

**THE HOUSING AUTHORITY
OF THE CITY OF AUSTIN**



BOARD OF COMMISSIONERS

Chairperson - Carl S. Richie, Jr.

Vice-Chairperson - Charles Bailey

2nd Vice-Chairperson - Mary Apostolou

Commissioner - Dr. Tyra Duncan-Hall

Commissioner - Edwina Carrington

Michael G. Gerber, President & CEO

**BOARD OF COMMISSIONERS
Regular Meeting**

Thursday, June 15, 2023

1:00 PM

**HACA Central Office, 1124 S. Interstate Highway 35
Austin, TX**

**PUBLIC NOTICE OF A MEETING
TAKE NOTICE OF A BOARD OF COMMISSIONERS
REGULAR BOARD MEETING
OF THE HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**TO BE HELD AT
HACA Central Office, 1124 S. Interstate Highway 35
Austin, TX
(512.477.4488)**

**Thursday, June 15, 2023
1:00 PM**

CALL TO ORDER, ROLL CALL

CERTIFICATION OF QUORUM

Pledge of Allegiance

Public Communication (Note: There will be a three-minute time limitation)

Citywide Advisory Board Update

CONSENT AGENDA

Items on the Consent Agenda may be removed at the request of any Commissioner and considered at another appropriate time on this agenda. Placement on the Consent Agenda does not limit the possibility of any presentation, discussion, or action at this meeting. Under no circumstances does the Consent Agenda alter any requirements under Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

CONSENT ITEMS

1. Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on April 20, 2023

ACTION ITEMS

2. Presentation, Discussion, and Possible Action Regarding Resolution No. 02806: Approval of Contract Renewal for Family Eldercare to continue to provide resident services coordination to elderly and disabled adults at Lakeside, North Loop, and Gaston Place
3. Presentation, Discussion, and Possible Action on Resolution No. 02807 by the Board of Commissioners of the Housing Authority of the City of Austin (the "Authority") to take the following actions with regard to The Rhett (the "Development") in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution
4. Presentation, Discussion, and Possible Action regarding Resolution No. 02808: Authorizing HACA to project-base eight (8) Veteran Affairs Supportive Housing (VASH) vouchers in response to a Request for Proposals issued on April 27, 2023
5. Presentation, Discussion, and Possible Action on Resolution No. 02809 by the Board of Commissioners of the Housing Authority of the City of Austin (the "Authority") to take the

following actions with regard to the Bridge at Tech Crossing Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

6. Presentation, Discussion, and Possible Action on Resolution No. 02810 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take such actions necessary or convenient to facilitate the development of Airport Crossing, a multifamily housing development (the “Project”)

EXECUTIVE SESSION

The Board may go into Executive Session (close its meeting to the public) Pursuant to:

- a. 551.071, Texas Gov't Code, consultations with Attorney regarding legal advice, pending or contemplated litigation; or a settlement offer;
- b. 551.072, Texas Gov't Code, discussion about the purchase, exchange, lease or value of real property;
- c. 551.074, Texas Gov't Code, discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
- d. 551.087, Texas Gov't Code, discuss certain economic development negotiations.

OPEN SESSION

If there is an Executive Session, the Board will return to Open Session for discussion, consideration and possible action of matters discussed in Executive Session.

REPORTS - The Board will receive program updates from the President/CEO and other senior staff.

ADJOURNMENT

"Pursuant to 30.06, Penal Code, (trespass by holder of license with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a concealed handgun."

"Pursuant to 30.07, Penal Code (trespass by holder of license with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a handgun that is carried openly."

"En virtud del 30.06, Código Penal, (traspaso titular de licencia con una pistola), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en este reunión con una arma o pistola.

"En virtud de 30.07, Código Penal (prevaricación por titular de la licencia con un arma o pistola abiertamente llevado), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en esta reunión con un arma o pistola que lleva abiertamente.

*The Housing Authority of the City of Austin (HACA) Board of Commissioners reserves the right to discuss and consider items out of order on the agenda on an as needed basis.

The Housing Authority of the City of Austin is committed to compliance with the Americans with Disability Act. Reasonable modifications and equal access to the communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 2 days (48 hours) before the meeting date. Please call Nidia Hiroms at HACA at 512.477.4488, for additional information; TTY users route through Relay Texas at 711. For more information on HACA, please contact Nidia Hiroms at 512.477.4488 x 2104.

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

EXECUTIVE

ITEM NO. 1.

MEETING DATE: June 15, 2023

STAFF CONTACT: Michael Gerber, President & CEO

ITEM TITLE: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on April 20, 2023

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to review and approve the Board Minutes Summary for the Board Meeting held on April 20, 2023.

ATTACHMENTS:

- ▣ **20230420 HACA Minutes Summary**

**THE HOUSING AUTHORITY OF THE CITY OF AUSTIN
BOARD OF COMMISSIONERS
ANNUAL BOARD MEETING**

April 20, 2023

SUMMARY OF MINUTES

THE HOUSING AUTHORITY OF THE CITY OF AUSTIN (HACA) BOARD OF COMMISSIONERS ANNUAL BOARD MEETING NOTICE WAS POSTED FOR 12:00 PM ON THURSDAY, APRIL 20, 2023, AND WAS HELD AT THE HACA CENTRAL OFFICE, 1124 S. INTERSTATE HIGHWAY 35, AUSTIN, TX 78704 AND VIRTUALLY

CALL TO ORDER, ROLL CALL, CERTIFICATION OF QUORUM

Chuck Bailey, HACA Vice-Chairperson called the Board of Commissioners Annual Board Meeting of the Housing Authority of the City of Austin, of April 20, 2023, to order at 12:18 pm. The meeting was held at the HACA Central Office, 1124 S. Interstate 35, Austin, TX 78704.

Roll call certified a quorum was present on the call.

MEMBERS PRESENT:

Chuck Bailey, Vice-Chairperson
Mary Apostolou, 2nd Vice-Chairperson
Edwina Carrington, Commissioner
Dr. Tyra Duncan-Hall, Commissioner

MEMBER(S) ABSENT:

Carl S. Richie, Jr., Chairperson

ALSO IN ATTENDANCE:

Bill Walter, Coats Rose Law Firm
Lauren Aldredge, Cokinis Law Firm

STAFF PRESENT:

Barbara Chen, Jorge Sanchez, Keith Swenson, Kelly Crawford, Leilani Lim-Villegas, Lisa Garcia, Michael Gerber, Nidia Hiroms, Ron Kowal, Suzanne Schwertner, and Sylvia Blanco

PUBLIC COMMUNICATION - (3 minute time limit)

Norma Munoz, Meadowbrook resident, came to introduce herself as Neighborhood Safety Ambassador volunteer for Pathways at Meadowbrook.

Public communication was opened during each item on the agenda. No one provided any additional communication during any of the items.

CITYWIDE ADVISORY BOARD (CWAB) – Lupe Garcia, Citywide Advisory Board President, reported that the April CWAB Meeting was held on Tuesday, April 11, 2023. ●**Michael Gerber**, HACA President, thanked residents and staff for addressing the pet policy legislation regarding dangerous dogs, at the Texas State Capitol. **Mr. Gerber** reported that HACA is coordinating with Austin Energy to finalize the Chalmers East medical and dental clinics. There have been multiple delays, however, the grand opening will happen sometime in the Fall. ●**Michael Roth**, HACA Director of Housing Operations and Policy, reported that inspections will be conducted across multiple HACA properties in the month of April. Michael also reported that Thurmond Heights received high inspection scores, and also reminded residents about performing spring cleaning and about hoarding prevention. ●**Leilani Lim-Villegas**, HACA Senior Director of Community Development, provided Austin Pathways updates and announced that the Women’s conference is scheduled for April 28th at the Doris Miller Auditorium. ●**Leilani** also reported that BookSpring is initiating Family Reading Clubs at Goodrich and Booker T. Washington. ●It was also reported that UnitedHealth is beginning the second group of the Health and Digital Literacy program. ●**Sandra Winston**, HACA Community Development Events Coordinator/Family Opportunity Specialist, provided Mayfest Health Fair updates and reported that the event to celebrate our seniors and residents with disabilities is scheduled for May 19th at the Millennium. ●**Catherine Crago**, HACA Head of Strategic Initiatives, provided digital inclusion and American Connectivity Plan updates. The ACC interns are assisting residents at North Loop, Salina, and Lakeside to transition out of bulk cable. ●**Murphy Roland**, HACA Workforce Development Manager, provided workforce development updates and the new two-generational program on automotive certification with Austin Community College. ●**Alice Merida**, Gaston resident, thanked the Austin First Church for hosting monthly Bingo and refreshments for Gaston Residents. ●**Lupe Garcia**, CWAB President, announced that there will be a new yoga class hosted at Santa Rita. ●Lupe also invited everyone to attend the Women’s Empowerment Conference.

CONSENT ITEMS

APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS

ITEM 1: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on February 16, 2023

Commissioner Duncan-Hall moved the Approval of the Board Minutes Summary for the Board Meeting held on February 16, 2023. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 2: Presentation, Discussion, and Possible Action regarding Resolution No. 02796: Approval to ratify all actions taken by the Board of Commissioners during FYE 2023, in order to resolve any irregularities which may have occurred regarding a quorum or vote by the Commissioners as reflected within the approved minutes and resolution

Upon past advisement of legal counsel, Resolution No. 02796 was drafted to ensure all actions taken by the Board during FYE 2023 be ratified, thus ensuring resolution of any irregularities during the voting process taken by the Commissioners. This is an action that is presented for board action on an annual basis.

