amount for 12 points. (Requested 12, Awarded 11)

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Tuesday, June 23, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Kestrel on Cooper, TDHCA Number: 20147

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

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Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
### Page 2 of Final Scoring Notice: 20147, Kestrel on Cooper

**Section 1:**

| Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): | 132  |
| Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): | 131  |
| Difference between Requested and Awarded: | 1  |

**Section 2:**

| Points Awarded for §11.9(c)(8) Readiness to Proceed: | 0  |
| Points Awarded for §11.9(d)(1) Local Government Support: | 17 |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation: | 4  |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8  |
| Points Awarded for §11.9(d)(6) Input from Community Organizations: | 4  |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: | 0  |

**Section 3:**

| Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: | 0  |

**Section 4:**

| Final Score Awarded to Application by Department staff (Including all points): | 164 |

**Section 5:**

**Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:**

- §11.9(d)(7) Concerted Revitalization Plan. The Application requested seven (7) points but is not eligible for points under this item because evidence that the goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable was not provided. (Requested 7, Awarded 0)

- §11.9(e)(2) Cost of Development per Square Foot. The Application requested twelve (12) points but is only eligible for eleven (11) points under this item because the Application does not qualify as a high cost development and the cost per square foot exceeds the minimum threshold amount for 12 points. (Requested 12, Awarded 11)

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Wednesday, June 10, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.
In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
RE: NOTICE OF SCORING ADJUSTMENT: 20147 KESTREL ON COOPER, ARLINGTON

Dear Ms. Lasch:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of the Application named above. As you are aware, the Department received two letters from State Representative Tinderholt regarding this Application, the first one in opposition and the second indicating that the Representative would provide no comment. 10 TAC §11.9(d)(5) of the QAP states that “[o]nce a letter is submitted to the Department it may not be changed or withdrawn.”

Per your request, staff will present an action item at the April 23 meeting of our Governing Board regarding your request for a waiver of the rule. This notice is to advise you that, since the letter received first is by rule the letter of record, the next posted log will indicate -8 points under §11.9(d)(5)(A). The score will be revised after the board meeting as applicable.

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

Sincerely,

Sharon D. Gamble
Competitive HTC Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
June 9, 2020

Cynthia Bast
Locke Lord
600 Congress, Ste. 2200
Austin, Texas 78701

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 20147 Kestrel on Cooper

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs (the "Department") is in receipt of your Third Party Request for Administrative Deficiency (RFAD) requesting that the Department review the Application above to determine whether the Application provided appropriate documentation to qualify for points under Concerted Revitalization Plan. Staff has completed its review of the Application, including the issuance of deficiencies regarding these issues. The Applicant has been sent a scoring notice and will have the opportunity to appeal staff's determination.

Pursuant to 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 25, 2020, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff's review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

Marni Holloway
Multifamily Division Director

Digitally signed by
Marni Holloway
Date: 2020.06.09 07:58:24 -05'00'

CC: Megan Lasch
Alyssa Carpenter
June 9, 2020

Casey Bump
Bonner Carrington
901 Mopac Expressway, Bldg. V, Ste. 100
Austin, Texas 78746

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 20147 Kestrel on Cooper

Dear Mr. Bump:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (RFAD) requesting that the Department review the Application above to determine whether the Application provided appropriate documentation to qualify for points under Concerted Revitalization Plan. Staff has completed its review of the Application, including the issuance of deficiencies regarding these issues. The Applicant has been sent a scoring notice and will have the opportunity to appeal staff’s determination.

I find that the issues raised in your request have been sufficiently addressed through the Department’s deficiency process. Pursuant to 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 25, 2020, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,
Marni Holloway
Multifamily Division Director

Digitally signed by
Marni Holloway
Date: 2020.06.29
08:35:00 -05'00'

Cc: Lisa Stephens
    Alyssa Carpenter
May 1, 2020

Via Electronic Mail
Texas Department of Housing and Community Affairs
Attn.: Ms. Marni Holloway, Dir of Multifamily Finance
Attn.: Ms. Sharon Gamble, 9% HTC Program Administrator
221 East 11th Street
Austin, Texas 78701

Re: Krestel on Cooper, #20147

Dear Ms. Holloway and Gamble:

We represent the applicant for Western Star Estates, #20006. In accordance with Section 11.10 of the 2020 QAP\(^1\), our client is bringing material information about Krestel on Cooper to staff’s attention. Our client is requesting that staff consider whether the matters described in this letter and supporting documentation should be the subject of one or more Administrative Deficiencies. A copy of this request has been delivered concurrently to a representative for Krestel on Cooper.

**Statement of the Rule**

The question is whether the documentation for a concerted revitalization plan presented in the Application meets the requirements of Section 11.9(d)(7)(A) of the QAP. Our client has found contradictory statements that may indicate the plan does not qualify. In order to receive points, the concerted revitalization plan must meet several criteria:

- It cannot be a city- or county-wide plan. [11.9(d)(7)(A)(ii)]
- The plan must include various criteria, including a “history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.” [11.9(d)(7)(A)(iii)(III)]

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\(^1\) Capitalized terms used but not defined in this letter shall have the meanings given them in the 2020 QAP.
Grounds for Request of Administrative Review

The City of Arlington adopted a Comprehensive Plan in 1992 (the “Original City Plan”). A component for the East Sector was adopted in 1997 and a component for the Central Sector was adopted in 1999 (collectively, the “Sector Plans”). In 2013, the City Council adopted the Heart of Arlington Neighborhood Action Plan (the “HANA Plan”) as a component of the Sector Plans. The HANA Plan includes the location of the Development Site. The staff report, issued at the time of adoption of the HANA Plan, says that it is a component of the Sector Plans. See the ordinance adopting the HANA Plan at Exhibit A. The staff report also indicates that adoption the HANA Plan shall have no financial impact. See Exhibit B. This, combined with the fact that the HANA Plan never refers to the word “budget” and provides no economic definition for how some of the proposed improvements will be funded, calls into question whether the HANA Plan contains “documented and committed funding to accomplish its purposes on its established timetable.” The HANA Plan even asks “What are the possible funding sources for projects recommended in the plan?” See pages 12, 13, and 61 of the HANA Plan at Exhibit C.

In 2015, the City of Arlington adopted the “99 Square Miles” Comprehensive Plan (the “New City Plan”). In Section 4 of the ordinance adopting the New City Plan, it states “99 Square Miles - the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance No. 92-133, and sector plans, as amended.” If the HANA Plan is a component of the Sector Plans, and the Sector Plans are superseded, does the HANA Plan even still exist? Section 6 of the ordinance adopting the New City Plan implies it does not by suggesting that components of the New City Plan remain to be adopted:

\[
\text{Future amendment to 99 Square Miles – the Comprehensive Plan and all plans, studies, and ordinances that serve as components of 99 Square Miles – the Comprehensive Plan shall be adopted as required by law after a hearing at which the public is given the opportunity to give testimony and present written evidence, and review by the Planning and Zoning Commission.}
\]

See Exhibit D.

In a discussion on neighborhood planning the New City Plan says that the City will “work with neighborhoods to update adopted action plans so they align with changing neighborhood needs.” See page 31 of the New City Plan at Exhibit E. These new action plans are part of the Neighborhood Program, which is identified in the New City Plan as a Catalyst Project. Catalyst Projects “are well-defined short-term objectives that represent the Comprehensive Plan’s five year priorities, and are anticipated to have a substantial ongoing impact in Arlington by enhancing the city’s image and strengthening its identity.” See pages 28-30 of the New City Plan at Exhibit E. Note that five years from the date of adoption of the New City Plan is March 17, 2020. This further calls into question whether there is a concerted revitalization plan that is expected to continue for at least three years, as required by the QAP.
In summary, it is not clear whether the HANA Plan remains in existence to be relied upon by the Applicant. If it does not remain in existence, and the New City Plan is all that remains, it would violate the prohibition against city-wide plans.

Finally, the New City Plan raises some of the same questions as the HANA Plan with regard to funding. The New City Plan never refers to the word “budget”. Throughout the plan, the City admits that funding sources will need to be identified. See pages 38, 61, 70, 74, and 106 of the New City Plan at Exhibit E. Further, when the ordinance for the New City Plan was adopted, the staff report indicated it would have no financial impact. See Exhibit F.

These inconsistencies and lack of clarity merit further consideration by staff to determine whether the concerted revitalization plans presented by the Applicant meet all of the requirements of the QAP.

Thank you for your consideration in this matter. If you require any further information or clarification, please feel free to contact us.

Sincerely,

Cynthia L. Bast

Enclosures

cc: Kestrel on Cooper Applicant
    Megan Lasch
    5501-A Balcones Dr., #302
    Austin, TX  78731
    megan@o-sda.com

    Western Star Estates Applicant
    Brian Kimes
    206 Peach Way
    Columbia, MO  65203
    bkimes@jesholdings.com

Exhibit A -- Ordinance Adopting HANA Plan
Exhibit B -- Staff Report for Ordinance Adopting HANA Plan
Exhibit C -- Excerpts from HANA Plan
Exhibit D -- Ordinance Adopting New City Plan
Exhibit E -- Excerpts from New City Plan
Exhibit F -- Staff Report for Ordinance Adopting New City Plan
Exhibit A

Ordinance Adopting HANA Plan
An ordinance adopting the Heart of Arlington Neighborhood Action Plan, a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 22, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, the East Sector component of the Comprehensive Plan was adopted by Ordinance No. 97-65 on May 6, 1997, which outlined issues and strategies to create a community built on partnerships, in which interaction between all stakeholders creates a strong sense of cultural and community pride that produces activism resulting in safe, beautiful, vibrant, clean and strong neighborhoods and business areas; and

WHEREAS, the Central Sector component of the Comprehensive Plan was adopted by Ordinance No. 99-148 on November 30, 1999, which outlined issues and strategies to create a community at the heart of Arlington, enhance neighborhoods and build on its many assets including its people, the University of Texas at Arlington, other institutions, and Downtown; and

WHEREAS, in an effort to address both opportunities for change and promote stability in neighborhoods, the Community Development and Planning Department created a process for neighborhood planning designed to emphasize direct resident involvement and high levels of citizen participation; and

WHEREAS, in January 2010, City staff began working with the residents of the Heart of Arlington Neighborhood Association on preparing a plan for their neighborhood, generally bounded by UTA Boulevard/Border Street on the north, Collins Street on the east, Pioneer Parkway on the south, and Cooper Street on the west; and

WHEREAS, on April 3, 2013, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Planning and Zoning Commission forwarded to the City Council a recommendation to approve the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan; and
WHEREAS, on May 7, 2013, a public hearing was held before the City Council at which the public was given the opportunity to give testimony and present written evidence; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1. 

That the City Council approves the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans and the Comprehensive Plan of the City of Arlington, Texas.

2. 

Further, the City Council recommends the development of alliances necessary to accomplish the strategies identified in the Heart of Arlington Neighborhood Action Plan.

3. 

Further, the Heart of Arlington Neighborhood Action Plan is intended to be used as a guide for evaluating development proposals within the boundaries of the neighborhood and for reviewing development proposals in areas adjacent to the neighborhood.

4. 

A copy of the Heart of Arlington Neighborhood Action Plan is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND GIVEN FIRST READING on the 7th day of May, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 21st day of May, 2013, by a vote of ___ ayes and ___ nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:

JAY DOEGEY, City Attorney

(2)
Exhibit B

Staff Report for Ordinance Adopting HANA Plan
RECOMMENDATION
Approve an ordinance adopting the Heart of Arlington Neighborhood Action, a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan.

PRIOR BOARD OR COUNCIL ACTION
On April 3, 2013, the Planning and Zoning Commission unanimously recommended approval of the Heart of Arlington Neighborhood Action Plan by a vote of 8-0-0.

On May 7, 2013, City Council approved first reading by a vote of 8-0-0.

ANALYSIS
Neighborhood plans are tools that can address opportunities for change and promote stability in neighborhoods. They are the official City policy regarding the future of a neighborhood and contain recommendations developed by the neighborhood residents. Once approved and adopted by the Planning and Zoning Commission and City Council, the plan becomes an amendment to Arlington’s Comprehensive Plan.

A task force of residents from the Heart of Arlington neighborhoods, representing the Heart of Arlington Neighborhood Association (HANA) and all residents, businesses, tenants, and other entities, began working in January 2010 to develop a neighborhood action plan to guide the evolution of the area in the coming years. The City provided professional assistance in order to help HANA residents achieve these broad purposes:

- Preserve and improve HANA neighborhoods and the overall quality of life.
- Establish guidelines and/or policies for protecting the integrity and character of the neighborhoods.
- Plan for the future sustainability of the neighborhoods.
- Build relationships among residents and between the neighborhoods and outside businesses and agencies.
- Identify which types of development are appropriate for the HANA area and where future development should occur.

The planning area covers 1.75 square miles in central Arlington immediately south of downtown. The area is bounded by South Cooper Street (west), Border Street/UTA Boulevard (north), South Collins Street (east), and East Pioneer Parkway (south). Center Street and Mesquite Street are the major north-south streets. Park Row Drive is the primary east-west street. Johnson Creek flows through the neighborhoods from southwest to northeast. The creek and the adjoining land, much of which is owned by the City and designated as a linear park, are major natural assets in the neighborhood.

This task force met, on average, monthly throughout the planning process. These meetings do not include time the task force spent canvassing the neighborhood to discuss ideas and issues with residents, coordinating efforts to distribute and collect information, discussing special topics online or in person, or conducting periodic neighborhood meetings. The task force also spent time identifying and studying issues related to the HANA neighborhoods; drafting goals and actions; and studying topics such as sustainability, traffic calming, park improvements, and redevelopment opportunities.

