

AUSTIN AFFORDABLE HOUSING CORPORATION



BOARD OF DIRECTORS Regular Meeting

**Thursday, June 20, 2024
12:00 PM**

HACA Central Office, 1124 S. Interstate Highway 35

To join by Zoom: <https://bit.ly/4c6bdrb> Meeting ID: 881 9277 6670 Passcode:
197162
Austin, TX

**PUBLIC NOTICE OF A MEETING
TAKE NOTICE OF A BOARD OF DIRECTORS
REGULAR BOARD MEETING
OF THE AUSTIN AFFORDABLE HOUSING CORPORATION**

**TO BE HELD AT
HACA Central Office, 1124 S. Interstate Highway 35
To join by Zoom: <https://bit.ly/4c6bdrb> Meeting ID: 881 9277 6670 Passcode: 197162
Austin, TX
(512.477.4488)**

Thursday, June 20, 2024

12:00 PM

CALL TO ORDER, ROLL CALL

CERTIFICATION OF QUORUM

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

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 May 16, 2024

ACTION ITEMS

2. Presentation, Discussion and Possible Action on Resolution No. 00251 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Village at Collinwood Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Village at Collinwood GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 1000 Collinwood West Drive (TX) Owner LP (the “Partnership”) and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein
3. Presentation, Discussion and Possible Action on Resolution No. 00252 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Eagle’s Landing Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased

from the Housing Authority of the City of Austin; (ii) cause AAHC's wholly owned, subsidiary limited liability company, AAHC Eagle's Landing GP, LLC (the "General Partner") to execute an amended and restated agreement of limited partnership of 8000 Decker Lane (TX) Owner LP (the "Partnership") and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

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 esta 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.

AUSTIN AFFORDABLE HOUSING CORPORATION

BOARD ACTION REQUEST

ITEM NO. 1.

MEETING DATE: June 20, 2024

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

ITEM TITLE: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on May 16, 2024

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 May 16, 2024.

ATTACHMENTS:

- ▣ **20240516 AAHC Minutes Summary**

**AUSTIN AFFORDABLE HOUSING CORPORATION
BOARD OF DIRECTORS
REGULAR BOARD MEETING**

MAY 16, 2024

SUMMARY OF MINUTES

THE AUSTIN AFFORDABLE HOUSING CORPORATION (AAHC) BOARD OF DIRECTORS REGULAR PUBLIC MEETING NOTICE WAS POSTED FOR 12:00 NOON ON FRIDAY, MAY 16, 2024, AND WAS HELD AT THE HACA CENTRAL OFFICE, 1124 S. IH 35, AUSTIN, TX AND VIRTUALLY

CALL TO ORDER, ROLL CALL, CERTIFICATION OF QUORUM

The Board of Directors Regular Board Meeting of the Austin Affordable Housing Corporation, of May 16, 2024, was called to order by **Charles Bailey**, HACA Vice-Chairperson, at 12:05 pm. The meeting was held at the HACA Central Office, 1124 S. IH 35, Austin, TX and virtually.

Roll call certified a quorum was present.

MEMBERS PRESENT:

Edwina Carrington, Chairperson
Charles Bailey, Vice-Chairperson
Mary Apostolou, 2nd Vice-Chairperson
Dr. Tyra Duncan-Hall, Director
Carl S. Richie, Jr., Director - arrived at 12:16 pm

MEMBER(S) ABSENT:

ALSO IN ATTENDANCE:

Lauren Aldredge, Cokinis Law Firm

STAFF PRESENT:

Barbara Chen, Gary Dinges, Jorge Vazquez, Jimi Teasdale, Keith Swenson, Kelly Crawford, Leilani Lim-Villegas, Lisa Garcia, Michael Cummings, Michael Gerber, Michael Roth, Nidia Hiroms, Ron Kowal, Suzanne Schwertner and Sylvia Blanco

PUBLIC COMMUNICATION – (3 minute time limit)

NONE

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

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 Regular Board Meeting held on April 18, 2024

Director Richie moved to Approve the Board Minutes Summary for the Regular Board Meeting held on April 18, 2024.

Director Duncan-Hall seconded the motion. The motion Passed (5-Ayes and 0-Nays).

ACTION ITEMS

ITEM 2: Presentation, Discussion and Possible Action on Resolution No. 00247 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the completion of construction, development and operation of the Bridge at Avery Ranch (the “Development”), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground- leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s affiliated limited liability company (the “General Partner”) to acquire the general partner interest in the limited partnership that owns the Development (the “Owner”); (iii) cause the Owner to modify its existing construction financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with JCI Residential (Journeyman Group) on a 288-unit multi-family rental property called Avery Ranch Apartments. The development is located at 9225 North Lake Creek Parkway, Austin, Texas 78717. This would be the seventh (7th) asset AAHC and JCI have partnered on together. We have successfully completed Bridge at Granada and Bridge at Turtle Creek along with closing The Delco Flats, Paloma and Three Hills Apartments. This asset is North of downtown Austin. The site has easy access to US HWY 183 and SH 45.

AAHC's proposed partner, JCI Residential has a proven record of accomplishment with numerous projects completed in and around the Austin area. JCI has an experienced development team in place and has been an excellent partner on our previous two transactions. JCI is a privately held development firm with a current development of more than 200 projects. AAHC works with the Managing Partner, Sam Kumar, and President, Kurt Goll.

The Avery Ranch Apartments were completed in September of 2023 and sit on 12.98 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, coffee bar, and business center. Residents also enjoy the expansive fitness center, a large pet park and covered parking. The property feeds into the Round Rock Independent School District and Purple Sage Elementary School, Pearson Ranch Middle School and McNeil 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 JCI 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. This will be the first asset for AAHC in the surrounding area putting affordable housing in a new market.

The property is currently 84% occupied and rents currently range from \$1,200 for a one bedroom to \$2,225 for a three bedroom.

The price for the Avery Ranch Apartments is \$64,580,000. JCI will be investing approximately \$20,000,000 as a down payment. Bellwether will be providing a Freddie Mac permanent loan with a not to exceed loan amount of \$50,000,000 at a rate of approximately 6.46% 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 84 % occupied. AAHC and JCI are committed to providing 10% of the affordable units at 60% AMI and 40% of the units at 80% AMI with a goal to achieve 20% at 60% AMI and leasing units to all voucher holders. JCI Management will manage the property. The new name for the property will be Bridge at Avery Ranch Apartments.