This Resolution resolves any irregularities in the voting process found in the Board meeting minutes and/or resolutions, and all actions taken during the 2022-2023 Fiscal Year by the Board of Commissioners are fully enforceable.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02796: Approval to ratify all actions taken by the Board of Commissioners during FYE 2023, in order to resolve any irregularities which may have occurred regarding a quorum or vote by the Commissioners as reflected within the approved minutes and resolution. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ACTION ITEMS

APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS

ITEM 3: Presentation, Discussion, and Possible Action regarding Resolution No. 02797: Election of new Officers for the Housing Authority of the City of Austin

With the current officer terms expiring at the end of April 2023, and new terms beginning May 1, 2023, it is necessary for the Board to elect new officers for the Housing Authority of the City of Austin Board of Commissioners. Resolution No. 02797 approves the following board officers: Chairperson-Carl S. Richie, Jr.; Vice-Chairperson-Chuck Bailey; 2nd Vice-Chairperson-Mary Apostolou.

Commissioner Carrington moved the Approval of Resolution No. 02797: Election of new Officers for the Housing Authority of the City of Austin. Chairperson-Carl S. Richie, Jr.; Vice-Chairperson-Chuck Bailey; 2nd Vice-Chairperson-Mary Apostolou. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 4: Presentation, Discussion, and Possible Action regarding Resolution No. 02798 to approve the Fiscal Year 2022-2023 SEMAP Certification

The Board of Commissioners is required to approve the SEMAP certification, and PHAs are required to submit the certification electronically to HUD within 60 calendar days after each fiscal year end.

HUD will independently assess HACA's performance under SEMAP using annual audit reports for Indicators 1-7 and the deconcentration bonus indicator and information maintained in HUD's Public and Indian Housing Information Center (PIC) for indicators 8-14. The Lease-up rate is obtained from HUD's Financial Management Center.

HACA's Quality Control Division completed quality control sample audits for indicators #1, #2, and #3. The Assistant Housing Director completed the quality control sample audit for indicator #6.

Data analysis shows that the percentage of families with children that live in a low poverty census tract the last day of the 2022-2023 fiscal year was 58%. HACA qualifies for the deconcentration bonus points under #1 of the deconcentration bonus indicator.

Based on the review, HACA scored a 104%, which denotes a high performer designation.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02798 to approve the Fiscal Year 2022-2023 SEMAP Certification. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 1-Nay).

ITEM 5: Presentation, Discussion, and Possible Action regarding Resolution No. 02799: Award of Contract for Independent Audit Services

The regulations of the U. S. Department of Housing and Urban Development require Public Housing Agencies that expend \$750,000 or more in annual Federal awards to have A-133 Single Audits performed by external independent auditors.

HACA's existing contract with its current independent audit contractor, Berman Hopkins, has been fulfilled, and all contract renewal options have been utilized. HACA therefore issued a Request for Proposals for independent auditing services for Fiscal

Year-End 2023 with renewal options.

The Request for Proposals was advertised in the Austin American-Statesman, PHADA, and the HACA Website. We used the eProcurement Marketplace for solicitations, which notified 920 vendors, of which 20 were reviewed and we received were evaluated by committee, and Berman Hopkins scored highest.

Staff recommended the award of contract to Berman Hopkins for the provision of Independent Auditing Services to HACA for a three-year term with an option to renew for two additional years. Cost of services for FYE 2023 is \$252,000. Total costs for auditing service is \$1,328,600 for all five years starting fiscal year 2023.

Commissioner Carrington moved the Approval of Resolution No. 02799: Award of Contract for Independent Audit Services in the amount of \$252,000 for the Cost of services for FYE 2023. Total costs for auditing service will be \$1,328,600 for all five years starting fiscal year 2023. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 6: Presentation, Discussion and Possible Action regarding Resolution No. 02800: Operating Budgets for the Fiscal Year 2023-2024

The regulations of the U.S. Department of Housing and Urban Development require the Commissioners of the Housing Authority of the City of Austin to approve the Agency's operating budget.

The Commissioners of the Housing Authority of the City of Austin have reviewed the Operating Budgets in the amount of \$618,218,088 and find: 1) That the proposed expenditures are necessary for the efficient and economical operation of the program for the purpose of serving low-income families. 2) That the financial plan is reasonable in that: (a) It includes sources of funding adequate to cover all proposed expenditures, and (b) That all proposed rental charges and expenditures are consistent with provisions of law and the Annual Contributions Contract.

Commissioner Carrington moved the Approval of Resolution No. 02800: Approval of the Operating Budgets in the amount of \$618,218,088 for the Fiscal Year 2023-2024. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 7: Presentation, Discussion, and Possible Action on Resolution No. 02801 by the Board of Commissioners of the Housing Authority of the City of Austin approving the issuance by Austin Affordable Multifamily Housing Revenue Bonds (Pathways at Rosewood Courts East) Series 2023

The Board was asked to approve Resolution No. 02801 approving the issuance by Austin Affordable PFC, Inc. of its Multifamily Housing Revenue Bonds (Pathways at Rosewood Courts East) Series 2023.

In April 2021, the Board adopted an initial inducement resolution for \$30,000,000 for the redevelopment of Rosewood Courts. A second inducement resolution for \$5,000,000 was adopted in September 2022 to allow for a supplemental issuance of bonds for Rosewood.

Additional bonds will provide a cushion to ensure that the transaction meets the "50% Test". The IRS Code provides that if 50% or more of the aggregate basis of any building and the land on which the building is located is financed by tax-exempt volume cap bonds, then no allocation is needed from the state agency. If the project fails to meet the 50% test, only the portion of the eligible basis financed by the tax-exempt bonds will qualify for 4% tax credits.

Commissioner Carrington moved the Approval of Resolution No. 02801 by the Board of Commissioners of the Housing Authority of the City of Austin approving the issuance by Austin Affordable Multifamily Housing Revenue Bonds (Pathways at Rosewood Courts East) Series 2023. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 8: Presentation, Discussion, and Possible Action on Resolution No. 02802 by the Board of Commissioners of the Housing Authority of the City of Austin approving Austin Affordable PFC, Inc.'s issuance, sale, and delivery of Multifamily Housing Governmental Note (Estates at Norwood Apartments) Series 2023; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject

Austin Affordable PFC, Inc. issued bonds for the Estates at Norwood (located at 916 Norwood Park, Austin 78753) in December 2019 and construction started soon thereafter. The property includes 228 units affordable to families earning 60% AMI and below with family friendly amenities.

The project is financed using the 4% tax credit/tax-exempt bond structure. Unit breakdown: 36 one bedroom/one bath, 108 two bedroom/two bath and 84 three bedroom/two bath units. All units will be marketed to HACA's Housing Choice Voucher Program residents.

The year after Estates at Norwood closed, Congress passed legislation that raised the floor of the 4% tax credits to a true 4%. Up until 2020, the rate floated and was as low as 3.2%. The tax credits received on this development were based on a tax credit rate of less than 4%.

With TDHCA's approval, AAPFC was able to request a supplemental issuance of tax credits to bring it up to the current 4% floor. Under this program, the tax credits go hand and hand with the tax-exempt bonds. In order to obtain the supplemental credits, additional tax-exempt bonds are required.

Austin Affordable PFC, Inc. requested, and was granted, an inducement for a supplemental issuance of tax- exempt bonds by the Board in December 2022. Soon thereafter, the bond issuance was awarded. Staff asked for approval of final resolutions to close the supplemental issuance in the amount of \$5,000,000. This will also come with an additional tax credit award in the amount of \$4,832,630.

2nd Vice-Chairperson Apostolou moved the Approval of regarding Resolution No. 02802 by the Board of Commissioners of the Housing Authority of the City of Austin approving Austin Affordable PFC, Inc.'s issuance, sale, and delivery of Multifamily Housing Governmental Note (Estates at Norwood Apartments) Series 2023; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 9: Presentation, Discussion, and Possible Action on Resolution No. 02803 by the Board of Commissioners of the Housing Authority of the City of Austin approving Austin Affordable PFC, Inc.'s issuance, sale, and delivery of Multifamily Housing Governmental Note (Bridge at Loyola Lofts) Series 2023; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject

Austin Affordable PFC, Inc. issued bonds for the Bridge at Loyola Lofts (located at 6400 Loyola Lane, Austin 78724) in December 2019 and construction started soon thereafter. The property includes 204 units affordable to families earning 60% AMI and below with family friendly amenities.

The project is financed using the 4% tax credit/tax-exempt bond structure. Unit breakdown: 19 one bedroom/one bath, 79 two bedroom/two bath, 90 three bedroom/two bath and 16 four bedroom/two bath units. All units will be marketed to HACA's Housing Choice Voucher residents.

The year after Bridge at Loyola Lofts closed, Congress passed legislation which raised the floor of the 4% tax credits to a true 4%. Up until 2020, the rate floated and was as low as 3.2%. The tax credits received on this development were based on a tax credit rate of less than 4%.

With TDHCA's approval, AAPFC is able to request a supplemental issuance of tax credits to bring it up to the current 4% floor. Under this program, the tax credits go hand and hand with the tax-exempt bonds. In order to obtain the supplemental credits, we are required to obtain additional tax-exempt bonds.

Austin Affordable PFC, Inc. applied for and was granted a supplemental issuance of tax-exempt bonds. Staff asked for approval of final resolutions to close the supplemental issuance in the amount of \$3,000,000. This will also come with an additional tax credit award in the amount of \$3,750,000.