The task force wrote, edited, and reviewed the document as it was drafted during the process. The plan is meant to reflect the immediate and future goals of HANA, and these activities not only helped ensure that the plan achieved that end, but also created ownership
of the plan by the residents, which is an important factor in achieving successful implementation of the recommendations.

The study and research performed by the task force identified the following principal themes for their neighborhood action plan.

<table>
<thead>
<tr>
<th>Principal Planning Themes for HANA</th>
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<tbody>
<tr>
<td>Community partnerships</td>
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<tr>
<td>Sustainability</td>
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<tr>
<td>Land use and redevelopment</td>
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<tr>
<td>Parks and green spaces</td>
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<tr>
<td>Housing and apartments</td>
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<td>Public safety</td>
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<td>Mobility</td>
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</tbody>
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Within each section of the document, these themes are explored in detail. Each section describes a particular goal, a listing of strategies and policies designed to achieve that goal, and detailed discussion and background information to support the recommended actions.

**FINANCIAL IMPACT**
None

**ADDITIONAL INFORMATION**
Attached: Ordinance
HANA Neighborhood Action Plan

Under separate cover: None

Available in City Manager’s Office: None

**STAFF CONTACT(S)**
James F. Parajon, AICP
Director
Community Development & Planning
817-459-6527
Jim.Parajon@arlingtontx.gov

Clayton Husband, AICP
Planning Project Manager II
Community Development & Planning
817-459-6668
Clayton.Husband@arlingtontx.gov
How This Plan Is To Be Used

The Heart of Arlington Neighborhood Action Plan is intended for use by the City Council, the Planning and Zoning Commission and other appointed boards, the City government administration and staff, residents, businesses and developers, and others with an interest in the future of central Arlington.

It is the declared policy of HANA and the City of Arlington that this plan is to be used to:

- Establish the vision and policies that relate to HANA’s physical, social, and economic growth and development.
- Guide evaluation and decision-making with respect to land use patterns, zoning changes, capital improvements, and other developments.
- Identify the neighborhoods’ short- to long-term plans and develop the methods, strategies, and partnerships required to accomplish the strategic goals.
- Provide input on matters of public policy as they relate to HANA.

As a policy and planning document addressing the physical development of HANA, the plan is of particular interest to elected officials, who must adopt it and take part in its implementation, and to appointed officials, who will use it as a guide to discretionary decisions and permit approvals. In addition, it is important to City departments, who will use it to review development proposals, to apply for grant funding, or to provide other services to the HANA area.

HANA’s Neighborhood Action Plan is also an important source of information and guidance to private sector entities involved in property development and redevelopment. Many statements describe desired development outcomes, and consistency with these policies will be a factor in the review of discretionary development applications such as rezoning requests and site plans. The plan will help the private sector anticipate future public investment priorities and will bring more predictability to the zoning and development review and approval process for developers, property owners, and concerned citizens alike.

Finally, the plan is a resource for those who seek general information on how HANA may change over the years, as well as those who want or need to understand ways to respond to particular issues and problems.

Relationship to Existing Adopted Plans

HANA neighborhoods are located in the East Sector and Central Sector Plan areas. While these sector plans have not been updated since their completion in 1997 and 1999 respectively, they represent the current planning policy and directions in Arlington.

The HANA Neighborhood Action Plan is a further refinement of the East and Central Sector Plans, and represents the future desired by HANA residents for growth and development within our neighborhoods. The direction in the Neighborhood Action Plan is considered the current policy for the planning area. Where recommendations from existing adopted plans conflict with the policies of this Neighborhood Action Plan, this plan shall govern.
Amendments to the Plan
The HANA Neighborhood Action Plan is intended to be a dynamic document that responds to changing conditions within the neighborhoods. As circumstances change and new issues arise, the Neighborhood Action Plan must be revised or updated as needed. Proposed amendments should be made after thoughtful and careful analysis and input from residents.

Implementation
Adoption of the plan by the City demonstrates its overall commitment to implementing the HANA Neighborhood Action Plan. However, each action item requires separate and specific execution through the individual or joint efforts of HANA residents, the City of Arlington, and other agencies and organizations. As the action items and strategies in this plan are considered for implementation, these questions should be considered:

» How will the proposed action be realized and what will it cost?
» Who is responsible for implementing the action?
» What are the possible funding sources for projects recommended in the plan?

“Destiny is not a matter of chance, but a matter of choice. It is not a thing to be waited for, it is a thing to be achieved.”

- William Jennings Bryan
Exhibit D

Ordinance Adopting New City Plan
An ordinance adopting 99 square miles - the Comprehensive Plan for the City of Arlington which shall act as the Master or General plan for the City and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; adopting supporting studies and plans; directing future studies and plans to conform to such plan; directing the preparation of an updated implementation plan; setting forth requirements for review and amendment to the plan; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

WHEREAS, Texas Local Government Code Section 215.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and.

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 15, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and.

WHEREAS, six Sector Plans – East, Southeast, North, Central, Southwest, and West were adopted between 1997 and 2001 focusing on the diversity of the issues affecting different parts of the city; and.

WHEREAS, in 2002, a Visioning Process was completed, led by 11 stakeholder groups and a 33-member Futures Committee, and was designed to get more citizens involved, raise awareness of community issues, obtain public input from multiple avenues, foster partnerships and coalitions, promote public discussion about the City of Arlington’s future, and develop the initial goals which served as the foundation on which update of the 1992 Comprehensive Plan was built; and.

WHEREAS, the City Council directed that an updated Comprehensive Plan be prepared for the City of Arlington and its extraterritorial jurisdiction to address growth and redevelopment, housing, economic development, land uses, transportation, and the environment; and.

WHEREAS, in 2013, a 26-member Comprehensive Plan Advisory Committee made up of a diverse group of Arlington stakeholders was established to work with the city on the Comprehensive Plan update and provide community-based participation and feedback; identify vital issues; act as a sounding board;
and review body; help build consensus; share information at public outreach events; and, strive to balance the specific interest they may represent with a broad understanding of all residents' needs within the City; and

WHEREAS, an updated comprehensive plan draft titled 99 Square Miles – the Comprehensive Plan was prepared for public review and comment; and

WHEREAS, on February 18, 2015, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission voted to recommend approval of 99 Square Miles - the Comprehensive Plan to the City Council; and

WHEREAS, on March 3, 2015, a public hearing was held before the City Council, at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Arlington to approve and adopt 99 Square Miles – the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety, and welfare; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That the City Council hereby approves and adopts 99 Square Miles – the Comprehensive Plan for the City of Arlington, Texas.

2.

99 Square Miles - the Comprehensive Plan is intended to serve as a policy guide for the City Council, City Boards and Commissions, City Staff and the public for evaluating and reviewing the physical development of the City and such regulations and as may be utilized to implement the goals and policies of 99 Square Miles – the Comprehensive Plan within the City of Arlington, Texas.

3.

Existing and future plans, studies, ordinances and initiatives will serve as implementation tools and/or components of 99 Square Miles – the Comprehensive Plan and provide detailed policies and strategies related, but not limited to, neighborhoods, transportation, economic development, community service, human services, public safety, housing, parks and open spaces, zoning, city and building codes, and capital improvement plans.
4.  

**99 Square Miles** - the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance No. 92-133, and sector plans, as amended.

5.  

As set forth in more detail in **99 Square Miles** - the Comprehensive Plan, the goals, strategies, actions, projects, and initiatives shall guide the implementation of **99 Square Miles** - the Comprehensive Plan and shall be monitored, evaluated, and periodically amended. City Council recommends the development of alliances necessary to accomplish the strategies identified in **99 Square Miles** - the Comprehensive Plan.

6.  

Future amendments to **99 Square Miles** - the Comprehensive Plan and all plans, studies, and ordinances that serve as components of **99 Square Miles** - the Comprehensive Plan shall be adopted as required by law after a hearing at which the public is given the opportunity to give testimony and present written evidence, and review by the Planning and Zoning Commission. **99 Square Miles** - the Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

7.  

A copy of **99 Square Miles** - the Comprehensive Plan is available for viewing in the City Secretary's Office and incorporated herein for all intents and purposes.

8.  

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except to the extent that the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

9.  

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

10.  

All of the regulations provided in this ordinance are hereby declared to be governmental and for the public welfare and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this
ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

11.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

12.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

13.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the 3rd day of March 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of March 2015, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: Mark Forsmire
Catalyst Projects

Catalyst Projects are well-defined short-term objectives that represent the Comprehensive Plan’s five-year priorities, and are anticipated to have a substantial ongoing impact in Arlington by enhancing the city’s image and strengthening its identity. They are intended to build on the city’s positive aspects by creating a more accessible, functional, attractive, and enjoyable community.

Identified Catalyst Projects include:

- Corridor Beautification
- Neighborhood Program
- Greenway Network
It is expected that these identified catalyst projects will be implemented and/or provide opportunities on which to expand. As the Comprehensive Plan is evaluated, these projects will be re-examined and updated.
Neighborhood Program

**Purpose**

Create a vibrant neighborhood program in Arlington that connects people and resources, creates opportunities for collaboration, and provides support for neighborhood organizations and the broader community.

**Importance**

Neighborhoods are the building blocks of a community. People who love where they live make a neighborhood great, by contributing to the beauty, activity, and community around them. Great neighborhoods contribute to a higher quality of life and greater investment in our economy. They create and define value in a city. Neighborhoods that are visually appealing, secure, attractive, and engaged contribute to the success of Arlington and make it a city where people want to live, learn, work, and play.

Although it can be difficult to bring so many residents with different interests and backgrounds together to pursue common goals, a strong neighborhood program will foster a sense of community and allow citizens to address specific concerns. Focusing resources on a grass-roots style neighborhood program also gives voice to groups of residents that are often overlooked, such as renters and citizens whose first language is not English.

Building new relationships between citizens, city government and community stakeholders is not easy, but improving communication within these groups will support community engagement and make all neighborhoods better places to live.
Strategic Steps to Accomplishment

- Implement a neighborhood outreach and marketing plan.

- Revamp the city’s neighborhood matching grant program, and leverage CDBG, HOME, and other federal grant funding, to promote neighborhood investment and improvements.

- Establish a group made up of neighborhood leaders citywide that advocates for and promotes the interests of neighborhoods in Arlington.

- Work with neighborhoods to update adopted action plans so they align with changing neighborhood needs.

- Partner with new neighborhood groups to develop neighborhood strategic plans.
Business Incubator

**Purpose**
Create commercialization opportunities for technology and scientific innovations with the University of Texas at Arlington.

**Importance**
Successful commercialization of research at the University strengthens the city’s economic position and can add to our job base. It also serves as a catalyst for innovation that can raise the city and University’s profiles as places for entrepreneurship.

While the city will need to fully flush out the funding and other resources for this endeavor, an investment in young entrepreneurs will attract renowned faculty and research partnerships, accelerates business development activity, and presents an opportunity for high-wage job creation.

**Strategic Steps to Accomplishment**
- Complete a needs assessment and market study
- Formalize an agreement with the University
- Establish an appropriately-sized incubator space near the University
- Have an organization that is autonomous from the city and the University
- Develop an investor network for entrepreneurs
2 Create places where people want to be.

2.1. Create a city center plaza area that incorporates city hall, the library, and private development, and that serves as an anchor and a catalyst for downtown redevelopment.

2.2. Encourage the creation of public spaces that reflect the community’s local character and personality.

2.3. Develop a system of parks, open spaces, and trails to encourage interaction within and among neighborhoods.

2.4. Provide community facilities that are placed equitably throughout the community and that meet the needs of all segments of the population including youth and seniors.

2.5. Foster the advancement of performing, visual and cultural arts.

2.6. Encourage public/private partnerships to maximize opportunities for arts and cultural activities.

3 Maintain and enhance neighborhood quality of life and appearance.

3.1. Create a “do-it-yourself” program to support neighborhood residents with home improvements through education, training, and partnerships.

3.2. Encourage participation in the city’s assistance programs aimed at improving residential properties (i.e., Arlington Home Improvement Incentive Program, Housing Rehabilitation Program).

3.3. Establish a funding mechanism to address fencing and visual appearance along major corridors.

3.4. Continue to expand community policing efforts.
A sixth grade-separated crossing was planned at Stadium Drive; however, requests from Union Pacific to increase the width of the rail line at this location made the project financially unfeasible at the time. There are currently no plans to alter the at-grade crossings of Cooper Street, Collins Street, and Davis Drive despite significant north-south traffic on these roads; however, options for grade-separated crossing through Downtown and/or the Entertainment District would relieve some traffic congestion during major special or community events, and **should continue to be considered when funding is available.**
by providing transportation options, while reducing congestion on city streets and improving air quality.

In January 2011, the city implemented the Ride2Work transportation service for eligible low-income individuals for employment-related activities. As Ride2Work is a federally funded four-year program, alternate funding will need to be identified if the program is to continue beyond 2015. The city also provides paratransit service for senior citizens and persons with disabilities through Handitran, which offers door-to-door, shared ride, demand response service. This program is funded through a mix of federal and local funds, and an alternative funding source will need to be identified for a similar paratransit program if current funding sources are jeopardized.

In August 2013, the city launched the Metro ArlingtonXpress (MAX) pilot bus program in partnership with Dallas Area Rapid Transit (DART) and the Fort Worth Transportation Authority (The T). This two-year program provides direct bus service between Downtown Arlington and CentrePort Station, a stop along the Trinity Railway Express (TRE) commuter rail line which transports riders between Fort Worth and Dallas. The pilot program is being funded through a partnership
Strategies and Actions

1. Preserve natural areas and public open spaces.

   1.1. Implement the Lake Arlington Master Plan.

      1.1.1. Continue to pursue funding from a variety of sources in order to expeditiously implement projects, processes, programs that protect and enhance the quality of Lake Arlington.

