

**RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)  
Application for Rental Development Financing**

**PLEASE NOTE: AHFC Reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's FY 2015-16 Action Plan goals and policy direction from the Austin City Council.**

Project Name: Govalle Terrace (may be changed)

Project Address: Jain Lane & Shady Lane Zip Code: 78721

Total # units in project/property: 97 Census Tract Number: 21.11

Total # units to be assisted with RHDA Funding: 35 City Council District Number: 3

Project type (check all that apply with an 'X'):

Acquisition     Rehabilitation     New construction     Refinance     Rent Buy-Down

Amount of funds requested: \$3,380,000 (\$500,000 CDBG) Terms Requested: Deferred forgivable w/40 yr term

Role of applicant in Project (check all that apply):  Owner     Developer     Sponsor

**1. Applicant Information** (If applicant is not acting as the developer, please provide all of the information below for the developer as well as for the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization).

Cesar Chavez Foundation  Developer     Consultant/Other  
Name Applicant is (please check appropriate box):

316 W. 2<sup>nd</sup> Street, Suite 600  
Street Address

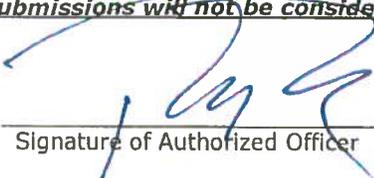
Los Angeles CA 90012 213-362-0260 x 262  
City State, Zip Telephone

Alexandra Dawson 213-362-0260 x 262 adawson@chavezfoundation.org  
Contact Person Contact Telephone E-mail address

[REDACTED] [REDACTED]  
Federal Tax ID Number D-U-N-S Number (REQUIRED - Visit [www.dnb.com](http://www.dnb.com) for free DUNS#)

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

Cesar Chavez Foundation  
Legal Name of Developer/Entity

  
Signature of Authorized Officer

**City of Austin**  
**AUG 22 2016**  
**NHCD / AHFC**

Secretary  
Title

August 22, 2016  
Date

## **CONSIDER SMOKE-FREE HOUSING**

The City of Austin encourages the development of smoke-free rental housing. Smoke-free housing protects the health of residents by decreasing exposure to harmful secondhand smoke. Also, apartment owners and managers reap the benefits of more efficient and less expensive unit turnovers, potentially lower insurance premiums, and reduced risk of fires.

Smoke-free policies are legally permissible and can be a marketing advantage for attracting and retaining residents. More than 80 percent of people living in the Austin area do not use tobacco, and a 2011 survey conducted by the Austin/Travis County Health and Human Services Department found that 77 percent of renters in Travis County would prefer to live in tobacco-free housing.

Find out how you can protect the health of residents, make your property safer, and save money by downloading a copy of "A Manager's Guide to Smoke-Free Housing Policies" at: <http://www.livetobaccofreeaustin.org/owners.php>.

### **Please answer the following questions.**

Is this development intended to have restrictions on smoking?       Yes       No

If "Yes," what level of restriction is intended?

- No smoking anywhere on the property, inside or outside
- No smoking Inside residents' units
- No smoking in outdoor exclusive use areas such as individual balconies or patios
- No smoking in outdoor common areas such as pool, parking lot, green spaces, etc.
- No smoking outdoors within a reasonable distance from building entrances (such as 15 – 25 feet) to prevent smoke from entering another resident's open windows or doors.

2. **A. Non-profit applicants/developers, attached copies of the following:**

1. A "certificate of status" issued by the Texas Secretary of State.
2. Federal IRS certification granting non-profit tax-exempt status.
3. Certified financial audit for most recent year which include the auditor's opinion and management letters.
4. Board resolution approving the proposed project and authorizing the request for funding.
  - a. Please see **Exhibit A** for the aforementioned documents.

**B. For-profit applicants/developers, attach copies of the following:**

1. For Corporations, Limited Partnerships, and Limited Liability Companies, a copy of a "certificate of status" issued by the Texas Secretary of State.
2. A current financial statement
3. Proof of sufficient reserves or a line of credit available, if necessary, in order to complete the proposed project.

3. **Project Type (Please check any that apply.)** This project is considered:

**Traditional Rental Housing** (serving low-income households, and resident services may or may not be provided)

**Transitional Housing** (case management services provided and residency limited to a certain length of time, usually no more than 24 months)

**Permanent Supportive Housing** (Considered long-term rental housing for very low-income families and individuals who are among the hardest to serve and who are most vulnerable to homelessness. This type of housing provides case management services to residents as needed).

**If you checked Permanent Supportive Housing, please complete the information below.**

**A. Numbers of proposed PSH Units:**

\_\_\_\_\_ Total Number of Units in project

\_\_\_\_\_ Total Number of Permanent Supportive Housing (PSH) Units Proposed

**B. Check the population or sub-population(s) proposed to be served and indicate the number of units dedicated to that population or sub-population.**

1. \_\_\_\_\_ Persons needing "**Housing First**," a Permanent Supportive Housing model typically designed for individuals or families who have complex service needs, who are often turned away from other affordable housing settings, and/or who are least likely to be able to proactively seek and obtain housing on their own. Housing First approaches also include rapid re-housing which provides quick access to permanent housing through interim rental assistance and supportive services on a time-limited basis.

NUMBER OF UNITS \_\_\_\_\_

Individuals or families headed by individuals that are:

2. \_\_\_\_\_ **Chronically homeless** as established in the HEARTH Act (Homeless Emergency and Rapid Transition to Housing Act of 2009) found at 24 CFR Part 577.

NUMBER OF UNITS \_\_\_\_\_

3. \_\_\_\_\_ Households that would otherwise meet the HUD definition of chronically homeless per the HEARTH Act, but **have been in an institution for over 90 days**, including a jail, prison, substance abuse facility, mental health treatment facility, hospital or other similar facility.

NUMBER OF UNITS \_\_\_\_\_

4. \_\_\_\_\_ Unaccompanied youth or families with children **defined as homeless under other federal statutes** who:

a. have experienced a long-term period without living independently in permanent housing;

- b. have experienced persistent instability as measured by frequent moves over such period; and
- c. can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

NUMBER OF UNITS \_\_\_\_\_

5. \_\_\_\_\_ A single adult or household led by an adult **‘aging out’ of state custody of the foster care or juvenile probation system**, where the head of household is homeless or at-risk of homelessness.

NUMBER OF UNITS \_\_\_\_\_

6. \_\_\_\_\_ Any other population **not defined above** but who would otherwise be eligible for or need permanent supportive housing services.

NUMBER OF UNITS \_\_\_\_\_

**NOTE: APPLICANTS CHECKING B.1, B.2, B.3, or B.4 ABOVE MUST COLLECT AND REPORT INFORMATION INTO THE HOMELESS MANAGEMENT INFORMATION SERVICE (HMIS)**

**4. Project Description.** Provide a brief project description that addresses items “A” through “L” below.

- a. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents.

Govalle Terrace is a proposed mixed-income new construction multi-family development to be located on 3.9 acres at Shady Lane and Jain Lane in the thinkEAST PUD. The development will contain 97 units – 78 of which will be targeted toward households with incomes between 30% - 60% AMI, and 19 of which will be market-rate.

The development plan proposes a four-story building including a leasing office, laundry center, social service staff office and community learning center. The property will have a mix of studio-, one-, two- and three-bedroom units:

Unit Type	# of Units	Square Footage	Total Square Footage
Studio	10	500	5,000
1 bed/1 bath	35	600	21,000
2 bed/2 bath	38	800	30,400
3 bed/2 bath	14	1000	14,000
Total Rentable Square Footage			70,400
Total Common Area Square Footage			6,400
<b>Total Square Feet</b>			<b>76,800</b>

**GREEN BUILDING**

The Project will be designed from the ground-up to maximize efficiency and sustainability. The Cesar Chavez Foundation strives to build its projects as energy efficiently as possible to minimize the impact on the environment, the impact on operational expenses and the impact on the monthly out of pocket expenses for our residents. In accordance with the thinkEAST PUD district’s requirements, The Project will meet Austin Green Building’s 2-star rating.

## RESIDENT SERVICES

Resident Services will be provided through Cesar Chavez Foundation's Education Institute, which is an educational institution whose mission is to improve the level of academic proficiency among Farm Worker, Latino, and other working families by providing educational opportunities that have never been within their reach. Services will be tailored to the property's population and formalized once the resident's needs has been determined. The Education Institute provides social services to our properties in California, Arizona, New Mexico and Texas, serving over 300 older adults at six community centers, and 350 students at approximately 22 learning centers. Resident services could include an after-school program for students in Kindergarten through fifth grade, technology, computer literacy, leadership development, service learning, health & nutrition, exercise & wellness programs, or financial literacy.

- b. Include the type of structure (multi-family or single-family), number and size of units in square feet.

This multi-family project will be designed from the ground-up to maximize efficiency and sustainability. The community will feature ninety-seven (97) units – ten (10) studios at 500 sq.ft., thirty-five (35) 1 bed/1 bath units at 600 sq.ft., thirty-eight (38) 2 bed/2 bath units at 800 sq.ft. and fourteen (14) 3 bed/2 bath units at 1,000 sq.ft..

- c. Indicate whether the property is occupied at the time this application is being submitted.

The property is currently vacant land.

- d. Indicate whether the project meets the requirements of the City's Vertical Mixed-Use (VMU) Ordinance, or is in a Planned-Unit Development (PUD) or Transit Oriented Development (TOD), or is located less than .25 miles from a transit stop (not just a transit route).

The Project is located in under PUD Ordinance No. 20130627-090 and will meet all requirements of the PUD. Note that we are seeking an amendment to the PUD to allow for a 4<sup>th</sup> story, or 50 feet, to maximize density. The PUD currently allows for up to 3 stories or 40 feet.

- e. Indicate whether the project will preserve existing affordable rental units.

The Project will be constructed on a vacant parcel so it will not be preserving any existing affordable rental units, only adding units to the City's overall affordable housing stock.

- f. If there are existing structures, provide documentation from the taxing authority or another third-party source indicating the year the structure was built.

N/A

- g. Indicate the number of units reserved for Housing Choice Voucher holders (Section 8).

All units at Govalle Terrace will be available to households with Section 8 vouchers.

- h. Indicate the number of units that are or will be made accessible and adaptable for persons with mobility, sight or hearing disabilities.

10% of units, or 10 units, will be made accessible for persons with mobility disabilities. 2% of units, or 2 units, will be made accessible for persons with sign and hearing disabilities.

- i. Demonstrate the Project's compatibility with current Neighborhood Plan (if applicable).

The Project's location is in the Govalle/Johnston Terrace Neighborhood (GSTN). The Neighborhood Vision of GSTN, as adopted in 2003, is to, "be an affordable, family oriented neighborhood with a strong sense of community and place where people want and are able to live their entire life". Our Project would contribute directly to this vision by bringing new affordable multi-family housing to the neighborhood that is attractive, energy efficient and fits with the character of the neighborhood. The GSTN plan outlines specific re-uses for the area known as "Tank Farm" where our property is located. This area was, "something that negatively impacted the environment and the community". The GSTN desires to turn the area into something that will positively impact the neighborhood with future uses being a, "mix of retail, commercial, office, civic, residential, cultural and open space uses". As a result of this vision to re-develop the Tank Farm, the thinkEAST PUD district was adopted on July 8, 2013. Our Project is also compatible with the PUD.

The Project has support from Daniel Llanes, Chair of the Govalle/Johnston Terrace Neighborhood Plan Contact Team. **See Exhibit B** for letter of support.

- j. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of AHFC funds being requested, and the amount(s) and provider(s) of other funding and the stage of those funding commitments.

CCF has determined this Project is an excellent candidate for the Texas Department of Housing and Community Affairs 4% LIHTC program as well as City of Austin's Multifamily Mortgage Revenue Bond program. The Project is expected to cost approximately \$15,981,884. It would be funded through an \$8,807,022 tax exempt bond construction loan that would be paid down and converted to a permanent loan in the approximate amount of \$6,932,000 at permanent conversion. Federal 4% tax credit equity would fund approximately \$4,599,962 of the total costs. CCF will seek competitive proposals from lenders and investors to obtain the necessary tax credits to complete The Project. Application for bond financing with City of Austin will be submitted in the 4<sup>th</sup> quarter of 2016 and application for 4% LIHTC will be submitted in January 2017. We are seeking a total of \$3,380,000 in AHFC funds, \$500,000 of which we are requesting be funded through the CDBG program and used toward acquisition of the land. The additional \$2,880,000 will primarily go toward funding the \$10,215,759 in construction hard costs. The loan terms requested herein are 0% interest with a 40 year permanent term and 40 year amortization, subject to cash flow availability. Finally, CCF will contribute approximately \$1,069,822 of deferred developer fee to The Project.

**Please attach the following to the description of the above items:**

- k. A map (8 ½" x 11") indicating the property location and the distance to the nearest Capital Metro Transit Stop to which residents will have access.

Please see **Exhibit C**.

- l. A flood plain map generated by [www.ATXFloodPro.com](http://www.ATXFloodPro.com) with the property parcel identified and the legend displayed showing the various types of FEMA Flood Plain zones.

Please see **Exhibit C**.

5. **Site Control and Demonstration of Value.** Include evidence of site control such as a warranty deed or a current earnest money contract, and provide a real estate appraisal or current tax documentation that substantiates the value of the property.

Cesar Chavez Foundation has a contract for purchase of the site with. Please see **Exhibit D**. If selected for funding, an appraisal will be ordered and provided upon request.

- 6. **Zoning.** Include a letter from the City of Austin’s Planning and Development Review Department (PDRD) verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted to PDRD. Should the project be approved for funding, the appropriate zoning must be in place prior to execution of loan documents.

The Project is located in the thinkEAST PUD district which consists of approximately XX acres. The PUD ordinance allows for land uses permitted under LO-MU, MF-6, CS-MU and PUBLIC districts and is regulated by the thinkEAST Austin Urban Creative District Land Use Plan. The zoning and land use plan allows for multifamily development on the Project’s Land Use Area 3. The current owner, thinkEAST Austin, LP and Cesar Chavez Foundation are seeking an amendment to the Ordinance and Land Use Plan to allow for a 4<sup>th</sup> story, or 50 feet on Land Use Area 3. Please see **Exhibit E** for the zoning verification letter.

- 7. **S.M.A.R.T. Housing™.** Include a copy of the letter that indicates the project has been reviewed and meets S.M.A.R.T. Housing™ requirements.

Please see **Exhibit F**.

- 8. **Development Team and Capacity.** Identify below the persons or entities anticipated to be involved in the project, such as lenders, attorneys, accountants, architects, engineers, general contractor, sub-contractors, property managers and consultants. Also, indicate if any person or entity involved is certified by the City of Austin as a minority or women-owned business enterprise (**MBE/WBE**), or if any of the entities are also **non-profit** organizations.

**Please also provide narrative information about the skills you or your development team members have in the following areas:**

- a. project management,
- b. market analysis,
- c. site selection and control,
- d. planning and construction,
- e. design, architecture and engineering,
- f. legal and accounting,
- g. federal funding rules and
- h. other funding source rules (e.g. Low Income Housing Tax Credits).

	<b>Name and Contact Information</b>	<b>MBE? (Mark X if Yes)</b>	<b>WBE? (Mark X if Yes)</b>
Owner	<b>TBD limited partnership subsidiary of Rufino Contreras Affordable Housing Corporation, Inc., a subsidiary of Cesar Chavez Foundation</b>		
Developer	<b>Cesar Chavez Foundation (non-profit) 29700 Woodford-Tehachapi Road Keene, CA 93531</b>		
Architect	<b>JHP Architecture John Schrader 8340 Meadow Road, Suite 150 Dallas, TX 75231 214-363-5687</b>		
Engineer	<b>Big Red Dog Ricky DeCamps</b>	<b>X</b>	

	<b>2021 East 5<sup>th</sup> Street, Suite 110 Austin, Texas 78702 512-669-5560</b>		
Construction Lender	<b>TBD</b>		
Other Lenders	<b>Permanent Lender - TBD</b>		
Attorney	<b>Shackelford, Bowen, McKinley &amp; Norton, LLP Michelle Snedden 9201 N. Central Expressway, Fourth Floor Dallas, TX 75231 214-780-1413</b>		
Accountant	<b>TBD</b>		
General Contractor	<b>Greenfield Construction, LLC Richard Rollins 316 W. 2<sup>nd</sup> Street, Suite 600 Los Angeles, CA 90012 213-362-0260 x 237</b>		
Consultant (Market Analysis)	<b>Apartment MarketData, LLC Darrell Jack 20540 Highway 46 West, Suite 115-PMD 416 Spring Branch, TX 78070</b>		
Property Management Provider	<b>Cesar Chavez Foundation (non-profit) Alfonso Trujillo 316 W. 2<sup>nd</sup> Street, Suite 600 Los Angeles, CA 90012 213-360-0260 x 226</b>		
Other:			

CCF, a California 501(c)(3) nonprofit corporation, was founded in 1966 by César E. Chávez who envisioned an organization that would provide social services, alongside the work being done by the United Farm Workers, for the farm workers laboring in the fields. Since its inception, the Foundation's emphasis on housing integrated with social services has been crucial to the enrichment of our communities. Providing clean and safe communities for individuals, families and seniors has long been a mission of CCF, and with every new development and each community we serve, we further understand the importance of services for our residents and future generations. CCF works to maximize human potential for improving communities by preserving, promoting and applying the legacy and core values of civil rights leader César E. Chávez. Through innovative community programming, we strive to empower individuals to fully realize their inherent and unlimited potential to make a difference in their own lives, in their communities, and in our world. CCF serves tens of thousands of individuals through affordable housing development, educational programming, and broadcast communications and through our conference center in Keene, CA. The organization has expanded its reach from primarily serving farm workers to addressing quality of life issues for individuals, families and communities throughout the Southwest.

### **HOUSING & DEVELOPMENT TEAM**

Within CCF is the Housing and Economic Development Fund (HED), which focuses on developing service-enhanced affordable housing, and is led by Executive Vice President, Alfredo Izmajtovich. Mr. Izmajtovich's more than two decades of professional experience in affordable housing includes Manager of the Housing Division for the Los Angeles County Community Development Commission, with an annual budget of more than \$40 million. He was Vice President of Acquisitions for National Community Renaissance (National CORE), leading the transformation of the non-profit affordable housing group to a nationally recognized leader in its field. Mr. Izmajtovich boasts extensive experience managing the underwriting of housing programs, including but not limited to, Low-Income Housing Tax Credits, state and federal housing programs, and various private programs, as well as overseeing every aspect of the housing development process. Under his direction is a staff with experience in both the private and

public sectors, whom have a firm understanding of managing a project in a timely manner from start to finish, while satisfying local, state and federal requirements. Please see **Exhibit G** for resumes of CCF staff who will be directly involved in the project management, financing, development, design, construction, property management and social service programs for this Project.

**Please also provide narrative information about the skills you or your development team members have in the following areas:**

- a. project management:** Alex Dawson's role as project manager includes coordinating pre-development due diligence, running project proformas, applying for and securing financing, selecting equity and lending partners, selecting third party consultants such as architect and engineer, coordinating closings and ensuring construction and financing related compliance.
- b. market analysis:** Cesar Chavez Foundation has contracted with Apartment MarketData to conduct our market analysis study required by TDHCA. They are dedicated to providing the development and financial communities with up to data assessments of the Texas multi-family markets. AMD comprehensively tracks rental and occupancy rates on over 1,700,000 apartment units across the state of Texas. Their specialties are Multi-Family demand and site assessments, Market Feasibility Studies (Market Study), LIHTC demand assessments, Rent and occupancy studies, HUD 221(d)4, HUD MAP Certified.
- c. site selection and control:** Alfredo Izmajtovich has over 25 years of experience in affordable housing including his role as Vice President of Acquisitions of National CORE from 2001 to 2011. Additionally, Jennifer Bartlett been in acquisition since 2011 and has over 20 years of experience in the affordable housing industry. Jennifer Bartlett and Alex Dawson work with the title company to ensure compliance with the purchase agreement and will oversee the closing on behalf of the owner and developer.
- d. planning and construction:** One of CCF's most valuable assets is our in-house construction company, Greenfield Development, LLC ("Greenfield"), a subsidiary of CCF. Greenfield's staff has over 20 years of construction supervision and management experience. The Greenfield team uses that insight to help CCF control its construction costs by value engineering and applying those cost savings to enhance the development. Greenfield also provides expert oversight of the day to day construction to keep projects on schedule, and is responsible for the overall planning, coordination and management of our projects from inception to completion.

Formed in 2012, Greenfield has overseen construction at our most recent rehabilitation projects – The Timbers Apartments, Park at Cliff Creek, Casa Velasco Apartments, Villa Robles Apartments, Plaza Mendoza Apartments and Plaza Dionisio Vasquez. All projects have been completed on-time and on-budget with the exception of The Timbers Apartments which is still undergoing renovation. The Timbers is projected to be completed on-time and on-budget.