2nd Vice-Chairperson Apostolou moved the Approval of Resolution No. 02803 by the Board of Commissioners of the Housing Authority of the City of Austin approving Austin Affordable PFC, Inc.'s issuance, sale, and delivery of Multifamily Housing Governmental Note (Bridge at Loyola Lofts) Series 2023; approving the form and substance of and authorizing the execution and delivery of documents and instruments necessary to carry out the financing of such multifamily rental residential development; and containing other provisions relating to the subject. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 10: Presentation, Discussion, and Possible Action on Resolution No. 02804 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Bridge at Canyon View) Series 2023 (the "Bonds") and to take such other actions necessary or convenient to facilitate the development of the Bridge at Canyon View

Austin Affordable PFC, Inc. issued bonds for the Bridge at Canyon View (located at 4506 E. William Cannon, Austin 78744) in December 2019 and construction started soon thereafter. The property includes 215 units affordable to families earning 60% AMI and below with family friendly amenities. The project is financed using the 4% tax credit/tax-exempt bond structure. Unit breakdown: 71 one bedroom/one bath, 54 two bedroom/ two bath and 90 three bedroom/two bath units. All units will be marketed to HACA's Housing Choice Voucher residents.

The year after Bridge at Canyon View closed, Congress passed legislation that raised the floor of the 4% tax credits to a true 4%. Up until 2020, the rate floated and was as low as 3.2%. The tax credits received on this development were based on a tax credit rate of less than 4%.

With TDHCA's approval, AAPFC is able to request a supplemental issuance of tax credits to bring it up to the current 4% floor. Under this program, the tax credits go hand and hand with the tax-exempt bonds. In order to obtain the supplemental credits, we are required to obtain additional tax-exempt bonds.

In December 2022, Austin Affordable PFC, Inc. requested from the Board, and was granted, an inducement for a supplemental issuance of tax-exempt bonds. Austin Affordable PFC, Inc. was awarded the issuance soon thereafter. Staff asked for approval of final resolutions to close the supplemental issuance in the amount of \$4,000,000. This will be accompanied by an additional tax credit award in the amount of \$4,331,780.

Commissioner Carrington moved the Approval of Resolution No. 02804 by the Board of Commissioners of the Housing Authority of the City of Austin approving resolution of Austin Affordable PFC, Inc. providing for the issuance of its Multifamily Housing Revenue Bonds (Bridge at Canyon View) Series 2023 and to take such other actions necessary or convenient to facilitate the development of the Bridge at Canyon View. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

ITEM 11: Presentation, Discussion, and Possible Action on Resolution No. 02805 by the Board of Commissioners of the Housing Authority of the City of Austin authorizing HACA to take the following actions with regard to the Vargas Apartments Phase I ("Phase I") and the Vargas Apartments Phase II ("Phase II", and together with Phase I, the "Developments"), in Austin, Texas: (i) acquire the sites of the Developments; (ii) lease the Development sites to the owner of each Development; and (iii) such other actions necessary or convenient to carry out this Resolution

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with River City Capital Partners (RCCP) on a 6.33 acre tract of land located at 6610 E. Riverside Drive, Austin, TX 78741. This project (Vargas Apartments) will consist of two phases with a total of 700 units. Fifty percent of the units will be affordable to tenants earning less than 80% median family income (10% of those will be designated for 60% median family income).

Battery Global Advisors (BGA) will be used as the equity partner. They are based out of Boston, MA and use a wide variety of private funds to invest in projects located in Opportunity Zones. A larger number of their investors are family investors.

The Board was asked to approve the purchase of land, the transfer of the land into HACA's name, entry into a joint venture partnership with RCCP and BGA, and ground leasing of the land to the joint venture partnerships. This property will be taken back to the Board in two phases once building permits and construction financing are obtained.

BGA will infuse the funds to purchase the land with equity; no debt. Due to the fact that this is a two phase project, the parcel will be condominiumized into two units. HACA will then lease one unit to the Phase I joint venture partnership and lease the other unit to the Phase II joint venture partnership. This will be done to separate the two phases in every aspect including debt and equity.

Phase I of the development will have an estimated 370 units consisting of 314 – one bedrooms, 37 – two bedrooms, and 19 – 3 bedrooms. Phase II of the development will be an estimated 330 units consisting of 280 – one bedrooms, 33 – two bedrooms, and 17 – three bedrooms.

The affordable units at 80% AMI and 60% AMI will be equally distributed in all bedroom sizes. A breakdown of these units will be provided when the two phases are brought back to the Board for approval of construction financing and closing. All units, when complete, will be marketed to HACA's Housing Choice Voucher Program residents.

Commissioner Carrington moved the Approval of Resolution No. 02805 by the Board of Commissioners of the Housing Authority of the City of Austin authorizing HACA to take the following actions with regard to the Vargas Apartments Phase I ("Phase I") and the Vargas Apartments Phase II ("Phase II", and together with Phase I, the "Developments"), in Austin, Texas: (i) acquire the sites of the Developments; (ii) lease the Development sites to the owner of each Development; and (iii) such other actions necessary or convenient to carry out this Resolution. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

EXECUTIVE SESSION

The Board of Directors recessed into Executive Session at 2:13 pm.

The Board returned into open session at 3:05 pm.

HACA **Vice-Chairperson Bailey** reported that instruction in real estate matters were discussed in Executive Session. It was also reported that, during the Executive Session, the terms of **Michael Gerber**, HACA President & CEO's Contract were presented to the full Board following a meeting between **Carl S. Richie, Jr.**, HACA Board Chairperson and HACA General Counsel. The Board approved the terms and agreed to extend and finalize **Mr. Gerber's** contract.

REPORTS

The Board accepts the following reports from the President:

- **Mike Gerber**, HACA President & CEO Announced that the CommunityCare Clinic Grand Opening will be happening in the next 60 days and the Grand Opening for Chalmers West will be scheduled for the Fall.
- **Mr. Gerber** reported that both Meadowbrook and Thurmond Heights scored a 97C on their recent property inspections.
- It was reported that there will not be a Board Meeting in May. The next Board Meeting will be June 15th.

Commissioner Carrington moved to adjourn the meeting. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

The meeting adjourned at 3:10 pm.

Michael G. Gerber, Secretary

Charles Bailey, Vice-Chairperson

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02806

AUSTIN PATHWAYS

ITEM NO. 2.

MEETING DATE: June 15, 2023

STAFF CONTACT: Leilani Lim-Villegas, Director of Community Development

ITEM TITLE: Presentation, Discussion, and Possible Action Regarding Resolution No. 02806: Approval of Contract Renewal for Family Eldercare to continue to provide resident services coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place

BUDGETED ITEM: Yes

TOTAL COST: \$122,623

ACTION

The Board is being asked to approve a one-year contract renewal with Family Eldercare to continue providing resident coordination services.

SUMMARY

Background:

HACA has contracted with Family Eldercare since 2009. Family Eldercare provides the necessary expertise to address elderly and disabled issues with HACA residents, including mental health and aging in place activities. Family Eldercare has consistently met or exceeded their contract outcomes each year.

Process:

Family Eldercare is required to renew their contract on an annual basis to continue to provide resident services coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place. Updated contract has additional COVID-19 protocols.

Staff Recommendation:

Staff recommends that Family Eldercare be awarded a contract renewal to provide service coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place.

ATTACHMENTS:

- ▣ **2023-2024 Family Eldercare Contract**

RESOLUTION NO. 02806

Approval of Contract Renewal for Family Eldercare to continue to provide resident services coordination to elderly and disabled adults at Lakeside, Salina, North Loop, and Gaston Place

WHEREAS, HACA is a public body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low income families, the elderly, the handicapped and the disabled;

WHEREAS, HACA is committed to resident self-sufficiency, quality of life, and educational success and as such promotes programs focused on workforce development and adult education, health and wellness, aging in place, safety and youth enrichment.

WHEREAS, HACA requires a firm with a proven history of effective service coordination and case management services to assist elderly and/or disabled residents at its four elderly/disabled PBRA properties to thrive and age in place in their communities;

WHEREAS, Contractor has provided such services for HACA since 2009 and has worked jointly with HACA to continuously develop and refine the program and to raise funds and solicit grants for its continuation;

WHEREAS, HACA in order to obtain the required services, issued a Request for Proposal, HACA-13-P-0184 inviting proposals from service providers offering to perform the specified work; and

WHEREAS, HACA had only one respondent to its RFP, which was Family Eldercare, whose proposal was evaluated in accordance with the evaluation criteria stated, and who was determined to be a high quality and responsive bidder;

WHEREAS, the Contractor has represented that it is duly qualified and capable of fulfilling all requirements as set forth in this Contract and is willing to provide the necessary goods and services as established herein.

NOW, THEREFORE, BE IT RESOLVED, that the Housing Authority of the City of Austin Board of Commissioners approves the renewal of the Family Eldercare contract from April 1, 2023 through March 31, 2024 in the amount of \$122,623.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

Michael G. Gerber, Secretary

Carl S. Richie, Jr., Chairperson

Contract Number: C-16-P-0207

CONTRACT AGREEMENT

This Contract is between the Housing Authority of the City of Austin having its principal place of business at 1124 S. IH-35, Austin, Texas 78704 (hereinafter referred to as HACA) and Family Eldercare, a Texas non-profit corporation, having its principal place of business at 1700 Rutherford Lane, Austin, Texas 78754 (hereinafter referred to as Contractor). This Contract is effective the day upon which both parties have signed the Contract.

WHEREAS, HACA is a public body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low income families, the elderly, the handicapped and the disabled;

WHEREAS, HACA is committed to resident self-sufficiency, quality of life, and educational success and as such promotes programs focused on workforce development and adult education, health and wellness, aging in place, safety and youth enrichment.