      1.1.2. Continue to pursue the development of a Watershed Protection Plan for Lake Arlington.

      1.1.3. Continue to partner with internal and external entities, such as the City of Fort Worth, the Trinity River Authority, Tarrant Regional Water District, and Exelon Power to address water quality, future development, and water supply.

   1.2. Implement the Parks, Recreation and Open Space Master Plan.

      1.2.1 Develop and implement a citywide natural resources management plan.

      1.2.2. Continue to discourage the use of pesticides by promoting the city’s integrated pest management program.

      1.2.3. Acquire, protect and preserve lands with significant natural and cultural resources through the land acquisition process.

   1.3. Continue to include stormwater management best practices (e.g., detention and retention ponds, bioswales) for new or existing developments.

   1.4. Complete a network system of hike and bike facilities that connects natural areas and public open spaces.
Exhibit F

Staff Report for Ordinance Adopting New City Plan
RECOMMENDATION
Following the public hearing, approve first reading of an ordinance adopting 99 Square Miles – the Comprehensive Plan for the City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

On May 6, 1997, City Council approved Ordinance No. 97-65 adopting the East Sector Plan.

On February 17, 1998, City Council approved Ordinance No. 98-27 adopting the Southeast Sector Plan.

On March 9, 1999, City Council approved Ordinance No. 99-38 adopting the North Sector Plan.


On February 20, 2001, City Council approved Ordinance No. 01-011 adopting the Southwest Sector Plan.

On October 23, 2001, City Council approved Ordinance No. 01-115 adopting the West Sector Plan.

On February 18, 2015, the Planning and Zoning Commission approved 99 Square Miles – the Comprehensive Plan for the City of Arlington, by a vote of 9-0-0.

ANALYSIS
Since 1952, the City of Arlington has used comprehensive plans to establish policies that respond to the needs and aspirations of residents and influence social, economic, and physical development. The last Comprehensive Plan (1992) focused on citywide issues generated by significant citizen participation. The 1992 Plan was followed by a series of sector plans completed between 1997 and 2001, which focused on the diversity of the issues affecting different parts of the city. These sector plans contained specific implementation strategies to address the special needs in each sector.

99 Square Miles - updated comprehensive plan is intended to establish Arlington’s vision and aspirations over the next 20 years. Once adopted, it will replace the sector plans as it outlines policies for growth on a citywide basis. The comprehensive plan seeks to:

- Build on the ideas and guidance from the many participants in the planning process.
- Consolidate and coordinate in one comprehensive document the policies that relate to the city’s physical and economic growth and development.
- Guide decision-making and evaluation of the zoning map, code amendments, and discretionary development approvals.
- Identify short and long-term strategic actions for the City to undertake.
• Provide the basis for orderly, consistent, and predictable land use decision making.

99 Square Miles will serve as the single document that outlines the general direction for the City and aligns all its other plans. Plans developed related to transportation planning, community services, public safety, neighborhood planning, housing, economic development, and the environment serve as implementation tools of the adopted comprehensive plan. In addition, as Arlington must be cognizant of other local and state plans that affect its role as a competitive city in the North Texas region, such plans need to be taken into consideration.

**Update Process**
The initial update of the 1992 Comprehensive Plan and sector plans was built upon an extensive visioning process. Led by 10 stakeholder groups ranging from Arts and Culture to Youth and Recreation, as well as a 33-member Futures Committee, the visioning process was designed to get more people involved and to raise awareness of community issues. The Futures Committee helped develop the initial goals and guide the visioning process. Multiple avenues were taken for general input, including surveys, public meetings, workshops, and social media.

In 2013, City Council established a Comprehensive Plan Advisory Committee to work with the city in completing the Update. The Advisory Committee provided community-based participation and feedback and identified vital issues for inclusion in the Plan. The Advisory Committee met for approximately one year and discussed and reviewed plan elements related to neighborhoods, transportation, economic development, environment, and land use. Public input was garnered via the City’s various social media including the website and discussion page. Two open house meetings were also held to get feedback on the draft document, which is available for public review on the website.

**Comprehensive Plan Elements**
The over 150 strategies and action items contained in 99 Square Miles move the community in the direction of completing five primary goals - Value our Neighborhoods, Get Around, Grow our Businesses, Protect our Resources, and Develop our Land. These five goals focus on:

• Neighborhoods that are the foundation of a vibrant city, including housing, parks and recreation, historic preservation, and community services, which are essential to building strong neighborhoods.
• A well-connected transportation network that allows residents and visitors to efficiently travel to and through Arlington.
• A strong and growing economy that is vital to strong neighborhoods and makes the City competitive regionally and nationally.
• A healthy environment focused on protection of natural resources and conservation of resources.
• A mix of land uses integrated throughout the city that are not only visually appealing but create lasting value.

Although the Comprehensive Plan is focused on the long term future of the city, seven catalyst projects have been identified that are intended to be the plan's five-year priorities. These projects are anticipated to have a substantial ongoing influence in Arlington by enhancing the city’s image and strengthening its identity. The seven catalyst projects are:
• Neighborhood Program: Create a neighborhood program that connects people and resources, creates opportunities, and provides support for neighborhood organizations and the broader community.
• Corridor Beautification: Improve the aesthetics of Arlington’s major corridors through strategically placed landscape treatment that is drought tolerant and low maintenance.
• Greenway Network: Provide a network of trails and open space throughout the city, creating a space for residents and visitors to enjoy the outdoors.
• City Center/101 Center: Develop Arlington’s Downtown into a vibrant destination that provides residents, visitors, and students with entertainment, employment, culture, and local goods and services.
• Business Incubator: Create commercialization opportunities for technology and scientific innovations with the University of Texas at Arlington.
• Destination Hotel and Convention Space: Build a full-service, destination hotel and expand the city’s available conference space in the Entertainment District.
• Corporate Office Mixed Use: Develop the former Texas Department of Transportation site to a corporate office focused mixed use development.

It should be understood that the future described in 99 Square Miles cannot be achieved all at once. Over the life of the plan, growth likely will occur more slowly at times, more rapidly at others and in somewhat different patterns than is currently foreseen. An effective plan must be flexible enough to succeed within a range of likely conditions, with adjustments made as those conditions change over time, all while maintaining a steady aim at its ultimate goals. As such, it is anticipated that 99 Square Miles will be updated every five years.

**FINANCIAL IMPACT**
None

**ADDITIONAL INFORMATION**
Attached: Ordinance
Executive Summary

Under separate cover: 99 Square Miles – the Comprehensive Plan

Available in the City Secretary’s office: None

**STAFF CONTACTS**
Bridgett White, AICP
Interim Director
Community Development and Planning
817-459-6666
Bridgett.White@arlingtontx.gov
May 1, 2020

VIA EMAIL

Attn: Marni Holloway, Director of Multifamily Finance
Attn: Sharon Gamble, 9% HTC Program Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Request for Administrative Deficiency for TDHCA Application #20147 – Cooper on Kestrel

Dear Ms. Holloway and Ms. Gamble,

This letter and supplemental exhibits are a third-party request for administrative deficiency for Application #20147, Cooper on Kestrel. The Applicant has claimed seven (7) points for Concerted Revitalization Plan (CRP), and we believe the application does not qualify for CRP points. The Applicant submitted two (2) local planning documents: the Heart of Arlington Neighborhood Action Plan (HANA Plan) and the City of Arlington’s 99 Sq Miles The Comprehensive Plan (Comp Plan). We believe these two plans do not meet the threshold elements that are outlined in the QAP to qualify for points under §11.9(d)(7). The first limitation is “a city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.” Secondly, “the goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable.” The CRP package and planning documents included in Application #20147 do not meet these two requirements and thus are not eligible for points under CRP.

**Plans Submitted are Comprehensive Plans or Inactive**

The Applicant submitted two (2) planning documents: Heart of Arlington Neighborhood Action Plan (HANA Plan) and the City of Arlington’s 99 Square Miles The Comprehensive Plan (Comp Plan). We believe that the Heart of Arlington Neighborhood Action Plan (HANA Plan) is merely a component of the broader Sector Plans and Comprehensive Plan and is not a plan that stands alone. The City of Arlington Ordinance No. 13-016 (Exhibit A), dated May 7, 2013, states:

> Be it ordained by the City Council of the City of Arlington, Texas:

> That the City Council approves the Heart of Arlington Neighborhood Plan as a component of the East Sector and Central Sector Plans and the Comprehensive Plan of the City of Arlington, Texas.

The above passage from the City of Arlington shows that the HANA Plan is not a standalone plan and is a component of the City of Arlington’s East Sector, Central Sector and Comprehensive Plan.

Also, we believe the HANA Plan to be no longer active. Two years after the HANA Plan was approved by the Arlington City Council, the 99 Square Mile The Comprehensive Plan (Comp
Plan) was approved and adopted by the City of Arlington and replaces the previous
Comprehensive Plan and Sector Plans of which the HANA Plan was included. The City of
Arlington Ordinance No. 15-014 (Exhibit B), dated March 17, 2015, states:

Be it ordained by the City Council of the City of Arlington, Texas:

99 Square Miles- the Comprehensive Plan shall amend, supersede and replace
the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance
No. 92-133 and sector plans as amended.

This ordinance shows that the former Comprehensive Plan and Sector Plans of which the HANA
Plan was included, is no longer active and has been replaced by a City-Wide Comprehensive
plan, known as the 99 Square Mile The Comprehensive Plan, which cannot be used for CRP
points.

Finally, page 110 of the 99 Square Miles The Comprehensive Plan (Exhibit C), adopted and
approved on March 17, 2015, states:

Previously, Arlington used six sector plans to set out development policies for
different areas of the city. This Comprehensive Plan will supersede and replace
these sector plans and consolidate strategies into a single plan to steer continued
growth and development. As necessary, area plans will be developed to focus on
the needs and issues of specific areas in the city.

According to the City of Arlington’s Ordinance No. 13-016 (Exhibit A), noted above, the HANA
Plan belonged to the Sector Plans, which are now superseded and replaced by the consolidated
strategies of the 99 Square Miles The Comprehensive Plan which cannot be used for CRP
points.

**Plans Do Not Have Committed Funding**

Neither the HANA Plan or the 99 Square Miles The Comprehensive Plan show specified funding,
nor are there budgets showing committed future funding. The Staff Report dated May 7, 2013
(Exhibit D) regarding the approval of the HANA Plan shows the Financial Impact as “none.” The
Staff Report dated March 17, 2015 (Exhibit E) regarding the approval of the 99 Square Miles The
Comprehensive Plan shows the Financial Impact as “none.” The lack of financial impact from
either plan mentioned above shows the City did not have funds specifically set aside or committed
for future implementation of these plans. Also, page 13 of the HANA Plan (Exhibit F), regarding
implementation of the plan, states:

Adoption of the plan by the City demonstrates its overall commitment to
implementing the HANA Neighborhood Action Plan. However, each action item
requires separate and specific execution through the individual or joint efforts of
HANA residents, the City of Arlington, and other agencies and organizations. As
the action items and strategies in this plan are considered for implementation,
these questions should be considered:

• How will the proposed action be realized and what will it cost?
• » Who is responsible for implementing the action?
• » What are the possible funding sources for projects recommended in the plan?

Although we believe the HANA Plan to be inactive, the language in this section of the HANA Plan shows that funding sources have not been identified, set aside or committed for future implementation and therefore does not meet the QAP threshold mentioned above. Lastly, the Applicant also attached a list of claimed HANA Plan Projects; however, these projects are simply improvement projects in the area and not funded directly to complete the HANA Plan. Attached are Staff Reports (Exhibit G) for several of the projects that were included in the Applicant’s CRP package. Each project utilized different funding mechanisms that are not committed to the HANA Plan but would need to be reapplied for and awarded on an annual basis. The funding for these projects are not in the spirit of the requirement for committed funding.

We hope that you will thoughtfully consider this letter and supplemental information and take the appropriate actions, if deemed appropriate.

Sincerely,

Casey Bump
EXHIBIT A

City of Arlington
Ordinance No. 13-016
Ordinance No. 13-016

An ordinance adopting the Heart of Arlington Neighborhood Action Plan, a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 22, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, the East Sector component of the Comprehensive Plan was adopted by Ordinance No. 97-65 on May 6, 1997, which outlined issues and strategies to create a community built on partnerships, in which interaction between all stakeholders creates a strong sense of cultural and community pride that produces activism resulting in safe, beautiful, vibrant, clean and strong neighborhoods and business areas; and

WHEREAS, the Central Sector component of the Comprehensive Plan was adopted by Ordinance No. 99-148 on November 30, 1999, which outlined issues and strategies to create a community at the heart of Arlington, enhance neighborhoods and build on its many assets including its people, the University of Texas at Arlington, other institutions, and Downtown; and

WHEREAS, in an effort to address both opportunities for change and promote stability in neighborhoods, the Community Development and Planning Department created a process for neighborhood planning designed to emphasize direct resident involvement and high levels of citizen participation; and

WHEREAS, in January 2010, City staff began working with the residents of the Heart of Arlington Neighborhood Association on preparing a plan for their neighborhood, generally bounded by UTA Boulevard/Border Street on the north, Collins Street on the east, Pioneer Parkway on the south, and Cooper Street on the west; and

WHEREAS, on April 3, 2013, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Planning and Zoning Commission forwarded to the City Council a recommendation to approve the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan; and
WHEREAS, on May 7, 2013, a public hearing was held before the City Council at which the public was given the opportunity to give testimony and present written evidence; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1. That the City Council approves the Heart of Arlington Neighborhood Action Plan as a component of the East Sector and Central Sector Plans and the Comprehensive Plan of the City of Arlington, Texas.