Director Richie moved to Approve Resolution No. 00247 by the Board of Directors of Austin Affordable Housing Corporation ("AAHC") authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the completion of construction, development and operation of the Bridge at Avery Ranch (the "Development"), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground- leased from the Housing Authority of the City of Austin; (ii) cause AAHC's affiliated limited liability company (the "General Partner") to acquire the general partner interest in the limited partnership that owns the Development (the "Owner"); (iii) cause the Owner to modify its existing construction financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

ITEM 3: Presentation, Discussion and Possible Action on Resolution No. 00248 by the Board of Directors of Austin Affordable Housing Corporation ("AAHC"), authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the completion of construction, development and operation of the Bridge at Windsor Park (the "Development"), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground- leased from the Housing Authority of the City of Austin, (ii) cause AAHC's affiliated limited liability company (the "General Partner") to acquire the general partner interest in the limited partnership that owns the Development (the "Owner"); (iii) cause the Owner to modify its existing construction financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with JCI Residential (Journeyman Group) on a 308-unit multi-family rental property called Windsor Park Towers Apartments. The development is located at 6007 N IH35, Austin, Texas 78723. This would be the sixth (6th) asset AAHC and JCI have partnered on together. We have successfully completed Bridge at Granada and Bridge at Turtle Creek along with the recent closings of Delco Flats, Paloma and Three Hills Apartments. This asset is located at the intersection of North IH35 and US-290 in North Austin.

AAHC's proposed partner, JCI Residential has a proven record of accomplishment with numerous projects completed in and around the Austin area. JCI has an experienced development team in place and has been an excellent partner on our previous two transactions. JCI is a privately held development firm with a current development of more than 200 projects. AAHC works with the Managing Partner, Sam Kumar, and President, Kurt Goll.

The Windsor Park Towers Apartments are currently in lease up and received its final certificates of occupancy (CO's) in December of 2023. The property sits on 2.49 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, coffee bar, and business center. Residents also enjoy the expansive fitness center. The property feeds into the Austin Independent School

District and Harris Elementary School, Harris Middle School and Northeast Early College High School (formerly Reagan 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 JCI can provide some stable and affordable housing to those stakeholders that are threatened with rising rent costs. This property will provide a home to many individuals and families who work in and around the area with no current affordability in place.

The property is currently 23.50% occupied and rents currently range from \$1,417 for a one bedroom to \$2,295 for the largest two bedroom.

This resolution asked the Board of Directors of the Austin Affordable Housing Corporation to allow AAHC to enter the existing partnership as the General Partner while the property is still under lease up and construction financing. The ability for AAHC to amend the current partnership documents now and prior to the permanent financing gives AAHC the opportunity to get an early jump on leasing these units to our affordable community. The property is currently 23.50% occupied. AAHC and JCI are committed to providing 10% of the affordable units at 60% AMI and 40% of the units below 80% AMI with a goal to achieve 20% at 60% AMI and leasing units to all voucher holders. JCI Management will manage the property. AAHC and JCI will secure a bridge loan with Prime Financial in an amount not to exceed \$50,000,000. Once the property is ready for permanent conversation, AAHC will bring this property back to the Board for final approval of the financing package. The new name for the property will be Bridge at Windsor Park Apartments.

Director Duncan-Hall moved to Approve Resolution No. 00248 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”), authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the completion of construction, development and operation of the Bridge at Windsor Park (the “Development”), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground- leased from the Housing Authority of the City of Austin, (ii) cause AAHC’s affiliated limited liability company (the “General Partner”) to acquire the general partner interest in the limited partnership that owns the Development (the “Owner”); (iii) cause the Owner to modify its existing construction financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

ITEM 4: Presentation, Discussion and Possible Action on Resolution No. 00249 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the acquisition of the Arella Lakeline Apartments (the “Development”), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s subsidiary limited partnership (the “Owner”) to own the Development; (iii) cause the Owner to enter into acquisition and development financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with Belveron to purchase a 354 unit multi-family rental property called Arella Lakeline Apartments. The development is located at 12700 Ridgeline Blvd., Cedar Park, Texas 78613. Although the address is Cedar Park, the property is actually in the City of Austin jurisdiction, This would be the nineteenth (19) asset AAHC and Belveron Corporation have purchased together. This asset is located in the popular Lakeline corridor at FM 620 and Rideline Blvd. The property is called home to many people who work at Apple, Amazon, Google and Dell among others. The site is in very close proximity to the current rail and Rail Station.

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 Arella Apartments were built in 2017 and sit on 12.78 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, walking trails, a 9 hole disc golf course and additional covered parking. The property feeds into the Round Rock Independent School District and Purple Sage Elementary School, Noel Grisham Middle School and Westwood 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 the area, 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 in and around the area with no current affordability in place. It also feeds into one of the strongest school districts and schools.

The property is currently 96% occupied and rents currently range from \$1,343 for a one bedroom to \$2,195 for a three bedroom.

The purchase price for the Arella Apartments is \$84,260,000. Belveron will be investing approximately \$20,000,000 as a down payment. In addition, \$20,000,000.00 for future capital needs will also be set aside. Berkadia will be providing a Fannie Mac permanent loan with a not to exceed loan amount of \$64,200,000 at a rate of approximately 5.80% with a 35-year amortization. There are 354 total units with 13 units at less than 30% AMI, 27 units at less than 40% AMI, 42 units at less than 50% AMI, 43 units at less than 60% AMI and 81 units less than 80% AMI.

The property will be managed by Apartment Management Professionals. The new name for the property will be Bridge at Arella Apartments.

2nd Vice-Chairperson Apostolou moved to Approve Resolution No. 00249 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the acquisition of the Arella Lakeline Apartments (the “Development”), which consists of multifamily housing units and associated amenities in Austin, Texas to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s subsidiary limited partnership (the “Owner”) to own the Development; (iii) cause the Owner to enter into acquisition and development financing for the Development; and (iv) cause AAHC and/or the Owner to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein. **Director Richie** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

EXECUTIVE SESSION

The Board did not recess into Executive Session.

Director Richie moved to adjourn the meeting. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (5-Ayes and 0-Nays).

The meeting adjourned at 12:55 pm.

Michael G. Gerber, Secretary

Chairperson

AUSTIN AFFORDABLE HOUSING CORPORATION

BOARD ACTION REQUEST

RESOLUTION NO. 00251

ITEM NO. 2.

MEETING DATE: June 20, 2024

STAFF CONTACT: Suzanne Schwertner, Director of Development

ITEM TITLE: Presentation, Discussion and Possible Action on Resolution No. 00251 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Village at Collinwood Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Village at Collinwood GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 1000 Collinwood West Drive (TX) Owner LP (the “Partnership”) and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to approve Resolution No. 00251 authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Village at Collinwood Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Village at Collinwood GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 1000 Collinwood West Drive (TX) Owner LP (the “Partnership”) and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

SUMMARY

Background:

Austin Affordable Housing Corporation was presented an opportunity to partner with April Housing on the acquisition and rehabilitation of an existing development located at 1000 Collinwood West Drive, Austin,

Texas 78753 in the Austin city limits. This property was built using tax credits and has reached its 15-year compliance period expiration. The project (Village at Collinwood) consists of 174 senior apartment units serving residents at or below 60% Area Median Income. The board saw this project originally in September of 2023 for the bond inducement resolution and again in February 2024 for the tax credit application resolution.

AAHC is excited to partner with April Housing to preserve this very deep affordability in an existing property with senior units and provide much needed renovations and upgrades that will also provide relief in lower utility bills. With the new issuance of bonds and tax credits, the affordability term will begin anew.

Process:

The development will use a mix of 4% tax credits and bonds to finance the rehab. The development currently consists of 90 one bedroom/one bath units and 84 two bedroom/two bath units. As with all AAHC properties, all units will be marketed to HACA's Housing Choice Voucher families.

HACA, through its Public Facility Corporation, will issue tax-exempt bonds in an amount not to exceed \$24,800,000. PNC Bank, National Association will provide the construction loan and a bridge loan as well as the tax credit equity.

Rehab will include, but is not limited to accessibility modifications, repairs/upgrades to HVAC and water heaters, new flooring, updated finishes, plumbing upgrades, upgraded countertops, upgraded light fixtures, exterior paint, upgraded mailboxes, upgraded amenities, improved/additional exterior lighting, and an upgrade on the community building. Please see attached Scope of Work for more details.

Relocation services will be provided by Revival Development Services, LLC based out of Phoenix, Arizona. Relocation will be for an average of 7-10 days and if available, tenants will be relocated to units within the complex.

Unit Breakdown:

90	1-bedroom/1-bath
84	2-bedroom/2-bath

Staff Recommendation:

Staff recommends approval of Resolution No. 00251.

ATTACHMENTS:

- ▣ **Scope of Work**

RESOLUTION NO. 00251

A Resolution by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to:

- 1. Facilitate the development of Village at Collinwood Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin;**
- 2. Cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Village at Collinwood GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 1000 Collinwood West Drive (TX) Owner LP (the “Partnership”) and other related documents;**
- 3. Cause the Partnership to enter into development financing for the Project; and**
- 4. Cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein.**

WHEREAS, AAHC is the sole member of the General Partner;

WHEREAS, the General Partner is the sole general partner of the Partnership;

WHEREAS, the Partnership was formed for the purpose of owning, developing, managing, and otherwise dealing with Village at Collinwood Apartments, a 174-unit apartment complex (the “**Project**”) under development on a parcel of land located in Austin, Travis County, Texas (the “**Land**”), and intended for rental to persons of low and moderate income;

WHEREAS, in connection with the development of the Project, the Partnership desires to obtain site control of the Land from the Housing Authority of the City of Austin (“**HACA**”), by entering into a ground lease (“**Ground Lease**”) with HACA for the Project;

WHEREAS, AAHC, the General Partner and Partnership desire to enter into certain equity documents related to the transaction with PNC Bank, National Association (“**PNC**”) or its affiliate, including an amended and restated agreement of limited partnership admitting one or more affiliates of PNC to the Partnership as limited partners (collectively, the “**Investor Parties**”), a development agreement, a right of first refusal agreement, if any, a guaranty and other related documents contemplated thereby (collectively, the “**Equity Documents**”);

WHEREAS, in connection with the proceedings relating to the issuance and delivery by

Austin Affordable PFC, Inc. (the “**Issuer**”) of its Multifamily Housing Revenue Bonds (Fannie Mae MBS Secured) (Village at Collinwood Apartments), Series 2024A and Multifamily Housing Revenue Bonds (Village at Collinwood Apartments), Series 2024B in an original aggregate principal amount not to exceed \$24,800,000 and pursuant to promissory notes in the same amount loan the associated bond proceeds to the Partnership (the “**Bond Loans**”);

WHEREAS, the Bond Loans will be subject to the terms of an Indenture of Trust (the “**Indenture**”) by and between the Issuer and the trustee named therein, a Financing Agreement (the “**Financing Agreement**”) by and between the Partnership and Issuer, fee and leasehold deed of trust by the Partnership and HACA in favor of the trustee named therein (“**Deed of Trust**”), a Regulatory Agreement and Declaration of Restrictive Covenants by and among the Issuer, the Partnership, and the trustee named therein (“**Regulatory Agreement**”), and the Bond Loans shall be additionally secured by UCC financing statements, certificates, affidavits, directions, amendments, indemnifications, notices, requests, demands, waivers, agreements and any other assurances, instruments, or other communications executed in the name of and on behalf of the Partnership as may be deemed to be necessary or advisable in order to carry into effect or to comply with the requirements of the instruments approved or authorized by these resolutions in connection with the Bond Loans (collectively, the “**Bond Documents**”);

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence a construction loan from PNC to the Partnership in a principal amount not to exceed approximately \$24,000,000 (the “**Construction Loan**”), an equity bridge loan from PNC to the Partnership in a principal amount not to exceed approximately \$16,000,000 (the “**Bridge Loan**”), and a forward-committed Fannie Mae loan originated from PNC to the Partnership in a principal amount not to exceed approximately \$24,000,000 (the “**Permanent Loan**,” and together with the Construction Loan, the “**PNC Loans**”), including, but not limited to one or more notes, a deed of trust, and other security agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (collectively, the “**PNC Loan Documents**”);

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence an acquisition loan from Collinwood Seniors LTD., L.P. to the Partnership in a principal amount not to exceed approximately \$10,000,000 (the “**Seller Loan**”), including, but not limited to, one or more notes, a deed of trust, and other security agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (collectively, the “**Seller Loan Documents**”); and

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence the same, including, but not limited to the Ground Lease, Equity Documents, Bond

Documents, PNC Loan Documents, Seller Loan Documents, and other security agreements, fixture filing statements, indemnity agreements, guaranties, development agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (all of such documents collectively, the "**Financing Documents**");

NOW, BE IT RESOLVED, that all of the documents, instruments, or other writing executed by AAHC (both individually and in a representative capacity as identified in these resolutions), in consummation of the transactions herein described (both individually and in a representative capacity as identified in these resolutions), including, but not limited to, (i) the Financing Documents and (ii) any and all such additional documents executed to consummate the transactions contemplated herein (collectively, the "**Transaction Documents**") shall be in form and substance approved by the Executing Officer (as such term is hereinafter defined), both individually and in a representative capacity as identified in these resolutions, his/her approval of each such instrument to be conclusively evidenced by his execution thereof; and it is further,

RESOLVED, that AAHC (both individually and in a representative capacity as identified in these resolutions), review, execute and approve all other documents necessary to effectuate the foregoing transactions, all on such terms and containing such provisions as the Executing Officer shall deem appropriate, and the approval of the terms of each such instrument herein described by the Executing Officer shall be conclusively evidenced by his/her execution and delivery thereof; and it is further

RESOLVED that the authorization of AAHC, General Partner and/or Partnership to enter into the Transaction Documents and that execution and delivery in the name and on behalf of AAHC and/or General Partner and/or the Partnership, by any of the officers of AAHC of the Transaction Documents, in the form as so executed and delivered is hereby approved, ratified and confirmed; and it is further

RESOLVED, that any officer of AAHC (each an "**Executing Officer**"), acting alone without the joinder of any other officer, is hereby authorized and directed for and on behalf, and as the act and deed of AAHC and/or General Partner and/or the Partnership, to execute and deliver all other documents and other writings of every nature whatsoever in connection with the development of the Project, including but not limited to, the Transaction Documents, as the Executing Officer deems necessary in order to carry into effect the intent and purposes of these resolutions, and any other instruments approved by the Executing Officer (acting in a representative capacity as identified in these resolutions, acting individually and on behalf of the General Partner), executing same, his/her approval of each such instrument to be conclusively evidenced by his/her execution thereof, and to take such other action in the consummation of the transactions herein contemplated as the Executing Officer acting shall deem to be necessary or advisable, without the necessity of attestation by the secretary or other officer or director, and any and all acts heretofore taken by the Executing Officer to such end are hereby expressly ratified and confirmed as the acts and deeds of AAHC and/or

General Partner and/or Partnership, effective as of the date such action was taken; and it is further

RESOLVED, that action by any of the officers of AAHC, and any person or persons designated and authorized so to act by any such officer, to do and perform, or cause to be done and performed, in the name and on behalf of AAHC and/or General Partner and/or the Partnership, or the execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, in the name and on behalf of AAHC or otherwise, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions is hereby approved, ratified and confirmed; and it is further

RESOLVED, that the Board of Directors finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit AAHC; and it is further

RESOLVED, that the Partnership be promptly notified in writing by the Secretary or any other officer of AAHC or any change in these resolutions, and until it has actually received such notice in writing, the Partnership is authorized to act in pursuance of these resolutions.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2024.

CHAIRPERSON

ATTEST:

SECRETARY

Village at Collinwood

1000 Collinwood West Drive
Austin, TX

Proposed Scope of Work (DRAFT)

May 31, 2024v4

Number of units: 174

Number of Building(s): 6

Total Gross SF: ~129,900 NRSF: 129,100

Type of Units: 3 Story – Elevator Building

Year Constructed: 2001

FUNDING REQUIREMENTS

1. TDHCA THRESHOLD SCORING & REQUIREMENTS

1.1. Common Amenities

- 1.1.1. At least one energy star rates or equivalent rated ceiling fan per unit
- 1.1.2. Furnished Fitness Center 1 item for every 40 units – HVAC and afterhours access (7 pieces of equipment required - provided by Owner, NIC)
- 1.1.3. Swimming Pool (existing) – provide costs for plaster and Pebble-tech finish
- 1.1.4. Full perimeter fencing that contains parking areas and amenities
- 1.1.5. Dog park fully fenced or enclosed
- 1.1.6. High speed Wi-Fi covered in the clubhouse or community building. Provide electrical outlet/power. Wi-Fi equipment/service by others.
- 1.1.7. Furnished community room
- 1.1.8. Library with sitting area
- 1.1.9. Covered patio or sun porch

1.2. Unit Amenities/requirements

- 1.2.1. Covered entries
- 1.2.2. Disposal in each unit
- 1.2.3. Kitchen pantry with shelving in each unit with shelving.
- 1.2.4. Natural stone or quartz countertops kitchen and bath
- 1.2.5. Energy star rated refrigerator with ice maker in each unit
- 1.2.6. EPA WaterSense toilets in all bathrooms.
- 1.2.7. Recessed LED or LED lighting fixtures in kitchen and living areas.

2. PNA IMMEDIATE WORK & DEFERRED MAINTENANCE

- 2.1. Fire alarm panel Inspection – completed Owner to provide report
- 2.2. Fire Extinguisher – expired – confirm inspections with Owner
- 2.3. Fire suppression system inspections – completed
- 2.4. Elevator inspections – modernization per recommendations
- 2.5. Section 504 Mobility Features 5% of the units – 9 total units
- 2.6. Section 504 Hearing and Visually Impaired Features 2% of the units – 4 total units

SITE WORK

1. Security Improvements

- 1.1. **(Allowance)** Replace damaged sections of perimeter fencing with new, like materials. Replace vehicular gate operators.

2. Landscaping

- 2.1. Provide and install landscape upgrades at the main property entry and around the office and pool area.
- 2.2. Repair/upgrade site irrigation system. Review and inspection system and provide allowance for the work.

3. Site Concrete/Paving

- 3.1. Limited areas of concrete repair (need areas defined on the site plan). Provide repairs and asphalt overlay parking spaces.
- 3.2. Install new parking lot striping, inclusive ADA markings and signage, and fire lane markings in all existing locations.
- 3.3. Install new concrete pads for accessible dumpster locations.
- 3.4. Install new mail kiosk pad.

4. Amenities

- 4.1. Replaster (pebble tech) the pool and replace all pool equipment with new. Install new handicap lift for pool access, include required electrical work to code. Install battery operated handicap pool lift.

- 4.2. Remove and replace existing property signs and provide lighting. (Verify if needed)
- 4.3. Install new enclosed dog park per plans.
- 4.4. Modify existing carport for accessibility.

5. Accessibility

- 5.1. Provide and install new accessible walks, ramps, railing, and associated items for compliance with accessibility, Fair Housing, ADA, Texas regulations, TDHCA requirements, and local authority having jurisdiction. See plans for specific areas and details. Including accessible parking spaces, access to amenities, and other required items.
- 5.2. Remove existing mailboxes and reframe as required so mailboxes meet accessibility requirements. Confirm mailbox type with the local Postmaster.

BUILDING EXTERIORS

1. Cementitious Siding and Trim

- 1.1. Prepare all exterior walls, trim, exterior doors, electrical meter centers, conduit, and ceiling areas to receive new paint. Patch all existing small holes in walls, texture to match existing. Remove all protruding nails, screws, etc. and fill. Repair damaged siding per manufacturer recommendations. Paint as selected by the Owner. Electrical equipment paint to match adjacent exterior materials.

2. Doors and Windows

- 2.1. **(Alternate)** Remove all apartment windows and prepare for installation of new windows. Install new vinyl windows in configuration shown on plans and to meet current TDHCA requirements. Provide screens, double pane, and low e-coating. Install new flashing and sealant at heads, jambs, and sills to provide watertight finished installation. Replace all trim, drywall, sills which were damaged during installation of new windows. Caulk and paint interior of drywall returns heads and sills. Install the windows per the manufacturer's recommendations.
- 2.2. **(Alternate)** Provide and install new unit entry doors. Paint as selected.
- 2.3. Provide new window screens for all existing windows.

3. Building Lighting

3.1. **(Alternate)** Remove and replace existing building mounted lighting with LED new fixtures.

4. Exterior Building Walkways

4.1. Provide self-leveling exterior coating to bring the walkway cross slope to a maximum of 2%. Prepare existing surface as required by manufacturer, and provide and needed trim, and flashing.

4.2. **(Alternate)** Remove existing light weight concrete, prepare existing framing with any repairs to receive new lightweight concrete and ensure cross slope in compliance with accessibility requirements. Install per the plans, new flashing, waterproofing, and trim as needed to provide new walkway with a maximum cross slope of 2%.

DWELLING UNIT INTERIORS

1. Flooring

1.1. Remove all existing unit flooring, and transition strips. Provide and install new vinyl plank flooring. Repair or replace any damage to existing base from installation. First floor units – demo existing flooring – 2nd and 3rd floor demo tile enter, prep, and overlay existing flooring.

1.2. Remove and install new carpeting in the bedrooms only, provide transition strip from different flooring materials. Color as selected by Owner. **(Alternate)**

2. Paint

2.1. Prepare all interior walls, trim, interior doors, and ceiling areas to receive new paint. Patch all existing small holes in walls, texture to match existing. Remove all protruding nails, screws, etc. and fill/sand as needed. Paint all walls, trim, interior doors, and ceilings with one color of paint.

3. Interior Doors and trim

3.1. Remove all existing interior door hardware and prepare for installation of new. Provide and install new lever type door hardware. Provide passage locksets on all closets, privacy locksets on all bedroom and bathroom doors, and deadbolt locks on all mechanical room doors. Mechanical room keys are to be master keyed for maintenance access only. Paint doors and frames.

- 3.2. Doors in the units selected for full accessibility conversion, remove, and save doors in good condition. Clean and paint the saved doors and utilize them as replacement doors in units with damaged doors.

4. Window Coverings

- 4.1. Remove existing window blinds and replace them with faux wood blinds.

5. Kitchen cabinets, countertops, and sinks

- 5.1. Remove all kitchen cabinetry doors and drawers. Prep box and associated surfaces to be refinished. Provide and install new doors and drawer finish to match refinished boxes. New kitchen sinks to be stainless steel with new garbage disposal. New kitchen countertops are granite or quartz. **(Alternate)** Remove all existing kitchen cabinets, countertops, and sinks. Install side-splashes on countertops that abut walls or other vertical surfaces. Caulk all joints, color to match countertop color. Install end caps on all exposed countertop edges. All exposed cabinetry edges to be finished. Install new kitchen cabinets and countertops per the plans and specifications. **(Alternate)** Provide cost for plastic laminate with integral backsplash and waterfall front as an alternate.

6. Kitchen Appliances

- 6.1. Remove all existing kitchen appliances. Appliances in good condition will be moved to a location for retention and use by the Owner (5 appliances). Install all new appliances as indicated on the plans. Range hoods are non-vented. Appliances to be either black or white in color. Include garbage disposals, range/oven, refrigerator, non-vented rangehood with light, and dishwasher. Only clothes washer and dryer hookups are provided in each unit, no washer or dryers are to be provided for the units.

7. Electrical

- 7.1. Remove all existing light fixtures. Provide and install new Energy Star LED light fixtures in all existing locations.
- 7.2. Clean existing switches and outlets.
- 7.3. Remove existing ceiling fans in each unit and replace them with new Energy Star rated ceiling fans.

8. Bathrooms

- 8.1. Remove existing vanities and install new.

- 8.2. Install new solid surface vanity top, sink and faucet.
- 8.3. Provide and install new EPA water sense or equivalent qualified toilets in all bathrooms. Install new fixture shutoffs immediately after removal of plumbing fixtures.
- 8.4. **(Alternate)** Remove all tub drains, shower heads, controls, and diverters. Provide and install all new drain assemblies, 2.5 GPM shower heads, controls, and diverters.

9. HVAC, Exhaust Systems, Unit Water Heaters

- 9.1. Review and inspect all existing HVAC system units. Repair as required for fully functioning HVAC systems and determine number of full system replacements. Prepare areas for installation of the new complete, HVAC split-systems in same locations as existing. Restore any areas damaged from installation of new system or associated system components. Provide and installment of complete new HVAC systems for 20% (35 units) of the HVAC systems in the units. Remove all systems to be replaced.
 - 9.1.1. Returns and supply grills in good condition clean and paint, to paint to match adjacent finish color. Returns and supply grills in poor condition – replace with new, paint to match adjacent finish color.
- 9.2. Review and inspect all existing water heaters. Repair as required for fully water heaters and determine number of replacements. Provide and install water heaters for 20% (35 units). Remove all existing water heaters to be replaced.

10. Accessibility

- 10.1. Reconfigure units called out for accessibility modifications and/or upgrades per the plans. Demolition as needed. Install all new materials to match new scope of work items, new HVAC, reconfiguration of electrical, plumbing and HVAC per the plans.
- 10.2. Fair Housing Units (FHA) – Per plans

11. Miscellaneous

- 11.1. Provide, coordinate, and manage installation of ION Smart water monitoring system installation. In units and buildings.

INTERIOR COMMON AREAS – OFFICE & COMMUNITY BUILDING

1. Ceilings

1.1. Prepare ceilings to receive new paint. Inclusive of minor repairs for consistent finish.

2. Doors

2.1. All existing doors remain. Install new lever type hardware as indicated on the plans. Construction master keying is acceptable and if needed but must be disabled at unit turnover.

3. Flooring

3.1. Install new flooring as shown on the plans.

4. Paint

4.1. Prepare walls to receive new paint and install two coats of paint to walls, ceilings and trim.

5. Electrical

5.1. Provide and install new light fixtures per the plans.

6. HVAC

6.1. Provide and install new HVAC as noted on the plans.

INTERIOR COMMON AREAS – LAUNDRY & MAINTENANCE BUILDING

7. Ceilings

7.1. Prepare ceilings to receive new paint. Inclusive of minor repairs for consistent finish.

8. Doors

8.1. All existing doors remain. Install new lever type hardware as indicated on the plans. Construction master keying is acceptable and if needed but must be disabled at unit turnover.

9. Flooring

9.1. Install new flooring as shown on the plans.

10. Paint

10.1. Prepare walls to receive new paint and install two coats of paint to walls, ceilings, and trim.

11. Electrical

11.1. Provide and install new light fixtures per the plans.

END SCOPE OF WORK

AUSTIN AFFORDABLE HOUSING CORPORATION

BOARD ACTION REQUEST

RESOLUTION NO. 00252

ITEM NO. 3.

MEETING DATE: June 20, 2024

STAFF CONTACT: Suzanne Schwertner, Director of Development

ITEM TITLE: Presentation, Discussion and Possible Action on Resolution No. 00252 by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Eagle’s Landing Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Eagle’s Landing GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 8000 Decker Lane (TX) Owner LP (the “Partnership”) and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to approve Resolution No. 00252 authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to: (i) facilitate the development of the Eagle’s Landing Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin; (ii) cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Eagle’s Landing GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 8000 Decker Lane (TX) Owner LP (the “Partnership”) and other related documents; (iii) cause the Partnership to enter into development financing for the Project; and (iv) cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein

SUMMARY

Background:

Austin Affordable Housing Corporation was presented an opportunity to partner with April Housing on the acquisition and rehabilitation of an existing development located at 8000 Decker Lane, Austin, Texas 78724 in

the Austin 2-mile extraterritorial jurisdiction (ETJ). This property was built using tax credits and has reached its 15-year compliance period expiration. The project (Eagle’s Landing) consists of 240 family apartment units serving residents at or below 50% Area Median Income. It is located in the Manor ISD and the schools that will serve this property are: Decker Elementary, Decker Middle School, and Manor High School. The board saw this project originally in September of 2023 for the bond inducement resolution and again in February 2024 for the tax credit application resolution.

AAHC is excited to partner with April Housing to preserve this very deep affordability in an existing property with family units and provide much needed renovations and upgrades that will also provide relief in lower utility bills. With the new issuance of bonds and tax credits, the affordability term will begin anew.

Process:

The development will use a mix of 4% tax credits and bonds to finance the rehab. The development currently consists of 48 one bedroom/one bath units, 128 two bedroom/two bath units, and 64 three bedroom/two bath units. As with all AAHC properties, all units will be marketed to HACA’s Housing Choice Voucher families.

HACA, through its Public Facility Corporation, will issue tax-exempt bonds in an amount not to exceed \$45,000,000. PNC Bank, National Association will provide the construction loan and a bridge loan as well as the tax credit equity.

Rehab will include, but is not limited to accessibility modifications, repairs/upgrades to HVAC and water heaters, new flooring, updated finishes, plumbing upgrades, upgraded countertops, upgraded light fixtures, exterior paint, upgraded mailboxes, upgraded amenities, improved/additional exterior lighting, and an upgrade on the community building. Please see attached Scope of Work for more details.

Relocation services will be provided by Revival Development Services, LLC based out of Phoenix, Arizona. Relocation will be for an average of 7-10 days and if available, tenants will be relocated to units within the complex.

Unit Breakdown:

48	1-bedroom/1-bath
128	2-bedroom/2-bath
64	3-bedroom/2-bath

Staff Recommendation:

Staff recommends approval of Resolution No. 00252

ATTACHMENTS:

- ▣ **Scope of Work**

RESOLUTION NO. 00252

A Resolution by the Board of Directors of Austin Affordable Housing Corporation (“AAHC”) authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to:

- 1. Facilitate the development of Eagle’s Landing Apartments, which consists of affordable housing units and associated amenities to be developed upon property to be ground-leased from the Housing Authority of the City of Austin;**
- 2. Cause AAHC’s wholly owned, subsidiary limited liability company, AAHC Eagle’s Landing GP, LLC (the “General Partner”) to execute an amended and restated agreement of limited partnership of 8000 Decker Lane (TX) Owner LP (the “Partnership”) and other related documents;**
- 3. Cause the Partnership to enter into development financing for the Project; and**
- 4. Cause AAHC and/or the General Partner and/or the Partnership to execute any such further documentation as necessary or desirable to allow the consummation of the transactions described herein.**

WHEREAS, AAHC is the sole member of the General Partner;

WHEREAS, the General Partner is the sole general partner of the Partnership;

WHEREAS, the Partnership was formed for the purpose of owning, developing, managing, and otherwise dealing with Eagle’s Landing Family Apartments, a 240-unit apartment complex (the “**Project**”) under development on a parcel of land located in Austin, Travis County, Texas (the “**Land**”), and intended for rental to persons of low and moderate income;

WHEREAS, in connection with the development of the Project, the Partnership desires to obtain site control of the Land from the Housing Authority of the City of Austin (“**HACA**”), by entering into a ground lease (“**Ground Lease**”) with HACA for the Project;

WHEREAS, AAHC, the General Partner and Partnership desire to enter into certain equity documents related to the transaction with PNC Bank, National Association (“**PNC**”) or its affiliate, including an amended and restated agreement of limited partnership admitting one or more affiliates of PNC to the Partnership as limited partners (collectively, the “**Investor Parties**”), a development agreement, a right of first refusal agreement, if any, a guaranty and other related documents contemplated thereby (collectively, the “**Equity Documents**”);

WHEREAS, in connection with the proceedings relating to the issuance and delivery by

Austin Affordable PFC, Inc. (the “**Issuer**”) of its Multifamily Housing Revenue Bonds (Fannie Mae MBS Secured) (Eagle’s Landing Family Apartments), Series 2024A and Multifamily Housing Revenue Bonds (Eagle’s Landing Family Apartments), Series 2024B in an original aggregate principal amount not to exceed \$45,000,000 and pursuant to promissory notes in the same amount loan the associated bond proceeds to the Partnership (the “**Bond Loans**”);

WHEREAS, the Bond Loans will be subject to the terms of an Indenture of Trust (the “**Indenture**”) by and between the Issuer and the trustee named therein, a Financing Agreement (the “**Financing Agreement**”) by and between the Partnership and Issuer, fee and leasehold deed of trust by the Partnership and HACA in favor of the trustee named therein (“**Deed of Trust**”), a Regulatory Agreement and Declaration of Restrictive Covenants by and among the Issuer, the Partnership, and the trustee named therein (“**Regulatory Agreement**”), and the Bond Loans shall be additionally secured by UCC financing statements, certificates, affidavits, directions, amendments, indemnifications, notices, requests, demands, waivers, agreements and any other assurances, instruments, or other communications executed in the name of and on behalf of the Partnership as may be deemed to be necessary or advisable in order to carry into effect or to comply with the requirements of the instruments approved or authorized by these resolutions in connection with the Bond Loans (collectively, the “**Bond Documents**”);

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence a construction loan from PNC to the Partnership in a principal amount not to exceed approximately \$42,000,000 (the “**Construction Loan**”), an equity bridge loan from PNC to the Partnership in a principal amount not to exceed approximately \$27,000,000 (the “**Bridge Loan**”), and a forward-committed Fannie Mae loan originated from PNC to the Partnership in a principal amount not to exceed approximately \$42,000,000 (the “**Permanent Loan**,” and together with the Construction Loan and the Bridge Loan, the “**PNC Loans**”), including, but not limited to one or more notes, a deed of trust, and other security agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (collectively, the “**PNC Loan Documents**”);

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence an acquisition loan from Eagles Landing Housing Partners, Ltd. to the Partnership in a principal amount not to exceed \$20,000,000 (the “**Seller Loan**”), including, but not limited to, one or more notes, a deed of trust, and other security agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (collectively, the “**Seller Loan Documents**”); and

WHEREAS, in connection with the transactions contemplated herein, the Partnership, General Partner and AAHC are required to enter into various documents which will evidence the same, including, but not limited to the Ground Lease, Equity Documents, Bond

Documents, PNC Loan Documents, Seller Loan Documents and other security agreements, fixture filing statements, indemnity agreements, guaranties, development agreements, certificates, directions, approvals, waivers, notices, instruments and other communications as may be required by the parties (all of such documents collectively, the "**Financing Documents**");

NOW, BE IT RESOLVED, that all of the documents, instruments, or other writing executed by AAHC (both individually and in a representative capacity as identified in these resolutions), in consummation of the transactions herein described (both individually and in a representative capacity as identified in these resolutions), including, but not limited to, (i) the Financing Documents and (ii) any and all such additional documents executed to consummate the transactions contemplated herein (collectively, the "**Transaction Documents**") shall be in form and substance approved by the Executing Officer (as such term is hereinafter defined), both individually and in a representative capacity as identified in these resolutions, his/her approval of each such instrument to be conclusively evidenced by his execution thereof; and it is further,

RESOLVED, that AAHC (both individually and in a representative capacity as identified in these resolutions), review, execute and approve all other documents necessary to effectuate the foregoing transactions, all on such terms and containing such provisions as the Executing Officer shall deem appropriate, and the approval of the terms of each such instrument herein described by the Executing Officer shall be conclusively evidenced by his/her execution and delivery thereof; and it is further

RESOLVED that the authorization of AAHC, General Partner and/or Partnership to enter into the Transaction Documents and that execution and delivery in the name and on behalf of AAHC and/or General Partner and/or the Partnership, by any of the officers of AAHC of the Transaction Documents, in the form as so executed and delivered is hereby approved, ratified and confirmed; and it is further

RESOLVED, that any officer of AAHC (each an "**Executing Officer**"), acting alone without the joinder of any other officer, is hereby authorized and directed for and on behalf, and as the act and deed of AAHC and/or General Partner and/or the Partnership, to execute and deliver all other documents and other writings of every nature whatsoever in connection with the development of the Project, including but not limited to, the Transaction Documents, as the Executing Officer deems necessary in order to carry into effect the intent and purposes of these resolutions, and any other instruments approved by the Executing Officer (acting in a representative capacity as identified in these resolutions, acting individually and on behalf of the General Partner), executing same, his/her approval of each such instrument to be conclusively evidenced by his/her execution thereof, and to take such other action in the consummation of the transactions herein contemplated as the Executing Officer acting shall deem to be necessary or advisable, without the necessity of attestation by the secretary or other officer or director, and any and all acts heretofore taken by the Executing Officer to such end are hereby expressly ratified and confirmed as the acts and deeds of AAHC and/or

General Partner and/or Partnership, effective as of the date such action was taken; and it is further

RESOLVED, that action by any of the officers of AAHC, and any person or persons designated and authorized so to act by any such officer, to do and perform, or cause to be done and performed, in the name and on behalf of AAHC and/or General Partner and/or the Partnership, or the execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, in the name and on behalf of AAHC or otherwise, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions is hereby approved, ratified and confirmed; and it is further

RESOLVED, that the Board of Directors finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit AAHC; and it is further

RESOLVED, that the Partnership be promptly notified in writing by the Secretary or any other officer of AAHC or any change in these resolutions, and until it has actually received such notice in writing, the Partnership is authorized to act in pursuance of these resolutions.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2024.

CHAIRPERSON

ATTEST:

SECRETARY

Eagles Landing Apartments

8000 Decker Lane
Austin, TX

Proposed Scope of Work (DRAFT)

May 31, 2024 v3

Number of units: 240

Number of Building(s): 16

Total Gross SF: ~260,748 NRSF: 257,744

Type of Units: 2 Story Garden Style – No Elevators

Year Constructed: 2003

FUNDING REQUIREMENTS

1. TDHCA THRESHOLD SCORING & REQUIREMENTS

1.1. Common Amenities

- 1.1.1. At least one energy star rates or equivalent rated ceiling fan per unit
- 1.1.2. Multifunctional Learning Center in the community building
- 1.1.3. Furnished Fitness Center 1 item for every 40 units – HVAC and afterhours access (7 pieces of equipment required - provided by Owner, NIC)
- 1.1.4. One playground for ages 5-12 with shade and UV protection.
- 1.1.5. Swimming Pool (existing) – provide costs for plaster and Pebble-tech finish
- 1.1.6. High speed Wi-Fi cover in clubhouse/community room
- 1.1.7. Dog park fully fenced or enclosed
- 1.1.8. BBQ grill(s) and picnic table(s)
- 1.1.9. Business center with Wi-Fi, computer, printer, and scanner. Provide/install permanent workspace countertops.

1.2. Unit Amenities/requirements

- 1.2.1. Covered entries
- 1.2.2. Covered balconies or patios
- 1.2.3. Kitchen pantry with shelving in each unit with shelving.
- 1.2.4. Existing built-in shelving in units to remain.
- 1.2.5. Walk-in closet in at least one bedroom
- 1.2.6. Energy star rated refrigerator with ice maker in each unit.
- 1.2.7. EPA WaterSense toilets in all bathrooms.
- 1.2.8. Recessed LED or LED lighting fixtures in kitchen and living areas.

2. PNA IMMEDIATE WORK & DEFERRED MAINTENANCE

- 2.1. Foundation investigation repairs at buildings 2 and 15 (Critical repair)
- 2.2. Section 504 Mobility Features 5% of the units – 12 total units
- 2.3. Section 504 Hearing and Visually Impaired Features 2% of the units – 5 total units
- 2.4. Asphalt repair/overlay for 30,000 SF
- 2.5. Concrete sidewalks (trip hazards not on accessible path) 5,600 SF
- 2.6. Façade repairs buildings 2 and 15
- 2.7. Window replacement unit 1514 – one location

SITE WORK

1. Security Improvements

- 1.1. **(Allowance)** Replace damaged sections of fencing with new, like materials.

2. Landscaping

- 2.1. Provide and install landscape upgrades at the main property entry and around the office and pool area.
- 2.2. Repair/upgrade site irrigation system. Review and inspection system and provide allowance for the work.

3. Site Concrete/Paving

- 3.1. Limited areas of asphalt repair (need areas defined on the site plan). Provide repairs and asphalt overlay parking spaces.
- 3.2. Install new parking lot seal coat and striping, inclusive ADA markings and signage, and fire lane markings in all existing locations.

4. Amenities

- 4.1. Replaster (pebble tech) the pool and replace all pool equipment with new. Install new handicap lift for pool access, include required electrical work to code.
- 4.2. Remove and replace existing property signs and provide lighting. (Verify if needed)
- 4.3. Install new two new playgrounds including a shade structure, benches, and new surface fill materials.

5. Accessibility

- 5.1. Provide and install new accessible walks, ramps, railing, and associated items for compliance with accessibility, Fair Housing, ADA, Texas regulations, TDHCA requirements, and local authority having jurisdiction. See plans for specific areas and details. Including accessible parking spaces, access to amenities, and other required items.
- 5.2. Remove existing mailboxes and reframe as required so mailboxes meet accessibility requirements. Confirm mailbox type with the local Postmaster.

BUILDING EXTERIORS

1. Cementitious Siding and Trim

- 1.1. Prepare all exterior walls, trim, exterior doors, electrical meter centers, conduit, and ceiling areas to receive new paint. Patch all existing small holes in walls, texture to match existing. Remove all protruding nails, screws, etc. and fill. Repair damaged siding per manufacturer recommendations. Paint as selected by the Owner. Electrical equipment paint to match adjacent exterior materials.

2. Roofing

- 2.1. Provide and install new architectural shingles for the community building.

3. Doors and Windows

- 3.1. **(Alternate)** Remove all apartment windows and prepare for installation of new windows. Install new vinyl windows in configuration shown on plans and to meet current TDHCA requirements. Provide screens, double pane, and low e-coating. Install new flashing and sealant at heads, jambs, and sills to provide watertight finished installation. Replace all trim, drywall, sills which were damaged during installation of new windows. Caulk and paint interior of drywall returns heads and sills. Install the windows per the manufacturer's recommendations.
- 3.2. **(Alternate)** Provide and install new unit entry doors. Paint as selected.
- 3.3. Provide and install new front entry door and backdoor level type hardware, and accessories. Finish as selected by Owner.
- 3.4. Provide new window screens as needed. **(Allowance \$3,000)**

4. Building Lighting

- 4.1. **(Alternate)** Remove and replace existing building mounted lighting with LED new fixtures.

DWELLING UNIT INTERIORS

1. Flooring

- 1.1. Remove all existing unit flooring, and transition strips. Provide and install new vinyl plank flooring. Repair or replace any damage to existing base from installation. On the first floor remove existing floor/prepare subfloor to receive new floor per manufactures recommendations. At 2nd floor units over lay existing floors with new per manufacture recommendations.
- 1.2. Remove and install new carpeting in the bedrooms only, provide transition strip from different flooring materials. Color as selected by Owner.

2. Paint

- 2.1. Prepare all interior walls, trim, ceilings, interior doors, and ceiling areas to receive new paint. Patch all existing small holes in walls, texture to match existing. Remove all protruding nails, screws, etc. and fill/sand as needed. Paint all walls, trim, interior doors, and ceilings with one color of paint.

3. Interior Doors and trim

- 3.1. Remove all existing interior door hardware and prepare for installation of new. Provide and install new lever type door hardware. Provide passage locksets on all closets, privacy locksets on all bedroom and bathroom doors, and deadbolt locks on all mechanical room doors. Mechanical room keys are to be master keyed for maintenance access only. Paint doors and frames.
- 3.2. Doors in the units selected for full accessibility conversion, remove, and save doors in good condition. Clean and paint the saved doors and utilize them as replacement doors in units with damaged doors.

4. Window Coverings

- 4.1. Remove existing window blinds and replace them with faux wood blinds.

5. Kitchen cabinets, countertops, and sinks

5.1. Remove all kitchen cabinetry doors and drawers. Prep box and associated surfaces to be refinished. Provide and install new doors and drawer finish to match refinished/painted boxes. New kitchen sinks to be stainless steel with new garbage disposal. New kitchen countertops are granite or quartz. **(Alternate)** Remove all existing kitchen cabinets, countertops, and sinks. Install side-splashes on countertops that abut walls or other vertical surfaces. Caulk all joints, color to match countertop color. Install end caps on all exposed countertop edges. All exposed cabinetry edges to be finished. Install new kitchen cabinets and countertops per the plans and specifications. **(Alternate)** Provide cost for plastic laminate with integral backsplash and waterfall front as an alternate.

6. Kitchen Appliances

6.1. Remove all existing kitchen appliances. Appliances in good condition will be moved to a location for retention and use by the Owner (10 appliances). Install all new appliances as indicated on the plans. Range hoods are non-vented. Appliances to be either black or white in color. Include garbage disposals, range/oven, refrigerator, non-vented rangehood with light, and dishwasher. Only clothes washer and dryer hookups are provided in each unit, no washer or dryers are to be provided for the units.

7. Electrical

7.1. Remove all existing light fixtures. Provide and install new Energy Star LED light fixtures in all existing locations.

7.2. Clean existing switches and outlets.

7.3. Remove existing ceiling fans in each unit and replace them with new Energy Star rated ceiling fans.

8. Bathrooms

8.1. Demolish and install new bathroom vanities in all locations.

8.2. Install new solid surface vanity top, sink and faucet.

8.3. Provide and install new EPA water sense or equivalent qualified toilets in all bathrooms. Install new fixture shutoffs immediately after removal of plumbing fixtures.

8.4. **(Alternate)** Remove all tub drains, shower heads, controls, and diverters. Provide and install all new drain assemblies, 2.5 GPM shower heads, controls, and diverters.

9. HVAC, Exhaust Systems, Unit Water Heaters

- 9.1. Review and inspect all existing HVAC system units. Repair as required for fully functioning HVAC systems and determine number of full system replacements. Prepare areas for installation of the new complete, HVAC split-systems in same locations as existing. Restore any areas damaged from installation of new system or associated system components. Provide and installment of complete new HVCA systems for 20% (48 units) of the HVAC systems in the units. Remove all systems to be replaced.
- 9.2. Return and supply grills.
 - 9.2.1. Returns and supply grills in good condition clean and paint, to paint to match adjacent finish color.
 - 9.2.2. Returns and supply grills in poor condition – replace with new, paint to match adjacent finish color.
- 9.3. Review and inspect all existing water heaters. Repair as required for fully water heaters and determine number of replacements. Provide and install water heaters for 20% (48 units). Remove all existing water heaters to be replaced.

10. Accessibility

- 10.1.Reconfigure units called out for accessibility modifications and/or upgrades per the plans. Demolition as needed. Install all new materials to match new scope of work items, new HVAC, reconfiguration of electrical, plumbing and HVAC per the plans.
- 10.2.Fair Housing Units (FHA) – Per plans

11. Miscellaneous

- 11.1.Provide, coordinate, and manage installation of ION Smart water monitoring system installation. In units and buildings.

INTERIOR COMMON AREAS – OFFICE & COMMUNITY BUILDING

1. Ceilings

- 1.1. Prepare ceilings to receive new paint. Inclusive of minor repairs for consistent finish.

2. Doors

2.1. All existing doors remain. Install new lever type hardware as indicated on the plans. Construction master keying is acceptable and if needed but must be disabled at unit turnover.

3. Flooring

3.1. Install new flooring as shown on the plans.

4. Paint

4.1. Prepare walls to receive new paint and install two coats of paint to walls, ceilings and trim.

5. Electrical

5.1. Provide and install new light fixtures per the plans.

6. HVAC

6.1. Provide and install new HVAC as noted on the plans.

INTERIOR COMMON AREAS – LAUNDRY & MAINTENANCE BUILDING

7. Ceilings

7.1. Prepare ceilings to receive new paint. Inclusive of minor repairs for consistent finish.

8. Doors

8.1. All existing doors remain. Install new lever type hardware as indicated on the plans. Construction master keying is acceptable and if needed but must be disabled at unit turnover.

9. Flooring

9.1. Install new flooring as shown on the plans.

10. Paint

10.1. Prepare walls to receive new paint and install two coats of paint to walls, ceilings, and trim.

11. Electrical

11.1. Provide and install new light fixtures per the plans.

END SCOPE OF WORK