WHEREAS, HACA requires a firm with a proven history of effective service coordination and case management services to assist elderly and/or disabled residents at its four elderly/disabled public housing developments to age in place in their communities;

WHEREAS, Contractor has provided such services for HACA since 2009 and has worked jointly with HACA to continuously develop and refine the program and to raise funds and solicit grants for its continuation;

WHEREAS, HACA in order to obtain the required services abiding by HUD procurement regulations, issued a Request for Proposal, HA A-16-P-0207 inviting proposals from service providers offering to perform the specified work; and

WHEREAS, HACA had only one respondent to its RFP, which was Family Eldercare, whose proposal was evaluated in accordance with the evaluation criteria stated, and who was determined to be a high quality and responsive bidder; reviewed & approved by HUD as a single bidder;

WHEREAS, the Contractor has represented that it is duly qualified and capable of fulfilling all requirements as set forth in this Contract and is willing to provide the necessary goods and services as established herein.

NOW, THEREFORE, in consideration of the foregoing mutual promises, the parties agree to the following:

1. CONTRACTOR'S DUTIES:

- (a) Scope of Services. The Contractor shall furnish all necessary services, labor, materials, tools, equipment & transportation for proper performance of work in accordance with the following documents, which are incorporated by reference into this Contract:

(1) This Contract.

- (2) Negotiated Terms, Attachment A hereto.
- (3) HACA's Key Use & Space Use Agreement, as applicable, Attachment B hereto.
- (4) Contractor's original program proposal

In the event of conflict between this Contract Agreement and the incorporated documents, this Contract Agreement shall be primary, followed by the Negotiated Terms. HACA's Contracting Officer shall resolve any disagreements.

- (b) Supervision. At all times during performance of this Contract and until the work is completed and accepted, the Contractor shall directly supervise the work or assign and have on the work site a competent superintendent who is satisfactory to HACA and has the authority to act for the contractor.
- (c) Confidential Records. Monthly, semiannual, annual and/or ad-hoc reports and Contractor's records regarding its work under this Contract are confidential information, designated confidential to protect the privacy rights of HACA residents. Contractor agrees that this and any additional information designated as confidential by the HACA regarding Contractor's activities will be treated in full confidence and will not be revealed to any other persons, firms and/or organizations without prior approval of HACA, except as required by law. Contractor further agrees to notify HACA immediately if it receives a request for confidential information from any source.
- (d) Background Checks. The Contractor warrants that it is supplying employees/volunteers who have passed a background check(s). The Contractor warrants that its background check will include a screening of employees/volunteers for a professional background search, drivers' license search and national sex offender search.
- (e) Contractor Liability. The Contractor shall be responsible for any and all damages, claims, charges, and costs whether tangible or intangible to persons or property that arises out of or relate to the performance of the Contractor or any other persons/entities under the Contractor control or direction under the Contract.
- (f) Contractor Covenant. The Contractor covenants and agrees to comply with all federal, state and local statutes/regulations relating to ensuring proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

2. **HACA'S DUTIES:** HACA-agrees to the following over the life of the Contract.

- (a) To provide Contractor's staff access to the assigned HACA community room(s) with building alarm codes and building keys, as applicable. Access will be provided so that coordinated activities for residents can be conducted.
- (b) To provide office space that ensures privacy for Contractor's Service Coordinators at the assigned HACA properties.

3. **TERM:** The term of this Contract is 12 months, commencing on April 1, 2023, and ending on March 31, 2024.
4. **INDEMNITY:** The Contractor shall indemnify and hold harmless HACA from any and all liability, loss, charges, costs, fees or damages HACA may suffer as a result of claims, demands, causes of actions, in equity or at law, lawsuits, administrative actions or judgments against HACA arising out of or related to: (1) the performance of the Contract by the Contractor; or (2) the performance of the Contract by persons under the Contractor's control or direction. Contractor agrees to provide a defense for HACA at the Contractor's expense including without limitation, any and all attorney fees, court costs or other fees or costs associated with administrative actions, claims, demands, litigation, mediation, arbitration or the like. HACA, to the extent allowed by the Texas Constitution and Texas Law shall defend, indemnify, and hold harmless the Contractor, its officers, officials, employees, and volunteers, from any and all claims, injuries, damages, losses, or suits including attorney fees arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Contractor.
5. **COMPLETION OF WORK:** The Contractor shall complete all work required within the time frames specified in the Contractor's Plan for Service attached to this Contract.
6. **INDEPENDENT CONTRACTOR:** HACA shall have no responsibility or obligation for worker's compensation, taxes or withholding, benefits or insurance for Contractor's employees. HACA shall have no responsibility for supervision or control over details of Contractor's work.
 7. **RIGHT TO INSPECT AND ACCEPTANCE OF WORK:** The Contractor shall perform inspections to ensure that all work is subject to HACA inspection at all places and all reasonable times before acceptance to ensure strict compliance with the terms of the Contract. If any of the supplies or materials does not conform to Contract requirements, HACA shall have the right to cancel and return the order, at Contractor's expense or determine if items can be utilized and possibly negotiate a fair unit price change with the Contractor.
8. **SUBCONTRACTING:** The Contractor shall not subcontract all or any portion of this Contract without the written consent of HACA.
9. **INSURANCE:** Before commencing work, Contractor shall require its carrier to place HACA on it insurance policy as an additional insured and provide HACA with Certificates of Insurance, from an insurance company authorized to do business in the State of Texas, certifying that Contractor, and HACA, as an additional insured, is covered by commercial general liability insurance with bodily injury and property damage in a minimum amount of \$500,000 per occurrence and that Contractor is covered by automobile liability insurance in the minimum amount of \$500,000 per occurrence. Additionally, the Contractor shall obtain Worker's Compensation insurance in accordance to State law.
10. **WARRANTIES:** Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything

appurtenant thereto. Contractor warrants and affirms that all goods and services provided in the performance of this Contract shall be free of defect.

11. **INTEREST OF HACA MEMBERS:** No member, officer, or employee of HACA and no other public official of such locality who exercises any functions or responsibilities with respect to HACA, shall during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
12. **NOSMOKING POLICY:** Effective September 1, 2015, each of HACA's public property sites is a smoke-free zone. Smoking is strictly prohibited in all areas inside and outside of the HACA properties, buildings, dwelling units and construction sites. Smoking is prohibited on the grounds and common areas, including lawns, parks, courtyards, walkways, and parking lots. Smoking will only be permitted in designated areas. Contractor is required to inform all of its employees, agents and representatives of the HACA smoke-free policy and take all necessary steps to ensure the policy is met. Smoking outside of the designated area at a HACA public housing property by a contractor's employee, agent or representative is considered a breach of this contract. For the purposes of this policy, HACA defines smoking in the following manner: SMOKING means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, e-cigarette, pipe, weed, plant; or other combustible substance in any manner or in any form.
13. **EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.
14. **SECTION 3 REQUIREMENTS:** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), In accordance with the Section 3 clauses set forth at 24 CFR 135.38. The Section 3 clause, 24 CFR 135.38, is attached as "Exhibit A" hereto, and incorporated herewith.
15. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS:** HACA or its duly authorized representatives shall, for three (3) years after the expiration of this Contract, shall have access to and the right to examine the Contractor's books, documents, papers, or other records involving transaction related to this Contract for the purpose of making audit, examination, excerpts, copies and transcriptions.
16. **COMPENSATION:** HACA shall compensate the Contractor in the amounts specified in the Negotiated Terms. Contractor should allow a minimum of 30 days after submitting invoices for payment to allow quality inspection and verification of 100% completion of work submitted for payment.

17. **ASSIGNMENT**: Contractor agrees and covenants that no portion of the Contract may be assigned for any reason without prior written permission of HACA.

18. **FIRMS INELIGIBLE TO RECEIVE STATE OR FEDERAL GRANTS OR LOANS, OR RECEIVE PAYMENTS ON HACA CONTRACTS**

(a) A child support obligor who is more than 30 days delinquent in paying child support and the business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

(1) Receive payments from state or federal funds under a contract to provide property, materials, or services.

(2) Receive a state or federal-funded grantor loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection.

(a) remains ineligible until:

(1) All arrearages have been paid, or;

(2) The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

(c) A bid or an application for a contract, grant or loan paid from state or federal funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

(d) The vendor or applicant certifies that the individual or business entity named in the contract, bid or application, is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.

(e) If HACA determines that an individual or business entity holding a HACA contract is ineligible to receive payment under subsection (a), the contract may be terminated.

(f) If the certificate required under subsection (d) is shown to be false, the vendor is liable for HACA's attorney fees, costs necessary to complete the contract, including cost of advertising and awarding a second contract, and other damages provided by law or contract.

(g) This section does not create a cause of action to contest a Bid or award of a HACA contract.

19. **INTELLECTUAL PROPERTY**: In this Agreement, "Intellectual Property" means any ideas,

discoveries, inventions, applications for patents, patents, designs, and copyrightable works. Unless otherwise identified in writing, Intellectual Property remains in the possession of the independent Contractor. The independent Contractor will provide HACA with access to Intellectual Property at no additional expense to HACA, as it relates to the implementation of the Service Coordination program at HACA properties.

20. NONDISCLOSURE:

- (a) " Confidential Information" means all information and material that either: (i) is expressly identified as "confidential" or "proprietary;" or (ii) relates to HACA's business, operations, assets, financial condition, and affairs, including any technical information, capacity, material requirements, data, designs, drawings, proposals, trade secrets, business methods, names of customers and vendors, marketing plans, computer software (proprietary or otherwise), or price information.
- (b) While performing the Services, the Independent Contractor may have access to Confidential Information. Nothing in this Agreement grants any rights to HACA's property to the Independent Contractor. The Independent Contractor will protect the information and treat it as strictly confidential. The Independent Contractor will not disclose Confidential Information to any third-party individual, corporation, or other entity without HACA's prior written consent. The Independent Contractor, for a period of 2 years from the date of disclosure of the Confidential Information, will maintain the Confidential Information in strict confidence and will not, directly or indirectly, use any Confidential Information except as permitted by this Agreement. This nondisclosure provision survives any termination or expiration of this Agreement for any reason.
- (c) The Independent Contractor does not breach this Agreement if he discloses or uses Confidential Information under the following circumstances: (i) The information is required by law to be disclosed; (ii) HACA gives express written authorization permitting disclosure; or (iii) the information is or becomes public through no fault of the Independent Contractor. The Independent Contractor has the burden of proving any of the exceptions listed in this Section 18.