2. Further, the City Council recommends the development of alliances necessary to accomplish the strategies identified in the Heart of Arlington Neighborhood Action Plan.

3. Further, the Heart of Arlington Neighborhood Action Plan is intended to be used as a guide for evaluating development proposals within the boundaries of the neighborhood and for reviewing development proposals in areas adjacent to the neighborhood.

4. A copy of the Heart of Arlington Neighborhood Action Plan is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND GIVEN FIRST READING on the 7th day of May, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 21st day of May, 2013, by a vote of _9_ ayes and _0_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

(2)
EXHIBIT B

City of Arlington
Ordinance No. 15-014
Ordinance No. 15 - 014

An ordinance adopting 99 square miles - the Comprehensive Plan for the City of Arlington which shall act as the Master or General plan for the City and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; adopting supporting studies and plans; directing future studies and plans to conform to such plan; directing the preparation of an updated implementation plan; setting forth requirements for review and amendment to the plan; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 15, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, six Sector Plans – East, Southeast, North, Central, Southwest, and West – were adopted between 1997 and 2001 focusing on the diversity of the issues affecting different parts of the city; and

WHEREAS, in 2002, a Visioning Process was completed, led by 10 stakeholder groups and a 33-member Futures Committee, and was designed to get more citizens involved, raise awareness of community issues, obtain public input from multiple avenues, foster partnerships and coalitions, promote public discussion about the City of Arlington’s future, and develop the initial goals which served as the foundation on which update of the 1992 Comprehensive Plan was built; and

WHEREAS, the City Council directed that an updated Comprehensive Plan be prepared for the City of Arlington and its extraterritorial jurisdiction to address growth and redevelopment, housing, economic development, land uses, transportation, and the environment; and

WHEREAS, in 2013, a 26-member Comprehensive Plan Advisory Committee made up of a diverse group of Arlington stakeholders was established to work with the city on the Comprehensive Plan update and provide community-based participation and feedback; identify vital issues; act as a sounding board
WHEREAS, an updated comprehensive plan draft titled 99 Square Miles - the Comprehensive Plan was prepared for public review and comment; and

WHEREAS, on February 18, 2015, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles - the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission voted to recommend approval of 99 Square Miles - the Comprehensive Plan to the City Council; and

WHEREAS, on March 3, 2015, a public hearing was held before the City Council, at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles - the Comprehensive Plan; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Arlington to approve and adopt 99 Square Miles - the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety, and welfare; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That the City Council hereby approves and adopts 99 Square Miles - the Comprehensive Plan for the City of Arlington, Texas.

2.

99 Square Miles - the Comprehensive Plan is intended to serve as a policy guide for the City Council, City Boards and Commissions, City Staff and the public for evaluating and reviewing the physical development of the City and such regulations and as may be utilized to implement the goals and policies of 99 Square Miles - the Comprehensive Plan within the City of Arlington, Texas.

3.

Existing and future plans, studies, ordinances and initiatives will serve as implementation tools and/or components of 99 Square Miles - the Comprehensive Plan and provide detailed policies and strategies related, but not limited to, neighborhoods, transportation, economic development, community service, human service, public safety, housing, parks and open spaces, zoning, city and building codes, and capital improvement plans.
4.

99 Square Miles - the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance No. 92-133, and sector plans, as amended.

5.

As set forth in more detail in 99 Square Miles - the Comprehensive Plan, the goals, strategies, actions, projects, and initiatives shall guide the implementation of 99 Square Miles - the Comprehensive Plan and shall be monitored, evaluated, and periodically amended. City Council recommends the development of alliances necessary to accomplish the strategies identified in 99 Square Miles - the Comprehensive Plan.

6.

Future amendments to 99 Square Miles - the Comprehensive Plan and all plans, studies, and ordinances that serve as components of 99 Square Miles - the Comprehensive Plan shall be adopted as required by law after a hearing at which the public is given the opportunity to give testimony and present written evidence, and review by the Planning and Zoning Commission. 99 Square Miles - the Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

7.

A copy of 99 Square Miles - the Comprehensive Plan is available for viewing in the City Secretary’s Office and incorporated herein for all intents and purposes.

8.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

9.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

10.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this
ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

11.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

12.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

13.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the 3rd day of March ________, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of March ____________, 2015, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: [Signature]
EXHIBIT C

99 Square Miles
The Comprehensive Plan Excerpt
residents with access to vibrant destinations, open spaces, recreation amenities, and other land uses that support a sustainable community;

development that will strike a balance between the city’s economic development goals and preservation of our natural resources; and

land use policies that address future infill and redevelopment challenges.

Previously, Arlington used six sector plans to set out development policies for different areas of the city. This Comprehensive Plan will supersede and replace these sector plans and consolidate strategies into a single plan to steer continued growth and development. As necessary, area plans will be developed to focus on the needs and issues of specific areas in the city.

Existing Land Use

According to the city’s most recent Annual Growth Profile (2013), Arlington encompasses approximately 99 square miles or roughly 64,000 acres. As of 2013, approximately 43,118 acres of the city were developed as well as an additional 10,965 acres for roadways and transportation facilities. Just under 15 percent of the remaining city acreage is categorized as vacant.

The largest portion of Arlington’s land area was devoted to single family land use in 2013 with over 43 percent located south of Interstate 20. Land devoted to multi-family uses was concentrated primarily in the north and east areas of the city. East Arlington also contained the largest share of the city’s manufacturing/warehouse/industrial and commercial/retail uses at 56.3 percent and 39.2 percent, respectively.

Other significant concentrations of use, specifically parks/open space occur in the north, southeast and west portions
Staff Report

Heart of Arlington Neighborhood Action Plan

City Council Meeting Date: 5-7-13 | Documents Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider approval of an ordinance adopting the Heart of Arlington Neighborhood Action, a component of the East Sector and Central Sector Plans of the Arlington Comprehensive Plan.

PRIOR BOARD OR COUNCIL ACTION
On April 3, 2013, the Planning and Zoning Commission unanimously recommended approval of the Heart of Arlington Neighborhood Action Plan by a vote of 8-0-0.

ANALYSIS
Neighborhood plans are tools that can address opportunities for change and promote stability in neighborhoods. They are the official City policy regarding the future of a neighborhood and contain recommendations developed by the neighborhood residents. Once approved and adopted by the Planning and Zoning Commission and City Council, the plan becomes an amendment to Arlington’s Comprehensive Plan.

A task force of residents from the Heart of Arlington neighborhoods, representing the Heart of Arlington Neighborhood Association (HANA) and all residents, businesses, tenants, and other entities, began working in January 2010 to develop a neighborhood action plan to guide the evolution of the area in the coming years. The City provided professional assistance in order to help HANA residents achieve these broad purposes:

- Preserve and improve HANA neighborhoods and the overall quality of life.
- Establish guidelines and/or policies for protecting the integrity and character of the neighborhoods.
- Plan for the future sustainability of the neighborhoods.
- Build relationships among residents and between the neighborhoods and outside businesses and agencies.
- Identify which types of development are appropriate for the HANA area and where future development should occur.

The planning area covers 1.75 square miles in central Arlington immediately south of downtown. The area is bounded by South Cooper Street (west), Border Street/UTA Boulevard (north), South Collins Street (east), and East Pioneer Parkway (south). Center Street and Mesquite Street are the major north-south streets. Park Row Drive is the primary east-west street. Johnson Creek flows through the neighborhoods from southwest to northeast. The creek and the adjoining land, much of which is owned by the City and designated as a linear park, are major natural assets in the neighborhood.

This task force met, on average, monthly throughout the planning process. These meetings do not include time the task force spent canvassing the neighborhood to discuss ideas and issues with residents, coordinating efforts to distribute and collect information, discussing special topics online or in person, or conducting periodic neighborhood meetings. The task force also spent time identifying and studying issues related to the HANA neighborhoods; drafting goals and actions; and studying topics such as sustainability, traffic calming, park improvements, and redevelopment opportunities.
The task force wrote, edited, and reviewed the document as it was drafted during the process. The plan is meant to reflect the immediate and future goals of HANA, and these activities not only helped ensure that the plan achieved that end, but also created ownership of the plan by the residents, which is an important factor in achieving successful implementation of the recommendations.

The study and research performed by the task force identified the following principal themes for their neighborhood action plan.

<table>
<thead>
<tr>
<th>Principal Planning Themes for HANA</th>
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</thead>
<tbody>
<tr>
<td>Community partnerships</td>
</tr>
<tr>
<td>Land use and redevelopment</td>
</tr>
<tr>
<td>Housing and apartments</td>
</tr>
<tr>
<td>Mobility</td>
</tr>
</tbody>
</table>

Within each section of the document, these themes are explored in detail. Each section describes a particular goal, a listing of strategies and policies designed to achieve that goal, and detailed discussion and background information to support the recommended actions.

**FINANCIAL IMPACT**
None

**ADDITIONAL INFORMATION**
Attached: Ordinance
HANA Neighborhood Action Plan
Under separate cover: None
Available in City Manager’s Office: None

**STAFF CONTACT(S)**
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Clayton Husband, AICP
Director
Planning Project Manager II
Community Development & Planning
Community Development & Planning
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Jim.Parajon@arlingtontx.gov
Clayton.Husband@arlingtontx.gov
Staff Report

City of Arlington Comprehensive Plan

| City Council Meeting Date: 3-17-15 | Document Being Considered: Ordinance |

RECOMMENDATION
Final reading of an ordinance adopting 99 Square Miles – the Comprehensive Plan for the City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

On May 6, 1997, City Council approved Ordinance No. 97-65 adopting the East Sector Plan.

On February 17, 1998, City Council approved Ordinance No. 98-27 adopting the Southeast Sector Plan.

On March 9, 1999, City Council approved Ordinance No. 99-38 adopting the North Sector Plan.


On February 20, 2001, City Council approved Ordinance No. 01-011 adopting the Southwest Sector Plan.

On October 23, 2001, City Council approved Ordinance No. 01-115 adopting the West Sector Plan.

On February 18, 2015, the Planning and Zoning Commission approved 99 Square Miles – the Comprehensive Plan for the City of Arlington, by a vote of 9-0-0.

On March 3, 2015, City Council approved adoption of 99 Square Miles – the Comprehensive Plan on first reading by a vote of 9-0-0.

ANALYSIS
Since 1952, the City of Arlington has used comprehensive plans to establish policies that respond to the needs and aspirations of residents and influence social, economic, and physical development. The last Comprehensive Plan (1992) focused on citywide issues generated by significant citizen participation. The 1992 Plan was followed by a series of sector plans completed between 1997 and 2001, which focused on the diversity of the issues affecting different parts of the city. These sector plans contained specific implementation strategies to address the special needs in each sector.

99 Square Miles - updated comprehensive plan is intended to establish Arlington’s vision and aspirations over the next 20 years. Once adopted, it will replace the sector plans as it outlines policies for growth on a citywide basis. The comprehensive plan seeks to:

- Build on the ideas and guidance from the many participants in the planning process.
- Consolidate and coordinate in one comprehensive document the policies that relate to the city’s physical and economic growth and development.
• Guide decision-making and evaluation of the zoning map, code amendments, and discretionary development approvals.
• Identify short and long-term strategic actions for the City to undertake.
• Provide the basis for orderly, consistent, and predictable land use decision making.

99 Square Miles will serve as the single document that outlines the general direction for the City and aligns all its other plans. Plans developed related to transportation planning, community services, public safety, neighborhood planning, housing, economic development, and the environment serve as implementation tools of the adopted comprehensive plan. In addition, as Arlington must be cognizant of other local and state plans that affect its role as a competitive city in the North Texas region, such plans need to be taken into consideration.

Update Process
The initial update of the 1992 Comprehensive Plan and sector plans was built upon an extensive visioning process. Led by 10 stakeholder groups ranging from Arts and Culture to Youth and Recreation, as well as a 33-member Futures Committee, the visioning process was designed to get more people involved and to raise awareness of community issues. The Futures Committee helped develop the initial goals and guide the visioning process. Multiple avenues were taken for general input, including surveys, public meetings, workshops, and social media.

In 2013, City Council established a Comprehensive Plan Advisory Committee to work with the city in completing the Update. The Advisory Committee provided community-based participation and feedback and identified vital issues for inclusion in the Plan. The Advisory Committee met for approximately one year and discussed and reviewed plan elements related to neighborhoods, transportation, economic development, environment, and land use. Public input was garnered via the City’s various social media including the website and discussion page. Two open house meetings were also held to get feedback on the draft document, which is available for public review on the website.

Comprehensive Plan Elements
The over 150 strategies and action items contained in 99 Square Miles move the community in the direction of completing five primary goals - Value our Neighborhoods, Get Around, Grow our Businesses, Protect our Resources, and Develop our Land. These five goals focus on:

• Neighborhoods that are the foundation of a vibrant city, including housing, parks and recreation, historic preservation, and community services, which are essential to building strong neighborhoods.
• A well-connected transportation network that allows residents and visitors to efficiently travel to and through Arlington.
• A strong and growing economy that is vital to strong neighborhoods and makes the City competitive regionally and nationally.
• A healthy environment focused on protection of natural resources and conservation of resources.
• A mix of land uses integrated throughout the city that are not only visually appealing but create lasting value.