- e. design, architecture and engineering:** **Exhibit H** will include a resume for our architect, JHP Architecture, and their firm's vast experience designing both affordable and mixed-use rental projects, as well as a resume from our civil engineering firm, Big Red Dog.
- f. legal and accounting:** Paul Park, JD/MBA has been the General Counsel for Cesar Chavez Foundation since 2002. Paul oversees and directs all legal matters pertaining to the Chavez Foundation's operations, including litigation, corporate transactions, and all compliance matters involving tax, labor and employment, and nonprofit laws. Cesar Chavez Foundation is partnering with Shackelford, Bowen, McKinley & Norton, LLP whose firm has over 20 years of experience in the area of affordable housing. Their resume is included under **Exhibit H**.

All accounting is performed in-house and lead by our CFO, Cliff Timmermans. As Cesar Chavez Foundation's CFO, his day-to-day responsibilities include overseeing a staff that produces financial reporting, accounts receivable & payable, payroll, reconciliation, budgeting and cash flow management. One of the strengths he brings to his job is knowledge of cost and construction accounting. He was a general contractor from 1976 to 1980 with Timberline Construction Co., handling management and general accounting for the construction of single-family residences; vice president of Timmermans Lumber Co. Inc. between 1976 and 1980; Realtor associate with Associated Realtors Inc. from 1980-1983; and president/director of Guaranty Construction Finance Corp. between 1983 and 1998, responsible for all accounting operations and corporate management.

Tax returns, audits and cost certifications are contracted out to 3<sup>rd</sup> party accounting firms such as Novogradac and Company, LLC.

- g. federal funding rules:** Cesar Chavez Foundation has extensive experience working with HUD funded programs including HUD section 8, HUD 236, HDU 202, HUD 223F, HOME, CDGB, and HUD regulations including Davis Bacon, Section 3, NEPA/CEQA, Affirmative Fair Housing Marketing, etc.
- h. other funding source rules (e.g. Low Income Housing Tax Credits):** Please see Cesar Chavez Foundation's resume in **Exhibit I** for a list of our properties and their funding sources.

## OTHER AREAS OF EXPERTISE:

### PROPERTY & ASSET MANAGEMENT

CCF's Property Management Division operates throughout the southwest and manages a portfolio of multi-family and senior apartment communities, as well as 48,000 square feet of commercial space and 45,000 sq. ft. of historically designated sites totaling more than \$220 million in assets under ownership and management.

The Property Management Division ensures that residents of our communities have a respectable place to live that is clean, safe, and well maintained. Additionally, adopting a holistic approach to building healthy communities means each of CCF's affordable housing communities offers their residents unique on-site community programs and services as well as inviting facilities and amenities including swimming pools, playgrounds, and community rooms. Such service opportunities and amenities are often in short supply for the people who need them the most due to cultural, language and transportation hurdles. CCF's Property Management Division is dedicated to serving the needs of low-income working families, seniors and special needs populations and to helping break the cycle of poverty through a positive and safe living environment.

One of our central goals is serving our residents and/or communities with programs that address the specific needs and demographics of each community. As a result, we have developed a model program to be replicated throughout all of our affordable multi-family housing communities and added after school and summer programs for youth and services for seniors residing in our properties. Our management strategies include the most current practices and proven traditions utilized in the industry. CCF's Property Management staff is a team of professionals trained in the latest property management techniques and is expected to uphold standards of excellence focusing on our mission and at the same time upholding the Cesar Chavez legacy. The Property Management staff receives initial and on-going training and support from the Regional Property Supervisors for all compliance reporting, welfare exemption filings, annual rent calculations for recertification and audit reviews.

CCF has extensive experience managing housing in both urban and rural areas. Although CCF has traditionally developed housing in under-served rural communities, it has also developed a large share of its housing in urban areas such as Austin, Houston, Dallas, San Antonio, Phoenix, Albuquerque, Bakersfield, and Fresno, and is

continuing to expand its reach with a new mixed-use development in Los Angeles in partnership with Trammell Crow. CCF has also developed and managed retail centers, with tenants that include restaurants, gas stations, Laundromats, markets, and beauty salons. The diversity and experience of CCF’s Property Management department allows CCF to succeed when establishing ourselves in markets where we have not yet operated.

To ensure timely compliance with our various funding agreements, CCF has an Asset Management department that help us monitor all compliance-related processes including managing the various regulatory agreements such as LIHTC’s, HUD section 8, HUD 236, HUD 223F, HOME, BOND, CalHFA, MHP, AHP, CDGB, and conventional permanent lenders. This department is in place to ensure compliance with housing program(s) and departmental duties include monitoring policies and procedures, project compliance, unit eligibility, applicant eligibility, program terms, income and rent limits, utility allowance determinations, tenant certifications, deeper-target unit requirements, NAUR, unit transfers, minimum set-aside requirements, verifications, tenant file audits, program eligibility processing forms, monitoring of LURA/Regulatory Agreements, monitoring of multi-subsidized projects, preparation and responses to monitoring reviews, external and internal reporting, continuing education, consultation, and training project staff.

9. **Environmental Assessments.** The City of Austin Brownfields Redevelopment Office has Environmental Protection Agency funding available until September 1, 2017 to provide free Phase I Environmental Site Assessments, Asbestos Inspections and Lead-based Paint Surveys to assist with property transactions, developments and redevelopments. The Office can also complete Phase II ESAs at no cost for eligible entities. Please contact the office to see if you are eligible to receive these free services to assist with your project at <http://austintexas.gov/brownfields> or [brownfields@austintexas.gov](mailto:brownfields@austintexas.gov).

The Brownfields Redevelopment Office has provided us with a Phase I and is currently working on a site vapor study.

10. **Development Schedule.** Complete the grid below. You may re-order the steps according to the appropriate sequence for your project and to add in any other significant steps integral to your project’s development. If the multiple properties are involved, provide a development schedule for each property.

	<b>DATE(S)</b>
Acquisition and/or holding	<b><u>5/26/16 (P&amp;S contract executed)</u></b>
Environmental and/or historic review (AHFC)	<b><u>TBD</u></b>
Due Diligence & Entitlement Process Start	<b><u>5/26/16</u></b>
Due Diligence & Entitlement Process End:	<b><u>3/26/17</u></b>
4% LIHTC Application Submittal	<b><u>1/15/17</u></b>
Bond Application Submittal	<b><u>1/15/17</u></b>
4% LIHTC Application Approval	<b><u>4/15/17</u></b>
Construction Specifications and Cost estimates	<b><u>11/1/16</u></b>
Construction Bids	<b><u>1/15/17</u></b>
Land & Construction Closing	<b><u>5/18/17</u></b>
Construction Start	<b><u>6/18/17</u></b>
Anticipated Draws (list all)	<b><u>Once monthly beginning 5/18/17 ending 8/30/18</u></b>
End Construction	<b><u>8/30/18</u></b>
Start of Rent-up	<b><u>8/30/18</u></b>
Stabilized Occupancy	<b><u>11/30/18</u></b>
Permanent Loan Conversion	<b><u>01/21/19</u></b>

**11. Accessible and Adaptable Units.** Indicate the number of units proposed to be **accessible and adaptable** for persons with mobility, sight and hearing disabilities as required by RHDA Program Guidelines.

\_\_\_\_\_ Units adaptable for persons with mobility disabilities  
 \_\_\_10\_\_\_ Units accessible for persons with mobility disabilities  
 \_\_\_\_\_ Units adaptable for persons with sight and hearing disabilities  
 \_\_\_2\_\_\_ Units accessible for persons with sight and hearing disabilities

**12. Developer Capacity.** Provide narrative information on recent, similar, and successful experience in affordable housing development. Include experience using multiple fund sources, managing affordable rental developments, and previous working history with the Austin Housing Finance Corporation.

CCF has a 30+ year track record of success in developing affordable multifamily projects which are financed through various public financing sources including Low Income Housing Tax Credits (LIHTC), HOME Investment Partnership Program (HOME, Community Development Block Grant (CDBG), Housing and Community Development (HCD), Affordable Housing Program (AHP), Mental Health Services Act (MHSA), Affordable Housing and Sustainable Communities Program (AHSC) Greenhouse Gas Reduction Fund, HUD 202 – Supportive Housing for the Elderly Program, bonds and other public financing sources. CCF has developed 37 multifamily projects consisting of more than 4,700 units financed by layered public sources, and has extensive experience identifying, applying for and securing these funds through competitive processes. The Cesar Chavez Foundation has financed projects up to \$30 million using a combination of sources mentioned above.

**RECENT DEVELOPMENT EXPERIENCE**

Property	Location	Units	Project Type	Funding Sources	Project Completed	Total Project Development Costs
The Timbers Apartments	Austin, TX	104	Family (Rehab)	4% LIHTC/Bond	Projected NOV 2016	\$16,158,000
Park at Cliff Creek	Dallas, TX	280	Family (Rehab)	4% LIHTC/Bond	FEB 2016	\$23,800,000
Plaza Dionisio Vasquez	Gilroy, CA	111	Family (Rehab)	4% LIHTC/Bond	2015	\$29,260,000
Paseo Abeytia	Phoenix, AZ	46	Senior (New Construction)	202 PRAC, HOME, AHP	2013	\$8,500,000
Casa Pedro Ruiz	Fillmore, AZ	49	Senior (New Construction)	202 PRAC, Go Bonds, AHP	2013	\$7,950,000
*Alta Vista	East Los Angeles, CA	60	Mixed Use (New Construction)	9% LIHTC, Redev TI Funds, HOME, CDBG, CMD, HCD IIG	2013	\$24,950,000
Casa de Eva	Bakersfield, CA	49	Senior (New Construction)	202 PRAC, 9% LIHTC	2012	\$14,300,000

\*Alta Vista was constructed by National CORE – Alfredo Izmajtovich led the development team.

Most recently CCF has partnered with AHFC on the acquisition/rehab of the 104 unit multi-family community called The Timbers Apartments located at 1034 Clayton Lane. The transaction used multifamily revenue bonds and 4% LIHTC and closed in March 2016. The rehabilitation is currently 60% complete. AHFC serves as General Partner, CCF as Developer and a subsidiary of CCF serves as the Special Limited Partner. CCF provides all property

management and social services for the property. CCF's full resume is included as **Exhibit I** and a list of recent highlights is included below.

### NEW CONSTRUCTION HIGHLIGHTS



#### *Paseo Abeytia – Phoenix, AZ*

Paseo Abeytia is a 46-unit single-story senior apartment community located in Phoenix, AZ and completed in September 2013. Residents pay no more than 50% AMI making Paseo Abeytia very affordable. The total project development costs were \$8.5M and it was financed with \$5.6M from the HUD 202 program, \$2M from City of Phoenix HOME funds, \$260K in AHP funds and a \$400K DPG grant.

Paseo Abeytia features all of the modern amenities that allow our residents to proudly call this community home including energy star appliances, a large community room, library, laundry room, indoor and outdoor lounge areas, a walking path with an exercise station and drought tolerant landscape. Construction began in October 2011. CCF serves as both the property manager and will provide Spirit, Mind and Body program services to seniors living onsite.



#### *Casa Pedro Ruiz – Phoenix, AZ*

Casa Pedro Ruiz was completed in 2013 utilizing HUD 202 program funds and AHP funds. This site is a two-story, 49-unit site serving the low-income senior community in Phoenix with units targeting to seniors at or below 50% AMI. The community features 1-bedroom units (and (1) 2-bedroom manager's unit) and residents enjoy community features such as laundry facilities, a computer lab, community room and warming kitchen, indoor and outdoor lounge areas, a library and drought tolerant landscaping. Construction costs totaled \$4.1M and total development costs were approximately \$7.9M. The project was financed with \$5.6M from the HUD 202 program, \$1.9M from the City of Phoenix, and \$450K in AHP funding. Construction began in September 2012 and was completed in November 2013.



#### *Casa de Eva – Bakersfield, CA*

Casa de Eva is a new construction three-story, 49-unit affordable housing community targeted to low- and very low-income seniors in Bakersfield, CA. It sits on 2.14 acres adjacent to a 150-unit multi-family apartment complex also developed and managed by CCF. Residents pay rent equivalent to no more than 30% of their income. This community features a community room with kitchen, library, laundry facilities and indoor and outdoor lounge areas. Total development costs were \$14.3M and included \$7.9 M in HUD 202 funds and \$6.4M in 9% LIHTC. Similar to most of our sites,

the property is managed by CCF and our senior Spirit, Mind and Body program is also managed by CCF's Community Services division.

**13. Detailed Project Budget.** Use the following table, or comparable format, to provide a complete project budget. Add line-items as necessary. If this project has already received funding from AHFC, indicate by line item the amounts from the prior award.

See Exhibit J

**14. Funds Proposal.** Provide the following information to facilitate financial review of the proposed project:

a. **Sources and Uses of Funds** – Complete **Tables A & B (below)**, identifying all sources and uses of funds to implement project and include evidence of funds anticipated (financial statements, commitment letters, etc.).

<b>TABLE A.1: CONSTRUCTION SOURCES OF FUNDS SUMMARY</b>					<b>Intended Use of Funds (Predevelopment, Acquisition, Construction, Soft Costs)</b>
	Term	Interest Rate	Amount	Evidence (Deed, Sales Contract)	
<b>Tax Exempt Bonds</b>	<b>TBD</b>	<b>+/- 4.7%</b>	<b>\$8,807,022</b>	<b>Commitment Letter can be provided upon receipt</b>	Predevelopment, Acquisition, Construction, Soft Costs
<b>GP Capital</b>	<b>N/A</b>	<b>N/A</b>	<b>\$100</b>		Construction or Soft Costs
<b>Federal LIHTC 4%</b>	<b>N/A</b>	<b>N/A</b>	<b>\$1,609,987</b>	<b>Commitment Letter can be provided upon receipt</b>	Predevelopment, Construction, Soft Costs
<b>RHDA (GO Bonds)</b>	<b>Deferred forgivable w/40 term</b>	<b>0%</b>	<b>\$2,880,000</b>		Predevelopment, Acquisition, Construction
<b>Proposed RHDA Funds (CDBG)</b>	<b>Deferred forgivable w/40 term</b>	<b>0%</b>	<b>\$500,000</b>		Acquisition
<b>TOTAL</b>			<b>\$13,797,109</b>		

<b>TABLE A.2: PERMANENT SOURCES OF FUNDS SUMMARY</b>					<b>Intended Use of Funds (Predevelopment, Acquisition, Construction, Soft Costs)</b>
	Term	Interest Rate	Amount	Evidence (Deed, Sales Contract)	
<b>Permanent Loan</b>	<b>30 years</b>	<b>+/- 4.7%</b>	<b>\$6,932,000</b>	<b>Commitment Letter can be provided upon receipt</b>	Predevelopment, Acquisition, Construction, Soft Costs
<b>GP Capital</b>	<b>N/A</b>	<b>N/A</b>	<b>\$100</b>		Construction or Soft Costs
<b>Federal LIHTC 4%</b>	<b>N/A</b>	<b>N/A</b>	<b>\$4,599,962</b>	<b>Commitment Letter can be provided upon receipt</b>	Predevelopment, Construction, Soft Costs
<b>Deferred Developer Fee</b>	<b>N/A</b>	<b>0%</b>	<b>\$1,069,822</b>		Construction, Acquisition, Soft Costs
<b>RHDA (GO Bonds)</b>	<b>Deferred forgivable w/40</b>	<b>0%</b>	<b>\$2,880,000</b>		Predevelopment, Acquisition,

	term				Construction
Proposed RHDA Funds (CDBG)	Deferred forgivable w/40 term	0%	\$500,000		Acquisition
TOTAL			\$15,981,884		

TABLE B: USES OF FUNDS SUMMARY		
	Total Cost	Cost/Unit
Predevelopment	\$650,000	\$6,701
Acquisition	\$1,600,000	\$16,495
Hard Costs	\$10,215,759	\$105,317
Soft & Carrying Costs	\$3,516,125	\$36,653
TOTAL	\$15,981,884	\$164,762

b. **Leveraging** – Complete **Table C (below)**.

TABLE C: PERCENTAGE OF RHDA FUNDS	
RHDA Funds	3,380,000
Other Funds	12,601,884
Total Project Cost	15,981,884
RHDA Funds ÷ Total Project Cost=	21.1%

c. **Operating Proforma** – In a format comparable to Table D below, prepare a minimum twenty (20) year financial Operating Proforma which realistically reflects the operation of the project relative to current and anticipated revenues, expenses and debt. The Proforma must indicate the anticipated debt coverage ratio (DCR) calculated as follows: net operating income (NOI)/debt service (DS) = DCR. For projects that will not carry debt, use the number “1” as the denominator in the equation.

See Exhibit K.

**15. Good Neighbor Policy.** Please refer to the City’s Good Neighbor Guidelines and demonstrate compliance with the Good Neighbor Policy by completing the Good Neighbor Checklist and providing the documentation requested.

**16. Description of Supportive Services.** If supportive services are NOT to be provided, please stop here. For all other projects, if supportive services are to be provided to residents, provide a description of the services that includes the following information:

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

The 4% LIHTC program under TDHCA requires that all funded projects choose well rounded services that will enhance communities funded by the program. Our Education Institute team is experienced in providing services that meet the TDHCA requirements and are responsive to the needs of our residents. Because we anticipate having families with children living on the property, our services will likely be geared toward after-school and summer programming for children in Kindergarten through 5<sup>th</sup> grade.

The Cesar Chavez Education Fund (CCEF) provides educational enrichment programs through our afterschool programming known as the Si Se Puede Learning Centers (SSPLC) located on our affordable housing properties in multiple southwestern states. Each year we serve approximately 20 students in kindergarten through fifth grade at each center. Our program runs in session Monday-Friday after school for approximately two and one-half hours. The program is enriched and focuses on Cesar E. Chavez's Ten Core Values and the 11 Principles of Character Building. It consists of homework help, Self-Organized Learning Environment Curriculum (SOLE), health, fitness and nutrition. Our students are not only obtaining educational opportunities that have never been within their reach but are acquiring skills that will help them develop into our future leaders.

At the Si Se Puede! Learning Centers – After School Program the goal is to enroll 15 students and retain 80% of these students during the school year, in the grades K-5<sup>th</sup>. We aim to maintain an average daily attendance of 80% or above and improve youth's problem solving skills and promote positive adult-youth relationships.

Aside from our Afterschool Programs in Texas, we also provide 32 additional social services to the residents. Teachers provided educational classes that range in topics such as: Health & Nutrition, Citizenship Classes, GED Preparation Courses, and many other beneficial topics that the residents can benefit from. By providing these additional services to our residents we have encouraged them to continue their post-secondary education and seek prosperous job opportunities. With this work we have established partnerships with outside agencies that have created a safe atmosphere for the community.

### **Homework Help**

- Students are receiving more and more homework, and we understand the importance of homework. We provide a safe and stress free place for students to complete their homework on a daily basis.
- We understand that parents struggle to support their children with homework - from language barriers, parents working long hours to support their families, and students needing extra help and materials, the center is there to help and assist in any way we can.
- Mondays-Thursdays we have 1 hour designated to homework, where Lead Teachers can help students one-on-one, or have students help each other out. At some locations we also have volunteers come in during their free time and help our students by providing the students with additional support.

### **SOLE (Student Organized Learning Environment)**

- We take what Sugata Mitra developed and incorporate questions and activities based on the Core Values of Cesar Chavez and the 11 Principles of Character Building.
- We incorporate Kagan Strategies to help students be more involved in their Learning Environment.
- SOLE is a way to spark students' curiosity towards their learning.
- Students work in teams, learn how to research and speak publicly.
- SOLE is preparing students with life skills that will help them succeed.
  - Monday-Introduction
    - The teacher introduces the topic of the week in a fun and creative way where it leaves the students curious and excited to learn more about a new topic.
  - Tuesday-Research
    - Students work in teams to research the answers to the Question of the month.
    - We provide the students with a variety of hands on activities to learn about the topic of the month.
  - Wednesday-Activity
    - Students apply their research to a hands on project.
  - Thursdays-Character Building

### **Health, Fitness and Nutrition**

- With high obesity rates, we understand the importance of a healthy lifestyle.

- We have incorporated this in our daily program and a day designated to health, fitness and nutrition.
- We also provide students with a daily healthy snack.
- Fridays - For the first year we have incorporated a structured outline to guide teachers and help students keep an active and healthy lifestyle by creating healthier habits.

### Special Projects

- Students get to plan, organize and implement a special project each semester. The special projects for this academic year are a Drama Play, a Service Learning Project and a Wax Museum.
- Each Friday students have 1 hour to work on their projects, and at the end of each semester the SSPLC will host two evening events where the parents and community are invited to view the projects.

### **b. The number and types of residents/clients expected to be served annually.**

Students from Kindergarten through 5<sup>th</sup> grade living on site will be served annually. We expect that number to be between 15-20 students.