- 21. CANCELLATION:** HACA reserves the right to cancel this entire Contract if the Contractor fails to perform in accordance with the terms and conditions of this Contract or for any other just cause. If Contractor's services fail to meet the specifications contained herein (including attachments) HACA shall call upon the Contractor to make immediate and satisfactory adjustments and corrections to rectify the problem; failure to do so will be cause for the HACA to cancel this entire Contract or any portion thereof in addition to any other legal rights the HACA may claim. HACA reserves the right to cancel without prior notice if it is determined that the health, safety or welfare of the residents or other persons are at risk.

HACA reserves the right to cancel this Contract for convenience upon 30-calendar day's written notice to the Contractor. The notice shall be effective three (3) days after the posting date with the U.S. Postal Service. The notice shall be hand delivered or sent to the last known address of the Contractor by certified mail, return receipt requested.

The Contractor reserves the right to cancel this entire Contract if HACA fails to perform in accordance with the terms and conditions of this Contract or for any other just cause. If HACA obligations fail to meet the specifications contained herein (including attachments) Contractor shall call upon HACA to make immediate and satisfactory adjustments and corrections to rectify the problem; failure to do so will be cause for the Contractor to cancel this entire Contract or any portion thereof in addition to any other legal rights that Contractor may claim. Contractor reserves the right to cancel without prior notice if it is determined that the health, safety or welfare of the residents or other persons are at risk.

The Contractor reserves the right to cancel this Contract for convenience upon 30-calendar day's written notice to Austin Pathways. The notice shall be effective three (3) days after the posting date with the U.S. Postal Service. The notice shall be hand delivered or sent to the last known address of the Contractor by certified mail, return receipt requested.

- 22. GOVERNING LAW:** This Contract shall be construed under and in accordance with the laws of the State of Texas. The laws of the State of Texas shall govern its validity and the interpretation of its terms. If any provisions of this contract are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.
- 23. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 24. DISPUTES:** It is HACA's policy to resolve all contractual issues informally at the HACA level, without litigation. All claims by Contractor relating to the performance of this Contract shall be submitted in writing to the Contracting officer or designee, who shall issue a written decision on the matter. When appropriate, HACA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. If necessary, the parties may use mediation.
- 25. CONTRACTING OFFICER:** For purposes of this Contract, the Contracting Officer for HACA or his/her designated representative shall be named in writing, and provided to the Contractor, as needed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by the following parties this 1st day of April, 2023.

Michael Gerber
President & CEO
Housing Authority of the City of Austin
1124 S. IH'35
Austin, Texas 78704

Dr. Aaron Alarcon
Chief Executive Officer
Family Eldercare 1700 Rutherford
Lane Austin, Texas 78754

Contract# CD16-FE1

Family Eldercare

Contract Dates: April 1, 2023 and ending March 31, 2024.

Amount of Contract: **\$122,623 per year**

4) Negotiated Terms:

Contractor's Scope of Services -The Contractor shall furnish all necessary, labor, materials, tools, equipment and transportation necessary for proper performance of the work, as outlined below, beginning April 1, 2023 and ending March 31, 2024, based on continued funding availability:

DEFINITIONS

Eligible Residents: Persons served under this agreement must be a current resident of the identified properties. The Contractor is obligated to give priority for service coordination and case management services to residents age 55 and above. Non-elderly residents will be provided supportive counseling and referral as allowed.

Elderly/Disabled Public Housing Developments: Lakeside Apartments, North Loop Apartments, Gaston Place Apartments, Salina Apartments. Residents of Salina and Rosewood Apartments are served by the Pathways Contract Service Coordinator as long as that contract remains in effect. If the Pathways Contract is terminated, service terms to residents of Salina Apartments and Rosewood Apartments will be re-negotiated.

Service Coordinator: Provides information and referrals to residents in a community who need supportive services to maintain self-sufficiency. Service coordinators for adults who are elderly or disabled specialize in helping resident's access supportive services to allow them to maintain their independence and remain in their homes and avoid premature admission to more costly institutionalized care. The Service Coordinator functions as an advocate, case manager, counselor, community builder, and educator.

Service Coordination Pro ram: A program that facilitates aging in place through needs assessments, service coordination, short term case management, promoting resident education and skills through evidence-based educational seminars, promoting resident engagement in community and leadership opportunities. The goals of the Service Coordination program are to ensure that the resident's basic needs are met, that they are safe from harm, and that they are able to thrive in a supportive community and maintain a quality of life as they age in place.

RAD/PrOperty Redevelopment: The Rental Assistance Demonstration (RAD) program is a tool provided by the U.S. Department of Housing and Urban Development (HUD) to public housing agencies like HACA make upgrades to housing properties and improve residents' lives.

The Resident Protection Team (RPT) was formed by HACA to provide personalized support and to ease resident anxiety throughout the relocation process.

Healthy Connections Programming (formally Living Well!): HACA and Contractor have a Memorandum of Understanding in effect (4/22/2014) that allows for the provision of healthy aging programs and transportation to residents of the Elderly/Disabled housing properties. They are scheduled in response to the needs and interests of residents, to address factors that impact premature institutionalization such as falls and mobility and chronic diseases. These programs will be supplemented with regularly scheduled classes and activities that promote health and wellness, encourage learning, and offer opportunity for socialization and recreation. These services are supervised by Family Eldercare. Provision of Healthy Connections programs is not guaranteed and may be limited by availability of funding.

Contractor agrees to provide the following over the life of this agreement:

A. Personnel:

1. The Contractor will provide three employees to perform the functions of Service Coordinator for the designated HACA properties (Lakeside, North Loop, Gaston Place and Salina). The current funds available through Family Eldercare to support the work are equivalent to approximately one and a half full-time employees. The Contractor may combine staff efforts of staff performing under this contract with staff efforts of staff performing under the Pathways contract for complex cases with time sensitive needs (Ex: Bed bugs, Health and Safety Risks, multiple health conditions)
2. The Contractor shall designate a supervisor to serve as primary point of contact between the Contractor, HACA program manager and the property-based staff, and be responsible for the performance of the Contractor's obligations under this Agreement.
3. Contractor will provide a designated staff person to participate in the Resident Protection Team.
4. HACA shall have the right, at any time, to request the removal of any employee of the Contractor whom HACA deems to be unsatisfactory. Upon such request, the Contractor shall promptly replace such employee with a qualified substitute. In the event such a request is disputed by the Contractor and/or HACA, all parties agree to resolve the issue in compliance with the Dispute clause (Contract: Section 24). HACA shall not have the authority, on behalf of the Contractor or otherwise, to discharge, promote, suspend or otherwise discipline any employee of the Contractor assigned to perform Services under this Agreement.
5. Contractor shall comply with mandatory reporting requirements of the Texas Human Resources code, Chapter 48. Contractor will provide written notification of at-risk older adult residents to HACA property-based staff, including the name and condition of such individuals, within one working day of identification. E-mail with confirmation of receipt is sufficient for written notification.

B. Scope of Work: The Service Coordinator(s) designated by the Contractor will:

1. Become familiar with housing industry regulations and laws concerning tenancy in the housing facility including the Fair Housing Act and 504 regulations (reasonable accommodation).
2. Unless prohibited by law or professional ethical standards, the Service Coordinator will inform HACA property management staff of any resident incident or issue which adversely impacts the facility, or the safety/security of the facility and its residents. (See "Confidentiality Agreement" form -AttachmentA-1).
3. Maintain specified office hours as decided upon between the Contractor representative and the property representative based on resident needs. A weekly work schedule should be in writing, and changes in schedule should be discussed and shared with the property representative prior to implementation.
4. Ensure privacy and confidentiality of resident files, including the acquisition of written releases from residents with respect to the disclosure of personal information, in a form that complies with all applicable state and federal requirements.
5. The Contractor will work cooperatively with HACA to provide residents with educational opportunities that will promote healthy aging and aging in place. Provide updates to property staff and Wellness Specialists on planned educational sessions, Contractor meetings, and/or weekly schedule changes.
6. Work jointly with the Property staff, Wellness Specialists, and/or ROSS Specialists to help address issues that may threaten a resident's tenancy such as poor sanitation or inappropriate conduct. Advise the Property Manager of potential changes in resident behavior which may interfere with his or her residency in the property (for example, non-compliance with lease).

7. The Contractor shall prepare and submit monthly service reports to HACA. Fill out and distribute appropriate reports in a timely fashion and document appropriate information in resident files, in accordance with American Association of Service Coordination guidelines.
8. Report any suspected cases of abuse, neglect, or exploitation to appropriate public agency in accordance with the Contractor policy. Unless prohibited by law or ethical standards, inform Property Manager of such reports.
9. Inform all residents of the availability and purpose of the Service Coordinator position. Advise residents and families of service options but do not force residents to accept the assistance of the Service Coordinator or the services of outside providers.
10. Monitor the effectiveness of services provided to the residents and inform the HACA Director of Community Development of any issues related to those services.
11. Address needs of residents related to the COVID-19 pandemic, including conducting COVID-19 risk assessments.

C. HACA Duties

HACA agrees to the following over the life of this agreement:

1. HACA will provide Contractor with lists of all HACA residents at the designated Elderly/Disabled properties (Lakeside, North Loop, Gaston Place, Salina). The list shall include date of birth, gender, ethnicity, race, income.
2. Assist with program outreach, informing residents at participating properties of the services available to them.
 - i. Assist in identifying and referring older adults in need of services to the Service Coordinator. Introduce the Service Coordinator to residents, families and community partners providing services to residents at the designated properties.
 - ii. Provide information to contractor to assist Contractor in identifying older adults at risk of abuse, neglect or at risk for institutional placement.
3. Maintain ongoing contact with Family Eldercare Supervisor and Service Coordination staff with regard to program implementation, collaboration, information and other needs.
4. Provide designated staff to incorporate Healthy Connections programs into monthly property calendar.
5. Communicate at least monthly, and on an as-needed basis, with the Service Coordinator regarding resident updates, planned events and activities, and contact with other community-based organizations.
6. HACA will keep contractor informed of RAD activities that impact contractor's ability to perform scope of work in according to this contract.
7. Collaborate in identifying and securing funding for services offered through the Service Coordination Program.
8. Provide access to client files and tenancy history, subject to client agreement to release of information.

9. Property Managers at designated properties will:

- i. Communicate at least monthly and on an as-needed basis with the Family Eldercare Service Coordinator regarding facility updates.
- ii. Allow the Family Eldercare Service Coordinator limited access to resident files on an as-needed basis, provided that the appropriate releases of information are secured from the residents.
- 111. Inform the Family Eldercare Service Coordinator of changes in the residents' condition that may impact the residents' ability to stay in housing and meet lease obligations, provided that the appropriate releases of information is secured/resecured from the residents:

10. Additional obligations of HACA are:

- i. Provide the following in-kind contributions: Office space that ensures privacy and furniture at Gaston Place, Lakeside, North Loop, Salina. Direct access to copy equipment, fax machines, and scanners, office supplies and support for other elderly resident programming provided by HACA.
- ii. Cooperate with Contractor in monitoring and/or conducting audits or providing data required for reporting to project funders.
- iii. Cooperate with the Contractor in completing service reports for funders.
- iv. Collect and report information on matching funds contributed to the project in accordance with funder reporting schedule.
- v. Coordinate quarterly meetings between HACA staff and Family Eldercare staff at each of the participating properties and coordinate twice yearly meetings between Family Eldercare staff and HACA Resident Wellness Specialists.

Both parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in the agreement.

D. Supplemental Procedures for Bed Bugs and Other Health and Safety Concerns (implemented 4/30/19)

BACKGROUND

Family Eldercare (FEC) and the Housing Authority of the City of Austin (HACA) partner in providing housing and services to elderly and disabled residents, and in particular in helping residents to age in place, with the goal of allowing residents to maintain independence and avoid premature admission to costlier institutionalized care. This partnership is outlined in a contract between the two parties. Housekeeping, clutter (hoarding), and pest management issues, such as bed bugs, have been identified as important health and wellness concerns. These are also issues that could present a potential barrier for aging in place and maintaining independent living. Moreover, there is an increased risk of infestations for populations living in higher density affordable housing communities. Effective treatment for such infestations can be expensive, time-consuming, and require action and cooperation between the residents, owner/management, and the pest control contractor. The resident's part in improving living conditions and in pest treatment often involves substantial effort or preparation and may include cleaning and moving tasks beyond the ability of some elderly or disabled residents. Elderly and disabled residents may also encounter challenges in maintaining their apartments to a level of cleanliness and free of clutter as needed to deter the recurrence of an infestation.

PURPOSE

These procedures provide guidelines for FEC and HACA staff to follow in collaborating to identify households who are at risk of losing their housing due to health and safety concerns. They also provide guidelines in collaborating to ensure vulnerable elderly and disabled residents are able to fulfill their portion of responsibility in maintaining healthy living conditions and in the effective treatment and eradication of pests. These procedures may apply to various health and wellness or safety concerns

experienced by residents and are to be carried out subject to the Contract Agreement between FEC and HACA.

PROCEDURES

Information Sharing

Since effective pest/bedbug treatment and healthy living conditions require participation of multiple parties, it is essential to establish and maintain effective communication. For that reason, the following practices for sharing information are incorporated:

Through the course of resident interaction and/or home visits; a Family Eldercare (FEC) staff member may become aware of an infestation or other conditions in the home that do not meet the guidelines of HACA's inspection standards. When a FEC staff member becomes aware of a potential infestation or other health hazard, he/she must report this to the HACA Property Manager or Assistant Manager. This is so management staff can quickly address the matter, such as by scheduling an appropriate HACA-approved pest control contractor to assess and then treat as needed.

If a HACA staff member becomes aware of a resident having an age or disability-related barrier to full cooperation with regard to infestation treatment or cleaning/decluttering, HACA staff will refer the resident to FEC using a referral form. The HACA staff member will explain to FEC what lease requirement the resident is not complying with, and will list any lease enforcement actions (violation/s, eviction) issued or pending.

If HACA requests information needed for lease enforcement actions related with bedbug infestations, FEC will provide a copy of the completed referral card or other documentation indicating if the resident is receiving assistance or has refused service or not responded to contacts. This may be important if HACA needs to pursue eviction in case of a bedbug infestation in which the resident is not cooperating or complying with their requirements. The above information-sharing procedures may also apply to other health and wellness or safety concerns, such as conditions in the home that do not meet the guidelines of HACA's inspection standards, criminal activity, and other lease violations that may adversely affect the resident, the facility, and other residents or staff.

Collaborative Action

Housing Authority (HACA) and Family Eldercare (FEC) staff play different, but complimentary roles in nudging the resident to fulfill their part in addressing bedbug/other pest infestations, as well as other lease requirements affecting health, wellness and safety.

HACA staff are in charge of enforcing lease requirements and policies, as well as ensuring that residents are aware of their responsibilities. HACA staff are also responsible to ensure pest control contractors are procured to assess and treat infestations. If it becomes clear to HACA staff that age or a disability is a barrier to the resident fulfilling his/her requirements, the Property Manager should refer the resident to FEC as outlined above in Information Sharing. To encourage the resident to accept help, HACA housing staff must stress to the resident the consequences, such as lease violations and up to eviction, for failing to cooperate in the treatment process.

FEC staff are in charge of helping the resident overcome barriers to fulfilling their lease responsibilities, and in the case of bedbugs with regards to housekeeping, de-cluttering, and general preparation for bedbug treatment and prevention of recurrence. This involves assessment of the age and disability-related barriers, and may involve counseling and direct assistance, frequently in the form of referrals to additional resources for help. As noted above in Information Sharing, FEC staff must also, upon request, provide HACA with documentation on the resident's cooperation or lack thereof in accepting assistance for lease compliance. Note that specific preparation requirements for bedbug treatment may vary according to the level and type of infestation. Specific requirements are assessed and provided by the professional pest control contractor. In some cases, substantial de-cluttering, moving furniture and belongings, etc. may be required. Additionally, in more extreme cases, such preparation may be required more than once. In some instances, there may be a longer-term hoarding issue that would prevent effective treatment. If needed, FEC staff may contact the pest management contractor directly to gain understanding of exact preparation requirements.

HACA and FEC staff will collaborate in educating residents about pest management and bedbugs/ treatment/prevention. in particular. This may be via joint resident education meetings and via individual infestation occurrences, as needed. Likewise, both will coordinate in educational cross trainings so that both sides develop a more complete understanding of the issues and processes involved. FEC will provide quarterly educational workshops to residents specific to these issues. The above collaborative action procedures may also apply to other health and wellness or safety concerns, such as extremely poor housekeeping/hoarding, criminal activity, and other lease violations that may adversely affect the resident, the facility, and other residents or staff.

Early and Timely Intervention

Due to the nature of infestations, both parties understand that timely coordination is essential to prevent worsening infestations and their spread to other homes. Likewise, early intervention is also key; the sooner a pest/bedbug or other health and wellness/safety issue is identified and treated, the better for all. Therefore, both parties will endeavor to prioritize their actions and communications with regards to treating, reducing, and eliminating these pests, and addressing other health and safety issues.

Funding

FEC and HACA will offer monetary, assistance as their budget and grants allow. Both organizations will continue to partner in seeking additional funds needed for supporting these initiatives.

Compensation shall be paid to the contractor based on one twelfth of the contracted amount per month for the length of the contract. Contractor invoices must be accompanied by a monthly report of services provided. Invoices will not be paid without a monthly report attached. Compensation for this contract is scheduled as **twelve, monthly payments of \$10,218.58 (April 2023 to March 2024)**. HACA will only pay for services that are verified on the corresponding monthly report.

Exhibit A to Contract between HACA and Contractor
Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

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projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02807

AUSTIN AFFORDABLE HOUSING CORPORATION

ITEM NO. 3.

MEETING DATE: June 15, 2023

STAFF CONTACT: Suzanne Schwertner, Director of Development

ITEM TITLE: Presentation, Discussion, and Possible Action on Resolution No. 02807 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to The Rhett (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to approve Resolution No. 02807: Resolution by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to The Rhett (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

SUMMARY

Background:

Austin Affordable Housing Corporation is being presented with an opportunity to partner with Saigebrook Development (“Saigebrook”) and O-SDA Industries (“O-SDA”) on a certain 5-acre tract of land located at 1000 East Yager Lane, Austin, Texas 78753. The Board was originally presented this property in February 2023 for approval to submit a tax credit application. The Rhett received a Bond reservation through TDHCA (as issuer) and Zydeco Development Corporation (“Zydeco”) as the developer. Zydeco does not have experience in Tax Credit/Bond financed development, so they are selling the property to Saigebrook and O-SDA to develop in partnership with AAHC/HACA. Several developers bid on the property, but none could make the financial model work due to the deep affordability requirements associated with participating in the Affordability Unlocked program.

This property is located in the Tech Ridge area which is primarily single-family homes with a mix of retail, restaurants, high-density residential and office/tech manufacturing. Dell’s headquarters are north of the site located between Parmer Lane and Tech Ridge Blvd. The site is surrounded on three sides by single-family

homes and a shopping center on the fourth side.

Process:

The project (“The Rhett”) will consist of 215 family apartment units serving tenants at or below 30%, 50%, 60% and 80% of median family income. The lender will be Community Bank of Texas/Stellar Bank and will finance both the tax-exempt bond piece of \$30,750,000 and a taxable tail in the amount of \$12,000,000. Austin Housing Finance Corporation will finance a loan of \$6,400,000 through its Rental Housing Development Assistance Program (RHDA). TDHCA will finance a loan of \$2,375,000 through its HOME American Rescue Plan (ARP) program. The Federal Home Loan Bank (FHLB) will finance a loan in the amount of \$850,000 under its Affordable Housing Program (AHP). Hudson Housing will be the investor buying the tax credits for \$.87.

The Rhett will serve Copperfield Elementary, Westview Middle School and Connally High School in the Pflugerville ISD. Part of the operations of the apartment will be an after-school learning center that offers a minimum of 15 hours of weekly organized, on-site educational services provided to elementary, middle and high school children.

The Rhett will benefit HACA and AAHC with deep affordability (units down to 30% AMI), after-school care for elementary, middle school and high school students, and close proximity to the Parmer Lane corridor and Tech Ridge area with abundant and increasing job opportunities.

Unit breakdown:

30% AMI (17 units):	
	6 – one bedroom/one bath
	9 – two bedroom/two bath
	2 – three bedroom/two bath
50% AMI (56 units):	
	22 – one bedroom/one bath
	23 – two bedroom/two bath
	11 – three bedroom/two bath
60% AMI (103 units):	
	26 – one bedroom/one bath
	45 – two bedroom/two bath
	32 – three bedroom/two bath
80% AMI (39 units):	
	13 – one bedroom/one bath
	16 – two bedroom/two bath
	10 – three bedroom/two bath

All units will be marketed to qualifying tenants of HACA’s Housing Choice Voucher residents. This approval will allow us to complete the financing and closing of the property.

Staff Recommendation:

Staff recommends approval of Resolution No. 02807.

RESOLUTION NO. 02807

Resolution authorizing the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to The Rhett (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this resolution

WHEREAS, Austin Affordable Housing Corporation (“AAHC”) has agreed to participate in the acquisition and construction of the Development;

WHEREAS, AAHC is the sole member of AAHC Rhett GP, LLC, a Texas limited liability company, which in turn is the general partner of The Rhett, LP, a Texas limited partnership (the “Owner”);

WHEREAS, in connection with the Owner’s development of the Development, the Authority has agreed to acquire approximately 5 acres of real property in Austin, Texas (the “Land”), which constitutes the site for the Development, and to simultaneously lease the Land to the Owner under a long-term ground lease (the “Ground Lease”);

WHEREAS, in connection with the Owner’s financing of the Development, the City of Austin will require the Authority and the Owner to enter into an Amended and Restated Affordability Unlocked Land Use and Restrictions Agreement (the “AU Agreement”);

NOW, THEREFORE, the Board of Commissioners of the Authority hereby approves and adopts the following resolutions, and hereby authorizes its Chief Executive Officer (or the Chief Executive Officer’s designee) to do the following:

1. Acquire the Land and enter into the Ground Lease with the Owner.
2. Review, execute and approve the Ground Lease, the AU Agreement, and all such other documents necessary to effectuate the acquisition of the Land, execution of the Ground Lease and the Owner’s acquisition of the Development, including but not limited to such deeds of trust, security instruments, estoppel certificates and other documentation or agreements as any lender providing acquisition and/or construction financing to the Owner may require, all on such terms and containing such provisions as the Chief Executive Officer (or his designee) shall deem appropriate, and the approval of the terms of each such instrument shall be conclusively evidenced by his execution and delivery thereof.

This resolution shall be in full force and effect from and upon its adoption.

[End of Resolution]

PASSED, APPROVED AND ADOPTED this 15th day of June, 2023.

CHAIRMAN

ATTEST:

SECRETARY

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02808

ASSISTED HOUSING

ITEM NO. 4.

MEETING DATE: June 15, 2023

STAFF CONTACT: Lisa Garcia, Vice President of Assisted Housing

ITEM TITLE: Presentation, Discussion, and Possible Action regarding Resolution No. 02808: Authorizing HACA to project-base eight (8) Veteran Affairs Supportive Housing (VASH) vouchers in response to a Request for Proposals issued on April 27, 2023

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

Motion to Approve Resolution No. Authorizing HACA to enter into an agreement to enter into a Housing Assistance Payments (HAP) Contract with the Rhett, LP, a partnership with O-SDA Industries, LLC, Saigebrook Development, LLC, and Austin Affordable Housing Corp (AAHC) serving as general partner, to project-base eight (8) VASH Housing Choice Vouchers at the Rhett located at 1000 E Yager Ln., Austin TX 78753.

SUMMARY

Background:

In response to a Request for Proposal issued on April 27, 2023, O-SDA Industries, LLC and Saigebrook Development, LLC, with Austin Affordable Housing Corporation serving as a general partner, requested eight project-based VASH vouchers for the Rhett, LP.

The Rhett is a 215-unit mixed-income community located at 1000 East Yager Lane, Austin, TX 78753, that will begin construction in 2023. The Rhett will include 67 one-bedroom units, 93 2-bedrooms, and 55 3-bedroom units.

Process:

On April 27, 2023, HACA issued a Request for Proposals to project-base 85 Veteran Affairs Supportive Housing (VASH) vouchers. The RFP closed on May 29, 2023, and HACA received one proposal for the Rhett, LP from O-SDA Industries, LLC and Saigebrook Development, LLC, with Austin Affordable Housing Corporation serving as the general partner.

Staff Recommendation:

Staff recommends allocating eight (8) project-based VASH housing choice vouchers to the Rhett, LP a

partnership with O-SDA Industries, LLC and Saigebrook Development, LLC, with Austin Affordable Housing Corporation serving as the general partner.

This approval is contingent on HUD's approval of the selection process, a requirement because AAHC is the general partner and a subsidiary of HACA.

RESOLUTION NO. 02808

**Authorizing HACA to Project-Base
Eight (8) Veteran Affairs Supportive Housing (VASH) Housing Choice Vouchers**

WHEREAS, HUD regulations allow communities that are participating in the Housing Choice Voucher Program to project-base up to 20 percent of its allocated vouchers, plus an additional 10% above the 20 percent program limit, to units designated to serve people experiencing homelessness or veterans;

WHEREAS, HACA's Housing Choice Voucher Programs Administrative plan authorizes HACA to project-base up to 20 percent of its allocated vouchers, plus an additional 10% above the 20 percent program limit, to units designated to serve people experiencing homelessness or veterans;

WHEREAS, the Housing Authority issued a Request for Proposals on April 27, 2023, soliciting from developers/owners to provide rental units under the project-base voucher program to serve vulnerable homeless veterans with a "housing first" approach;

WHEREAS, The Rhett, LP is a collaboration with O-SDA Industries, LLC, Saigebrook Development, LLC, and Austin Affordable Housing Corporation as the sole member of AAHC Rhett, GP, LLC, serving as the general partner. The Rhett, LP submitted a proposal requesting eight (8) project-base vouchers for the Rhett located at 1000 E Yager Ln., Austin TX 78753; and

WHEREAS, it is the recommendation of the President & CEO for the Housing Authority of the City of Austin to enter into an agreement to enter into a Housing Assistance Payments (HAP) Contract with the Rhett, LP, a partnership with O-SDA Industries, LLC, Saigebrook Development, LLC, and Austin Affordable Housing Corp (AAHC) serving as general partner, to project-base eight (8) VASH Housing Choice Vouchers at the Rhett located at 1000 E Yager Ln., Austin TX 78753.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the City of Austin's Board of Commissioners approve the Housing Authority of the City of Austin to enter into an agreement to enter into a Housing Assistance Payments (HAP) Contract with the Rhett, LP a partnership with O-SDA Industries, LLC, Saigebrook Development, LLC, and Austin Affordable Housing Corp (AAHC) serving as general partner, to project-base eight (8) VASH Housing Choice Vouchers at the Rhett located at 1000 E Yager Ln., Austin TX 78753.

This approval is contingent on HUD's approval of the selection process, a requirement because AAHC is the general partner.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

Carl S. Richie, Jr., Chairperson

Michael G. Gerber, Secretary

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02809

AUSTIN AFFORDABLE HOUSING CORPORATION

ITEM NO. 5.

MEETING DATE: June 15, 2023

STAFF CONTACT: Ron Kowal, Vice President of Housing Development/Asset Mgmt

ITEM TITLE: Presentation, Discussion, and Possible Action on Resolution No. 02809 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bridge at Tech Crossing Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to approve Resolution No. 02809: Resolution by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bridge at Tech Crossing Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

SUMMARY

Background:

Austin Affordable Housing Corporation (AAHC) has been presented an opportunity to partner with Belveron Partners to purchase a 288 unit multi-family rental property called Tech Junction Apartments. The development is located at 13624 Dessau Road, Austin, Texas 78753. This would be the seventeenth (17th) asset AAHC and Belveron Corporation have purchased together. This asset is located in the rapidly growing tech HUB of Austin.

AAHC’s proposed partner, Belveron Corporation prides itself on long term preservation of workforce housing. Located out of San Francisco, Belveron is a privately held investment firm with a current portfolio of more than 30,000 units across the United States. Founded in 2006, Belveron has invested in more than 220 properties in 32 states. AAHC works with the Managing Partner, Paul Odland, and Senior Portfolio Manager, Josh Plattner.

The Tech Junction Apartments were built in 2022 and sits on 8.98 acres. Some of the property amenities

include a resort-style swimming pool with lounge seating and cabanas, elegant clubhouse with gathering spaces and full conference room, full kitchen, a billiards lounge and coffee bar, and business center. Residents also enjoy the expansive fitness center, a large pet park with washing station and additional covered parking. The property feeds into the Pflugerville Independent School District and Dessau and Delco Elementary School, Dessau Middle School and John B. Connally High School.

This is an important transaction to HACA and AAHC as we have seen this part of Austin continue to displace the affordable community. This partnership will preserve this asset and add deeper affordability for our current voucher holders and the residents that reside in this area. Being so close to many major employers in and around this location, AAHC and Belveron can provide some stable and affordable housing to those stakeholders that are threatened with rising rent costs. This property is home to many individuals and families who work in and around the area with no current affordability in place.

Below is a breakdown of the many variations of unit sizes. The property is currently 96% occupied and rents currently range from \$1,370 for a one bedroom to \$2,221 for a three bedroom.

162 one bedroom/one bath	545 square feet to 773 square feet
102 two bedroom/two bath	1,007 square feet to 1,100 square feet
24 three bedroom/two bath	1,293 square feet

Process:

The purchase price for the Tech Junction Apartments is \$73,500,000. Belveron will be investing approximately \$20,000,000 as a down payment. In addition, \$1,200,000.00 for future capital needs will also be set aside. Bellwether will be providing a Freddie Mac or Fannie Mae permanent loan with a not to exceed loan amount of \$58,800,000 at a rate of approximately 5.50% with a 35-year amortization. A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. The property is currently 96% occupied. AAHC and Belveron are committed to providing 10% of the affordable units at 60% AMI and marketing units to all voucher holders. The property will be managed by Apartment Management Professionals. The new name for the property will be Bridge at Tech Crossing Apartments.

Staff Recommendation:

Staff recommends approval of Resolution No. 02809.

RESOLUTION NO. 02809

Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to the Bridge at Tech Crossing (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this resolution

WHEREAS, Austin Affordable Housing Corporation (“AAHC”) has agreed to participate in the acquisition and rehabilitation of the Development;

WHEREAS, in connection therewith, the Housing Authority of the City of Austin (“HACA”) has agreed to acquire certain real property in Austin, Texas (the “Land”), which constitutes the site for the Development, and to simultaneously lease the Land to TJ Borrower, LP, a Delaware limited partnership whose general partner is controlled by an affiliate of AAHC (the “Owner”) under a long-term ground lease (the “Ground Lease”);

NOW, THEREFORE, the Board of Commissioners of HACA hereby approves and adopts the following resolutions, and hereby authorizes its Chief Executive Officer (or the Chief Executive Officer’s designee) to do the following:

1. Acquire the Land and enter into the Ground Lease with the Owner.
2. Review, execute and approve the Ground Lease and all such other documents necessary to effectuate the acquisition of the Land, execution of the Ground Lease and Owner’s acquisition of the Development, including but not limited to such security instruments and estoppel certificates as any lender involved with the Development may require, all on such terms and containing such provisions as the Chief Executive Officer (or his designee) shall deem appropriate, and the approval of the terms of each such instrument shall be conclusively evidenced by his execution and delivery thereof.

This resolution shall be in full force and effect from and upon its adoption.

[End of Resolution]

PASSED, APPROVED AND ADOPTED this 15th day of June, 2023.

CHAIRMAN

ATTEST:

SECRETARY

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02810

AUSTIN AFFORDABLE HOUSING CORPORATION

ITEM NO. 6.

MEETING DATE: June 15, 2023

STAFF CONTACT: Suzanne Schwertner, Director of Development

ITEM TITLE: Presentation, Discussion, and Possible Action on Resolution No. 02810 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take such actions necessary or convenient to facilitate the development of Airport Crossing, a multifamily housing development (the “Project”)

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to approve Resolution No. 02810: Resolution by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take such actions necessary or convenient to facilitate the development of Airport Crossing, a multifamily housing development (the “Project”).

SUMMARY

Background:

Austin Affordable Housing Corporation is being presented with an opportunity to partner with The NRP Group on a certain 9.43 acre tract of land located within the Austin city limits at 6101 Ross Road, Austin, Texas 78617. This property was originally presented to the Board in August 2021 (after a year of work) structured as a 4% tax credit/bond project. It was not awarded bonds in the bond lottery in early 2022, but was put on the wait list. It eventually received a bond reservation at the end of 2022. By this time, the project did not work under this structure since construction costs had increased too much and there were infeasible gaps that we could not fill.

NRP worked with us to hold the reservation through the beginning of 2023. By holding it into 2023, when the bond reservation was returned, the \$ amount of bonds stayed with Austin Affordable PFC to be used on other projects. We were able to use these funds for supplemental bond issuances for four of our other projects (which you saw in the last couple months). Pathways at Rosewood Courts which had failed the required 50% test at its initial closing benefited from this pool of funds by receiving an additional bond issuance to fix this required calculation.

Airport Crossing is currently being presented to you as a workforce housing project under the PFC model. It will consist of 256 family apartment units serving tenants between 60% of median family income and market

rate. This property will serve the following schools: Popham Elementary, Del Valle Middle School and Del Valle High School. The nearest property in AAHC’s current portfolio is Woodway Village and Franklin Park northwest of the subject property.

Process:

The development will use debt through Frost Bank not to exceed \$43,000,000 and equity through PointOne not to exceed \$23,000,000. The planned development will consist of 164 one bedroom/one bath units and 92 two bedroom/two bath units. This project will benefit HACA/AAHC with some much needed apartment units and affordable units in this area where the majority of properties are single family homes that are owned.

Unit breakdown:

60% AMI (26 units):	
	17 – one bedroom/one bath
	9 – two bedroom/two bath
80% AMI (102 units):	
	65 – one bedroom/one bath
	37 – two bedroom/two bath
Over 80% AMI (128 units):	
	82 – one bedroom/one bath
	46 – two bedroom/two bath

All units will be marketed to qualified tenants under HACA’s Housing Choice Voucher program. This approval will allow us to proceed with loan and equity approval and then on to closing.

Staff Recommendation:

Staff recommends approval of Resolution No. 02810.

RESOLUTION NO. 02810

Resolution authorizing the Housing Authority of the City of Austin (the “Authority”) to take such actions necessary or convenient to facilitate the development of Airport Crossing, a multifamily housing development (the “Project”)

WHEREAS, the Authority has created South Congress Public Facility Corporation, a Texas nonprofit public facility corporation (the “**PFC**”), to assist in the development of multifamily housing developments such as the Project;

WHEREAS, the Authority desires for the PFC to purchase the real property on which the Project will be constructed (the “**Land**”) by Airport Crossing L.P., a Delaware limited partnership (the “**Partnership**”) pursuant to an earnest money contract;

WHEREAS, the PFC desires to lease the Land to the Partnership pursuant to a lease agreement (the “**Lease**”) to facilitate construction and operation of the Project by the Partnership, including the placement of affordable housing units and market rate units at the Project;

WHEREAS, the PFC desires to enter into a regulatory agreement with the Partnership providing that at least 50% of the units in the Project are made available for rental to persons of low and moderate income (the “**Regulatory Agreement**”);

WHEREAS, the PFC will serve as a limited partner of Airport Crossing Holdco LP, a Delaware limited partnership, which (i) serves as a partner of Airport Crossing Apt LP, a Delaware limited partnership, which serves as the limited partner of the Partnership (the “**Limited Partner**”) and (ii) serves as the sole member of NRP Airport GP, LLC, a Delaware limited liability company (the “**General Partner**”), which is the general partner of the Partnership; and

WHEREAS, the Partnership will obtain a loan in an original principal amount not to exceed \$43,000,000 (the “**Construction Loan**”) from Frost Bank (the “**Lender**”) to finance the Project and, in connection with the making of the Construction Loan, Lender may require PFC to execute a fee and leasehold deed of trust and to join in the execution of documents evidencing and/or securing the Construction Loan (collectively, the “**Loan Documents**”).

NOW, THEREFORE, in connection with the foregoing, the Board of Commissioners of the Authority hereby adopts the following resolutions:

BE IT RESOLVED, that the Chief Executive Officer of the Authority and/or his designee is hereby authorized to review, approve and execute all certificates, affidavits, agreements, leases, company agreements, documents and other writings, including the Loan Documents, the Lease and the Regulatory Agreement (collectively, the “**Agreements**”) the Chief Executive Officer or his designee shall deem to be necessary or desirable in the consummation of the transactions and the formation of the entities herein contemplated;

BE IT FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior hereto by the Chief Executive Officer of the Authority or his designee, in connection with the foregoing matters are hereby ratified and confirmed as the valid actions of the Authority, effective as of the date such actions were taken; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer and his designee are hereby authorized and directed for and on behalf of, and as the act and deed of the Authority, to take such further action in the consummation of the transactions herein contemplated and to do any and all other acts and things necessary or proper in furtherance thereof, as the Chief Executive Officer or his designee shall deem to be necessary or desirable, and all acts heretofore taken by the Chief Executive Officer and his designee to such end are hereby expressly ratified and confirmed as the acts and deeds of the Authority.

This resolution shall be in full force and effect from and upon its adoption.

[End of Resolution]

PASSED, APPROVED AND ADOPTED this 15th day of June, 2023

CHAIRMAN

ATTEST:

SECRETARY