Although the Comprehensive Plan is focused on the long term future of the city, seven catalyst projects have been identified that are intended to be the plan’s five-year priorities.
These projects are anticipated to have a substantial ongoing influence in Arlington by enhancing the city’s image and strengthening its identity. The seven catalyst projects are:

- **Neighborhood Program**: Create a neighborhood program that connects people and resources, creates opportunities, and provides support for neighborhood organizations and the broader community.
- **Corridor Beautification**: Improve the aesthetics of Arlington’s major corridors through strategically placed landscape treatment that is drought tolerant and low maintenance.
- **Greenway Network**: Provide a network of trails and open space throughout the city, creating a space for residents and visitors to enjoy the outdoors.
- **City Center/101 Center**: Develop Arlington’s Downtown into a vibrant destination that provides residents, visitors, and students with entertainment, employment, culture, and local goods and services.
- **Business Incubator**: Create commercialization opportunities for technology and scientific innovations with the University of Texas at Arlington.
- **Destination Hotel and Convention Space**: Build a full-service, destination hotel and expand the city’s available conference space in the Entertainment District.
- **Corporate Office Mixed Use**: Develop the former Texas Department of Transportation site to a corporate office focused mixed use development.

It should be understood that the future described in *99 Square Miles* cannot be achieved all at once. Over the life of the plan, growth likely will occur more slowly at times, more rapidly at others and in somewhat different patterns than is currently foreseen. An effective plan must be flexible enough to succeed within a range of likely conditions, with adjustments made as those conditions change over time, all while maintaining a steady aim at its ultimate goals. As such, it is anticipated that *99 Square Miles* will be updated every five years.

**FINANCIAL IMPACT**
None

**ADDITIONAL INFORMATION**
Attached:

Under separate cover:
- *99 Square Miles – the Comprehensive Plan*
Available in the City Secretary’s office:
None

**STAFF CONTACTS**
Bridgett White, AICP
Interim Director
Community Development and Planning
817-459-6666
Bridgett.White@arlingtontx.gov
EXHIBIT F

HANA Plan Implementation Excerpt
Amendments to the Plan
The HANA Neighborhood Action Plan is intended to be a dynamic document that responds to changing conditions within the neighborhoods. As circumstances change and new issues arise, the Neighborhood Action Plan must be revised or updated as needed. Proposed amendments should be made after thoughtful and careful analysis and input from residents.

Implementation
Adoption of the plan by the City demonstrates its overall commitment to implementing the HANA Neighborhood Action Plan. However, each action item requires separate and specific execution through the individual or joint efforts of HANA residents, the City of Arlington, and other agencies and organizations. As the action items and strategies in this plan are considered for implementation, these questions should be considered:

» How will the proposed action be realized and what will it cost?
» Who is responsible for implementing the action?
» What are the possible funding sources for projects recommended in the plan?

“Destiny is not a matter of chance, but a matter of choice. It is not a thing to be waited for, it is a thing to be achieved.”

- William Jennings Bryan
EXHIBIT G

Staff Reports
2017 Residential Street Rebuilds with Water & Sanitary Sewer Renewals, Phase 2; Project No. PWST17005

City Council Meeting Date: 03/26/2019 | Action Being Considered: Minute Order

RECOMMENDATION
Authorizing the City Manager or his designee to execute a construction contract with McClendon Construction Co., Inc., of Burleson, Texas, for the 2017 Residential Street Rebuilds with Water & Sanitary Sewer Renewals, Phase 2, in the amount of $3,863,931.05. The contract includes a maximum bonus of $80,000.00, for a possible contract total not to exceed $3,943,931.05.

PRIOR BOARD OR COUNCIL ACTION
On March 7, 2017, City Council approved Minute Order No. 03072017-007 authorizing the execution of an Engineering Service Contract with Elder Engineering, Inc., of Mansfield, Texas, for the preparation of the 2017 Residential Street Rebuilds, Phase 2, construction plans in an amount not to exceed $215,900.

ANALYSIS
The 2014 Bond Election included annual funding for design and reconstruction of existing residential streets including sidewalks, drainage system, and street lights. The selected streets for the 2017 Residential Street Rebuild Program (Phase II) include the following:

Concrete Street Rebuilds with Water and Sanitary Sewer Renewals
- East Third Street (South Center Street to Mary Street)
- Hosack Street (South Center Street to Mary Street)
- Ray Street (South Center Street to Mary Street)
- Rose Street (South Mesquite Street to Mary Street)
- Mary Street (East Mitchell Street to Ray Street)

Date of Bid: February 27, 2019
Number of Bids Received: 3
Number of Bids from Arlington Firms: 0
Bidder Prequalification: Concrete Paving
Engineer’s Estimate: $3,900,000.00
Range of Bids: $3,863,931.05 to $4,357,262.00
Low Bid: $3,863,931.05
Recommended Low Bidder: McClendon Construction Co., Inc., of Burleson, Texas
Contract Scope: The rebuilding of existing streets, sidewalk, streetlights, water line, and sanitary sewer.
Proposed Start Date: April 29, 2019
Proposed End Date: March 14, 2020
Contract Time: 320 calendar days
Liquidated Damages for Delay: $1,000 per day
Bonus for Early Completion: $500 per day
Maximum Bonus: $80,000.00
Total: $3,943,931.05
This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

The average overall condition index (OCI) for this section is less than 50. This construction will remove 1.82 lane-miles from the “red street” list.

### FINANCIAL IMPACT
Funding is available in the following accounts:
- Street Bond Fund Account No. 358504-68153-65940698 $2,584,994.80
- Sanitary Sewer Bond Fund Account No. 648502-68250-18019204 $682,600.00
- Water Bond Fund Account No. 658502-68252-18264205 $676,336.25

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### ADDITIONAL INFORMATION
- Attached: Bid Tab
- Location Map
- Under separate cover: None
- Available in the City Secretary’s Office: None

### STAFF CONTACT(S)
- Mindy Carmichael, P.E., Director
- Craig M. Cummings, Director
- Public Works & Transportation
- Water Utilities
- 817-459-6552
- 817-459-6603
- Mindy.Carmichael@arlingtontx.gov
- Craig.Cummings@arlingtontx.gov
RECOMMENDATION
Authorize the City Manager or his designee to execute a construction contract with Murphy Pipeline Contractors, Inc., of Jacksonville, Florida, for the 2019 Water Main Replacement Project in an amount not to exceed $2,590,032.

PRIOR BOARD OR COUNCIL ACTION
None

ANALYSIS
This project consists of replacing approximately 15,600 linear feet of 6-inch to 12-inch asbestos cement or cast iron water mains, in various locations by static pipe bursting method. The locations for water main replacement were selected based on historical maintenance data. In order to create a competitive environment, the bid proposal included an option for the contractor to choose between traditional open cut or trenchless static pipe bursting method. The contractor with the lowest bid was the trenchless static pipe bursting method.

This construction method involves pipe bursting the existing 6-inch, 8-inch, or 12-inch water main while pulling a new 8-inch or 12-inch High Density Polyethylene main through the existing pipe. The process is trenchless and requires limited excavation which minimizes construction time and disruption to customers. These improvements will replace aging infrastructure with a history of water main breaks, reduce maintenance costs, and improve service to these areas.

Date of Bid: June 6, 2019
Number of Bids Received: One
Number of Bids from Arlington Firms: None
Bidder Prequalification: Yes
Engineer’s Estimate: $2,100,000
Range of Bids: $2,590,032
Low Bid: $2,590,032
Recommended Low Bidder: Murphy Pipeline Contractors, Inc., of Jacksonville, Florida
Contract Scope: Construct 15,600 LF of 6-inch to 12-inch water mains
Contract Time: 200 calendar days

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<td>Murphy Pipeline Contractors, Inc.</td>
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FINANCIAL IMPACT
Funding Sources:
Water Renewal Fund 678501-20158205-68252 $2,590,032

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There is no maintenance cost associated with this project during the referenced time period because the contract provides for a two-year maintenance bond.

ADDITIONAL INFORMATION
Attached: Bid Tab
Attached: Location Map
Under separate cover: None
Available in the City Secretary’s Office: None

STAFF CONTACT(S)
Craig M. Cummings
Director of Water Utilities
817-459-6603
Craig.Cummings@arlingtontx.gov

Brad Franklin, P.E.
Assistant Director of Water Utilities
817-459-6632
Brad.Franklin@arlingtontx.gov
Construction Contract for South Collins Street (East Park Row Drive to East Pioneer Parkway (Spur 303)) Project No. PWST18002

City Council Meeting Date: 08/06/2019  |  Action Being Considered: Minute Order

RECOMMENDATION
Authorizing the City Manager or his designee to execute a construction contract with McMahon Contracting, LP, of Grand Prairie, Texas, for South Collins Street (East Park Row Drive to East Pioneer Parkway (Spur 303)) in an amount not to exceed $8,274,981.22. The contract includes a maximum bonus of $135,000, for a possible contract total of $8,409,981.22.

PRIOR BOARD OR COUNCIL ACTION
On March 19, 2019, City Council passed Resolution No. 19-079 authorizing specified projects for the fiscal year 2019 Capital Budget including the construction of Collins Street project.

ANALYSIS
The 2014 Bond Election included funding for construction of Collins Street from East Park Row Drive to East Pioneer Parkway (Spur 303).

This contract provides for the reconstructing of the outer lanes of Collins Street in both directions and panel replacements for the inner three lanes; including replacing street lights, pavement markings, street signs, storm drain renewals, sidewalks, City fiber conduit, traffic signals, and water & sanitary sewer line renewals.

Date of Bid: July 15, 2019
Number of Bids Received: 5
Number of Bids from Arlington Firms: 0
Bidder Prequalification: Concrete Paving
Engineer’s Estimate: $8,800,000
Range of Bids: $8,274,981.22 to $10,512,661.50
Low Bid: $8,274,981.22
Recommended Low Bidder: McMahon Contracting, LP of Grand Prairie, Texas
Contract Scope: Reconstructing outer lanes in both directions and panel replacements for the inner three lanes
Proposed Start Date: Monday, September 9, 2019
Proposed End Date: Tuesday, March 2, 2021
Contract Time: 540 calendar days
Liquidated Damages for Delay: $1,000 per day
Bonus for Early Completion: $500 per day
Maximum Bonus: $135,000

Total: $8,409,981.22

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<td>Texas Materials Group, Inc.</td>
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This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

**FINANCIAL IMPACT**

Funding is available in the following accounts:
- Street Bond Fund Account No. 358504-68153-66040698 $6,838,094.42
- Stormwater Bond Fund Account No. 308501-68151-11650199 $450,859.60
- Sanitary Sewer Bond Fund Account No. 668501-68250-18107204 $348,042.15
- Water Bond Fund Account No. 678501-68252-20160205 $772,985.05

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**ADDITIONAL INFORMATION**

Attached: Bid Tab
Under separate cover: None
Available in the City Secretary’s Office: None

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director
Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Craig Cummings, Director
Water Utilities
817-459-6603
Craig.Cummings@arlingtontx.gov
RECOMMENDATION
Authorizing the City Manager or his designee to execute a construction contract with Stabile & Winn, Inc., of Saginaw, Texas, for the 2019 CDBG Residential Street and Sidewalk Rebuilds (East Second Street & Kelly Terrace) in the amount not to exceed $1,930,056.50. The contract includes a maximum bonus of $50,000, for a possible contract total of $1,980,056.50.

PRIOR BOARD OR COUNCIL ACTION
On March 7, 2017, City Council approved Minute Order No. 03072017-007 authorizing the execution of an Engineering Services Contract with Elder Engineering, Inc., of Mansfield, Texas, for the preparation of the 2017 Residential Street Rebuilds, Phase 2 construction plans in an amount not to exceed $215,900.

ANALYSIS
This project consists of rebuilding East Second Street from South Center Street to Mary Street and Kelly Terrace from South Collins Street to East Park Row. The rebuilds include concrete streets, sidewalks, streetlights, water line and sanitary sewer installation. The streets were designed under the 2017 Residential Street Rebuilds - Phase 2 Engineering Services Contract. They have been separated for construction to facilitate the use of funding from a Community Development Block Grant for construction of sidewalks, Americans with Disabilities Act (ADA) ramps, and associated pedestrian improvements. The following streets are included in this project:

Concrete Street Rebuilds with Water and Sanitary Sewer Renewals
East Second Street (South Center Street to Mary Street)

Concrete Street Rebuilds with Water Renewals
Kelly Terrace (South Collins street to East Park Row Drive)

Date of Bid: February 20, 2019
Number of Bids Received: 2
Number of Bids from Arlington Firms: 0
Bidder Prequalification: Concrete Paving
Engineer's Estimate: $1,960,000.00
Range of Bids: $1,930,056.50 to $1,934,366.75
Low Bid: $1,930,056.50
Recommended Low Bidder: Stabile & Winn, Inc., of Saginaw, Texas
Contract Scope: The rebuilding of existing streets, sidewalk, streetlights, water line, and sanitary sewer.

Proposed Start Date: April 22, 2019
Proposed End Date: November 8, 2019
Contract Time: 200 calendar days
Liquidated Damages for Delay: $1,000 per day
Bonus for Early Completion: $500 per day
Maximum Bonus: $50,000.00
This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

The average overall condition index (OCI) for this section is 38. This construction will remove 1.15 lane-miles from the “red street” list.

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<tr>
<td>McClendon Construction, Inc., Burleson, Texas</td>
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**FINANCIAL IMPACT**

Funding is available in the following accounts:

- Street Bond Fund Account No. 358504-68153-61140698 $1,165,359.25
- Sanitary Sewer Bond Fund Account No. 648502-68250-18018204 $143,892.50
- Water Bond Fund Account No. 658502-68252-18262205 $366,979.75
- Grant Fund Account No. 418644-61002-414428 $303,825.00

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<td>Total</td>
<td>$1,980,056.50</td>
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**ADDITIONAL INFORMATION**

- Attached: Bid Tab, Location Map
- Under separate cover: None
- Available in the City Secretary’s Office: None

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director
Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Craig M. Cummings, Director
Water Utilities
817-459-6603
Craig.Cummings@arlingtontx.gov
**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 18, 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.