### **d. Describe the developer's experience and qualifications in providing the services to be offered.**

CCEF's primary focus is to improve the level of academic proficiency amongst low income families by providing a variety of educational programs. Our Community Services Department provides Afterschool Programs, Community Centers and Senior Centers across California, Arizona, New Mexico and Texas. We have **21** Si Se Puede Learning Centers and **2** community Centers (1 in CA and 1 in TX).

Our yearly goal for the Si Se Puede! Learning Center is to serve 300 students per academic year. For the 2016-17 school year, we served a total of 403 students across all 4 states, this number includes students enrolled and dropped throughout the school year.

### **e. If services are not provided by the developer of the project, include a description of the organization(s) providing the services and a memorandum of understanding or some other type of agreement that indicates the relationship between the developer and service provider.**

N/A

### **d. Provide resumes of key personnel who will be actively involved in the delivery of services. Resumes should include information about certifications, licenses, years of experience, and education.**

#### **Lead Regional Coordinator, Maria Cristina Cantu**

Maria Cristina Cantu-Gutierrez was born, raised and resides in the Rio Grande Valley. She studied education at the University of Texas-Pan American where she received a Bachelor's degree in Interdisciplinary Studies with a minor in Elementary Bilingual Bicultural Studies and a Masters of Education with a degree in Educational Administration Educational Leadership. She is currently enrolled in the doctoral program pursuing a degree in Curriculum and Instruction in Higher Education. She was an elementary teacher for 13 years and a Campus Interventionist for one. Cristina is currently a Lead Regional Coordinator for Community Services for Texas and New Mexico.

#### **Director of Education-Angelica Cazares**

Angelica Cazares has worked in the education field for more than 14 years; helping low-income, underserved, and under-privileged students to improve their academic achievements. Her career began through an academic assistance and enrichment program at the California State University Fresno, as a Teaching Fellow, tutoring and mentoring English-language learners at low-performing schools in the Fresno Unified School District. She went on to gain employment with Fresno Unified as a Reading Coordinator, helping students improve their literacy skills. In 2008, she started her career with the Foundation as an Area Coordinator, which later led to her promotion as the

Director of Education within the Education Fund. She is a graduate of California State University, Fresno with a B.A. degree in Liberal Studies. In her current role as Director of Education, she manages the community services and academic services' staff and oversees the daily operations of the education fund.

- f. Demonstrate financial capacity to provide support services and/or operate a supportive services program by providing the following information:

Please see **Exhibit L**.

1. Sources of Funds: Identify sources and amounts of funds that will be or are expected to be utilized to provide supportive services.
2. Budget: Include a supportive services budget which reflects current and anticipated funding and expenses associated with the provision of services for three (3) years.

---

**ATTENTION:**

**Please submit with the Application a completed "self-evaluation" using the following Scoring Criteria.**

**RHDA PROGRAM  
SCORING CRITERIA**

**REQUIRED INFORMATION:**

- |                               |       |                                |       |
|-------------------------------|-------|--------------------------------|-------|
| 1. Applicant Information      | x     | 10. Accessible/Adaptable Units | x     |
| 2a. Non-profit Required Items | x     | 11. Experience/Qualifications  | x     |
| OR                            |       | 12. Project Budget             | x     |
| 2b. For-profit Required Items | N/A   | 13. Funds Proposal:            |       |
| 3. Project Description        | x     | a. Sources                     | x     |
| 4. Site Control/Value         | x     | b. Uses                        | x     |
| 5. Zoning                     | _____ | c. Leveraging                  | x     |
| 6. S.M.A.R.T. Housing         | _____ | d. Operating Proforma          | x     |
| 7. Development Team           | x     | 14. Good Neighbor Checklist    | _____ |
| 8. Development Schedule       | x     | 15. Flood Plain Map            | X     |
| 9. Developer Capacity         | x     |                                |       |

**EVALUATION CRITERIA:**

Applications for proposed projects will be reviewed and scored on a competitive basis per the evaluation criteria below. Applications must receive a minimum score of **150** points out of a maximum score of **240** points. PLEASE NOTE: A score above the minimum score does not guarantee funding.

**CORE VALUES POINTS**

**(Affordable Housing Core Values: Deeper levels of affordability, long-term affordability, and geographic dispersion of affordable units throughout the City.)**

Score

- 1. AFFORDABLE UNITS** (maximum 25 points) **25**\_\_\_\_\_
- If development has a mix of 30%, 40%, and/or 50% MFI units, add the results for the percentage of units in each income category up to the maximum of 25 points. If the percentage of units at a given MFI level is not a multiple of 10, round up to the next closest multiple of 10 to get the score for that particular MFI level

<b>% of Affordable Units in Project (only count units reserved for 50% MFI and below)</b>						
<b>% MFI</b>	10% of units	20% of units	30% of units	40% of units	50% of units	60% of units
<b>50%</b>	3	5	10	15	20	25
<b>40%</b>	5	10	15	20	25	
<b>30%</b>	10	15	20	25		

Score

- 2. AFFORDABILITY PERIOD** (25 points) **25**\_\_\_\_\_

**25 points:** Affordability period is:

\_\_\_\_\_ 99 years;

**OR**

X 40 years, and project is applying for Low Income Housing Tax Credits. Note: AHFC funding is contingent upon the award of Low Income Housing Tax Credits.

Score

**3. GEOGRAPHIC DISPERSION** (maximum 25 points) **5**

Project is located in an area identified according to the Kirwan Institute's Comprehensive Opportunity Map of Austin as having greater opportunity for low-income households.

- 25 points:** Very High priority area
- 20 points:** High priority area
- 15 points:** Moderate priority area
- 10 points:** Low priority area
- 5 points:** Very Low priority area

**INITIATIVES AND PRIORITIES POINTS**

**(Permanent Supportive Housing, Sustainability, Priority Locations, Accessible and Integrated, and Preservation of Affordable Housing)**

Score

**4. PERMANENT SUPPORTIVE HOUSING (PSH)** (maximum 25 points) **0**

**25 points:** "Housing First" model.

**15 points:** Project will reserve units for PSH for the following populations:

- Chronically Homeless as established in the HEARTH Act (24 CFR Part 577)
- Have been in an institution for over 90 days
- Unaccompanied youth or families with children defined as homeless under other federal statutes
- Youth "aging out" of state custody or the foster care or the juvenile probation system

**10 points:** Project will reserve units for PSH for populations other than those listed above.

Score

**5. SINGLE-FAMILY RENTAL HOUSING, INCLUDING SECONDARY UNITS ("GREEN ALLEY INITIATIVE")** (20 points) **0**

**20 points:** Project consists of either new construction or rehabilitation of one or more single-family rental units, secondary units, or units compatible with the City's "Green Alley Initiative."

Score

**6. ACCESSIBILITY AND HOUSING FOR PERSONS WITH DISABILITIES** (maximum 20 points) **0**

**10 points:** In multi-family developments, (i.e. 5 or more units) or for single-family rental housing (i.e., 1 to 4 units), 50% or more of the total number of units will be made accessible per the Uniform Federal Accessibility Standards (UFAS).

**10 points:** Units to be designated for persons with disabilities as defined in the Fair Housing Act: for Multi-family developments, (i.e. 5 or more units), at least 25% of all units; for single-family rental housing (i.e., 1 to 4 units) 1 or more units.

Score

**7. PRIORITY LOCATION (10 points)**

**10**\_\_\_\_\_

**10 points:** Project is:

\_\_\_\_\_ located in a Vertical Mixed-Use (VMU) Corridor; or  
  X   a Planned-Unit Development (PUD); or  
\_\_\_\_\_ located within a Transit-Oriented Development (TOD) area, or  
\_\_\_\_\_ is located 0.25 miles (1,320 feet) or less from a transit stop.

Score

**8. PRESERVATION OF AFFORDABLE UNITS (10 points)**

**0**\_\_\_\_\_

**10 points:** Project is the rehabilitation and preservation of existing affordable housing units, or new units are being constructed to replace existing affordable units at the same location on a one-to-one replacement basis or a greater than one-to-one replacement basis.

Score

**9. TRANSITIONAL HOUSING (10 points)**

**0**\_\_\_\_\_

**10 points:** Project will be developed and operated exclusively as transitional housing.

**UNDERWRITING POINTS**

**(EXPERIENCE, CAPACITY, DEVELOPMENT FEASIBILITY, OPERATIONAL FEASIBILITY, COMPATIBILITY WITH OTHER PROGRAM REQUIREMENTS)**

Score

**10. DEVELOPER EXPERIENCE AND QUALIFICATIONS (maximum 15 points)**

\_\_\_\_\_ **15**

- 15 points:** Developer has recent, similar, and successful completion of a development similar in size and scope with income-restricted units.
- 10 points:** Developer has recent, similar, and successful completion of a development **smaller** in size and scope with income-restricted units.
- 8 points:** Consultant directly involved who has successfully completed a development similar in size and scope with income-restricted units.
- 5 points:** Developer has recent, similar, and successful completion of a development similar in size and scope **without** income-restricted units

Score

**11. SOURCES & USES OF FUNDS (maximum 10 points)**

**5**\_\_\_\_\_

**10 points:** All sources and uses of funds are clearly indicated and sufficient evidence of funding availability and/or commitments are included.

**5 points:** All sources and uses of fund are clearly indicated, but evidence of funding availability or commitments are incomplete.

Score

**12. DEBT COVERAGE RATIO (maximum 10 points) 10**

- 10 points:** DCR of 1.25 or greater or will be a debt-free development
- 6 points:** DCR between 1.21 - 1.24
- 4 points:** DCR between 1.15 - 1.20

Score

**13. LEVERAGE (maximum 10 points) 10**

RHDA Program funding (including prior awards and the current request) divided by Total Project Costs equals:

- 10 points:** 25% or less
- 8 points:** 26% - 30%
- 6 points:** 31% - 35%
- 4 points:** 36% - 50%
- 2 points:** 51% - 54%
- 0 points:** 55% or greater

Score

**14. RHDA COST PER UNIT (maximum 10 points) 0**

	<u>Multi-Unit Structures</u>	<u>Single-Unit Structures</u>
<b>10 points</b>	<\$40,000/unit	<\$50,000/unit
<b>8 points</b>	<\$45,000/unit	<\$60,000/unit
<b>6 points</b>	<\$50,000/unit	<\$70,000/unit
<b>4 points</b>	<\$55,000/unit	<\$80,000/unit
<b>2 points</b>	<\$60,000/unit	<\$90,000/unit
<b>0 points</b>	>\$60,000/unit	>\$90,000/unit

Score

**15. PROJECT READINESS (maximum 10 points) 4**

**New construction**

**2 points each; maximum 10 points**

- 2 The project meets the normal eligibility requirements under the existing program guidelines.
- The property is already owned by the developer.
- The project has completed all necessary design work and received site plan approval.
- 2 All environmental reviews have been completed.
- The project has firm commitments from all financing sources.

**Acquisition and Rehab**

**2 points each; maximum 10 points**

- The project meets the normal eligibility requirements under the existing program guidelines
- All environmental reviews have been completed.
- The project has firm commitments from all financing sources.
- A General Contractor has been selected.
- Closing on the acquisition of the property can be achieved in less than 30 days.

**Acquisition of Completed Units**

**2.5 points each; maximum 10 points** (A total score of 2.5 points will be rounded to 3; a total score of 7.5 points will be rounded to 8.)

- The project meets the normal eligibility requirements under the existing program guidelines
- All environmental reviews have been completed.
- The project has firm commitments from all financing sources.
- Closing on the acquisition of the property can be achieved in less than 30 days.

Score

**16. PROPERTY MANAGEMENT** (maximum 10 points) **10**\_\_\_\_\_

**10 points:** Designated Property Management Entity has documented track record of success managing income-restricted properties of similar size and/or similar unit counts, and has the capacity to take on management of the proposed project.

**8 points:** Designated Property Management Entity has a documented track record of success managing income- restricted properties of smaller size and/or fewer units, and has the capacity to take on management of the proposed project.

**4 points:** Designated Property Management Entity has a documented track record of successful property management experience and has the capacity to take on management of the proposed project, but has not managed an income-restricted property.

Score

**17. SUPPORTIVE SERVICES** (maximum 15 points) \_\_\_\_\_ **15**

**15 points:**

- a. The developer has secured written agreements with organizations that will provide resident services, or has experienced and qualified staff (7 or more years of experience) able to provide the same services.
- b. Funds have been identified for the operation of resident services programs.
- c. A 3-year estimated operating budget for the operation of the resident services programs is provided.

**10 points:**

- a. The developer has secured letters of intent from organizations that intend to provide resident services, or has experienced and qualified staff (3 to 6 years of experience) able to provide the same services.
- b. Funds have been identified for the operation of the resident services programs.
- c. A 3-year estimated operating budget for the operation of the resident services programs is provided.

**5 points:**

- a. The developer has experienced and qualified staff (1 to 2 years of experience) able to provide the same resident services.
- b. Funds have been identified for the operation of the resident services programs.
- c. A 3-year estimated operating budget for the operation of the resident services programs is provided.

Score

**18. MBE/WBE PROJECT PARTICIPATION** (5 points) \_\_\_\_\_ **5**

**5 points:** Development Team includes one or more certified City of Austin minority- or woman-owned business enterprises (M/WBE).

**TOTAL SCORE** \_\_\_\_\_ **139**

## **EXHIBIT A**

### **A. Non-profit applicants/developers, attached copies of the following:**

1. A “certificate of status” issued by the Texas Secretary of State.
2. Federal IRS certification granting non-profit tax-exempt status.
3. Certified financial audit for most recent year which include the auditor’s opinion and management letters.
4. Board resolution approving the proposed project and authorizing the request for funding.



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for Cesar Chavez Foundation (file number 3055907), a CALIFORNIA, USA, Foreign Nonprofit Corporation, was filed in this office on July 08, 1970.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 04, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State



**IRS** Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077552439  
Nov. 08, 2010 LTR 4168C 0  
95-2466747 000000 00

00025051

BODC: TE

CESAR CHAVEZ FOUNDATION  
29700 WOODFORD-TEHACHAPI RD  
KEEN CA 93531



052030

Employer Identification Number: [REDACTED]  
Person to Contact: Gloria Robinson  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 30, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1967.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077552439  
Nov. 08, 2010 LTR 4168C 0  
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00025052

CESAR CHAVEZ FOUNDATION  
29700 WOODFORD-TEHACHAPI RD  
KEEN CA 93531

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Cindy Thomas  
Manager, EO Determinations

## **EXHIBIT B**

Neighborhood Support Letter

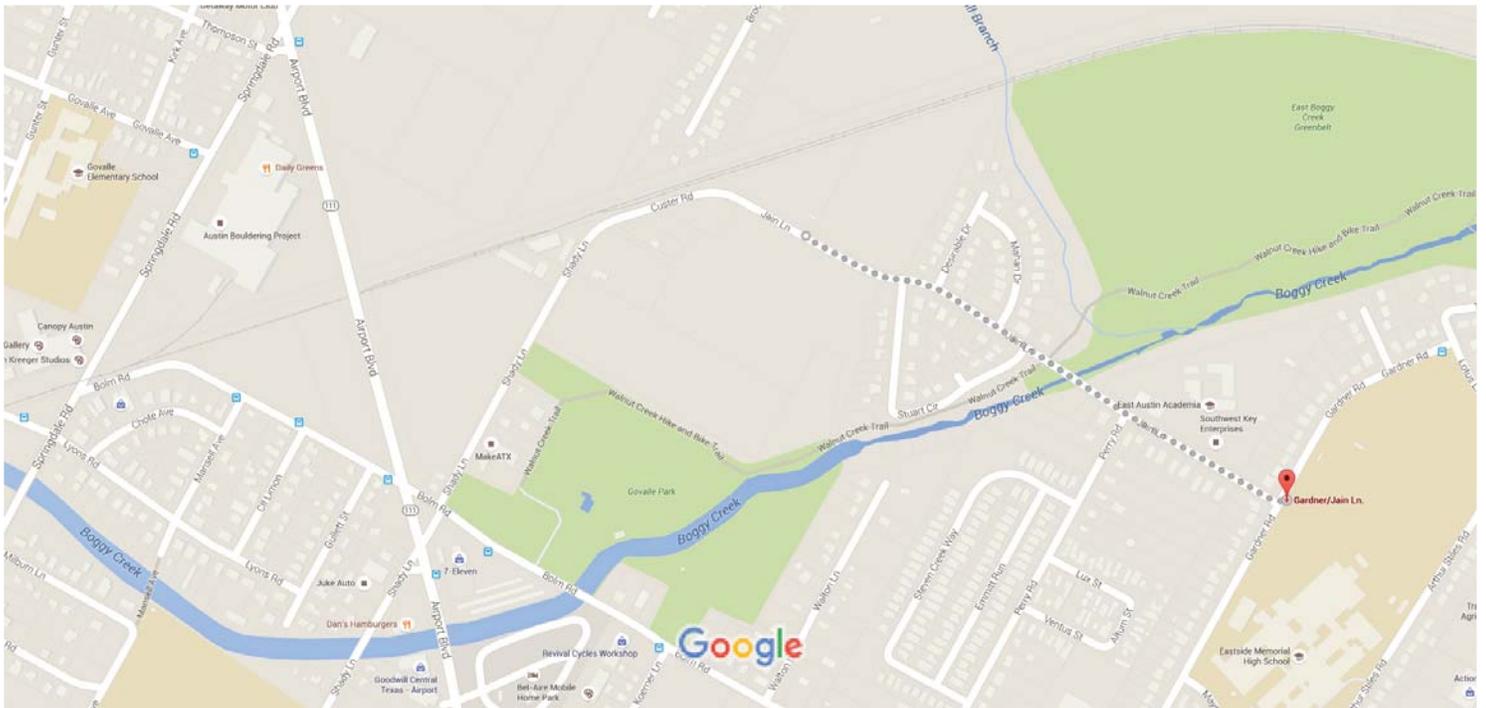
## **EXHIBIT C**

- k. A map (8 ½" x 11") indicating the property location and the distance to the nearest Capital Metro Transit Stop to which residents will have access.
- l. A flood plain map generated by [www.ATXFloodPro.com](http://www.ATXFloodPro.com) with the property parcel identified and the legend displayed showing the various types of FEMA Flood Plain zones.



### Gardner/Jain Ln.

Distance to Capital Metro Line 17 stop at Gardner/Jain Ln. (.5 miles)



Map data ©2016 Google 200 ft



### Gardner/Jain Ln.

Stop ID: 1822

Bus Station

Austin, TX 78721

Buses

**17**

Departure board



## Bolm/Shady

Stop ID: 4583

Bus Station



Austin, TX 78721



Buses

**17**



Departure board

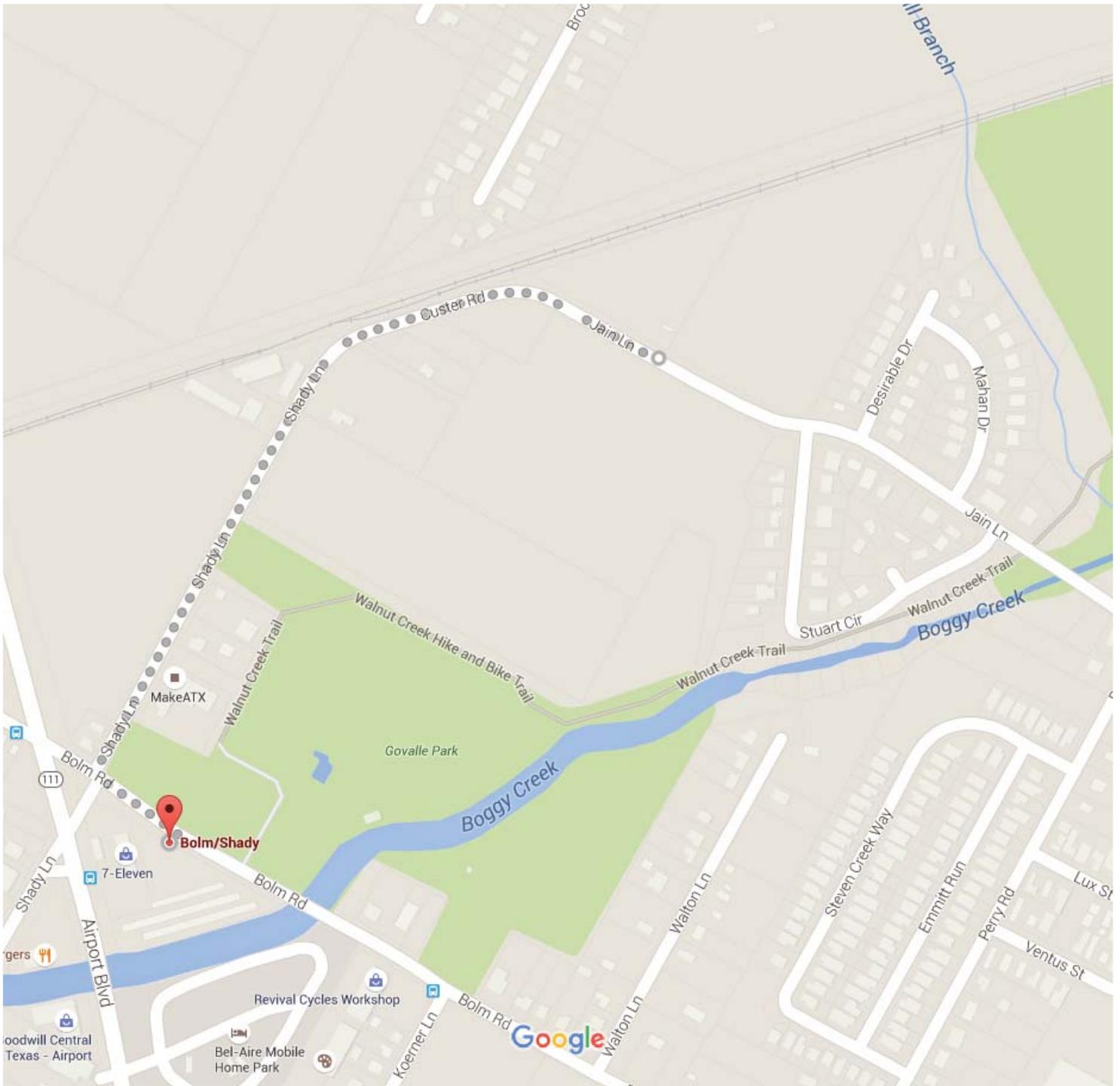
[capmetro.org](http://capmetro.org) - Ticket prices





# Bolm/Shady

Distance to Capital Metro Line 17 stop at Bolm/Shady (.5 miles)



Map data ©2016 Google 200 ft

capmetro.org - Ticket prices





## City of Austin Regulatory Floodplains

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

0 100 200 Feet



Prepared: 7/20/2016

- Address
- Parcel
- Fully Developed Floodplain**
  - COA Fully Developed 25-Year
  - COA Fully Developed 100-Year
  - COA Master Plan 25-Year
  - COA Master Plan 100-Year
  - 100-Year (Detailed-AE)
  - 100-Year (Shallow-AO, AH)
  - 100-Year (Approx-A)



## FEMA Floodplains

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

- Address
- Parcel
- FEMA Floodplain
  - 100 Year (Detailed-AE)
  - 100 year (Shallow-AO)
  - 100 Year (Approx-A)
  - ⊗ X Protected by Levee
  - 500 Year

0 100 200 Feet



Prepared: 7/20/2016

## **EXHIBIT D**

**5. Site Control and Demonstration of Value.** Include evidence of site control such as a warranty deed or a current earnest money contract, and provide a real estate appraisal or current tax documentation that substantiates the value of the property.



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.  
 ©Texas Association of REALTORS, Inc. 2011

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

Seller: Charles Robert Martin, LP

Address: 2115 Woodlawn Dr., Houston, TX 77057  
 Phone: 713-651-7371 E-mail: charles.martin@charlesmartin.com  
 Fax: 713-651-7371 Other: \_\_\_\_\_

Buyer: Jesus Carlos Escobedo, P.O. Box 1000

Address: 316 W. 2nd St., Ste. 100, Los Angeles, CA 90012  
 Phone: 213-552-0260 E-mail: alvaredo@calver.com  
 Fax: 213-552-0260 Other: \_\_\_\_\_

2. PROPERTY:

A. "Property" means that real property situated in Texas County, Texas at

(address) and that is legally described on the attached Exhibit \_\_\_\_\_ or as follows:

*See Exhibit "A." Upon receipt of a survey, this contract will be amended to set forth the metes and bounds description of the 7.54 acres being conveyed.*

5.3

*10/12*

Subject to Section 8 in the attached Addendum, at

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
  - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
 (If mineral rights are to be received an appropriate addendum should be attached.)

3. SALES PRICE:

*20/12*

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

- (1) Cash portion payable by Buyer at closing ..... \$ 1,800,000
- (2) Sum of all financing described in Paragraph 4 ..... \$ 2,643,571.00
- (3) Sales price (sum of 3A(1) and 3A(2)) ..... \$ 1,800,000

*1,800,000*  
~~2,643,571.00~~  
~~1,800,000~~  
~~2,643,571.00~~

*10/12*

(TAR-1002) 4-1-14

Initials for Identification by Seller CM and Buyer JE

Page 1 of 13

Kris Margolin REALTORS, 1614 Westover Road Austin, TX 78703  
 Phone: 512.775.6468

Fax: 512-524-9770 KRIS Margolin

slcby

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Commercial Contract - Unimproved Property concerning \_\_\_\_\_

**D. Adjustment to Sales Price: (Check (1) or (2) only.)**

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

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

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

(i) square foot of  total area  net area.

(ii) acre of  total area  net area.

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

(i) public roadways;

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

(iii) \_\_\_\_\_

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

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

A. **Third Party Financing:** One or more third party loans in the total amount of \$ \_\_\_\_\_ this contract:

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

(2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.

C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money with Capstone Title (title company) at 2705 Bee Caver Rd, Ste 210, Austin TX 78746 (address) John Brown (broker). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

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

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

(ii) \_\_\_\_\_

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



Commercial Contract - Unimproved Property concerning \_\_\_\_\_

~~special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.~~

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

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

7. PROPERTY CONDITION:

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

\_\_\_\_\_ 60 \_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 75 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7D, the earnest money will be refunded to Buyer less \$ 100,000 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

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

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

D. Property Information:

(1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

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

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

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

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

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

8. LEASES:

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

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;

Commercial Contract - Unimproved Property concerning \_\_\_\_\_

- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

B. ~~Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1001 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are: NONE

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

Agent: \_\_\_\_\_ Agent: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

License No.: \_\_\_\_\_ License No.: \_\_\_\_\_

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. ~~Fee: (Check only (1) or (2) below.)~~  
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

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

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

Principal Broker a total cash fee of:  
 \_\_\_\_\_ % of the sales price.

Cooperating Broker a total cash fee of:  
 \_\_\_\_\_ % of the sales price.

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

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

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

(TAR-1002) 4-1-14

Initialed for Identification by Seller [Signature] and Buyer [Signature]

Page 11 of 13

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) 13 \_\_\_\_\_ days after the expiration of the feasibility period.
  - (2) 11 \_\_\_\_\_ days after the expiration of the feasibility period, <sup>(specific date)</sup> STEVE GUNN 11/11/11 11/11/11
  - (3) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

(1) ~~SEE SUPPLEMENT 'B' (Addendum)~~  
(4) all wellback taxes related to the Property shall be paid by Seller.

13. SALES EXPENSES:

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

14. PRORATIONS:

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

~~B. Backlog Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.~~

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

27/10

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

- (1) Terminate this contract and receive the earnest money, less any independent consideration under paragraph 7B(1), together with all interest accrued thereon, and Buyer may recover, as its sole recoverable damages (but without limiting its right to receive a refund of the earnest money), its out-of-pocket expenses (documented by paid invoices to third parties) in connection with this transaction, including reasonable legal fees, provided Seller's liability for out of pocket expenses shall not exceed \$50,000; or
- (2) Enforce specific performance, however, if the remedy of specific performance is not available to Buyer as a result of Seller's intentional affirmative act, then in such event, Buyer shall be entitled to recover actual damages against Seller and Seller shall be obligated to pay Buyer's actual third-party costs incurred in connection with its negotiation of this Agreement (including attorneys' fees) and all due diligence costs in furtherance thereof.

Commercial Contract - Unimproved Property concerning \_\_\_\_\_

payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 15 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

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

~~(1) enforce specific performance, or seek such other relief as may be provided by law.~~

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

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

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

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

W  
W

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

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

- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
  - (1) Seller and the sales price will be reduced by the same amount; or
  - (2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

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

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

Commercial Contract - Unimproved Property concerning \_\_\_\_\_

- C. The title company will conduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- ~~F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.~~
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature have or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

~~(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)~~

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

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

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of

Commercial Contract - Unimproved Property concerning \_\_\_\_\_

a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

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

- (1) Property Description Exhibit Identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TAR-1931);
- (3) Commercial Property Condition Statement (TAR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TAR-1916);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (8) Information About Brokerage Services (TAR-2601); and
- (9) EXHIBIT B - (PROVISION)

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

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

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

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

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §19.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can

(TAR-1802) 4-1-14

Initialed for identification by Seller [Signature] and Buyer [Signature]

Page 11 of 13

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Commercial Contract - Unimproved Property concerning

receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §99.185 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 6:00 p.m., in the time zone in which the Property is located, on ~~May 28, 2016~~ <sup>5/31/16</sup>, the offer will lapse and become null and void.

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

Seller: Think EAST Austin, LP Buyer: Cesar Chavez Foundation

By: Think EAST Austin Agency, LLC By: [Signature]

By (signature): [Signature] By (signature): [Signature]

Printed Name: Robert Summer Printed Name: [Signature]

Title: Manager Title: [Signature]

By: \_\_\_\_\_ By: \_\_\_\_\_

By (signature): \_\_\_\_\_ By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Commercial Contract - Unimproved Property concerning \_\_\_\_\_

AGREEMENT BETWEEN BROKERS  
(Use only if Paragraph 90(f) is effective)

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

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

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

Principal Broker: \_\_\_\_\_

Cooperating Broker: \_\_\_\_\_

9201 N. Central  
Expressway, 4th  
Floor, Dallas,  
Texas 75231

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTORNEYS

Seller's attorney: Ann Krasinsky

Buyer's attorney: Daniel Hooper

Address: 221 W. Travis St. Ste. 2100  
Austin, TX 78701

Address: 2100 Bee Cave Rd. #210  
Austin, TX 78746

Phone & Fax: \_\_\_\_\_

Phone & Fax: 512-270-4755

E-mail: akrasinsky@independent.com

E-mail: dhooper@hooperhooper.com

Seller's attorney requests copies of documents, notices, and other information:  
 the title company sends to Seller,  
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:  
 the title company sends to Buyer,  
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day 23 MAY 2016 (effective date);
- B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_

Title company: CAPSTONE TITLE

Address: 2705 BEE CAVE RD. #210  
AUSTIN, TX 78746

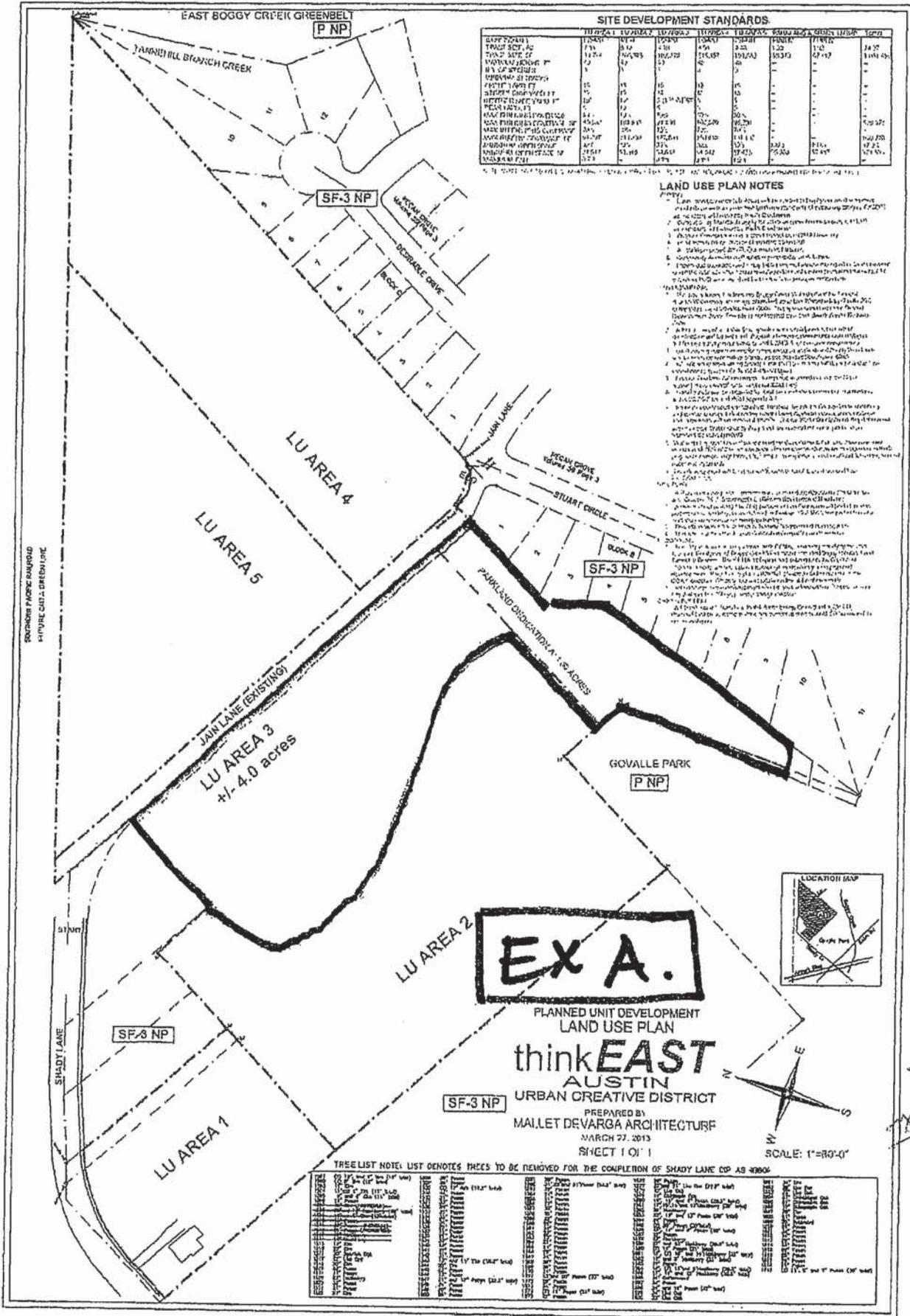
By: Billy B. Mullens

Phone & Fax: 512-270-4755

Assigned file number (AIF#): 20160259

E-mail: billym@capstonetitletx.com

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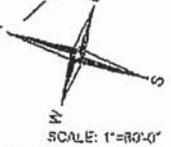
**SITE DEVELOPMENT STANDARDS**

	MINIMUM	TYPICAL	MAXIMUM	MINIMUM	TYPICAL	MAXIMUM	MINIMUM	TYPICAL	MAXIMUM
MINIMUM LOT AREA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
MINIMUM LOT WIDTH	30	30	30	30	30	30	30	30	30
MINIMUM FRONT YARD SETBACK	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD SETBACK	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD SETBACK	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD PLANTING	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD PLANTING	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD PLANTING	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD SCREENING	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD SCREENING	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD SCREENING	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD FENCE	4	4	4	4	4	4	4	4	4
MINIMUM SIDE YARD FENCE	4	4	4	4	4	4	4	4	4
MINIMUM REAR YARD FENCE	4	4	4	4	4	4	4	4	4
MINIMUM FRONT YARD DRIVEWAY	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD DRIVEWAY	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD DRIVEWAY	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD GARAGE	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD GARAGE	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD GARAGE	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD PORCH	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD PORCH	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD PORCH	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD PATIO	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD PATIO	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD PATIO	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD DECK	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD DECK	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD DECK	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD STAIRS	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD STAIRS	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD STAIRS	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD DRIVE	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD DRIVE	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD DRIVE	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD WALKWAY	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD WALKWAY	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD WALKWAY	5	5	5	5	5	5	5	5	5
MINIMUM FRONT YARD BIKEWAY	10	10	10	10	10	10	10	10	10
MINIMUM SIDE YARD BIKEWAY	5	5	5	5	5	5	5	5	5
MINIMUM REAR YARD BIKEWAY	5	5	5	5	5	5	5	5	5

- LAND USE PLAN NOTES**
1. All lots shall be developed in accordance with the standards set forth in this plan.
  2. All lots shall be developed in accordance with the standards set forth in this plan.
  3. All lots shall be developed in accordance with the standards set forth in this plan.
  4. All lots shall be developed in accordance with the standards set forth in this plan.
  5. All lots shall be developed in accordance with the standards set forth in this plan.
  6. All lots shall be developed in accordance with the standards set forth in this plan.
  7. All lots shall be developed in accordance with the standards set forth in this plan.
  8. All lots shall be developed in accordance with the standards set forth in this plan.
  9. All lots shall be developed in accordance with the standards set forth in this plan.
  10. All lots shall be developed in accordance with the standards set forth in this plan.
  11. All lots shall be developed in accordance with the standards set forth in this plan.
  12. All lots shall be developed in accordance with the standards set forth in this plan.
  13. All lots shall be developed in accordance with the standards set forth in this plan.
  14. All lots shall be developed in accordance with the standards set forth in this plan.
  15. All lots shall be developed in accordance with the standards set forth in this plan.
  16. All lots shall be developed in accordance with the standards set forth in this plan.
  17. All lots shall be developed in accordance with the standards set forth in this plan.
  18. All lots shall be developed in accordance with the standards set forth in this plan.
  19. All lots shall be developed in accordance with the standards set forth in this plan.
  20. All lots shall be developed in accordance with the standards set forth in this plan.

**TREELIST** (Note: List denotes trees to be removed for the completion of Shady Lane CIP as shown)

Tree ID	Tree Name	Tree Size	Tree Location
T-001	...	...	...
T-002	...	...	...
T-003	...	...	...
T-004	...	...	...
T-005	...	...	...
T-006	...	...	...
T-007	...	...	...
T-008	...	...	...
T-009	...	...	...
T-010	...	...	...
T-011	...	...	...
T-012	...	...	...
T-013	...	...	...
T-014	...	...	...
T-015	...	...	...
T-016	...	...	...
T-017	...	...	...
T-018	...	...	...
T-019	...	...	...
T-020	...	...	...
T-021	...	...	...
T-022	...	...	...
T-023	...	...	...
T-024	...	...	...
T-025	...	...	...
T-026	...	...	...
T-027	...	...	...
T-028	...	...	...
T-029	...	...	...
T-030	...	...	...
T-031	...	...	...
T-032	...	...	...
T-033	...	...	...
T-034	...	...	...
T-035	...	...	...
T-036	...	...	...
T-037	...	...	...
T-038	...	...	...
T-039	...	...	...
T-040	...	...	...
T-041	...	...	...
T-042	...	...	...
T-043	...	...	...
T-044	...	...	...
T-045	...	...	...
T-046	...	...	...
T-047	...	...	...
T-048	...	...	...
T-049	...	...	...
T-050	...	...	...



Handwritten initials and notes in the bottom right corner of the plan.

## **Addendum to Commercial Contract – Unimproved Property**

This Addendum is incorporated in all respects into that certain Commercial Contract-Unimproved Property executed by and between thinkEast Austin LP, as Seller, and CESAR CHAVEZ FOUNDATION, as Buyer (the "Contract").

1. **Closing.** Paragraph 10A of the Contract is hereby deleted and replaced with the following provision: "The Closing shall take place thirty (30) days following the later of (A) the expiration of the Financing Period or (B) the expiration of the Permitting Period, or such earlier date selected by Buyer by giving at least ten (10) days written notice to Seller (the "Closing Date"). Buyer shall have the right to extend the Closing Date for up to two (2) times for thirty (30) day periods each (the "Closing Date Option Periods") by (i) notifying Seller in writing of such election on or before the expiration of the original Closing Date or first Closing Date Option Period and (ii) delivering to Seller the sum of \$10,000 for each such Closing Date Option Period exercised (each a "Closing Option Payment"). The Closing Option Payment(s) will be non-refundable but applicable to the Sales Price."

### **2. AS-IS SALE.**

**2.1. SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER, EXCEPT AS SET FORTH IN SECTION 6 OF THE ADDENDUM, THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED (INCLUDING ANY RELIANCE UPON THE MATERIALS DELIVERED UNDER PARAGRAPH 7D OF THE CONTRACT), EXCEPT AS PROVIDED IN SECTION 6 OF THE ADDENDUM, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. BUYER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED AND THE**

REPRESENTATIONS OF SELLER IN SECTION 6 BELOW). BUYER EXPRESSLY WARRANTS AND REPRESENTS THAT THERE IS NO PROMISE OR AGREEMENT WHICH IS NOT EXPRESSED IN THE CONTRACT AND HEREBY DISCLAIMS RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS CONTRACT. BUYER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND BUYER CONFIRMS THAT BUYER IS HEREBY ASSUMING ALL RISK ASSOCIATED HEREWITH. BUYER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY BUYER OTHERWISE MIGHT HAVE. BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.

2.2. The provisions of this Section 2 shall survive closing, shall not merge, and will be included in the deed.

2.3. The Contract, this Addendum, its exhibits, and any closing documents delivered at closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer other than any amendments to which may be entered into following the Effective Date.

2.4. Paragraph 19 of the Contract is hereby deleted.

3. **Permitting Period.** Buyer shall have the right for a period of ninety (90) days following the expiration of the feasibility period to complete the permitting process for its intended project with the City of Austin ("Permitting Period"). Buyer will deposit an additional \$30,000.00 of earnest money ("Permitting Earnest Money") applicable to the Sales Price upon commencement of the Permitting Period. Buyer will submit to Seller reasonable evidence that it has filed applications for site plan approval and a building permit for Buyer's intended development on or before day 60 of the Permitting Period. Buyer shall have the right to extend the Permitting Period for up to two (2) times for sixty (60) day periods each (the "Permitting Option Periods") by (i) notifying Seller in writing of such election on or before the expiration of the original Permitting Period or first Permitting Option Period and (ii) delivering to the title company the sum of \$30,000 for each such Permitting Option Period (each a

"Permitting Option Payment"). This Permitting Option Payment shall be non-refundable and applicable to the Sales Price. In the event that Buyer timely submits its permit applications and provides reasonable evidence of such filing to Seller as required by this paragraph, Buyer may terminate the Contract by giving written notice to Seller before the expiration of the Permitting Period (as and if extended), and in such case, the Permitting Earnest Money will be refunded to Buyer, and the other earnest money deposited pursuant to Paragraph 5 of the Contract and any Permitting Option Payments shall be paid to Seller. If the Contract has not been terminated by Buyer, then upon expiration of the Permitting Period (as and if extended), the Permitting Earnest Money shall be non-refundable in all respects but applicable to the Sales Price.

4. **Financing Period.** Buyer contemplates using the proceeds of tax exempt bond financing to purchase and construct the proposed apartment community; in addition, Buyer contemplates applying for tax credit financing from the Texas Department of Housing and Community Affairs (the "TDHCA") and funding from the City of Austin's Rental Housing Development Assistance Program ("RHDA"). Buyer shall pursue commitments for such financings during a "Financing Period", which shall commence upon the expiration of the feasibility period and end upon the earlier of (i) 210 days following the expiration of the feasibility period or (ii) the date Buyer obtains suitable commitments for tax exempt bond financing, TDHCA tax credit financing and RHDA funding. Buyer will submit to Seller proof of the filling of applications for bond financing, tax credits and RHDA funding on or before day 150 of the Financing Period. Buyer agrees to deposit with the title company an additional \$60,000.00 of earnest money ("Financing Earnest Money") applicable to the Sales Price upon commencement of the Financing Period. In the event that Buyer timely submits its applications for financing as required by this paragraph and is denied any financing (whether bond finance, tax credits or RHDA funding) on terms acceptable to Buyer in Buyer's sole discretion during the Financing Period, Buyer may terminate the Contract by giving written notice to Seller before the expiration of the Financing Period, and in such case, the Financing Earnest Money shall be promptly refunded to Buyer and the other earnest money deposited with the title company pursuant to Paragraph 5 of the Contract shall be paid to Seller. If Buyer receives written commitments for bond financing, an allocation of tax credits, and RHDA funding upon terms and conditions acceptable to Buyer in Buyer's sole and absolute discretion, Buyer shall promptly give Seller written notice that it has received such acceptable commitments, the Financing Period shall expire and the Financing Earnest Money shall immediately become non-refundable, subject to Seller's default and/or fraud and the other terms of the Contract, and shall be applied to the Sales Price.

5. **Termination by Buyer After Feasibility Period.** In the event that Buyer has the right to terminate this Contract pursuant to Section 3 or Section 4 of this Addendum following the expiration of the feasibility period, Buyer shall have the right to exercise the termination rights in Section 3 and 4 above in this Addendum simultaneously, and in such case, both the Permitting Earnest Money and Financing Earnest Money shall be returned to Buyer, the earnest money deposited pursuant to Paragraph 5 of the Contract shall be paid to Seller and Seller will retain any Permitting Option Payments.
6. **Representations and Warranties of Seller.** Seller, subject to the limitations below in this Section 6, represents and warrants that Seller is not aware of: (1) any subsurface structures, pits, waste, springs, or improvements; (2) any pending or threatened litigation, condemnation, or assessment (other than property taxes and taxes collected by the Travis County Tax Collector) affecting the Property; (3) any environmental hazards or conditions that materially affect the Property; (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers (except as disclosed in the Property Information); (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; or (6) any condition on the Property that materially violates any law or ordinance.

Seller makes the representations and warranties in this Section 6 subject to the following qualifications: (A) the representations and warranties are made to the current actual knowledge of Robert Summers and Richard deVarga as of the effective date, without investigation, in their capacity as officers of Seller and not in their individual capacity; (B) the representations and warranties are subject to all matters disclosed in the Property Information delivered or to be delivered by Seller to Buyer as provided in Paragraph 7D of the Contract. The representations and warranties in this Section 8 shall survive the closing for a period of 2 years and 1 day.

7. **Additional Title Objection Period.** In addition to the title and survey objection period provided in Paragraph 6C of the Contract, if any new items are disclosed by any updated survey, updated commitment, or any new title exception documents that were not disclosed to Buyer when the survey, commitment, and title exception documents were first delivered to Buyer, and such new items were not previously

approved by Buyer in writing or created by, through or under Buyer, then Buyer will have ten (10) days after receiving the new items to review the new items and to deliver a written notice to Seller stating any objections Buyer may have to the new items. If Buyer timely delivers any written objections as to the new items to Seller, then Seller may, but is not obligated to, cure the objections to the new items within ten (10) days (the "Additional Cure Period") after receipt of the objections as to the new items.

If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Buyer before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Buyer may terminate this Contract by delivering a written notice to Seller on before the earlier of (i) the date no later than five (5) days after the expiration of the Additional Cure Period and (ii) the scheduled closing date, and in such case, all earnest money deposited with the title company will be returned to Buyer [including the original earnest money deposit made pursuant to Paragraph 5 of the Contract, the Permitting Earnest Money (if deposited) and the Financing Earnest Money (if deposited)], and neither Seller or Buyer will have any other obligations under the Contract except for those obligations that survive closing.

8. **Increase of Sales Price Based on Units Permitted.** The Sales Price on a per unit basis is **\$12,305.00**. At closing, the Sales Price will be adjusted upward or downward based on the maximum number of units approved for construction in Buyer's site plan approval obtained from the City of Austin. The Sales Price, at a minimum, will be no less than **\$1,600,000.00**. If Buyer is successful in permitting more than 145 units on the Property, then the Sales Price shall be increased by **\$12,305.00** for each unit in excess of 145, up to a maximum sales price of **\$2,000,000.00**. If Buyer elects to close without a permit setting forth the maximum number of units approved for construction on the Property, then the Sales Price will be equal to **\$1,800,000.00**.
9. **Parkland Dedication Credits.** Upon request by Seller, Buyer shall transfer to Seller all parkland credits not used by Buyer in developing its project. This paragraph shall survive closing.

[Signature Page Follows]

[SIGNATURE PAGE TO ADDENDUM TO COMMERCIAL CONTRACT-  
UNIMPROVED PROPERTY]

**SELLER:**

thinkEAST Austin, LP, a Texas limited  
partnership

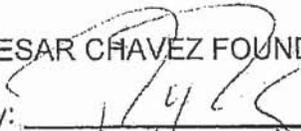
BY: thinkEAST Austin Management, LLC, a  
Texas limited liability company, its General  
Partner

By:   
\_\_\_\_\_  
Robert Summers, Manager

By: \_\_\_\_\_  
Richard J. deVarga, Manager *rr*

**BUYER:**

CESAR CHAVEZ FOUNDATION

By:   
\_\_\_\_\_  
Name: PAUL S. PARK  
Title: Secretary

## **EXHIBIT E**

6. **Zoning.** Include a letter from the City of Austin's Planning and Development Review Department (PDRD) verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted to PDRD. Should the project be approved for funding, the appropriate zoning must be in place prior to execution of loan documents.

## **EXHIBIT F**

- 7. S.M.A.R.T. Housing™.** Include a copy of the letter that indicates the project has been reviewed and meets S.M.A.R.T. Housing™ requirements.



# City of Austin

Neighborhood Housing and Community Development

P.O. Box 1088, Austin, TX 78767

(512) 974-3100 \* Fax: (512) 974-3161 \* <http://www.austintexas.gov/department/housing>

August 11, 2016

## S.M.A.R.T. Housing Certification

Cesar Chavez Foundation –thinkEast PUD LU3 – Govalle Terrace – Shady Lane and Jain Lane (ID# 130)

### TO WHOM IT MAY CONCERN:

Cesar Chavez Foundation (development contact: Alexandra Dawson 213-362-0260 x262; [adawson@chavezfoundation.org](mailto:adawson@chavezfoundation.org)) is planning to develop in the thinkEast, 25 acre mixed-use, Planned Unit Development at 1141 Shady Lane. The development will include 97 multi-family units. The SMART Housing certification will apply to the 97 multi-family units being developed within Land Use Area 3. The units will have an affordability period of a minimum of ten years from the date the certificate of occupancy is issued. The affordability period may be longer due to funding obligations.

NHCD certifies that the proposed construction meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 4% (4) of the units will serve households earning no more than 30% MFI; 32% (31) of the units will serve households earning no more than 50% MFI; 44% (43) will serve households earning no more than 60% MFI and the remaining 20% (19 units) will be market rate the development will be eligible for a 100% waiver of the fees listed in Exhibit A of the S.M.A.R.T. Housing Ordinance adopted by the City Council. The expected fee waivers include, but are not limited to, the following fees:

Capital Recovery Fees	Site Plan Review	Land Status Determination
Building Permit	Misc. Site Plan Fee	Building Plan Review
Concrete Permit	Construction Inspection	Parkland Dedication (by separate ordinance)
Electrical Permit	Subdivision Plan Review	
Mechanical Permit	Misc. Subdivision Fee	
Plumbing Permit	Zoning Verification	

### Prior to issuance of building permits and starting construction, the developer must:

- ◆ Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or [greenbuilding@austinenergy.com](mailto:greenbuilding@austinenergy.com)).
- ◆ Submit plans demonstrating compliance with accessibility standards.

### Before a Certificate of Occupancy will be granted, the development must:

- Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
- Pass a final inspection to certify that accessibility standards have been met.

The applicant must demonstrate compliance with the reasonably-priced standard after the completion of the units, or repay the City of Austin in full the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.3128 or by email at [Sandra.harkins@austintexas.gov](mailto:Sandra.harkins@austintexas.gov) if you need additional information.

Sandra Harkins

Neighborhood Housing and Community Development

Cc: Laurie Shaw, Capital Metro

Maureen Meredith, PZD

M. Simmons-Smith, DSD

Katherine Murray, Austin Energy

Alice Flora, AWU

Bryan Bomer, AEGB

Gina Copic, NHCD

Marilyn Lamensdorf, PARD

Heidi Kasper, AEGB

Carl Wren, DSD

Alma Molieri, DSD

Susan Kinel, NHCD

Stephen Castleberry, DSD

Cande Coward, DSD

Ellis Morgan, NHCD

*The Neighborhood Housing and Community Development Office's mission is to provide housing, community development, and small business development services to benefit residents so they can have access to livable neighborhoods and increase their opportunities for self-sufficiency.*

## **EXHIBIT G**

### **8. Development Team and Capacity: Resumes**

# Alfredo Izmajtovich

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## Managing Director \* Executive Vice President

Expert in Affordable Housing Development – Senior Staff Mentoring – Organizational Leadership

Consummate senior executive, organizational leader and mentor. Acknowledged locally as key industry expert, policy maker and advocate for affordable housing. Work closely with local officials, other industry leaders and key stakeholders in shaping housing and financial policies to effectuate large scale change and improvement of delivery of limited resources for development. Distinguished lecturer and trainer for organizations such as CRA, League of Cities, LISC, SCANPH, HUD, and other quasi government/industry groups. Vast experience in housing finance (specializing in affordable product), entitlements, community planning, outreach, policy development, program development and peer review.

### Professional Strengths

Housing Finance Expert  
Respected Industry Leader  
Senior Management Experience  
Politically Adept

Professional Mentor  
Competitive Analysis  
Staff Management  
Strategic Partnerships

Policy Development  
Project Management  
Innovative Financial Solutions  
Integrity

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### Education

M.B.A. Anderson School of Management at UCLA  
*Emphasis in Real Estate Finance*

M.A. in Urban Planning, Graduate School of Architecture and Urban Planning at UCLA  
*Emphasis in Built Environment*

B.A. UCLA  
Economics with Math Applied emphasis

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### Experience & Milestones

**Cesar Chavez Foundation, 2011 to present.** Executive Vice President of the Housing and Economic Development Fund, acknowledged leader, advocate and authority on developing affordable housing. Oversees the Chavez Foundation's Affordable Housing Group with 4,300 units of high-quality multi-family housing it has built or renovated in four states. Responsible for Property Management and Development Departments.

**National Community Renaissance, 2001 to 2011. Vice President of Acquisitions.** Lead transformation of local non-profit to regional and national recognized leader in affordable housing. Directly responsible for the new development of over 2,000 units, assisted with another 4,000. Highest income generator for company past 5 years. Instrumental in opening new market areas for expansion, and became public face of company. Responsible for all facets of development process. Managed and trained staff to increase productivity of group.

**Community Development Commission – County of Los Angeles, 1991-2001. Manager of Housing Division.** Managed growth of housing departments from 6 staff to 26. Youngest manager in CDC history. Responsible for housing production and program development in Los Angeles County. Increased housing

production six fold during tenure and created staff infrastructure to support increased production. Created instrumental City of Industry Housing program that became main source of gap financing regionally.

**Affiliations & Volunteerism**

**Board Member** – Southern California Association of Non-profit Housing, East Los Angeles Community Corporation

**Committee Member** – Los Angeles County Affordable Housing Task Force, Ventura County Housing Coalition, Inland Empire Affordable Housing Working Group

**Volunteer** – LISC Enterprise Foundation, CRA, League of Cities, San Gabriel Cities Council of Governments, Gateway Cities Council of Governments

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# Jennifer Bartlett

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## PROFESSIONAL PROFILE

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A dedicated and accomplished housing professional with a broad history of leadership and service in the affordable housing industry since 1994 with the creation of more than forty affordable housing developments in underserved communities throughout Arkansas and the surrounding states with a focus being in Little Rock, AR the Arkansas/Mississippi River Delta Region, San Antonio, TX and Houston, TX. A proven leader with an advanced understanding of housing finance sources and extensive knowledge of multiple housing program regulations.

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## PROFESSIONAL SKILLS

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- Multi-state Development
- AR Approved Consultant
- AR Real Estate Broker
- NDC Housing Finance Professional
- HUD Certified HOME Specialist
- ADFA HOME Program Consultant
- Underwritten 200+ Projects
- Formal Closings of 150+ Projects
- PSH Housing Experience
- Prepare Funding Applications
- Prepare Proforma & Risk Analysis
- Passed the AR GC License Exam
- Strong Industry Relationships
- Complex Problem Solving
- Contract Negotiation
- Site Selection & Entitlements
- Assisted Living Experience
- Created 1 of the 1<sup>st</sup> CHDOs (AR)

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## CAREER HISTORY

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- **Vice President of National Acquisitions** 04/2012 to Present  
**National Community Renaissance, Rancho Cucamonga, CA**  
Based in Little Rock, AR with a primary focus in Arkansas and Texas and a general focus in the Midwestern and Southern States. Responsible for new business development including managing all phases of the development cycle. Stabilization of Existing Portfolio in Arkansas and Texas.
- **Acquisitions Officer** 10/2011 to 04/2012  
**Phillips Development Corporation, Little Rock, AR**  
Responsible for acquisitions and new business development. (Three of Four Projects Approved Submitted for funding that were submitted for funding of LIHTC, HOME and CDBG in Feb/2012, were approved have since placed in service. (2 USDA Section 515 w/HOME & 9% Credits and 1 CDBG/Credits/HOME)
- **HOME Program Assistant Director** 08/2007 to 10/2011  
**Arkansas Development Finance Authority, Little Rock, AR**  
Manage a portfolio of rental housing projects utilizing HOME, LIHTC, HUD, AHP, TCAP, 1602 EXCHANGE, Assisted Living Incentive Fund, CDBG and Preservation Revolving Loan Fund beginning with the review of each project application, underwriting, environment review, loan closing, draw request, inspections and post construction project closeout and retainage release.
- **Vice President of Operations** 01/2005 to 08/2007  
**Southern Bancorp's Nonprofit, Southern CDC, Arkadelphia, AR**  
Responsible for new business development and management of the daily operations of a real estate development and property management company specializing In affordable housing development with the L1HTC Program, USDA Section 515, HOME, HUD and FHLB AHP Program
- **General/Agency Manager** 09/1994 to 01/2005  
**Bunn Real Estate & Property Management, Arkadelphia, AR**  
Manage the daily operations of a full service property management and real estate development company specializing in affordable housing utilizing the L1HTC Program, USDA Section 515, HOME, and HUD Financing as well as market rate units, planning and new development.

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## OTHER CAREER HISTORY

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(Consultant, Developer, & Technical Assistance Provider, 1996-2007)

- **Stamps Housing Plan** – Consultant for ADFA, ADED, and the Governor’s Office to assist 11 homeowners within the City of Stamps, Arkansas with pollution problem. Assisted each household in locating a new residence.
- **Executive Director / Bradley Housing Authority**  
Assisted in the formation of Bradley Housing Authority. From the initial setup of the business to application of the 501C3 nonprofit status, board composition and training and first application for funding. (Project Awarded and Placed in Service)
- **Consultant / Bradley Housing Authority & City of Murfreesboro**  
Prepared the TBRA application annually and provided technical assistance to the board, staff and tenants as needed. (Award received each year of application submittal.)

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## FORMAL EDUCATION

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Henderson State University  
Business Management/Accounting  
Arkadelphia, Arkansas

College of the Ouachitas  
General Studies  
Malvern, Arkansas

Arkadelphia High School  
Arkadelphia, Arkansas

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## LICENSE/CERTIFICATION

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- Arkansas Broker’s License Arkansas Real Estate Commission, 90 Classroom Hours
- Arkansas Associate’s License Arkansas Real Estate Commission, 120 Classroom Hours
- Arkansas Fair Housing Commission, QAP Required Certification
- HOME Certified Specialists HUD/CPD Training Institute , 40 Classroom Hours
- Housing Development Finance Professional, National Development Council, 150 Classroom Hours
- HUD Assisted Housing Manager Cert. Quadel Consultants
- LIHTC Tax Credit Management Certification, Spectrum
- USDA RD Management Certification, Spectrum
- Environmental Training Certificate Agency: HUD Fort Worth

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## COMMITTEES & MEMBERSHIP

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ACHANGE Public Policy Chair  
Texas Affiliation of Affordable Housing  
Houston Apartment Association  
ED, Arkansas Housing Group

Board Chair, Courage House  
Board of Realtors  
Rotary International  
Affordable Housing Association of Arkansas

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## VOLUNTEER WORK (PERSONAL)

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Extremely passionate about working with At-Risk Youth or any At-Risk Populations to prevent addiction and stress/trauma related illness. I donate classes which are based around self-empowerment exercises, mindfulness, breathwork and movement to the local Youth Home where I lead three group homes of 14 teenage girls each. I am certified through Y12SR (Yoga of the 12 Steps of Recovery) and it’s a fully donation based program. The theme of the program is “The Issues Live in The Tissue”and the goal is to prevent illness from trauma/stress of setting into the system chronically. Although not an addict, I was an At-Risk Youth so my heart is in working with youth. I am a 200 Hour Registered Yoga Teacher, a 100 Baptiste Certified Teacher, Y12SR Leader and a part of “Game Changers” which is a movement to change the social injustices and inequalities in our nation. (This is what I do when I am not working.)

# ALEXANDRA H. DAWSON

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## Skills

Project Management, Planning	Relationship Building
Affordable Housing Finance & Development	Spanish Proficiency
Nonprofit Budgeting, Operations and Legal Structuring	Microsoft Suite/PC & MAC OS
Research + Analysis	Working knowledge of Adobe Photoshop & InDesign
Exceptional Analytical + Communication Skills	Funding Applications & Grant Compliance
Complex Problem Solving	Event Coordination
Marketing	6 + Years of Customer Service

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## Education

**BACHELOR OF ART IN INTERNATIONAL STUDIES** – University of Oregon 2004 2008

- Specialization: Development and Human Rights Studies, Minor: Latin American Studies

**STUDY ABROAD** – Universidad de las Americas – Puebla, Mexico – 2007

### CONTINUING EDUCATION

- National Development Council – *Rental Housing Development Finance HD 420* 2014
- LISC Advanced Housing Development Training Institute *Tax Credit & Bond Financing* 2015

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## Experience

### PROJECT MANAGER *HOUSING & ECONOMIC DEVELOPMENT*

Cesar Chavez Foundation/Los Angeles/January 2015 – Present

- Lead successful housing development projects with budgets ranging from \$200,000 to \$30 million.
- Coordinates lenders, city officials, consultants, lawyers, architects, appraiser, contractors, investors & all other parties necessary to guide a project from initial feasibility to occupancy.
- Prepare affordable housing funding applications and RFP responses to local, state and federal programs such as HOME, LIHTC and AHP.
- Organize, coordinate and direct team to ensure timely financial closings and ensure that solutions to complex issues are reached.
- Plan and lead monthly team meetings to ensure projects are on time, on budget and any issues are being mitigated.
- Prepare and track project budgets, expense, cash flow projections, A/P & A/R, and project schedules using Excel.
- Work alongside employees in the Asset Management, Construction Management and Property Management departments to ensure programmatic issues are addressed, and projects are properly transitioned out of the HED department.
- Ensure that projects are closely aligned with CCF's nonprofit mission.
- Maintain ongoing professional relationships with outside entities, community partners, residents, vendors and other stakeholders.
- Educate residents about upcoming projects and what they can expect throughout the process.

### ASSISTANT PROJECT MANAGER *HOUSING & ECONOMIC DEVELOPMENT*

Cesar Chavez Foundation/Los Angeles/January 2013 – January 2015

- Assisted Senior Project Manager's in the Housing & Economic Development Department (HED) with preparing affordable housing funding applications and RFP responses to local, state and federal agencies and closing financing with such agencies.
- Assisted in securing architectural, construction and other approvals from various city departments and regulatory agencies.
- Created and maintained project files, schedules, marketing materials, closing document binders, reports and related materials.
- Tracked application submission dates for various financing sources as well as regulatory changes to the various funding sources.
- Planned travel, arranged meetings, facilitated communication with partners.

**LEGAL ANALYST** Cesar Chavez Foundation/Los Angeles/July 2009 – January 2010 & October 2011 December 2012

- Drafted and analyzed legal documents for all corporate departments including housing, education, fundraising and radio.
- Lead legal and corporate research projects for organization.
- Acted as liaison between staff and Board of Directors and drafted board polls, resolutions and board presentations.
- Negotiated licensing contracts, maintained licensee database, and maintained all non profit state and federal level business filings.
- Created new server filing and tracking systems.

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## Other Experience & Interests

- Elections Coordinator (Univ. of Oregon) – 2006 Lead outreach to voters and organized all election related events.
  - Office Assistant (University of Oregon – Cultural Forum) --- 2004
  - Other Volunteer Experience – Garden School Foundation, United Farm Workers, Food Forward
-

## **EXHIBIT H**

**e. design, architecture and engineering:** resumes

**f. legal and accounting:** resumes

# JHP

Affordable Housing



**About JHP**

**Experience**

**Award  
Winning  
Design**

**Team**

**Whole  
Community  
Design**

“We create memorable environments for people; rich in diversity, unique to the place, and sustainable over time; bringing people together as a Whole Community.” ~ *JHP*



JHP is an award-winning architecture, planning and urban design firm practicing nationally from its base in Dallas, Texas. Founded in 1979 the firm's primary practice areas include such specialty markets as:

#### **Affordable Housing**

- High Density Infill Communities
- Master Planning
- Mixed-Use Developments
- Multifamily Housing
- Senior Housing
- Student Housing
- Transit Oriented Development (TOD)

JHP is dedicated to providing high quality design solutions through analysis, thoughtful design and professional representation. We have an appreciation for the economic forces that motivate clients to invest in and develop real estate. We are steadfast in our belief that environmentally intelligent design, planning and building is essential to our world's future. Our obligation is to those who live with—and within—our decisions.

The firm embraces the tenets of **Whole Community Design™**, which seeks to create memorable environments for people that are rich in diversity, unique to the place, and sustainable over time.

Our approach to design is predicated on a strong **master planning and urban design** foundation, influenced by observations and concepts that are often described as Traditional Neighborhood Development (TND), or New Urbanism. Labels aside, the underlying philosophy is one of respect for the public realm, the environment, for context and connectivity, and solutions that are restorative.

At JHP, we believe that “**Sustainability**” is a vital consideration for all of our design decisions. We strive to create communities that enrich the lives of those that reside within them. We look for meaningful ways to reduce the impact of our projects on the environment.

By their very nature, many of JHP's projects are inherently sustainable. Mixed-use, high-density, infill, transit-oriented developments (TOD), and walkable communities; all are essential components of “smart growth” models. By their very nature these projects fit nicely into the mold of such parametrics as the Congress for the New Urbanism and the LEED for Neighborhood Developments.

Likewise, we are diligent about monitoring and addressing ongoing developments related to sustainability within the design and construction industry. As a testimonial to the firm's commitment to sustainable design nearly thirty-three percent (33%) of the firm's architectural staff have achieved LEED Accredited Professional status. Additionally, JHP has achieved certification of its buildings from numerous third-party green rating systems on both the national and local levels. These certifications include but are not limited to LEED, Energy Star, Austin Green Building Program, and Florida Green Community.

Armed with this experience we hold the knowledge to decipher between various green building programs so as to determine which system best suites a particular project based on client goals, project scope, and budgetary constraints.

Ultimately, JHP stands committed to creating places that improve the well being of individuals and our communities.

## Sustainable Housing

At **JHP** we are consistently seeking opportunities for incorporating aspects of sustainability into our designs, especially in the areas of affordable and workforce housing. Making housing products which respect the environment and that are energy efficient are beneficial to the residents as well as the community as a whole.



The Bayou District at City Parc  
LEED- Homes Silver  
New Orleans, LA



Columbia Parc Senior Residences  
LEED- Homes Gold (anticipated)  
New Orleans, LA



Mechanicsville I, II, III, IV, V, VI  
LEED- Homes Silver  
Atlanta, GA



Zang Triangle  
Dallas Green Build  
Dallas, TX



Patton Park  
LEED- Homes Silver  
Fort Hood, TX



Cityville Cityplace  
Dallas Green Build  
Dallas, TX



Wainwright  
LEED- Homes Silver  
Fort Hood, TX



Domain Parkside III  
Austin Green Build - 4 STARS  
Austin, TX



Fort Hood Army Base  
Sustainable Project Rating Tool  
(SPIRiT)  
Killeen, TX



Domain Parkside IV  
Austin Green Build - 3 STARS  
Austin, TX



MerryPlace  
FPL Buildsmart@  
Florida Green Building Coalition  
West Palm Beach, FL



Midtown Commons at  
Crestview Station  
Austin Green Build - 3 STARS  
Austin, TX



Redmond Ridge  
Certified to Build Green™  
Redmond, WA



Columbia Residential  
EnergyStar  
Columbia Crest, Atlanta, GA  
Columbia Estates, Atlanta, GA  
Columbia Heritage, Atlanta, GA  
Columbia MLK, Atlanta, GA





# Affordable Housing Experience

Project	State	Completion Date	Total Units	Tax Credit	Family or Senior
Aspen Village	OK	Jan-95	176	T	F
Treymore I	TX	Jan-96	180	T	F
Winnsboro	SC	Jan-96	72	T	F
Carver Pond	NC	Jan-97	160	T	F
Batesburg	SC	Apr-96	60	T	F
Treymore North	TX	Mar-97	70	T	F
Treymore West	TX	Dec-97	170	T	F
Blue Ridge	TN	Aug-98	80	T	F
Pebblebrook	TX	Apr-98	250	T	F
Avondale	AZ	Jun-98	96	T	F
Bradley Place	TN	Aug-98	80	T	F
Coles Crossing	IL	Oct-98	96	T	F
LaPrada	TX	May-00	196	T	F
Dogwood Terrace	TX	Jan-99	100	T	F
Madison Beaumont	TX	Feb-99	152	T	F
Madison Childress	TX	Apr-99	80	T	F
Poplar Place	SC	Jul-00	72	T	F
DHA Selected Properties	TX	Apr-00	136	HUD	F
DHA Phase II	TX	Feb-04	56	HUD	F
Columbia Greens	TX	Dec-99	232	T	F
Legacy Corner	OK	Feb-03	298	HUD	F
Crown Meadows	TX	Aug-04	192	T	F
O'Connor Apartments	TX	Jun-02	150	T	S
Science Park Apartments	TX	Jun-02	120	T	S
Columns of Wertherington	KT	Jul-01	192	HUD	F
The Trellises	KT	Jul-01	301	HUD	F
Verandahs at Cityview	TX	Jun-02	314	HUD	F
Columbia Estates	GA	Nov-02	124	HUD	F
Columbia Peoplestown	GA	Nov-04	99	T	F
The Boulders at Hurst	TX	May-03	264	HUD	F
Columbia Commons	GA	Sep-02	158	T	F
Columbia Heritage Seniors	GA	Nov-03	132	HUD	S
Columbia Park Citi	GA	Nov-04	154	HUD	F
Senior Res. @ Edgewood	GA	Mar-05	136	T	S
Pittsburgh Civic League	GA	Aug-07	220	T	F
Columbia Crest	GA	May-05	152	HUD	F
MLK Senior Residences	GA	Aug-07	123	HUD	S
Hickory Point	TX	May-05	298	HUD	F
Renaissance Courts	TX	Mar-05	150	HUD	F
Constitution Ave. Residences	GA	Aug-07	168	T	F
Columbia Blackshear	GA	Aug-07	78	T	S
Columbia Grove	GA	May-07	139	HUD	F
Delafield	TX	May-06	204	HUD	F
Sphinx at Luxor Villas	TX	Aug-07	100	T	F
Spinx at Reese Court	TX	Aug-07	80	T	F
Merry Place	FL	Jul-05	130	T	F
Englewood Senior Housing	FL	Jan-09	92	T	S
Columbia Mechanicsville Phase I	GA	Feb-08	174	HUD	F
Senior Residences at Mechanicsville	GA	Feb-08	153	HUD	S
Candler Forest	GA	Apr-08	100	T	S
Mechanicsville Phase 3	GA	Jun-09	164	HUD	F
Mechanicsville Phase 4	GA	Feb-09	164	HUD	F
Retreat at Dorsey Manor	GA	Oct-09	72	T	S
St Bernard Redevelopment	LA	Sep-10	466	HUD	F
Baker Village Phase I & II	GA	Sep-09	148	T	F
Banyan Seniors	FL	Jan-10	96	T	S
Columbia Parc Seniors	LA	Apr-13	120	T	S
Baker Village III	GA	May-13	120	T	S
Museum Place Block C	TX	UNDER CONSTR	217	T	F
Encore on Alsbury	TX	May-11	200	HUD	F
Zang Triangle Housing	TX	Aug-11	260	HUD	F
Encore on Memorial	OK	May-12	248	HUD	F
Encore on Marlandwood	TX	UNDER CONSTR	180	HUD	F

Markets: T = Tax Credit properties      F = Family  
 HUD = HUD Financed properties      S = Senior

## Award Winning Design

### 2014

Multifamily Executive Award  
Project of the Year - Green  
HERITAGE SENIORS AT COLUMBIA PARC  
New Orleans, LA

Pillars of the Industry Award Finalist  
Project of the Year- Best Rental Apartment Community  
THE LANCASTER / WHITE BUFFALO  
Fort Worth, TX

Pillars of the Industry Award Finalist  
Project of the Year- Best Mixed-Use Community Site Plan  
PARK AVENUE LOFTS  
Little Rock, AR

Pillars of the Industry Award Finalist  
Project of the Year- Best Mid-Rise Apartment  
GALLERY AT TURTLE CREEK  
Dallas, TX

Pillars of the Industry Award Finalist  
Project of the Year- Best Mixed-Use Community  
CITYVILLE CITYPLACE  
Dallas, TX

Pillars of the Industry Award Finalist  
Project of the Year- Best Affordable Apartment Community  
HERITAGE SENIORS AT COLUMBIA PARC  
New Orleans, LA

### 2013

Best of 50+ Housing - Silver Achievement Award  
Affordable Rental Community  
HERITAGE SENIORS AT COLUMBIA PARC  
New Orleans, LA

Pillars of the Industry Award Finalist  
Project of the Year- Best Affordable Apartment Community  
HERITAGE SENIORS AT COLUMBIA PARC  
New Orleans, LA

Pillars of the Industry Award Finalist  
Project of the Year- Best Affordable Apartment Community  
SPHINX AT FIJI SENIORS  
Dallas, TX

Residential Architect  
Merit Award - Affordable Housing  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

CLIDE Award, North Central Texas COG  
Redevelopment  
WHITE BUFFALO  
Fort Worth, TX

### 2012

50+ Builder Awards - Silver Achievement Award  
Affordable Community On the Boards  
BAKER VILLAGE PHASE III SENIORS  
Columbus, GA

50+ Builder Awards - Silver Achievement Award  
Affordable Community On the Boards  
HERITAGE SENIORS AT COLUMBIA PARC  
New Orleans, LA

Pillars of the Industry Award Winner  
Project of the Year - Best Mixed Use Community Site Plan  
AUSTIN RANCH PHASE V  
The Colony, TX

Pillars of the Industry Award Finalist  
Project of the Year - Best Mid-Rise Apartment  
ZANG TRIANGLE  
Dallas, TX

Pillars of the Industry Award Finalist  
Project of the Year - Best Mixed Use Community  
AUSTIN RANCH PHASE V  
The Colony, TX

Community Affordable Housing Equity Corporation  
Excellence in Redevelopment Award  
BAKER VILLAGE  
Columbus, GA

Builder's Choice - Grand Award  
Affordable Housing Community  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

50+ Builder Awards - Silver Achievement Award  
Affordable Community  
SPHINX AT FIJI SENIORS  
Dallas, TX

## 2011

Pillars of the Industry Award Winner  
Project of the Year- Overall Winner  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Pillars of the Industry Award Winner  
Project of the Year- Best Affordable Apartment Community  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Pillars of the Industry Award Winner  
Project of the Year- Best Multi-Family Community Site Plan  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Pillars of the Industry Award Finalist  
Project of the Year- Best Garden Apartment Community  
AUSTIN RANCH PHASE V  
The Colony, TX

Affordable Housing Finance Reader's Choice Awards  
Project of the Year  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Affordable Housing Finance Reader's Choice Awards  
Project of the Year: Family  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Multifamily Executive Award- Merit Award  
Project of the Year: Mixed-Income  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

Multifamily Executive Award- Grand Award  
Project of the Year: Best Reuse of Land  
COLUMBIA PARC AT BAYOU DISTRICT  
New Orleans, LA

CLIDE Award, North Central Texas COG  
Redevelopment  
VICKERY MEADOW IMPROVEMENT DISTRICT  
Dallas, TX

CLIDE Award, North Central Texas COG  
Redevelopment  
DESOTO TOWN CENTER  
Desoto, TX

Charles L. Edson Tax Credit Excellence Awards  
Excellence Award: Public Housing Revitalization  
COLUMBIA PARC AT THE BAYOU DISTRICT  
New Orleans, LA

## 2010

Blackson Brick  
Excellence in Architecture  
THE ELAN AT BLUFFVIEW  
Dallas, TX

Atlanta Regional Commission's Development of Excellence  
Exceptional Merit Award for Comprehensive Community  
Revitalization and Design  
MECHANICSVILLE PHASE I-IV  
Atlanta, GA

Multifamily Executive Award  
Project of the Year: Low-Rise  
AUSTIN RANCH PHASE V  
The Colony, TX

Multifamily Executive Award  
Project of the Year: Seniors  
RETREAT AT DORSEY MANOR  
Marietta, GA

50+ Builder Awards  
Best Affordable Senior Living Community  
RETREAT AT DORSEY MANOR  
Marietta, GA

Aurora Awards  
Interior Merchandising: Rental Apartment or Condo  
Aurora Award, Grand Aurora Award, Best in State- GA  
FIVE EAST/PEACHWOOD APARTMENTS  
Atlanta, GA

\*\* Submitted by Beasley & Henley Interior Design

Aurora Awards  
Interior Merchandising: Commercial/Business Use/Common  
Public Areas/Sales Center/Design Center  
Aurora Award  
FIVE EAST/PEACHWOOD APARTMENTS  
Atlanta, GA  
\*\* Submitted by Beasley & Henley Interior Design

Almanac of Architecture and Design  
Firm Award  
JHP ARCHITECTURE/URBAN DESIGN  
Dallas, TX

50+ Builder Housing Awards- Finalist  
Best Affordable Senior Living Community  
DORSEY MANOR  
Marietta, GA

Pillars of the Industry Award- Winner  
Best Garden Apartment Community  
VILLAGE VIEW  
Dallas, TX

Pillars of the Industry Award- Finalist  
Best Affordable Apartment Community  
MECHANICSVILLE PHASE I-IV  
Atlanta, GA

Pillars of the Industry Award- Finalist  
Best Mixed-Use Community Site Plan  
AUSTIN RANCH PHASE V  
The Colony, TX

Envision Central Texas  
Community Stewardship Award  
MIDTOWN COMMONS AT CRESTVIEW STATION  
Austin, TX

BREA Award, Austin Business Journal  
Mixed-Use Project  
MIDTOWN COMMONS AT CRESTVIEW STATION  
Austin, TX

## 2009

CLIDE Award, North Central Texas COG  
Redevelopment  
MUSEUM PLACE  
Fort Worth, TX

CLIDE Award, North Central Texas COG  
Redevelopment  
THE DEPOT  
Fort Worth, TX

CLIDE Award, North Central Texas COG  
Redevelopment  
5th STREET CROSSING  
Garland, TX

Residential Architect  
Merit Award, On the Boards  
THE BAYOU DISTRICT AT CITY PARK  
New Orleans, LA

NAHB Pillars Finalist  
Best Mixed Use Community Site Plan  
CITYVILLE SOUTHWESTERN MEDICAL DISTRICT  
Dallas, TX

## 2008

Multifamily Executive Award  
Project of the Year – Senior Housing  
COLUMBIA RESIDENCES AT MLK VILLAGE  
Atlanta, GA

Multifamily Executive Award  
Merit Award – Mixed-Income  
COLUMBIA MECHANICSVILLE  
Atlanta, GA

Multifamily Executive Award  
Merit Award – Senior Housing  
ERICKSON WINDCREST  
Denver, Colorado

Magnolia Award  
Superior Design  
COLUMBIA RESIDENCES AT MLK VILLAGE  
Atlanta, GA

The Best of 50+ Housing  
Silver Achievement Award  
On the Boards – Income Qualified Rental  
RETREAT AT DORSEY MANOR  
Atlanta, GA



**Ronald E. Harwick, AIA, CSI | Vice President, Founding Partner**

In 1979 Ron joined forces with Partner Bob James to form James, Harwick+Partners (now known as JHP). In 2006, Ron was honored by Multifamily Executive Magazine as One of the 30 National Power Players in the Multifamily Industry. The firm, under Ron's leadership, has been recognized by Residential Architect Magazine through their Business Leadership Award program, AIA Dallas Firm of the Year, and National AIA IDP Firm of the Year. Ron represents JHP on the Mixed-use Council at the Urban Land Institute, is a member Congress of New Urbanism, a Fellow with the Institute of Urban Design, and a Certified Specifier with the Construction Specifications Institute.



**Mike Arbour, AIA | President**

Mike joined JHP in 1988 after practicing in Dallas for four years. In recognition of Mike's many successes he was elevated to the position of President in 2003. In that role he oversees the financial management and day-to-day operations of the firm. Although in a business-leadership role, Mike's first love is Design. He remains intimately involved with the design and execution of a variety of the firm's highest-profile design projects. In support of the firm's stated goal of creating Whole Communities, Mike has devoted considerable time and talents to the betterment of the profession.



**J. Mark Wolf, AIA | Vice President**

Mark joined JHP with ten years of experience in the practice of Architecture after obtaining a Bachelor of Architecture degree from Auburn University. As a Principal he offers clients expertise in re-development related to urban infill, mixed-use and commercial programs. Professionally Mark is an active member to AIA/Dallas, Texas Society of Architect, ULI (TOD Council), and Congress for New Urbanism. He has shared professional experience at UTA School of Architecture in leading a Graduate studio focused on urban redevelopment. He's entertained by one spouse, three kids and one mutt.



**John Schrader, AIA, LEED AP | Vice President**

John is responsible for project programming and the coordination of conceptual and schematic design across the studio. He is integrally involved the firm's sustainable design research and implementation. His leadership in the studio is not limited to design. John is a team builder, seeking consensus while challenging the firm to perform at the highest possible level. John's demand for excellence-in-design is in large part responsible for the firm's success as indicated by the numerous design awards and national recognition for its multifamily and mixed-use developments.



**Carl M. Malcolm, AIA | Vice President**

In 2014, Carl began his third decade with JHP. Carl is most appreciated around the office for his unique ability to multi-task. He manages simultaneously many of the firm's higher density, mixed-use, and senior housing projects. In addition to his project management responsibilities, Carl provides quality control and project scheduling oversight of all projects throughout the office. His varied experience, strong design sensibilities, and creative spirit make him a valuable member of the JHP development team.



**W. Brian Keith**, AIA, AICP, LEED AP | Associate Principal

Brian is the Director of Urban Design and Planning for JHP. He brings to this position a passion for place-making and the visioning of community redevelopments that are rich in diversity and sustainable over time. Brian is an advocate for “good urbanism” endeavors to infuse these planning principles into all that he does. His professional experience having been centered on mixed-use redevelopment urban design and planning, leading to a desire to create livable communities and great urban spaces.



**Sheila Kleinpeter**, AIA | Senior Associate

Sheila joined JHP in 1999 upon graduation from the University of Texas, Arlington with a M. Arch. degree. With a decade of experience in many Housing and Mixed-use building typologies, Sheila is one of the firm’s most qualified and prolific project managers. Sheila is routinely assigned some of the firm’s largest accounts. In recognition of Sheila’s contributions, she was promoted to the position of Senior Associate in 2008. In addition to her Project Management responsibilities, Sheila provides oversight to staff on issues related to Accessibility and Fair Housing requirements.



**Jonathan M. Brown**, AIA, MACM | Senior Associate

With over 15 years of experience, Jonathan has been integral on a myriad of projects in the multi-family and mixed-use urban infill sectors both locally and internationally. As a Senior Associate at JHP, Jonathan is a lead designer and project manager for many of the firm’s projects including grayfield/ brownfield conversion, mixed-Use, urban infill, transit oriented development, urban housing, live-work, flex retail and sustainable community building. Jonathan focuses on developing the firm’s innovative design and manages the integration of digital design techniques into JHP’s workflow.



**Kirby Zengler**, AIA | Senior Associate

Kirby joined JHP part time while completing his MArch degree at the University of Texas at Arlington. Upon graduation he joined the firm in a full-time capacity as an Intern Architect. He is actively involved in many of the firm’s mixed-use and higher density projects; and in addition to his project management assignments leads the Whole Community Design™ initiative on behalf of JHP.



# SERVICE IS NOT A COMMODITY

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BIG RED DOG Engineering | Consulting specializes in site infrastructure design and permitting for commercial, residential, municipal, and industrial development projects throughout the state of Texas. The BIG RED DOG team has decades of combined experience in site selection, due diligence, entitlement support, zoning processes, traffic analysis, traffic signal design, mechanical, electrical, and plumbing design, and site design and permitting. We take personal pride in striving to be the best at what we do.

BIG RED DOG is an employee-owned company built on a shared commitment to excellence and the promise of fulfillment and prosperity for our clients and our community. Through teamwork with the client and a commitment to excellence, we provide outstanding service and fast, cost-effective design solutions.

Our business philosophy is based on the idea that engineering is a commodity, one that any qualified engineer can provide, but the premium is earned when the client feels as if they have added a valuable and trusted resource to their development team. Customer service is the foundation upon which we have built the company.

BIG RED DOG, Inc. (dba BIG RED DOG Engineering | Consulting) is registered with the Texas Secretary of State as an S-Corporation. The firm opened on May 1, 2009.



# MENU OF SERVICES

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- SITE SELECTION ANALYSIS
- GIS INVESTIGATION AND EXHIBIT PREPARATION
- DUE DILIGENCE INVESTIGATIONS AND SITE ASSESSMENTS
- SITE OPS CONCEPTUAL PLANNING
- ZONING AND ENTITLEMENT SUPPORT
- FLOODPLAIN STUDIES, HYDRAULIC & HYDROLOGY MODELING
- SUBDIVISION PLATTING
- SITE DEVELOPMENT PERMITTING
- SUBDIVISION AND SITE DEVELOPMENT CONSTRUCTION DOCUMENTS
  - EROSION AND SEDIMENTATION CONTROL DESIGN
  - GRADING (SITE & INFRASTRUCTURE)
  - DRAINAGE DESIGN
  - WATER/WASTEWATER DESIGN
  - ROADWAY DESIGN
  - DETENTION/WATER QUALITY POND DESIGN
  - LIFT STATION DESIGN
  - OSSF DESIGN
- MECHANICAL, ELECTRICAL, & PLUMBING DESIGN
  - MECHANICAL ENGINEERING
  - ELECTRICAL ENGINEERING
  - PLUMBING AND PIPING DESIGN
  - FIRE PROTECTION ENGINEERING
- ENVIRONMENTAL REGULATORY PERMITTING
- TRAFFIC ENGINEERING
  - TRAFFIC IMPACT ANALYSIS
  - TRANSPORTATION ENGINEERING DESIGN
  - TRAFFIC CONTROL PLANS
  - TRAFFIC OPERATIONS ANALYSIS
  - PEDESTRIAN, BICYCLE, AND COMPLETE STREETS PLANNING
  - TRAFFIC STUDIES
- DEVELOPMENT AGREEMENT COORDINATION & PREPARATION
- CONSTRUCTION OBSERVATION AND INSPECTION SERVICES
- VALUE ENGINEERING AND DESIGN/BUILD SERVICES
- LID AND LEED CAPABILITIES



# MORE ABOUT US

## FOUNDED

MAY 1, 2009

## TYPE OF BUSINESS

BIG RED DOG, Inc. is registered with the Secretary of State as an S-Corporation. BIG RED DOG-Austin, LLC, BIG RED DOG- MEP Austin, LLC, BIG RED DOG- Houston, LLC, BIG RED DOG- San Antonio, LLC, BIG RED DOG-Dallas, LLC, and BIG RED DOG-Traffic, LLC are registered with the Texas Secretary of State as a Limited Liability Corporations.

## FIRM LEADERS

William Schnier, P.E.   Chief Executive Officer	Shannon Boyd, CPD LEED AP   Austin, Vice President
Bradley Lingvai, P.E.   Austin, President	Dan Hennessey, P.E.   Austin, Vice President
Ricardo De Camps, P.E.   Austin, Vice President	James Schwerdtfeger, P.E.   Austin, Vice President
David Johnson, P.E.   Austin, Vice President	Douglas Barrilleaux, P.E.   Dallas, President
Robert Brown   Houston, President	Chris Weigand, P.E.   San Antonio, President
Matthew Stewart, P.E.   Houston, Vice President	Russell Yeager, P.E.   San Antonio, Vice President

## LOCATIONS

### AUSTIN OFFICE

2021 East 5th Street  
Suite 110  
Austin, Texas 78702  
512.669.5560

### DALLAS OFFICE

4925 Greenville Avenue  
Suite 1250  
Dallas, Texas 75206  
214.307.4767

### HOUSTON OFFICE

2500 Summer Street,  
Suite 2100,  
Houston, Texas 77007  
832.730.1901

### SAN ANTONIO OFFICE

5710 Hausman Road  
Suite 115  
San Antonio, Texas 78249  
210.860.9224

## CREDENTIALS

TOTAL FIRM	LICENSED PE'S	ENGINEERS IN TRAINING	LEED PROFESSIONALS
85	30	16	5
LAND PLANNERS	CONTROLLER	BUSINESS COORDINATOR	ADMINISTRATORS
2	1	1	4

## Affordable Housing and Public Finance

Shackelford offers over 20 years of experience in the area of affordable housing. This is a complex area of real estate law, and few firms can match our depth of knowledge, industry contacts and regulatory insights in successfully guiding clients through the industry's requirements and opportunities. We have represented developers (for profit and non-profit), housing finance corporations and housing authorities across a gamut of issues that include structuring transactions, various financing vehicles, the selling and re-selling of low-income housing tax credits, tax-exempt bonds and document preparation in compliance with tax codes and regulatory rules. We take pride in the fact that our firm is able to work in an industry that offers safe, decent and affordable housing to so many communities and individuals. We have expertise in various areas of the affordable housing industry, including:

Low-income housing tax credits (including elderly and special needs)

- Tax-exempt bonds
- Historic tax credits
- Multi-family and single family homes
- New construction and rehabilitation
- Construction and permanent financing (including HUD/FHA financing)
- HOME and CDBG programs

## Public Finance/Housing

Shackelford represents lenders and borrowers in the public financing industry to aid the development of both market rate and affordable housing projects. We have assisted clients in structuring and closing deals insured under the United States Housing Act and the National Housing Act, including new construction, substantial rehabilitation, refinancing and mortgage restructures. We have extensive experience with HUD and FHA rules and regulations and work closely with industry contacts to stay current on any regulatory updates to allow us to advise our clients in the most efficient and effective way possible. Shackelford has experience with various HUD/FHA transactions including loans insured under Section 221(d)(4), 223(a)(7) and 223(f). Shackelford also has extensive experience representing developers that utilize Fannie Mae and Freddie Mac financing and represent municipalities in the preparation and closing of Section 108 loans and HOME loans.

**Michelle Snedden**

**Partner**

**Dallas**

## Expertise and Experience

Michelle Snedden focuses her practice on handling transactional matters for a variety of business clients, including auto dealers, real estate owners, and developers (profit and non-profit) of affordable housing projects. She also assists on transactions that often include

low-income housing tax credits, historic tax credits, HOME Funds, tax-exempt bonds and a variety of other financing sources (private and governmental).

Ms. Snedden also has experience representing FHA-approved lenders and has extensive knowledge regarding HUD programs, including new construction, rehabilitation and refinancings.

A licensed attorney in England, she was previously an assistant lawyer at Turner Parkinson Solicitors in Manchester, England, where she assisted in the sale and purchase of businesses, drafting entertainment contracts, and advising clients in a variety of corporate transactions.

### **Practice Areas**

Affordable Housing

Business Negotiations and Transactions

Corporate Law

### **Activities**

Ms. Snedden is a member of the American Bar Association, Dallas Bar Association and Dallas Association of Young Lawyers. She was a senior staff member of the Texas Wesleyan Law Review.

### **Education**

Sheffield Hallam University in Sheffield, England,

Postgraduate Diploma in Legal Practice from the College of Law, Chester, England

### **Law School**

Texas Wesleyan School of Law

### **Bar Admissions**

Texas, 2010

### **Fun Facts**

Michelle moved to the US from England in 2005. She enjoys, running and fishing, and used to play the drums for a rock band! She also loves to cook and entertain.

**Lauren G. Osterman**  
**Associate**  
**Dallas**

### **Expertise and Experience**

Lauren Osterman has a broad business transactional practice, primarily in the areas of

finance (representing both financial institutions and borrowers), real estate (development and leasing) and corporate matters.

### **Practice Areas**

Business Transactions  
Banking  
Real Estate  
Corporate

### **Education**

University of Georgia, B.A.

### **Law School**

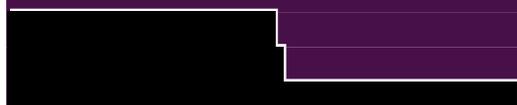
Florida State University College of Law, J.D.

### **Bar Admissions**

Texas, 2007  
Georgia, 2006

### **Fun Facts**

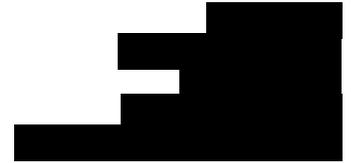
Away from the office, Lauren enjoys any activity that takes her outdoors. She loves fireworks, festivals, parades and, most of all, spending time with her family.



# Clifford Timmermans, CFO



Cesar Chavez Foundation



## Q U A L I F I C A T I O N S

A brief summary of professional experiences includes very successful growth and development in the areas of the following:

Financial Reporting, General Accounting, Construction Management, General Contractor, and Land Development.

## E X P E R I E N C E

### ***Chief Financial Officer, Cesar Chavez Foundation***

***1999-Present***

Responsible for Accounting Operations with various profit and non-profit related entities. Job responsibilities included being:

Management of accounting and financial reporting to include Audited Financial Statements, Tax Returns, General Ledger, Construction Cost Accounting, Accounts Receivable, Accounts Payable, Payroll, Reconciliation, Budgeting and Cash Flow Reporting.

### ***President/Director, Guaranty Construction Finance Corporation*** 1983-1998

Responsible for all accounting operations and corporate management of the company. Job responsibilities included being:

Manager and Controller of business affairs to include General Ledger, Accounts Receivable, Accounts Payable, Job Cost, Reconciliation, Budgeting and Cash flow Analysis.

Director, Officer and General Contractor functions of management included dealing with:

Property acquisitions, Land Development, Construction and Marketing of Single and Multi-family Residences and Condominiums.

Evaluation of property, negotiating purchase, assisting with title transfer, coordinating with regulatory agencies regarding codes, permits, fees, etc...

***Realtor Associate, Associated Realtors, Inc.***

**1980- 1983**

Actively engaged in being a member of Multiple Listing Service and sales of single family residences.

***Vice President, Timmermans Lumber Company, Inc.***

**1976- 1980**

Responsible for general accounting and management of all facets of the business. This included:

General Ledger, Accounts Receivable, Accounts Payable, Payroll, Bank Reconciliation, Budgets Purchasing, Sales Management, preparing pricing, policies, and analyzing market conditions.

***General Contractor, Timberline Construction Company***

**1976-1980**

Management and General Accounting of the Construction of Single Family Residences. Work included:

Job Cost Accounting, Cash Flow analysis, Budgeting, Land Acquisition, Land Development, Sub-Contracting to Specialty Contractors, and Sales through Real Estate Brokers.

## **EDUCATION**

- ***University of Washington-Seattle, WA.***  
Bachelor of Arts in Business Administration  
Concentration in Accounting
- 
- ***Yakima Valley College-Yakima, WA.***  
Associate Liberal Arts Degree

## **LICENSES & CERTIFICATES**

- General Building Contractor, Classification B  
California Contractors State Licensed Board
- Certified H.U.D Developer/Builder Representative
- Member of the National Association of Homebuilders

## **EXHIBIT I**

**h. other funding source rules (e.g. Low Income Housing Tax Credits):** Cesar Chavez Foundation's list of our properties and their funding sources

**PROJECTS DEVELOPED BY THE CESAR CHAVEZ FOUNDATION**

PROJECT NAME	LOCATION	MARKET	TYPE	TOTAL UNITS	AFFORDABLE UNITS	YEAR COMPLETED	FUNDING SOURCES
<b>IN CONSTRUCTION OR REHABILITATION</b>							
LA PLAZA	LOS ANGELES, CA	MIXED USE (45,000 COMMERCIAL)	REHAB	355	71	2018	CONVENTIONAL
THE TIMBERS APARTMENTS	AUSTIN, TX	FAMILY	REHA	104	104	2016	BOND, 4% LIHTC
<b>COMPLETED PROJECTS</b>							
40 ACRES	DELANO, CA	HALL	NEW CONSTRUCTION	2	N/A	1974	CONVENTIONAL
AGBAYANI VILLAGE	DELANO, CA	SRO	NEW CONSTRUCTION	31	0	1974	CONVENTIONAL
AVONDALE HACIENDAS	AVONDALE, AZ	SENIOR	NEW CONSTRUCTION	69	68	2008	202 PRAC
AGUILA OAKS APARTMENTS	SAN ANTONIO, TX	FAMILY	REHAB	346	260	1984	BOND
CASA AMELIA CADENA	SHAFTER, CA	FAMILY	NEW CONSTRUCTION	81	80	2007	LIHTC
CASAS BLANCAS	FRESNO, CA	FAMILY	NEW CONSTRUCTION	104	0	1986	CONVENTIONAL
CASA BILL SOLTERO	GLENDALE, AZ	SENIOR	NEW CONSTRUCTION	61	60	2007	202 PRAC, HOME
CASA DE AMIGOS	SCOTTSDALE, AZ	HOME OWNERSHIP	NEW CONSTRUCTION	36	36	1990'S	CONVENTIONAL
CASA DE EVA	BAKERSFIELD, CA	SENIOR	NEW CONSTRUCTION	49	48	2013	202 PRAC, LIHTC
CASA HERNANDEZ	DELANO, CA	SENIOR	NEW CONSTRUCTION	80	79	1999	LIHTC, HOME
CASA MESSINA	EDCOUCH, TX	FAMILY	NEW CONSTRUCTION	76	73	2009	LIHTC 9%, HOME
CASA PEDRO RUIZ	PHOENIX, AZ	SENIOR	NEW CONSTRUCTION	49	48	2013	202 PRAC
CASA SALDANA	MERCEDES, TX	FAMILY	NEW CONSTRUCTION	196	156	2006	LIHTC
CASAS SAN MIGUEL	FRESNO, CA	HOME OWNERSHIP	NEW CONSTRUCTION	41	0	1990'S	CONVENTIONAL
**CASA VELASCO APARTMENTS	FRESNO, CA	FAMILY	NEW CONSTRUCTION/REHAB	150	149	1996 (REHAB 2013)	BOND, 4% LIHTC
*DEMING MANOR	DEMING, NM	FAMILY	REHAB	52	52	2004	BOND, 4% LIHTC
**GILROY APARTMENTS	GILROY, CA	FAMILY	REHAB	111	110	1971	BOND, 4% LIHTC, 221D4 HUD
GOVEA GARDENS	BAKERSFIELD, CA	FAMILY	NEW CONSTRUCTION	150	149	2007	LIHTC, HOME
HACIENDA MANUEL CHAVEZ	SOMERTON, AZ	FAMILY	NEW CONSTRUCTION	80	79	2004	LIHTC
JARDINES DE LA FUENTE	PHARR, TX	FAMILY	NEW CONSTRUCTION	200	160	2005	LIHTC
*KING ARTHUR'S COURT	LORDSBURG, NM	FAMILY	REHAB	28	28	2004	BOND, 4% LIHTC
LA PAZ VILLA APARTMENTS	PARLIER, CA	FAMILY	NEW CONSTRUCTION	81	0	1985	CONVENTIONAL
LA VIDA NUEVA	ALBUQUERQUE	FAMILY	ACQUISITION	316	315	1965	BOND, 4% LIHTC
NSP PROJECT	PHOENIX, AZ	FAMILY OWNERSHIP	NEW CONSTRUCTION	48	48	2011	CITY OF PHOENIX NSP
MARIPOSA PLAZA	PARLIER, CA	COMMERCIAL	NEW CONSTRUCTION	7	N/A	1993	CONVENTIONAL
MISSION PLAZA	PARLIER, CA	COMMERCIAL	NEW CONSTRUCTION	6	N/A	1987	CONVENTIONAL
**PARK AT CLIFF CREEK	DALLAS, TX	FAMILY	REHAB	280	280	2016	BOND, 4% LIHTC
PASEO ABEYTIA	PHOENIX, AZ	SENIOR	NEW CONSTRUCTION	46	45	2013	HUD 202
PLAZA DAVID CHAVEZ	ALBUQUERQUE, NM	FAMILY	REHAB	75	74	1970	BOND, 4% LIHTC
PLAZA MANUEL ORTEGA	EL MIRAGE, AZ	FAMILY	NEW CONSTRUCTION	80	79	2003	BOND, 4% LIHTC
**PLAZA MENDOZA APARTMENTS	FRESNO, CA	FAMILY	REHAB	132	130	1975 (REHAB 2014)	BOND, 4% LIHTC
RENE LOPEZ ESTATES	PARLIER, CA	HOME OWNERSHIP	NEW CONSTRUCTION	86	86	1990'S	CONVENTIONAL
ROSS GARDENS APARTMENTS	FRESNO, CA	FAMILY	NEW CONSTRUCTION	140	139	1993	LIHTC
SOMBRA APARTMENT HOMES	PHOENIX, AZ	FAMILY	REHAB	263	260	1974	BOND

SALANDINI VILLA APARTMENTS	PARLIER, CA	FAMILY	NEW CONSTRUCTION	148	146	1996	LIHTC
SANDIA VISTA APARTMENTS	ALBUQUERQUE, NM	FAMILY	ACQUISITION	138	137	1972	BOND, 4% LIHTC
*TRADEWINDS CARRIAGE APARTMENTS	TRUTH OR CONSEQUENCES, NM	FAMILY	ACQUISITION	32	32	2004	BOND, 4% LIHTC
VILLAGE AT MEADOWBEND	TEMPLE, TX	FAMILY	NEW CONSTRUCTION	138	104	2003	LIHTC
VILLAGE AT MEADOWBEND II	TEMPLE, TX	FAMILY	NEW CONSTRUCTION	99	80	2006	LIHTC
VISTA DEL MONTE APARTMENTS	SAN FRANCISCO, CA	FAMILY	REHAB	104	104	1971 (REHAB 1982 & 2004)	PB SECTION 8. LIHTC
VILLA LUNA APARTMENTS	HOLLISTER, CA	FAMILY	ACQUISITION	116	115	1970	LHPPHRA, HUD
**VILLA ROBLES APARTMENTS	PORTERVILLE, CA	FAMILY	NEW CONSTRUCTION/REHAB	100	99	1996 (REHAB 2013)	BOND, 4% LIHTC
ZOLLIE SCALES MANOR	HOUSTON, TX	FAMILY	REHAB	158	157	1969 (REHAB 2012)	NSP
				<b>5044</b>	<b>4240</b>		

\*managed by 3rd party

\*\*Rehabbed by Greenfield Construction, LLC

## **EXHIBIT J**

- 13. Detailed Project Budget.** Use the following table, or comparable format, to provide a complete project budget. Add line-items as necessary. If this project has already received funding from AHFC, indicate by line item the amounts from the prior award.

# DEVELOPMENT COSTS

Project Name: *Govalle Terrace*  
 Project Address: *Jain Lane*  
 Developer: *CCF*

22-Aug-2016

Number of Dwelling Units: 97		Gross Building Area (sf) 86,884			
		TOTAL COST	\$ PER UNIT	\$ PER SF BUILDING	% OF TOTAL
<b>1. ACQUISITION COSTS:</b>					
Purchase Price - buildings		\$0	\$0.00	\$0.00	0.00%
Purchase Price - land		\$1,600,000	\$16,494.85	\$18.42	10.01%
Closing Costs / Holding Costs		\$0	\$0.00	\$0.00	0.00%
Appraisal		\$5,000	\$51.55	\$0.06	0.03%
Transfer Tax		\$0	\$0.00	\$0.00	0.00%
Acquisition Contingency (10%)		\$0	\$0.00	\$0.00	0.00%
<b>TOTAL ACQUISITION COSTS</b>		<b>\$1,605,000</b>	<b>\$16,546.39</b>	<b>\$18.47</b>	<b>10.04%</b>
<b>2. FEES/PERMITS &amp; STUDIES</b>					
Building Fees and Permits	0.00%	\$0	\$0.00	\$0.00	0.00%
Development Impact Fees	0.00%	\$0	\$0.00	\$0.00	0.00%
Market Study		\$5,000	\$51.55	\$0.06	0.03%
Surveys/Soils/Traffic/PNA		\$2,700	\$27.84	\$0.03	0.02%
ALTA Survey		\$16,500	\$170.10	\$0.19	0.10%
Phase 1/Lead/Asbestos/Mold/Radon		\$12,500	\$128.87	\$0.14	0.08%
Utility Consultant + Fees		\$250,000	\$2,577.32	\$2.88	1.56%
<b>Arch. &amp; Engineering Fees (HERS)</b>		<b>\$50,000</b>	<b>\$515.46</b>	<b>\$0.58</b>	<b>0.31%</b>
<b>Design</b>	4.00%	<b>\$389,172</b>	<b>\$4,012.08</b>	<b>\$4.48</b>	<b>2.44%</b>
<b>Reimbursables</b>		<b>\$5,000</b>	<b>\$51.55</b>	<b>\$0.06</b>	<b>0.03%</b>
<b>Subtotal:</b>		<b>\$444,172</b>	<b>\$4,579.09</b>	<b>\$4.54</b>	<b>2.47%</b>
<b>TOTAL FEES/PERMITS &amp; STUDIES</b>		<b>\$730,872</b>	<b>\$7,534.76</b>	<b>\$4.96</b>	<b>2.70%</b>
<b>3. DIRECT CONSTRUCTION COSTS:</b>					
Residential Construction		\$8,196,500	\$84,500.00	\$94.34	51.29%
Onsite Improvements			\$0.00	\$0.00	0.00%
Parking			\$0.00	\$0.00	0.00%
Off-Site Improvements			\$0.00	\$0.00	0.00%
Elevator		\$90,000	\$927.84	\$1.04	0.56%
<b>Subtotal:</b>		<b>\$8,286,500</b>	<b>\$85,427.84</b>	<b>\$95.37</b>	<b>51.85%</b>
Contractor's Overhead & Profit	8.00%	\$655,720	\$6,760.00	\$7.55	4.10%
<b>Subtotal:</b>		<b>\$8,942,220</b>	<b>\$92,187.84</b>	<b>\$102.92</b>	<b>55.95%</b>
General Conditions	6.00%	\$491,790	\$5,070.00	\$5.66	3.08%
Contractor GL Insurance	2.00%	\$188,680	\$1,945.16	\$2.17	1.18%
Performance Bond	1.13%	\$106,604	\$1,099.01	\$1.23	0.67%
<b>Subtotal:</b>		<b>\$9,729,295</b>	<b>\$100,302.01</b>	<b>\$111.98</b>	<b>60.88%</b>
Owner Const Contingency	5.00%	\$486,465	\$5,015.10	\$5.60	3.04%
<b>TOTAL DIRECT CONSTRUCTION COSTS</b>		<b>\$10,215,759</b>	<b>\$105,317.11</b>	<b>\$117.58</b>	<b>63.92%</b>
<b>4. INDIRECT CONSTRUCTION COSTS</b>					
Developer's Fee		\$1,735,963	\$17,896.53	\$19.98	10.86%
<b>Subtotal:</b>		<b>\$1,735,963</b>	<b>\$17,896.53</b>	<b>\$19.98</b>	<b>10.86%</b>
Development/Financial Consultant		\$5,000	\$51.55	\$0.06	0.03%
Construction Consultant		\$20,000	\$206.19	\$0.23	0.13%
Security		\$70,272	\$724.45	\$0.81	0.44%
Relocation		\$0	\$0.00	\$0.00	0.00%
Builder's Risk/Liability Insurance	0.75%	\$76,618	\$789.88	\$0.88	0.48%
Real Estate Taxes		\$0	\$0.00	\$0.00	0.00%
CCF Legal - Organizational		\$32,500	\$335.05	\$0.37	0.20%
Legal - Syndication, bond		\$50,000	\$515.46	\$0.58	0.31%
Accounting/Final Audit		\$15,000	\$154.64	\$0.17	0.09%
Misc. Admin/Asbestos Abatement		\$0	\$0.00	\$0.00	0.00%
Soft Costs Contingency	6.5%	\$146,082	\$1,506.00	\$1.68	0.91%
<b>TOTAL INDIRECT CONSTRUCTION COSTS</b>		<b>\$2,151,435</b>	<b>\$22,179.75</b>	<b>\$24.76</b>	<b>13.46%</b>
<b>5. RENT-UP COSTS</b>					
Marketing/Advertising Expense		\$3,500	\$36.08	\$0.04	0.02%
Lease-up Reserve		\$25,570	\$263.61	\$0.29	0.16%
Capitalized Replacement Reserve		\$29,100	\$300.00	\$0.33	0.18%
Capitalized Operating Reserve		\$389,711	\$4,017.64	\$4.49	2.44%
Common Area Furnishings		\$50,000	\$515.46	\$0.58	0.31%
<b>TOTAL RENT-UP/MARKETING COSTS</b>		<b>\$497,881</b>	<b>\$5,132.80</b>	<b>\$5.73</b>	<b>3.12%</b>
<b>6. FINANCING COSTS</b>					
<b>Construction Financing</b>					
Construction Loan Interest	4.70%	\$351,841	\$3,627.22	\$4.05	2.20%
Application Fee		\$25,000	\$257.73	\$0.29	0.16%
Construction Lender Fees	1.00%	\$88,070	\$907.94	\$1.01	0.55%
Construction Lender Legal (Citi)		\$55,000	\$567.01	\$0.63	0.34%
Appraisal/Engineering/Zoning/Flood/Insurance		\$19,955	\$205.72	\$0.23	0.12%
<b>Bond Financing</b>					
Issuer Fee Year 1 (Annual Monitoring)		\$1,200	\$12.37	\$0.01	0.01%
Bond Issuer Origination Fee		\$0	\$0.00	\$0.00	0.00%
Bond Reservation Fee (processing fee)		\$5,000	\$51.55	\$0.06	0.03%
Cost of Issuance (closing fees)	0.00500	\$44,035	\$453.97	\$0.51	0.28%
Reporting	\$25	\$2,425	\$25.00	\$0.03	0.02%
Trustee/Bond Counsel (Kutak)		\$45,000	\$463.92	\$0.52	0.28%
<b>Permanent Financing</b>					
Perm Loan Fees/Closing Costs		\$10,000	\$103.09	\$0.12	0.06%
Perm Loan - Legal		\$10,000	\$103.09	\$0.12	0.06%
Other - Misc.		\$10,000	\$103.09	\$0.12	0.06%
Prepayment Penalty		\$0	\$0.00	\$0.00	0.00%
<b>Tax Credit Fees</b>					
Investor Application Fees		\$40,000	\$412.37	\$0.46	0.25%
Tax Credit Application & Reservation Fees		\$6,660	\$68.66	\$0.08	0.04%
Tax Credit Allocation Reservation Fee (Refund)		\$0	\$0.00	\$0.00	0.00%
Tax Credit Monitoring Fee (cash flow)		\$0	\$0.00	\$0.00	0.00%
<b>Other</b>					
Lender/Investor Inspections		\$30,000	\$309.28	\$0.35	0.19%
Title and Recording (Constr./Perm.)		\$36,750	\$378.87	\$0.42	0.23%
<b>TOTAL FINANCING COSTS</b>		<b>\$780,936</b>	<b>\$8,050.89</b>	<b>\$8.99</b>	<b>4.89%</b>
<b>7. SUBTOTAL DEVELOPMENT COSTS</b>		<b>\$14,376,884</b>	<b>\$148,215.30</b>	<b>\$162.02</b>	<b>89.96%</b>
<b>TOTAL ACQUISITION COSTS</b>		<b>\$1,605,000</b>	<b>\$16,546.39</b>	<b>\$18.47</b>	<b>10.04%</b>
<b>TOTAL DEVELOPMENT COSTS</b>		<b>\$15,981,884</b>	<b>\$164,761.69</b>	<b>\$180.49</b>	<b>100.00%</b>

Construction estimates are subject to change and may be revised due to entitlement issues, chair construction standards, architectural and engineering requirements, and other unforeseen circum

## **EXHIBIT K**

- a. **Operating Proforma** – In a format comparable to Table D below, prepare a minimum twenty (20) year financial Operating Proforma which realistically reflects the operation of the project relative to current and anticipated revenues, expenses and debt. The Proforma must indicate the anticipated debt coverage ratio (DCR) calculated as follows:  $\text{net operating income (NOI) / debt service (DS) = DCR}$ . For projects that will not carry debt, use the number "1" as the denominator in the equation.

**CASH FLOW ANALYSIS**

Project Name: *Austin thinkEAST*  
 Project Address: *Jain Lane*  
 Developer Name: *CCF*

19-Aug-2016

**ASSUMPTIONS:**

Residential Income Infl. Rate:	2.50%				Conventional Loan Rate	4.70%
Laundry & Misc. Infl. Factor:	2.50%				Years Amortized	35
Operating Expense Infl. Factor:	3.50%				Cash Available for Debt Service	404,028
Rep. Reserve Infl. Rate	0.00%				Debt Coverage Ratio	1.21
RE Tax Infl. Rate	2.00%			Cap Rate	Perm - 1st Loan	\$6,932,000 Based on DCR
Vacancy Rate:	5.00%	93240	\$6,983,906.15	7.00%	Perm - 1st Loan	\$1,440,000 Based on LTV
Number of Units:	97	9.18%				

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20
Restricted Residential Income	\$50,108.75	\$1,002,175	\$1,027,229	\$1,052,910	\$1,079,233	\$1,106,214	\$1,133,869	\$1,162,216	\$1,191,271	\$1,221,053	\$1,251,579	\$1,282,869	\$1,314,940	\$1,347,814	\$1,381,509	\$1,416,047	\$1,451,448	\$1,487,734	\$1,524,928	\$1,563,051	\$1,602,127
Laundry & Miscellaneous	693.55	13,871	14,356	14,859	15,379	15,917	16,474	17,051	17,648	18,265	18,905	19,566	20,251	20,960	21,694	22,453	23,239	24,052	24,894	25,765	26,667
<b>GROSS INCOME</b>		<b>1,016,046</b>	<b>1,041,586</b>	<b>1,067,769</b>	<b>1,094,612</b>	<b>1,122,131</b>	<b>1,150,343</b>	<b>1,179,267</b>	<b>1,208,919</b>	<b>1,239,318</b>	<b>1,270,484</b>	<b>1,302,435</b>	<b>1,335,192</b>	<b>1,368,774</b>	<b>1,403,203</b>	<b>1,438,500</b>	<b>1,474,687</b>	<b>1,511,786</b>	<b>1,549,822</b>	<b>1,588,816</b>	<b>1,628,794</b>
Vacancy	\$50,802.30	50,802	52,079	53,388	54,731	56,107	57,517	58,963	60,446	61,966	63,524	65,122	66,760	68,439	70,160	71,925	73,734	75,589	77,491	79,441	81,440
<b>EFFECTIVE GROSS INCOME</b>		<b>965,244</b>	<b>989,506</b>	<b>1,014,381</b>	<b>1,039,881</b>	<b>1,066,024</b>	<b>1,092,826</b>	<b>1,120,303</b>	<b>1,148,473</b>	<b>1,177,352</b>	<b>1,206,960</b>	<b>1,237,313</b>	<b>1,268,432</b>	<b>1,300,335</b>	<b>1,333,043</b>	<b>1,366,575</b>	<b>1,400,952</b>	<b>1,436,197</b>	<b>1,472,330</b>	<b>1,509,375</b>	<b>1,547,354</b>
Operating Expenses (not incl taxes)	48.83%	346,283	358,403	370,947	383,930	397,368	411,275	425,670	440,569	455,988	471,948	488,466	505,563	523,257	541,571	560,526	580,145	600,450	621,465	643,217	665,729
RE Taxes		95,907	97,825	99,782	101,778	103,813	105,889	108,007	110,167	112,371	114,618	116,910	119,249	121,634	124,066	126,548	129,079	131,660	134,293	136,979	139,719
TDHCA Compliance Monitoring Fee	\$40.00	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,880
SM Bond Issue Fee	0.00%	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Replacement Reserve	471,290	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100	29,100
<b>NOI BEFORE DEBT SERVICE</b>		<b>488,873</b>	<b>499,098</b>	<b>509,472</b>	<b>519,994</b>	<b>530,664</b>	<b>541,481</b>	<b>552,446</b>	<b>563,557</b>	<b>574,813</b>	<b>586,214</b>	<b>597,757</b>	<b>609,441</b>	<b>621,264</b>	<b>633,225</b>	<b>645,321</b>	<b>657,549</b>	<b>669,907</b>	<b>682,392</b>	<b>694,999</b>	<b>707,726</b>
<b>1ST MORT DEBT SERVICE</b>		404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040	404,040
<b>2ND MORT DEBT SERVICE</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Debt Service Coverage</b>		<b>1.21</b>	<b>1.24</b>	<b>1.26</b>	<b>1.29</b>	<b>1.31</b>	<b>1.34</b>	<b>1.37</b>	<b>1.39</b>	<b>1.42</b>	<b>1.45</b>	<b>1.48</b>	<b>1.51</b>	<b>1.54</b>	<b>1.57</b>	<b>1.60</b>	<b>1.63</b>	<b>1.66</b>	<b>1.69</b>	<b>1.72</b>	<b>1.75</b>
<b>CASH AVAIL. FOR DEPOSITS &amp; FEES</b>		84,834	95,059	105,432	115,954	126,624	137,442	148,406	159,517	170,774	182,174	193,717	205,401	217,225	229,185	241,281	253,510	265,868	278,352	290,960	303,687
LP Asset Management Fee	3.00%	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159	20,764	21,386	22,028	22,689	23,370	24,071	24,793	25,536	26,303
Partnership Mgt Fee	3.00%	4,900	5,047	5,198	5,354	5,515	5,680	5,851	6,026	6,207	6,393	6,585	6,783	6,986	7,196	7,412	7,634	7,863	8,099	8,342	8,592
<b>CASH AVAIL. FOR DEFERRED FEE</b>		64,934	74,562	84,320	94,209	104,226	114,372	124,645	135,043	145,565	156,209	166,973	177,855	188,852	199,962	211,181	222,506	233,934	245,460	257,081	268,792
Deferred Dev Fee Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Dev Fee Payment	100.00%	-64,934	-74,562	-84,320	-94,209	-104,226	-114,372	-124,645	-135,043	-145,565	-156,209	-166,973	-177,855	-188,852	-199,962	-211,181	-222,506	-233,934	-245,460	-257,081	-268,792
<b>Deferred Developer Fee Balance</b>	\$1,069,822.01	1,004,888	930,327	846,007	751,798	647,572	533,200	408,555	273,512	127,947	0	0	0	0	0	0	0	0	0	0	0
<b>CASH AVAIL. FOR DISTRIBUTION</b>		0	0	0	0	0	0	0	0	0	28,261	166,973	177,855	188,852	199,962	211,181	222,506	233,934	245,460	257,081	268,792

## **EXHIBIT L**

f. Demonstrate financial capacity to provide support services and/or operate a supportive services program by providing the following information:

1. Sources of Funds: Identify sources and amounts of funds that will be or are expected to be utilized to provide supportive services.
2. Budget: Include a supportive services budget which reflects current and anticipated funding and expenses associated with the provision of services for three (3) years.



**COMMUNITY SERVICES BUDGET**

**REVENUE**

<u>Line Item</u>	<u>CCF</u>	<u>Public Support</u>	<u>Total Amount</u>	<u>Description</u>
Fees & Services	\$25,000	\$0	<b>\$25,000</b>	Property Management
Contributions	0	\$2,900	<b>\$2,900</b>	Donations/General Fund
<b>Total Revenue</b>	<b>\$25,000</b>	<b>\$2,900</b>	<b>\$27,900</b>	

**EXPENSES**

Compensation	\$17,750	\$0	<b>\$17,750</b>	PT Lead Teacher = 180 days of program @ 3.5 hrs each day and 10 days of training & prep @ 8 hrs each day for a total of 710 hours of work for 10 months. LT wage at \$25.00 per hour
Benefits	\$3,905	\$0	<b>\$3,905</b>	22% rate for part-time employment
Classroom Fee	\$0	\$0	<b>\$0</b>	In-kind Donation by property management
Student Materials	\$1,000	\$0	<b>\$1,000</b>	Supplies needed for technology and evaluation tools. Technology includes supplies used by students to conduct presentations such as writing paper, art paper, pencils, pens, crayons, color pencils, etc.

Snacks	\$1,350	\$0	<b>\$1,350</b>	15 students x \$.50 per students for snacks (180 days of program)
Travel Cost	\$0	\$750	<b>\$750</b>	Teacher Training Retreat
Office Operations/Supplies	\$600	\$0	<b>\$600</b>	Supplies needed at learning center and LT office to run daily operations. Includes ink, cleaning supplies, staples, copy paper, pens, etc. Includes office supplies for RC.
Postage/Shipping	\$150	\$0	<b>\$150</b>	Shipping monthly paperwork/reporting to home office
Events/Miscellaneous	\$0	\$650	<b>\$650</b>	Student recognition, event supplies and celebration supplies (birthday, holiday, science fair, etc)
Other Tenant Services	\$0	\$1,500	<b>\$1,500</b>	Additional Services provided to tenants
Indirect Costs	\$245	\$0	<b>\$245</b>	Accounting, Legal, HR, and IT Fees
Total Expenses	\$25,000	\$2,900	<b>\$27,900</b>	
Excess Revenue Over (Under Expenses)	\$0	\$0	<b>\$0</b>	



## HOUSING & ECONOMIC DEVELOPMENT

316 W. 2<sup>nd</sup> Street, Suite 600 | Los Angeles, CA 90012 | T: 213.362.0260 | F: 213.362.0265 | [www.chavezfoundation.org](http://www.chavezfoundation.org)

September 21, 2016

David Potter  
Neighborhood Development Program Manager  
City of Austin/Austin Housing Finance Corporation  
1000 East 11<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Austin, TX 78702

Dear Mr. Potter,

The Cesar Chavez Foundation is applying for Rental Housing Development Assistance (RHDA) Program funds from Austin Housing Finance Corporation (AHFC). This letter has been prepared by Cesar Chavez Foundation to state our intention to partner with LifeWorks to provide four (4) units of Permanent Supportive Housing (PSH) units at our project, Govalle Terrace/thinkEAST ("Project"), to comply with AHFC's programmatic goals. The PSH units at the Project will target youth "aging out" of state custody, the foster care or the juvenile probation system.

The appropriate personnel of Cesar Chavez Foundation and LifeWorks are prepared to establish the necessary agreement in the form of a Memorandum of Understanding, consistent with AHFC funding policies necessary to meet program requirements of the RHDA Program.

Further, the undersigned certify that they are authorized by their respective organizations to enter into this partnership.

This Letter of Intent (LOI) is executed as of the date of this letter and sets forth the mutual intent and limited agreement of the undersigned.

Sincerely,

Cesar Chavez Foundation

By:   
Name: Paul S. Park  
Title: Secretary

LifeWorks

By:   
Name: Susan McDowell  
Title: Executive Director

## Govalle/Johnston Terrace Neighborhood Plan Contact Team

August 25<sup>th</sup>, 2016

To: David Potter  
City of Austin

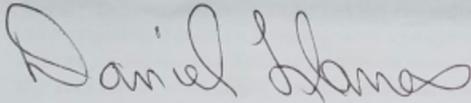
RE: Letter of Community Support  
Cesar Chavez Foundation's Proposed 97 Unit Affordable Housing Development  
Location: ThinkEast Planned Unit Development (Shady Lane & Jain Lane Area)

Dear Mr. Potter:

Please accept this letter as a representation of the community's support of the Cesar Chavez Foundation's proposal to construct a new affordable housing community within the planned ThinkEAST Development located at Shady/Jain Lane. It is our understanding that the project will consist of 97 apartments to benefit residents at or below 80% of the Area Median Income (80% will be 60% AMI or below) and funding will be obtained from the City of Austin Housing and Community Development, TDHCA and other private resources.

Please contact me if you need any additional information.

Sincerely,



Daniel Llanes, Coordinator

Govalle/Johnston Terrace Neighborhood Contact Team

512-431-9665