The Department has received a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application 20147 Kestral on Cooper. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please refer to the copy of the request that you received from the requestor.

The request states the applicant’s Concertred Revitalization Plan does not qualify for seven points under 10 TAC §11.9(d)(7). Per the request, CRP plans contain inconsistencies about the existance of the HANA Plan, and lack of future funding with a proposed budget for both the New City Plan and HANA Plan

1. Please provide evidence of the HANA Plan to be currently active.
2. Please provide evidence of committed funding for both the New City Plan and HANA Plan.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 18, 2020.**
Please respond to this email as confirmation of receipt.**

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.**

### 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).

Matthew Griego  
Multifamily Policy Research Specialist  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  
(512)475-0927

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)).
Reminder for Direct Loan Borrowers: TDHCA will not close earlier than 30 days after receipt of complete due diligence documents. We will not honor closings scheduled without our confirmation.

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
May 15, 2015

Sharon Gamble
TDHCA
221 E. 11th
Austin, TX 78701

Dear Ms. Gamble:

I am writing this letter in response to the deficiency received on May 11, 2020 which was in response to Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application 20147 Kestrel on Cooper.

The request stated that the applicant’s Concerted Revitalization Plan does not qualify for seven points under 10 TAC §11.9(d)(7). Per the request, CRP plans contain inconsistencies about the existence of the HANA Plan, and lack of future funding with a proposed budget for both the New City Plan and HANA Plan.

The deficiency we received requested the following:

1. Please provide evidence of the HANA Plan to be currently active.
2. Please provide evidence of committed funding for both the New City Plan and HANA Plan.

Evidence the HANA Plan is currently active
The RFAD for this item was based on a selective reading of the Resolution passed for the City’s Comprehensive Plan (99 SQ Miles A Vision for Arlington’s Future The Comprehensive Plan). The resolution very clearly states that the only plans to be superseded or replaced were those sector plans adopted between 1997-2001. Any of the plans that were developed and adopted after that were to “serve as implementation tools and/or components of the Comprehensive Plan”. The HANA Plan was developed in 2013.

A letter confirming the intention of the resolution and the validity of the HANA Plan from the City of Arlington is included in this response. You will note the highlighted portions of the Resolution referenced in the letter was in our original application on pp. 104-107 and is included as an attachment to the City’s letter.
Evidence of committed funding for New City Plan/HANA Plan

Evidence of commitment funding for the revitalization area was provided in the original Application on pp. 95-97. The City of Arlington provided a list of projects that have been completed, are in progress, and future project for this area.

The attached letter from the City of Arlington again confirms these projects and funding commitments.

Per the evidence submitted to this deficiency response, we would like to reiterate that the HANA Plan is indeed valid and current, and that there was proof of commitment of funding for the revitalization area provided at the time of application.

Sincerely,

Megan Lasch
President
O-SDA Industries, LLC
May 13, 2020

Matthew Griego
TDHCA
221 East 11th Street
Austin, TX 78701

Re: 20147 Kestral on Cooper

Dear Matthew,

Thank you for the opportunity to clarify the issues raised with regard to the City of Arlington’s HANA Revitalization Plan and most recent Comprehensive Plan.

I would like to confirm that per the letter submitted in TDHCA Application #20147, the HANA Plan is still a valid adopted plan that is recognized by the City of Arlington. I believe that the challenger to this Application misunderstood or misinterpreted the language in the ordinance adopting the Comprehensive Plan.

In Ordinance 15-014 (enclosed), the third provision states:

“Existing and future plans, studies, ordinances, and initiatives will serve as implementation tools and/or components of 99 Square Miles -the Comprehensive Plan and provide detailed policies and strategies related, but not limited to, neighborhoods, transportation, economic development, community service, human service, public safety, housing, parks and open spaces, zoning, city and building codes, and capital improvement plans.”

The HANA plan, adopted 2013, was one of the existing plans contemplated by this provision, and is therefore still current adopted policy of the City of Arlington. In the same ordinance, the fourth provision states:

“99 Square Miles – the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992 by Ordinance No. 92-133, and sector plans, as amended.”

This provision was necessary to clarify that the only prior adopted plans superseded by 99 Square Miles – the Comprehensive Plan were the 1992 Comprehensive Plan and its component sector plans, adopted 1997-2001. Therefore, the HANA plan is current valid adopted policy and the 1997-2001 sector plans are not.
With respect to committed funding within these areas, we provided the Applicant (which was included in their Application) a list of projects/funding for the HANA/Comprehensive Plan area that have been completed, are in progress, and slated for the near future. I have enclosed it for your reference.

As stated in our letter to the Applicant and confirmed in the resolution that we passed with regard to this Application, the HANA and Comprehensive Plans outline a specific area of Arlington that has been identified as needing revitalization. The Plans were passed with public input and have funding that has been expended in the area and is anticipated to keep flowing to the area based on the needs identified in the Plans. We appreciate the opportunity to clear up the issues brought to your attention.

Thank you,

Alicia Winkelblech

Alicia Winkelblech, AICP
Senior Strategic Initiatives Officer
City of Arlington

Cc: Sarah Anderson, S. Anderson Consulting
Megan Lasch, O-SDA Industries
Mindy Cochran, City of Arlington
Richard Gertson, City of Arlington

Encl: City of Arlington Ordinance 15-014 Adopting 99 Square Miles – The Comprehensive Plan
List of projects for the HANA/Comprehensive Plan that are completed, in progress, or slated
Ordinance No. 15 - 014

An ordinance adopting 99 square miles - the Comprehensive Plan for the City of Arlington which shall act as the Master or General plan for the City and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; adopting studies and plans; directing future studies and plans to conform to such plan; directing the preparation of an updated implementation plan; setting forth requirements for review and amendment to the plan; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

WHEREAS, the Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 15, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, six Sector Plans – East, Southeast, North, Central, Southwest, and West – were adopted between 1997 and 2001 focusing on the diversity of the issues affecting different parts of the city; and

WHEREAS, in 2002, a Visioning Process was completed, led by 10 stakeholder groups and a 33-member Futures Committee, and was designed to get more citizens involved, raise awareness of community issues, obtain public input from multiple avenues, foster partnerships and coalitions, promote public discussion about the City of Arlington’s future, and develop the initial goals which served as the foundation on which update of the 1992 Comprehensive Plan was built; and

WHEREAS, the City Council directed that an updated Comprehensive Plan be prepared for the City of Arlington and its extraterritorial jurisdiction to address growth and redevelopment, housing, economic development, land uses, transportation, and the environment; and

WHEREAS, in 2013, a 26-member Comprehensive Plan Advisory Committee made up of a diverse group of Arlington stakeholders was established to work with the city on the Comprehensive Plan update and provide community-based participation and feedback; identify vital issues; act as a sounding board
WHEREAS, an updated comprehensive plan draft titled 99 Square Miles – the Comprehensive Plan was prepared for public review and comment; and

WHEREAS, on February 18, 2015, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission voted to recommend approval of 99 Square Miles – the Comprehensive Plan to the City Council; and

WHEREAS, on March 3, 2015, a public hearing was held before the City Council, at which the public was given the opportunity to give testimony and present written evidence on 99 Square Miles – the Comprehensive Plan; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Arlington to approve and adopt 99 Square Miles – the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety, and welfare; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1. That the City Council hereby approves and adopts 99 Square Miles – the Comprehensive Plan for the City of Arlington, Texas.

2. 99 Square Miles - the Comprehensive Plan is intended to serve as a policy guide for the City Council, City Boards and Commissions, City Staff and the public for evaluating and reviewing the physical development of the City and such regulations and as may be utilized to implement the goals and policies of 99 Square Miles - the Comprehensive Plan within the City of Arlington, Texas.

3. Existing and future plans, studies, ordinances and initiatives will serve as implementation tools and/or components of 99 Square Miles – the Comprehensive Plan and provide detailed policies and strategies related, but not limited to, neighborhoods, transportation, economic development, community service, human service, public safety, housing, parks and open spaces, zoning, city and building codes, and capital improvement plans.
4.

99 Square Miles - the Comprehensive Plan shall amend, supersede, and replace the previous Comprehensive Plan adopted on December 15, 1992, by Ordinance No. 92-133, and sector plans, as amended.

5.

As set forth in more detail in 99 Square Miles - the Comprehensive Plan, the goals, strategies, actions, projects, and initiatives shall guide the implementation of 99 Square Miles - the Comprehensive Plan and shall be monitored, evaluated, and periodically amended. City Council recommends the development of alliances necessary to accomplish the strategies identified in 99 Square Miles - the Comprehensive Plan.

6.

Future amendments to 99 Square Miles - the Comprehensive Plan and all plans, studies, and ordinances that serve as components of 99 Square Miles - the Comprehensive Plan shall be adopted as required by law after a hearing at which the public is given the opportunity to give testimony and present written evidence, and review by the Planning and Zoning Commission. 99 Square Miles - the Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

7.

A copy of 99 Square Miles - the Comprehensive Plan is available for viewing in the City Secretary’s Office and incorporated herein for all intents and purposes.

8.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

9.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

10.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this
ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

11.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

12.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

13.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the 3rd day of March, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of March, 2015, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: [Signature]
# HANA District - Projects Completed (2015 - 2019)

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<thead>
<tr>
<th>PROJECT NAME</th>
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<th>TO</th>
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<th>ST</th>
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<th>ST</th>
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<th>B</th>
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<th>PKM</th>
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**TOTAL LANE MILE: 6.43**
## ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

**HANA District - Projects Under Construction**

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**TOTAL LANE MILE**: 5.76
# ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

## HANA District - Proposed Projects

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<tr>
<th>PROJECT NAME</th>
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<th>Public Works Field Date</th>
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<th>BL D</th>
<th>LANE MILE</th>
<th>PROJ NUMBER</th>
<th>PROJ wSr</th>
<th>PROJ INSPECTOR</th>
<th>PROJ STATUS</th>
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<td>South and of cul-de-sac</td>
<td>2016:5</td>
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<td>0/WUOP17003</td>
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<td>Andrew</td>
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<td>College Oaks Dr</td>
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<td>AWJ/Eng</td>
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TOTAL LANE MILE: 0.00
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
June 10, 2020

Bobby Wilkinson
TDHCA
221 E. 11th
Austin, TX 78701

Dear Mr. Wilkinson:

Please accept this letter as a formal appeal to the Scoring Notice for Kestrel at Cooper (TDHCA #20147) located in Arlington, TX. Per the Scoring Notice, the Application did not receive points for its Community Revitalization Plan because “is not eligible for points under this item because evidence that the goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable was not provided.”

We submit for your review the following facts related to this item and ask that this decision be reviewed by the Executive Director and/or Board and overturned:

1. A list of funding that was expended by the City within the boundaries of the HANA Plan was submitted in the original Application and again through the RFI process.
2. A letter from the City of Arlington was submitted with the Application confirming that funding had been flowing to the area in accordance to the Plan and would be available to the CRP area for at least three more years.
3. The CRP and documentation meets the QAP requirement and is consistent with documentation that has been submitted and approved in previous years.
4. Staff has added a restriction on the nature of the funding used in the CRP area that does not exist in the QAP or any written materials relative to this scoring item.

Overview
The issue related to the scoring denial is specifically Section 11.9(d)(7)(A)(iii)(III) which states that:

The goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.

In response to this requirement the Application submitted a list of past, present, and potential future projects was supplied by the City of Arlington (see Attachment A).

The Applicant received an RFI/deficiency that appeared to be based on an RFAD where staff requested the following information from the Applicant:
Please provide **evidence of committed funding** for both the New City Plan and the HANA Plan.

Because applications are so large and a significant number of deficiencies are requests for information that is already contained in the application, we believed that staff had simply not located the documentation within the Application and resubmitted what had already been provided, including a letter from the City again confirming that those funds had been used to address goals in the HANA Plan. The RFI/deficiency did not indicate that Staff had reviewed the funding documentation in the Application and found it to be deficient.

Additionally, the RFAD that prompted the RFI and called the funding into question had actually outlined specific uses of the funds further proving the funds were used to address the same issues/goals of the HANA Plan. (See Attachment B) This led us to believe that staff simply had not seen the list of funding to support the Plan.

The response to the deficiency, which was due by 5:00 on May 18th, was submitted at 4:53 May 15th. There was sufficient time for the response to be reviewed and for staff to clarify what they had actually wanted if in fact what we submitted was not appropriate. However, no further clarification of the RFI was received nor was any additional information requested.

It was not until the scoring notification was received and the Applicant pointed out again that the list of funding was included in the Application and RFI response, that staff made the Applicant aware that the actual issue was different from what had been requested in the RFI which only asked for evidence of funding. In fact, while the evidence of funding had been submitted, Staff’s concern was as follows:

> **Documentation included a list of public works projects that have been completed or planned for the area. Staff did not find this to be evidence that the goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable.**

We disagree with this finding for the following reasons:

1. The QAP does not list any prohibition to the type of funding or activity that is required to be used to show funding within the CRP area as long as the funding helps to “accomplish its purposes” – which the funding provided in the Application does.
2. The projects listed in the Application and RFI response directly correlate to problems identified in the HANA Plan and are responsive to those issues. The City of Arlington believes them to be such as they provided the lists as specific proof.
3. Staff’s interpretation that the funding was for “public works projects” seems to be the based on a statement from an RFAD that questioned the funding – in fact that documentation for the RFAD actually shows that the activities undertaken are exactly those outlined in the HANA Plan.
4. There has been a history of “public works” funding for streets and infrastructure used to support the funding within CRP areas. The subjective review of this funding and dismissal of it is not consistent with the QAP or the way this scoring item has been handled in the past.
5. Any questions related to the applicability of those funds toward the CRP could have been requested of the Applicant and clarified through the deficiency/RFI process as allowed by the QAP. If staff had wanted clarification or more evidence that the funding tied directly back to the CRP, this could have been requested of the Applicant, but was in fact never mentioned by staff, was not requested in the RFI, and is not what is listed as the reason for denial of the points.

Issues/Goals/Objectives of HANA Plan

The HANA Neighborhood Plan was developed to help the residents achieve the following broad purposes:

• Preserve the character and enhance the aesthetic appeal of our neighborhoods.
• Establish guidelines and/or policies for protecting the integrity and character of our neighborhoods.
• Plan for the future sustainability of our neighborhoods.
• Build relationships among residents and between the neighborhoods and outside businesses and agencies.
• Identify which types of development are appropriate for the HANA area and where future development should occur.

A thorough assessment was done through a Survey and public meetings with the following items being some of the more pertinent results:

• 57% felt that street maintenance was fair to poor
• 50% felt new sidewalks were necessary
• 53% believe neighborhood streets in general were fair to poor condition
• 74% believe sidewalks are in fair to poor condition
• 68% believe street lighting is in fair to poor condition
• 64% supported burying utility lines throughout the neighborhood

Due to these concerns expressed by residents the following goals/objectives were adopted and were what the funding list supplied by the City of Arlington addressed:

➢ Encourage the City to continue to invest in street, water, and sewer improvements in downtown and in central Arlington.
➢ Request that the City design major streets that are appropriate to the context of the neighborhood in which the street is located.
➢ Provide safety zones or barrier-free openings in medians where pedestrian crossings are located on multi-lane roads.
➢ Install landscaped medians on arterial roads or wider sections of other roads.
➢ Assure safe and efficient mobility for cars, trucks, bicyclists, and pedestrians, to provide for redevelopment opportunities while protecting the stability and residential character of the neighborhoods.
Pages 47–54 of the HANA Plan gives detailed projects that HANA outlined and are specifically identified in the funding list. There is no doubt that the goals and funding provided are intended to help address those goals. For Example:

- **2017 Residential Street Rebuilds**: for reconstruction of residential streets including sidewalks, drainage systems, and street lights.
- **South Collins Street Work**: This contract provides for the reconstructing of the outer lanes of Collins Street in both directions and panel replacements for the inner three lanes; including replacing street lights, pavement markings, street signs, storm drain renewals, sidewalks, City fiber conduit, traffic signals, and water & sanitary sewer line renewals.
- **2019 CDBG Residential Street and Sidewalk Rebuilds**: construction of sidewalks, Americans with Disabilities Act (ADA) ramps, and associated pedestrian improvements.

**CRP Funding Requirement**

The language in the QAP for this item simply states:

> The goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.

There is no prohibition about where the funds come from, what their use is, how the funds are determined to go to that area, who implements the programs – the sole determining factor is whether the funds that are going to the area are in accordance with the plan, and that problems identified within the plan are being addressed.

As shown above, the Applicant has met this requirement. The funds outlined by the City of Arlington went for street, sidewalk, infrastructure, pedestrian improvements, street lights – all of which were outlined as being needed by the residents and listed as goals in the Plan.

We do not believe that there are any additional rules or requirements other than those in the QAP that are to be applied to the CRP points by Staff.

**Historic CRP Funding Proof**

The use of infrastructure, street, sidewalk funding/projects or other “public works projects” for proof of city investment in CRP areas is not unusual and can be seen in recent HTC applications that received CRP points the last few years. For example:

- 19288: Via Collina
• 19107: City View at Hyde Park
• 18015: Cambrian East Riverside
• 19134: Village at Nogalitos and 19132: Village at Boyer – the deals list generic public works infrastructure uses but does not list any specific uses at all.

Process
The Administrative Deficiency process failed to be used by staff properly to evaluate the Application and the CRP funding. At no time did staff specifically identify that their concern was with the provided funding information and/or type of funding. Instead, the RFI requested the following:

Please provide evidence of committed funding for both the New City Plan and the HANA Plan.

Had Staff clarified within the RFI that the concern was with the types of funding, our response would have been different than the provided response. The Applicant and the City of Arlington would have gladly provided more information and confirmed that there has been other investment in the HANA area that does not resemble “public works projects”. Attached you will see a letter from the City with a sizeable list of other projects that have been undertaken. (Attachment C) However, we maintain the position that the QAP does not require specific “types” of funding to be committed, only that funds have been and will continue to be committed.

Conclusion
We believe that the requirements of the QAP were met by the documents that were originally submitted to TDHCA by the Applicant. Funding for streets, sidewalks, drainage systems, wastewater needs, lighting, accessibility needs have been expended by the City in the HANA area in accordance with specific goals and objectives of the Plan. The City has further confirmed by letter that these funds have been expended and sufficient funds will be available to continue funding HANA area projects. The type of funding outlined is consistent with those that have been acceptable to the Department in previous years. The City of Arlington has also provided additional documentation to show that a substantial amount of funding has done into this area to improve parks, funding of mixed-use and multifamily developments, and promote more open spaces in the area, and are not what staff would consider to be “public works projects”.

We respectfully request that staff denial of the CRP points be overturned and awarded to this Application.

Sincerely,

Megan Lasch
O-SDA Industries

5501A Balcones Dr. #302
Austin, TX 76137
830-330-0762  532-213-8700
### Attachment A

**ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT**

**HANA District - Projects Completed (2015 - 2019)**

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
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<th>G</th>
<th>R</th>
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**TOTAL LANE MILE: 6.32**
## ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

### HANA District - Projects Under Construction

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**TOTAL LANE MILE**: 5.76
## ROAD, WATER & DRAINAGE (RWD) CONSTRUCTION PROJECTS REPORT

### HANA District - Proposed Projects

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<td>John Morgan</td>
<td>Andrew McIntyre</td>
<td>0.00</td>
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<td></td>
<td>Collins St</td>
<td>College Oaks Dr</td>
<td>2018.5</td>
<td>AWU/Eng</td>
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</table>

**TOTAL LANE MILE** 0.00
**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 18, 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 §11.201(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.

The Department has received a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application **20147 Kestral on Cooper**. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please refer to the copy of the request that you received from the requestor.

The request states the applicant’s Concertred Revitalization Plan does not qualify for seven points under 10 TAC §11.9(d)(7). Per the request, CRP plans contain inconsistencies about the existance of the HANA Plan, and lack of future funding with a proposed budget for both the New City Plan and HANA Plan

1. **Please provide evidence of the HANA Plan to be currently active.**
2. **Please provide evidence of committed funding for both the New City Plan and HANA Plan.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 18, 2020. Please respond to this email as confirmation of receipt.**

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.**

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**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.

**Matthew Griego**
Multifamily Policy Research Specialist
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701
(512)475-0927

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)).

**Reminder for Direct Loan Borrowers:** TDHCA will not close earlier than 30 days after receipt of complete due diligence documents. We
will not honor closings scheduled without our confirmation.

---

**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.
Staff Report

2017 Residential Street Rebuilds with Water & Sanitary Sewer Renewals, Phase 2; Project No. PWST17005

City Council Meeting Date: 03/26/2019  Action Being Considered: Minute Order

RECOMMENDATION
Authorizing the City Manager or his designee to execute a construction contract with McClendon Construction Co., Inc., of Burleson, Texas, for the 2017 Residential Street Rebuilds with Water & Sanitary Sewer Renewals, Phase 2, in the amount of $3,863,931.05. The contract includes a maximum bonus of $80,000.00, for a possible contract total not to exceed $3,943,931.05.

PRIOR BOARD OR COUNCIL ACTION
On March 7, 2017, City Council approved Minute Order No. 03072017-007 authorizing the execution of an Engineering Service Contract with Elder Engineering, Inc., of Mansfield, Texas, for the preparation of the 2017 Residential Street Rebuilds, Phase 2, construction plans in an amount not to exceed $215,900.

ANALYSIS
The 2014 Bond Election included annual funding for design and reconstruction of existing residential streets including sidewalks, drainage system, and street lights. The selected streets for the 2017 Residential Street Rebuild Program (Phase II) include the following:

Concrete Street Rebuilds with Water and Sanitary Sewer Renewals
- East Third Street (South Center Street to Mary Street)
- Hosack Street (South Center Street to Mary Street)
- Ray Street (South Center Street to Mary Street)
- Rose Street (South Mesquite Street to Mary Street)
- Mary Street (East Mitchell Street to Ray Street)

Date of Bid: February 27, 2019
Number of Bids Received: 3
Number of Bids from Arlington Firms: 0
Bidder Prequalification: Concrete Paving
Engineer's Estimate: $3,900,000.00
Range of Bids: $3,863,931.05 to $4,357,262.00
Low Bid: $3,863,931.05
Recommended Low Bidder: McClendon Construction Co., Inc., of Burleson, Texas

Contract Scope: The rebuilding of existing streets, sidewalk, streetlights, water line, and sanitary sewer.

Proposed Start Date: April 29, 2019
Proposed End Date: March 14, 2020
Contract Time: 320 calendar days
Liquidated Damages for Delay: $1,000 per day
Bonus for Early Completion: $500 per day
Maximum Bonus: $80,000.00
Total: $3,943,931.05
This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

The average overall condition index (OCI) for this section is less than 50. This construction will remove 1.82 lane-miles from the “red street” list.

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<thead>
<tr>
<th>VENDOR</th>
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</thead>
<tbody>
<tr>
<td>McClendon Construction Co., Inc., Burleson, Texas</td>
<td>NO</td>
<td>$3,863,931.05</td>
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<tr>
<td>Stabile &amp; Winn, Inc., Saginaw, Texas</td>
<td>NO</td>
<td>$4,046,912.25</td>
</tr>
<tr>
<td>Jackson Construction, Ltd., Fort Worth, Texas</td>
<td>NO</td>
<td>$4,357,263.00</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT**

Funding is available in the following accounts:
- Street Bond Fund Account No. 358504-68153-65940698 $2,584,994.80
- Sanitary Sewer Bond Fund Account No. 648502-68250-18019204 $682,600.00
- Water Bond Fund Account No. 658502-68252-18264205 $676,336.25

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<th>FY 2019</th>
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<tbody>
<tr>
<td>$3,943,931.05</td>
<td>$0</td>
<td>$0</td>
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</table>

**ADDITIONAL INFORMATION**

Attached: Bid Tab
Under separate cover: None
Available in the City Secretary’s Office: None

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director
Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Craig M. Cummings, Director
Water Utilities
817-459-6603
Craig.Cummings@arlingtontx.gov
Staff Report

Construction Contract for 2019 Water Main Replacement, Project No. WUWS19001

City Council Meeting Date: 06-25-19 | Action Being Considered: Minute Order

RECOMMENDATION
Authorize the City Manager or his designee to execute a construction contract with Murphy Pipeline Contractors, Inc., of Jacksonville, Florida, for the 2019 Water Main Replacement Project in an amount not to exceed $2,590,032.

PRIOR BOARD OR COUNCIL ACTION
None

ANALYSIS
This project consists of replacing approximately 15,600 linear feet of 6-inch to 12-inch asbestos cement or cast iron water mains, in various locations by static pipe bursting method. The locations for water main replacement were selected based on historical maintenance data. In order to create a competitive environment, the bid proposal included an option for the contractor to choose between traditional open cut or trenchless static pipe bursting method. The contractor with the lowest bid was the trenchless static pipe bursting method.

This construction method involves pipe bursting the existing 6-inch, 8-inch, or 12-inch water main while pulling a new 8-inch or 12-inch High Density Polyethylene main through the existing pipe. The process is trenchless and requires limited excavation which minimizes construction time and disruption to customers. These improvements will replace aging infrastructure with a history of water main breaks, reduce maintenance costs, and improve service to these areas.

Date of Bid: June 6, 2019
Number of Bids Received: One
Number of Bids from Arlington Firms: None
Bidder Prequalification: Yes
Engineer’s Estimate: $2,100,000
Range of Bids: $2,590,032
Low Bid: $2,590,032
Recommended Low Bidder: Murphy Pipeline Contractors, Inc., of Jacksonville, Florida
Contract Scope: Construct 15,600 LF of 6-inch to 12-inch water mains
Contract Time: 200 calendar days

<table>
<thead>
<tr>
<th>VENDOR</th>
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<th>TOTAL</th>
<th>METHOD</th>
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<tr>
<td>Murphy Pipeline Contractors, Inc.</td>
<td>No</td>
<td>$2,590,032</td>
<td>Pipe Bursting</td>
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FINANCIAL IMPACT

Funding Sources:

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<th>Source</th>
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<tr>
<td>Water Renewal Fund</td>
<td>678501-20158205-68252</td>
<td>$2,590,032</td>
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</tbody>
</table>

FY 2019 | FY 2020 | FY 2021
$2,590,032 | $0      | $0

There is no maintenance cost associated with this project during the referenced time period because the contract provides for a two-year maintenance bond.

ADDITIONAL INFORMATION

Attached: Bid Tab
Location Map
Under separate cover: None
Available in the City Secretary's Office: None

STAFF CONTACT(S)

Craig M. Cummings  Brad Franklin, P.E.
Director of Water Utilities  Assistant Director of Water Utilities
817-459-6603  817-459-6632
Craig.Cummings@arlingtontx.gov  Brad.Franklin@arlingtontx.gov
# Staff Report

## Construction Contract for South Collins Street (East Park Row Drive to East Pioneer Parkway (Spur 303)) Project No. PWST18002

| City Council Meeting Date: 08/06/2019 | Action Being Considered: Minute Order |

### RECOMMENDATION

Authorizing the City Manager or his designee to execute a construction contract with McMahon Contracting, LP, of Grand Prairie, Texas, for South Collins Street (East Park Row Drive to East Pioneer Parkway (Spur 303)) in an amount not to exceed $8,274,981.22. The contract includes a maximum bonus of $135,000, for a possible contract total of $8,409,981.22.

### PRIOR BOARD OR COUNCIL ACTION

On March 19, 2019, City Council passed Resolution No. 19-079 authorizing specified projects for the fiscal year 2019 Capital Budget including the construction of Collins Street project.

### ANALYSIS

The 2014 Bond Election included funding for construction of Collins Street from East Park Row Drive to East Pioneer Parkway (Spur 303).

This contract provides for the reconstructing of the outer lanes of Collins Street in both directions and panel replacements for the inner three lanes; including replacing street lights, pavement markings, street signs, storm drain renewals, sidewalks, City fiber conduit, traffic signals, and water & sanitary sewer line renewals.

- **Date of Bid:** July 15, 2019
- **Number of Bids Received:** 5
- **Number of Bids from Arlington Firms:** 0
- **Bidder Prequalification:** Concrete Paving
- **Engineer’s Estimate:** $8,800,000
- **Range of Bids:** $8,274,981.22 to $10,512,661.50
- **Low Bid:** $8,274,981.22
- **Recommended Low Bidder:** McMahon Contracting, LP of Grand Prairie, Texas
- **Contract Scope:** Reconstructing outer lanes in both directions and panel replacements for the inner three lanes
- **Proposed Start Date:** Monday, September 9, 2019
- **Proposed End Date:** Tuesday, March 2, 2021
- **Contract Time:** 540 calendar days
- **Liquidated Damages for Delay:** $1,000 per day
- **Bonus for Early Completion:** $500 per day
- **Maximum Bonus:** $135,000

**Total:** $8,409,981.22

### VENDOR MWBE TOTAL

<table>
<thead>
<tr>
<th>Vendor</th>
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<tr>
<td>McMahon Contracting, LP</td>
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<tr>
<td>Jackson Construction, LTD</td>
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<tr>
<td>Pavecon Public Works, LP</td>
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<td>Tiseo Paving Company</td>
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<td>$10,512,661.50</td>
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<tr>
<td>Texas Materials Group, Inc.</td>
<td>No</td>
<td>Non-responsive</td>
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</table>
This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

**FINANCIAL IMPACT**
Funding is available in the following accounts:
- Street Bond Fund Account No. 358504-68153-66040698 $6,838,094.42
- Stormwater Bond Fund Account No. 308501-68151-11650199 $450,859.60
- Sanitary Sewer Bond Fund Account No. 668501-68250-18107204 $348,042.15
- Water Bond Fund Account No. 678501-68252-20160205 $772,985.05

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<tr>
<td></td>
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<td>$8,409,981.22</td>
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</table>

**ADDITIONAL INFORMATION**
- Attached: Bid Tab, Location Map
- Under separate cover: None
- Available in the City Secretary’s Office: None

**STAFF CONTACT(S)**
- Mindy Carmichael, P.E., Director
  - Public Works & Transportation
  - 817-459-6552
  - Mindy.Carmichael@arlingtontx.gov
- Craig Cummings, Director
  - Water Utilities
  - 817-459-6603
  - Craig.Cummings@arlingtontx.gov
RECOMMENDATION
Authorizing the City Manager or his designee to execute a construction contract with Stabile & Winn, Inc., of Saginaw, Texas, for the 2019 CDBG Residential Street and Sidewalk Rebuilds (East Second Street & Kelly Terrace) in the amount not to exceed $1,930,056.50. The contract includes a maximum bonus of $50,000, for a possible contract total of $1,980,056.50.

PRIOR BOARD OR COUNCIL ACTION
On March 7, 2017, City Council approved Minute Order No. 03072017-007 authorizing the execution of an Engineering Services Contract with Elder Engineering, Inc., of Mansfield, Texas, for the preparation of the 2017 Residential Street Rebuilds, Phase 2 construction plans in an amount not to exceed $215,900.

ANALYSIS
This project consists of rebuilding East Second Street from South Center Street to Mary Street and Kelly Terrace from South Collins Street to East Park Row. The rebuilds include concrete streets, sidewalks, streetlights, water line and sanitary sewer installation. The streets were designed under the 2017 Residential Street Rebuilds - Phase 2 Engineering Services Contract. They have been separated for construction to facilitate the use of funding from a Community Development Block Grant for construction of sidewalks, Americans with Disabilities Act (ADA) ramps, and associated pedestrian improvements. The following streets are included in this project:

Concrete Street Rebuilds with Water and Sanitary Sewer Renewals
East Second Street (South Center Street to Mary Street)

Concrete Street Rebuilds with Water Renewals
Kelly Terrace (South Collins street to East Park Row Drive)

Date of Bid: February 20, 2019
Number of Bids Received: 2
Number of Bids from Arlington Firms: 0
Bidder Prequalification: Concrete Paving
Engineer's Estimate: $1,960,000.00
Range of Bids: $1,930,056.50 to $1,934,366.75
Low Bid: $1,930,056.50
Recommended Low Bidder: Stabile & Winn, Inc., of Saginaw, Texas
Contract Scope: The rebuilding of existing streets, sidewalk, streetlights, water line, and sanitary sewer.
Proposed Start Date: April 22, 2019
Proposed End Date: November 8, 2019
Contract Time: 200 calendar days
Liquidated Damages for Delay: $1,000 per day
Bonus for Early Completion: $500 per day
Maximum Bonus: $50,000.00
This project included an alternative for use of “Green Cement” to promote improved air quality in North Texas. Staff recommends awarding the green cement alternate in the amount of $1.00.

The average overall condition index (OCI) for this section is 38. This construction will remove 1.15 lane-miles from the “red street” list.

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<th>VENDOR</th>
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<td>Stabile &amp; Winn, Inc., Saginaw, Texas</td>
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<td>$1,930,056.50</td>
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<tr>
<td>McClendon Construction, Inc., Burleson, Texas</td>
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<td>$1,934,366.75</td>
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**FINANCIAL IMPACT**

Funding is available in the following accounts:
- Street Bond Fund Account No. 358504-68153-61140698 $1,165,359.25
- Sanitary Sewer Bond Fund Account No. 648502-68250-18018204 $143,892.50
- Water Bond Fund Account No. 658502-68252-18262205 $366,979.75
- Grant Fund Account No. 418644-61002-414428 $303,825.00

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<td>$1,980,056.50</td>
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**ADDITIONAL INFORMATION**

Attached: Bid Tab
Location Map

Under separate cover: None
Available in the City Secretary’s Office: None

**STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director
Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Craig M. Cummings, Director
Water Utilities
817-459-6603
Craig.Cummings@arlingtontx.gov
June 9, 2020

Matthew Greigo
TDHCA
221 East 11th Street
Austin, Texas 78701

RE: TDHCA Application #20147 Kestral on Cooper – 9% HTC Application Deficiency Notice

Mr. Greigo,

In response to the Scoring Notice from TDHCA stating that, “Documentation included a list of public works projects that have been completed or planned for the area. Staff did not find this to be evidence that the goals of the adopted plan have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable.”, the City of Arlington would like to provide the following additional information, Attachment A, related to previously submitted public works projects in the HANA area, as well as additional recent and planned investment that directly impacts the Heart of Arlington Neighborhood Association (HANA) boundary.

In addition to the previously submitted public works project list, these projects demonstrate targeted investment as a result of the HANA Plan goals and action plan items. The following items support the goals included in the adopted HANA Revitalization Plan.

- **Julia Burgen Linear Park Development ($5.5 million)** – the HANA Plan includes three pages on the importance of Julia Burgen Linear Park, to preserve the area and promote the responsible development and investment in this linear park system. Although $1 million was dedicated to the development of this park through the City’s 2008 bond program, the HANA plan encouraged the further development of this parkland, and as a result additional funding for this area was allocated in the 2014 and 2018 bond programs ($4.5 million) and grant funds from COG have contributed to the extension of the trail system, achieving a goal of the HANA Plan.

- **Center Street Open Space ($3,865)** – In addition to formal parks systems, HANA Plan also promotes open space and tree preservation throughout the HANA boundary. A focus for the neighborhood has been a parcel of land at Center Street and Pioneer Parkway that has been identified by the neighborhood and local historian as the southern gateway to the City’s original footprint. The implementation of the HANA plan has resulted in City investment in this parcel of land to activate this space with a split-rail fencing and has future plans to add native landscaping and a historical marker as an implementation of the HANA Plan’s goals to preserve open space and to honor the history of the area.

- **College Park Center ($2.3 million)** – College Park Center was developed prior to the adoption of the HANA Plan, but the announcement of the development was a strong demonstration of what downtown revitalization could look like and proved to be a catalyst for the development of the HANA Plan. As a result of this development, the HANA Plan addresses the relatively new concept for Arlington of mixed-use development and the impact of
higher-density development in the downtown and central Arlington area. These mixed-use and multi-family housing goals of the HANA Plan have been considered for more than five new multi-family housing developments since the adoption of the HANA Plan. These developments have resulted in the significant increase of property values within the HANA boundaries and the overall downtown area.

- Downtown Arlington business improvement district (BID) – Since inception of the Downtown BID, the Heart of Arlington Neighborhood Association has had representation on the Board of Directors. As guardians of the HANA Plan, HANA Board members serve on several boards, commissions, and committees that have oversight and decision-making power on development and infrastructure projects in the downtown area since 2010. Although the Downtown BID was established prior to the formal adoption of the HANA Plan, the consistent and continued representation on the BID Board of Directors has ensured that the City’s adopted HANA Plan is consulted and implemented through all funded development in the area.

If you need additional information or have questions, feel free to contact me at 817-459-6686 or Alicia.Winkelblech@arlingtontx.gov.

Sincerely,

Alicia Winkelblech

Alicia Winkelblech, AICP
Senior Officer
Officer of Strategic Initiatives
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Details</th>
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<tbody>
<tr>
<td>2012 Residential Bridge, Phase 1</td>
<td>Rehabilitation of existing bridge structure.</td>
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<tr>
<td>2012 Residential Bridge, Phase 1</td>
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<tr>
<td>2013 Residential Bridge, Phase 3</td>
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<td>2013 Residential Bridge, Phase 4</td>
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<td>2015 Streetscaping</td>
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<td>2017 Residential Bridge, Phase 1</td>
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<td>Collins (Park Road-Pioneer Parkway) Bridge</td>
<td>Rehabilitation of existing bridge structure.</td>
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<tr>
<td>2018 Johnson Bridge</td>
<td>Rehabilitation of existing bridge structure.</td>
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<td>Collins Bridge between North and South College Streets</td>
<td>Rehabilitation of existing bridge structure.</td>
</tr>
<tr>
<td>2018 Water Main Replacement</td>
<td>Rehabilitation of existing bridge structure.</td>
</tr>
</tbody>
</table>

Removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure, removal and replacement of all existing structure.
Appeal Election Form: 20147, Kestrel on Cooper

Note: If you do not wish to appeal this notice, do not submit this form.

I am in receipt of my 2020 scoring notice and am filing a formal appeal to the Executive Director on or before Wednesday, June 10, 2020.

If my appeal is denied by the Executive Director:

☐ I do wish to appeal to the Board of Directors and request that my application be added to the Department Board of Directors meeting agenda. My appeal documentation, which identifies my specific grounds for appeal, is attached. If no additional documentation is submitted, the appeal documentation to the Executive Director will be utilized.

☐ I do not wish to appeal to the Board of Directors.

Signed __________________________

Title President

Date 6-10-20

Please email to Sharon Gamble:
mailto:sharon.gamble@tdhca.state.tx.us
June 24, 2020

Megan Lasch
O-SDA Industries
5501A Balcones Dr. #302
Austin, TX 76137

RE: SCORING APPEAL RESPONSE FOR 20147 KESTRAL ON COOPER, ARLINGTON

Dear Ms. Lasch:

The Texas Department of Housing and Community Affairs received your appeal dated June 10, 2020, regarding scoring for the Application named above. Staff had received a Third Party Request for Administrative Deficiency (RFAD) questioning whether the Application qualifies for points under 10 TAC §11.9(d)(7) related to Concerted Revitalization Plan (CRP). Per 10 TAC §11.9(d)(7)(A)(iii), for a CRP to be eligible:

(III) The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.

Staff found that the instances of street and roadwork completed in the area did not meet this standard, and issued a two-item deficiency:

1. Please provide evidence of the HANA Plan to be currently active.
2. Please provide evidence of committed funding for both the New City Plan and HANA Plan.

The Applicant responded to the deficiency, but Staff found there was no evidence of committed, sufficient funding to accomplish the plan’s purposes on its established timetable that has been flowing in
accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed. The previously published application score was reduced by seven points for the scoring item, pending the Applicant’s ability to appeal.

The appeal states that the QAP “does not list any prohibition to the type of funding or activity that is required to be used to show funding within (sic) the CRP area as long as the funding helps to ‘accomplish its purposes’ – which the funding provided in the Application does.” However, Staff did not base its determination on the type of funding, but on the requirements of the rule. That said, in my review of the Applicant’s response to the deficiency, I see that there is some evidence pointed out in the Application of both of the issues raised in the deficiency, as well as clarifying evidence from the City of Arlington regarding the two issues questioned by Staff.

I find that this evidence allows me to conclude that there is a history of sufficient, documented and committed funding to accomplish the purposes of the plan, and therefore I am granting the appeal and restoring the seven points.

It is noted that the Scoring Notice included the loss of one point under 10 TAC §11.9(e)(2) related to Cost of the Development per Square Foot and that point loss was not appealed. No appeal rights remain for that scoring item. If you have any questions or require further information, please contact Marni Holloway, Multifamily Finance Director, at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]
Bobby Wilkinson
Executive Director
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
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf