



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, February 22, 2021
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

NOTICE: Due to the COVID-19 emergency, and pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_ADth38nwQMeBubz4UXlvnA

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The numbers are:

346-248-7799
470-250-9358
470-381-2552

The Meeting ID is: 978 4734 0499

For participants (online and by phone) who wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. After the City Council has begun its discussion of the agenda, you will not be recognized to speak. The public comments portion of the meeting is provided for citizen comments. You are invited to offer a comment or make a statement on any item on the agenda. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

If an Executive Session is included as part of the agenda for this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.

COUNCIL HOUSE RULES

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| 1. Decisions based on issues, goals and vision. | 9. Follow goals, principles and action agenda. |
| 2. Do not take things personal. | 10. Decide, vote and move on. |
| 3. Project a positive attitude. | 11. Avoid ambushes - Council or staff. |
| 4. Focus on issues, not on the person. | 12. Talk to staff before meetings. |
| 5. Be prepared to discuss issues. | 13. Vote our convictions, but be willing to compromise " <i>What is best for Garland.</i> " |
| 6. Maintain decorum. | 14. Follow Roberts Rules of Order consistently. |
| 7. Keep your sense of humor. | 15. Agree to disagree. |
| 8. Honor and respect each other; accept each other as individuals. | 16. Be open and honest. |

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefings:

a. Amendment to Chapter 22, Article VIII "Industrial Wastes" to incorporate the Streamlining Rule and to adopt redeveloped Technically Based Local Limits (TBLLs) as required by the Texas Commission on Environmental Quality (TCEQ)

In order to ensure the City of Garland's pretreatment program is in full compliance with pretreatment standards and requirements, the City is required to submit a modification to their pretreatment program to address the Streamlining rule and remaining program components for their customer cities.

b. Proposed Budget Amendment 2 for the 2020-21 Operating Budget

Budget Amendment No. 2 for the 2020-21 Operating Budget includes the annual rollover of open purchase orders that were approved and funded but not completed at the fiscal year-end. There is no financial impact to the approval of these items. Additional expenditures in the General Fund and IT Project Fund are also included and funded from excess fund balances. Unless otherwise directed by the Council, this item will be scheduled for formal consideration at the March 2, 2021 Regular

Meeting.

4. Verbal Briefings:

a. COVID-19 Response Update and Further Actions

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

b. City Council will deliberate on the City Manager's Proposed Capital Improvement Program for 2021

Council is requested to provide direction to staff regarding changes to the 2021 Proposed CIP. The CIP Budget is due for adoption at the Tuesday, February 23, 2021 Regular Meeting.

c. Discussion of proposed Low Income Housing Tax Credit (LIHTC) developments and requests for Resolutions of Support

Council is requested to consider resolutions of support, no-opposition, or denial for developers applying for the Texas Department of Housing and Community Affairs 2021 Competitive 9% Low-Income Housing Competitive Housing Tax Credit Program (LIHTC). This item is scheduled for formal consideration at the February 23, 2021 Regular Meeting.

d. Discuss Weather-Related ERCOT Mandatory Curtailment of Electricity to Garland

Last week, Texas experienced an unprecedented winter storm. Record low temperatures and snowfall across vast areas of the State created an overwhelming demand on power sources. In response, ERCOT - the State entity that controls the distribution of power across the ERCOT power grid (that being most of the State) - implemented curtailments of power in the form of "rolling blackouts" due to there not being enough power in the ERCOT grid to serve all of the customers within the ERCOT portion of Texas at once. Garland Power and Light was affected by those curtailment orders just like all other electric utilities in the State. Staff will present information as to why the curtailment happened, why Garland was included, and how GP&L responded.

5. Discuss Appointments to Boards and Commissions

Council Member B.J. Williams

- Christine Lumpkin-Bell - Property Standards Board

6. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

7. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

Council will adjourn into executive session pursuant to Sections 551.071 and 551.086 of the Texas Government Code regarding attorney-client communications and competitive matters relating to GP&L operations in the recent weather-related electric curtailment event.

8. Adjourn



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. a.

Meeting Date: February 22, 2021

Item Title: Amendment to Chapter 22, Article VIII "Industrial Wastes" to incorporate the Streamlining Rule and to adopt redeveloped Technically Based Local Limits (TBLLs) as required by the Texas Commission on Environmental Quality (TCEQ)

Submitted By: Wes Kucera, Managing Director

Summary of Request/Problem

The City operates an industrial pretreatment program in accordance with Sections 4002(b)(8) and (b)(9) of the Clean Water Act, The General Pretreatment regulations (40 CFR Part 403) and the approved City of Garland Publicly Owned Treatment Works (POTW) pretreatment program submitted by the City. The legal authority (Ordinance) and the POTW's pretreatment program are partially in compliance with 40 CFR Part 403 regulations. In order to ensure the City of Garland's pretreatment program is in full compliance with such pretreatment standards and requirements, the City is required to submit a modification to their pretreatment program to address the Streamlining Rule and remaining program components for their customer cities.

The Texas Commission on Environmental Quality has reviewed the Streamlining package and the revised Technically Based Local Limits, and has determined both to be technically complete. A draft redline and a clean copy of the ordinance has been included for Council review.

Consider approving an amendment to Chapter 22, Article VIII of the City Ordinance "Industrial Wastes" in order to comply with the "Contributing Industries and Pretreatment Requirements" section of the TPDES Permit No. WQ0010090001 issued to the City of Garland Wastewater Treatment Plant on April 24, 2020.

OPTIONS

1. Approve the request to amend Chapter 22, Article VIII to remain in compliance with TPDES Permit No. WQ0010090001 issued to the City of Garland Duck Creek Wastewater Treatment Plant
2. Do not approve the amendment and provide guidance on how to pursue compliance with the current TPDES Permit.

Recommendation/Action Requested and Justification

Staff recommends approving the request to amend Chapter 22, Article VIII to remain in compliance with TPDES Permit No. WQ0010090001 issued to the City of Garland Duck Creek Wastewater Treatment Plant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 2, 2021 Regular Meeting.

Attachments

Draft Pretreatment Ordinance Redline

Draft Pretreatment Ordinance Clean

Draft Pretreatment Ordinance Summary of Changes

Sec 22.140 General provisions.

(A) *Purpose and Policy.* This article sets forth uniform requirements for Users of the wastewater collection system and publicly owned treatment works (POTW) for the City of Garland and enables the City to comply with all applicable State and Federal laws including the Clean Water Act (33 U.S.C. 1251 et seq.), and Section 22.141(A) and (B) of this article. The objectives of this article are:

- (1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- (2) To prevent the introduction of pollutants to the POTW in amounts or concentrations which could pass through to receiving waters in toxic concentrations or which will be incompatible with the POTW;
- (3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- (4) To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
- (5) To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;
- (6) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
- (7) To enable the City to comply with its TPDES permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the POTW is subject.

This article shall apply to all Industrial Users of the POTW. This article authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance and enforcement activities, establishes administrative review procedures; requires Industrial User reporting, and provides for the setting of fees for the

equitable distributions of costs resulting from the program established herein.

(B) *Administration*. Except as otherwise provided herein, the Manager of Technical Services shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Manager may be delegated by the Manager to other City personnel.

(C) *Definitions*. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, have the meanings hereinafter designated.

(1) *Act or "the Act"*. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

(2) *Approval Authority*. The words "Approval Authority" shall mean the Executive Director of the Texas Commission on Environmental Quality (TCEQ).

(3) *Authorized Representative of the Industrial User*.

(a) If the Industrial User is a corporation, "authorized representative" shall mean:

1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism

requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) If the Industrial User is a partnership, or sole proprietorship, an authorized representative means a general partner or proprietor, respectively.

(c) The individuals described in paragraphs (a) and (b) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or position of equivalent responsibility, or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Control Authority.

(4) *Best Management Practices (BMPs)*. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site run-off, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

(5) *Biochemical Oxygen Demand (BOD)*. A measurement of the amount of oxygen utilized by the decomposition of organic material, over a specified time (usually 5 days) in a wastewater sample; it is used as a measurement of the readily decomposable organic content of a wastewater.

(6) *Categorical Pretreatment Standard or Categorical Standard*. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C 1317) which apply to a specific category of Industrial Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

(7) *Chemical Oxygen Demand (COD)*. The measure of the oxygen-consuming capacity expressed in milligrams per liter. It is

expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus may not correlate with BOD.

(8) *City*. The word "City" shall be the City of Garland together with all its governing and operating bodies.

(9) *Color*. The optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

(10) *Composite Sample*. The sample resulting from the combination of several discrete wastewater samples collected at equal time intervals, or proportionally to the flow rate of the discharge.

(11) *Control Authority*. The words "Control Authority" shall mean the Pretreatment Compliance Manager, or other official designated by the City Manager of the City or his duly authorized deputy, agent or representative.

(12) *Daily Discharge*. The measurement of a pollutant in a discharge sample that has been collected during a calendar day or as a composite sample within a 24-hour period.

(13) *Daily Maximum Limit*. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(14) *Environmental Protection Agency or EPA*. The U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the Regional Water Management Division Director or other duly authorized official of that agency.

(15) *Existing Source*. Any source of discharge, the construction or operation of which commenced prior to the

publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(16) *Grab Sample*. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

(17) *Indirect Discharge or Discharge*. The introduction of (non-domestic) pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c) or (d) of the Act.

(18) *Industrial User or User*. A source of non-domestic indirect discharge.

(19) *Industrial Waste Board*. The words "Industrial Waste Board" shall mean the persons appointed by the City Council to review the actions of the Control Authority at the request of a person whose industrial sewer connection permit has been denied or suspended. The board shall consist of three (3) members. One shall be the Deputy City Manager, one shall be a taxpaying resident representative of a Garland industry permitted under this article, and one shall be a disinterested tax paying resident citizen.

(20) *Instantaneous Limit*. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(21) *Interference*. A discharge which alone or in conjunction with a discharge or discharges from other sources:

- (a) inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or

- (b) causes a violation of the City's TPDES permit or prevents sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued there under (or more stringent State or local regulations): Section 405 of

the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act; or

(c) restricts the flow in a public sewer.

(22) *Maximum Allowable Head works Loading (MAHL)*. The amount of a pollutant (in pounds) in the influent (head works) of a wastewater treatment plant above which inhibition, sludge contamination, or pass through will occur or which will be expected to occur by the Control Authority.

(23) *Monthly Average Limit*. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number "daily discharges" measured during that month.

(24) *New Source*.

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with the section, provided that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an

existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(b) Construction on a site at which an existing source is located is a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (20)(a)(2) or (3) above, but otherwise alters, replaces or adds to existing process or production equipment.

(c) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

1. Begun, or caused to begin as part of a continuous onsite construction program; or

- i. Any placement, assembly, or installation of facilities or equipment; or

- ii. Significant site preparation work including clearing, excavation, or removal of existing building, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

2. Entered in a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(25) *Non-contact Cooling Water.* Water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

(26) *Pass Through*. A discharge which exits the POTW into water of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of potential violation of any requirement of the City's TPDES permit (including an increase in the magnitude or duration of a potential violation).

(27) *Person*. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representative, agents, or assigns. This definition includes all Federal, State, or local governmental entities but does not include, unless otherwise specified, the City.

(28) *pH*. A measure of the acidity or alkalinity of a substance expressed as the reciprocal of the logarithm (base 10) of the hydrogen ion concentration.

(29) *Pollutant*. Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, (including organic chemicals) industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor].

(30) *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

(31) *Pretreatment Requirements*. Any substantive or procedural requirement related to pretreatment imposed on an Industrial User, other than a pretreatment standard.

(32) *Pretreatment Standards or Standards.* Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

(33) *Prohibited Discharge Standards or Prohibited Discharges.* Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 22.141(A) of this ordinance.

(34) *Process Wastewater.* Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.

(35) *Publicly Owned Treatment Works or POTW.* A "treatment works" as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by the State or municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the Industrial Users and responsibility for the operation and maintenance of the treatment works.

(36) *Septic Tank Waste.* Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(37) *Sewage.* Human excrement and gray water (including, but not limited to household showers and dishwashing operations).

(38) *Sewer Service Charge.* The words "sewer service charge" shall mean the charge made on all Users of the public sewage system whose wastes do not exceed in strength and concentration values established as representative of normal sewage.

(39) *Significant Industrial User.* Shall apply to:

(a) Industrial Users subject to categorical pretreatment standards; and

(b) Any other Industrial User that:

1. Discharges an average of 25,000 gpd or more of process wastewater; or
2. Contributes a process waste stream which makes up 5 percent (5%) or more of the average dry weather hydraulic or organic capacity of the treatment plant; or
3. Is designated as significant by the Control Authority on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(40) *Slug Load*. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 22.141 of this article or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

(41) *Standard Industrial Classification (SIC) Code*. A classification pursuant to the "Standard Industrial Classification Manual" issued by the U.S. Office of Management and Budget.

(42) *Storm Water*. Any flow occurring during or following any form of natural precipitation, and resulting there from, including snowmelt.

(43) *Surcharge*. The word "surcharge" or Industrial Waste Surcharge" shall mean the charge in addition to the published water and sewer rates. The basis for surcharges on industrial wastes is a capital and operating cost for suspended solids, BOD and chlorine demand exceeding normal sewage.

(44) *Suspended Solids*. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

(45) *Toxic Pollutant*. One of 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provision of Section 307 (33 U.S.C. 1317) of the Act.

(46) *Treatment Plant Effluent*. Any discharge of pollutants from the POTW into waters of the State.

(47) *Wastewater*. Liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(48) *Wastewater Treatment Plant or Treatment Plant*. That portion of the POTW designed to provide treatment of sewage and industrial waste.

Shall is mandatory; may is permissive or discretionary. The use of singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

(D) *Abbreviations*. The following abbreviations shall have the designated meanings:

BMP	Best Management Plan
BOD	Biochemical Oxygen Demand
C	Centigrade (as a measure of temperature)
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA	U.S. Environmental Protection Agency
F	Fahrenheit (as a measure of temperature)
gpd	Gallons per Day
L	Liter
MAHL	Maximum Allowable Headworks Loading
mg	Milligrams
mg/l	Milligrams per Liter
TPDES	Texas Pollutant Discharge Elimination System
O&M	Operations and Maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classifications
SWDA	Solid Waste Disposal Act (42 U.S.C. 6901, et seq.)
TCEQ	Texas Commission on Environmental Quality
TRC	Technical Review Criteria

TSS	Total Suspended Solids
USC	United States Code

Sec. 22.141 General sewer use requirements.

(A) *Prohibited Discharge Standards.* No Industrial User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all Industrial Users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirement. Furthermore, no Industrial User may contribute the following substances to the POTW:

(1) Pollutants which create a fire or explosive hazard in either the municipal wastewater collections system or POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21

(2) Any wastewater having a pH less than 5.0 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment, or endangering City personnel.

(3) Solid or viscous substances in amounts which will cause obstruction of the flow either in the conveyance system or in the POTW resulting in interference.

(4) Any wastewater containing pollutants, including oxygen demanding pollutants (BOD, for example), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with either the POTW or any wastewater treatment or sludge process, or which will constitute a hazard to humans or animals.

(5) Any wastewater having a temperature greater than 150 degrees F (65 degrees C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C).

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.

(7) Any pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(8) Any trucked or hauled pollutants, except at discharge points designated by the Control Authority and in accordance with Section 22.142(E).

(9) Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.

(10) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the POTW's effluent.

(11) Storm water, surface water, ground water, roof runoff, subsurface drainage, and unpolluted industrial wastewater, unless specifically authorized by the Control Authority.

(12) Any sludge, screenings, or other residues from the pretreatment of industrial wastes.

(13) Any wastewater containing pollutants deemed highly toxic by the Control Authority and discharged at a flow volume capable of causing toxicity at the POTW.

(14) Any wastes containing detergents, surface active agents, or other substances which cause excessive foaming in the POTW.

(15) Any discharge of fats, oils, or greases of animal or vegetable origin in excess of two hundred (200) mg/l (1668 pounds per million gallons).

(16) Any wastewater from an underground storage tank or tank hole containing gasoline, motor oils or lubricating oils, unless specifically authorized by the Control Authority.

(17) Any pollutant in an amount which singly or in combination with discharges from other Industrial Users creates an influent or sludge concentration at the POTW approaching,

equal to or exceeding the MAHL for that pollutant as established by the Control Authority except as specifically approved by the Manager of Technical Services.

Wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the Industrial User's pretreatment facility before connecting with the POTW.

(B) *Federal Categorical Pretreatment Standards.* The national categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated by reference.

When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Control Authority shall impose an alternate limit in accordance with 40 CFR part 403.6(e).

(C) *Specific Pollutant Limitations.*

(1) The following uniform concentration-based pollutant limits are established to protect against pass-through, sludge contamination, and interference. No person shall discharge wastewater containing in excess of the following maximum allowable discharge limits:

Pollutant	Maximum Allowable Sample	
	Concentration	Type
Arsenic	1.1 mg/l	Composite
Cadmium	0.2 mg/l	Composite
Chromium	17 mg/l	Composite
Copper	0.5 mg/l	Composite
Lead	2.3 mg/l	Composite
Mercury	0.005 mg/l	Composite
Nickel	5.8 mg/l	Composite
Selenium	0.7 mg/l	Composite
Silver	0.7 mg/l	Composite
Zinc	15 mg/l	Composite

Concentrations apply at the point where the industrial waste is discharged to the POTW unless otherwise specified by the

Control Authority. All concentrations are for "total" substance unless indicated otherwise. The Control Authority may impose mass limitations in addition to or in place of the concentration-based limitation above.

(D) *City's Right of Revision.* The Control Authority reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in Section 22.140(A) of this article or the general and specific prohibitions in Section 22.141(A) of this article.

(E) *Special Agreement.* The Control Authority reserves the right to enter into special agreements with Industrial Users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the Industrial User may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. An Industrial User may also request a variance from the categorical pretreatment standards from EPA. Such a request will be approved only if the Industrial User proves that factors relating to its discharge are fundamentally different from the factors considered by the DPA when establishing that pretreatment standard. An Industrial User requesting a fundamentally different factor variance must comply with the procedural and substantive provisions of 40 CFR 403.13.

(F) *Dilution.* No Industrial User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Control Authority may impose mass limitations on Industrial Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Sec. 22.144 Wastewater discharge permit issuance process.

(A) *Wastewater Discharge Permit Duration.* Wastewater discharge permits shall generally be valid from the date of issuance until the last day of September, of the fifth year after issuance (five-year permit period). A wastewater discharge permit may be issued for a period of less than five (5) years, at the discretion of the Control Authority. Each wastewater discharge permit shall indicate the specific date upon which it will expire.

(B) *Wastewater Discharge Permit Contents.* Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the Control Authority to prevent pass through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate sludge management and disposal, protect ambient air quality, and protect against damage to the POTW.

(1) Wastewater discharge permits shall contain the following conditions:

(a) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years.

(b) A statement that the wastewater discharge permit is nontransferable without prior notification to the Control Authority in accordance with Section 22.144(D) of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.

(c) Effluent limits, including BMPs, applicable to the User based on applicable standards in Federal, State, and local law.

(d) Self-monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

(e) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(f) Requirements to control Slug discharges, if determined by the Control Authority to be necessary.

(2) Wastewater discharge permits may also contain, at the discretion of the Control Authority, the following:

(a) Limits on the average and maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.

(b) Limits on the instantaneous, daily, and monthly average or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.

(c) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.

(d) Development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges.

(e) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW.

(f) The schedule of Industrial User charges and fees for wastewater discharged to the POTW.

(g) Requirements for installation and maintenance of inspection and sampling facilities and equipment.

(h) A statement that compliance with the wastewater discharge permit does not relieve the permittee of

responsibility for compliance with all applicable Federal standards, including those which become effective during the term of the wastewater discharge permit.

(i) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this article, and Federal, State, and local laws, rules, and regulations.

(C) *Wastewater Discharge Permit Modification.* The Control Authority may modify the wastewater discharge permit for good cause including, but not limited to, the following:

(1) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements.

(2) To address significant alterations or additions to the Industrial User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance.

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(4) Information indicating that the permitted discharge poses a threat to the City's POTW, personnel, or the receiving waters.

(5) Violation of any terms or conditions of the wastewater discharge permit.

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13

(8) To correct typographical or other errors in the wastewater discharge permit.

The filing of a request by the permittee for a wastewater discharge permit modification does not stay any wastewater discharge permit condition.

(D) *Wastewater Discharge Permit Transfer.* Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. The notice to the Control Authority must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(E) *Wastewater Discharge Permit Suspension.* Wastewater discharge permits may be suspended for the following reasons:

- (1) Failure to notify the Control Authority of significant changes to the wastewater prior to the changed discharge.
- (2) Failure to provide prior notification to the Control Authority of changed condition pursuant to Section 22.145(E).
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
- (4) Falsifying self-monitoring reports and certification statements.
- (5) Tampering with monitoring equipment.

(6) Refusing to allow the Control Authority timely access to the facility premises and records.

(7) Failure to meet effluent limitations.

(8) Failure to remit fines or penalties after a final, non-appealable judgement has been rendered thereon.

(9) Failure to pay sewer charges (including industrial waste surcharge).

(10) Failure to meet compliance schedules.

(11) Failure to complete a wastewater survey or the wastewater discharge permit application.

(12) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon nonuse or cessation of operations. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit. Permittees with suspended wastewater permits shall admit no wastewater to the POTW.

(F) *Industrial Waste Board Appeal.*

(1) Any applicant denied a permit under this article, or any permittee whose permit has been suspended, shall have the right to a hearing before the Industrial Waste Board.

(2) Requests for a hearing shall be made in writing and received by the Control Authority within ten (10) days of the action complained of. The Control Authority, within five (5) days of receipt of the request, shall schedule a hearing before the Industrial Waste Board.

(3) The Industrial Waste Board shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the Control Authority. Additionally, the Board shall have the authority

to accept written and verbal testimony from the Control Authority, applicant, and interested citizens.

(4) The Board shall have the authority to assess whether the Control Authority acted properly within its power under this article in its denial or suspension of permit. The majority vote of the Board shall determine whether to uphold or reject the Control Authority's action. Upholding the action of the Control Authority shall affirm the denial or suspension. Rejection of the Control Authority's actions shall automatically reinstate a suspended permit or shall cause the Control Authority to repeat the application process.

(5) The Board shall have no authority to review or act on any action of the Control Authority other than permit denials or permit suspensions.

(6) No person whose wastewater discharge permit has been denied or suspended shall discharge industrial waste to the public sewer prior to final determination by the Industrial Waste Board.

(G) *Wastewater Discharge Permit Re-issuance.* A significant Industrial User shall apply for wastewater discharge permit re-issuance by submitting a complete wastewater discharge permit application in accordance with Section 22.143(F) a minimum of thirty (30) days prior to the expiration of the Industrial User's existing wastewater discharge permit.

Sec. 22.145 Reporting requirements.

(A) *Baseline Monitoring Reports.*

(1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant Industrial Users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall submit to the Control Authority a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, shall submit to the Control authority a report which contains the information listed in paragraph (2), below. A new source shall also report the method of pretreatment it intends to sue to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

(2) The Industrial User shall submit the following information required by the section including:

(a) *Identifying Information.* The name and address of the facility including the name of the operator and owners.

(b) *Wastewater discharge permits.* A list of any environmental control wastewater discharge permits held by or for the facility.

(c) *Description of Operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such Industrial User. This description shall include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(d) *Flow Measurement.* Information showing the measured average daily and maximum daily flow, in gallons per

day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).

(e) *Measure of Pollutants.*

1. Identify the categorical pretreatment standard applicable to each regulated process.

2. Submit the results of sampling an analysis identifying the nature and concentration (and mass, where required by the standard or by the Control Authority) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 22.145(J). In cases where the Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User shall submit documentation as required by the Control Authority or the applicable Standards to determine compliance with the Standard.

3. Sampling must be performed in accordance with procedures set out in Section 22.145(K).

4. The Control Authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

(f) *Certification.* A statement reviewed and signed by the Industrial User's authorized representative indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance and additional pretreatment is required to meet the pretreatment standards and requirements.

(g) *Compliance Schedule.* If additional pretreatment and O&M will be required to meet the pretreatment standards,

the shortest schedule by which the Industrial User will provide such additional pretreatment and O&M shall be required. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

(h) All baseline monitoring reports must be signed and certified in accordance with Section 22.143(G).

(B) *Compliance Schedule Progress Report.* The following conditions shall apply to the schedule required by 22.145(A)(2)(g). The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events may include hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation). No increment referred to above shall exceed thirty (30) days. The Industrial User shall submit a progress report to the Control Authority no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay and, if appropriate the steps being taken by the Industrial User to return to the established schedule. In no event shall more than thirty (30) days elapse between such progress reports to the Control Authority.

(C) *Report on Compliance with Categorical Pretreatment Standard Deadline.* Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any Industrial User subject to such pretreatment standards and requirements shall submit to the Control Authority a report containing the information described in Section 22.145(A)(2)(d-f). For Industrial Users subject to the equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), the report shall contain a reasonable measure of the Industrial User's actual production during the appropriate sampling period. All compliance reports shall be signed and certified in accordance with Section 22.143(G).

(D) *Periodic Compliance Reports.*

(1) All significant Industrial Users shall, on the dates and at a frequency determined by the Control Authority but in no case less than twice per year, submit a report indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows of the reported period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by Control Authority or the Pretreatment Standard necessary to determine compliance status of the User. All periodic compliance reports shall be signed and certified in accordance with Section 22.143(G). This sampling and analysis may be performed by the Control Authority in lieu of the Industrial User. Where the POTW performs the required sampling and analysis in lieu of the Industrial User, the User will not be required to submit the compliance certification required in Section 22.143(G) of this Article. In addition, where the POTW itself collects all the information required for the report, including flow data, the Industrial User will not be required to submit the report.

(2) All wastewater samples must be representative of the Industrial User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an Industrial User to keep its monitoring facility in good working order shall not be grounds for the Industrial User to claim that sample results are unrepresentative of its discharge.

(3) If an Industrial User subject to the reporting requirement of this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the POTW, using the procedures prescribed in section 22.145(J) and Section 22.145(K) of this article the results of such monitoring shall be included in the report.

(E) *Report of Changed Conditions.* Each Industrial User is required to notify the Control Authority of any planned significant changes to the Industrial User's operations or system which might alter the nature, quality, or volume of its wastewater at least five (5) working days before the change.

(1) The Control Authority may require the Industrial User to submit such information as may be deemed necessary to evaluate the change condition, including the submission of a wastewater discharge permit application under Section 22.143(F).

(2) The Control Authority may issue a wastewater discharge permit or modify an existing wastewater discharge permit under Section 22.144.

(3) No Industrial User shall implement the planned changed condition(s) until and unless the Control Authority has responded to the Industrial User's notice.

(4) For purposes of this requirement, flow increases of twenty percent (20%) of the average daily or monthly flow (based on the previous year averages) or greater, a twenty percent (20%) increase in the production rate, and the discharge of any previously unreported pollutants, shall be deemed significant.

(F) *Reports of Potential Problems.*

(1) In the case of any discharge including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 22.141(A) of this article), it is the responsibility of the Industrial User to immediately telephone and notify the Control Authority of the incident. Notification shall include the location of discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the Industrial User.

(2) Within five (5) days following such discharge, the Industrial User shall, unless waived by the Control Authority, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources,

or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this article or other law.

(3) Failure to notify the Control Authority of potential problem discharges shall be deemed a separate violation of this article.

(4) A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in sub-paragraph (1) above. Industrial Users shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.

(5) Significant Industrial Users are required to notify the Control Authority immediately of any changes at its facility affecting the potential for a slug discharge.

(G) *Reports from Non-significant Industrial Users.* All Industrial Users not subject to categorical pretreatment standards and not required to obtain a wastewater discharge permit shall provide appropriate reports to the Control Authority as required by the Control Authority.

(H) *Notice of Violation/Repeat Sampling and Reporting.* If sampling performed by an Industrial User indicates a violation, the Industrial User shall notify the Control Authority within 24 hours of becoming aware of the violation. The Industrial User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation. Resampling by the Industrial User is not required if the Control Authority performs sampling at the User's facility at least once a month, or if the Control Authority performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the Control Authority receives the results of this sampling, or if the Control Authority has performed the sampling and analysis in lieu of the Industrial User. If the Control Authority performed the sampling and analysis in lieu of the Industrial User, the Control Authority will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the

repeat sampling and analysis and submit the results within the 30 day time frame.

(I) *Notification of the Discharge of Hazardous Waste.*

(1) Any Industrial User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification shall include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than 180 days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges shall be submitted under Section 22.145(E), above.

(2) Dischargers are exempt from the requirements of paragraph (1) of this section during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User shall notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under this section, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) Industrial Users that are permitted by the Control Authority shall submit a copy of all manifests to the Control Authority documenting offsite disposal of hazardous and non-hazardous waste.

(J) *Analytical Requirements.* All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CRF Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

(K) *Sample Collection.* Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling analysis performed during the period cover by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in sub-section (2) and (3) below, the Industrial User shall collect wastewater samples using 24-hour flow-proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the Control Authority. Where time-proportional composite sampling or grab sampling is authorized by the Control Authority, the samples must be representative of the discharge. Using protocols (including

appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Control Authority, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals shall be obtained using grab collection techniques.

Total residual chlorine, pH, and temperature samples cannot be composited under any circumstances.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 22.145(A) and Section 22.145(C) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Control Authority may authorize (in writing) a lower minimum of grab samples. For the reports required by Section 22.145(D) of this article, the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by the applicable Pretreatment Standards and Requirements.

(L) *Determination of Noncompliance.* The Control Authority may use a grab sample(s) to determine noncompliance with pretreatment standards.

(M) *Timing.* Written reports will be deemed to have been submitted on the date post-marked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the U.S. Postal Service, the date of the receipt of the report shall govern.

(N) *Record Keeping.* Industrial Users and the Control Authority shall retain, and make available for inspection and copying, all records and information required to be retained under this article and documentation associated with BMPs. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning compliance with this article, or where the Industrial User has been specially notified of a longer retention period by the Control Authority.

Sec. 22.147 Confidential information

Information and data on an Industrial User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from control authority inspection and sampling activities, shall be available to the public without restriction unless the Industrial User specifically requests, and is able to demonstrate to the satisfaction of the control authority, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the Industrial User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, except as may be required by the Public Information Act, Chapter 552 of the Texas Government Code, but shall be made available immediately upon request to governmental agencies for uses related to the TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Section 22.148. Publication of Industrial Users in significant noncompliance.

The Control Authority will publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the Industrial Users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by Section 22.141 of this article;

(B) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a 6-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by Section 22.141 of this article multiplied by the applicable TRC [1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH];

(C) Any other violation of a Pretreatment Standard or Requirement as defined by Section 22.141 of this article (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the Control Authority believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of personnel or the general public);

(D) Any discharge of pollutants that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent a discharge;

(E) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance;

(H) Any other violation or group of violations, which may include a violation of Best Management Practices, which the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 22.149. Administrative enforcement remedies.

(A) *Notification of Violation.* Whenever the Control Authority finds that any User has violated or is violating this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment requirement, the Control Authority may serve upon the User a written Notice of Violation. Within fifteen (15) days of the receipt of a Notice of Violation an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Control Authority. Submission of the plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Control Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(B) *Show Cause Hearing.* The Control Authority may order any User which causes or contributes to violation(s) of this article, wastewater discharge permits, or orders issued hereunder, or any other pretreatment standard or requirement, to appear before the Control Authority and show cause why a proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why this proposed enforcement action should not be taken. The notice of the hearing may be served personally or by registered or certified mail (return receipt requested) and shall be served at least five (5) working days prior to the hearing. Such notice may be served on any authorized representative of the User. Whether or not the User appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing shall not be a prerequisite for taking any other action against the User.

(C) *Emergency Suspensions.* The Control Authority may immediately suspend a User's discharge (after informal notice to the User) whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of any person. The Control Authority may also immediately suspend a User's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the

POTW, or which presents or may present an endangerment to the environment.

(1) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any person. The Control Authority shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Control Authority that the period of endangerment has passed.

(2) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and measures taken to prevent any future occurrence to the Control Authority, prior to the date of any show cause hearing under Section 22.149(B).

Nothing in this section shall be construed as requiring a hearing prior to any emergency suspension under this section.

(D) *Permit Suspension/Termination of Discharge.* In addition to the provisions of Section 22.144(E) of this article, any User that violates the following conditions of this section, wastewater discharge permits, or orders issued hereunder, is subject to permit suspension and discharge termination:

(1) Violation of any wastewater discharge permit condition or conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;

(4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling, or;

(5) Violation of the pretreatment standards in Section 22.141(A) of this article.

Such User shall be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 22.149(B) of this article why the proposed action should not be taken.

(E) *Compliance Orders.* When the Control Authority finds that a User has violated, or continues to violate, any provision of this article, an Industrial Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or requirement, the Control Authority may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or prerequisite for, taking any other action against the User.

(F) *Cease and Desist Orders.* When the Control Authority finds that a User has violated, or continues to violate, any provision of this ordinance, an Individual Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Control Authority may issue an order to the User directing it to cease and desist all such violations and directing the User to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating

the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 22, "HEALTH", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; AMENDING SECTION 22.140 BY PROVIDING DEFINITIONS; AMENDING THE POLLUTION LIMITATIONS IN SECTION 22.141; AMENDING THE PERMIT ISSUANCE PROCESS IN SECTION 22.144; AMENDING THE REPORTING REQUIREMENTS IN SECTION 22.145; AMENDING A STATUTORY REFERENCE IN SECTION 22.147; AMENDING SECTION 22.148 REGARDING PUBLICATION OF NONCOMPLIANCE; AMENDING SECTION 22.149 TO ADD A CEASE-AND-DESIST REMEDY; PROVIDING THAT A VIOLATION IS A MISDEMEANOR PUNISHABLE BY A FINE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 22.140 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec 22.140 General provisions.

(A) *Purpose and Policy.* This article sets forth uniform requirements for Users of the wastewater collection system and publicly owned treatment works (POTW) for the City of Garland and enables the City to comply with all applicable State and Federal laws including the Clean Water Act (33 U.S.C. 1251 et seq.), and Section 22.141(A) and (B) of this article. The objectives of this article are:

- (1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- (2) To prevent the introduction of pollutants to the POTW in amounts or concentrations which could pass through to receiving waters in toxic concentrations or which will be incompatible with the POTW;
- (3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;

(4) To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;

(5) To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;

(6) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and

(7) To enable the City to comply with its TPDES permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the POTW is subject.

This article shall apply to all Industrial Users of the POTW. This article authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance and enforcement activities, establishes administrative review procedures; requires Industrial User reporting, and provides for the setting of fees for the equitable distributions of costs resulting from the program established herein.

(B) *Administration.* Except as otherwise provided herein, the Manager of Technical Services shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Manager may be delegated by the Manager to other City personnel.

(C) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, have the meanings hereinafter designated.

(1) *Act or "the Act".* The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

(2) *Approval Authority.* The words "Approval Authority" shall mean the Executive Director of the Texas Commission on Environmental Quality (TCEQ).

(3) *Authorized Representative of the Industrial User.*

(a) If the Industrial User is a corporation, "authorized representative" shall mean:

1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) If the Industrial User is a partnership, or sole proprietorship, an authorized representative means a general partner or proprietor, respectively.

(c) The individuals described in paragraphs (a) and (b) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or position of equivalent responsibility, or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Control Authority.

(4) *Best Management Practices (BMPs)*. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the

prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site run-off, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

(5) *Biochemical Oxygen Demand (BOD)*. A measurement of the amount of oxygen utilized by the decomposition of organic material, over a specified time (usually 5 days) in a wastewater sample; it is used as a measurement of the readily decomposable organic content of a wastewater.

(6) *Categorical Pretreatment Standard or Categorical Standard*. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C 1317) which apply to a specific category of Industrial Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

(7) *Chemical Oxygen Demand (COD)*. The measure of the oxygen-consuming capacity expressed in milligrams per liter. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus may not correlate with BOD.

(8) *City*. The word "City" shall be the City of Garland together with all its governing and operating bodies.

(9) *Color*. The optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

(10) *Composite Sample*. The sample resulting from the combination of several discrete wastewater samples collected at equal time intervals, or proportionally to the flow rate of the discharge.

(11) *Control Authority*. The words "Control Authority" shall mean the Pretreatment Compliance Manager, or other official designated by the City Manager of the City or his duly authorized deputy, agent or representative.

(12) *Daily Discharge*. The measurement of a pollutant in a discharge sample that has been collected during a calendar day or as a composite sample within a 24-hour period.

(13) *Daily Maximum Limit*. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(14) *Environmental Protection Agency or EPA*. The U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the Regional Water Management Division Director or other duly authorized official of that agency.

(15) *Existing Source*. Any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(16) *Grab Sample*. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

(17) *Indirect Discharge or Discharge*. The introduction of (non-domestic) pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c) or (d) of the Act.

(18) *Industrial User or User*. A source of non-domestic indirect discharge.

(19) *Industrial Waste Board*. The words "Industrial Waste Board" shall mean the persons appointed by the City Council to review the actions of the Control Authority at the request of a person whose industrial sewer connection permit has been denied or suspended. The board shall consist of three (3) members. One shall be the Deputy City Manager, one shall be a taxpaying resident representative of a Garland industry

permitted under this article, and one shall be a disinterested tax paying resident citizen.

(20) *Instantaneous Limit*. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(21) *Interference*. A discharge which alone or in conjunction with a discharge or discharges from other sources:

- (a) inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or

- (b) causes a violation of the City's TPDES permit or prevents sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued there under (or more stringent State or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act; or

- (c) restricts the flow in a public sewer.

(22) *Maximum Allowable Head works Loading (MAHL)*. The amount of a pollutant (in pounds) in the influent (head works) of a wastewater treatment plant above which inhibition, sludge contamination, or pass through will occur or which will be expected to occur by the Control Authority.

(23) *Monthly Average Limit*. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number "daily discharges" measured during that month.

(24) *New Source*.

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with the section, provided that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(b) Construction on a site at which an existing source is located is a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (20)(a)(2) or (3) above, but otherwise alters, replaces or adds to existing process or production equipment.

(c) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

1. Begun, or caused to begin as part of a continuous onsite construction program; or

i. Any placement, assembly, or installation of facilities or equipment; or

ii. Significant site preparation work including clearing, excavation, or removal of existing building, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

2. Entered in a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(25) *Non-contact Cooling Water*. Water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

(26) *Pass Through*. A discharge which exits the POTW into water of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of potential violation of any requirement of the City's TPDES permit (including an increase in the magnitude or duration of a potential violation).

(27) *Person*. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representative, agents, or assigns. This definition includes all Federal, State, or local governmental entities but does not include, unless otherwise specified, the City.

(28) *pH*. A measure of the acidity or alkalinity of a substance expressed as the reciprocal of the logarithm (base 10) of the hydrogen ion concentration.

(29) *Pollutant*. Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical

wastes, chemical wastes, (including organic chemicals) industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor].

(30) *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

(31) *Pretreatment Requirements*. Any substantive or procedural requirement related to pretreatment imposed on an Industrial User, other than a pretreatment standard.

(32) *Pretreatment Standards or Standards*. Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

(33) *Prohibited Discharge Standards or Prohibited Discharges*. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 22.141(A) of this ordinance.

(34) *Process Wastewater*. Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.

(35) *Publicly Owned Treatment Works or POTW*. A "treatment works" as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by the State or municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the Industrial Users and

responsibility for the operation and maintenance of the treatment works.

(36) *Septic Tank Waste*. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(37) *Sewage*. Human excrement and gray water (including, but not limited to household showers and dishwashing operations).

(38) *Sewer Service Charge*. The words "sewer service charge" shall mean the charge made on all Users of the public sewage system whose wastes do not exceed in strength and concentration values established as representative of normal sewage.

(39) *Significant Industrial User*. Shall apply to:

(a) Industrial Users subject to categorical pretreatment standards; and

(b) Any other Industrial User that:

1. Discharges an average of 25,000 gpd or more of process wastewater; or

2. Contributes a process waste stream which makes up 5 percent (5%) or more of the average dry weather hydraulic or organic capacity of the treatment plant; or

3. Is designated as significant by the Control Authority on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(40) *Slug Load*. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 22.141 of this article or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or

Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

(41) *Standard Industrial Classification (SIC) Code.* A classification pursuant to the "Standard Industrial Classification Manual" issued by the U.S. Office of Management and Budget.

(42) *Storm Water.* Any flow occurring during or following any form of natural precipitation, and resulting there from, including snowmelt.

(43) *Surcharge.* The word "surcharge" or Industrial Waste Surcharge" shall mean the charge in addition to the published water and sewer rates. The basis for surcharges on industrial wastes is a capital and operating cost for suspended solids, BOD and chlorine demand exceeding normal sewage.

(44) *Suspended Solids.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

(45) *Toxic Pollutant.* One of 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provision of Section 307 (33 U.S.C. 1317) of the Act.

(46) *Treatment Plant Effluent.* Any discharge of pollutants from the POTW into waters of the State.

(47) *Wastewater.* Liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(48) *Wastewater Treatment Plant or Treatment Plant.* That portion of the POTW designed to provide treatment of sewage and industrial waste.

Shall is mandatory; may is permissive or discretionary. The use of singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

(D) *Abbreviations.* The following abbreviations shall have the designated meanings:

BMP	Best Management Plan
BOD	Biochemical Oxygen Demand
C	Centigrade (as a measure of temperature)
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA	U.S. Environmental Protection Agency
F	Fahrenheit (as a measure of temperature)
gpd	Gallons per Day
L	Liter
MAHL	Maximum Allowable Headworks Loading
mg	Milligrams
mg/l	Milligrams per Liter
TPDES	Texas Pollutant Discharge Elimination System
O&M	Operations and Maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classifications
SWDA	Solid Waste Disposal Act (42 U.S.C. 6901, et seq.)
TCEQ	Texas Commission on Environmental Quality
TRC	Technical Review Criteria
TSS	Total Suspended Solids
USC	United States Code"

Section 2

That Sec. 22.141 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec. 22.141 General sewer use requirements.

(A) *Prohibited Discharge Standards.* No Industrial User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all Industrial Users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirement. Furthermore, no Industrial User may contribute the following substances to the POTW:

(1) Pollutants which create a fire or explosive hazard in either the municipal wastewater collections system or POTW,

including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21

(2) Any wastewater having a pH less than 5.0 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment, or endangering City personnel.

(3) Solid or viscous substances in amounts which will cause obstruction of the flow either in the conveyance system or in the POTW resulting in interference.

(4) Any wastewater containing pollutants, including oxygen demanding pollutants (BOD, for example), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with either the POTW or any wastewater treatment or sludge process, or which will constitute a hazard to humans or animals.

(5) Any wastewater having a temperature greater than 150 degrees F (65 degrees C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C).

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.

(7) Any pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(8) Any trucked or hauled pollutants, except at discharge points designated by the Control Authority and in accordance with Section 22.142(E).

(9) Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.

(10) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the POTW's effluent.

(11) Storm water, surface water, ground water, roof runoff, subsurface drainage, and unpolluted industrial wastewater, unless specifically authorized by the Control Authority.

(12) Any sludge, screenings, or other residues from the pretreatment of industrial wastes.

(13) Any wastewater containing pollutants deemed highly toxic by the Control Authority and discharged at a flow volume capable of causing toxicity at the POTW.

(14) Any wastes containing detergents, surface active agents, or other substances which cause excessive foaming in the POTW.

(15) Any discharge of fats, oils, or greases of animal or vegetable origin in excess of two hundred (200) mg/l (1668 pounds per million gallons).

(16) Any wastewater from an underground storage tank or tank hole containing gasoline, motor oils or lubricating oils, unless specifically authorized by the Control Authority.

(17) Any pollutant in an amount which singly or in combination with discharges from other Industrial Users creates an influent or sludge concentration at the POTW approaching, equal to or exceeding the MAHL for that pollutant as established by the Control Authority except as specifically approved by the Manager of Technical Services.

Wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the Industrial User's pretreatment facility before connecting with the POTW.

(B) *Federal Categorical Pretreatment Standards.* The national categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated by reference.

When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Control Authority shall impose an alternate limit in accordance with 40 CFR part 403.6(e).

(C) *Specific Pollutant Limitations.*

(1) The following uniform concentration-based pollutant limits are established to protect against pass-through, sludge contamination, and interference. No person shall discharge wastewater containing in excess of the following maximum allowable discharge limits:

Pollutant	Maximum Allowable Sample	
	Concentration	Type
Arsenic	1.1 mg/l	Composite
Cadmium	0.2 mg/l	Composite
Chromium	17 mg/l	Composite
Copper	0.5 mg/l	Composite
Lead	2.3 mg/l	Composite
Mercury	0.005 mg/l	Composite
Nickel	5.8 mg/l	Composite
Selenium	0.7 mg/l	Composite
Silver	0.7 mg/l	Composite
Zinc	15 mg/l	Composite

Concentrations apply at the point where the industrial waste is discharged to the POTW unless otherwise specified by the Control Authority. All concentrations are for "total" substance unless indicated otherwise. The Control Authority may impose mass limitations in addition to or in place of the concentration-based limitation above.

(D) *City's Right of Revision.* The Control Authority reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in Section 22.140(A) of this article or the general and specific prohibitions in Section 22.141(A) of this article.

(E) *Special Agreement.* The Control Authority reserves the right to enter into special agreements with Industrial Users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the Industrial User may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. An Industrial User may also request a variance from the categorical pretreatment standards from EPA. Such a request will be approved only if the Industrial User proves that factors relating to its discharge are fundamentally different from the factors considered by the DPA when establishing that pretreatment standard. An Industrial User requesting a fundamentally different factor variance must comply with the procedural and substantive provisions of 40 CFR 403.13.

(F) *Dilution.* No Industrial User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Control Authority may impose mass limitations on Industrial Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate."

Section 3

That Sec. 22.144 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec. 22.144 Wastewater discharge permit issuance process.

(A) *Wastewater Discharge Permit Duration.* Wastewater discharge permits shall generally be valid from the date of issuance until the last day of September, of the fifth year after issuance (five-year permit period). A wastewater discharge permit may be issued for a period of less than five (5) years, at the discretion of the Control Authority. Each wastewater discharge permit shall indicate the specific date upon which it will expire.

(B) *Wastewater Discharge Permit Contents.* Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the Control Authority to prevent pass through or

interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate sludge management and disposal, protect ambient air quality, and protect against damage to the POTW.

(1) Wastewater discharge permits shall contain the following conditions:

(a) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years.

(b) A statement that the wastewater discharge permit is nontransferable without prior notification to the Control Authority in accordance with Section 22.144(D) of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.

(c) Effluent limits, including BMPs, applicable to the User based on applicable standards in Federal, State, and local law.

(d) Self-monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

(e) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(f) Requirements to control Slug discharges, if determined by the Control Authority to be necessary.

(2) Wastewater discharge permits may also contain, at the discretion of the Control Authority, the following:

(a) Limits on the average and maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.

(b) Limits on the instantaneous, daily, and monthly average or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.

(c) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.

(d) Development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges.

(e) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW.

(f) The schedule of Industrial User charges and fees for wastewater discharged to the POTW.

(g) Requirements for installation and maintenance of inspection and sampling facilities and equipment.

(h) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal standards, including those which become effective during the term of the wastewater discharge permit.

(i) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this article, and Federal, State, and local laws, rules, and regulations.

(C) *Wastewater Discharge Permit Modification.* The Control Authority may modify the wastewater discharge permit for good cause including, but not limited to, the following:

(1) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements.

(2) To address significant alterations or additions to the Industrial User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance.

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(4) Information indicating that the permitted discharge poses a threat to the City's POTW, personnel, or the receiving waters.

(5) Violation of any terms or conditions of the wastewater discharge permit.

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13

(8) To correct typographical or other errors in the wastewater discharge permit.

The filing of a request by the permittee for a wastewater discharge permit modification does not stay any wastewater discharge permit condition.

(D) *Wastewater Discharge Permit Transfer.* Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. The notice to the Control Authority must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(E) *Wastewater Discharge Permit Suspension.* Wastewater discharge permits may be suspended for the following reasons:

(1) Failure to notify the Control Authority of significant changes to the wastewater prior to the changed discharge.

(2) Failure to provide prior notification to the Control Authority of changed condition pursuant to Section 22.145(E).

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.

(4) Falsifying self-monitoring reports and certification statements.

(5) Tampering with monitoring equipment.

(6) Refusing to allow the Control Authority timely access to the facility premises and records.

(7) Failure to meet effluent limitations.

(8) Failure to remit fines or penalties after a final, non-appealable judgement has been rendered thereon.

(9) Failure to pay sewer charges (including industrial waste surcharge).

(10) Failure to meet compliance schedules.

(11) Failure to complete a wastewater survey or the wastewater discharge permit application.

(12) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon nonuse or cessation of operations. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit. Permittees with suspended wastewater permits shall admit no wastewater to the POTW.

(F) *Industrial Waste Board Appeal.*

(1) Any applicant denied a permit under this article, or any permittee whose permit has been suspended, shall have the right to a hearing before the Industrial Waste Board.

(2) Requests for a hearing shall be made in writing and received by the Control Authority within ten (10) days of the action complained of. The Control Authority, within five (5) days of receipt of the request, shall schedule a hearing before the Industrial Waste Board.

(3) The Industrial Waste Board shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the Control Authority. Additionally, the Board shall have the authority to accept written and verbal testimony from the Control Authority, applicant, and interested citizens.

(4) The Board shall have the authority to assess whether the Control Authority acted properly within its power under this article in its denial or suspension of permit. The majority vote of the Board shall determine whether to uphold or reject the Control Authority's action. Upholding the action of the Control Authority shall affirm the denial or suspension. Rejection of the Control Authority's actions shall automatically reinstate a suspended permit or shall cause the Control Authority to repeat the application process.

(5) The Board shall have no authority to review or act on any action of the Control Authority other than permit denials or permit suspensions.

(6) No person whose wastewater discharge permit has been denied or suspended shall discharge industrial waste to the public sewer prior to final determination by the Industrial Waste Board.

(G) *Wastewater Discharge Permit Re-issuance.* A significant Industrial User shall apply for wastewater discharge permit re-issuance by submitting a complete wastewater discharge permit application in accordance with Section 22.143(F) a minimum of thirty (30) days prior to the expiration of the Industrial User's existing wastewater discharge permit."

Section 4

That Sec. 22.145 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec. 22.145 Reporting requirements.

(A) *Baseline Monitoring Reports.*

(1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant Industrial Users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall submit to the Control Authority a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, shall submit to the Control authority a report which contains the information listed in paragraph (2), below. A new source shall also report the method of pretreatment it intends to sue to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

(2) The Industrial User shall submit the following information required by the section including:

(a) *Identifying Information.* The name and address of the facility including the name of the operator and owners.

(b) *Wastewater discharge permits.* A list of any environmental control wastewater discharge permits held by or for the facility.

(c) *Description of Operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such Industrial User. This description shall include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(d) *Flow Measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).

(e) *Measure of Pollutants.*

1. Identify the categorical pretreatment standard applicable to each regulated process.

2. Submit the results of sampling an analysis identifying the nature and concentration (and mass, where required by the standard or by the Control Authority) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 22.145(J). In cases where the Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User shall submit documentation as required by the

Control Authority or the applicable Standards to determine compliance with the Standard.

3. Sampling must be performed in accordance with procedures set out in Section 22.145(K).

4. The Control Authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

(f) *Certification.* A statement reviewed and signed by the Industrial User's authorized representative indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance and additional pretreatment is required to meet the pretreatment standards and requirements.

(g) *Compliance Schedule.* If additional pretreatment and O&M will be required to meet the pretreatment standards, the shortest schedule by which the Industrial User will provide such additional pretreatment and O&M shall be required. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

(h) All baseline monitoring reports must be signed and certified in accordance with Section 22.143(G).

(B) *Compliance Schedule Progress Report.* The following conditions shall apply to the schedule required by 22.145(A)(2)(g). The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events may include hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation). No increment referred to above shall exceed thirty (30) days. The Industrial User shall submit a progress report to the Control Authority no later than 14 days following each date in the schedule and the final date of compliance including, as a

minimum, whether or not it complied with the increment of progress, the reason for any delay and, if appropriate the steps being taken by the Industrial User to return to the established schedule. In no event shall more than thirty (30) days elapse between such progress reports to the Control Authority.

(C) *Report on Compliance with Categorical Pretreatment Standard Deadline.* Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any Industrial User subject to such pretreatment standards and requirements shall submit to the Control Authority a report containing the information described in Section 22.145(A)(2)(d-f). For Industrial Users subject to the equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), the report shall contain a reasonable measure of the Industrial User's actual production during the appropriate sampling period. All compliance reports shall be signed and certified in accordance with Section 22.143(G).

(D) *Periodic Compliance Reports.*

(1) All significant Industrial Users shall, on the dates and at a frequency determined by the Control Authority but in no case less than twice per year, submit a report indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows of the reported period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by Control Authority or the Pretreatment Standard necessary to determine compliance status of the User. All periodic compliance reports shall be signed and certified in accordance with Section 22.143(G). This sampling and analysis may be performed by the Control Authority in lieu of the Industrial User. Where the POTW performs the required sampling and analysis in lieu of the Industrial User, the User will not be required to submit the compliance certification required in Section 22.143(G) of this Article. In addition, where the POTW itself collects all the information required for the report, including flow data, the Industrial User will not be required to submit the report.

(2) All wastewater samples must be representative of the Industrial User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an Industrial User to keep its monitoring facility in good working order shall not be grounds for the Industrial User to claim that sample results are unrepresentative of its discharge.

(3) If an Industrial User subject to the reporting requirement of this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the POTW, using the procedures prescribed in section 22.145(J) and Section 22.145(K) of this article the results of such monitoring shall be included in the report.

(E) *Report of Changed Conditions.* Each Industrial User is required to notify the Control Authority of any planned significant changes to the Industrial User's operations or system which might alter the nature, quality, or volume of its wastewater at least five (5) working days before the change.

(1) The Control Authority may require the Industrial User to submit such information as may be deemed necessary to evaluate the change condition, including the submission of a wastewater discharge permit application under Section 22.143(F).

(2) The Control Authority may issue a wastewater discharge permit or modify an existing wastewater discharge permit under Section 22.144.

(3) No Industrial User shall implement the planned changed condition(s) until and unless the Control Authority has responded to the Industrial User's notice.

(4) For purposes of this requirement, flow increases of twenty percent (20%) of the average daily or monthly flow (based on the previous year averages) or greater, a twenty percent (20%) increase in the production rate, and the discharge of any previously unreported pollutants, shall be deemed significant.

(F) *Reports of Potential Problems.*

(1) In the case of any discharge including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 22.141(A) of this article), it is the responsibility of the Industrial User to immediately telephone and notify the Control Authority of the incident. Notification shall include the location of discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the Industrial User.

(2) Within five (5) days following such discharge, the Industrial User shall, unless waived by the Control Authority, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this article or other law.

(3) Failure to notify the Control Authority of potential problem discharges shall be deemed a separate violation of this article.

(4) A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in sub-paragraph (1) above. Industrial Users shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.

(5) Significant Industrial Users are required to notify the Control Authority immediately of any changes at its facility affecting the potential for a slug discharge.

(G) *Reports from Non-significant Industrial Users.* All Industrial Users not subject to categorical pretreatment standards and not

required to obtain a wastewater discharge permit shall provide appropriate reports to the Control Authority as required by the Control Authority.

(H) *Notice of Violation/Repeat Sampling and Reporting.* If sampling performed by an Industrial User indicates a violation, the Industrial User shall notify the Control Authority within 24 hours of becoming aware of the violation. The Industrial User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation. Resampling by the Industrial User is not required if the Control Authority performs sampling at the User's facility at least once a month, or if the Control Authority performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the Control Authority receives the results of this sampling, or if the Control Authority has performed the sampling and analysis in lieu of the Industrial User. If the Control Authority performed the sampling and analysis in lieu of the Industrial User, the Control Authority will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat sampling and analysis and submit the results within the 30 day time frame.

(I) *Notification of the Discharge of Hazardous Waste.*

(1) Any Industrial User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification shall include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be

discharged during the following twelve (12) months. All notifications must take place no later than 180 days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges shall be submitted under Section 22.145(E), above.

(2) Dischargers are exempt from the requirements of paragraph (1) of this section during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User shall notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under this section, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) Industrial Users that are permitted by the Control Authority shall submit a copy of all manifests to the Control Authority documenting offsite disposal of hazardous and non-hazardous waste.

(J) *Analytical Requirements.* All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136,

unless otherwise specified in an applicable categorical pretreatment standard. If 40 CRF Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

(K) *Sample Collection.* Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling analysis performed during the period cover by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in sub-section (2) and (3) below, the Industrial User shall collect wastewater samples using 24-hour flow-proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the Control Authority. Where time-proportional composite sampling or grab sampling is authorized by the Control Authority, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Control Authority, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals shall be obtained using grab collection techniques.

Total residual chlorine, pH, and temperature samples cannot be composited under any circumstances.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 22.145(A) and Section 22.145(C) [40 CFR 403.12(b) and (d)], a minimum

of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Control Authority may authorize (in writing) a lower minimum of grab samples. For the reports required by Section 22.145(D) of this article, the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by the applicable Pretreatment Standards and Requirements.

(L) *Determination of Noncompliance.* The Control Authority may use a grab sample(s) to determine noncompliance with pretreatment standards.

(M) *Timing.* Written reports will be deemed to have been submitted on the date post-marked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the U.S. Postal Service, the date of the receipt of the report shall govern.

(N) *Record Keeping.* Industrial Users and the Control Authority shall retain, and make available for inspection and copying, all records and information required to be retained under this article and documentation associated with BMPs. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning compliance with this article, or where the Industrial User has been specially notified of a longer retention period by the Control Authority."

Section 5

That Sec. 22.147 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec. 22.147 Confidential information

Information and data on an Industrial User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from control authority inspection and sampling activities, shall be available to the public without restriction unless the Industrial User specifically requests, and is able to demonstrate to the satisfaction of the control authority, that the release of such

information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the Industrial User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, except as may be required by the Public Information Act, Chapter 552 of the Texas Government Code, but shall be made available immediately upon request to governmental agencies for uses related to the TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction."

Section 6

That Sec. 22.148 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Section 22.148. Publication of Industrial Users in significant noncompliance.

The Control Authority will publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the Industrial Users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by Section 22.141 of this article;

(B) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a 6-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by Section 22.141 of this article multiplied by the applicable TRC

[1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH];

(C) Any other violation of a Pretreatment Standard or Requirement as defined by Section 22.141 of this article (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the Control Authority believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of personnel or the general public);

(D) Any discharge of pollutants that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent a discharge;

(E) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance;

(H) Any other violation or group of violations, which may include a violation of Best Management Practices, which the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program."

Section 7

That Sec. 22.149 of Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, is hereby amended as follows:

"Sec. 22.149. Administrative enforcement remedies.

(A) *Notification of Violation.* Whenever the Control Authority finds that any User has violated or is violating this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment requirement, the Control Authority may serve upon the

User a written Notice of Violation. Within fifteen (15) days of the receipt of a Notice of Violation an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Control Authority. Submission of the plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Control Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(B) *Show Cause Hearing.* The Control Authority may order any User which causes or contributes to violation(s) of this article, wastewater discharge permits, or orders issued hereunder, or any other pretreatment standard or requirement, to appear before the Control Authority and show cause why a proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why this proposed enforcement action should not be taken. The notice of the hearing may be served personally or by registered or certified mail (return receipt requested) and shall be served at least five (5) working days prior to the hearing. Such notice may be served on any authorized representative of the User. Whether or not the User appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing shall not be a prerequisite for taking any other action against the User.

(C) *Emergency Suspensions.* The Control Authority may immediately suspend a User's discharge (after informal notice to the User) whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of any person. The Control Authority may also immediately suspend a User's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

(1) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such

steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any person. The Control Authority shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Control Authority that the period of endangerment has passed.

(2) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and measures taken to prevent any future occurrence to the Control Authority, prior to the date of any show cause hearing under Section 22.149(B).

Nothing in this section shall be construed as requiring a hearing prior to any emergency suspension under this section.

(D) *Permit Suspension/Termination of Discharge.* In addition to the provisions of Section 22.144(E) of this article, any User that violates the following conditions of this section, wastewater discharge permits, or orders issued hereunder, is subject to permit suspension and discharge termination:

(1) Violation of any wastewater discharge permit condition or conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;

(4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling, or;

(5) Violation of the pretreatment standards in Section 22.141(A) of this article.

Such User shall be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section

22.149(B) of this article why the proposed action should not be taken.

(E) *Compliance Orders.* When the Control Authority finds that a User has violated, or continues to violate, any provision of this article, an Industrial Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or requirement, the Control Authority may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or prerequisite for, taking any other action against the User.

(F) *Cease and Desist Orders.* When the Control Authority finds that a User has violated, or continues to violate, any provision of this ordinance, an Individual Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Control Authority may issue an order to the User directing it to cease and desist all such violations and directing the User to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User."

Section 8

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 9

That Chapter 22, "HEALTH", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 10

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 11

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

City of Garland Ordinance (1st draft & Final draft to TCEQ)

1st Draft

Section 22.140 (C)(5) BOD definition has been modified to match the TCEQ definition.

Section 22.140 (C)(10) Composite sample definition has been updated.

Section 22.140 (C)(11) Control Authority definition has been updated.

Section 22.140 (C)(12) Daily Discharge definition has been updated.

Section 22.140 (C)(13) Daily Maximum Limit definition has been modified.

Section 22.141 (A)(15) Modified FOG requirement to a firm 200 mg/L limit.

Section 22.141 (B) Added information (2nd sentence) to allow use of the combined waste stream formula.

Section 22.144 (B)(1)(b) Modified statement to allow permit transfers with adequate notification.

Section 22.144 (D) Modified by adding requirements for transferring permits

Section 22.145 (D)(3) Modified statement by specifying that only reports for samples collected of regulated pollutants at the designated sampling point are required to be submitted.

Section 22.145 (E)(4) Modified statement by changing what is deemed a significant change in flow or production rate. Changed from 100% to 20% to match the TCEQ.

Section 22.145 (K)(2) Add last sentence to include note that Total residual chlorine, pH, and temperature cannot be composited under any circumstances.

Section 22.148 Modified 1st paragraph of SNC publication requirements to match federal regulations. Changed from largest daily newspaper to a newspaper of general circulation that provides meaningful public notice within the jurisdiction served by the POTWs.

Changes made to Final draft:

Section 22.140 (C)(34) Process Wastewater definition has been added.

Section 22.140 (C)#35-48 has been renumbered.

Section 22.145 (H) Modified statement by requiring to submit any repeat sampling and analysis within 30 days.

Section 22.149 Added section "F" to include an enforcement option for Cease and Desist Orders. This matches the EPA Model Ordinance.

Section 22.141(C) has been changed and all pollutants are uniform concentration-based. Removed the Industrial Contributory Flow limits for Cadmium, Cyanide, Lead, Silver.

Maximum Allowable Concentration		
Pollutant	Changing from	Changing to
Arsenic	1.00 mg/L	1.1 mg/L
Cadmium	0.50 mg/L	0.2 mg/L
Chromium	2.50 mg/L	17 mg/L
Copper	2.20 mg/L	0.5 mg/L
Cyanide	1.00 mg/L	-
Lead	1.50 mg/L	2.3 mg/L
Mercury	0.10 mg/L	0.005 mg/L
Nickel	3.00 mg/L	5.8 mg/L
Selenium	No limit	0.7 mg/L
Silver	1.50 mg/L	0.7 mg/L
Zinc	3.00 mg/L	15 mg/L



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: February 22, 2021
Item Title: 2020-21 Budget Amendment No. 2
Submitted By: Ron Young, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2020-21 Adopted Budget in order to appropriate available funds for the following:

1. Projects approved in last year's Budget but not completed by the fiscal year-end.
2. Rollover of open Purchase Orders from the 2019-20 fiscal year.
3. Expenditures not anticipated in the 2020-21 Adopted Budget.

OPTIONS

- A. Approve Budget Amendment No. 2 as proposed.
- B. Approve portions of Budget Amendment No. 2.
- C. Do not approve Budget Amendment No. 2.

RECOMMENDATION

Option (A) - Approve Budget Amendment No. 2 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the March 2, 2021 Regular Meeting.

BACKGROUND

1. Carryover of 2019-20 Incomplete Projects

a. Rolled-Forward Funds for Street Upgrades

The FY 2019-20 Revised Budget for the Infrastructure Repair & Replacement Fund included \$5,257,152 for Street Pavement Improvements that was not spent prior to the end of FY 2019-20. Budget Amendment No. 2 proposes to increase FY 2020-21 operating appropriations by \$5,257,152 to complete various concrete street replacement projects.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

b. Rolled-Forward Funds in the Information Technology Fund

The FY 2019-20 Revised Budget for the Information Technology (IT) Fund included \$150,000 to acquire a comprehensive cybersecurity program, but the assessment of available services was not completed prior to the close of the fiscal year. Budget Amendment No. 2 proposes to increase FY 2020-21 appropriations by \$150,000 in the IT Fund to complete this previously approved initiative.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

c. Rolled-Forward Funds in the Information Technology (IT) Replacement Fund

The FY 2019-20 Revised Budget for the Information Technology (IT) Replacement Fund included \$559,000 for replacement equipment that was not purchased by the close of the fiscal year. Budget Amendment No. 2 proposes to increase FY 2020-21 appropriations by \$559,000 in the IT Replacement Fund to purchase previously approved equipment.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

d. Rolled-Forward Funds in the Hotel/Motel Tax Fund for the Heritage Tourism Program

The FY 2019-20 Revised Budget for the Hotel/Motel Tax Fund included \$175,412 for the Heritage Tourism Program that was not spent or committed prior to the end of FY 2019-20. Budget Amendment No. 2 proposes to increase FY 2020-21 operating appropriations by \$175,412 in the Hotel/Motel Tax Fund to promote Downtown Garland as a visitor destination with additional wayfinding and gateway signage.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

e. Rolled-Forward Funds in the TIF #1 Fund for the Downtown TIF Project and Financing Plan

The FY 2019-20 Revised Budget for the TIF #1 Fund included \$1,214,666 for Downtown Development that was not spent or committed prior to the end of FY 2019-20. Budget Amendment No. 2 proposes to increase FY 2020-21 operating appropriations by \$1,214,666 in the TIF #1 Fund to continue implementing the newly revised Downtown TIF Project and Financing Plan from the December 1, 2020, Regular Session of the Garland City Council.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

f. Rolled-Forward Funds in the Economic Development Fund for the “Make Your Mark” Campaign

The FY 2019-20 Revised Budget for the Economic Development Fund included \$143,247 for the “Make Your Mark” campaign that was not spent or committed prior to the end of FY 2019-20. Budget Amendment No. 2 proposes to increase FY 2020-21 operating appropriations by \$143,247 in the Economic Development Fund to continue the “Make Your Mark” campaign.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

g. Rolled-Forward Funds in the General Fund for Fire Personal Protective Equipment (PPE)

On September 15, 2020, City Council approved a Term Contract for Fire Department PPE. Funding for the Term Contract includes \$62,168 from the FY 2019-20 Revised Budget for the General Fund designated for Fire PPE that was not spent or committed prior to the end of FY 2019-20. Budget Amendment No. 2 proposes to increase FY 2020-21 operating appropriations in the General Fund by \$62,168 to fund the Fire PPE acquisition.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

2. Rolled-Forward Encumbrances from Fiscal Year 2019-20

When an order is placed for goods or services, a Purchase Order is issued that encumbers the budgeted funds. This has the effect of reserving the funds for future payment of the items covered in the Purchase

Order. Every year on September 30, when the fiscal year ends, there are open Purchase Orders related to goods or services that have been ordered but not yet received. Accordingly, the funds reserved for these open Purchase Orders are still in the year-end fund balances since the transactions are not yet completed.

Because the purchase of these open items was authorized by Council in the previous fiscal year (2019-20), the City's practice has been to roll these encumbrances forward into the current fiscal year (2020-21). This has the effect of increasing the current year's appropriation by the amount of the open Purchase Orders or encumbrances. The funding to cover the expenditures is available in the fund balance since payment was not made before the close of the fiscal year.

The projected fund balance for the current fiscal year is unaffected by the "roll forward" because it was assumed in the 2020-21 Adopted Budget that the expenditures would be completed in the prior year. The presence of the funds in the fund balance is above and beyond what the Budget assumes for the 2020-21 year-end balance.

Budget Amendment No. 2 proposes that encumbrances totaling \$12,772,366 be rolled forward to 2020-21. Of the total rollover amount, \$1,913,985 is related to the General Fund. Attachment A provides a detailed listing by fund of individual outstanding encumbrances over \$25,000.

A Budget Amendment is required due to the timing of the expenditures only. There is no additional financial impact.

3. Expenditures Not Anticipated in the 2020-21 Adopted Budget

a. V5 Gunshot Detection System

The Police Department requests approval of an additional \$32,500 to purchase a portable gunshot detection system. This system can detect and convey the location of gunfire or other weapon fire using acoustic sensors and HD video. Information is relayed in real time directly to Officers with up to a 90 percent accuracy rate. The system can be deployed in areas of the city where gunfire is commonly reported.

Budget Amendment No. 2 proposes to increase the General Fund's FY 2020-21 operating appropriations by \$32,500 to purchase the portable gunshot detection system. Funding for the program will come from excess fund balance reserves.

b. Purchase of Various Parks and Recreation Vehicles & Equipment

The Parks, Recreation & Cultural Arts Department (PRCAD) requested to purchase equipment for landscape, turf, and ball field maintenance, as well as a replacement 18-passenger van for senior transportation and a new ¾-ton truck for hauling event supplies in the 2021 Capital Improvement Program. Due to lower expenditures than expected in the FY 2019-20 PRCAD budget, funding for the purchase of this equipment has been included on Budget Amendment No. 2 for a total of \$500,000.

Budget Amendment No. 2 proposes to increase the General Fund's FY 2020-21 operating appropriations by \$500,000 to pay for this equipment. Funding for this request will come from excess fund balance reserves.

c. Fiber Mapping Funding

City Council funded a Fiber Mapping project in FY 2018-19 that did not get initiated due to a lack of resources within the Transportation Department. Transportation is requesting \$35,776 on Budget Amendment No. 2 to address the need to complete this project.

Budget Amendment No. 2 proposes to increase the General Fund's FY 2020-21 operating appropriations by \$35,776 as a result of this project being delayed. Funding for this request will come from excess fund balance reserves.

d. IT Project E911 Hardware Upgrades

As part of the FY 2019-20 budget, City Council approved an IT project in the amount of \$250,000 to upgrade E911 hardware that had reached end-of-life. The IT Project fund balance includes \$25,000 in contingency funding for this specific project as well as reserve funds from projects completed under budget. The costs for this project have exceeded the original budget plus contingency, and an additional \$25,541 is needed for this project.

Budget Amendment No. 2 proposes to increase the IT Project Fund's FY 2020-21 capital appropriations by \$50,541 for the E911 Hardware Upgrade project. Funding for this request will come from excess fund balance reserves.

CONSIDERATION

The Street pavement improvements, comprehensive cybersecurity program, IT replacement equipment, Heritage Tourism Program, Downtown TIF Project and Financing Plan, "Make Your Mark" campaign, Fire Personal Protective Equipment (PPE), and outstanding Purchase Orders carried forward were fully funded in the FY 2019-20 Budget, and the funds required to cover these expenditures remain within each fund's respective fund balance. As a result, there is no financial impact from approval of these items. The additional expenses in the General Fund and IT Project Fund will be funded out of excess fund balance reserves in each respective fund.

Budget Amendment No. 2 proposes to appropriate funds as follows:

<u>Infrastructure Repair & Replacement Fund</u> Street Repair and Replacement Projects	\$ 5,257,152
<u>Information Technology Fund</u> Cybersecurity Program	150,000
<u>IT Replacement Fund</u> Equipment Purchases	559,000
<u>IT Project Fund</u> E911 Hardware Upgrade	50,541
<u>Hotel/Motel Tax Fund</u> Heritage Tourism Program	175,412
<u>TIF #1 Fund</u> Downtown TIF Project & Financing Plan	1,214,666
<u>Economic Development Fund</u> "Make Your Mark" Campaign	143,247
<u>General Fund</u> Police V5 Gunshot Detection System Fire PPE Parks Equipment & Vehicles Transportation Fiber Mapping	32,500 62,168 500,000 35,776
<u>Various Funds</u> Rollover of Purchase Order Encumbrances	12,772,366
TOTAL SUPPLEMENTAL APPROPRIATION	\$20,952,828

Attachments

PO Rollover List
BA #2 - Financial Summary

ATTACHMENT A
2019-20 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2020*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>General Fund</u>		
Environmental Waste Services - Disposal	Sump Pump Replacements & Services	\$33,108
Fire	Personal Protective Equipment	166,836
	Body Armor	44,723
	Heavy Rescue Equipment	44,339
	Room Decontamination System	30,681
Human Resources	Employee Service Awards & Recognition	40,723
Library	Replacement Furniture	62,034
Parks, Recreation & Cultural Arts	Landscape Maintenance Equipment	166,387
	Landscape Maintenance Services	106,032
	Recreation Equipment	69,225
	Professional Services	127,692
	Passenger Van	66,863
	Theatre Replacement Equipment	33,060
Police	SWAT Body Armor	57,577
	Patrol Uniforms	35,987
	Replacement Furniture	28,051
	Investigative Data Platform	32,750
Transportation	Professional Services	155,983
	Replacement Vehicle	48,136
Various	PO's Under \$25,000	563,798
Sub-Total General Fund		\$1,913,985
<u>Customer Service</u>		
	Operations Optimizer Revenue Assurance	\$25,784
	PO's Under \$25,000	13,953
Sub-Total Customer Service Fund		\$39,737
<u>Economic Development Fund</u>		
	Catalyst Area Study	\$131,022
	Image Management Advertising Campaign	48,915
Sub-Total Economic Development Fund		\$179,937

ATTACHMENT A
2019-20 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2020*

Fund/Department

PO Description

Electric Utility Fund

Professional Engineering Services	\$157,322
CAT Safety Services	28,245
SSP Lifecycle Implementation	112,844
One 2020 Ford F-250 Truck	36,128
TMPA Replacement Truck	54,801
Rebuild CWP Actuators	56,250
Cooling Tower Repairs & Inspection	192,920
OSI Hardware and Software Upgrade	107,474
One SF6 Gas Recovery Trailer	182,221
PO's Under \$25,000	103,751

Sub-Total Electric Utility Fund

\$1,031,956

Environmental Waste Services Fund

Recycling Carts	\$26,994
PO's Under \$25,000	56,926

Sub-Total Environmental Waste Services Fund

\$83,920

Equipment Replacement Fund

Police	One 2020 Chevrolet Tahoe	\$35,022
Transportation	Two 2020 Ford F-350 Trucks	171,412
Parks, Recreation & Cultural Arts	One 2020 Ford Explorer	29,154
Parks, Recreation & Cultural Arts	One 2020 Ford F-150 Truck	28,898
Parks, Recreation & Cultural Arts	One 2020 Ford F-250 Truck	30,797
Parks, Recreation & Cultural Arts	Three 2020 Ford F-350 Trucks	188,378
Library	One 2019 Ford E-350 Box Truck	41,966
GP&L	Three Aerial Trucks	507,204
GP&L	One Heavy Haul Semi-Truck	184,112
Water	One Ford F-350 Truck	52,317
Water	One Ford Transit Cargo Van	38,380
Water	Two Ford F-450 Trucks	135,457
Water	One 12-Yard Dump Truck	113,311
Water	One 6-Yard Dump Truck	96,592
Wastewater	One Chevrolet 2500HD Silverado	37,334
Wastewater	Two 12-Yard Dump Trucks	226,622
Wastewater	One Roll-Off Truck	196,995
Wastewater	One Ford Transit Cargo Van	31,876
EWS - Delivery	One Ford F-150 Truck	36,287
Information Technology	One Ford Transit Cargo Van	31,964
Stormwater Management	One Chevrolet 2500HD Silverado	44,920

ATTACHMENT A
2019-20 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2020*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>Equipment Replacement Fund</u> <i>(continued)</i>		
Facilities Management	Two Ford Transit Cargo Vans	\$72,381
Customer Service	One Ford Transit Cargo Van	27,175
Various	PO's Under \$25,000	22,239
Sub-Total Equipment Replacement Fund		<u>\$2,380,793</u>
<u>Facilities Management Fund</u>		
	PO's Under \$25,000	\$75,999
Sub-Total Facilities Management Fund		<u>\$75,999</u>
<u>Firewheel Fund</u>		
	PO's Under \$25,000	\$12,084
Sub-Total Firewheel Fund		<u>\$12,084</u>
<u>Hotel/Motel Tax Fund</u>		
	Consulting Services	\$72,716
	Marketing & Advertising	95,000
	PO's Under \$25,000	8,449
Sub-Total Hotel/Motel Tax Fund		<u>\$176,165</u>
<u>Information Technology Fund</u>		
	Service Contracts	\$254,331
	IT Hardware	59,534
	PO's Under \$25,000	17,462
Sub-Total Information Technology Fund		<u>\$331,327</u>
<u>Information Technology Replacement Fund</u>		
	Computer Replacements	\$128,202
	Network Equipment	218,357
Sub-Total Information Technology Replacement Fund		<u>\$346,559</u>
<u>Infrastructure Repair & Replacement Fund</u>		
	Paving Services	\$4,645,435
	Engineering Services	28,010
	Water & Sewer Main Replacement	245,991
	PO's Under \$25,000	50,301
Sub-Total Infrastructure Repair & Replacement Fund		<u>\$4,969,737</u>

ATTACHMENT A
2019-20 Rollover
(With Detail of PO's Over \$25,000)

*Amount
Outstanding
9/30/2020*

<i>Fund/Department</i>	<i>PO Description</i>	
<u>Recreation Performance Fund</u>		
	PO's Under \$25,000	\$6,258
Sub-Total Recreation Performance Fund		<u>\$6,258</u>
<u>SafeLight Fund</u>		
	PO's Under \$25,000	\$32,275
Sub-Total SafeLight Fund		<u>\$32,275</u>
<u>Stormwater Management Fund</u>		
	Engineering Services	\$207,206
	PO's Under \$25,000	87,076
Sub-Total Stormwater Management Fund		<u>\$294,282</u>
<u>TIF #1 Fund (Downtown & Forest/Jupiter)</u>		
	Marketing & Advertising	\$99,950
	PO's Under \$25,000	21,988
Sub-Total TIF #1 Fund		<u>\$121,938</u>
<u>Wastewater Utility Fund</u>		
	Professional Services	\$205,597
	Sludge Hauling Contract	52,675
	Pump & Filter Maintenance	253,444
	Odor Monitoring Equipment & Services	63,014
	PO's Under \$25,000	21,120
Sub-Total Wastewater Utility Fund		<u>\$595,850</u>
<u>Water Utility Fund</u>		
	Professional Services	\$143,984
	PO's Under \$25,000	35,580
Sub-Total Water Utility Fund		<u>\$179,564</u>
<u>TOTAL OUTSTANDING PO's</u>		<u><u>\$12,772,366</u></u>

ATTACHMENT B

Proposed Budget Amendment FY 2020-21 Operating Budget

	<u>BA #2</u>	<u>BA #2 PO Rollover</u>	<u>Total Budget Amendments</u>
REVENUES AND EXPENDITURES			
Sources of Funds:			
Fund Balance - Prior Year	\$8,180,462	\$12,772,366	\$20,952,828
Total Funds Provided	<u>\$8,180,462</u>	<u>\$12,772,366</u>	<u>\$20,952,828</u>
Use of Funds - Expenditures:			
General Fund (See Detail in Notes)	\$630,444	\$1,913,985	\$2,544,429
Electric Utility Fund	0	1,031,956	1,031,956
Water Utility Fund	0	179,564	179,564
Wastewater Utility Fund	0	595,850	595,850
Environmental Waste Services Fund	0	83,920	83,920
Infrastructure Repair & Replacement Fund	5,257,152	4,969,737	10,226,889
Stormwater Management Fund	0	294,282	294,282
Firewheel Fund	0	12,084	12,084
Recreation Performance Fund	0	6,258	6,258
Hotel/Motel Tax Fund	175,412	176,165	351,577
SafeLight Fund	0	32,275	32,275
Economic Development Fund	143,247	179,937	323,184
TIF #1 Fund	1,214,666	121,938	1,336,604
Equipment Replacement Fund	0	2,380,793	2,380,793
Customer Service Fund	0	39,737	39,737
Facilities Management Fund	0	75,999	75,999
Information Technology Fund	150,000	331,327	481,327
IT Replacement Fund	559,000	346,559	905,559
IT Project Fund	50,541	0	50,541
Total Expenditures	<u>\$8,180,462</u>	<u>\$12,772,366</u>	<u>\$20,952,828</u>
Notes:			
General Fund -			
Building Inspection	\$0	\$181	\$181
City Attorney	0	11,388	11,388
Engineering	0	4,206	4,206
EWS - Disposal	0	86,197	86,197
Finance	0	8,870	8,870
Fire	62,168	364,539	426,707
Human Resources	0	40,723	40,723
Library	0	67,821	67,821
Neighborhood Vitality	0	8,426	8,426
Parks, Recreation & Cultural Arts	500,000	718,959	1,218,959
Project Management Office	0	3,200	3,200
Police	32,500	264,308	296,808
Purchasing	0	13,180	13,180
Transportation	35,776	238,253	274,029
Non-Departmental	0	83,734	83,734
Sub-Total General Fund	<u>\$630,444</u>	<u>\$1,913,985</u>	<u>\$2,544,429</u>



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: February 22, 2021

Item Title: COVID-19 Response Update and Further Actions

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Resolution Vaccine Allotment

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, REQUESTING AN INCREASE IN THE ALLOCATION OF COVID-19 VACCINE DOSES FOR DISTRIBUTION BY THE GARLAND/ROWLETT/SACHSE VACCINATION HUB; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, there have been over 25,000 confirmed cases of persons infected with the COVID-19 virus within Garland; and

WHEREAS, to date 229 Garland residents have died due to the virus and its effects; and

WHEREAS, Garland, Rowlett, and Sachse have had in place and have put into effect during the COVID-19 pandemic their mutual assistance plans to combat the COVID-19 pandemic, including mass-vaccination events to administer vaccinations to their residents; and

WHEREAS, the Garland/Rowlett/Sachse Vaccination Hub has successfully and efficiently administered over 5,700 doses of COVID-19 vaccine and is capable of ramping up operations to provide vaccinations to even more of its citizens; and

WHEREAS, the Garland/Rowlett/Sachse Vaccination Hub has the capacity to administer thousands of doses per day IF the vaccine doses are made available;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Council of the City of Garland, Texas respectfully urges the appropriate State officials to increase the allocation of COVID-19 vaccination doses to the Garland/Rowlett/Sachse Vaccination Hub in order that operations at the Hub be utilized to the greatest practical extent.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of February, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: February 22, 2021

Item Title: Review and Deliberation of 2021 Capital Improvement Program

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

The City Council will deliberate changes in the City Manager's Proposed Capital Improvement Program.

1. Council Deliberations.
2. Direction to Staff on Final Changes to CIP.

Recommendation/Action Requested and Justification

Provide direction to staff regarding changes to the 2021 Proposed CIP.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: February 22, 2021

Item Title: Discussion of proposed Low Income Housing Tax Credit (LIHTC) developments and requests for resolutions of support

Submitted By: Mona Woodard, Neighborhood Services Administrator

Summary of Request/Problem

Council is requested to consider resolutions of support, no-opposition, or denial for developers applying for the Texas Department of Housing and Community Affairs 2021 Competitive 9% Low-Income Housing Competitive Housing Tax Credit Program (LIHTC). This item will be placed on the regular Council agenda for formal vote at the February 23, 2021 Regular Meeting.

Applicant: MVAH Development

Project: 1102 N Shiloh Rd

Applicant: Generation Housing Partners

Project: 2301 Forest Lane

Applicant: Palladium Developers

Project: 1010 Hwy 66

Applicant: Overland Property Group, LLC

Project: 701 Dairy Rd

Applicant: OM Housing, LLC

Project: 1700-1800 Avenue B

Recommendation/Action Requested and Justification

1. Option 1: Issue a Resolution of Support
 2. Option 2: Issue a Resolution of No-opposition
 3. Option 3: Denial of the Development Application
-

Attachments

MVAH Development - 1102 N Shiloh Rd

Generation Housing - 2301 Forest Lane

Palladium - 1010 Hwy 66
Overland Property - 701 Dairy Rd
OM Housing - 1700 Avenue B
Project Score Sheets
Income Limits

City of Garland Support Application



Reserve at Shiloh

EMPOWER PEOPLE. ENHANCE COMMUNITIES.

Attention:
Respondent (Developer):
MVAH Development LLC
8506 Carrie Lane
Rowlett, Texas 75089
Attn: Darren W. Smith

Scoring for Low Income Housing Tax Credit Application

Developer Name:	<u>MVAH Development LLC</u>
Project Location:	<u>1102 N Shiloh Road</u>
Number of Units:	<u>106</u>
Percentage Affordable:	<u>69%</u>
Age Restricted:	<u>0%</u>
Market Rate Percentage	<u>31%</u>

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points: 100

Development Type - Maximum 35 points 5

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points

Rehabilitation of Existing Multifamily Complex = 25 points

New Construction of Multifamily = 5 points

Development is New Construction of Multifamily.

Addresses a Housing Need Identified in the Consolidated Plan -

Maximum 5 Points 5

Yes = 5 points

Please see section in the Narrative Description.

TDHCA Tax Credit Experience with Multiple Developments –

Maximum 5 points 5

Yes = 5 points

Please see information on the Development Team.

Access to DART Transportation - Maximum 5 points 5

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Please see included Site Radius Map.

Proximity to 24-Hour Emergency Medical Facility –

Maximum 10 points 10

0-.50 mile = 10 points

.51 miles to 1 mile – 5 points

Please see included Site Radius Map.

Mixed Income Developments - Maximum 10 points 10

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Please see included Development Proforma.

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

0

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

5

Please see information on the Development Team. Also this serves as confirmation that Development will have Onsite Management.

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

0

Community Support - Maximum 10 points

The council person for the district the development is in, supports the development. We are currently scheduling an information meeting for the community.

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

10

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

5

A complete Market Analysis has been ordered and will be provided upon receipt.

TOTAL Application Points

60

Low Income Housing Tax Credit (LIHTC) Resolution Process

Texas Department of Housing and Community Affairs (TDHCA) offers non-competitive 4% and competitive 9% LIHTC application processes. Non-competitive LIHTC applications may be received year round and are evaluated as received. Competitive 9% LIHTC applications follow a different process which typically begins in January of each year. Below is the timeline and application process for developers seeking resolutions for their Garland LIHTC TDHCA application:

City of Garland Application Timeline

Applications must be submitted to the Department of Housing and Community Services 30 days prior to the date the applicant is requesting delivery of the Resolution.

Support Resolution Requirements

Staff will use the information submitted by the developer along with the application (see attached) to determine whether a Resolution of Support (17 TDHCA application points) or a Resolution of No Objection (14 TDHCA application points) will be recommended to City Council.

Required Documentation (Highlighted Means Included)

1. Completed application packet
2. Fee: \$10.00 per proposed unit.
3. A letter from the Planning Department is required to be submitted confirming the current zoning on the property.
4. Preference shall be given to tax credit proposals in the following order:
 - a. Demolition and Reconstruction of an existing substandard multi-family development.
 - b. Rehabilitation of an existing multi-family development.
 - c. New Construction on property currently zoned as multifamily as of October 2019. An exception to this zoning requirement would only be given for proposals submitted where a parcel is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified specifically as a supportive use.
 - d. Preference will be given to senior citizen age restricted projects.
 - e. The application must address a housing need or problem identified in the City of Garland's Consolidated Plan.
5. Points provided for Developers that have demonstrated experience with the TDHCA tax credit programs from several municipalities.
6. Points are provided for locations within ½ mile of Dart station or stop.
7. Preference shall be given to mixed-income developments where at least 30% of the units are market-based.
8. Points shall be given for developments utilizing land currently zoned multifamily. The location/height and density of the development must be compatible with the surrounding neighborhood.
9. The project solicit community support from residents within a 400 foot radius of the project.
10. Points are provided to tax credit projects that provided full-time on-site management.
11. Points are provided to tax credit projects that provide a complete market analysis which demonstrates the ability of the market to absorb the new dwelling units.
12. Preference shall be given to tax credit projects that are in the best interest of the City of Garland.



GARLAND

9% Housing Tax Credit
Resolution of Support Application



GARLAND

9 % Low Income Housing Tax Credit Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: Reserve at Shiloh

Property Information

Property Address: 1102 N Shiloh Road, Garland, Texas 75042	
Legal Description: A parcel of approximately 11 acres located near 1102 N Shiloh Road, Garland, Texas 75042 and known as Parcel ID No. 26201580010020000	
Zoning District: SF-7	
Do you intend to request funding for your project through the City of Garland Grant Process? YES ☒ NO ☐	
Do you intend to request additional funding from the City for development? YES ☐ NO ☒	

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name: Reserve at Shiloh (Brian McGeady is Authorized Signer)	
Address: 1102 N Shiloh Rd	
City/State/Zip: Garland, TX 75042	
Work Phone: (513) 964-1141	Cell Phone: (513) 256-3810
Email: brian.mcgeady@mvahpartners.com	
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES ☒ NO ☐	

Property Owner Information

Owner Name: SHG Resources, LLC	
Address: 251 Little Falls Drive	
City/State/Zip: Wilmington, New Castle, DE, 19808	DUNS Number:
Work Phone: (949) 282-5800	Cell Phone:
Email:	

Applicant Signature: 	
Printed Name: Brian McGeady	Date: 11/20/2020
By signing this form, the owner of the property authorizes the City of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.	



9 % Low Income Housing Tax Credit / Resolution of Support Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided, the application may not be accepted for processing.

Items Required for Submittal	
Application Form with required fees	Please see attached.
All required City of Garland documentation on page 2 of this packet	Please see attached.
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	Reserve at Shiloh and Reserve at Shiloh LLC 9% Housing Tax Credit
If a 501(c)3 organization, a copy of the IRA Letter of Determination	N/A
Letter of Project Intent with Detailed Information listed below:	Please see attached.
Detailed Information	
Location Map of the Property	Please see attached.
Site Development:	
List the number of units.	106
List the breakdown of rental rates by unit and income restrictions.	Please see attached breakdown.
Will rental rates change over time and how are they determined?	Yes. The rents will increase at no more than 2% per year. This is determined by underwriting standards and TDHCA guidelines.
How many accessible units are included?	At least 6.
If the development includes market-rate units, do these units differ from the income-restricted units in any way?	There is no difference in the make / build of the units.
List the amenities included in individual units as well as those for the entire site	See attached.
Describe energy efficiency components that will be installed	MVAH builds to a green energy efficient standard with the use of building materials that exceeds requirements of the City's applicable Energy Code or the City's Unified Development Code. This is accomplished by maintaining: Construction Activity Pollution Prevention, Alternative Transportation Encouragement, Storm Water Quality and Quantity Control, Heat Island Effect Reduction, Light Pollution Reduction, Utilize Water, Efficient Landscaping, Reduced Wastewater Generation / Potable Water Usage, Reduce or Minimize Energy Consumption, Fundamental Refrigerant Management, Utilize Recycled Content Products., Utilize Regional Materials, Construction Waste Reduction, Indoor Air Quality and Ventilation, Construction Contaminant Minimization, Utilization of Low-Emitting Materials, Indoor Chemical and Pollution Source Control, Controllability of Systems (Thermal), Controllability of Systems (Lighting) and Day Lighting.



GARLAND

Background of the development company and management company	Please see attached.
Have there been any changes in company names or reorganizations?	No. However the development company is a spin-off from a larger organization.
History of similar projects and complexes managed	Please see attached.
How many tax credit and/or HOME projects have you developed and managed?	Over 100 LIHTC properties.
Financial:	
List the funding sources to be used	TDHCA 9% LIHTC, Conventional Debt, Deferred Developer Fee
List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, Etc.)	None.
Provide the anticipated breakdown of the development costs.	Please see attached.
Will the site be tax exempt after development?	No.
What is the affordability period required for this project?	30 years
Provide a Pro Forma statement for the project.	Please see attached.
Will this development require extensive capital improvements?	Not extensive, but there will be road construction for a private drive paid by developer. No public capital improvements anticipated.
Please list any additional information or letters that you will be requesting from the City of Garland for the TDHCA application requirements.	A de minimis "contribution" of \$250 in the form of partial waiver of municipal fees. This is requested for scoring purposes with TDHCA.



Project Description

Reserve at Shiloh located at 1102 N Shiloh Road will be a general population new construction development consisting of approximately 106 units. This development will be mixed income including market rate units as well as affordable living units for residents with incomes between the Area Median Incomes (AMI) of 30% and 60%, as well as market-rate units. The proposed rental community will target the local demographic in the area as well as employees within the VA Hospital system. Veterans seeking to live closer to medical services would be a plus for the overall development.

This development is not Public Housing and will have no Public Subsidy. This development will be built utilizing Housing Tax Credits allocated thru the Texas Department of Community Affairs (TDHCA). These Housing Tax Credits allow for a more favorable capitalization of the development but is not a subsidy to the tenants. However, in utilizing the TDHCA program the rents are restricted to a percentage of AMI. The project will be paying full assessed real estate taxes. The proposed gross restricted rents will range from a 30% AMI rent of \$444 to a 60% AMI rent of \$1,182, and the market rental rates near \$1,282.

Average development cost per unit will typically be \$165,000 an unit depending on site and other development variables. Quality, longevity, and good stewardship are primary for this new construction development. Providing a quality living environment for seniors will allow the seniors and local business to create a win-win given ease of access for the seniors and potential increase in shoppers with disposable income for the existing businesses.

MVAH builds to a green energy efficient standard with the use of building materials that exceeds requirements of the City's applicable Energy Code or the City's Unified Development Code. This is accomplished by maintaining:

Construction Activity Pollution Prevention, Alternative Transportation Encouragement, Storm Water Quality and Quantity Control, Heat Island Effect Reduction, Light Pollution Reduction, Utilize Water, Efficient Landscaping, Reduced Wastewater Generation / Potable Water Usage, Reduce or Minimize Energy Consumption, Fundamental Refrigerant Management, Utilize Recycled Content Products., Utilize Regional Materials, Construction Waste Reduction, Indoor Air Quality and Ventilation, Construction Contaminant Minimization, Utilization of Low-Emitting Materials, Indoor Chemical and Pollution Source Control, Controllability of Systems (Thermal), Controllability of Systems (Lighting) and Day Lighting.

We have a demonstrated track record of developing and managing high quality HTC housing. We are focused on delivering high quality assets that enhance the lifestyles of the citizens of Garland. We manage our developments in a manner that leads to preserving the quality of the development. We are the long-term holders of our developments.

We also routinely incorporate security features into our developments, including key fob entry, security cameras, security fences, and bright site lighting. We manage all housing that we develop and own. This means that we always wish to protect *our* investment as well as the investment of the cities that we work on. We always create a management and staffing plan for our developments and incorporate intensive tenant screening that involves several checks, including background and criminal. A copy of a sample



Tenant Screening Plan is available upon request. However, we have included a portion of the procedure below so that the local stakeholders may understand our process:

Anyone who wishes to be admitted to this development must provide a completed written application and relevant consent forms. To determine threshold eligibility, the application must contain enough information to enable the owner to determine family size and composition, (including names of all persons who will be residing in the unit, dates of birth, social security numbers, and relationship to head of household), anticipated annual income, assets now owned and assets disposed of for less than fair market value within the past two year, and that all applicants must possess the legal capacity to enter into a lease agreement. We then screen the applicant by checking with all previous landlords from the past five (5) years, obtaining a credit history report, and/or obtaining no less than two (2) personal references when a landlord reference is not available. We screen for the following factors: No Indebtedness to Owner/Management Agent, Rental History and Landlord References, Personal References, Credit References, Criminal Background, Illegal Drugs, State Sex Offender's Registry, Annual Recertification.

We have several developments in the Texas and have dedicated regional managers who routinely drive to each of our developments. This development will have a dedicated service technician in addition to the community manager. These will be full time positions and will be competitive per market standards. All service and property management activities will be included in the community clubhouse / leasing office. We always ensure that our developments have ample amenity space and this development is no exception. We also have a regional compliance manager who will ensure that the development meets all fair housing, City of Arlington, and TDHCA regulations. This is in addition to having dedicated heads of management and compliance activities at a national level. All in, there will always be no less than four individuals involved in the day to day operations of this development. We do not just income certify our residents but ensure that everyone who lives in our communities will contribute to the community atmosphere while also complying with all applicable fair housing laws.

We have included a sample of the product type to be developed. Additionally, we have included our digital portfolio, which list of all the developments we have developed and manage in the last eight years. We are a national affordable housing developer, owner, and manager who has a significant regional presence in the State of Texas. In each of our markets, we have committed partnerships with local non-profits to provide resident services and activities relevant to the needs of the target population. We will manage this development.

Consolidated Plan

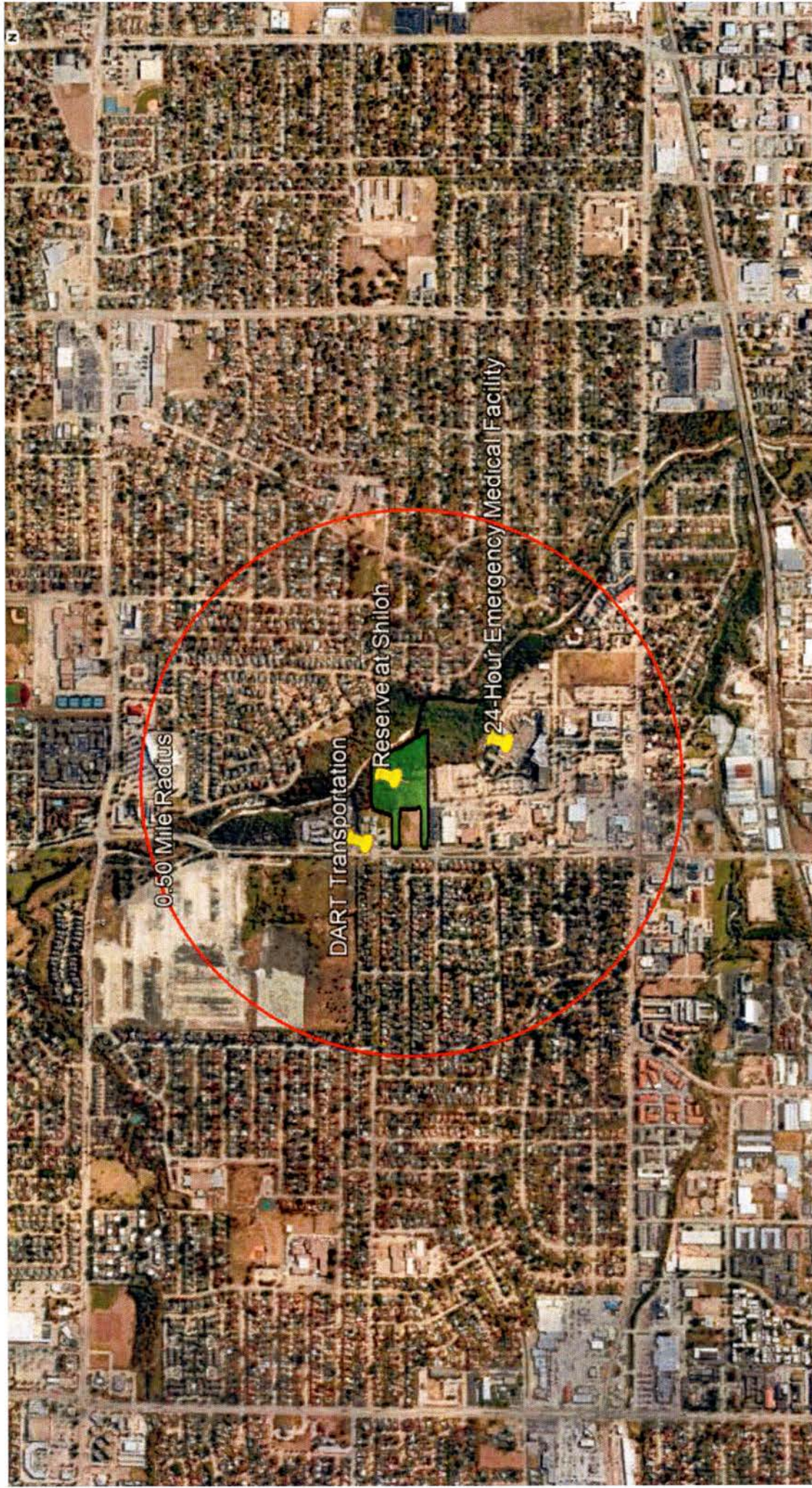
This development meets the Envision Garland 2030 plan by being located in a Catalyst area. Specifically the development is located in the FOREST/JUPITER/WALNUT CATALYST AREA. The development is located close to DART Transportation and is located nearly adjacent to the VA hospital. The development will have marketing preference to Veterans who will be located close to the hospital and will also provide workforce housing for those who work in the hospital. These features mesh with the Catalyst area's stated goal of: "to leverage assets such as Baylor Hospital and DART transit to create a regional live/work district." The plan also notes that the Catalyst area includes underutilized lots. We believe that providing quality housing so close to the hospital and DART transportation will be a proper



utilization of the development site. The development specifically addresses the last action item noted for the Catalyst Area: "Commit to the principles of repositioning vacant and obsolete retail properties **and provide high-quality residential density**". This will be dense development of 106 units.



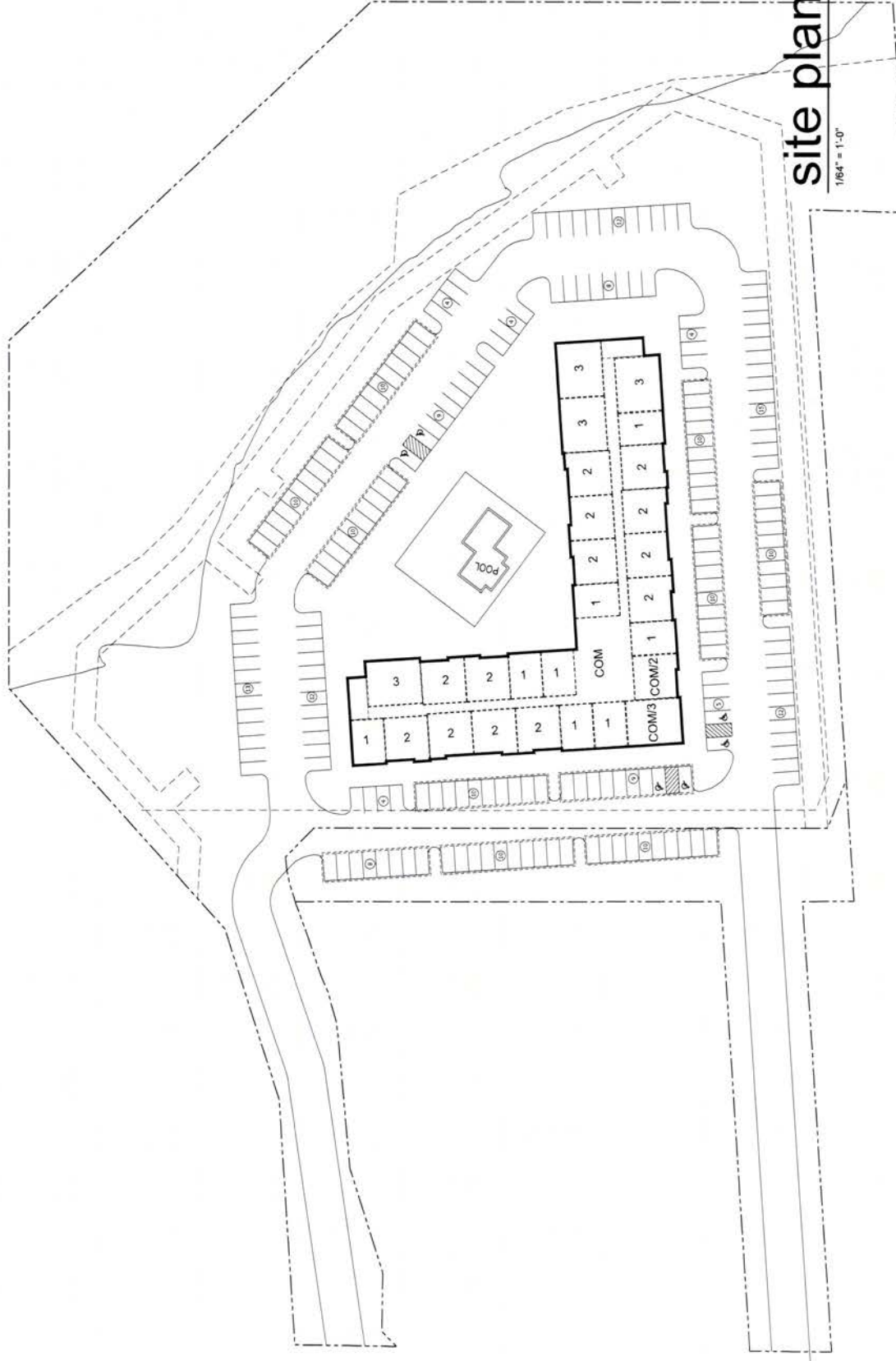




PROPOSED UNIT MIX:
 1 BEDROOM / 1 BATH - 32 UNITS
 2 BEDROOM / 2 BATH - 55 UNITS
 3 BEDROOM / 2 BATH - 19 UNITS
 TOTAL - 106 UNITS

BUILDING BREAK-DOWN:
 4 STORY ELEVATOR BUILDING

SITE INFO:
 5.3 ACRES
 PARKING -
 • REQUIRED 207 (106 COVERED)
 • PROVIDED 209 (6 HC SPOTS)
 (107 COVERED)



site plan

1/8" = 1'-0"



GARLAND

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

November 25, 2020

Darren W. Smith
MVAH Partners
8506 Carrie Lane
Rowlett, Texas 75089
Darren.Smith@mvahpartners.com

Re: Planning Department Evaluation Letter for Potential Tax Credit Application at 1102 North Shiloh Road

Dear Mr. Smith:

The property located at 1102 North Shiloh Road is currently zoned Community Office (CO) District. The Garland Development Code (GDC) lists the allowable uses in each zoning district in Chapter 2, Section 2.51 *Land Use Matrix*. Multi-Family Dwelling and Independent Living uses are not currently permitted on the property; therefore, a change of zoning is required.

The Envision Garland Future Land Use Map identifies this tract as Business Centers. Business centers provide a cluster of business offices and/or low impact industry, including campus-type development, that cumulatively employ large numbers of people. Operations within this development type occur internal to buildings resulting in minimal negative impacts (sound, air, traffic, outdoor lighting, storage, etc.) and are compatible with adjacent development types in architecture, character, scale, and intensity. Business centers are generally located at intersections of major and/or secondary arterial streets or significant transit areas (bus/rail). Proximity and access to residential areas are encouraged to reduce travel times to employment. Site design addresses function and visual aesthetics providing appropriate buffering at gateway corridors, between adjacent developments, and for residential neighborhoods.

As mentioned above, a zoning change application will be required in order to allow for multi-family development on the site. Prior to submitting a zoning change application, a pre-submittal meeting will be necessary. Pre-submittal meetings may be scheduled through the Planning Department at your convenience.

Please contact the Planning Department at 972-205-2445 should you need additional information.

Sincerely,

Will Guerin, AICP
Director of Planning & Community Development
City of Garland

RESERVE AT SHILOH GENERAL INFORMATION

File Name: M:_U_Drive\Residential\Potential Deals\2021\Texas\N Shiloh\Support Application\Reserve at Shiloh Proforma.xlsx\Syndication

Analyst:

Developer:

Project Name:

Project Type:

Credit Type:

Gregory
Smith
Reserve at Shiloh
New Construction
Low Income

Depreciation
Building 27.5
Tax Exempt Use, disproportionate allocation --
Residential Personal Property 5.0
Site Improvements 15.0
Commercial % of Total Building 0.00%
Bonus Depreciation 0.00%

Projections Start Date

Base Year

Construction Start

Construction Completed/Placed in Service

Construction Period in months

Earlier of Rent Up Begins or First Building Delivered

Last Unit Occupied

03/01/22
2022
03/01/22
06/01/23

15

04/01/23
11/01/23

Credit Prices
Federal Low Income Credit Yes
Federal Historic Credits No
State Low Income Credits No
State Historic Credits No

Price
0.9000

Sales Assumptions

Projections Sale Date

Cap Rate

Sales Cost

Sale Assumption Used in Projections

12/31/37
7.5%
3.0%

Credit Rate
Federal Low Income Credit 9.00%

Date

Total Number of Units

Total Revenue Producing Units

Number of Residential Buildings

Number of Community Buildings

106
106
1
1

Tax Credit Begins

Federal Low Income Credit

Dec-23

Tax Rate

Tax Rate - Sale

General Partner

21.00%
21.00%

Low Income Tax Credit Allocation
Maximum Credits Allowed

1,104,311

Tax Exempt?

No

Do HUD 221 D3 Limits Apply to the Basis?

No

QCT/DDA

Applicable Fraction (Lower of the Unit/Sq Ft Percentage)

Yes
69.81%

Escalation

Initial Year

LIHTC Rental Income 0.00%
Market Rate Income 0.00%
Commercial Income N/A
Other Income 0.00%
Operating Expenses 0.00%

Vacancy

Initial Year

0.00%
0.00%
N/A

Use 266ii Election to Calculate Const. Interest

no

RESERVE AT SHILOH
SOURCE AND USE OF FUNDS

Description		% of Total Sources	Rate	Term (Months)	Amortization	Monthly Debt Service	Annual Debt Service
Limited Partner- Historic Tax Credit Equity	-						
Limited Partner- Low Income Housing Tax Credit Equity	9,937,809	56.76%					
Deferred Developer Fee	3.97% 69,998	0.40%	0.00%	180	180	389	4,667
Perm	7,500,000	42.84%	4.50%	420	420	35,494	
Total Sources:	17,507,807	100.00%					
	9,549,531						
		Per Unit	Acquisition Basis	Low Income Eligible Const/Rehab Basis			
Acquisition Costs							
Real Estate Consultant	-	-	-	-			
Land	3,300,000	31,132	-	-			
Construction Costs							
Residential Structures	8,332,922	78,612	-	8,332,922			
Construction Contingency	5.00% 416,646	3,931	-	416,646			
General Requirements	6.00% 499,975	4,717	-	499,975			
Builder Profit	6.00% 499,975	4,717	-	499,975			
Builder Overhead	2.00% 166,658	1,572	-	166,658			
Builder's Risk Insurance / Bond(s)	50,000	472	-	50,000			
Permits & City Fee	25,000	236	-	25,000			
Transaction Costs							
Architectural Fees	495,809	4,677	-	495,809			
Engineering Fees	103,500	976	-	103,500			
Third Party Studies (Enviro / Historic)	25,450	240	-	25,450			
Taxes During Construction	63,600	600	-	63,600			
Soft Cost Contingency	75,000	708	-	75,000			
Cost Certification / Audit	40,000	377	-	40,000			
Legal - General Legal	100,000	943	-	100,000			
Legal - Partnership and Related	50,000	472	-	-			
Tax Credit Fees - Reservation	22,086	208	-	-			
Tax Credit Fees - Compliance	26,746	-	-	-			
Tax Credit Fees - Application	2,160	20	-	-			
Syndication	-	-	-	-			
Market Study	8,000	75	-	8,000			
Appraisal	6,000	57	-	6,000			
Extension Fee	2,500	24	-	-			
Construction Inspections	18,000	170	-	18,000			
Materials Testing	40,000	377	-	40,000			
Financing Costs							
Perm Origination Fee	5,000	47	-	-			
Perm loan closing & legal	20,000	189	-	-			
Construction loan orig fee	142,200	1,342	-	142,200			
Construction loan closing & legal	20,000	189	-	20,000			
Title & Recording - Construction & Perm	76,112	718	-	-			
Predevelopment Loan Interest	20,000	189	-	20,000			
Operating Reserve	266,434	2,514	-	-			
Construction Interest	666,267	6,286	-	533,013			
Other Costs							
Developer Fee	1,763,512	16,637	-	1,763,512			
ACQ Only - Developer Fee	-	-	-	-			
Rent Up	70,000	660	-	-			
Marketing	40,000	377	-	-			
Owner Contingency	-	-	-	-			
Clubhouse Furniture	75,000	708	-	75,000			
Total	17,507,807	165,168	-	13,520,262			

The estimates of costs set forth in this document are based on current estimates of labor and materials generally available in the market. These costs are not guaranteed and are subject to change at any time and without notice. The owner acknowledges it has made its decision on this project based on its own, independent evaluation of the proposed project.

RESERVE AT SHILOH
OPERATING ASSUMPTIONS - INCOME

10%, 20%

LIHTC Rental Income

Apartment	Type	Baths	# of Units	Sq. Ft./Unit	Total Sq. Ft.	% of AMI	Max Gross Rent	Utility Allow	Actual Net Rent	Actual Gross Rent	Rent Per Sq/Ft	Annual Rent/Unit	Annual Rent/Unit Type
One Bedroom	1.0	1.0	3	715	2,145	30%	485	41	444	485	0.621	5,328	15,984
One Bedroom	1.0	1.0	6	715	4,290	50%	808	41	767	808	1.073	9,204	55,224
One Bedroom	1.0	1.0	13	715	9,295	60%	970	41	829	870	1.159	9,948	129,324
Two Bedroom	2.0	2.0	6	900	5,400	30%	582	52	530	582	0.589	6,360	38,160
Two Bedroom	2.0	2.0	10	900	9,000	50%	970	52	918	970	1.020	11,016	110,160
Two Bedroom	2.0	2.0	23	900	20,700	60%	1,164	52	1,012	1,064	1.124	12,144	279,312
Three Bedroom	2.0	2.0	2	1,141	2,282	30%	672	62	610	672	0.535	7,320	14,640
Three Bedroom	2.0	2.0	4	1,141	4,564	50%	1,120	62	1,058	1,120	0.927	12,696	50,784
Three Bedroom	2.0	2.0	7	1,141	7,987	60%	1,344	62	1,182	1,244	1.036	14,184	99,288
										893	1.013	101,544	792,876

Number of required Home Units**0****LIHTC Occupancy Restricted****Market Rate Rental Income**

Apartment	Baths	# of Units	Sq. Ft./Unit	Total Sq. Ft.	Gross Rent	Rent Per Sq/Ft	Annual Rent/Unit	Annual Rent/Unit Type
One Bedroom	1.0	10	715	7,150	929	1,299	11,148	111,480
Two Bedroom	2.0	16	900	14,400	1,112	1,236	13,344	213,504
Three Bedroom	2.0	6	1,141	6,846	1,282	1,124	15,384	92,304
					796	1,234479711	39,876	417,288

Commercial Income**N/A****Other Income**

	Units	Monthly Amount	Monthly Income	Annual Rent/Space	Vacancy	Monthly Net Income
Misc Income	106	\$10.00	1,060	12,720	7.50%	981
			1,060	12,720	7.50%	981

RESERVE AT SHILOH
OPERATING ASSUMPTIONS - EXPENSES

Operating Expenses

Description	Subject Property	
	Annual Expense	Annual Expense/Unit
Property Management Fee	56,308	531
ADVERTISING/MARKETING	10,600	100
ADMINISTRATIVE	26,500	250
BUILDING/SERVICES	5,000	47
GROUNDS COST	7,500	71
MAINTENANCE COST	21,200	200
PAYROLL COST	132,500	1,250
TURNOVER COST	26,500	250
UTILITIES	63,600	600
Project Operating Expenses	349,708	3,299
Real Estate Taxes	127,200	1,200
Insurance	53,000	500
TDHCA Compliance Fees	2,960	28
Non Operating Expenses	183,160	1,728
Total Trended Expenses	532,868	5,027
Non Trended Expenses		
Bridge Loan Fees		-
Ongoing Compliance Fees		-
Fixed Tax Payment		-
Total Non Trended Expenses	-	-
Replacement Reserves	26,500	250
	559,368	5,277
Asset Management Fee	5,000	47

Reserves

	Per Unit	Annual Expense	Thru
Replacement Reserve	250	26,500	2023
		27,295	2024
		28,114	2025
increase amt every	1		
withdrawn every	3		
interest	3.00%		
Inflation Factor	3.00%		2023 - 2025
Inflation Start Year	2018		2024

Upfront Operating Reserves

Months of Operating Expenses/Debt Service interest	6	3.00%
--	---	-------

Priority	Fee Type	Amr	Condition
1	Property Management Fee	5.00%	of effective gross inc
2	Asset Management Fee	5.000	Fixed Fee Amount
3	Deferred Developer Fee	100.00%	of available cash flow
4	Incentive Mgmt Fee	90.00%	of available cash flow
5	Fee I	0.00%	of available cash flow
6	Fee II	0.00%	of available cash flow
7	Fee III	0.00%	of available cash flow
8	Fee IV	0.00%	of available cash flow

**RESERVE AT SHILOH
PROJECTED CASH FLOW - NOI**

Year	Gross Affordable Rental Income	Gross Market Rental Income	Gross Commercial Income	Net Other Income	Vacancy	Effective Gross Rental Income	Operating Expenses	Property Management Fee	Real Estate Taxes	Non-Trended Expenses	Total Expenses	Net Operating Income	Replacement Reserves	Total Construction Debt Service	Total Permanent Debt Service	USDA Fee	Cash Flow	DSC
2022	-	-	-	-	-	-	-	-	-	-	(284,430)	163,779	(9,375)	-	-	-	-	-
2023	207,149	236,898	-	4,163	-	448,210	(262,020)	(22,410)	-	-	(536,684)	593,473	(27,166)	-	-	-	154,404	1.43
2024	787,519	417,288	0	11,711	(90,361)	1,126,157	(349,360)	(56,308)	(131,016)	-	(552,476)	601,304	(28,114)	0	(393,872)	0	168,435	1.35
2025	808,728	425,628	-	12,001	(92,577)	1,153,781	(359,841)	(57,689)	(134,946)	-	(568,474)	608,390	(28,957)	-	(425,931)	-	147,259	1.36
2026	824,904	434,148	-	12,241	(94,429)	1,176,864	(370,636)	(58,843)	(138,995)	-	(584,940)	615,462	(29,826)	-	(425,931)	-	153,502	1.37
2027	841,402	442,831	-	12,486	(96,317)	1,200,402	(381,755)	(60,020)	(143,165)	-	(601,888)	622,522	(30,721)	-	(425,931)	-	159,705	1.37
2028	858,230	451,688	-	12,736	(98,244)	1,224,410	(393,209)	(61,220)	(147,460)	-	(619,332)	629,566	(31,642)	-	(425,931)	-	165,870	1.39
2029	875,395	460,721	-	12,991	(100,209)	1,248,898	(405,004)	(62,445)	(151,883)	-	(637,288)	636,588	(32,592)	-	(425,931)	-	171,992	1.40
2030	892,903	469,936	-	13,250	(102,213)	1,273,876	(417,154)	(63,694)	(156,440)	-	(655,770)	643,584	(33,569)	-	(425,931)	-	178,065	1.42
2031	910,761	479,334	-	13,515	(104,257)	1,299,353	(429,669)	(64,968)	(161,133)	-	(674,793)	650,548	(34,576)	-	(425,931)	-	184,083	1.43
2032	928,976	488,921	-	13,786	(106,342)	1,325,341	(442,559)	(66,267)	(165,967)	-	(694,374)	657,473	(35,614)	-	(425,931)	-	190,040	1.45
2033	947,555	498,700	-	14,061	(108,469)	1,351,847	(455,839)	(67,592)	(170,946)	-	(714,529)	664,355	(36,682)	-	(425,931)	-	195,928	1.46
2034	966,507	508,674	-	14,343	(110,639)	1,378,884	(469,511)	(68,944)	(176,075)	-	(735,276)	671,186	(37,783)	-	(425,931)	-	201,742	1.47
2035	985,837	518,847	-	14,630	(112,851)	1,406,462	(483,596)	(70,323)	(181,357)	-	(756,631)	677,980	(38,916)	-	(425,931)	-	207,472	1.49
2036	1,005,553	529,224	-	14,922	(115,108)	1,434,591	(498,104)	(71,730)	(186,797)	-	(778,613)	684,671	(40,084)	-	(425,931)	-	213,113	1.50
2037	1,025,664	538,808	-	15,221	(117,410)	1,463,283	(513,047)	(73,164)	(192,401)	-	(801,239)	691,309	(41,286)	-	(425,931)	-	218,686	1.51
2038	1,046,178	550,605	-	15,525	(119,759)	1,492,549	(528,438)	(74,627)	(198,173)	-	(828,438)	698,000	(42,592)	-	(425,931)	-	224,092	1.53
Total	13,913,260	7,453,251	-	207,581	(1,569,185)	20,004,907	(6,759,737)	(1,000,245)	(2,436,755)	-	(10,196,737)	9,808,170	(516,804)	-	(6,356,907)	-	2,834,360	

The estimates of income and expenses set forth in this document are based on experience operating similar properties and are provided by the owner. Past performance is not a guarantee of future performance. The owner acknowledges it has made its decision on this project based on its own independent evaluation of the project.

RESERVE AT SHILOH
SCHEDULED ABSORPTION

Rent-up Begins Rent-up Completed Buildings Credit Units	4/1/2023	11/1/2023	1st	Stabilized Yr.	2024	2.023											
	74	106	74	106	106												
	What Building Delivered	Units PIS	Total Units PIS	Percent Units PIS	Units Rented	Cumulative Units Rented	Market Units Rented	Cumulative Units Rented	Credit Units Rented	Cumulative Units Rented	Percent Units Occupied	Low Income Units Rented	Per Unit Rental Income	Market Rental Income	Per Unit Rental Income	Monthly Rental Income	Offset Income
	Jan-23			-	0.0%	-	-	-	-	-	0.0%	-	-	-	-	-	-
	Feb-23			-	0.0%	-	-	-	-	-	0.0%	-	-	-	-	-	-
	Mar-23	24	24	22.6%	10	10	6	6	4	4	5.4%	-	3,572	3,572	-	6,520	93
	Apr-23	24	48	22.6%	10	20	6	12	4	8	5.4%	18,501	18,501	18,501	18,501	19,580	19,580
	May-23	24	72	22.6%	10	30	6	18	4	12	16.2%	18,501	10,715	10,715	19,580	278	278
	Jun-23	24	96	67.9%	10	40	6	24	4	16	21.6%	18,501	14,286	14,286	26,081	370	370
	Jul-23	24	120	90.6%	10	50	6	30	4	20	27.0%	18,501	17,858	17,858	32,601	463	463
	Aug-23	10	130	100.0%	10	60	2	32	8	28	37.8%	18,501	25,001	25,001	34,774	555	555
	Sep-23	100	100	100.0%	10	70	2	32	10	38	51.4%	18,501	33,929	33,929	34,774	648	648
	Oct-23	100	100	100.0%	10	80	2	32	10	48	64.9%	18,501	42,858	42,858	34,774	740	740
Nov-23	100	100	100.0%	10	90	2	32	10	58	76.4%	18,501	51,787	51,787	34,774	833	833	
Dec-23	106	106	100.0%	10	90	32	32	10	58			207,149	207,149	236,898	34,774	833	
Jun-23	106	106	100.0%	90	90	32	32	58	58			236,898	236,898	236,898	34,774	833	

	What Building Delivered	Total Units PIS	Percent Units PIS	Units Rented	Cumulative Units Rented	Market Units Rented	Cumulative Credit Units Rented	Credit Units Rented	Cumulative Credit Units Rented	Percent Qualified Occupied	Per Unit Low Income Rent \$93	Per Unit Market Income \$87	Monthly Other Income \$81

[illegible]

Occupied										100.00%									
What Building Delivered	Units PIS	Total Units PIS	Percent Units PIS	Units Rented	Cumulative Units Rented	Market Units Rented	Cumulative Market Units Rented	Credit Units Rented	Cumulative Credit Units Rented	Percent Qualified Occupied	Low Income Rental Income	Per Unit Rental Income	Market Rental Income	Per Unit Market Rental Income	Other Income	Monthly Other Income			
Jan-26	-	106	100.0%	-	106	-	106	32	32	74	100.0%	929	68,742	36,179	-	1,020			
Feb-26	-	106	100.0%	-	106	-	106	32	64	74	100.0%	929	68,742	36,179	-	1,020			
Mar-26	-	106	100.0%	-	106	-	106	32	96	74	100.0%	929	68,742	36,179	-	1,020			
Apr-26	-	106	100.0%	-	106	-	106	32	128	74	100.0%	929	68,742	36,179	-	1,020			
May-26	-	106	100.0%	-	106	-	106	32	160	74	100.0%	929	68,742	36,179	-	1,020			
Jun-26	-	106	100.0%	-	106	-	106	32	192	74	100.0%	929	68,742	36,179	-	1,020			
Jul-26	-	106	100.0%	-	106	-	106	32	224	74	100.0%	929	68,742	36,179	-	1,020			
Aug-26	-	106	100.0%	-	106	-	106	32	256	74	100.0%	929	68,742	36,179	-	1,020			
Sep-26	-	106	100.0%	-	106	-	106	32	288	74	100.0%	929	68,742	36,179	-	1,020			
Oct-26	-	106	100.0%	-	106	-	106	32	320	74	100.0%	929	68,742	36,179	-	1,020			
Nov-26	-	106	100.0%	-	106	-	106	32	352	74	100.0%	929	68,742	36,179	-	1,020			
Dec-26	-	106	100.0%	-	106	-	106	32	384	74	100.0%	929	68,742	36,179	-	1,020			
											824,904	434,148	12,241						

RESERVE AT SHILOH
CALCULATION OF TAX CREDITS

	<u>New and Rehab Credit</u>	<u>Acquisition Credit</u>	<u>Total LIHTC Credits</u>
Eligible Costs	13,520,262	0	13,520,262
Historic Tax Credit	0		
	0		
Subtotal	<u>13,520,262</u>		
HUD 221D 3 Limit	<u>0</u>		
Adjusted Eligible Basis	13,520,262		
Applicable Fraction	69.81%	69.81%	
Qualified Basis	9,438,554	0	9,438,554
DDA/QCT Basis Boost	130.00%	100.00%	
Eligible Basis	12,270,120	0	12,270,120
Credit Rate	9.00%	0.00%	
Total Calculated Credit	1,104,311	0	1,104,311
Maximum Credit	1,104,311	0	
Tax Credit Allocated	<u>1,104,311</u>	-	<u>1,104,311</u>
Annual Credit to Investors	1,104,201	0	1,104,201
Credit Price	0.900	0.900	
Tax Credit Equity	<u>9,937,809</u>	<u>0</u>	<u>9,937,809</u>

Unit Requirements

i	five hundred (500) square feet for an Efficiency Unit;
ii	six hundred (600) square feet for a one Bedroom Unit;
iii	eight hundred (800) square feet for a two Bedroom Unit;
iv	one thousand (1,000) square feet for a three Bedroom Unit;
v	one thousand, two-hundred (1,200) square feet for a four Bedroom Unit

Mandatory Amenities

A	All Bedrooms, the dining room and living room in Units must be wired with current cabling technology for data and phone;
B	Laundry Connections;
C	Exhaust/vent fans (vented to the outside) in the bathrooms;
D	Screens on all operable windows;
E	Disposal and Energy-Star rated dishwasher (not required for USDA; Rehabilitation Developments exempt from dishwasher if one was not originally in the Unit);
F	Energy-Star or equivalently rated refrigerator;
G	Oven/Range;
H	Blinds or window coverings for all windows;
I	At least one Energy-Star rated ceiling fan per Unit;
J	Energy-Star or equivalently rated lighting in all Units;
K	All areas of the Unit (excluding exterior storage space on an outdoor patio/balcony) must have heating and air-conditioning.
L	Adequate parking spaces consistent with local code, unless there is no local code, in which case the requirement would be one and a half spaces per Unit for non-Elderly Developments and one space per Unit for Elderly Developments. The minimum number of required spaces must be available to the tenants at no cost. If parking requirements under local code rely on car sharing or similar arrangements, the LURA will require the Owner to provide the service at no cost to the tenants throughout its term;
M	Energy-Star or equivalently rated windows (for Rehabilitation Developments, only if windows are planned to be replaced as part of the scope of work); and
N	Adequate accessible parking spaces consistent with the requirements of the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 FR 29671, the Texas Accessibility Standards, and if covered by the Fair Housing Act, HUD's Fair Housing Act Design Manual.

Common Amenities (points needed see below)

	Possible Points	Self Score	Notes
(i) Community Space for Resident Supportive Service			
I High Quality Pre-Kindergarten program and associated educational space	5		Note: The points available for this section is equal to 50% of required points
II Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver the Resident Supportive Services pertaining to classes or care for children and selected by the Development Owner. The room(s) devoted to meeting this requirement must equal 15 square feet times the total number of Units, but need not exceed 2,000 square feet in total. This space must be separate from any other community space but may include a full kitchen. The room(s) must include storage space, such as closets and/or cabinetry.	4		
III Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver the Resident Supportive Services pertaining to classes or care for adults and selected by the Development Owner. The room(s) devoted to meeting this requirement must equal 10 square feet times the total number of Units, but need not exceed 1,000 square feet in total. This space must be separate from any other community space but may include a full kitchen. The room(s) must include storage space, such as closets and/or cabinetry	2		
IV Service provider office in addition to leasing offices	1		
(ii) Safety			
I Controlled gate access for entrance and exit areas, intended to provide access that is limited to the Development's tenancy	1		
II Secured Entry (applicable only if all Unit entries are within the building's interior)	1	1	
III Twenty-four hour, seven days a week monitored camera/security system in each building. Monitoring may be on-site or off-site	2		
IV Twenty-four hour, seven days a week recorded camera / security system in each building	1	1	
V The provision of a courtesy patrol service that, at a minimum, answers after-hour resident phone calls regarding noise and crime concerns or apartment rules violations and that can dispatch to the apartment community a courtesy patrol officer in a timely manner	3		
(iii) Health/Fitness/Play			
I Accessible walking/jogging path, equivalent to the perimeter of the Development or a length that reasonably achieves the same result, separate from a sidewalk and in addition to required accessible routes to Units or other amenities	1		
II Furnished fitness center. Equipped with a variety of fitness equipment (at least one item for every 40 Units). Choose from the following: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, stair-climber, dumbbell set, or other similar equipment. Equipment shall be commercial use grade or quality. Fitness center must be located indoors or be a designated room with climate control and allow for after-hours access.	1	1	

III	Furnished fitness center. Equipped with a variety of fitness equipment (at least one item for every 20 Units). Choose from the following: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, stair-climber, dumbbell set, or other similar equipment. Equipment shall be commercial use grade or quality. Fitness center must be located indoors or be a designated room with climate control and allow for after-hours access.	2		
IV	One Children's Playscape Equipped for five to 12 year olds, or one Tot Lot (2 points). Must be covered with a shade canopy or awning, intended to keep equipment cool, and provide shade and ultraviolet protection.	2	2	
V	Two Children's Playscapes Equipped for five to 12 year olds, two Tot Lots, or one of each (4 points). Must be covered with a shade canopy or awning, intended to keep equipment cool, and provide shade and ultraviolet protection. This item can only be selected if clause (IV) of this subparagraph is not selected;	4		
VI	Horseshoe pit; putting green; shuffleboard court; pool table; or ping pong table in a dedicated location accessible to all residents to play such games	1		
VII	Swimming Pool	3	3	
VIII	Splash pad/water feature play area	1		
IX	Sport Court or field (including, but not limited to, Tennis, Basketball, Volleyball, Soccer or Baseball Field)	2		
	(iv) Design / Landscaping			
I	Full perimeter fencing that includes parking areas and all amenities (excludes guest or general public parking areas)	2		
II	Enclosed community sun porch or covered community porch/patio	1	1	
III	Dog Park area that is fully enclosed (the perimeter fencing may be used for part of the enclosure) and intended for tenant owned dogs to run off leash (requires that the Development allow dogs)	1	1	
IV	Shaded rooftop or structural viewing deck of at least 500 square feet	2		
V	Porte-cochere	1		
VI	Lighted pathways along all accessible routes	1	1	
VII	a resident-run community garden with annual soil preparation and mulch provided by the Owner and access to water (which may be subject to local water usage restrictions)	1		
	(v) Community Resources			
I	Gazebo or covered pavilion w/sitting area (seating must be provided)	1	1	
II	Community laundry room with at least one washer and dryer for every 40 Unit	2	2	
III	Barbecue grill and picnic table with at least one of each for every 50 Units (1 point). Grill must be permanently installed (no portable grills);	1		
IV	Business center with workstations and seating internet access, 1 printer and at least one scanner which may be integrated with the printer, and either 2 desktop computers or laptops available to checkout upon request	2	2	
V	Furnished Community room	2	2	
VI	Library with an accessible sitting area (separate from the community room)	1		
VII	Activity Room stocked with supplies (Arts and Crafts, board games, etc.)	2	2	
VIII	Community Dining Room with full or warming kitchen furnished with adequate tables and seating	3		
IX	Community Theater Room equipped with a 52 inch or larger screen or projection with surround sound equipment; DVD player or a streaming service at no cost to residents; and seating	3		
X	High-speed Wi-Fi of 10 Mbps download speed or more with coverage throughout the clubhouse and/or community building	1	1	
XI	High-speed Wi-Fi of 10 Mbps download speed or more with coverage throughout the Development	2		
XII	Bicycle parking that allows for, at a minimum, one bicycle for every five Units, within reasonable proximity to each residential building that allows for bicycles to be secured with lock (lock not required to be provided to tenant)	1	1	
XIII	Package Lockers. Automated Package Lockers provided at a location within the complex that can be accessed by residents 24/7 and at no charge to the resident. To qualify, there would need to be at least one locker for every eight residential units	2		
XIV	Recycling Service (includes providing a storage location and service for pick-up)	1	1	
XV	Community car vacuum station	1		

16 to 41 units	4
41 to 76 units	7
77 to 99 units	10
100 to 149 units	14
150 to 199 units	18
200 or more	22
	23

Unit, Development Construction, and Energy and Water Efficiency Features		Possible Points	Self Score	Notes
	(i) Unit Features		No minimum	
I	Covered entries	0.5	0.5	
II	Nine foot ceilings in living room and all bedrooms (at minimum)	1	1	
III	Microwave ovens	0.5	0.5	
IV	Self-cleaning or continuous cleaning ovens	0.5	0.5	
V	Storage room or closet, of approximately 9 square feet or greater, separate from and in addition to bedroom, entryway or linen closets and which does not need to be in the Unit but must be on the property site	0.5		

VI	Covered patios or covered balconies	0.5	0.5	
VII	High Speed Internet service to all Units (can be wired or wireless; required equipment for either must be provided)	1		
VIII	Built-in (recessed into the wall) shelving unit	0.5		
IX	Breakfast Bar (a space, generally between the kitchen and dining area, that includes an area for seating although actual seating such as bar stools does not have to be provided)	0.5	0.5	
X	Walk-in closet in at least one Bedroom	0.5	0.5	
XI	48" upper kitchen cabinets	1		
XII	Kitchen Island	0.5		
XIII	Kitchen pantry with shelving (may include the washer/dryer unit for Rehabilitation Developments only)	0.5		
XIV	Natural stone or quartz countertops in kitchen and bath	1		
XV	Double vanity in at least one bathroom	0.5		
XVI	Hard floor surfaces in over 50% of unit NRA	0.5	0.5	
	(ii) Development Construction Features		No minimum	
I	Covered parking (may be garages or carports, attached or freestanding) and include at least one covered space per Unit	1.5		
II	Thirty year roof	0.5	0.5	
III	Greater than 30% stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious and metal siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely	2	2	
IV	Electric Vehicle Charging Station	0.5		
V	An Impact Isolation Class (IIC) rating of at least 55 and a Sound Transmission Class (STC) rating of 60 or higher in all Units, as certified by the architect or engineer of record	3		
VI	Green Building Features. Points under this item are intended to promote energy and water conservation, operational savings and sustainable building practices. Four (4) points may be selected from only one of the categories described in items (-a-)-(-d-) of this subclause. If the Development involves scattered sites, there must be green building features incorporated into each site in order to qualify for these points	PICK ONE BELOW		
	(-a-) Enterprise Green Communities. The Development must incorporate all mandatory and optional items applicable to the construction type (i.e. New Construction, Rehabilitation, etc.) as provided in the most recent version of the Enterprise Green Communities Criteria found at http://www.greencommunitiesonline.org .	4		
	(-b-) Leadership in Energy and Environmental Design (LEED). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a LEED Certification, regardless of the rating level achieved (i.e., Certified, Silver, Gold or Platinum).	4		
	(-c-) ICC/ASHRAE - 700 National Green Building Standard (NGBS). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a NGBS Green Certification, regardless of the rating level achieved (i.e. Bronze, Silver, Gold, or Emerald).	4		
	(-d-) 2018 International Green Construction Code	4		
	(iii) Energy and Water Efficiency Features		Minimum of 2	
I	Energy-Star or equivalently rated refrigerator with icemaker	0.5	0.5	
II	Energy-Star or equivalently rated laundry equipment (washers and dryers) for each individual Unit; must be front loading washer and dryer in required accessible Units	2		
III	Recessed LED lighting or LED lighting fixtures in kitchen and living areas	1	1	
IV	Energy-Star or equivalently rated ceiling fans in all Bedrooms	0.5	0.5	
V	EPA WaterSense or equivalent qualified toilets in all bathrooms	0.5	0.5	
VI	EPA WaterSense or equivalent qualified showerheads and faucets in all bathrooms	0.5	0.5	
VII	15 SEER HVAC, or in Region 13, an efficient evaporative cooling system. For Rehabilitation (excluding Reconstruction) where such systems are not being replaced as part of the scope of work, a radiant barrier in the attic is provided.	1		
VIII	16 SEER HVAC, for New Construction or Rehabilitation	1.5	1.5	
IX	A rainwater harvesting/collection system and/or locally approved greywater collectionsystem	0.5		
TOTAL			11.5	Requires 9 points for 9% and 4%

MVAH Partners

Informational Package

August 14, 2020
Darren Smith



Company Overview



MVAH Partners have been developing multifamily housing for over 20 years. Together they have developed more than 10,000 housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has grown to 180 associates with over 100 housing developments in 15 states with plans to add 4 additional states.

Being a long-term holder of its assets, MVAH puts a major emphasis on market feasibility, planning, underwriting, and design with its development services. While MVAH is primarily focused on the growth of its portfolio it has strategically provided third-party development services. MVAH values long-term partnerships and relationships with non-profits and public agencies and will continue to build relationships like those with others.

MVAH has received multiple awards in recognition of its success in the housing development industry. We creatively approach the financing of projects, using multiple sources of funding including US Treasury Opportunity Zone program, HUD, NSP, HOME, FHLB, USDA, LIHTC and many others. MVAH builds strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure the funding, and construct high quality developments.



**General Information:**

Firm Name:

MVAH Partners LLC

Texas Regional Office:

8506 Carrie Lane

Rowlett, Texas 75089

Firm Headquarters:

9100 Centre Pointe Drive, Suite 210

West Chester, Ohio 45069

Contact Name:

Michael Riechman – 202-276-5711 – michael.riechman@mvahpartners.com

Brian McGeady – 513-256-3810 – brian.mcgeady@mvahpartners.com Darren

Darren Smith – 214-501-5618 – darren.smith@mvahpartners.com

Justin Gregory – 724-561-3196 – justin.gregory@mvahpartners.com

Firm Description:

The Managing Partners of MVAH have been developing multifamily housing for over 20 years. Together they have developed more than 10,000 housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has grown to 180 associates with over 100 housing developments in 15 states with plans to add 4 additional states.



Being a long-term holder of its assets, MVAH puts

a major emphasis on market feasibility, planning, underwriting, and design with its development services. While MVAH is primarily focused on the growth of its portfolio it has strategically on occasion provided third-party development services. MVAH values long-term partnerships and relationships with non-profits and public agencies and will continue to try to build relationships like those with others.

MVAH has received multiple awards in recognition of its successful housing development business. We creatively approach the financing of projects, using multiple sources of funding including US Treasury Opportunity Zone program, HUD, NSP, HOME, FHLB, USDA, LIHTC and many others. MVAH has built strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure the funding, and construct high quality developments.



Ownership

MVAH Partners, founded by Brian McGeady and Michael Riechman, collectively have over 40 years of financing, developing, and managing real estate. Brian and Michael's years of experience drives MVAH to be an industry leader in the multi-family real estate sector. Whether the development methodology is new construction or acquisition/rehab, their experience and inclusive management style positions MVAH Partners to be industry leaders within the multi-family space.

Brian McGeady, Managing Partner, MVAH Development

Brian McGeady guides the internal development activities of MVAH Partners. Those primary responsibilities include strategic planning, acquisitions, feasibility analysis, construction management, and development process. Brian believes in wholistic community development and the creation of strategic housing partnerships with municipalities, non-profit, and for-profit organizations. Under Brian's leadership, the group has seen development of over 10,000 units in 15 states with plans to add 4 additional states. Brian consistently increases MVAH's development footprint year over year.



Brian's career afforded him opportunities with some of the largest companies in real estate. Companies such as Paramount Financial Group – a subsidiary of GMACCH and Miller-Valentine Group has allowed Brian to be hands on in all facets of development starting as an underwriter in 1999, Brian's experience has given him opportunity to not only work within but lead and develop strategies in project management, property management, asset management, and dispositions.

Michael Riechman, Managing Partner, MVAH Development

Michael Riechman guides the financial structuring and operating activities of MVAH Partners. Those primary responsibilities include investment, financing, property management, and corporate operations. Michael's strategic focus on financial structuring and choosing the right financial partner has spurred growth within MVAH. His leadership within the operations space and resident first focus provides a stable operating environment which has allowed MVAH to financially prosper.



Michael has been in senior management within the financial and investment space holding titles such as Senior Managing Director, Head of Equity Investments, Managing Director, and Executive Team Member most of his career. Companies include RBC Capital Markets, Centerline Capital Group, Miller-Valentine Group all of which advanced the depth of Michael's knowledge with capital raising, investment structuring, syndications, investor relations, property management, asset management, accounting, and compliance.



Development Team Members

Darren Smith – Head of Development SW Region

Throughout Darren's career, he has been successful in executing more than \$1 Billion in total development cost of multi-family housing projects throughout the country. His ability to work with non-profit, government agencies, and for-profit partners has been instrumental in his success. His experience has involved projects that included but not limited to traditional bank financing, HUD, Freddie, Fannie, and loan assumptions. Other programs essential in his success include LIHTC Section 42, Workforce Housing structures, Tax-Exempt Bond Financing, HOME funds, CDBG funds, Historic Preservation, Brownfield credits, Solar Energy credits, and city & county subordinate funds.



While developing multi-family real estate for Paramount Financial Group – a subsidiary of GMACCH and Bank of America CDC, Darren has been involved in all facets of the development process including site selection, strategic planning, feasibility analysis, site contract & acquisition, entitlements & zoning changes, negotiations with all third-party professionals. Focused on bringing projects in on-time and on-budget begins with identification of general contractors, bidding, and managing construction through completion all while strategically developing and implementing a lease-up and stabilization plan. Focused on fairness, Win-Win situations creates the best environment when issues inevitably occur. Team is always the best approach.

Within certain development environments, Darren will utilize his skill set and outreach experience as the HUB (Historically Underutilized Business) within the development. Through Auxano Development, LLC not only will Darren serve as the HUB, he will also bring his 20 plus years development experience to the Team.

Justin Gregory – Financial Analyst

Mr. Gregory is a financial analyst in the Southwest and Southeast region of the United States for MVAH Development. Justin is responsible for the underwriting and day-to-day management of lender and investor relations for developments that are headed by Darren.

Mr. Gregory has been involved with the development of over 2,000 multi-family housing units.

Justin is based in Cincinnati, Ohio and will serve as an additional point of contact for the development team and as the person who will coordinate with Investors and Lenders.



Justin holds a Bachelor of Business Administration in Economics and Finance from the University of Dayton.



Kevin Banks – Project Manager

Kevin Banks has been involved with the multifamily industry for over 25 years. He feels he has come full circle by joining MVAH Partners as a Development Director. Mr. Prior to joining MVAH, Kevin was with Miller-Valentine Group as Senior Project Manager starting in 1995. During his time with Miller-Valentine, he was responsible for managing the construction for a portion of their multifamily housing developments.

Mr. Banks has been involved with over 43 projects in several states consisting of new construction, urban infill, historic renovation, military housing, and RAD conversions. He has been involved with many aspects of the industry including working with Planning and Zoning departments, working with Building Regulations departments, leading teams in site development, building design, construction management, and project compliance including NGBS and LEED programs. Additionally, he has also coordinated projects with HUD and USDA while maintaining compliance for each entity.

Architect

BDCL

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Kirk Paisley, AIA, NCARB, CSI, CDT, LEED AP
President, Owner
Kirk.paisley@bdclarchitects.com
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BDCL Architects, PC was created to provide the highest level of Architecture support and service for MVAH Partners - one of the leading developers and managers of multifamily housing in the country. The BDCL team's experience represents a wide breadth of knowledge in the market-rate housing, workforce housing and commercial industries.



For almost 20 years, BDCL team members have been designing housing for residents which include projects across a broad spectrum of housing. This includes types such as single-family homes, townhomes, senior villas, multi-story senior & family, garden walkups, and adaptive reuse.

BDCL Architects is owned and run by Kirk Paisley while working hand in hand with project managers Angela Bates, Megan Dougherty & Kathleen Roosen. Together they utilize their combined knowledge of 39 years of experience to reach success in both tax credit awards & the completion of low-income housing tax credit projects.



Kirk Paisley, AIA, NCARB, CSI, CDT, LEED AP

Kirk is the President and Owner of BDCL Architects and runs the day to day activities of the firm. Over the past 20 years, Kirk has been working on housing projects for residents including the past 12 years focused on multifamily housing developments in 16 different states. During that time Kirk worked as a third-party consultant for the largest tax credit syndicator in Ohio serving as a construction inspector on HTC projects throughout the state. Kirk brings with this experience in multifamily housing his expert knowledge in the topics of sustainability, accessibility and building codes. He utilizes these skills to manage the BDCL team while they bring projects to fruition.

Angela Bates, Assoc. AIA

Angela has been with BDCL Architects since its inception and brings with her 6 years of experience in designing multifamily housing developments. Over that span Angela also gained experience of many housing types as she performed capital needs assessments on acquisition / rehab projects. In addition to her multifamily housing experience, Angela also utilizes her interior design skills to bring spaces to life that invigorate residents in their new homes. Angela is the lead for BDCL projects in our primary market, the Midwest.

Megan Dougherty, AIA, NCARB

Megan has been with BDCL from the beginning and uses her 8 years of experience in the commercial sector to bring a unique perspective to the team. It is this detailed knowledge of many different project types that allows Megan to effectively communicate construction detailing into every project set. Megan also is adept at working with and managing very diverse project teams which are commonplace in BDCL's multifamily housing projects. Megan oversees the projects in our Southwest and Southeast regions.

Kathleen Roosen, AIA, NCARB

Kathleen started with BDCL in March of 2019 and utilizes her knowledgebase of senior living, hotel work, and multifamily architecture combined with a personality type that excels with project details to take a commanding lead of the projects and teams she works on. Kathleen is committed to working in the multifamily housing market and excited to bringing projects to life for the residents that we serve. Kathleen manages the projects in our Northeast and Upper Midwest regions.



Leasing Team Leaders

Aly Thatcher – Director of Marketing and Leasing

Aly Thatcher oversees and directs the leasing and marketing functions for both corporate and property management with a dedicated focus on lease-up marketing and occupancy. With this dedicated focus Aly works closely with all phases and members of the development team to implement MVAH's lease-up structure. Providing input with the development time from unit turns to implantation of the initial marketing plan, leasing units, and executing move-ins. Aly's involvement in the lease-up does not end once qualified occupancy is achieved, her role also has her working with all stabilized properties to ensure continued high occupancy, successful marketing campaigns and exceptional leasing customer experience.

Aly has over 12 years of experience in residential property management leasing and marketing with a dedicated focus on lease-up properties and struggling assets. Aly broke into the property management industry with a lease-up firm that solely worked in the residential new construction lease-up focus. Prior to MVAH, Aly worked as a corporate lease-up specialist with Miller-Valentine Group, a position that she pioneered and developed into a role that leased and occupied all lease-up units. During her tenure, Aly has worked with 50 developments totaling over 3,500 units. Aly is a member of the Leadership Team that was created to put a dedicated focus on property management leasing, operations, and customer service to ensure MVAH is operating at the highest possible organizational and industry standards.

Rachel Applegate – Marketing Manager

Rachel Applegate is responsible for the inbound and outbound marketing for Corporate and the property management portfolio. These areas of expertise include content development and optimization, advertising, event planning, etc. In addition, Rachel is responsible for the development of creative marketing campaigns. Rachel assists with planning and executing initiatives to reach target audiences through appropriate channels such as social media, e-mail, radio, TV, and types of direct marketing. Furthermore, she builds and maintains relationships with new & existing vendors through searching and networking. Rachel upholds effective internal communications to ensure her colleagues are informed of marketing objectives.

Rachel marketing experience have been focused on Corporate as well as residential property management including workforce, market rate and luxury living. Rachel held other marketing positions within the real estate industry as Marketing Coordinator and Digital Media Marketing Specialist.



Asset Team Members

Property Management

Katy Wendel – Area Manager

Katy Wendel is responsible for overseeing the property management portfolio comprised of 6 regions in 15 states with over 100 properties. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. Katy assists in creating accurate budgets that increase financial performance to maximize operating income. Additional responsibilities include expense control, accounts payable, accounts receivable, payroll and capital expenditures. Katy has a passion for providing a quality living environment and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies, and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Including the time with MVAH Katy has nearly 30 years' experience in residential property management with various large multifamily development groups.

Asset Management

Diana Bernadsky – Portfolio Manager

Diana oversees multifamily housing developments from closing to stabilization. Through the process she works closely with investors and lenders and ensures that the partners have necessary documents required for financial closing, funding of equity installments to stabilization of the development.

Diana joined MVAH Partners during its inception. Prior to MVAH Partners Diana worked at Miller- Valentine Group as a Senior Project Manager in Property Management. Diana's responsibilities included the mapping of tax credit properties in conformance with the restrictive covenants and other regulatory agreement, review of proper income and rent restrictions for tax credit projects in lease-up, compliance of new tax credit projects in lease-up with all requirements of tax credit applications, project amenities, and income/rent restrictions, and assisting the compliance team with the identification of and completion of all program requirements.





Key Support Team Members

People & Culture

Nicole Roberts, SHRM-CP, PHR – Vice President of People & Culture

Nicole has over 16 years of experience in Human Resources. She is currently responsible for the overall strategy of fostering and strengthening a culture of collaboration, excellence, and initiative at MVAH Partners. Nicole has a passion for people-centric servant leadership, creating space for authenticity and connection – inspiring others to bring their best, most authentic selves to work each day. She has extensive proven experience throughout Human Resources, specifically in the manufacturing, energy, telecommunications, and veterinary and behavioral health industries.



Nicole's expertise includes HR consulting, leadership, workforce planning, building, and developing high performing teams, change management, recruitment and retention, and coaching. Most recently, Nicole was the Vice President of Human Resources for BrightView, a private equity-backed Substance Use Disorder treatment organization experiencing 200%+ growth year over year.

Nicole holds the Society for Human Resource Management – Certified Professional (SHRM-CP) credential as well as the Professional in Human Resources (PHR) certification. She is currently serving year 1 of a 2-year appointment on the board for the Ohio SHRM State Council.

Legal

Marie Boyle – Senior Vice President and General Counsel

Marie joined MVAH Partners in 2019 and is responsible for contributing to its growth and vitality by providing legal counsel and risk oversight. Marie has deep legal and business experience leading corporate transactions, commercial finance, intellectual property, mergers and acquisitions, human resources, product safety, compliance, and insurance.



Most recently, Marie was the Senior Vice President, General Counsel and Secretary for a diversified, international manufacturer, marketer, and distributor of branded consumer recreational wheeled goods. Her leadership and strategic and tactical skills were tapped to assess risk, adjust talent, develop legal strategies and structures for new business opportunities, and to manage special projects with the board and shareholders.

Prior to her last role, Marie was the General Counsel and Secretary of a privately held holding company in the industrial and consumer tool manufacturing, equipment leasing, real estate and medical devices industries. Marie was at the forefront advising management and the board through asset monetization's, corporate divestitures, and credit facility renegotiations – from multi-million unsecured credit facilities through agent asset-based lending.



Marie also practiced banking, finance, commercial, corporate and real estate law for a combined 10+ years with three large regional law firms – honing her corporate and commercial skills, and in particular, representing regional and national lenders and borrowers for commercial real estate backed construction and permanent financings, retail and corporate leasing, asset-based secured lending, and mezzanine finance for private equity company investments in acquisition targets.

Finance & Accounting Management

Patrick Hinker, CPA – Senior Vice President, Accounting, Finance & Administration

Patrick leads the accounting, finance, and administration activities of MVAH Partners and its subsidiaries. Patrick is a CPA licensed in the State of Ohio with over 17 years of experience in public accounting and in industry. He has a deep knowledge of accounting, finance, and tax matters and works diligently to stay up to date on these continually changing topics. Patrick spends his time in the organization deeply involved with monthly reporting to internal and external parties, financial planning and budgeting, development production, and process improvement.



Prior to this role, Patrick worked in public accounting for about 15 years, most recently with a large regional accounting firm with over 400 employees in three different states. Patrick focused his time leading high-quality assurance and advisory services in the following niches: real estate, manufacturing, distribution, and employee benefits plans. He was a frequent continuing education presenter and writer on these niches for both his previous firm and the Ohio Society of Certified Public Accountants.



MVAH Professional Partners

Legal

Coats Rose (Real Estate Counsel)

Matty Jones, Director

Email: mjones@coatsrose.com

14755 Preston Road, Suite 600

Dallas, TX 75254

Telephone: 972-419-8453

Accounting

Tidwell Group

2001 Park Place, Suite 900

Birmingham, AL 35203

<https://tidwellgroup.com>

205-822-1010 – Office

Reserve at Engel Road



Reserve at Engel Road offers beautiful one, two, and three bedroom apartment homes. Each spacious floor plan includes modern amenities you would expect to find in a luxury home, at affordable rental rates: a fully-equipped gourmet kitchen with energy-efficient appliances, exceptional closet space, central air conditioning, and a laundry room with full-size washer/dryer connections. Reserve at Engel Road also features a community clubhouse that boasts a fitness center; outdoor amenities include a swimming pool, playground and plenty of space to take your furry family member for a stroll!

Reserve at Quebec



Reserve at Quebec is a beautiful, pet friendly community comprised of one, two, and three bedroom garden style apartment homes. Each modern open floor plan includes a fully-equipped gourmet kitchen with energy-efficient appliances, exceptional closet space, central air conditioning, and a laundry room which includes full-size washer/dryer connections. The clubhouse features a fitness center, media room, business center, clothes care center and community room with kitchen where residents can enjoy the companionship of friends and family. Outdoor amenities include a swimming pool, picnic area and plenty of space to take your furry family member for a stroll!

Market Street Lofts



Living at Market Street Lofts means that you will be right in the heart of Downtown East Liverpool, which is the liveliest area of the city. Our spacious one and two-bedroom lofts match the theme of the neighborhood, which is made up of old industrial spaces that have been converted into modern apartments, and unique shops. You can expect to be surrounded by modernism if you live in one of the Market Street Lofts, complete with gourmet kitchens, modern fittings, and lots of natural light. Each apartment also has its very own furnace and central air-conditioning, as well as a washer and dryer.

Market Street Lofts is completely smoke-free and environmentally friendly. Here, we love and embrace your family pets and encourage owners to explore the trails along the Ohio River and the Broadway Wharf. For families and higher-education learners, we are just minutes away from Kent State University at East Liverpool, while an elementary school and a high school are both less than 1.5 miles away.

The Enclave



The Enclave at Winston-Salem boasts comfortable and spacious two and three bedroom modern apartment homes all with two full baths. Some of the amenities you will find in each home are energy efficient appliances, ceiling fans, washer/dryer connections, private entries, patios, porches, additional storage and attached garages. This beautiful community also offers a covered picnic area with grills, playground, fitness center, computer room, clothes care center, and a community room. Make The Enclave at Winston-Salem your new home today!

Regent Lofts



Regent Lofts is conveniently located in the heart of Harrisburg, Pennsylvania; the community's located in three separate buildings across the South Allison Hill area. Additionally, neighborhood retail space is located on the ground floor of the main building, providing residents with walkable access to multiple services and shopping. Regent Lofts, Fairbridge Lofts, and Hillview Townhomes features beautiful, brand new one and two bedroom garden style apartments homes, as well as three bedroom townhomes. Each spacious floor plan includes modern amenities you would expect to find in a luxury home, at affordable rental rates: a fully-equipped gourmet kitchen with energy-efficient appliances, exceptional closet space, central air conditioning, and a laundry room which includes full-size washer/dryer connections.

Francis Street Lofts



Francis Senior Lofts is a 45-unit affordable housing development that serves the senior population of Jackson, MI at 410 Francis Street just south of downtown Jackson. The property is bounded primarily by commercial uses to the east, west, and north, and residential uses to the south. The building itself contains several amenities that are desirable to seniors. The first floor contains a community room with kitchenette that allows for large gatherings and foster interaction between residents. A computer learning center and fitness room encourages residents to remain active and will allow them to age in place. Finally, the proposed site is within proximity of a variety of neighborhood amenities. While residents will be able to walk to many of these services, they also have unmatched access to public transportation. The Jackson Area Transportation Authority (JATA) maintains a bus stop directly in front of the proposed development site, allowing residents easy access to any amenities not adjacent to the site.

2010 - Current Portfolio

Year	Project Name	City	State	# of Units	Type	Total Development Cost
2020	Eastern Lofts	Grand Rapids	MI	70	New Construction	\$16,680,000
2019	Latitude Lofts	Grimes	IA	50	New Construction	\$9,900,000
2019	WoodStreet Lofts	Piqua	OH	52	New Construction	\$9,890,000
2019	Spring Street Lofts	Lima	OH	88	New Construction	\$14,940,000
2019	Wooster Lofts	Wooster	OH	52	New Construction	\$9,540,000
2019	Lincoln Lofts	Bloomington	IL	56	New Construction	\$18,330,000
2019	Forbes Manor (Madison Place)	Gastonia	NC	76	Owner Rehab.	\$10,400,000
2018	Brunswick	Brunswick	GA	84	New Construction	\$16,500,000
2018	Booneville Homes	Booneville	IN	44	New Construction	\$10,818,001
2018	Cicero Senior Lofts	Chicago	IL	62	New Construction	\$20,498,287
2018	Franklin Senior Lofts	Jackson	MI	45	New Construction	\$9,151,579
2018	Broadway Lofts	Gary	IN	32	New Construction	\$9,406,754
2018	Omega Senior Lofts	Dayton	OH	81	New Construction	\$13,587,247
2018	Oregon Senior Lofts	Dayton	OH	81	New Construction	\$13,735,443
2018	RiverWorks Lofts	Riverside	OH	61	New Construction	\$12,166,168
2018	Dewetter Two	El Paso	TX	178	Rad Conversion/Acq. Rehab	\$39,143,344
2017	Cypress Lofts	Cypress Lofts	IA	51	New Construction/Market Rate	\$9,591,632
2017	Enclave II	Winston Salem	NC	96	New Construction	\$14,351,264
2017	Hampshire Landing II	Joplin	MO	48	New Construction/Market Rate	\$7,411,024
2017	Sandoval Two	El Paso	TX	274	Rad Conversion/Acq. Rehab	\$49,934,543
2017	Cramer Three	El Paso	TX	426	Rad Conversion/Acq. Rehab	\$97,115,884
2016	4th Avenue Lofts	Clinton	IA	43	New Construction/Market Rate	\$9,233,675
2016	Carriage Trails II	Dayton	OH	43	New Construction	\$9,334,968
2016	Harrison Lofts	Muscatine	IA	52	New Construction/Market Rate	\$9,780,987
2016	Bottle Works Lofts	Fort Wayne	IN	50	Acq. Rehab.	\$14,470,142
2016	Reserve at Hagan	Whitehouse	TX	72	New Construction/Market Rate	\$12,140,501
2016	Riverside Senior Lofts	Dayton	OH	48	New Construction	\$9,287,163
2016	South Court Senior Villas	Medina	OH	40	New Construction	\$9,375,485
2016	Vine Street Lofts	Jasper	IN	62	Acq. Rehab.	\$13,680,726
2015	Reserve at Quebec	Fort Worth	TX	296	New Construction/Market Rate	\$46,875,362
2015	Centerville Senior Lofts	Centerville	IA	44	New Construction/Market Rate	\$7,334,029
2015	Keokuk Senior Lofts	Keokuk	IA	45	New Construction/Market Rate	\$7,734,561
2015	Jasper Lofts	Jasper	IN	67	New Construction	\$13,020,776
2015	Market Street Lofts	East Liverpool	OH	45	New Construction	\$9,269,398
2015	Mulberry Street Properties	Harrisburg	PA	50	New Construction	\$13,124,060
2015	Reserve at Engel Road	New Braunfels	TX	96	New Construction	\$16,325,484
2015	Southridge Senior Lofts	Des Moines	IA	52	New Construction/Market Rate	\$8,906,949
2015	Whitehouse Townhomes	Whitehouse	OH	55	New Construction	\$11,059,038
2014	Burkett Place	North Strabane	PA	48	New Construction	\$10,408,669
2014	Cape's Landing Apartments	Fayetteville	NC	96	New Construction	\$11,602,660
2014	Galena Estates	Galena	KS	40	New Construction	\$6,659,552
2014	Morton Senior Residence	Morton	IL	61	Acq. Rehab.	\$9,932,741
2014	Residences at Eagles Point	Eaton	OH	40	Acq. Rehab./Mixed Use	\$9,709,856
2014	Roosevelt Homes II	Dayton	OH	30	New Construction	\$9,466,044
2014	The Lofts at St. Joseph's	Huntingburg	IN	45	New Construction	\$8,587,910
2014	Reserve at Oak Spring	Clarksburg	WV	35	New Construction	\$7,529,956
2013	Ashley Grove Apartments	Mount Orab	OH	43	New Construction	\$7,812,082
2013	Harbor Town Senior Residence	Perrysburg	OH	69	New Construction	\$10,948,990
2013	Newton Senior Residence	Newton	IA	53	New Construction	\$8,479,362
2013	Oak Ridge Apartments	Nolanville	TX	48	New Construction	\$6,908,205
2013	Park Lofts at Huntington	Huntington	IN	59	New Construction	\$11,444,505
2013	Reserve at McAlister	Fort Worth	TX	124	New Construction/Market Rate	\$17,512,161
2013	Reserve at Spencer	Spencer	OK	54	New Construction	\$9,119,683
2013	Southwick Manor Apartments	Brunswick	OH	54	New Construction	\$9,221,866
2013	Worthington Creek Apartments	Parkersburg	WV	36	New Construction	\$6,642,530
2012	Fairway Breeze	El Reno	OK	60	New Construction	\$8,391,017
2012	Hampshire Landing	Joplin	MO	84	New Construction/Redevelopment	\$13,724,287
2012	Lofts at Roberts	Muncie	IN	83	Acq. Rehab./Mixed Use	\$15,674,979
2012	Palm House Apartments	Wooster	OH	62	Acq. Rehab.	\$8,124,139
2012	Reserve at Lakeview Landing	Huron	OH	45	New Construction	\$7,749,379
2012	Riverside Landing at Delaware Place	Delaware	OH	63	New Construction	\$11,526,178
2012	Silversage Point at Western Center	Fort Worth	TX	120	New Construction	\$17,340,454
2012	The Residences at Washington Street	Kokomo	IN	54	New Construction	\$8,539,144
2012	Twin Lakes Senior Villas	Rantoul	IL	42	New Construction	\$7,854,739
2011	Central Park Place	Columbus	IN	63	New Construction	\$9,685,606
2011	Patterson Point Senior Residence	Bloomington	IN	61	New Construction	\$10,800,244
2011	Roosevelt Homes	Dayton	OH	43	New Construction	\$9,909,484
2011	Washington Square Homes II	Dayton	OH	30	New Construction	\$7,417,022
2010	The Residency at Sylvania	Toledo	OH	51	New Construction	\$8,783,029
2010	Carriage Trails Senior Village	Huber Heights	OH	34	New Construction	\$5,969,802
2010	The Enclave at Winston-Salem	Winston Salem	NC	68	New Construction	\$10,410,488
2010	Gallatin Park Apartments	Gallatin	TN	48	New Construction	\$6,367,067
2010	Hamburg Senior Residence	Lexington	KY	62	New Construction	\$10,223,251
2010	Meadow Vista Parkside	Altoona	IA	59	New Construction	\$14,136,964
2010	Meadow Vista Senior Villas	Altoona	IA	50	New Construction	\$11,572,443
2010	One Penrose Place	Lawrence	IN	45	New Construction	\$8,082,721
2010	Summit Pointe	Lawrenceburg	IN	83	Acq. Rehab.	\$9,900,204

Active Pipeline

Origination Year	Project Name	City	State	# of Units	Close in 2020?	Type	Total Development Cost
2019	Canonsburg Senior Lofts	Canonsburg	PA	50	Yes	Adaptive Reuse	\$14,000,000
2019	Reserve at Hollywood	Atlanta	GA	288	Yes	New Construction	\$51,840,000
2019	Reserve at Douglasville	Douglasville	GA	288	Yes	New Construction	\$48,960,000
2020	Twin Oaks Commons	Ludowici	GA	40	No	Acq / Rehab	\$6,000,000
2020	Jesup Commons	Jesup	GA	81	No	New Construction	\$14,580,000
2020	Evans Commons	Evans	GA	108	No	New Construction	\$19,440,000
2020	Granview Senior Lofts	Muscatine	IA	51	No	New Construction	\$9,180,000
2020	Longwood Garden Apartments	Rockford	IL	64	No	New Construction	\$11,520,000
2020	Coldwater Senior Villas	Coldwater	MI	48	No	New Construction	\$8,640,000
2020	Hardee Village	Greenville	NC	84	No	New Construction	\$15,120,000
2020	Wayne Lofts	Woodlawn	OH	58	No	New Construction	\$10,440,000
2020	Shawnee Lofts	Lima	OH	54	No	New Construction	\$9,720,000
2020	Gateway Senior Lofts	Colerain Tsp	OH	58	No	New Construction	\$10,440,000
2020	Portsmouth Senior Lofts	Portsmouth	OH	53	No	New Construction	\$9,540,000
2020	North Six Street Lofts	Harrisburg	PA	48	No	New Construction	\$8,640,000
2020	Highpoint at Wynnewood	Dallas	TX	120	No	Reconstruction	\$24,000,000
2020	Reserve at Sulphur Springs	Sulphur Springs	TX	80	No	New Construction	\$13,600,000
2020	Reserve at Plano	Plano	TX	254	Yes	New Construction	\$39,600,000



Comprehensive Portfolio	
Project Name	Total Units
4TH AVENUE LOFTS	48
ALEXANDRA	83
ALLEGHENY POINTE	52
ASHLEY GROVE APARTMENTS	43
BOONVILLE HOMES	44
BOTTLE WORKS LOFTS	62
BURKETT PLACE	48
CAPE'S LANDING	96
CARRIAGE TRAILS SENIOR VILLAGE	34
CARRIAGE TRAILS SENIOR VILLAGE II	46
CENTERVILLE SENIOR LOFTS	44
CENTRAL PARK PLACE	63
CICERO SENIOR LOFTS	62
CYPRESS LOFTS	51
EATON SENIOR VILLAS	44
EDISON HILL COMMONS	30
ENCLAVE AT WINSTON-SALEM	68
ENCLAVE II	96
FAITH COMMUNITY HOUSING	41
FRANCIS SENIOR LOFTS	45
GALENA ESTATES	40
GALLATIN PARK APTS	48
GARDENS AT HARVEST POINT	256
HAMBURG SENIOR RESIDENCE	62
HAMPSHIRE LANDING	84
HAMPSHIRE LANDING II	48
HARBOR TOWN SENIOR RESIDENCE	69
HARMONY SENIOR VILLAGE	30
HARRISON LOFTS	52
INDIAN TRACE I	84
INDIAN TRACE II	76
JASPER LOFTS	67
JEFFERSON HOMES	40
KEOKUK SENIOR LOFTS	45
LAKE TOWNE SENIOR	43
LANDINGS @ STEELE CREEK I	72
LANDINGS @ STEELE CREEK II	48
LOFTS AT ROBERTS	83
LOFTS AT ST. JOSEPH'S	45
MADISON PLACE SENIOR	76
MALLARD GLEN	96
MARKET STREET LOFTS	45
MEADOW VISTA PARKSIDE	59
MEADOW VISTA SENIOR VILLAS	50
MORTON ESTATES	61
NEW LIMA HOMES	60
NEWTON PLACE APARTMENTS	53
NIA HEIGHTS	16
OAK RIDGE APARTMENTS	48

Comprehensive Portfolio	
Project Name	Total Units
OMEGA SENIOR LOFTS	81
ONE PENROSE PLACE	45
OREGON SENIOR LOFTS	81
PALM HOUSE APARTMENTS	62
PARK LOFTS AT HUNTINGTON	59
PATTERSON POINTE SENIOR RESIDENCE	61
PHEASANT RUN SENIOR	75
PINECREST	80
REGENT LOFTS	50
RESERVE AT ENGEL ROAD	96
RESERVE AT HAGAN	72
RESERVE AT LAKEVIEW LANDING	45
RESERVE AT MCALISTER	124
RESERVE AT OAK SPRING	35
RESERVE AT QUEBEC	296
RESERVE AT SPENCER	54
RESIDENCES AT EAGLES POINT	40
RESIDENCES AT WASHINGTON STREET	54
RESIDENZ AT SYLVANIA	51
RIDGEWOOD HEIGHTS	40
RISING AT PHOENIX	33
RIVERSIDE LANDING AT DELAWARE PLACE	63
RIVERSIDE SENIOR LOFTS	48
RIVERVIEW BLUFFS	36
RIVERWORKS LOFTS	61
ROOSEVELT HOMES	43
ROOSEVELT HOMES II	30
SILVERSAGE POINT AT WESTERN CENTER	120
SIENA VILLAGE SENIOR RESIDENCE	108
SOUTH SAGINAW HOMES I	49
SOUTH SAGINAW HOMES II	42
SOUTHRIDGE SENIOR LOFTS	52
STONE RIDGE	25
SUMMIT POINTE	83
SUNLIGHT HOMES	33
TWIN CEDARS I	36
TWIN CEDARS II	72
TWIN LAKES SENIOR VILLAS	42
VILLAS AT TWIN CEDARS	40
VINE STREET LOFTS	62
WALKERS RIDGE	84
WALNUT RIDGE SENIOR	78
WASHINGTON SQUARE	39
WASHINGTON SQUARE II	29
WATER TOWER PARK SENIOR VILLAGE	72
WAUSEON SENIOR VILLAS	48
WHITEHOUSE SQUARE SENIOR	32
WHITEHOUSE SQUARE TOWNHOMES	55
WORTHINGTON CREEK APARTMENTS	36



Generation Housing Development

Letter of Transmittal

January 10, 2020

Mona Woodard
Grant Administrator
City of Garland
Housing and Community Services
200 N. Fifth Street
Garland, TX 75046

RE: Heritage Estates at Forest Lane – Request for Resolution of Support

As a Dallas-based company, Generation Housing Partners is pleased to present our development plan and qualifications for your review. Per TDHCA rules, we respectfully request consideration of a Resolution of Support as well as a waiver of permitting fees in the amount of \$500. We very much appreciate your time and consideration.

Generation Housing is a Dallas, Texas-based developer, owner, and asset manager of Class A multi-family assets located throughout the southwest. Our company is built on relationships with communities, investors, partners, and residents. With a history of success and a depth of industry specific experience, the principals of Generation Housing have built a reputation for creating high-quality, well planned, and quality built multi-family properties. As a long-term owner, our partners have been involved in the development, construction, and management of over 4,000 units, with a capitalization value of approximately \$385,000,000. These units include multi-story apartment properties for families and seniors, senior cottages, rehabs, and adaptive reuse developments.

Generation Housing attributes its success to long standing relationships with communities, equity investors, lenders, and third-party consultants. These relationships have provided Generation Housing the ability to design, build, and manage every property effectively while maintaining its' focus on building the best possible development for each community. With over 30 years of experience, the principals of Generation Housing have dedicated themselves to being the partner of choice for innovative and active governments and institutions. Municipalities, housing authorities, Community Housing Development Organizations (CHDOs), and key institutions have chosen Generation Housing as their partner of choice when undertaking complex new projects. The result of these partnerships has created thousands of high-quality, service-enriched, affordable housing units. Additionally, these developments have been key components of community revitalization plans, economic growth, and job creation.



Generation Housing Development

We believe our success is measured by the legacy we create in the communities we serve. Generation Housing was formed from the belief that well designed, service-enriched, high quality housing benefits communities and future generations for years to come. Our development team is committed to developing the highest quality properties that provide the greatest amount of benefit to the residents and communities we serve.

Our company is excited about the opportunity to provide high-quality, service-enriched, affordable housing, for the elderly residents of Garland. Should you have any questions or concerns please do not hesitate to contact us. Thank you for your consideration.

Sincerely,

Chris Applequist
Partner, Vice President (Authorized Principal),
Generation Housing Development (GHD)
Generation Housing Partners, LLC (GHP)
17440 North Dallas Parkway
Ste. 226
Dallas, TX 75287
Chris.Applequist@ghdevelopment.com

TAB 1

Executive Summary

Heritage Estates at Forest Lane

A Mixed-Use, Mixed-Income, Senior Housing Development

Executive Summary

Name:	Heritage Estates at Forest Lane
Location:	2301 Forest Lane Garland, TX 75042
Members:	Generation Housing Development, LLC Generation Housing Partners, LLC Hilltide Partners, LLC
Owner:	TX Forest Lane 2021, Ltd.
Developer:	Generation Housing Partners, LLC
Consultant:	Purple Martin Real Estate
Architect:	HEDK Architects
Engineer:	Macatee Engineering
General Contractor:	Maker Brothers, LLC
Attorney:	Shackelford, Bowen, McKinley & Norton, LLP
Asset Manager:	Generation Housing Partners, LLC
Property Manager:	Alpha Barnes Property Management

Description: Located at 2301 Forest Lane, Heritage Estates at Forest Lane is a 67-unit, mixed-use, Class "A", senior-living development for residents age 55 and older. This development will serve multiple income bands by providing 30% AMI, 50% AMI, 60% AMI and market-rate units. As shown in the provided unit mix, 20% of the units in the development will be market-rate. Heritage Estates at Forest Lane will consist of two four-story buildings. This includes an extensive rehabilitation of the existing four-story office building as well as



the construction of a new, connected, four-story building along the eastern portion of the site. The existing office building, originally constructed in the 1950's, will be completely gutted and remodeled. The remodel will include retail and office space on the first floor along with senior residences on the



Generation Housing Development

remaining floors. The common areas and units will include an abundance of green features and all elevator served units will be ADA accessible or adaptable. Lush landscaping, lighted sidewalks, and a community garden will be incorporated into the design.

Additionally, Heritage Estates at Forest Lane will have full-time, on-site management personnel. This will include three part-time leasing agents, a full-time property manager, and a full-time maintenance person. Alpha Barnes Property Management, a Dallas-based commercial real estate management company, has been engaged for the management of the property. Generation Housing Partners will handle all asset management and will work closely with the Alpha Barnes team on all property management activities.

Mixed Use Design: In addition to providing high-quality residences for Garland's elderly population, Heritage Estates at Forest Lane will provide new retail space along a major Garland thoroughfare. This complementary design will benefit the local community, as well as the elderly residents of Heritage Estates at Forest Lane. The common areas, as well as the retail space, will be designed with a number of Green features and will be designed to fit the aesthetics of the area. Our team will work with area brokers and business leaders to find a business that will benefit the local community as well as the senior residents at Heritage Estates at Forest Lane.



Aging-In-Place: Heritage Estates at Forest Lane will be designed as an Aging In Place community. A number of units will be designed to accommodate persons with disabilities and common area amenities will have easy access to elevators. Transportation will also be available via available bus stop or the community van. The community will plan and facilitate community events in order to encourage social gatherings and provide residents with a better environment and overall sense of community. The intent of the Aging-In-Place design is to provide residents with the ability to remain in their homes for as long as possible, giving them a better sense of community and overall quality of life. An additional benefit of the location of Heritage Estates at Forest Lane is the close proximity to area health facilities. This particular location is located just over ½ mile from Baylor Medical Center at Garland, as well as a multitude of doctor's offices and medical facilities.

Market Analysis: Apartment Market Data, a Texas-based market analysis and consulting firm, has provided an initial market analysis. From their study, the sub-market indicates very strong demand for high-quality, affordable elderly housing. Additionally, the study supports the proposed income bands of



Generation Housing Development

30%, 50%, and 60%, as well as market-rate. In fact, report shows very strong demand in the sub-market with an overall capture rate of only 2.7%. This number indicates that the unmet total demand in the sub-market for elderly, affordable housing includes approximately 5,597 individuals. It should be noted that an acceptable capture rate for most lenders is typically 10% or less and a capture rate below 4% would indicate incredibly high demand for the given product type.

Unit Amenities: Units will be designed as accessible or adaptable and will incorporate an “open concept design”. Green amenities will include Energy Star Appliances, Low-flow fixtures, Low-e Windows, Low VOC paints, high R-value insulation, ceiling fans, and high efficiency HVAC units. Additional amenities will include laundry connections, faux wood flooring, open concept design, covered entries, nine-foot ceilings, microwave ovens, additional storage, and 100% masonry exterior.



Common Amenities: The development will provide an abundance of amenities for residents, which will include a community event center, theater room, computer learning center, outdoor community garden, and furnished fitness center. Alpha Barnes Property Management will coordinate fitness and nutrition classes, which will take place in the furnished community room or fitness center. Access to these amenities and classes will be provided completely free of charge to the residents.



Resident Services: Heritage Estates at Forest Lane will provide a number of services to the residents, free of charge. These services include:

- Free Transportation
- Group Shopping Trips
- Health Fair
- Health and Wellness Classes
- Fitness Classes
- Community Events and Social Gatherings



17440 N. Dallas Parkway, Ste 226
Dallas, TX 75287

TAB 2

Housing Tax Credit Application



GARLAND

9 % Low Income Housing Tax Credit Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: Heritage Estates at Forest

Property Information

Property Address: 2301 Forest Lane Garland, TX 75042	
Legal Description: John Keen Abst. 738 Page 110 TR 26	
Zoning District: IN	
Do you intend to request funding for your project through the City of Garland Grant Process? YES ☐ NO ☒	
Do you intend to request additional funding from the City for development? YES ☒ NO ☐ \$500 reduction in permitting fees per TDHCA scoring criteria.	

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name: TX Forest Lane 2020 Ltd. - Generation Housing Partners, LLC	
Address: 17440 Dallas Parkway Ste. 226	
City/State/Zip: Dallas, TX 75287	
Work Phone: (817)501-9577	Cell Phone:
Email: Chris.Applequist@ghdevelopment.com	
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES ☒ NO ☐	

Property Owner Information

Owner Name: PHP 2301 Forest LLC	
Address: 1700 Pacific Avenue Ste. 4610	
City/State/Zip: Dallas, TX 75201	DUNS Number:
Work Phone: (214)736-1437	Cell Phone:
Email: JHarris@pappasharriscapital.com	

Applicant Signature: 	
Printed Name: Chris Applequist	Date: 12-2-2020
By signing this form, the owner of the property authorizes the City- of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission -of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.	



GARLAND

9 % Low Income Housing Tax Credit / Resolution of Support Checklist

This Checklist is intended to provide the information and data that is necessary to assess the merits of the project proposal.

Incomplete applications cannot be accepted for review. If all the information noted in the "Items Required for Submittal" section of this checklist is not provided, the application may not be accepted for processing.

Items Required for Submittal	
Application Form with required fees	✓
All required City of Garland documentation on page 2 of this packet	✓
Proposed Development name, Developer/Applicable owner(s) and/or Program name to be referenced in the City Resolution	✓
If a 501(c)3 organization, a copy of the IRA Letter of Determination	
Letter of Project Intent with Detailed Information listed below:	✓
Detailed Information	
Location Map of the Property	
Site Development:	
• List the number of units.	✓
• List the breakdown of rental rates by unit and income restrictions.	✓
• Will rental rates change over time and how are they determined?	✓
• How many accessible units are included?	✓
• If the development includes market-rate units, do these units differ from the income-restricted units in any way?	✓
• List the amenities included in individual units as well as those for the entire site	✓
• Describe energy efficiency components that will be installed	✓
Background of the development company and management company	
• Have there been any changes in company names or reorganizations?	✓
• History of similar projects and complexes managed	✓
• How many tax credit and/or HOME projects have you developed and managed?	✓
Financial:	
• List the funding sources to be used	✓
• List any past or current funding programs (state or federal) for which the property is under contract (USDA, Section 8, Etc.)	✓
• Provide the anticipated breakdown of the development costs.	✓
• Will the site be tax exempt after development?	✓
• What is the affordability period required for this project?	✓
• Provide a Pro Forma statement for the project.	✓
• Will this development require extensive capital improvements?	✓
Please list any additional information or letters that you will be requesting from the City of Garland for the TDHCA application requirements.	.

Scoring for Low Income Housing Tax Credit Application

Developer Name:	<u>Generation Housing Partners</u>
Project Location:	<u>2301 Forest Lane</u>
Number of Units:	<u>67</u>
Percentage Affordable:	<u>79%</u>
Age Restricted:	<u>100%</u>
Market Rate Percentage	<u>21%</u>

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

<u>Maximum Available Points:</u>	<u>100</u>
---	------------

<u>Development Type - Maximum 35 points</u>	<u>35</u>
--	-----------

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points
Rehabilitation of Existing Multifamily Complex = 25 points
New Construction of Multifamily = 5 points

<u>Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points</u>	<u>5</u>
---	----------

Yes = 5 points

<u>TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points</u>	<u>5</u>
---	----------

Yes = 5 points

<u>Access to DART Transportation - Maximum 5 points</u>	<u>5</u>
--	----------

0 -.50 miles = 5 points
.51 - 1 miles = 2 points
Over 1 mile = 0 points

<u>Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points</u>	
---	--

0-.50 mile = 10 points
.51 miles to 1 mile – 5 points

	<u>5</u>
--	----------

<u>Mixed Income Developments - Maximum 10 points</u>	<u>5</u>
---	----------

30% or more Market Rate Units = 10 points
20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

5
Not zoned but compatible

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

5

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

5

Community Support - Maximum 10 points

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

10

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

5

TOTAL Application Points

90

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

TAB 3

Site Development

TABULATIONS

SITE AREA: 1.9 AC.

UNIT TABULATION:

1 BEDROOM: 32 UNITS (47.76%)

2 BEDROOM: 35 UNITS (52.24%)

TOTAL: 67 UNITS

● 35.26 UNITS/ACRE

PARKING TABULATION:

SURFACE PARKING: 122

TOTAL: 122 SPACES

● 1.82 PARKING/UNIT

● 1.20 PARKING/BED

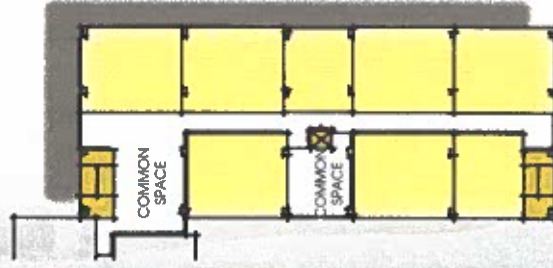
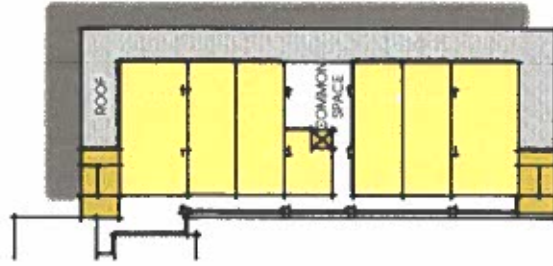
*118 PARKING REQUIRED
(1.5P/1BD + 2P/2BD)

1ST FLOOR

GOLD STREET

2ND AND 3RD FLOORS

4TH FLOOR



HECK
ARCHITECTS

CONCEPTUAL DESIGN ONLY. NOT FOR CONSTRUCTION.

GHD GARLAND SENIOR SCHEMATIC SITE PLAN

Garland, Texas

29.11.2021
(310)





Generation Housing Development

Site Development: Heritage Estates at Forest Lane includes the renovation of an existing, dilapidated, office building. The building has been vacant due to a structure fire. While the building has been inspected and is structurally sound, there are a number of outdated systems that will need to be removed and upgraded. Additionally, all asbestos and mold has been remediated and removed from the building. Renovations to the existing building's mechanical systems will include a new fire suppression system, new elevators, new stairwells, new HVAC units, new plumbing, wiring, and alarm systems. The additional building, located along the eastern portion of the tract, will also have state-of-the-art mechanical and life-safety systems. These will include elevators, fire suppression, alarm systems, high-efficiency HVAC units, and smart lighting.

The development will include retail space along the frontage, as well as a leasing center and community amenities on the first floor. Additional community amenities, such as a theater room, and storage, will be located in the basement. The development will include 67 units, located on all floors of both buildings. These will include 32 one-bedroom units and 35 two-bedroom units. The income mix is shown below. Also, it should be noted at 30% of the units are set aside as market-rate. Market-rate units will be priced based on the market and area demand. Affordable units will be adjusted annually to remain in-line with the published area median incomes. All units will be designed with the same amenities regardless of whether they are affordable or market-rate.

Type of Unit	Income Level Served	# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.
TC 30%	30%	3	1	1	725	2,175
TC 50%	50%	11	1	1	725	7,975
TC 60%	60%	12	1	1	725	8,700
TC 30%	30%	3	2	2	1,001	3,003
TC 50%	50%	11	2	2	1,001	11,011
TC 60%	60%	13	2	2	1,001	13,013
Rent Restricted Total		53				45,877

Market Rate	6	1	1	725	4,350
Market Rate	8	2	2	1,001	8,008
Market Rate Total	14				12,358
Employee/Owner Occupied¹					0
Total Units	67				58,235

The development will include 5% of the units for ADA/mobility impaired residents and 2% of the units will be set aside for residents with sensory impairments. Additional units will be designed to be ADA adaptable and will be made adaptable as needed, free of charge. Additionally, common space, amenities, and retail space will be ADA accessible. Transportation will be provided to the residents via an ADA accessible van. Management personnel will help facilitate transportation for the residents.



Generation Housing Development

Unit Amenities: Green amenities will include Energy Star Appliances, Low-flow fixtures, Low-e Windows, Low VOC paints, high R-value insulation, ceiling fans, and high efficiency HVAC units. Additional amenities will include laundry connections, faux wood flooring, open concept design, covered entries, nine-foot ceilings, microwave ovens, additional storage, and 100% masonry exterior.



Common Amenities: The development will provide an abundance of amenities for residents, which will include a community event center, theater room, computer learning center, outdoor community garden, and furnished fitness center. Alpha Barnes Property Management will coordinate fitness and nutrition classes, which will take place in the furnished community room or fitness center. Access to these amenities and classes will be provided completely free of charge to the residents.



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TAB 4

Company History



Generation Housing Development

Company History: Generation Housing is a Dallas, Texas-based developer, owner, and asset manager of Class A multi-family assets located throughout the southwest. Our company was built on relationships with communities, investors, partners, and residents. With a history of success and a depth of industry specific experience, the principals of Generation Housing have built a reputation for creating high-quality, well planned, and quality built multi-family properties. As a long-term owner, our partners have been involved in the development, construction, and management of over 4,000 units, with a capitalization value of approximately \$425,000,000. These units include multi-story apartment properties for families and seniors, senior cottages, rehabs, and adaptive reuse developments. As a Dallas-based company, our team is uniquely positioned to maximize the value of this property for community stakeholders in the City of Garland. In addition, our team has a proven track record of providing financially sound development plans by leveraging a variety of local, state and national financing sources, including assembling financing for LIHTC, bond, and mixed-income housing.

With over 30 years of experience, the principals of Generation Housing have dedicated themselves to being the partner of choice for innovative and active governments and institutions. Municipalities, housing authorities, Community Housing Development Organizations(CHDOs), and key institutions have chosen Generation Housing as their partner of choice when undertaking complex new projects. The result of these partnerships has created thousands of high-quality, service-enriched, affordable housing units. Additionally, these developments have been key components of community revitalization plans, economic growth, and job creation.

TDHCA Experience: As a Dallas-based development company, the partners of Generation Housing have decades of experience with Texas Department of Housing and Community Affairs. Generation Housing has a stellar reputation and has been recognized as a leader in creating innovative and forward-thinking developments throughout the State of Texas. Below is a list of some of Generation Housing's recent developments.

Generation Housing - Recent Developments

Property	Address	Type	Financing	Units
Heartland Village	749 Wildcat Way, Sulphur Springs, TX 75482	New Construction	9% LIHTC	80
Windy Ridge Apartments	10910 Ranch Road 620, Austin, TX 78762	New Construction	9% LIHTC	120
Emma Finke Villas	1101 E. Kennedy Street, Beeville, TX 78102	RE-HAB	9% LIHTC / HOME / USDA	76
The Estates at Ellington	635 Genoa Bluff, Houston, TX 77034	New Construction	9% LIHTC	72
Trails of Brady	1915 Nine Road, Brady, TX 76825	New Construction	9% LIHTC / USDA	72
Reserve at Engel	135 Engel Road, New Braunfels, TX 78132	New Construction	9% LIHTC	96
Amber Stone Apartments	210 East Crocket Street, Beeville, TX 78102	New Construction - MF	9% LIHTC / HOME	54
Estates at Shiloh	2649 Cenerville Road, Dallas, TX	New Construction	4%/HOME/CDBG	264
Estates at Rockwell	7400 North Rockwell Avenue, Oklahoma City, OK 73132	New Construction	9% LIHTC	68
Heritage Estates at Huntsville	1932 American Legion Dr., Huntsville, TX 77320	New Construction - MF	9% LIHTC / NHTF	48
Heritage Estates at Big Spring	120 Air Base Road, Big Spring, TX	New Construction - MF	9% LIHTC	68
Heritage Estates at Owen Tech	14011 Owen Tech Blvd. Austin, TX	New Construction - MF	4% LIHTC / NHTF	174
Heritage Heights at Abilene	2501 Ross Avenue, Abilene, TX	New Construction - MF	9% LIHTC / NHTF	48
The Trails at Abilene	801 East 27th Street, Abilene, TX	New Construction - MF	9% LIHTC	48

The following pages include spotlight Generation Housing developments.

17440 N. Dallas Parkway, Ste 226
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Spotlight Developments

The Reserve at Engel New Braunfels, TX

Background: Located in the Texas Hill Country of New Braunfels, The Reserve at Engel is a 96-unit, mixed-income, Class "A", service-enriched, family development. In 2014, the principals of Generation Housing began discussions with city leadership and the Director of Economic Development to discuss solutions to address the city's severe lack of affordable housing. The City of New Braunfels had seen an influx of industrial and service-related jobs however, housing production for low-to-mid income residents had virtually stopped. Additionally, the City of New Braunfels had very limited funds available to help to address the housing shortage. Through a collaborative effort with the City of New Braunfels, in conjunction with MVG, a plan was created to address the housing shortage. In 2015, the City of New Braunfels unanimously approved the development. The Reserve at Engel was completed in 2017 and fully leased in three months, with a waiting list of over 250 people.



Unit Amenities

Low-flow Fixtures

Faux Wood Plank Flooring

High Efficiency HVAC

Covered Entry

Patio

Additional Storage

Open Floor Plan

Granite-Style Counter Tops

Pre-Wired Cable/Internet

Common Amenities

Resort Style Pool

Computer Learning Center

Fitness Center

BBQ Grills

Club Room

Gazebo



Estates at Shiloh ***Dallas, TX***

Background: In 2018, after many years of consideration, the City of Dallas finalized their Comprehensive Affordable Housing Policy. As a component of the policy, the city outlined requirements to receive gap funding for affordable housing developments. The city issued a Notice of Funding Availability (NOFA) to allow developers to competitively apply for the available funds. Generation Housing submitted Estates at Shiloh, a 264-unit, mixed-product, Class "A", senior living community. This development consists of 40 townhomes, 224 congregate units, and two separate club houses. Approximately 20 national developers applied for funding and only three development teams were selected. Generation Housing was the highest scoring applicant and received \$4.3M in soft funding.



Unit Amenities

Low-flow Fixtures

Faux Wood Plank Flooring

High Efficiency HVAC

Energy Star Appliances

Patio

Additional Storage

Open Floor Plan

Granite-Style Counter Tops

Pre-Wired Cable/Internet

Common Amenities

Theater Room

Resort Style - Beach Entry Pool

Walking Paths

Elevators

Fitness Center

Commercial Kitchen

Dog Park

Social Café

Elevated Gardens

Party Room

Interior Corridors

Business Center



Windy Ridge *Austin, TX*

Background: In 2012 Generation Housing met with the City of Austin's economic development staff to discuss the lack of affordable housing in the northwest quadrant of the city. Home prices were continually increasing, multifamily land was being purchased by market-rate and condominium developers, and mid-to-low income residents were being forced to move to tertiary markets. To compound the issue, the northwest section of the City of Austin sits squarely on top of the Edwards Aquifer recharge zone, a delicate and environmentally sensitive area of the region. Generation Housing conducted an in-depth



analysis of the area to determine the feasibility of a number of development sites. Due diligence included an Environmental Phase 1 Report, Geologic (KARST) Features Analysis, Engineering Feasibility Study, Geotechnical analysis, Boring Sampling Analysis, Impervious Coverage Survey Analysis, Density Study, and Drainage Filtration and Detention Analysis. The final development plan was submitted and approved in 2013 and consisted of 120 units for families and seniors. This Class "A" property was fully leased up in two months, with a waiting list of approximately 300 people.

Unit Amenities

Low-flow Fixtures

Faux Wood Plank Flooring

High Efficiency HVAC

Energy Star Appliances

Patio

Additional Storage

Open Floor Plan

Granite-Style Counter Tops

Pre-Wired Cable/Internet

Common Amenities

Playground

Pool

Media Room

Fitness Center

Business Center

Classroom

Open Green Space

Party Room

Outdoor Picnic Area



Estates at Ellington ***Houston, TX***

Background: Estates at Ellington is a 72-unit, Class "A", family, development in southeast Houston. This portion of Houston benefits from high paying jobs and feeds into the highly ranked Pasadena ISD. Recognized by TDHCA as a High Opportunity Area, this development site has excellent access to public transit, retail, restaurants, medical facilities, jobs, and great schools. The development team worked with a number of local non-profit 501(c)3 organizations to garner support for the development. The development plan was submitted and approved for housing tax credits in 2013 by the Texas Department of Housing and Community Affairs. The Estates at Ellington was fully leased in approximately 3 months and continues to have a waiting list of qualified potential residents.



Unit Amenities

Low-flow Fixtures

Faux Wood Plank Flooring

High Efficiency HVAC

Energy Star Appliances

Patio

Additional Storage

Open Floor Plan

Granite-Style Counter Tops

Pre-Wired Cable/Internet

Common Amenities

Playground

Pool

Lush Landscaping

Fitness Center

Business Center

Open Green Space

Community Room / Kitchen



TAB 5

Development Financials



Generation Housing Development

Development Financials: The Heritage Estates at Forest Lane is anticipated to include 9% housing tax credits, construction loan, a 35-yr mortgage, and a developer loan to the project. The ownership entity will be a for-profit limited liability company and will pay full property tax. Below includes the Sources and Uses, Proforma, and Construction Cost Schedule. The following financials are preliminary and subject to change.

The Estates at Forest Lane Tax Credit Development

Garland, Texas

67 Multi-Family Units

PROJECT BUDGET

Prepared for the City of Garland By:

GHP

Project Developer

Dallas, Texas

November 5, 2020

Garland Mixed-Use Seniors 67 Units- 1-10-2021

SUMMARY SOURCES AND USES OF FUNDS					
All sources and uses of funds should be summarized here and be detailed on the Financing Participants and Project Cost Schedule forms. Where funds such as tax credits, loan guarantees, bonds are used only the proceeds going into the project should be identified here so that sources match uses.					
SOURCE OF FUNDS					
SOURCE #		PRIORITY OF LIEN	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	FINANCING PARTICIPANTS
1	Conventional Loan/FHA	1	\$ 11,627,784	\$ 5,225,000	Bellwether - Freddie
2	Bridge Loan				
3	Interest Income				
4	Soft Funds				
5	Housing Trust Fund				
6	CDBG Funds - City				
7	Mortgage Revenue Bonds				
8	LIHTC Syndication Proceeds		\$ 867,976	\$ 8,679,757	Berkshire - AHP
9	Historic Tax Credit Syndication Proceeds				
10	USDA/ TXRD Loan(s)				
11	Tax Exempt Bonds				
12	HOME/HFC Funds	2	\$ -	\$ -	Developer
13	AHP Grant				
14	Private Loan or Grant				
15	In-Kind Contribution				
16	Developer Loan	3		\$ 216,101	
17	SHORTFALL				
TOTAL SOURCES OF FUNDS			12,495,760	14,120,858	
USES OF FUNDS					
DESCRIPTION			CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	EXCLUSIVE USE FINANCING PARTICIPANT ¹
1	Land Acquisition		\$ 1,805,000	\$ 1,805,000	
2	Existing Building Acquisition		\$ -	\$ -	
3	Off-Site Construction Cost		\$ -	\$ -	
4	Sitework Construction Cost		\$ 1,005,000	\$ 1,005,000	
5	Hard Construction or Rehabilitation Cost		\$ 5,823,375	\$ 5,823,375	
6	Contractor's General Requirements		\$ 409,702	\$ 409,702	
7	Contractor's Overhead		\$ 136,567	\$ 136,567	
8	Contractor's Profit		\$ 409,702	\$ 409,702	
9	Construction Contingency		\$ 389,217	\$ 389,217	
10	Indirect Construction Costs		\$ 1,118,870	\$ 1,118,870	
11	Developer's / Other Fees		\$ 373,250	\$ 1,493,000	
12	Interim Financing Cost		\$ 844,625	\$ 844,625	
13	Permanent Financing Cost		\$ -	\$ 139,500	
14	Other Financing Costs		\$ 113,450	\$ 113,450	
15	Guarantee Fee		\$ 67,000	\$ 67,000	
16	Reserves		\$ -	\$ 365,849	
17			\$ -	\$ -	
TOTAL USES OF FUNDS			12,495,760	14,120,858	

Garland Mixed-Use Seniors 67 Units- 1-10-2021

RENT SCHEDULE

The rent and utility limits available at the time the application is submitted should be used to complete this form. Gross Rent cannot exceed the HUD maximum rent limits. The unit mix and net rentable square footages should be consistent with the: "Populations Served" section of the application, site plan and architectural drawings. Unit types should be entered from smallest to largest based on "# of Bedrooms", then within the same "# of Bedrooms" from lowest to highest "Tenant Paid Rent/Unit".

"Type of Unit" designation should be one or more of the following based on the unit's rent restrictions: Tax Credit (TC50%) or (TC60%), HOME High (HH) or Low (LH), Housing Trust Fund (HTF), 501 (c) (3) Mortgage Revenue Bond (MRB), Community Development Block Grant (CDBG), Other (OT) (describe any "Other" restrictions on an attached sheet). For units funded under more than one program, the "Income Level Served" should be the most restrictive - for example a LH and TC50% would be "50%".

Type of Unit	Income Level Served	# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Gross Rent	Tenant Paid Utility Allow.	Tenant Paid Rent/Bed	Total Monthly Rent
		(A)	(B)		(C)	(A) x (C)	(D)	(E)	(C) - (D) = (F)	(A)x(B)x(F)
TC 30%	30%	3	1	1	725	2,175	485	42	443	1,329
TC 50%	50%	11	1	1	725	7,975	808	42	766	8,426
TC 60%	60%	12	1	1	725	8,700	970	42	928	11,136
TC 30%	30%	3	2	2	1,001	3,003	582	55	527	1,581
TC 50%	50%	11	2	2	1,001	11,011	970	55	915	10,065
TC 60%	60%	13	2	2	1,001	13,013	1,164	55	1,109	14,417
Rent Restricted Total		53				45,877				46,954

Market Rate	6	1	1	725	4,350		1,250	7,500
Market Rate	8	2	2	1,001	8,008		1,350	10,800
Market Rate	0	3	2	1,263	0		1,300	-
Market Rate	0	3	2	1,263	0		0	-
Market Rate	0	3	2	0	0		0	-
Market Rate Total		14			12,358			18,300
Employee/Owner Occupied¹					0			-
Total Units		67			58,235			65,254
+ Non Rental Income Source #1		5	per unit/month for:		describe: Deposit Forfeitures, Misc.			300
+ Non Rental Income Source #2		5	per carport/month for:		describe:			300
+ Non Rental Income Source #3		5	per unit/month for:		describe: Cable, Laundry			300
= POTENTIAL GROSS MONTHLY INCOME								66,154
- Provision for Vacancy & Collection Loss					% of Potential Gross Income: 7.50%			4,962
- Rental Concessions								
= EFFECTIVE GROSS MONTHLY INCOME								61,192
x 12 = EFFECTIVE GROSS ANNUAL INCOME								734,309

ANNUAL EXPENSES 357,255

NET OPERATING INCOME 377,054

Garland Mixed-Use Seniors 67 Units- 1-10-2021

PROJECT COST SCHEDULE

TOTAL PROJECT SUMMARY

Total Development Cost	Eligible Basis	
	Acquisition	New/Rehab.

ACQUISITION

Site acquisition cost
Existing building acquisition cost
Closing costs & acquisition legal fees
Other²: (Additional 2 Acres)

1,800,000		
5,000		
0		
\$1,805,000	\$0	\$0

Subtotal Acquisition Cost

³ (Additional Cost Paid by Contingency if needed)

OFF-SITES

Off-site concrete
Storm drains & devices
Water & fire hydrants
Off-site utilities
Sewer lateral(s)
Off-site paving
Off-site electrical
Other²: (specify)

\$0	\$0	\$0

Subtotal Off-Sites Cost

SITE WORK⁴

Demolition
Rough grading
Fine grading
On-site concrete
On-site electrical
On-site paving
On-site utilities
Decorative masonry
Bumper stops, striping & signs
Landscaping
Pool and decking
Athletic court(s) and/or playground(s)/ Gardens
Fencing
Other²: Entry Gates & Gazebos

0		
122,208		79,435
55,778		47,411
44,019		44,019
90,450		90,450
180,900		180,900
158,489		158,489
22,110		22,110
22,512		22,512
113,063		90,450
90,450		90,450
34,673		34,673
30,150		30,150
40,200		40,200
\$1,005,000	\$0	\$931,248

Subtotal Site Work Cost

DIRECT CONSTRUCTION COSTS*:

HARD COSTS

Concrete
Light weight concrete
Masonry
Metals
Carpentry
Waterproofing
Insulation
Roofing
Sheet metal
Electrical
Plumbing

467,627		467,627
66,970		66,970
195,670		195,670
36,106		36,106
1,222,935		340,000
16,306		16,306
93,758		93,758
141,511		141,511
9,900		9,900
570,703		570,703
552,068		552,068

Garland Mixed-Use Seniors 67 Units- 1-10-2021

HVAC	331,940		331,940
Doors	132,776		132,776
Windows	101,329		101,329
Glass	12,812		12,812
Lath & plaster	57,070		57,070
Drywall	494,998		494,998
Tile work	37,853		37,853
Acoustical	0		0
Resilient or other flooring	106,570		106,570
Carpeting	115,888		115,888
Painting & decorating	187,517		187,517
Specialties	64,641		64,641
Cabinets	259,728		259,728
Appliances	163,058		163,058
Fireplaces	0		0
Carports or garages	34,233		0
Accessory buildings	291,175		291,175
Elevator	0		0
Lead-Based Paint Abatement	0		0
Asbestos Abatement	0		0
Other ² : (specify) Cameras / Project Signage	58,235		58,235
Subtotal Hard Costs	\$5,823,375	\$0	\$4,906,206
OTHER CONSTRUCTION COSTS			
General requirements (<6%)	409,702		350,247
Contingency	389,217		389,217
Contractor overhead (<2%)	136,567		116,749
Contractor profit (<6%)	409,702		350,247
Other ² : Prime GC Fee (sales tax exemption)			0
Subtotal Direct Const. Costs	\$1,345,190	\$0	\$1,206,461
INDIRECT CONSTRUCTION COSTS⁴			
Architectural - Design fees	250,000		250,000
Architectural - Supervision fees	40,000		40,000
Engineering fees	235,370		235,370
Housing consultant fees ⁵	0		0
Real estate attorney/other legal fees	85,000		85,000
Accounting fees	15,000		15,000
Impact Fees	50,000		50,000
Building permits & related costs	35,000		35,000
Appraisal	0		0
Market analysis	8,000		8,000
Environmental assessment	7,500		7,500
Soils report	14,000		14,000
Survey	12,000		12,000
Marketing	45,000		
Course of construction insurance	85,000		85,000
Hazard & liability insurance	40,000		40,000
Real property taxes(Tax Exemption)	22,000		22,000
Personal property taxes	0		0
Soft Cost Contingency	50,000		50,000
Other ² : (specify) F.F. & E. & Plan Printing	125,000		125,000
Subtotal Indirect Const. Cost	\$1,118,870	\$0	\$1,073,870
DEVELOPER FEES⁴			
General & administrative	597,200		537,745

Garland Mixed-Use Seniors 67 Units- 1-10-2021

Profit or fee	895,800		806,617
Subtotal Developer's Fees	\$1,493,000	\$0	\$1,344,362
FINANCING:			
CONSTRUCTION LOAN(S)⁴			
FINANCING:			
CONSTRUCTION LOAN(S)			
Interest	500,000		500,000
Loan origination fees	150,000		150,000
HUD / FHA Exam / Application Fee	0		0
HUD / FHA Mtg. Ins. Premium	0		0
Inspection Fees	0		0
Financing Fee	0		0
Placement Fee	0		0
Title & recording fees	130,625		130,625
Closing costs & legal fees	0		0
Inspection fees	24,000		24,000
Letter of Credit Fee	0		0
Discount Points	0		0
Other ² : Third Party Reports	15,000		15,000
Other ² : (specify) Lender's Attorney	25,000		25,000
PERMANENT LOAN(S)			
Loan origination fees	104,500		
Title & recording fees	10,000		
Closing costs & legal	25,000		
Rate Lock Fee			
Credit report			
Discount points			
Credit enhancement fees			
Prepaid MIP			
Other ² : (specify) Third Party Reports			
Other ² : (specify) Guarantee Fee			
BRIDGE LOAN(S)			
Interest	0		0
Loan origination fees	0		0
Title & recording fees	0		0
Closing costs & legal fees	0		0
Other ² : (specify)	0		0
Other ² : (specify)	0		0
OTHER FINANCING COSTS			
Tax credit fees	60,000		
Tax and/or bond counsel			0
Payment bonds			
Performance bonds			0
HFC Loan Fees	0		
HFC Application Fee and Costs	0		
HFC Interest	3,450		
Syndication organizational cost	50,000		
Tax opinion			
Credit Enhancement Insurance			0
Subtotal Financing Cost	1,097,575	0	844,625
RESERVES			
Rent-up	30,000		
Operating			

Garland Mixed-Use Seniors 67 Units- 1-10-2021

Initial Operating Reserve	335,849		
Warehousing Fee			
Working Capital Account			
Special Reserve Account			
Replacement	67,000		
Subtotal Reserves	\$432,849	\$0	\$0

TOTAL DEVELOPMENT COSTS	14,120,858	0	10,306,772
- Commercial Space Costs			
TOTAL RESIDENTIAL COSTS	\$14,120,858		

Deduct From Basis:

Fed. grant proceeds used to finance costs in eligible basis			
Fed. B.M.R. loans used to finance costs in eligible basis			
Non-qualified non-recourse financing			
Non-qualified portion of higher quality units (42.(d)(5))			
Historic Credits (residential portion only)			
Total Eligible Basis	\$0	\$10,306,772	
High Cost Area Adjustment (100% or 130%)		130.00%	
Total Adjusted Basis	\$0	\$13,398,804	
Applicable Fraction ⁸	100%	79.10%	
Total Qualified Basis	\$10,599,054	\$0	\$10,599,054
Applicable Percentage ⁹		9.00%	
Owner's Req Credits/ State's Award	\$953,915	\$0	\$953,915
Actual Tax Credits Awarded			1,500,000

Concrete	\$	534,597	<8%	\$	1,128,256.58
Windows and Doors	\$	234,105			
Thermal and Moisture Protection	\$	110,064			
HVAC and Plumbing	\$	884,007			
Finishes	\$	1,445,393			

Garland Mixed-Use Seniors 67 Units- 1-10-2021

RENTAL HOUSING OPERATING PROFORMA																
35 YEAR OPERATING PROFORMA																
INCOME	RENTAL PER 1 OF 60%.....	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
POTENTIAL GROSS ANNUAL RENTAL INCOME		\$783,046	\$798,709	\$814,883	\$830,877	\$847,586	\$864,548	\$881,838	\$899,478	\$917,486	\$935,815	\$954,531	\$973,622	\$993,084	\$1,012,956	\$1,033,215
Secondary Income		10,800	11,018	11,236	11,461	11,680	11,824	12,183	12,408	12,654	12,907	13,185	13,408	13,687	13,971	14,250
POTENTIAL GROSS ANNUAL INCOME	90	\$793,846	\$809,725	\$825,919	\$842,438	\$860,267	\$876,472	\$894,002	\$911,882	\$930,119	\$948,722	\$967,696	\$987,050	\$1,006,791	\$1,026,927	\$1,047,466
Provision for Vacancy & Collection Loss (7.5%)																
Rental Concessions																
EFFECTIVE GROSS ANNUAL INCOME	90	\$734,308	\$746,688	\$763,875	\$779,255	\$794,640	\$810,737	\$828,852	\$843,491	\$860,300	\$877,568	\$895,118	\$913,021	\$931,282	\$949,956	\$969,009
EXPENSES																
General & Administrative Expenses		\$29,040	\$29,911	\$30,809	\$31,733	\$32,685	\$33,665	\$34,675	\$35,716	\$36,787	\$37,891	\$39,027	\$40,196	\$41,404	\$42,648	\$43,928
Management Fee		36,715	37,817	38,951	40,120	41,324	42,563	43,840	45,155	46,510	47,905	49,343	50,823	52,347	53,918	55,535
Payroll, Payroll Tax & Employee Benefits		95,000	97,850	100,788	103,809	106,923	110,131	113,435	116,838	120,343	123,953	127,672	131,502	135,447	139,511	143,698
Repairs & Maintenance		61,000	62,630	64,306	66,029	67,791	69,593	71,435	73,317	75,240	77,204	79,209	81,256	83,346	85,480	87,658
Electric & Gas Utilities		30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,898	38,003	39,143	40,317	41,527	42,773	44,058	45,378
Water, Sewer & Trash Utilities		30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,898	38,003	39,143	40,317	41,527	42,773	44,058	45,378
Annual Property Insurance Premiums		18,750	17,253	17,770	18,300	18,852	19,418	20,000	20,600	21,218	21,855	22,511	23,186	23,881	24,596	25,330
Property Tax		52,000	53,690	55,167	56,822	58,529	60,282	62,091	63,953	65,872	67,848	69,884	71,880	73,140	75,364	78,055
Reserve for Replacements		18,750	17,253	17,770	18,300	18,852	19,418	20,000	20,600	21,218	21,855	22,511	23,186	23,881	24,596	25,330
Other Expenses, Supportive Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ANNUAL EXPENSES	90	\$357,255	\$367,873	\$378,012	\$389,383	\$402,084	\$414,157	\$428,692	\$439,379	\$452,581	\$468,137	\$485,121	\$494,625	\$509,381	\$524,642	\$540,381
NET OPERATING INCOME	90	\$377,054	\$381,022	\$394,863	\$398,872	\$392,556	\$396,580	\$400,370	\$404,112	\$407,800	\$411,430	\$416,886	\$418,496	\$421,921	\$425,286	\$428,625
DEBT SERVICEING																
1st Dead of Trust Annual Ln Pmt.		\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443	\$314,443
HOME Funds (0.25% Interest)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dev Fund Loan Payment (3% Interest)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Annual Required Payment:																
NET CASH FLOW	90	\$63,611	\$66,579	\$79,420	\$74,429	\$78,513	\$82,137	\$85,927	\$89,659	\$93,357	\$96,989	\$100,443	\$104,054	\$107,478	\$110,833	\$114,182
Debt Coverage Ratio - 1st Item		1.20	1.21	1.22	1.24	1.25	1.26	1.27	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36
Debt Coverage Ratio - All Items		1.20	1.21	1.22	1.24	1.25	1.26	1.27	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36

TAB 6

Zoning Confirmation Letter



GARLAND

PLANNING

Generation Housing Development, LLC
Chris Applequist
17440 Dallas Parkway
Suite 226
Dallas, TX 75287

RE: Zoning Verification Letter
Property Identified as 2301 Forest Lane, Garland, Texas

Dear Mr. Applequist:

This letter is to confirm that the above referenced property is zoned Industrial (IN) District with a Specific Use Provision 09-03 for a Medical Clinic. Additionally, a zoning map is attached indicating the location of the property and the zoning district. The land use matrix listing the uses for this district can be found at <http://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=garlandgdcset>.

For any violations you may contact Building Inspection at 972-205-2300. If further information or assistance is needed, please contact the Planning Department at (972) 205-2445.

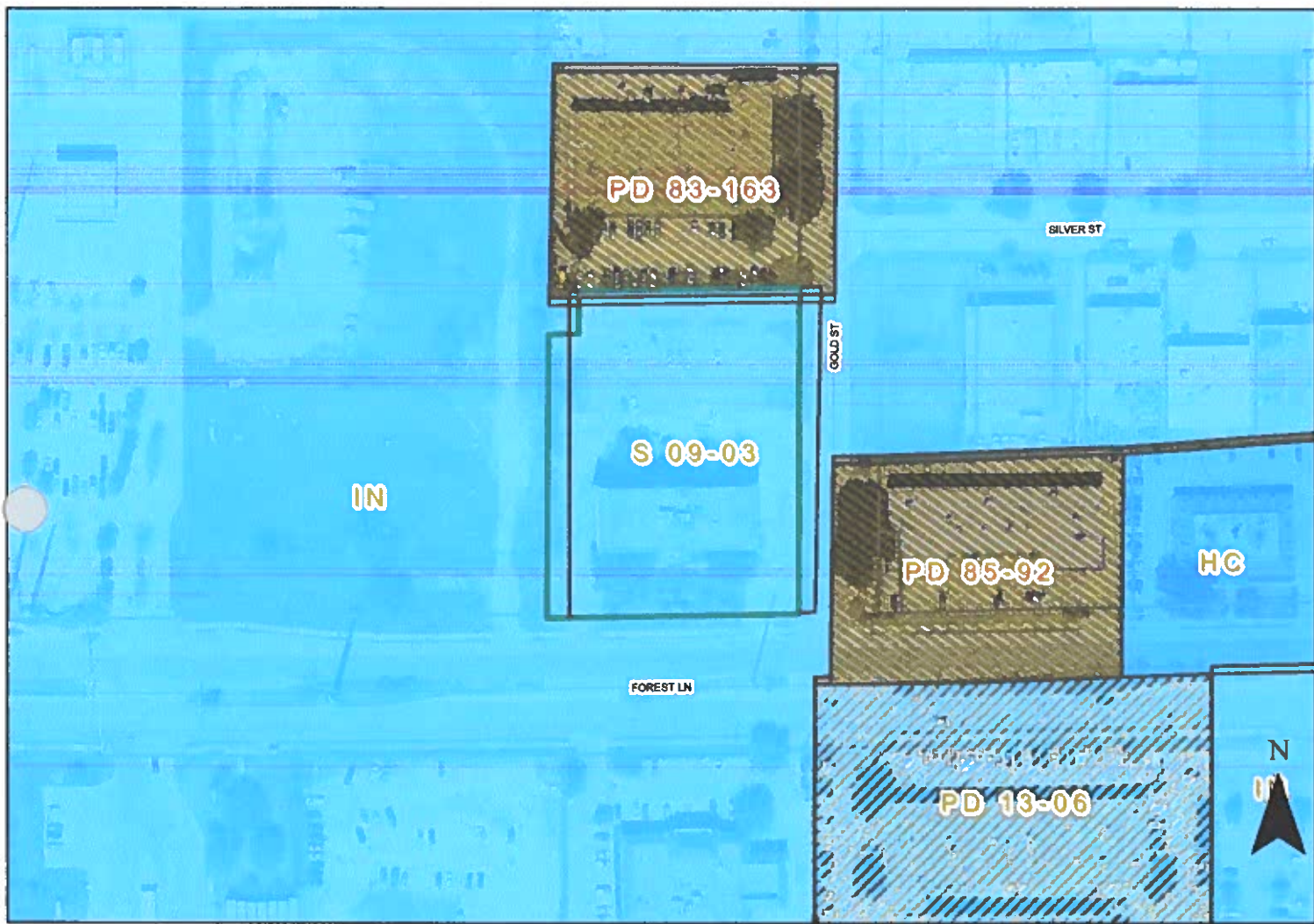
Sincerely,

Denise Phillips

Denise Phillips
Planning Technician
Planning Department
City of Garland

Encl. Zoning Map for Subject Site
Request Letter and Receipt

P.O. BOX 469002
GARLAND, TX 75046-9002



0 90 180 Feet
1 inch = 125 feet

2301 Forest Lane



INDICATES AREA
OF REQUEST

ORDINANCE NO. 6296

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR A MEDICAL CLINIC ON A 1.81-ACRE TRACT OF LAND ZONED INDUSTRIAL-1 (I-1) DISTRICT, LOCATED AT 2301 FOREST LANE, SUITE 200; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 12th day of January, 2009, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Golden Clinic Services, LLC** and

WHEREAS, The City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

Now, therefore, **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, that:**

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for a Medical Clinic on a 1.81-acre tract of land zoned Industrial-1 (I-1) District, located at 2301 Forest Lane, Suite 200, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3.

Ordinance No. 4647, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

Section 4.

Violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

FILE NO. 09-03

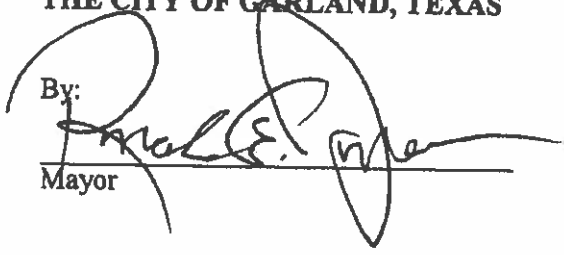
Section 5.

This Ordinance shall become and be effective on and after its adoption and publication as required by law.

PASSED AND APPROVED this 17th day of February, 2009.

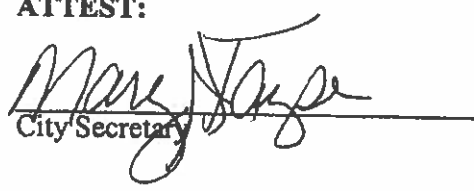
THE CITY OF GARLAND, TEXAS

By:



Mayor

ATTEST:



City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 09-03

Being a 1.81-acre parcel of the 2.4-acre lot identified as Lot 1, Block A, Forest Tower Addition, an addition to the City of Garland, Dallas County, Texas; said property recorded in Volume 88043, Page 2252, Plat Records of Dallas County, Texas. This property is located at 2301 Forest Lane, Suite 200.

EXHIBIT A

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 09-03

2301 Forest Lane (Suite 200)

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit a Medical Clinic on the subject property.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Industrial-1 (I-1) District set forth in Section 29 and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for an unlimited time period and shall be tied to **Golden Clinical Services LLC**.
 - B. Site Plan: The site plan shall be in general conformance with Exhibit C.

EXHIBIT B

TAB 7

Conformance with City's Consolidated Plan



Generation Housing Development

Conformance with Consolidated Plan: Heritage Estates at Forest Lane addresses a number of the goals and objectives outlined in the city's consolidated plan.

Affordable Housing for the Elderly: As noted in the consolidated plan, 21% of Garland's elderly population are cost-burdened by housing expenses. The urgent need for affordable housing is further reinforced by the market study provided by Apartment Market Data Services. For this particular development, the study identified over 5,500 elderly residents, in the immediate submarket, that were cost burdened by housing cost. This demand was further reflected in the extremely low capture rate of just 2.7%.

By providing elderly residents with access to high-quality, affordable housing options, more single family residences will become available for young families. Many elderly residents remain in dilapidated, single family homes because of the exceedingly high cost of market-rate senior living facilities. With the ability to sell their home and move into an affordable, service-enriched, class A, senior-living community, young families will then have the opportunity to purchase entry level homes and raise their families in the City of Garland.

Provide Healthy and Attractive Neighborhoods: The building, located at 2301 Forest Lane, is currently a dilapidated, vacant building. Due to a structure fire, the building has fallen into sever disrepair and is an eyesore for the surrounding area. The renovation of this building will require millions of dollars in construction costs and will transform this building from a Class "C" asset to a Class "A", mixed-use community.

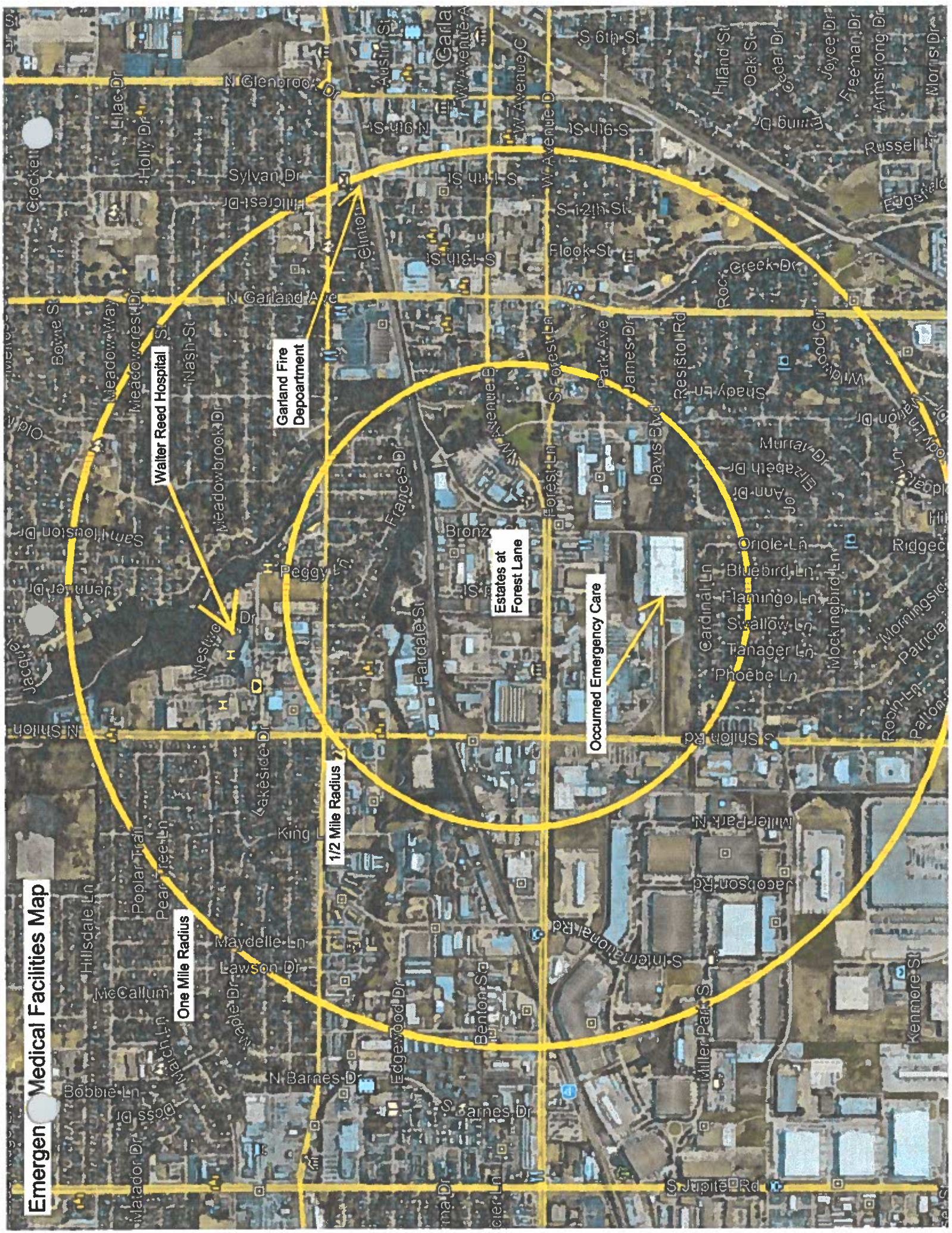
Provide Economic Opportunity: As a mixed-use development, Heritage Estates at Forest Lane will provide retail space for new businesses as well as employment opportunities for management personnel. The retail space will be competitively priced and will include an abundance of green design elements and state-of-the-art construction materials. It is anticipated that a local vendor, café, yoga studio, or boutique retail store could easily utilize the space.

Provide Public Services to the Elderly: Heritage Estates at Forest Lane will provide transportation services for elderly and special needs residents. The community will have an ADA accessible van and will help to coordinate transportation to medical appointments, shopping, and other activities. By providing housing and transportation, elderly and disabled residents will have easy and dependable transportation throughout the entire city. It should also be noted that Heritage Estates at Forest Lane is located adjacent to the existing DART bus stop.

TAB 8

Vicinity Maps

Emergency Medical Facilities Map

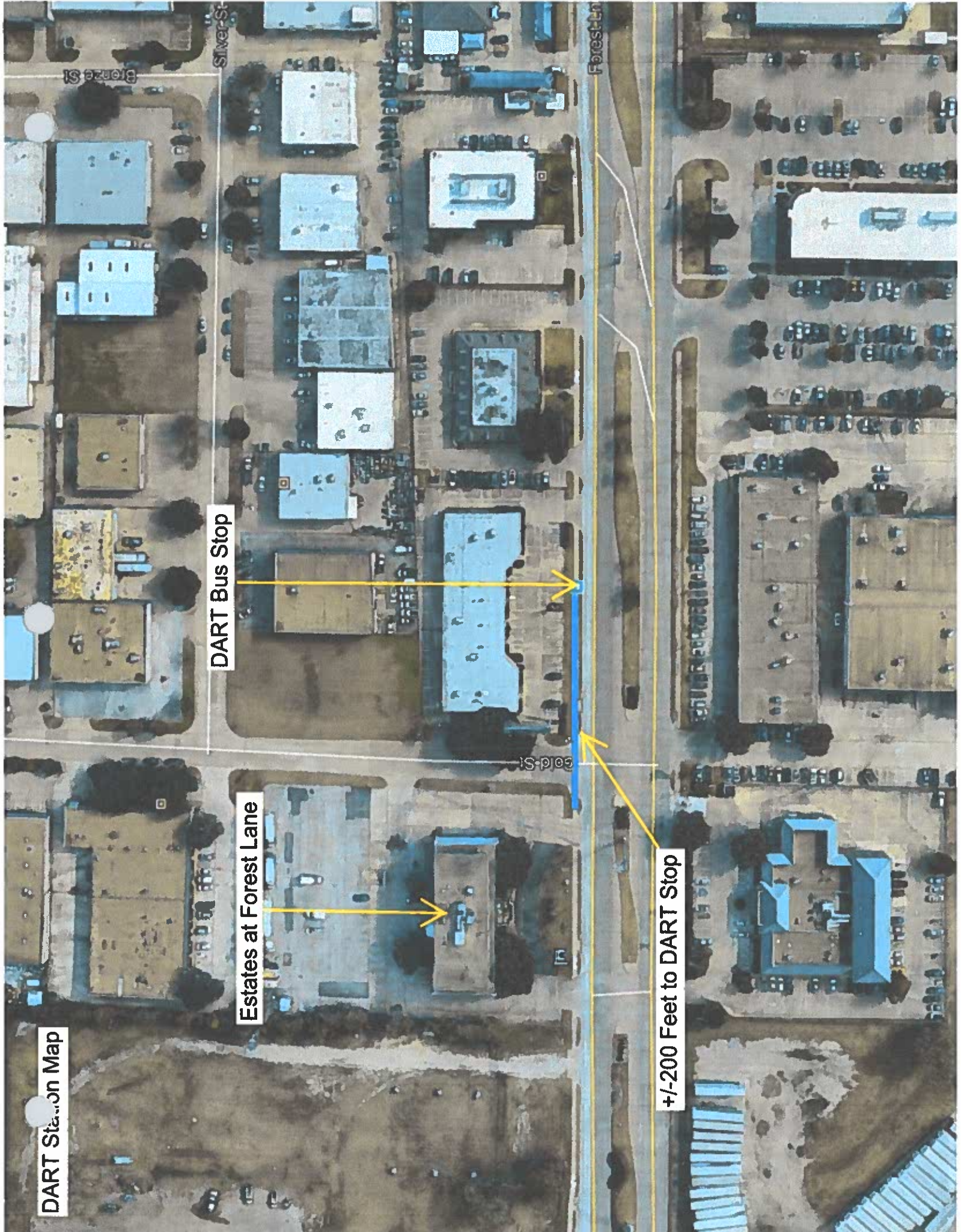


DART Station Map

Estates at Forest Lane

DART Bus Stop

+/-200 Feet to DART Stop



TAB 9

Preliminary Market Study

APARTMENT MARKET DATA, LLC

CONSULTANTS, ECONOMISTS, ANALYSTS

December 19, 2020

Mr. Chris Applequist
Generation Housing Development, LLC
17440 Dallas Parkway, Suite 226
Dallas, Texas 75287

Re: Preliminary Analysis
Garland Senior Apartments
Garland, Texas

Greetings:

Per your request, we have conducted a preliminary demand analysis for the Garland, Dallas County, Texas market. A final analysis would be provided in a full market study.

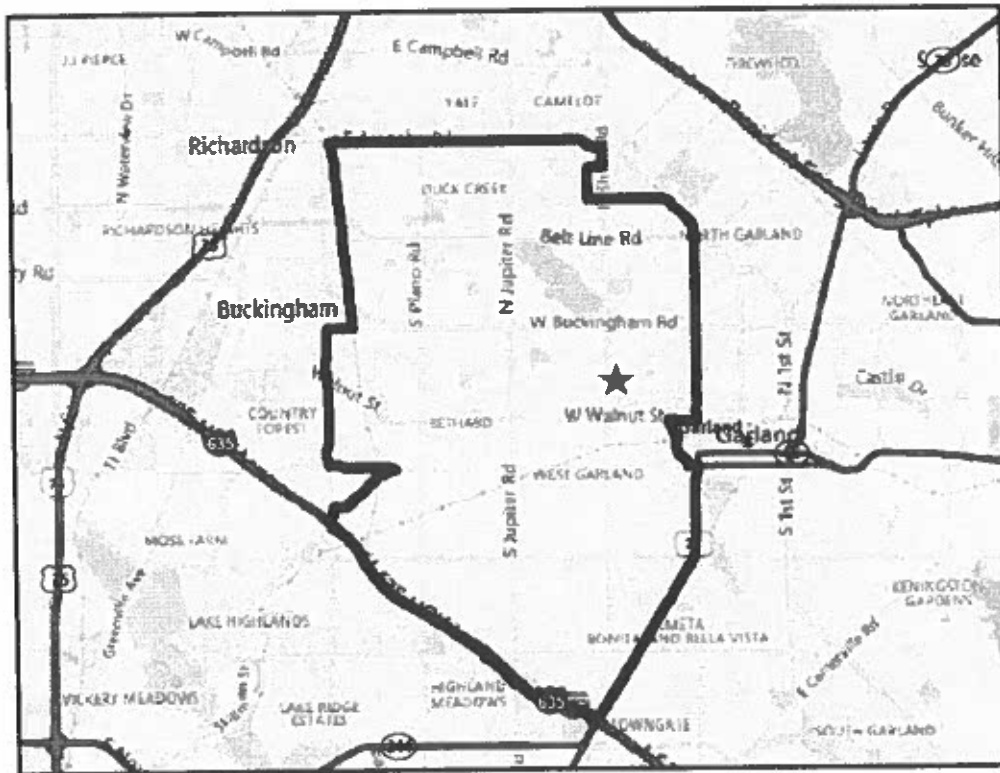
For this preliminary analysis, we utilized a "primary market area" encompassing 20.57 square miles. These boundaries follow the census tracts listed:

Census Tracts	Census Tracts	Census Tracts	Census Tracts
481130185.01	481130185.06	481130186.00	481130189.00
481130190.04	481130190.13	481130190.14	481130190.18
481130190.19	481130190.20	481130190.21	481130190.23
481130190.24	481130190.28	481130190.29	481130190.32
481130190.33	481130190.39		

20475 Hwy. 46 West
(210) 530-0040

Suite 180 - PMB 416
Fax (210) 340-5830

Spring Branch, Texas 77080
www.aptmktdata.com



This area was used as it complies with the definition of a “Primary Market Area” (PMA) as defined by the Texas Department of Housing and Community Affairs (TDHCA). The analyst expects additional demand to come from outside of the PMA.

HOUSEHOLD DEMAND

The MapInfo demographics estimate the demand growth for new senior rental units to be 74 units per year. The HISTA data suggests that the growth for new senior rental units will be 134 units per year.

FORECAST APARTMENT HOUSEHOLD DEMAND TABLE - ANYSITE

YEAR	2020	2021	2022	2023	2024
DEMAND	74	74	74	74	74

FORECAST APARTMENT HOUSEHOLD DEMAND TABLE - HISTA

YEAR	2020	2021	2022	2023	2024
DEMAND	134	134	134	134	134

GAP DEMAND – HOUSEHOLD GROWTH BASED

According to our sources, there are no other senior projects known to be under construction, in lease-up, or in planning within the Primary Market Area.

“FAMILY GAP DEMAND” FUTURE DEMAND NET AGAINST FUTURE SUPPLY

		2020-2024	2020-2024
Data Source		MapInfo	HISTA
Total Demand 2020 to 2024		371	672
New Supply	Total	93% Stabilized	93% Stabilized
Projects in Lease-up	0	0	0
Projects Under Construction	0	0	0
Projects in Planning			
Garland Senior Living - LIHTC	122	113	113
Subject	60	56	56
Total Supply Change In Market	182	169	169
Net Gap In Supply and Demand		252	731

Based on the estimates provided by MapInfo and HISTA data, the market would readily absorb the proposed new units as well as those currently in planning over the next five years.

Additionally, evidence suggests that LIHTC projects tend to derive most of their demand from households already living in the area. The “Overall Capture Rate” calculation in found 5,010 senior households that are income qualified. Thus in our mind, this project is feasible even without the additional growth in the number of renter households.

CAPTURE RATES

ELIGIBLE HOUSEHOLDS BY INCOME

HH Size	30% of AMI		50% of AMI		60% of AMI	
	Min	max	min	max	min	max
1	\$11,640	\$18,120	\$19,392	\$30,200	\$23,280	\$36,240
2	\$11,640	\$20,700	\$19,392	\$34,500	\$23,280	\$41,400
3	\$13,968	\$23,280	\$23,280	\$38,800	\$27,936	\$46,560
4	\$13,968	\$25,860	\$23,280	\$43,100	\$27,936	\$51,720

CALCULATION OF REQUIRED INCOME

Unit Type	Income Type	Subject Rent	Utility Allowance	Total Rent	Max. Rent	Annual Income Req.	Annual Income Cap.
1-1	30%	\$ 435	\$ 50	\$ 485	\$ 485	\$ 11,640	\$ 20,700
1-1	50%	\$ 758	\$ 50	\$ 808	\$ 808	\$ 19,392	\$ 34,500
1-1	60%	\$ 920	\$ 50	\$ 970	\$ 970	\$ 23,280	\$ 41,400
2-2	30%	\$ 517	\$ 65	\$ 582	\$ 582	\$ 13,968	\$ 25,860
2-2	50%	\$ 905	\$ 65	\$ 970	\$ 970	\$ 23,280	\$ 43,100
2-2	60%	\$ 1,099	\$ 65	\$ 1,164	\$ 1,164	\$ 27,936	\$ 51,720

The following table summarizes the overall capture rate, capture rate by AMGI band, as well as the individual capture rate by unit type. As shown, the calculations of the capture rates are below the maximum allowable under the TDHCA underwriting guidelines.

Unit Size	2020 Demand	2021-2022 Growth Demand	External Demand (10%)	Total Demand	Subject Units	Comparable Unstable Units	Inclusive Capture Rate
Overall	5,010	78	509	5,597	60	92	2.7%
30% Band	2,206	15	222	2,443	6	10	0.7%
50% Band	819	24	84	927	24	37	6.6%
60% Band	1,985	40	202	2,227	30	45	3.4%
1 BR/30%	781	-2	78	857	2	5	0.8%
1 BR/50%	237	6	24	267	14	32	17.2%
1 BR/60%	891	21	91	1,003	13	14	2.7%
2 BR/30%	473	5	48	526	4	5	1.7%
2 BR/50%	163	9	17	189	10	5	7.9%
2 BR/60%	952	29	98	1,080	17	31	4.4%

SUMMARY

Based on our preliminary analysis, the proposed project will be readily accepted by the market.

Sincerely,

Rick Proffer

Rick Proffer, CAPS, CPM
Market Analyst



GARLAND

Housing Tax Credit Resolution Application Packet

Revision: 1/2020



GARLAND

9% Housing Tax Credit Resolution of Support Application

**CC: Project Superintendent- Scott Stout
Operations Manager- Donnie Volentine
Director of Field Operations- Doug Dahnke
HUD Inspector Representative- Gerald Hines**

Attachments: Rockwell Finish Schedule 01/11



12655 N. Central Expressway / Suite 420 / Dallas, Texas 75243
T (214) 373 1180

September 10, 2020

Generation Housing Development, LLC
17440 Dallas Parkway
Suite 226
Dallas, TX 75287

Attn: Chris Applequist

RE: Professional Services Agreement
Art House Lofts at Westmoreland
Dallas, Texas

Dear Mr. Applequist:

Macatee Engineering, LLC ("Macatee" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to Generation Housing Development, LLC (the "Client" or the "Owner") to provide consulting engineering and design services for the referenced project. The following scope of services and fees are based on discussions with the Client and previous documents provided by the Client.

PROJECT UNDERSTANDING

We understand that the Client is interested in the development of the +/- 7.2-acre property within Dallas City Block D/6116 of the Santa Fe Industrial District of Terminal Building Corporation of Texas Subdivision, bounded by Westmoreland Avenue on the west, Glenfield Street on the north, Hansboro Street on the south and a rail spur on the east. There are multiple engineering tasks to be performed to assist in the design of this project.

The following Scope of Service represent the services that are anticipated to meet the Client needs for the proposed development.

SCOPE OF SERVICES

Task 1 - Base Services

Preliminary Planning

Macatee will assist the Client in reviewing and developing a site layout in partnership with the Architect, which is anticipated to include the project site and ancillary improvements that are consistent with the requirements of the City's development requirements. For the purposes of this proposal, Macatee has assumed that the site plan will be geometrically accurate and in general conformance with the City's requirements. This task includes assisting the Architect and Owner in the preparation of one layout and one revision to the layout and any associated meetings and correspondence. This task includes a total of 20 hours of effort.

Civil Engineering Construction Plans

Macatee will prepare one set of civil engineering construction plans (Site Plan) for the site infrastructure. The plans will include site improvements for three building pads and a detention pond within the 7.2 acres. Any separate improvements proposed within the surrounding streets and offsite will require additional services. Revisions to the plans based on City review comments will be performed by Macatee under the Site Plan Processing task or the Civil Engineering Construction Plans task, as appropriate. The plan set will consist of the following sheets:

- Cover Sheet
- Existing Conditions and Demolition Plan
- Dimension Control & Paving Plan

Macatee will prepare a dimension control plan to be used for the buildings, parking lot and detention pond layout. This plan will show distances ties to property lines for construction purposes. This plan will not show any building detail beyond the "building pad" level. The corners for the slab foundation will generally be set first; this information will be used in our plans based on accurate line work provided by the Architect. Macatee will show ADA requirements for handicap signage and striping as per the architectural site plan. It is assumed that the project architect will handle TDLR, TAS, and other handicap access submittals.

- Paving Plan Details

City standard details will be referenced as appropriate. Macatee will prepare a sheet with site-specific details as necessary.

- Grading Plan

Macatee will prepare a grading plan for the site showing contours and spot elevations for buildings and parking areas. Grading of sidewalks will be indicated on this plan.

- Drainage Study

Macatee will prepare a drainage study report in accordance with the Drainage Design Manual. This report is a requisite for submitting civil engineering plans for permit.

- Storm Drainage Plan / Drainage Area Map

Macatee will prepare a drainage area map and storm drainage plan for the site indicating areas draining to each existing and proposed inlet, in accordance with the proposed grading plan for the site. The drainage area map and storm drain plan will be submitted for review to the City.

- Detention Calculations / Pond Plan

Historically, the City's existing drainage infrastructure is significantly undersized. Macatee will perform detention calculations and design detention pond to satisfy the requirements in the City's Drainage Design Manual.

- **Details**

The City of Dallas has extensive standard details for paving, water, sanitary sewer and storm sewer for civil site construction. Where available, City details will be used or referenced.

- **Water/Wastewater Plan**

Macatee will prepare an on-site water and wastewater plan for the project. The plans will show the water and wastewater to within five feet of the building. This task does not include any offsite utility design that may be required due substandard (undersized or overaged) water and/or wastewater mains; these services will be provided as additional services.

- **Erosion Control Plan**

Macatee will prepare an erosion control plan that specifies the minimum BMP's for the site showing the construction entrance, silt fence, rock berms, and inlet protection as required to City code. The TCEQ-mandated SWPPP will be prepared by others.

- **Signage & Marking Plan**

Macatee will prepare a signage and marking plan for the surrounding public rights-of-way and for onsite driveway connections to them. Internal signage and marking will be prepared by the project architect.

Rezoning Process

This proposal assumes the property rezoning process, including preparation of necessary documents, will be performed by others. Macatee will work with team members during this process and provide civil engineering support as necessary. For the purpose of this proposal, this task will be invoiced on an hourly basis and we anticipate our effort will include assisting with the original submittal plus two rounds of comments, totaling 40 hours of effort.

Site Plan Approval Process

This proposal assumes the Site Plan process will be carried out by others. We believe it appropriate for the Site Plan to be prepared by the project architect. Macatee will work with team members during this process and provide civil engineering support as necessary. For the purpose of this proposal, this task will be invoiced on an hourly basis and we anticipate our effort will include assisting with the original submittal plus two rounds of comments, totaling 48 hours of effort.

Meetings and Coordination with Jurisdictional Staff

Macatee will be available on an hourly basis in support of the rezoning and site plan approval processes. Examples of this effort are meetings with applicable review and permitting authorities, meetings with the Client, and providing additional maps/studies other than mentioned above to support approvals. For the purposes of this proposal, this task shall be provided on an hourly basis and includes 20 hours of effort. If additional hours are necessary, they will be billed per the hourly rate schedule attached to this proposal.

Franchise Utility Coordination

Macatee will coordinate with franchise utility companies (electricity, telephone, gas, and cable) in an effort to determine how they could provide service to the site and coordinate relocation of any existing services, if required. This task includes coordination only – no design of private utility infrastructure or service is included. For the purposes of this proposal, this task shall be provided on an hourly basis and includes 30 hours of effort. If additional hours are necessary, they will be billed per the hourly rate schedule attached to this proposal.

Construction Phase Services

Macatee will provide professional construction phase services as specifically stated in this task as directed by the Client per the hourly rate schedule attached. These tasks will be provided on an hourly basis due to the unknown level of effort required at this time.

Pre-Construction Conference: Consultant will attend the Pre-Construction Conference prior to commencement of Work at the Site as requested by the Client.

Visits to Site and Observation of Construction: Consultant will provide intermittent on-site construction observation services during the construction phase. Consultant will make visits as requested by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Macatee have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders: Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 2 - Surveying and Environmental

Surveying and environmental consulting will be provided by others under separate contracts with the Owner.

Replat Coordination

According to Scott Holt, Chief Surveyor for City of Dallas, the property is platted as Block D in the Terminal Building Corporation of Texas Industrial District addition. However, according to this plat the property does not have a lot designation. If a replat is required to create a legal building site, we assume the replat documents will be prepared by others under separate contract with the Owner.

Platting in Dallas requires that a registered surveyor prepare and submit the plat document. In addition to the specific plat, the applicant must submit additional documents with the plat documents. Significant coordination is required to carry the plat from submittal through recording. Macatee will provide the coordination necessary to make proper plat submittals, work through departmental releases, secure signatures prior to recording, and then recording the final plat. In our experience, the plat approval process takes approximately one year to complete. For the purposes of this proposal, this task shall be provided on an hourly basis and includes 40 hours of effort. If additional hours are necessary, they will be billed per the hourly rate schedule attached to this proposal.

Easement and Legal Document Preparation and Processing

Easements may be required during the site development process. Public easements will be dedicated by plat, if applicable, and will not require separate paperwork. Easements that are dedicated or abandoned by separate instrument generally fall into two categories – public and private – and will require survey exhibits be prepared. All survey exhibits will be prepared by a surveyor under separate contract with Owner. The dedication and abandonment documents for public easements will be prepared by the City. Macatee will work with the City Real Estate and City Attorney departments to facilitate the execution of these public easements. For private easements, Macatee will prepare the easement dedication and abandonment documents for each separate proposed legal document and coordinate the execution and recording of these documents. This task will be performed on a per each easement, legal document or application basis.

Improvements, Utility, Topographic and Tree Survey

Macatee will utilize our own survey crew to obtain improvements, utilities, topography and trees in and around the property for design purposes, including the following:

- All existing substantial features and improvements will be located. This includes buildings, parking areas, striping, driveways, sidewalks, top of curb and gutter, islands, light poles, dumpster enclosures, patios, mechanical enclosures, and over hangs.
- Topographic information will be tied to State Plane Coordinates and an official City benchmark. Macatee will provide contour lines representing the surface of the existing ground at one-foot intervals. Spot elevations will be provided at inverts, top and face of curbs, sidewalk ramps and building corners.
- Observed locations of existing utilities including electric and communications lines, water, wastewater, storm drains, gas, and franchise utility facility appurtenances as well as inverts, flow lines, and pipe sizes where accessible. Service lines will be based on the location of surface expression of the utilities and records drawings provided by the Client. Texas 811 markings of subsurface utilities that are in place at the time our field work will also be located. This part of the proposal does not include subsurface utility engineering such as pot holing or excavating.
- Macatee will perform a tree survey of the property. All trees having a diameter of 8" or greater will be shown. The tree species shown on the survey will reflect field identifications made by survey crew personnel. This fee does not reflect effort by an arborist or other expert consultant should make the final determination of tree types and conditions.

A drawing of the surveyed areas and a CAD file will be provided showing the above information at a scale of 1" = 30" or larger on a 36" x 24" sheet.

Task 3 - TDHCA Related Tasks

Site Investigation & Feasibility Report for TDHCA

Macatee will assist in preparing the Feasibility Report for the subject site. We propose to provide information related to civil engineering items required as part of the feasibility study to the Texas Department of Housing and Community Affairs (TDHCA). Macatee will assist Client in preparation of any additional exhibits or letters required as part of the feasibility study.

Conceptual Site Plan for TDHCA

The Conceptual Site Plan required by TDHCA will be prepared by the project architect. Project-specific information such as building layout, parking layout, site amenities and drive aisles will be designed and provided by the project architect. Upon receipt of this information, Macatee will prepare a Conceptual Civil Engineering Site Plan for the site to incorporate the proposed improvements and perform the preliminary civil engineering design for the plan to include, but not be limited to, existing topographic contours, approximate building finished floor elevations, potential drainage and detention facilities, water/wastewater utilities, and potential retaining walls. Macatee will prepare this plan one (1) time and will respond to one (1) set of reasonable Client review comments. This plan will not be submitted to the City for their review and approval, nor will Macatee revise this plan to accommodate City or jurisdictional authority review comments. Macatee will provide a copy of the Conceptual Civil Engineering Site Plan to the Client for inclusion with the TDHCA Tax Credit application package.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Macatee during the project, including but not limited to the following:

- Electronic copies of all plans and surveys previously prepared for the project in AutoCAD format;
- Updated Title Report;
- Access to Property;
- Executed Copy of this Agreement.

ADDITIONAL SERVICES

Any items requested that are not specifically noted in the above scope will be considered additional services and will be provided as requested and authorized by the Client. Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Macatee can provide the following services or assist in selecting consultants to perform them; however, they are not included in the limited scope of this Agreement:

- Landscaping & Irrigation Design;
- Structural Wall Design;
- Traffic Impact Analysis;
- Traffic Control Plan;
- Variances or Waivers to code requirements;
- Water and wastewater system analysis to determine capacity or condition of existing facilities;
- Offsite Water or Wastewater Extensions;
- Any required existing easement vacations or modification;
- License Agreements;
- Offsite roadway improvements;
- Developer Agreement assistance;
- Geotechnical Engineering;
- Stormwater Pollution Prevention Plan;
- Flood study, FEMA CLOMR/LOMR, and/or Submittals;
- Bid Phase Services;
- Any item not specifically noted in this agreement.

This list is included not only to clarify what is included in this scope of services, but to make the Client/Owner aware of other project needs that could be met by Macatee Engineering LLC, if requested and authorized.

FEE AND EXPENSE

Macatee will perform the tasks labeled LS on a lump sum basis, and the tasks label HR on an hourly basis. The services in this agreement will be billed as follows:

<u>Task No.</u>	<u>Task Description</u>	<u>Fee</u>	<u>Type</u>
Task 1	Base Services		
1.1	Preliminary Planning	\$ 4,500	LS
1.2	Civil Engineering Construction Plans	\$ 80,000	LS
1.3	Rezoning Process	\$ 6,000	HR
1.4	Site Plan Approval Process	\$ 7,200	HR
1.5	Meetings & Coordination with Jurisdictional Staff	\$ 6,000	HR
1.6	Franchise Utility Coordination	\$ 4,000	HR
1.7	Construction Phase Services	<u>By Request</u>	HR
	Subtotal	\$ 107,700	

Task 2 Surveying & Environmental

2.1	Replat Coordination	\$ 5,000	EA
2.2	Easement & Legal Doc Preparation & Processing	\$ 1,800	EA
2.3	Improvements, Utility, Topo and Tree Survey	<u>\$ 6,500</u>	LS
	Subtotal	\$ 13,300	

Task 3 TDHCA Related Tasks

3.1	Site Investigation Report for TDHCA	\$ 8,000	LS
3.2	Conceptual Site Plan for TDHCA	<u>\$ 3,000</u>	LS
	Subtotal	\$ 11,000	

Macatee will submit PDF's to Client and architect for inclusion in submittals. If paper or mylar plots are necessary, bond plots will be billed at \$2.00 per sheet and mylar plots will be billed at \$10.00 per sheet. For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Interim project billing will be monthly and such billings will be due and payable within 30 days of date on invoice. In the event invoices are not paid monthly, we will add monthly interest to the outstanding balance at a rate of 1.5% per month assessed from the due date. Please be advised the Consultant is not a Contingent Partner on this project. As such the Consultant will be paid in full for all Professional Services rendered.

INSURANCE

Macatee Engineering is insured by Everest National Insurance Company. Our coverage limit is \$1,000,000 for each claim, \$1,000,000 annual aggregate. Our deductible is \$5,000 per claim.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to the General Terms and Conditions contained in Attachment "A" and the Hourly Rates contained in Attachment "B", which are incorporated by reference and attached hereto. As used in this Agreement and in the General Terms and Conditions, "Macatee Engineering LLC", "Macatee" and "Consultant" shall refer to Dayton Macatee Engineering, LLC, and "Client" and "Owner" shall refer to **General Housing Development, LLC**.

Macatee, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to: _____

General Housing Development, LLC
Art House Lofts at Westmoreland
Page 10

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this Agreement in the space provided below and return a copy to our attention. This Agreement is guaranteed to be valid for 180 days from the date of this letter. Any services commenced after this period may be subject to a fee adjustment.

We appreciate the opportunity to provide these services to you. Please contact us at (214) 373-1180 should you have any questions regarding this agreement.

Sincerely,
DAYTON MACATEE ENGINEERING, LLC



Dayton C. Macatee, P.E.
Managing Member

Attachments: Attachment "A" – General Terms and Conditions
Attachment "B" – Hourly Rates

Agreed to on this _____ day of _____, 2020.

General Housing Development, LLC

By: _____

(Printed Name)

ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS

Dayton Macatee Engineering, LLC

SCOPE OF WORK: Dayton Macatee Engineering, LLC (hereinafter called **Macatee**) shall perform the services defined in this contract and shall invoice the Client according to the stated fee schedule. The estimate of cost to the Client as stated in this contract shall be considered a firm figure, unless stated otherwise or if there is a change in project scope. The fees stated will be guaranteed for a period not to exceed 60 days from the date of the proposal to the date of commencement. If the work being performed by **Macatee's** staff has not commenced within 60 days of the date of the proposal, then a change in fee may be required.

When an increase in scope occurs, **Macatee** will advise Client of the increase in scope before proceeding and, upon approval of the increase by Client, provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the hourly rates listed on Attachment "B," or at a mutually agreeable fee. If, for any reason, Client directs **Macatee** to perform the additional services without a signed proposal, then Client agrees to pay **Macatee** for all work performed at the hourly rates listed in Attachment "B".

INVOICES: Client shall make all payments in accordance with the invoices for services properly rendered within scope and budget, and payment is due upon receipt of invoice, unless otherwise agreed upon in this contract. These requirements govern regardless of whether or not Client has not received any payment from Client's principal, if any. Invoices will be issued at least every four (4) weeks on projects of longer duration. Unless otherwise agreed upon in this contract, interest at an annual rate of 18% (but not exceeding the maximum rate allowable by law) will be payable by Client on any amount not paid within 30 days. Once a finance charge has been invoiced, payments received will be applied first to accrued interest and then to the principal unpaid amount. The Client shall pay any attorney's fees or other costs incurred in collecting any delinquent amount for services due and payable under this contract. Invoices that are more than 30 days past due may result in work on the project being stopped. **Macatee** will provide at least 5 days written notice before stopping work as a result of this condition. Work will recommence when all invoices are paid in full. Retainers, if paid, will be applied to invoices as stated in the contract. If no application rate is stated then the retainer will be applied to the final invoice. This contract shall not contain any provisions relating to retainage unless specifically agreed upon in advance. **Macatee** shall furnish all necessary certificates, liens, waivers, affidavits or other documents as and when requested by Client, if all amounts due to **Macatee** have been paid.

TERMINATION: In the event that the Client requests termination of the work prior to completion of a project, **Macatee** reserves the right to complete such records as are necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete the work performed to date. When a project is terminated at any stage, the final invoice will reflect the fee earned prorated to the date of receipt of written notification plus a termination fee equal to 25% of the total design phase services remaining on the contract.

ENGINEERING AND TECHNICAL SERVICES: The fees for such services are based upon all time spent on the project by engineering or technical personnel at the hourly rates stated in this proposal. The proposal estimate or lump sum does not cover the cost of any conferences, site visits, review of other consultants' plans and specifications, or other services beyond the scope of our project, unless stated otherwise. Such additional services will be invoiced at the hourly rates listed in Attachment "B." **Macatee's** regular employees do all engineering and technical work. Special services by other firms may on occasion be needed and will be invoiced as shown on our Fee Schedule so long as within the scope and the budget.

PROBABLE COSTS: When required as part of its work, **Macatee** will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by **Macatee** hereunder will be made on the basis of **Macatee's** experience and qualifications and will represent **Macatee's** judgment as an experienced and qualified design professional. However, user of the probable cost opinions must recognize that **Macatee** does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

LIABILITY: Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering practices. **Macatee** represents to Client that **Macatee** has customary qualifications and abilities relating to the services to be rendered by **Macatee** with respect to the specific development

ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS

of this contract and certain related amenities (the 'Project'). **Macatee** shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. **Macatee** shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. **Macatee** and Client will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Contract. **Macatee** agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of the generally accepted standard of care for performance of such services.

Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage. The commercial general liability policy shall have combined single limit coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and shall include broad form general liability, commercial bodily injury, broad form property damage, independent contractor's insurance, completed operations and contractual liability insurance for the indemnification provision contained in this Contract. Prior to commencing any Work under this Contract, **Macatee** shall file with Client Certificates of Insurance and additional insured endorsements acceptable to Client evidencing that the insurance required under this paragraph has been placed in full force and effect and that Client is named as an Additional Insured. If the Client requires increased insurance coverage and/or greater responsibility, we, if specifically directed by the Client, will take out additional insurance (if procurable) to protect us, at the Client's expense.

For damage on account of any error, omission or other professional negligence, our liability will be limited to a sum not to exceed \$1,000,000 or our fee, whichever is greater. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by **Macatee** of such limitation of liability for design defect, errors, omissions, or professional negligence, and requires as a condition precedent to their performing the work a like limitation of liability on their part as against **Macatee**. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, said liability shall be allocated between the Client and **Macatee**, in such a manner that the aggregate liability for **Macatee** for such design to all parties, including the Client, shall not exceed \$1,000,000 or the amount of **Macatee's** fee, whichever is greater.

In the event either party makes a claim or brings any action against the other party, at law or otherwise, for any alleged error, omissions or other act arising out of the performance of our professional services, or for any breach of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

INDEMNITY: To the fullest extent permitted by law, Client and **Macatee** each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives ("Indemnified Parties") from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Contract. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and **Macatee**, they shall be borne by each party in proportion to its negligence.

ADDITIONAL PROVISIONS:

- (a) Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that the Client shall have the right to assign this contract and the drawings and specifications, if required, to an institutional lender for the purpose of obtaining financing for the construction and/or completion of the Project,
- (b) **Macatee** shall not, in connection with any assignment by the Client, be required to execute any documents that in any way might, in the sole judgement of the design's professional, increase the design professional's contractual or legal obligations or the availability or cost of its professional or general liability insurance,

ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS

- (c) If the Client requests **Macatee** to execute consents reasonably required to facilitate assignment to a lender, **Macatee** shall execute all such consents that are consistent with its Contract, provided the proposed consent is submitted to **Macatee** for review at least 14 days prior to execution.

OWNERSHIP OF DOCUMENTS: Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. **Macatee** grants Client a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by **Macatee** of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by **Macatee**, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Macatee**; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by **Macatee**, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to **Macatee** or to its officers, directors, members, partners, agents, employees, and Design Professionals; (3) Client shall indemnify and hold harmless **Macatee** and its officers, directors, members, partners, agents, employees, and Design Professionals from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by **Macatee**; and (4) such limited license to Client shall not create any rights in third parties.

RIGHT OF ENTRY: When entry to a property is required for **Macatee** to perform its services, the Client agrees to obtain legal right-of-entry on the property.

HAZARDOUS MATERIALS: The scope of **Macatee's** services for this Contract does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

CONSTRUCTION PHASE SERVICES: If **Macatee** performs any services during the construction phase of the project, **Macatee** shall not supervise, direct, or have control over Contractor's work. **Macatee** shall not have authority over or responsibly for the construction means, methods, techniques, sequences, or procedures of for safety precautions and programs in connection with the work of the Contractor. **Macatee** does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

ATTACHMENT "B"

HOURLY RATES

Dayton Macatee Engineering, LLC

(Effective June 2020)

Principal (PE)	\$225.00 per hour
Sr. Project Engineer (PE, Registered 6+ years)	\$150.00 per hour
Project Engineer (PE, Registered 0-5 years)	\$120.00 per hour
Engineer-in-Training (EIT)	\$100.00 per hour
Sr. Designer, Project Manager (10+ years)	\$125.00 per hour
Designer II (5-10 years)	\$105.00 per hour
Designer I (0-4 years)	\$90.00 per hour
CADD Technician	\$90.00 per hour
Registered Surveyor (RPLS)	\$135.00 per hour
Survey Crew (No RPLS)	\$120.00 per hour
Clerical	\$80.00 per hour
Mileage Outside DFW	\$0.75 per mile
Outside Services, Reimbursable Expenses	Cost plus 15%

Initial: _____

CITY OF GARLAND APPLICATION FOR RESOLUTION OF SUPPORT

EMBREE EASTSIDE, LTD.

EMBREE EASTSIDE, A PROPOSED MULTIFAMILY DEVELOPMENT

1010 STATE HIGHWAY 66, GARLAND, TEXAS 75040
COUNCIL DISTRICT 2



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STATEMENT OF INTENT

Friday, January 15, 2021

To: Mona Woodard, Grant Administrator, City of Garland Housing and Community Services

Subject: Application for Request of a Resolution of Support from the City of Garland for a Proposed **9%** Housing Tax Credit Application to the Texas Department of Housing and Community Affairs for Embree Eastside

Ms. Woodard:

Palladium USA International, Inc. (Palladium USA) and RIVA Switzerland, Inc. (RIVA) would like to provide this statement of intent to submit for your review an application to request a Resolution of Support to be included with a **9%** housing tax credit application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) on or before March 1, 2021. The TDHCA application is for the proposed Embree Eastside redevelopment to be located on approximately **7.2** acres at 1010 State Highway 66, Garland, Texas 75040 (Development). Closing for the Development is anticipated to occur in the fourth quarter of 2021 with an expected Development completion in December 2023.

Palladium USA and RIVA are excited to present the proposed application for the Development. The proposed Development name, applicable owners, and program to be referenced in the City of Garland (City) Resolution of Support is included in **Attachment “B” - Organizational Chart**.

The Development will offer approximately **132** units of **1, 2, and 3 bedrooms** within a high quality, Class A, multifamily residential development for families and working professionals in the City. The new proposed apartment community will have resort style amenities, be thoughtfully designed, and contain premium products such as granite countertops, hard surface flooring, **9'** ceilings, and modern lighting features.

This application package contains all the checklist items applicable for consideration of a request for a Resolution of Support:

- Application (**Attachment “A”**);
- Organizational Chart (**Attachment “B”**);
- Maps (**Attachment “C”**);
 - ✓ Aerial;
 - ✓ Development Site;
 - ✓ DART Bus Stops;

- ✓ Emergency Medical Facilities; and
- ✓ Zoning Map
- Site Plan (**Attachment “D”**);
- Development Experience (**Attachment “E”**);
- Property Management Resume (**Attachment “F”**);
- Development Budget and Proforma (**Attachment “G”**);
- Community Outreach (**Attachment “H”**);
- Self-Score (**Attachment “I”**);
- Letter from the Planning Department Confirming Zoning (**Attachment “J”**); and
- Market Study (**Attachment “K”**)

We appreciate your consideration of the proposed application. If you should have any further questions regarding the Development or this application package, please do not hesitate to contact Avis Chaisson at achaisson@palladiumusa.com or 972-774-4435.

Sincerely,



Thomas E. Huth, President and CEO
Palladium USA International, Inc.



DEVELOPMENT NARRATIVE

The proposed Development is an ideal location and perfectly situated for high quality, Class A, housing for City of Garland families and working professionals. The Development is located at 1010 State Highway 66 which is the site of Iglesia Cristiana Canaan Church. The Development is a redevelopment of an existing site and is adjacent to established, notable, residential neighborhoods including Glynhill Estates, Rainbow Estates, and Bellaire Estates. The site is within close proximity to quality retail including a Walmart, Target, and Sprouts Farmers Market.

There are 5 DART bus stops located within walking distance (.25 Miles) of the Development site. The proposed Development site is located near medical facilities which the City prioritizes including Parkland Garland, City Health Department, and a 24-hour medical facility in Rowlett. Maps that are requested as part of the application are included in **Attachment “C”**.

The proposed Development will consist of the new construction of two 3-story buildings with approximately 132 total units. The units will consist of 1, 2, and 3 bedrooms ranging in size from 804 square feet to 1,164 square feet. The building will have interior corridors.

The planned Development will serve and have units set aside for households and families with incomes at 80%, 70%, 60%, 50% and 30% of area median income or “AMI” as well as approximately 50 (38%) unrestricted market rate units. The Development will meet TDHCA’s accessibility requirements by constructing 2% of the units to be accessible for persons with visual and hearing impairments and 5% of the units will be built for persons with mobility impairments. The accessible units and market rate units will not differ in terms of expected finish-out and interior amenities. The full affordability breakdown and proposed rent structure is as follows:

Area Median Income (AMI)	Unit Type	Square Footage	Number of Units	Proposed Gross Rents
30%	1BR/1BA	804	6	\$485
50%	1BR/1BA	804	19	\$808
60%	1BR/1BA	804	11	\$970
70%	1BR/1BA	804	2	\$1,132
80%	1BR/1BA	804	1	\$1,294
Market	1BR/1BA	804	30	\$1,260
30%	2BR/2BA	960	3	\$582
50%	2BR/2BA	960	14	\$970

60%	2BR/2BA	960	19	\$1,164
70%	2BR/2BA	960	3	\$1,358
Market	2BR/2BA	1005	12	\$1,500
60%	3BR/2BA	1164	2	\$1,344
70%	3BR/2BA	1164	1	\$1,568
80%	3BR/2BA	1164	1	\$1,793
Market	3BR/2BA	1164	8	\$1,750

The rents will increase or decrease based on the proposed TDHCA annual limits and the market rate units will be adjusted as submarket demand dictates. Rent projections are included in **Attachment “G” - Development Budget and Proforma.**

Future residents will enjoy a first-class, luxury **amenity package** including the following Development and Unit amenities:

Development Amenities:

- ✓ Resort-Style Pool with Gazebo;
- ✓ Playground;
- ✓ Bark Park;
- ✓ Cabana with Grill;
- ✓ Walking Trails;
- ✓ Horseshoe Pit; and
- ✓ Clubhouse with Community Room, Business Center, High Speed Wi-Fi and State of the Art Fitness Center, Kids Playroom, and Conference Room.

Unit Amenities:

- ✓ Open Concept Design
- ✓ 9-foot Ceilings;
- ✓ Wood Style Flooring;
- ✓ Natural Stone or Quartz Countertops;
- ✓ Undermounted Sinks;
- ✓ Upgraded Cabinetry (42”) with Pulls;
- ✓ Designer Fixtures;
- ✓ Covered Patio or Balcony with Storage Units;
- ✓ Energy Efficient Appliances, and LED Lighting; and
- ✓ Dual Pane Windows with Shading.

An array of social services based on Texas Department of Housing and Community Affairs (TDHCA) requirements and programs will be provided onsite including a scholarship program for high school seniors.

DEVELOPMENT COMPANY

Palladium USA is the U.S. headquarters for the Palladium Group which has over a 130-year history of developing, owning, and managing assets globally. The Palladium Group is based in Milan, Italy and has offices in six different countries. Palladium USA provides consulting services for Riva.

Currently, Palladium USA in its capacity as owner, general partner, and developer has developed over **3,700** market rate and workforce housing units for families and seniors in the State of Texas. Between Palladium USA and RIVA there are approximately **1,500** units either being constructed or in development and another **1,400** units being planned for development. Palladium USA has a strong track record of delivering housing tax credit units with high quality construction and design. The development experience and portfolio for both Palladium USA and RIVA is attached as **Attachment “E” - Development Experience**.

PROPERTY MANAGEMENT COMPANY

Palladium Management Company (Palladium Management), a subsidiary of Palladium USA, is our inhouse property management company and manages all of Palladium USA and Riva’s assets. Recently, the property management name changed from Omnium Management Company. The Palladium Management Team has vast experience and knowledge managing tax credit and market rate properties. The Palladium Management portfolio and resume with a history of similar Developments and complexes managed is attached as **Attachment “F” - Property Management Resume**.

FINANCIAL NARRATIVE

The proposed total development costs for the Development is approximately **\$29,000,000.00**. The total Development cost per unit is about **\$218,000.00**. The Development will be financed utilizing a combination of sources including tax credit equity from the **9%** housing tax credit program, **40-year HUD 221(d)(4)** permanent mortgage or similar permanent loan product, equity bridge loan, City fee waiver/reduction/contribution, and deferred developer fee.

To receive **1** point under QAP section **11.9(d)(2)** Commitment of Development Funding by the Local Political Subdivision, we would like to request a de minimis contribution from the City in the amount of **\$500.00**. A property or sales tax exemption will not be sought for the Development from a qualifying nonprofit. There will not be extensive capital improvements required for the Development site.

Currently, there are no existing state or federal funding programs such as Section **8** for which the property is under contract. The Development will be required to be affordable for **45** years under TDHCA’s Land Use Restriction Agreement or “LURA”. The breakdown of sources and uses plus a **15-year** operating proforma are attached as **Attachment “G” - Development Budget and Proforma**.

COMMUNITY OUTREACH & COMMUNICATION

A. Community Engagement

Palladium USA, Riva and its affiliates believe it is imperative to outreach and work with local officials, business, churches, and the surrounding neighborhoods in which our developments are to be located to communicate who we are and what we produce. Additionally, we listen

and solicit feedback from the community. The Development team will work to engage the surrounding neighborhood and garner their support. We have setup a Facebook page and will distribute door hangers to the homes in the Glynnhill Estates and Rainbow Estates Neighborhoods. The door hanger to be distributed is attached as **Attachment “H”**.

On January 7, 2020 at 11:00 AM, a Zoom meeting was held with former Councilmember Annie Dickson, Mrs. Virginia Willis, and Dr. Johnson to provide details on the Development and address their questions and concerns. Following the meeting, each of these longstanding community leaders were supportive of the Development and the team. On December 29, 2020, a phone conversation was held with Emma Crayton, President of the Rainbow Neighborhood Association and information about the Development and Team were mailed to her home address. The Development Team will diligently meet with all impacted parties and keep them informed of Development’s progress and update on any changes required to bring the Development to fruition.

B. City Council and State Representative Outreach

On December 7, 2020, representatives of the Development Team met with District 2 City Councilmember Deborah Morris, Bryan Bradford, City Manager, Will Guerin, Director of Planning, and Mona Woodard, Grant Administrator in Housing and Community Services to present the proposed Development. We provided an update on December 18, 2020, to City staff and Deputy Mayor Pro Tem Morris in a subsequent meeting and have a tour planned of the Palladium Garland property on January 15, 2021.

As required by the Governor approved Qualified Allocation Plan (QAP), public notifications were sent to all elected officials including the City’s Mayor and Council. We have met with Austin Hood, District Director for State Representative Angie Chen Button, House District 112. We fully intend and plan to update all elected officials as we progress through the development and TDHCA process as well.

ATTACHMENTS

Attachment “A” - Application for Request of Resolution of Support

Attachment “B” - Organizational Chart

Attachment “C” - Maps

- ✓ Aerial
- ✓ Development Site
- ✓ DART Bus Stops;
- ✓ Emergency Medical Facilities; and
- ✓ Zoning Map

Attachment “D” - Site Plan

Attachment “E” - Development Experience

Attachment “F” - Property Management Resume

Attachment “G” - Development Budget and Proforma

Attachment “H” - Community Outreach

Attachment “I” - Self-Score

Attachment “J” - Letter from the Planning Department Confirming Zoning

Attachment “K” - Market Analysis



Attachment "A" - Application for Request of Resolution of Support



GARLAND

9 % Low Income Housing Tax Credit Application

All applications must be submitted along with all materials listed in the appropriate checklist. Housing and Community Services staff is available to advise you on any requirements.

Project Name: Embree Eastside

Property Information

Property Address: <u>1010 State Highway 66, Garland, Texas 75040</u>	
Legal Description: <u>BLK 1 LT 1, Canaan Christian Church, ACS 7.2063</u>	
Zoning District: <u>CR - Community Retail District</u>	
Do you intend to request funding for your project through the City of Garland Grant Process? YES ☐ NO ☒	
Do you intend to request additional funding from the City for development? YES ☒ NO ☐ <u>Commitment of Development Funding by Local Political Subdivision as defined in the Governor approved Qualified Allocation Plan or QAP.</u>	

Applicant Information (property owner or authorized agent) Applicant will be used as the City's Official Contact

Name: <u>Embree Eastside, Ltd., a to be formed limited partnership</u>	
Address: <u>13455 Noel Road, Suite 400</u>	
City/State/Zip: <u>Dallas, Texas 75240</u>	
Work Phone: <u>972-774-4435</u>	Cell Phone: <u>972-210-9959</u>
Email: <u>achaisson@palladiumusa.com</u>	
Do you have site control or owner's consent to apply for LIHTC funding on this site? YES ☒ NO ☐	

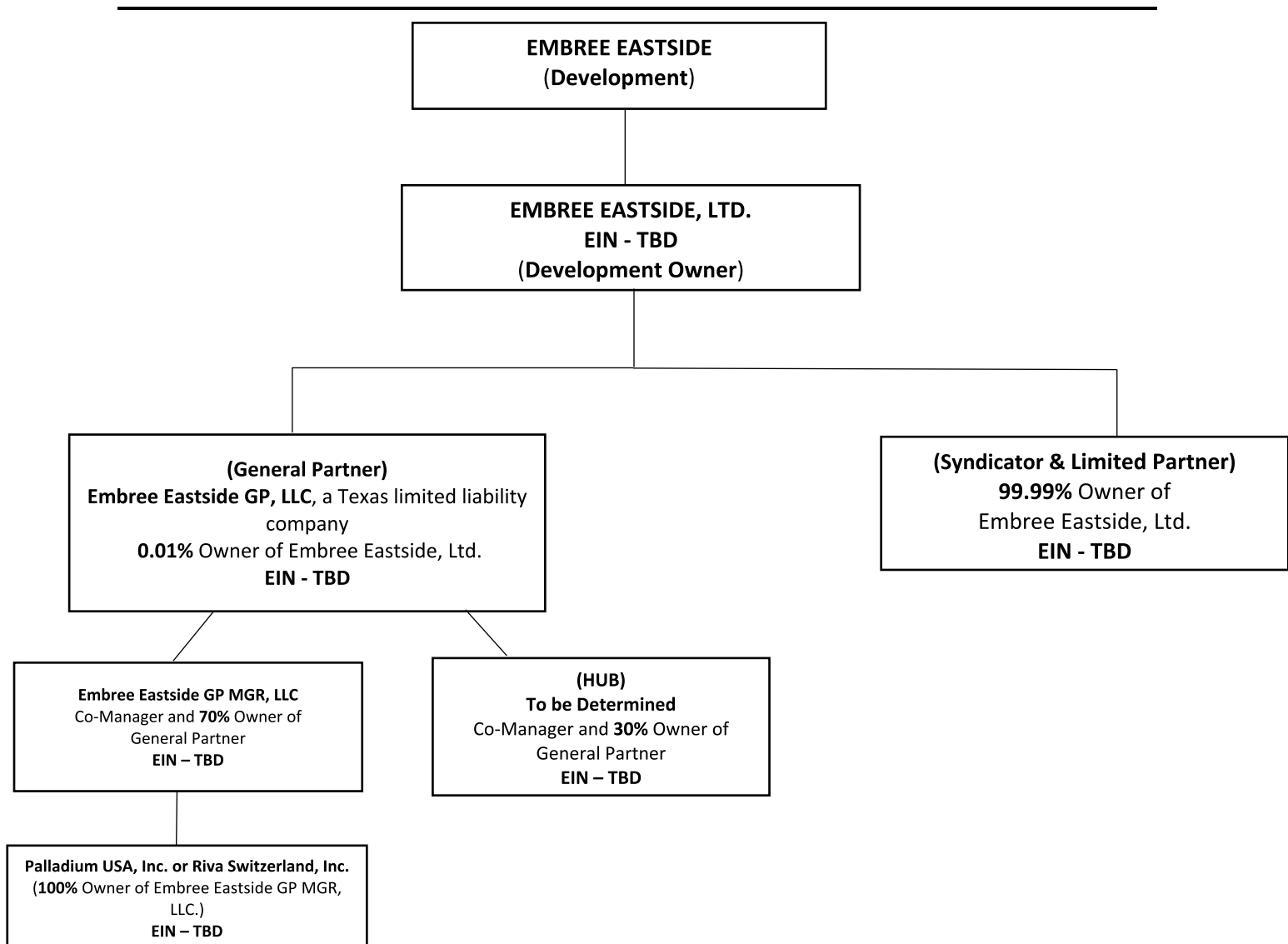
Property Owner Information

Owner Name: <u>Canaan Christian Church of Garland</u> Contact Names: <u>Jessica Salmeron and Tito Alvarenga (Pastor)</u>	
Address: <u>1010 State Highway 66</u>	
City/State/Zip: <u>Garland, Texas 75040</u>	DUNS Number:
Work Phone:	Cell Phone: <u>214-335-9406</u>
Email: <u>jessicasalmeron@ymail.com</u>	

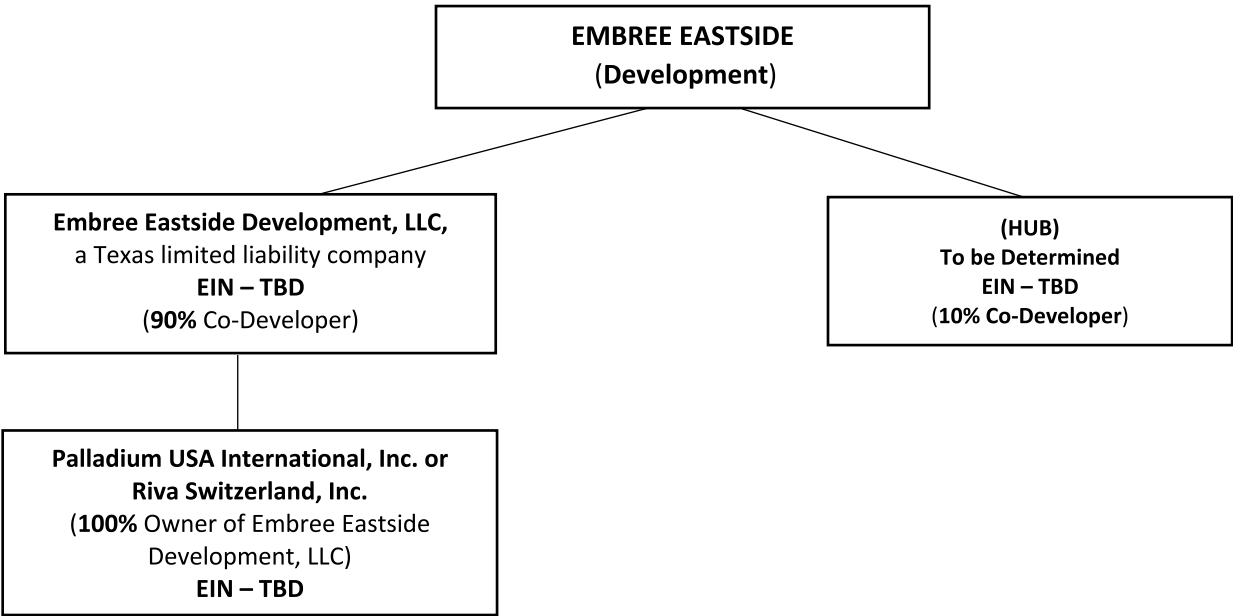
Applicant Signature: <u>Tito Alvarenga</u>	
Printed Name: <u>Tito Alvarenga, Pastor</u>	Date: <u>1/5/2021</u>
By signing this form, the owner of the property authorizes the City of Garland to begin proceeding in accordance with the process for this request. The owner further acknowledges that submission of an application does not in any way obligate the City of Garland to approve the application and that although City Staff may make certain recommendations regarding this applications, the decision making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.	

Attachment “B” - Organizational Chart

EMBREE EASTSIDE OWNERSHIP STRUCTURE
(2021 9% Housing Tax Credit Application)



EMBREE EASTSIDE DEVELOPER STRUCTURE
(2021 9% Housing Tax Credit Application)



EMBREE EASTSIDE GUARANTOR
(2021 9% Housing Tax Credit Application)

Palladium USA, Inc. or Riva Switzerland, Inc.
EIN - TBD
(70% Owner of Embree Eastside GP, LLC)

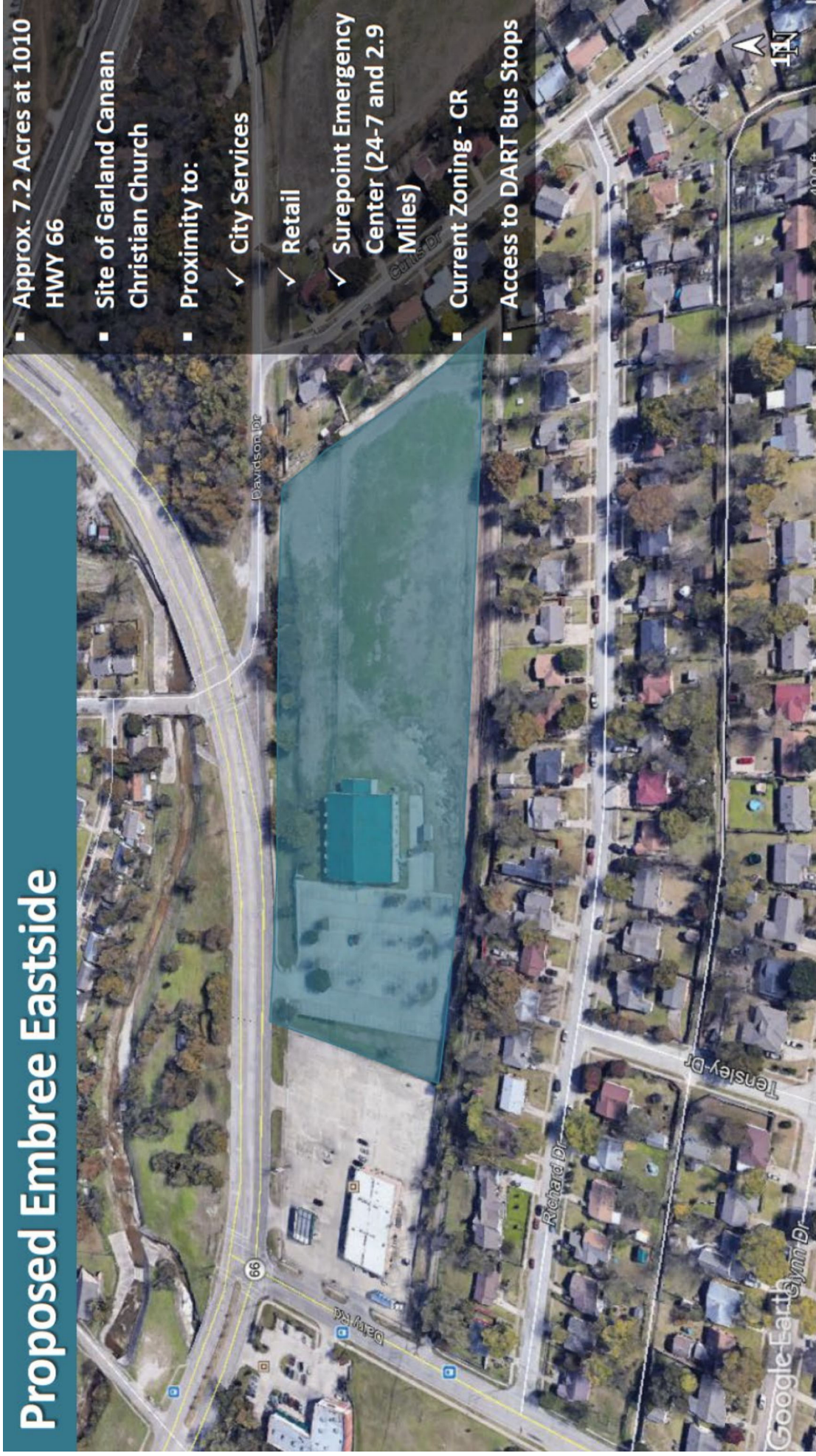
Proposed Embree Eastside Aerial

Proposed Embree Eastside Aerial

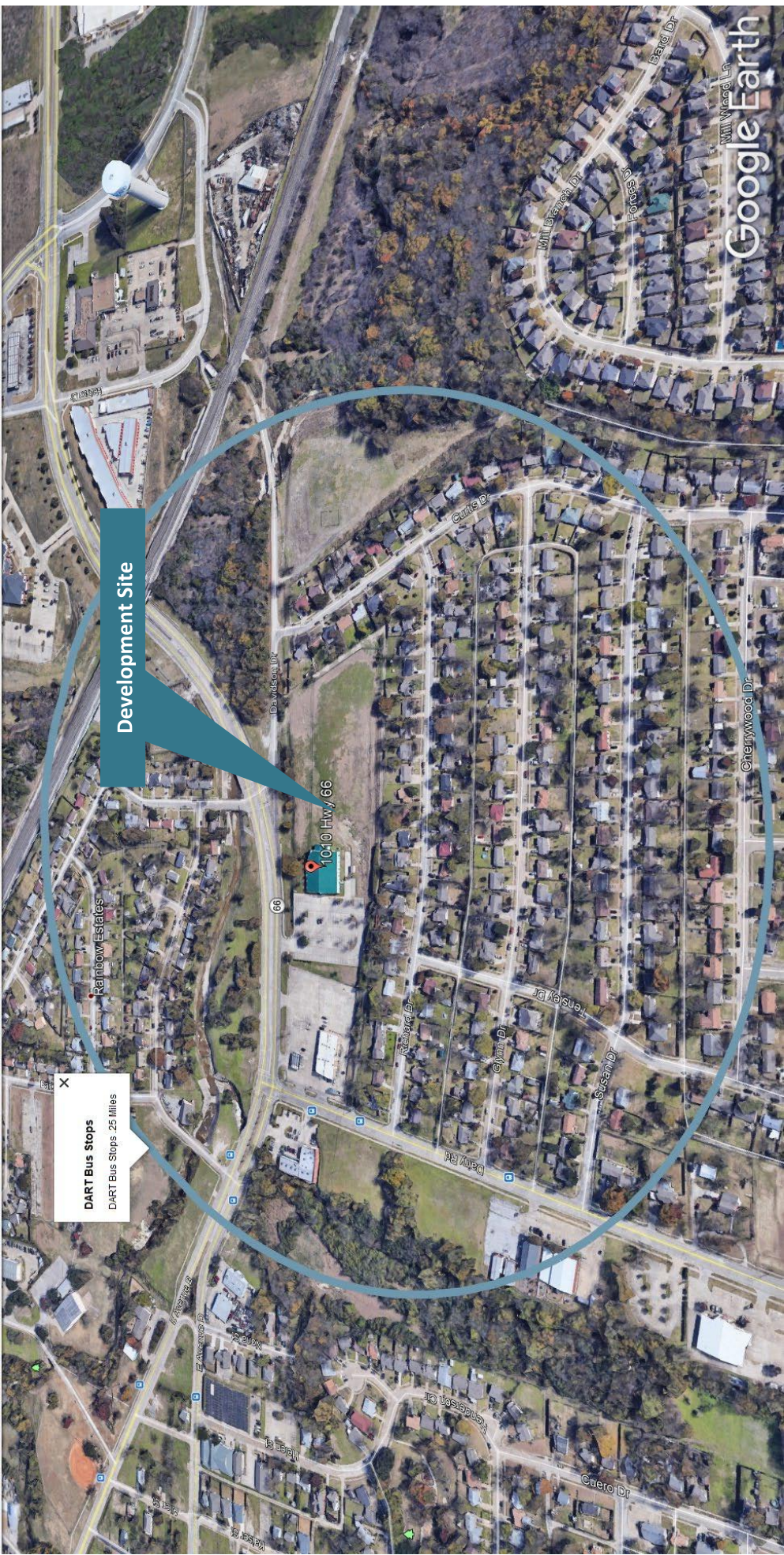
Development Site
7.2 ACRES

DEVELOPMENT SITE:

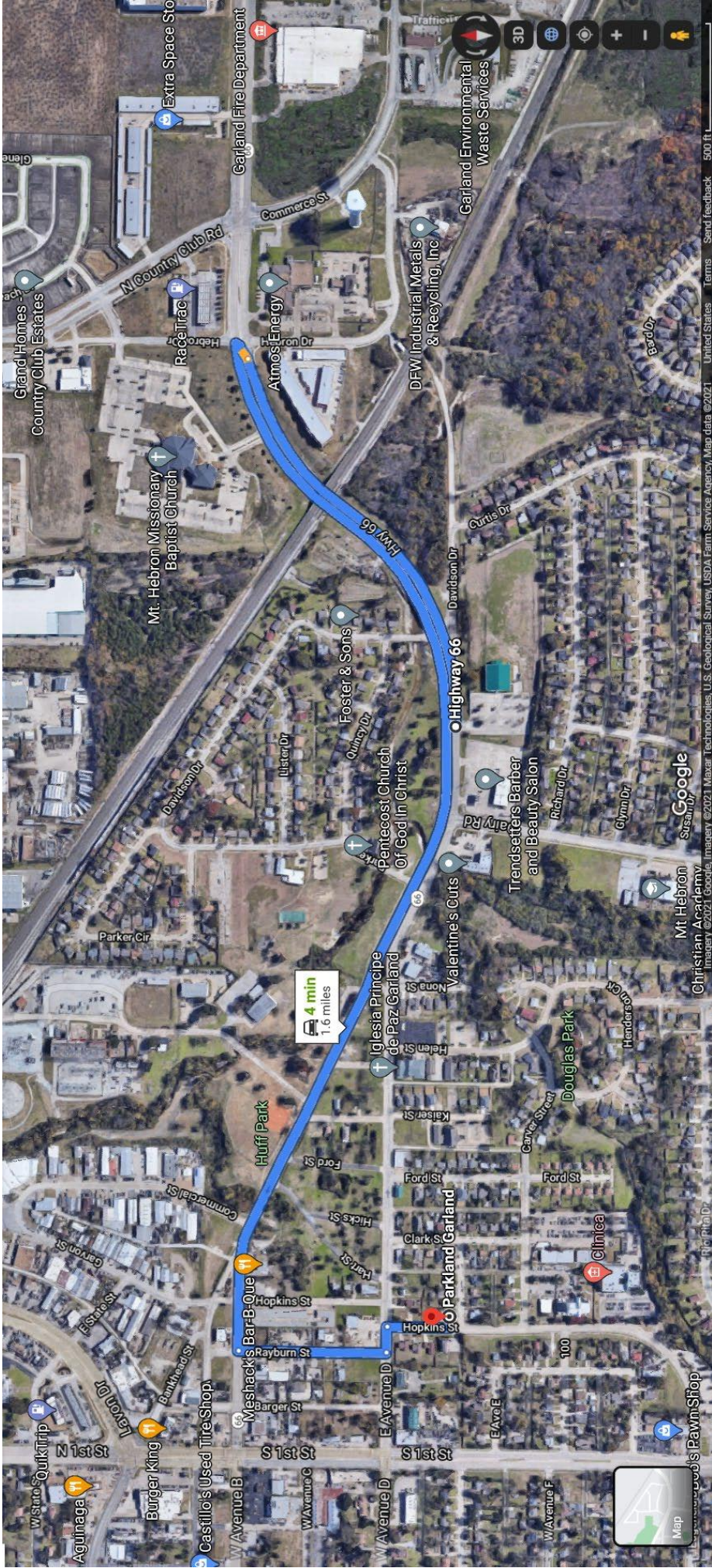
Proposed Embree Eastside



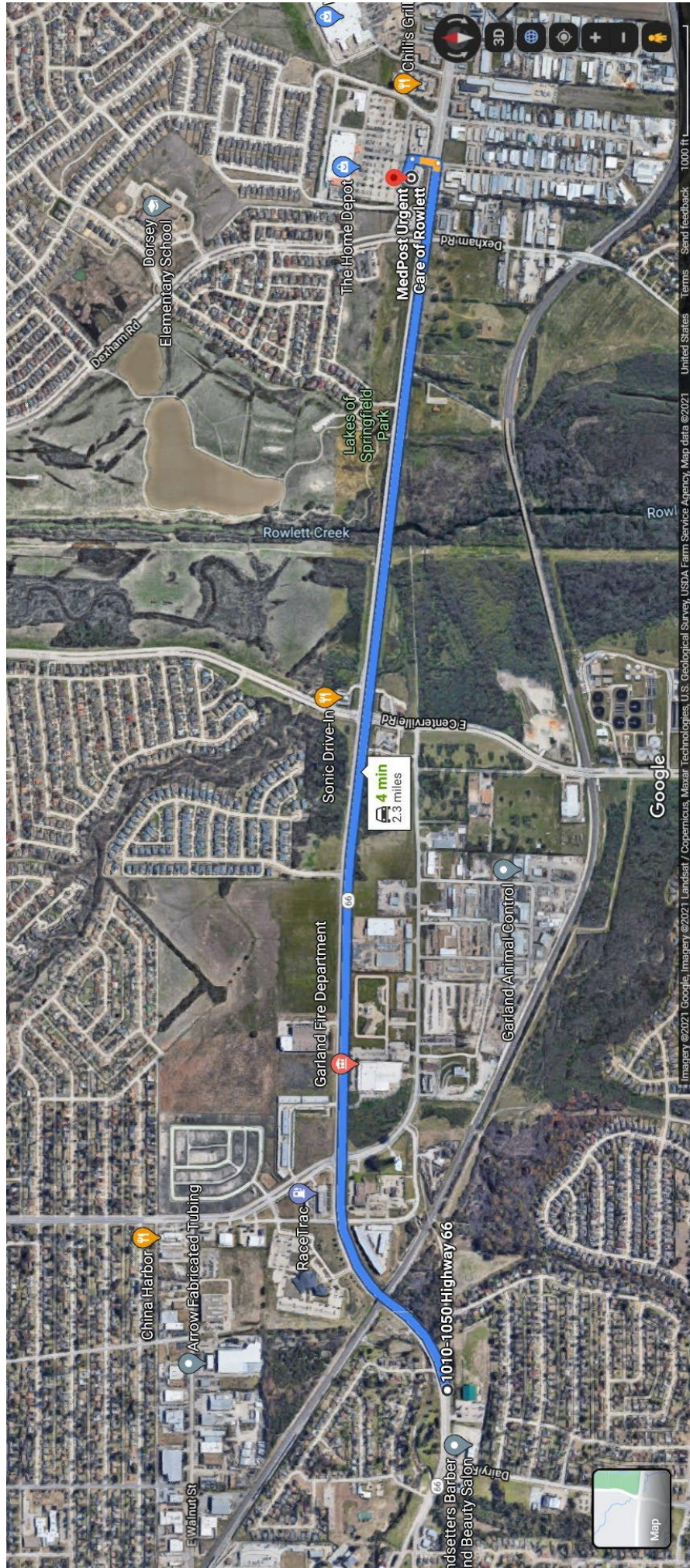
DART BUS STOPS: There are five DART bus stops within .25 Miles of the Development Site



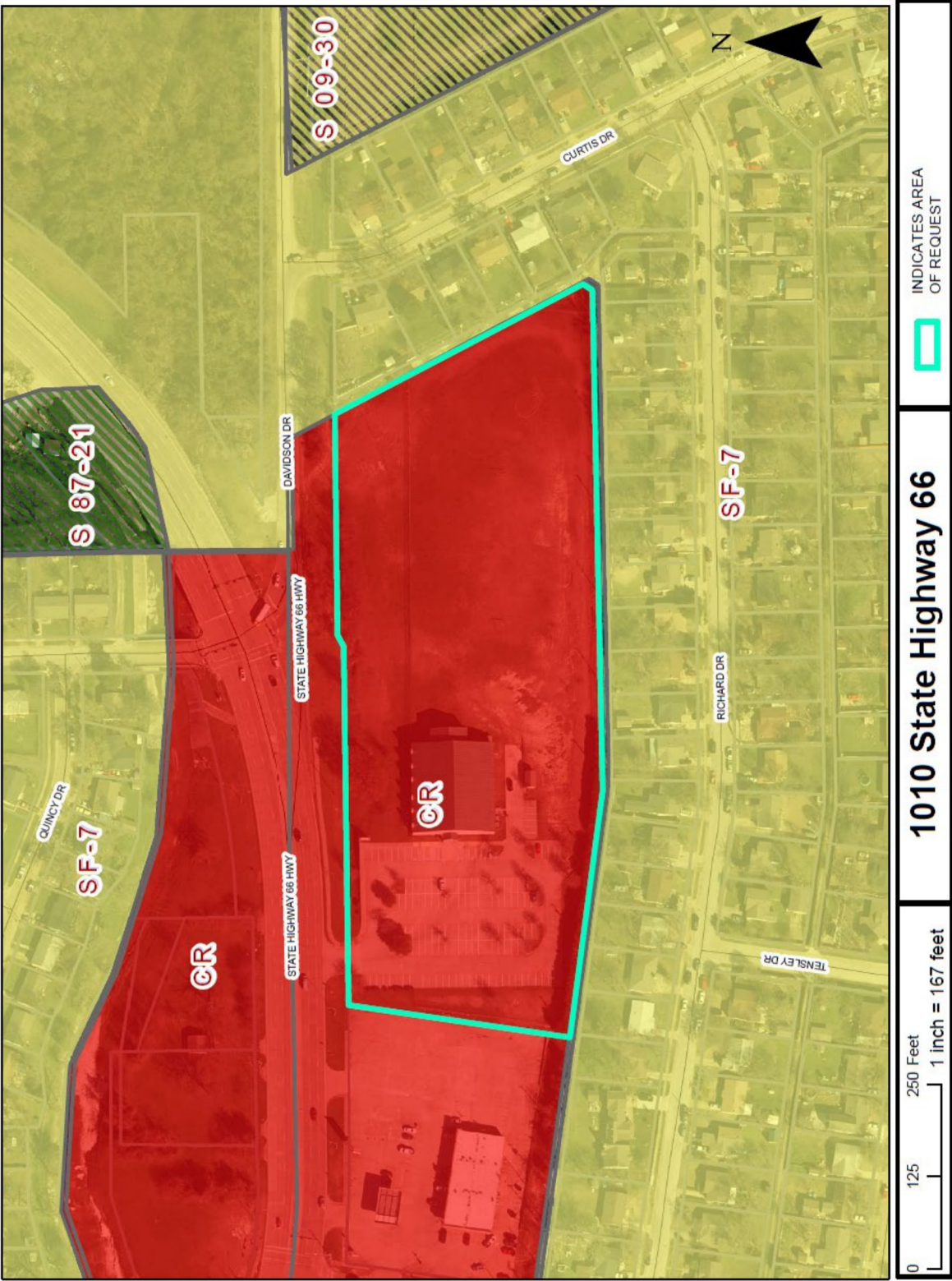
MEDICAL FACILITIES: Parkland Garland is within 1.6 Miles of Development Site



EMERGENCY MEDICAL FACILITIES: MedPost Urgent Care is within 2.3 Miles of Development Site



ZONING MAP: Currently, the Development Site is zoned Community Retail (CR)



Attachment "D" - Site Plan



Attachment “E” - Development Experience



Development Experience

August 2020

Palladium USA
Riva Switzerland
13455 Noel Road,
Suite 400 Galleria II Tower
Dallas, Texas 75240
972.774.4400
www.PalladiumUSA.com

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Level 29, Legacy West

6000 Columbus Avenue, Plano, Texas

Completed: 2019
Total Units: 328

Properties Developed



Grand Venetian

6225 Love Drive, Irving, Texas

Completed: 1998

Total Units: 514

Completed



Villa Verona

13330 Noel Road, Dallas, Texas

Completed: 2000
Total Units: 273

Completed

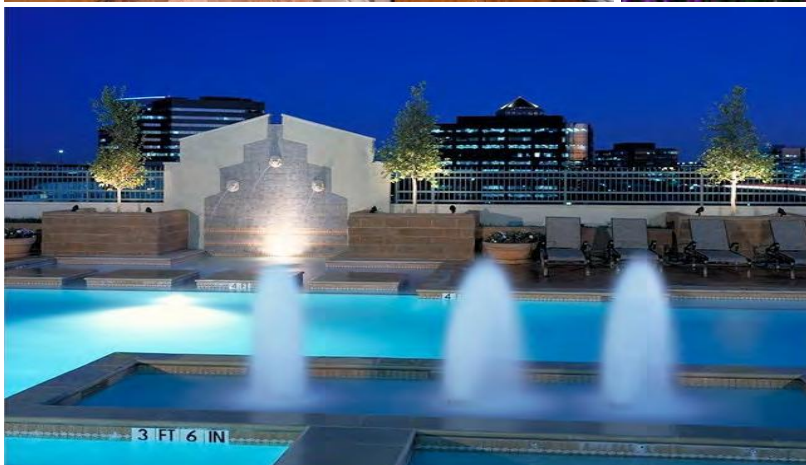


Grand Treviso

330 Las Colinas Blvd, Irving, Texas

Completed: 2002
Total Units: 247

Completed



Canal Side Lofts

350 Las Colinas Blvd, Irving, Texas

Completed: 2006
Total Units: 306

Completed



Cottages at Tulane

2600 Preston Road, Plano, Texas

Completed: 1992
Total Units: 268

Completed



Palladium Aubrey

500 E. Highmeadow Drive, Aubrey, Texas

Completed

Completed: 2015
Total Units: 150



T.H.F. Palladium Midland

2300 S. Lamesa, Midland, Texas

Completed

Completed: 2017

Total Units: 264



Villages at Lakefront, Palladium Little Elm

201 Eldorado Parkway, Little Elm, Texas

Completed

Completed: 2018
Total Units: 242



Palladium Van Alstyne Senior Living

870 Blessingame Avenue, Van Alstyne, Texas

Completed

Completed: 2017
Total Units: 132



Palladium Garland

950 W Interstate 30, Garland, Texas

Completed

Completed: 2018
Total Units: 140



Palladium Anna

2020 Florence Way, Anna, Texas

Completed

Completed: 2018
Total Units: 120



Palladium Glenn Heights

2400 S. Hampton Road, Glenn Heights, Texas

Completed

Completed: 2019
Total Units: 270

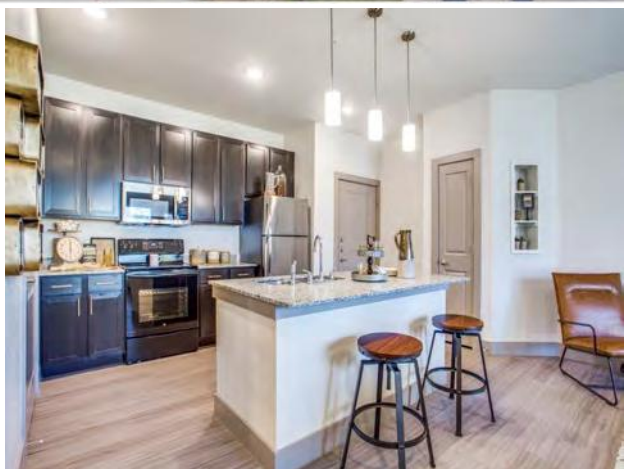


Palladium Fort Worth

9520 Club Ridge Drive, Fort Worth, Texas

Completed

Completed: 2019
Total Units: 150



Palladium Denton

1255 Poinsettia Boulevard, Denton, Texas

Completed: 2019

Total Units: 150

Completed

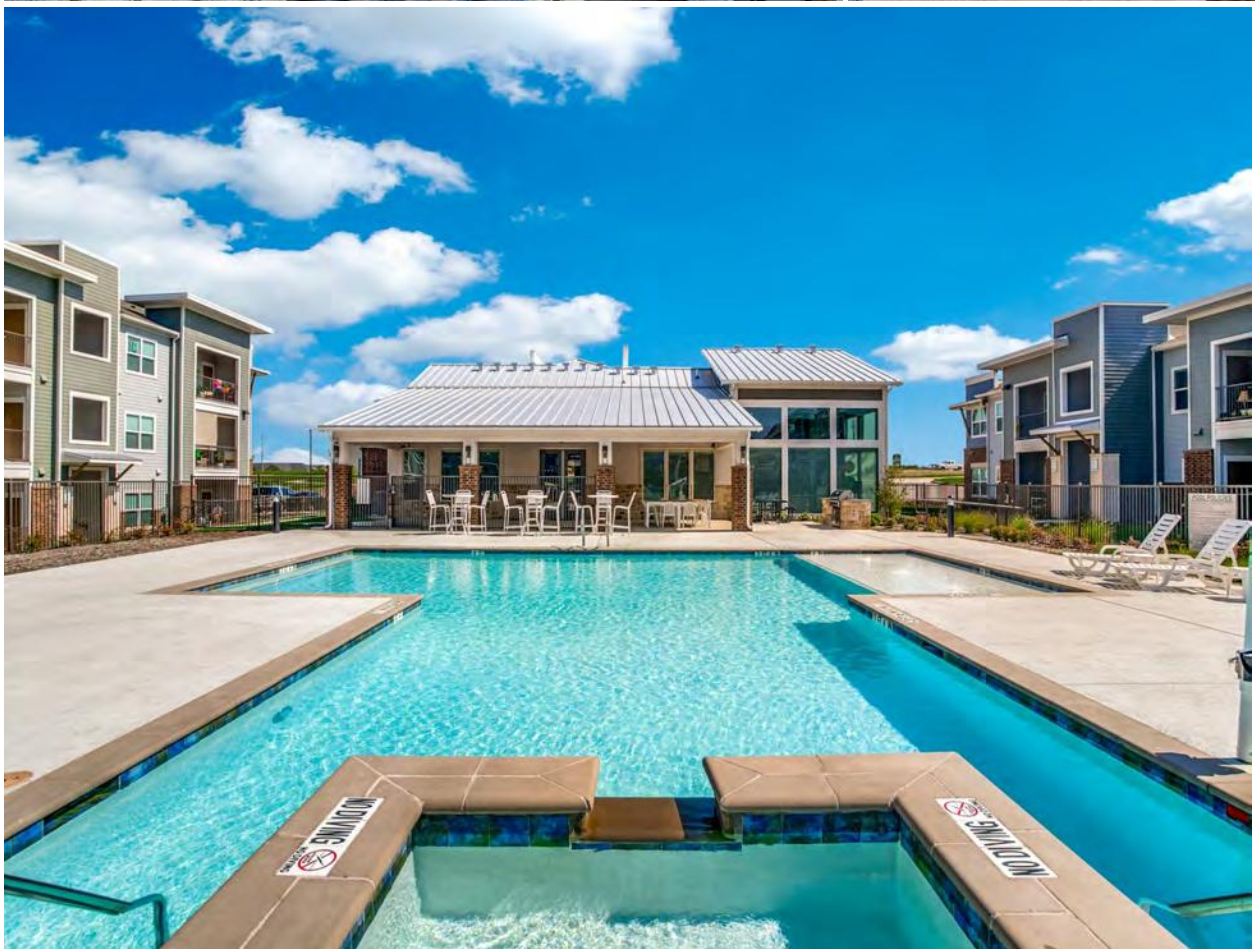


Palladium Farmersville

1803 W. Audie Murphy Pkwy, Farmersville, Texas

Completed: 2020
Total Units: 80

Completed



Palladium Crowley

301 W. FM 1187, Crowley, Texas

Completed: 2020
Total Units: 120

Completed



Palladium RedBird

7202 Westmoreland Road, Dallas, Texas

Under Construction

Completion: September 2021
Total Units: 300

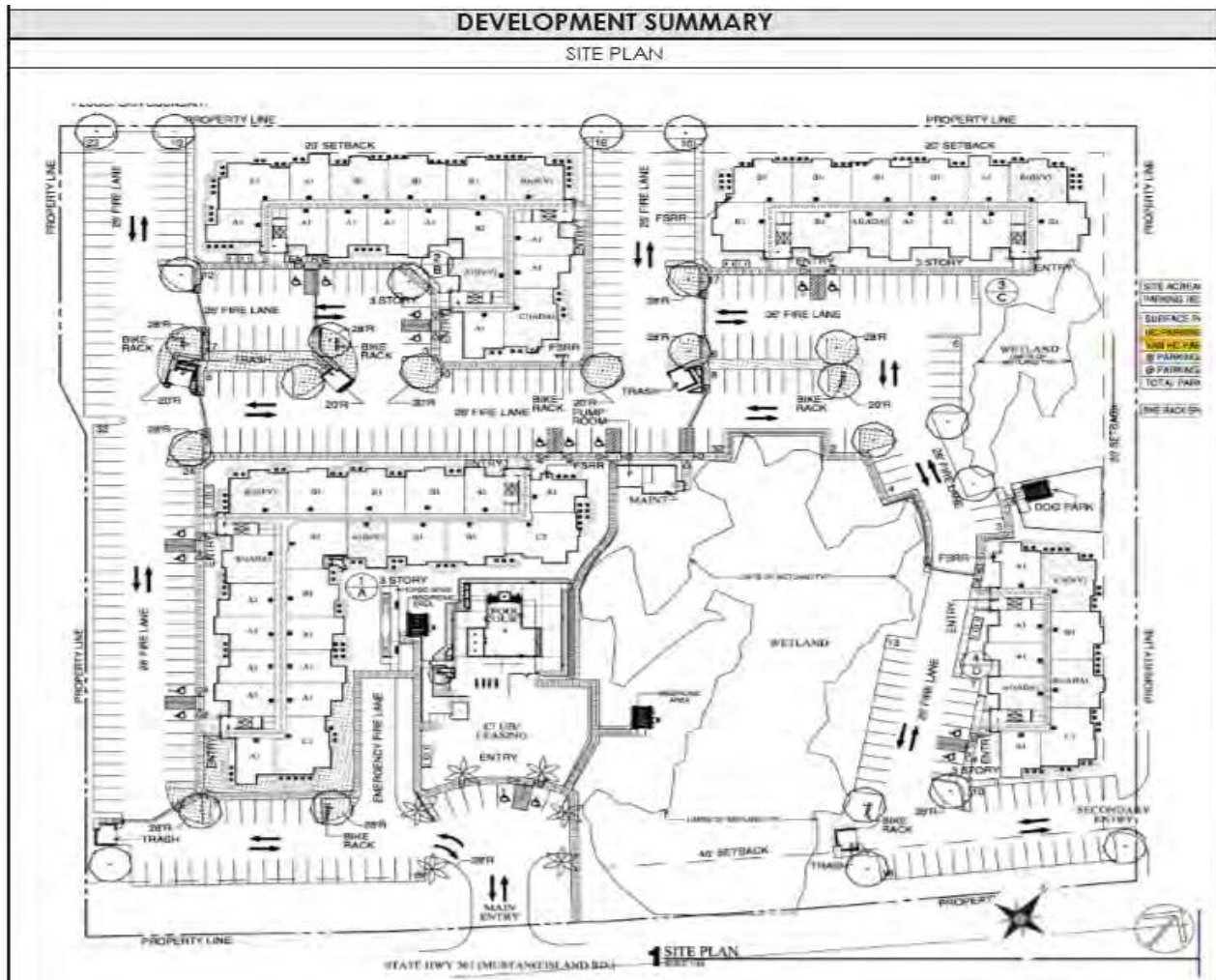


Palladium Port Aransas

2700 State Highway 361, Port Aransas, Texas

Under Construction

Completion: May 2022
Total Units: 183



Palladium Garland Senior Living

502 Beltline Road, Garland, Texas

In Development

Completion: 2022

Total Units: 122

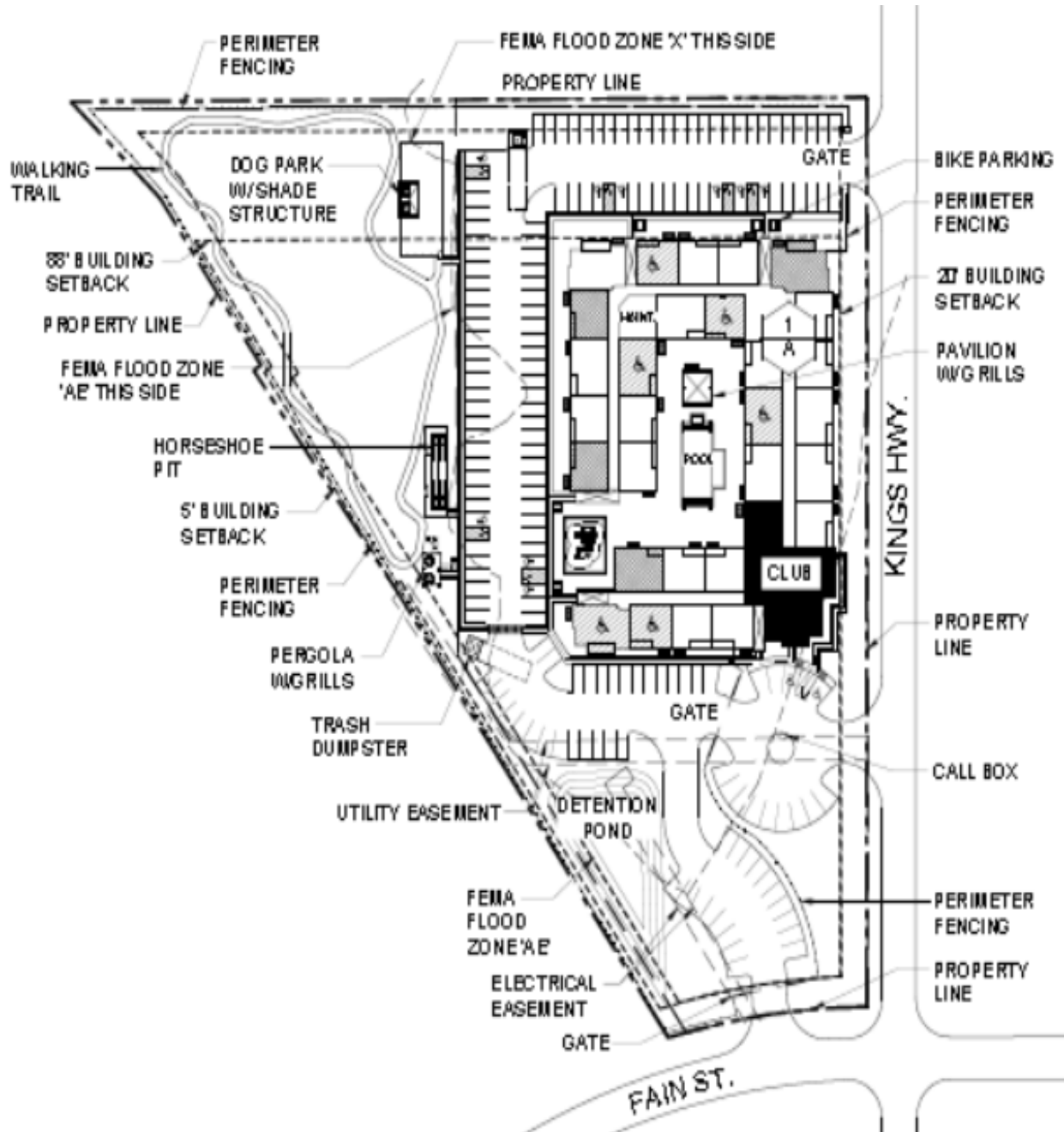


Palladium Fain Street

4001 Fain Street, Fort Worth, Texas

In Development

Completion: 2022
Total Units: 90

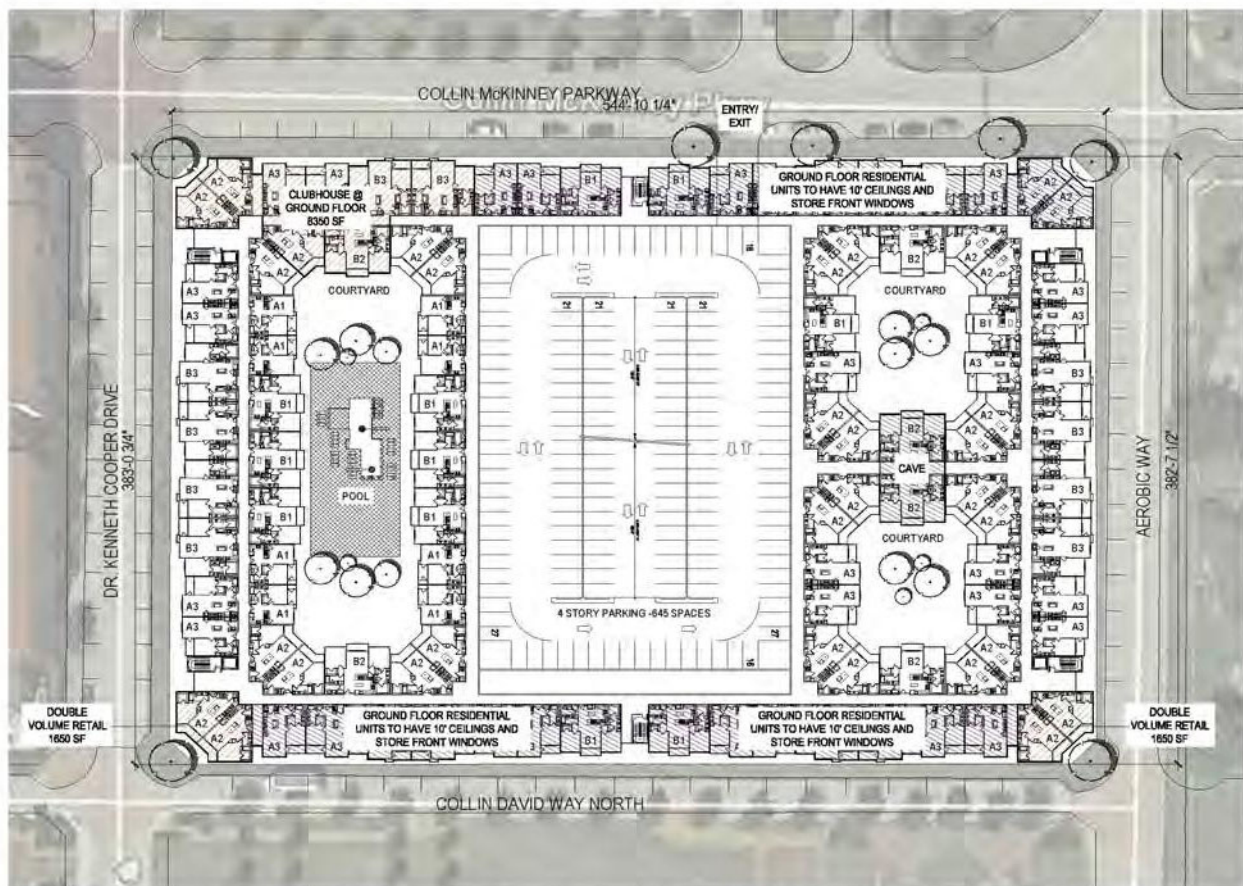


Craig Ranch

7909 Collin McKinney Parkway, McKinney, Texas

In Development

Completion: TBD
Total Units: 404



The District at Little Elm

Main Street & Lakeshore Drive, Little Elm, Texas

In Development

Completion: September 2022

Total Units: 324



Riva Dallas Stemmons

11070 N. Stemmons Freeway, Dallas , Texas

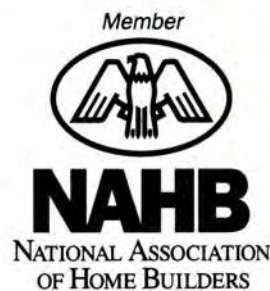
In Development

Completion: August 2022

Total Units: 87



Trade Association Memberships



Industry Awards

Industry Awards:

- NAHB Pillars - Best New Loft Community Winner; Palladium USA International, Inc.
Canal Side Lofts
- HBA of Dallas, McSam Award - Best Multifamily Rental Community Winner; Palladium USA International, Inc.
Grand Treviso Apartments
- NAHB Pillars - Most Creative Financing Winner, Palladium USA International, Inc.
Grand Treviso Apartments
- Multifamily Executive - Best High Rise Multifamily Development Winner; Palladium USA International, Inc.
Grand Treviso Apartments
- NAHB Pillars - Best High Rise Finalist, Palladium USA International, Inc.
Grand Treviso Apartments
- NAHB Pillars - Best High Rise Finalist, Palladium USA International, Inc.
Villa Verona Apartments
- NAHB Pillars - Best Leasing Center Winner, Palladium USA International, Inc.
Grand Venetian Apartments



Palladium Management Company, Inc. Resume and Experience

December 2020

Palladium Management Company, Inc.
13455 Noel Road,
Suite 400 Galleria II Tower
Dallas, Texas 75240
972.774.4438
www.Palladiummanagement.com

ABOUT US

Palladium Management Company is a U.S. subsidiary of the Palladium Group, a Milan, Italy based international real estate firm operating since the late 1800's and which currently operates in several countries including Italy, France, Belgium, The Netherlands, Switzerland, Germany, and the United States.

Palladium Management believes that success can be achieved as a result of the most careful attention to even the smallest of details. The company prefers to manage a smaller number of large projects so the proper time and attention can be devoted to the specific operating principles desired.

In addition, the company is capable of building any type or size project and can take a project through all phases including conceptual selection, site planning, design, costing, construction, lease-up, management, and unit sales. Palladium Management has established itself as a multi-family market leader.

PALLADIUM MANAGEMENT'S OPERATING PRINCIPLES

Deliver the highest possible value to clients by following key principles:

- Maintain a clear commitment to integrity and strong corporate values;
- Incorporate capital and risk management procedures from conception to completion;
- Make focused and disciplined decisions;
- Provide clear and frequent communication to clients, lenders, residents, and others;
- Create value for the residents which will create value for our clients;
- Maximize long term value and incorporate key elements necessary for operational productivity and success;
- Enhance investment returns by utilizing efficient technology and cost containment principals;
- Provide careful, diligent and intensive supervision through all phases of lease-up and management.

SERVICES

Class "AAA", Class "A", Class "B", & Tax Credit – Garden Style, High-Rise & Mid-Rise Product Level Management & Lease-UP

Palladium Management has extensive Texas market experience managing high-rise, mid-rise, garden style and rental conversion assets. From initial lease-up to stabilized operations, Palladium Management has a current portfolio of garden style buildings, mid-rise projects, and high-rise. Through the process of marketing, lease-up, resident services, and building maintenance, our skill level and attention to detail has ensured our success.

Professional Personnel

Palladium Management prides itself with highly trained professionals with years of relevant experience in the real estate industry. That experience is enhanced through a comprehensive training program for all staff members. Continued education and training programs keep the Palladium Management team performing at the highest levels demanded not only from ourselves, but also our clients and their lenders.

Palladium Management is headed by Joan Maxwell, President and Fred D'Lizarraga, SVP-COO. Each with over 35 years of experience in the Texas multifamily rental and condominium market. Cumulatively, the executive Palladium Management team brings in excess of 180 years of collective experience to multifamily real estate. Joan and Fred stay actively involved in each and every project Palladium Management is involved with from the initial lease-up through stabilization. See attached bios of key executive personnel.

Comprehensive Accounting and Reporting

Palladium Management provides one of the most sophisticated accounting and reporting systems in the real estate industry today. Cutting edge information systems are utilized to enable Palladium Management to customize reporting packages to meet the needs of every owner/client. With these comprehensive systems, Palladium Management can provide valuable information as it relates to unit lease expiration management; real time unit pricing analysis and available unit inventory control; project-to-date graphing of income, expenses, NOI, debt service and cash flow; marketing cost/benefit analysis; expense management and controls; comparative market surveys and analysis; as well as budget forecasting and financial planning.

Maximization of Rental Income

Palladium Management prioritizes market evaluations and enacts strategic plans to maximize leasing efforts and rental rates. Comprehensive market surveys are performed and analyzed to enable the Palladium Management team to stay on top of and outperform the market. Detail tracking systems are utilized to analyze traffic, closing ratios, staff performance, and property turn-over data. An extensive, micro-management program is utilized to control and manage lease expirations. The emphasis placed on these programs and plans enable Palladium Management to deliver the maximum rental income possible.



Thomas E Huth, Chief Executive Officer



Thomas (Tom) Huth is head of the Palladium Group companies in the United States. He is the president and chief executive officer of Palladium USA International, Inc. and other associated Palladium Group companies in the United States including Palladium Management Company, Palladium USA's self-managed and third-party multifamily property management platform. In this role, Mr. Huth is responsible for new business development opportunities. The Palladium Group develops, owns and operates real estate in ten countries including the United States with the U.S. focus on multifamily assets and property management.

Prior to his current position, he was senior vice president and chief financial officer of the Palladium Group companies in the United States responsible for directing all financial aspects of the Group's U.S. operations.

Prior to joining the Palladium Group in 1998, Mr. Huth, a certified public accountant, served as vice president and treasurer for Lexford Management Company and controller for Lexford Properties, Inc. where he was responsible for all financial operations for Lexford's Columbus, Ohio based 516 apartment communities representing a total of 36,405 residential units as well as all of Lexford's Dallas, Texas based third-party fee management operations of approximately 20,000 residential units. Both Lexford Properties and Lexford Management were affiliated with Lexford Residential Trust, a Columbus, Ohio based Real Estate Investment Trust.

Prior to Lexford, Mr. Huth was director of corporate accounting and tax for Partnership Services, Inc., formerly known as Consolidated Capital Equities Corporation (Con Cap).

Mr. Huth started his career in the Dallas, Texas office of Arthur Andersen & Company where he was responsible for engagements in the real estate, hotel, service, retail and manufacturing arenas. He has been licensed to practice Public Accountancy in Texas since 1992, is a licensed Texas Real Estate Broker, member of the American Institute of Certified Public Accountants, member of the Texas Society of Certified Public Accountants, member of the Urban Land Institute, member of the NAHB Sales and Marketing Council, member of the National Multi-Housing Council, member of The Real Estate Council, past Board Member of the Real Estate Financial Executives Association, past Board Member of the Multifamily Leadership Board of NAHB, and a past Junior Achievement Project Business Consultant. Mr. Huth has bachelor's degrees in both real estate and accounting from the University of Cincinnati.



Joan Maxwell

Senior Vice President – President of Palladium Management Company, Inc



Joan Maxwell is President of Palladium Management Company, Inc. and Senior Vice President of Palladium USA International, Inc. She directs personnel on key business initiatives to ensure successful completion of all business initiatives. She is responsible for all aspects of day-to-day operations of the entire Palladium multifamily portfolio.

Ms. Maxwell has been in property management and the real estate industry since 1984. Her previous experience includes serving as Senior Vice President of Multifamily Operations for PM Realty Group, a national real estate company operating in 23 states. In this position, she oversaw a Class AAA high-rise portfolio spread across Dallas, Houston and Denver. She played an integral role with projects in various stages of development and construction including site selection to project design, floor plan critique, pricing strategies and managing staffs spread across multi-year projects.

Ms. Maxwell's prior experience also includes 20 years with Pace Realty Corporation as an onsite property manager, Regional Manager, and Regional Vice President. During her tenure at Pace, she managed Fannie Mae's REO portfolio in the southwest region, as well as a portfolio of Class AAA projects from concept stage to sale for third party clients completing upwards of 35 new construction projects during her tenure.

Joan studied at the University of North Texas, in Denton, Texas, is a licensed broker with the Texas Real Estate Commission, a Realtor, and has earned the professional designation of Certified Apartment Manager, Certified New Home Sales Professional, and Certified Tax Credit Specialist.



Fred D'Lizarraga, Senior Vice President of Operations and COO



Fred D'Lizarraga is Sr. Vice President and COO for Palladium Management Company, Inc. He is responsible for supervising day-to-day operations of the entire Palladium multifamily portfolio for which he is directly responsible for all aspects of operations, employee training, and marketing programs.

Mr. D'Lizarraga has been in the property management industry since 1987 and has held various site and supervisory positions for several national property management companies and developers. His experience includes new construction, renovation, and lease-ups in various cities, states, and markets. He has both on-site and supervisory expertise with high rise, mid-rise, and garden style properties. Mr. D'Lizarraga is also highly experienced in market research studies, marketing plans, due diligence, property takeovers, construction punch, property openings, and property management transitions.

Fred received his bachelor's degree from the University of North Texas, in Denton, Texas, is a licensed salesperson with the Texas Real Estate Commission and has earned the professional designation of Certified Apartment Manager.



Cody Hunt, Director of Finance and Accounting



Cody J. Hunt, CPA is the Director – Finance and Accounting at Palladium USA International, Inc. Mr. Hunt directs and manages all accounting and finance operations for the U.S. office. Mr. Hunt began with Palladium as the Corporate Controller in 2019.

Prior to his joining Palladium, Mr. Hunt was a Senior Accountant at Sikich LLP in charge of managing audits for multiple clients across several industries and was also involved in the Business Succession Planning and Valuation practices.

Prior to Sikich, Mr. Hunt was an Audit Senior at Dauby O'Connor & Zaleski, LLC (DOZ). While at DOZ, he was responsible for managing and reviewing audits, cost certifications, and other consulting engagements for affordable housing clients that owned and operated numerous HUD, commercial, RD, and conventional tax credit properties throughout the U.S. Mr. Hunt also began his career at DOZ as an Audit Staff and prepared and reviewed audits for affordable housing clients.

Mr. Hunt is a licensed CPA and graduated from the Kelley School of Business at Indiana University with his Bachelor of Science in Business with majors in Accounting, Economic Consulting, and Public Policy Analysis.

Palladium Management Company, Inc.

Management Experience Past and Present

Present Management

Property	Type	Building	Location	Number of Units	
Verona	Market Rate	High-Rise	Dallas, Texas	273	HUD
Cottages at Tulane	Market Rate	Garden-Style	Plano, Texas	268	
Kiron at Aubrey	Tax-Credit	Garden-Style	Aubrey, Texas	150	HUD
Palladium Midland	Tax-Credit	Garden-Style	Midland, texas	264	
Palladium Van Alstyne Senior Living	Tax-Credit	Garden-Style	Van Alstyne, Texas	132	HUD
Palladium Garland	Tax-Credit	Garden-Style	Garland, Texas	140	
Palladium Anna	Tax-Credit	Garden-Style	Anna, Texas	120	HUD
Palladium Glenn Heights	Tax-Credit	Garden-Style	Glenn Heights, Texas	270	HUD
Palladium Fort Worth	Tax-Credit	Garden-Style	Fort Worth, Texas	150	
Palladium Denton	Tax-Credit	Garden-Style	Denton, Texas	150	HUD
Palladium Crowley	Tax-Credit	Garden-Style	Crowley, Texas	120	
Palladium Farmersville	Tax-Credit	Garden-Style	Farmersville, Texas	80	
Palladium RedBird	Tax-Credit	Garden-Style	Dallas, TX	300	HUD, Under Construction
Palladium Port Aransas	Tax-Credit	Garden-Style	Port Aransas, TX	180	HUD, Under Construction
Palladium West Francis	Tax-Credit	Garden-Style	Midland, TX	240	HUD, Under Construction
Palladium Venus	Tax-Credit	Garden-Style	Venus, TX	120	HUD, Under Construction
Palladium Little Elm II	Tax-Credit	Garden-Style	Little Elm, TX	324	HUD, Close 2022
Palladium Garland Senior Living	Tax-Credit	Garden-Style	Garland, Texas	122	HUD, Close 2022
Palladium Fain Street	Tax-Credit	Garden-Style	Fort Worth, Texas	90	HUD, Close 2022
Dallas Stemmons	Tax-Credit	Garden-Style	Dallas, Texas	87	HUD, Close 2022
				3,580	

Previous Management

Grand Treviso	Market Rate	High-Rise	Irving, Texas	247	
Canal Side Lofts	Market Rate	Mid-Rise	Irving, Texas	306	
Grand Venetian	Market Rate	Garden-Style	Irving, Texas	514	
Sundance	Market Rate	Garden-Style	Dallas, Texas	407	
1400 Hi Line	Market Rate	High-Rise	Dallas, Texas	314	Third-Party
The Arts By Jefferson	Market Rate	Mid-Rise	Dallas, Texas	228	Third-Party
Eilan	Market Rate	High-Rise	San Antonio, Texas	539	Third-Party
Ablon @ Frisco Bridges	Market Rate	Mid-Rise	Frisco, Texas	252	Third-Party
Heights at Park Lane	Market Rate	High-Rise	Dallas, Texas	325	Third-Party
Drexel Park Hollow	Market Rate & Condo Sales	Mid-Rise	Dallas, Texas	135	Third-Party
Sorrento	Condo Sales	Mid-Rise	Dallas, Texas	93	Third-Party
Vail Village	Market Rate	Garden-Style	Dallas, Texas	331	Third-Party
The Davis Building	Mixed Income	High-Rise	Dallas, Texas	183	Third-Party

Total Units: 7,454

Attachment "G" - Development Budget and Proforma

Embree Eastside Garland, Dallas County, Texas 2021 - 9% HTC; TDHCA #TBD

TDHCA Rent and Income Limits as of 12/10/2020

Rent Schedule

Unit Type	HTC Units	HOME/RAD Units	# of Units	% of Units	# of Bed-rooms	# of Baths	Unit Size (NRSF)	Total NRSF	Program Rent Limit	Tenant Paid Utility Allowance	Net Rent Per Unit	Total Monthly Rent	Total Annual Rent	Net Rent Per Unit Per SF
1bd/1ba	30%		6	9%	1	1	804	4,824	\$485	\$43	\$442	\$2,652	\$31,824	\$0.55
1bd/1ba PSH	30%		0	0%	1	1	804	-	\$485	\$43	\$442	\$0	\$0	\$0.55
1bd/1ba	40%		0	0%	1	1	804	-	\$647	\$43	\$604	\$0	\$0	\$0.75
1bd/1ba PSH	40%		0	0%	1	1	804	-	\$647	\$43	\$604	\$0	\$0	\$0.75
1bd/1ba	50%		19	28%	1	1	804	15,276	\$808	\$43	\$765	\$14,535	\$174,420	\$0.95
1bd/1ba PSH	50%		0	0%	1	1	804	-	\$808	\$43	\$765	\$0	\$0	\$0.95
1bd/1ba	60%		11	16%	1	1	804	8,844	\$970	\$43	\$927	\$10,197	\$122,364	\$1.15
1bd/1ba PSH	60%		0	0%	1	1	804	-	\$970	\$43	\$927	\$0	\$0	\$1.15
1bd/1ba	70%		2	3%	1	1	804	1,608	\$1,132	\$43	\$1,089	\$2,178	\$26,136	\$1.35
1bd/1ba	80%		1	1%	1	1	804	804	\$1,294	\$43	\$1,251	\$1,251	\$15,012	\$1.56
1bd/1ba	Market		30	43%	1	1	804	24,120	\$0	\$0	\$1,260	\$37,800	\$453,600	\$1.57
1bd/1ba	Market		0	0%	1	1	804	-	\$0	\$0	\$1,260	\$0	\$0	\$1.57
Total			52%	69	100%			55,476					\$823,356	\$1.24

2bd/2ba	30%		3	6%	2	2	960	2,880	\$582	\$56	\$526	\$1,578	\$18,936	\$0.55
2bd/2ba PSH	30%		0	0%	2	2	960	-	\$582	\$56	\$526	\$0	\$0	\$0.55
2bd/2ba	40%		0	0%	2	2	960	-	\$776	\$56	\$720	\$0	\$0	\$0.75
2bd/2ba PSH	40%		0	0%	2	2	960	-	\$776	\$56	\$720	\$0	\$0	\$0.75
2bd/2ba	50%		14	27%	2	2	960	13,440	\$970	\$56	\$914	\$12,796	\$153,552	\$0.95
2bd/2ba PSH	50%		0	0%	2	2	960	-	\$970	\$56	\$914	\$0	\$0	\$0.95
2bd/2ba	60%		19	37%	2	2	960	18,240	\$1,164	\$56	\$1,108	\$21,052	\$252,624	\$1.15
2bd/2ba PSH	60%		0	0%	2	2	960	-	\$1,164	\$56	\$1,108	\$0	\$0	\$1.15
2bd/2ba	70%		3	6%	2	2	960	2,880	\$1,358	\$56	\$1,302	\$3,906	\$46,872	\$1.36
2bd/2ba	80%		0	0%	2	2	960	-	\$1,552	\$56	\$1,496	\$0	\$0	\$1.56
2bd/2ba	Market		0	0%	2	2	1005	-	\$0	\$0	\$1,500	\$0	\$0	\$1.49
2bd/2ba	Market		12	24%	2	2	1005	12,060	\$0	\$0	\$1,500	\$18,000	\$216,000	\$1.49
Total			39%	51	100%			49,500					\$687,984	\$1.16

3bd/2ba	30%		0	0%	3	2	1164	-	\$672	\$70	\$602	\$0	\$0	\$0.52
3bd/2ba PSH	30%		0	0%	3	2	1164	-	\$672	\$70	\$602	\$0	\$0	\$0.52
3bd/2ba	40%		0	0%	3	2	1164	-	\$896	\$70	\$826	\$0	\$0	\$0.71
3bd/2ba PSH	40%		0	0%	3	2	1164	-	\$896	\$70	\$826	\$0	\$0	\$0.71
3bd/2ba	50%		0	0%	3	2	1164	-	\$1,120	\$70	\$1,050	\$0	\$0	\$0.90
3bd/2ba PSH	50%		0	0%	3	2	1164	-	\$1,120	\$70	\$1,050	\$0	\$0	\$0.90
3bd/2ba	60%		2	17%	3	2	1164	2,328	\$1,344	\$70	\$1,274	\$2,548	\$30,576	\$1.09
3bd/2ba PSH	60%		0	0%	3	2	1164	-	\$1,344	\$70	\$1,274	\$0	\$0	\$1.09
3bd/2ba	70%		1	8%	3	2	1164	1,164	\$1,568	\$70	\$1,498	\$1,498	\$17,976	\$1.29
3bd/2ba	80%		1	8%	3	2	1164	1,164	\$1,793	\$70	\$1,723	\$1,723	\$20,676	\$1.48
3bd/2ba	Market		8	67%	3	2	1164	9,312	\$0	\$0	\$1,750	\$14,000	\$168,000	\$1.50
3bd/2ba	Market		0	0%	3	2	1164	-	\$0	\$0	\$1,750	\$0	\$0	\$1.50
Total			9%	12	100%			13,968					\$237,228	\$1.42

Total Rental Income	100%	132	901	118,944	\$1,104	\$145,714	\$1,748,568	\$1.23
Affordable	82	62.1%	Average Affordable Rents		\$926			\$1.03
Market Rate	50	37.9%	Average Market Rate Rents		\$1,396			\$1.53

Non Rental Income	\$0.00	per unit/month for:	Garage and Carport Rentals	\$0	\$0
Non Rental Income	\$18.00	per unit/month for:	Application, Pet, Late and NSF Fees	\$2,376	\$28,512
Non Rental Income	\$9.10	per unit/month for:	Laundry, Vending, Cable	\$1,201	\$14,412
Total Non Rental Income	\$27.10			\$3,577	\$42,924

Total Gross Potential Revenue		\$149,291	\$1,791,492
Vacancy %	7.50%	\$11,197	\$134,362
Net Revenue		\$138,094	\$1,657,130

Schedule of Utility Allowances						
Category	Type	Bedrooms				
		Eff	1	2	3	4
Heating		\$0.0	\$10.64	\$12.53	\$14.12	\$0.00
Cooking		\$0.0	\$3.27	\$4.73	\$6.23	\$0.00
Other Electric		\$0.0	\$12.33	\$17.16	\$22.14	\$0.00
Air Conditioning		\$0.0	\$8.37	\$11.60	\$14.87	\$0.00
Water Heating		\$0.0	\$7.56	\$9.65	\$11.78	\$0.00
Electric Service Fee		\$0.0	\$0.00	\$0.00	\$0.00	\$0.00
Water		\$0.0	\$0.00	\$0.00	\$0.00	\$0.00
Sewer/Trash		\$0.0	\$0.00	\$0.00	\$0.00	\$0.00
Gas Service Fee		\$0.0	\$0.00	\$0.00	\$0.00	\$0.00
Adjuster to Current UA from DPC		\$0.0	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$0.0	\$43.00	\$56.00	\$70.00	\$0.00
Source	TDHCA					
Effective	17-Jan-20					

Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

ANNUAL OPERATING EXPENSES

	Total	Per Unit	Per NRSF
General & Administrative Expenses			
Accounting	10,000	76	0.08
Advertising	22,481	170	0.19
Legal fees	4,456	34	0.04
Leased equipment	6,000	45	0.05
Postage & office supplies	7,736	59	0.07
Telephone	6,500	49	0.05
Other - Computer and Related	7,311	55	0.06
Other - Compliance Consultant	11,088	84	0.09
Total General & Administrative Expenses:	75,572	573	0.64
Management Fee: 5.0%	82,857	628	0.70
Payroll, Payroll Tax & Employee Benefits			
Management	78,922	598	0.66
Maintenance	94,707	717	0.80
Total Payroll, Payroll Tax & Employee Benefits:	173,629	1,315	1.46
Repairs & Maintenance			
Elevator	-	-	-
Exterminating	1,612	12	0.01
Grounds	9,376	71	0.08
Make-ready	45,622	346	0.38
Repairs	32,320	245	0.27
Pool	2,687	20	0.02
Contract Maintenance	-	-	-
Other	-	-	-
Total Repairs & Maintenance:	91,617	694	0.77
Utilities			
Electric	25,259	191	0.21
Natural gas	-	-	-
Trash	9,674	73	0.08
Water & sewer	56,422	427	0.47
Other	-	-	-
Other	-	-	-
Total Utilities:	91,355	692	0.77
Property Insurance:	66,000	500	0.55
Property Taxes			
Annual Property Taxes:	171,600	1,300	1.44
Payments in Lieu of Taxes:	-	-	-
Other Taxes: Franchise Tax	1,646	12	0.01
Total Property Taxes:	173,246	1,312	1.46
Reserve for Replacements:	33,000	250	0.28
Other Expenses			
Cable TV	-	-	-
Supportive service contract fees	-	-	-
TDHCA Compliance fees	3,280	25	0.03
Bond Administration Fees	-	-	-
Security	-	-	-
Other - TSAHC Bond Compliance Fees	-	-	-
Other - Bond Administration	-	-	-
Total Other Expenses:	3,280	25	0.03
TOTAL ANNUAL EXPENSES	790,556	5,989	6.65
Expense to Income Ratio:	47.71%		
NET OPERATING INCOME	866,574	6,565	7.29
Annual Debt Service			
1st Mortgage	722,146	5,471	6.07
HOME Funds	-	-	-
LPS Funding	-	-	-
Other	-	-	-
Total Annual Debt Service	722,146	5,471	6.07
Debt Coverage Ratio 1.20			
NET CASH FLOW	144,429	1,094	1.21

Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

Development Cost Schedule

	Total Cost	Per Unit	Per SF	Eligible Basis
ACQUISITION				
Site acquisition cost	2,000,000	15,152	16.81	0
Existing building acquisition cost	0	0	0.00	0
Rollback Taxes	0	0	0.00	0
Other - Broker Fees	60,000	455	0.50	0
Subtotal Acquisition Cost	\$2,060,000	15,606	17.32	\$0
OFF-SITES				
Off-site concrete	0	0	0.00	0
Storm drains & devices	0	0	0.00	0
Water & fire hydrants	0	0	0.00	0
Off-site utilities	0	0	0.00	0
Sewer lateral(s)	0	0	0.00	0
Off-site paving	0	0	0.00	0
Off-site electrical	0	0	0.00	0
Other -	0	0	0.00	0
Subtotal Off-Sites Cost	\$0	0	0.00	\$0
SITE WORK				
Demolition	0	0	0.00	0
Rough grading	450,840	3,415	3.79	450,840
Fine grading	89,925	681	0.76	89,925
On-site concrete	563,854	4,272	4.74	563,854
On-site electrical	135,495	1,026	1.14	135,495
On-site paving	0	0	0.00	0
On-site utilities	507,347	3,844	4.27	507,347
Decorative masonry	0	0	0.00	0
Bumper stops, striping & signs	17,013	129	0.14	17,013
Other -	0	0	0.00	0
Subtotal Site Work Cost	\$1,764,473	13,367	14.83	\$1,764,473
SITE AMENITIES				
Landscaping	208,866	1,582	1.76	208,866
Pool and decking	319,612	2,421	2.69	319,612
Athletic court(s), playground(s)	70,800	536	0.60	70,800
Fencing	199,751	1,513	1.68	199,751
Other -	0	0	0.00	0
Subtotal Site Amenities Cost	\$799,030	6,053	6.72	\$799,030
BUILDING COSTS:				
Concrete	2,182,313	16,533	18.35	2,182,313
Masonry	539,748	4,089	4.54	539,748
Metals	299,379	2,268	2.52	299,379
Woods and Plastics	3,163,495	23,966	26.60	3,163,495
Thermal and Moisture Protection	187,104	1,417	1.57	187,104
Roof Covering	349,275	2,646	2.94	349,275
Doors and Windows	790,150	5,986	6.64	790,150
BUILDING COSTS (Continued)				
Finishes	266,614	2,020	2.24	266,614
Specialties	112,267	851	0.94	112,267
Equipment	501,190	3,797	4.21	501,190
Furnishings	442,483	3,352	3.72	442,483
Special Construction	0	0	0.00	0
Conveying Systems (Elevators)	0	0	0.00	0
Mechanical (HVAC; Plumbing)	2,092,165	15,850	17.59	2,092,165
Electrical	1,591,950	12,060	13.38	1,591,950
Individually itemize costs below:				
Detached Community Facilities/Building	477,500	3,617	4.01	477,500
Carports and/or Garages	0	0	0.00	0
Lead-Based Paint Abatement	0	0	0.00	0

Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

Development Cost Schedule

		Total Cost	Per Unit	Per SF	Eligible Basis	
Asbestos Abatement		0	0	0.00	0	
Structured Parking		0	0	0.00	0	
Commercial Space Costs		0	0	0.00	0	
Other -		0	0	0.00	0	
Subtotal Building Costs		\$12,995,633	98,452	109.26	\$12,995,633	
Voluntary Eligible "Building Costs"				84.35	\$10,032,926	
TOTAL BUILDING COSTS & SITE WORK		\$15,559,136	117,872	130.81	\$12,596,429	
(including site amenities)						
Contingency	3.81%	\$592,039	4,485	4.98	\$629,821	5.00%
TOTAL HARD COSTS		\$16,151,175	122,357	135.79	\$13,226,251	
OTHER CONSTRUCTION COSTS						
General requirements (6%)	6.00%	933,548	7,072	7.85	793,575	6.00%
Field supervision (within GR limit)		0	0	0.00	0	
Contractor overhead (2%)	2.00%	311,183	2,357	2.62	264,525	2.00%
G & A Field (within overhead limit)		0	0	0.00	0	
Contractor profit (6%)	6.00%	933,548	7,072	7.85	793,575	6.00%
TOTAL CONTRACTOR FEES		\$2,178,279	16,502	18.31	\$1,851,675	
TOTAL CONSTRUCTION CONTRACT		\$18,329,454	138,859	154.10	\$15,077,926	
Voluntary Eligible "Building Costs"				126.76	\$15,077,926	
SOFT COSTS						
Architectural - Design fees		332,446	2,519	2.79	332,446	
Architectural - Supervision fees		90,000	682	0.76	90,000	
Engineering fees		95,000	720	0.80	95,000	
Real estate attorney/other legal fees		150,000	1,136	1.26	75,000	
Accounting fees		30,000	227	0.25	30,000	
Impact Fees		405,547	3,072	3.41	405,547	
Building permits & related costs		121,103	917	1.02	121,103	
Appraisal		8,000	61	0.07	8,000	
Market analysis		11,000	83	0.09	11,000	
Environmental assessment		6,950	53	0.06	6,950	
Soils report		5,280	40	0.04	5,280	
Survey		21,800	165	0.18	21,800	
Marketing		0	0	0.00	0	
Hazard & liability insurance		310,624	2,353	2.61	310,624	
Real property taxes		85,800	650	0.72	85,800	
Personal property taxes		0	0	0.00	0	
Tenant relocation expenses		0	0	0.00	0	
Contingency		100,000	758	0.84	0	
Reimbursables		100,000	758	0.84	0	
FF&E		300,000	2,273	2.52	300,000	
Subtotal Soft Cost		\$2,173,550	16,466	18.27	\$1,898,550	
FINANCING:						
CONSTRUCTION LOAN(S)						
Interest		595,999	4,515	5.01	476,799	
Loan origination fees		44,225	335	0.37	44,225	
Title & recording fees		133,605	1,012	1.12	133,605	
Closing costs & legal fees		44,000	333	0.37	44,000	
Inspection fees		113,708	861	0.96	113,708	
Credit Report		0	0	0.00	0	
Discount Points		0	0	0.00	0	
Letters of Credit		0	0	0.00	0	
Materials Testing		5,000	38	0.04	5,000	

Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

Development Cost Schedule

	Total Cost	Per Unit	Per SF	Eligible Basis
Letter of Credit/MIP	0	0	0.00	0
PERMANENT LOAN(S)				
Loan origination fees	147,416	1,117	1.24	0
Title & recording fees	0	0	0.00	0
Closing costs & legal	45,000	341	0.38	0
Bond premium	0	0	0.00	0
Credit report	0	0	0.00	0
Discount points	0	0	0.00	0
Credit enhancement fees	0	0	0.00	0
Prepaid MIP	0	0	0.00	0
Mortgage Broker	0	0	0.00	0
Application Fee	0	0	0.00	0
BRIDGE LOAN(S)				
Interest	83,946	636	0.71	0
Loan origination fees	75,611	573	0.64	0
Title & recording fees	0	0	0.00	0
Closing costs & legal fees	0	0	0.00	0
Other -	0	0	0.00	0
Other -	0	0	0.00	0
OTHER FINANCING COSTS	0			
Tax credit fees	64,710	490	0.54	0
Tax and/or bond counsel	0	0	0.00	0
Payment bonds	0	0	0.00	0
Performance bonds	147,812	1,120	1.24	147,812
Credit enhancement fees	0	0	0.00	0
Mortgage insurance premiums	73,708	558	0.62	0
Cost of bond underwriting & issuance	0	0	0.00	0
Syndication organizational cost	0	0	0.00	0
Tax opinion	0	0	0.00	0
Contractor Guarantee Fee	0	0	0.00	0
Developer Guarantee Fee	0	0	0.00	0
Other - Equity Investor Legal	35,000	265	0.29	17,500
Other - Freddie Mac Standby Fee	0	0	0.00	0
Subtotal Financing Cost	\$1,609,739	12,195	13.53	\$982,649
DEVELOPER FEES				
Housing consultant fees	0	0	0.00	0
General & administrative	0	0	0.00	0
Profit or fee	3,181,598	24,103	26.75	2,693,869
Subtotal Developer Fees	\$3,181,598	24,103	26.75	\$2,693,869
				15.00%
RESERVES				
HUD 4% Working Capital Reserve	589,664	4,467	4.96	0
HUD Operating Deficit Reserve	756,351	5,730	6.36	0
Replacement Reserve	0	0	0.00	0
HUD Tenant Services Reserve	30,000	227	0.25	0
Subtotal Reserves	\$1,376,015	10,424	11.57	\$0
TOTAL HOUSING DEVELOPMENT COSTS	\$28,730,355	217,654	241.55	\$20,652,994
Total Eligible Basis				\$20,652,994
High Cost Area Adjustment (100% or 130%)				130%
Total Adjusted Basis				\$26,848,892
Applicable Fraction				62.121212%
Total Qualified Basis				\$16,678,857
Applicable Percentage				9.000%
Credits Supported By Eligible Basis				\$1,501,097
(May be greater than actual request)				
Credits Approved by TDHCA				\$1,500,000

Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

15 YEAR OPERATING PROFORMA															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
Income																													
Gross Potential Revenue		1,748,568	1,783,539	1,819,210	1,855,594	1,892,706	1,930,560	1,969,172	2,008,555	2,048,726	2,089,701	2,131,495	2,174,125	2,217,607	2,261,959	2,307,198													
Other Income		42,924	43,782	44,658	45,551	46,462	47,392	48,339	49,306	50,292	51,298	52,324	53,371	54,438	55,527	56,637													
Interest Earnings on DSRF		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0													
Total Gross Potential Revenue		1,791,492	1,827,322	1,863,868	1,901,146	1,939,169	1,977,952	2,017,511	2,057,861	2,099,018	2,140,999	2,183,819	2,227,495	2,272,045	2,317,486	2,363,836													
Less: Vacancy		134,362	137,049	139,790	142,586	145,438	148,346	151,313	154,340	157,426	160,575	163,786	167,062	170,403	173,811	177,288													
7.50%																													
TOTAL REVENUE		1,657,130	1,690,273	1,724,078	1,758,560	1,793,731	1,829,606	1,866,198	1,903,522	1,941,592	1,980,424	2,020,032	2,060,433	2,101,642	2,143,674	2,186,548													
Expenses																													
General and Administrative Expenses		75,572	77,839	80,174	82,580	85,057	87,609	90,237	92,944	95,732	98,604	101,562	104,609	107,748	110,980	114,309													
Management Fee		82,857	84,514	86,204	87,928	89,687	91,480	93,310	95,176	97,080	99,021	101,002	103,022	105,082	107,184	109,327													
Payroll, Payroll Taxes, Employee Benefits		173,629	178,838	184,203	189,729	195,421	201,284	207,322	213,542	219,948	226,546	233,343	240,343	247,553	254,980	262,629													
Repairs and Maintenance		91,617	94,366	97,196	100,112	103,116	106,209	109,395	112,677	116,058	119,539	123,126	126,819	130,624	134,543	138,579													
Electric and Gas Utilities		25,259	26,017	26,797	27,601	28,429	29,282	30,161	31,066	31,998	32,957	33,946	34,965	36,013	37,094	38,207													
Water, Sewer and Trash Utilities		66,096	68,079	70,121	72,225	74,392	76,623	78,922	81,290	83,728	86,240	88,827	91,492	94,237	97,064	99,976													
Annual Property Insurance Premiums		66,000	67,980	70,019	72,120	74,284	76,512	78,807	81,172	83,607	86,115	88,698	91,359	94,100	96,923	99,831													
Property Taxes		173,246	178,443	183,797	189,311	194,990	200,840	206,865	213,071	219,463	226,047	232,828	239,813	247,007	254,418	262,050													
Reserves		33,000	33,990	35,010	36,060	37,142	38,256	39,404	40,586	41,803	43,058	44,349	45,680	47,050	48,462	49,915													
Other Expenses		3,280	3,378	3,480	3,584	3,692	3,802	3,916	4,034	4,155	4,280	4,408	4,540	4,676	4,817	4,961													
TOTAL EXPENSES		790,556	813,444	837,002	861,250	886,208	911,898	938,340	965,557	993,572	1,022,408	1,052,090	1,082,643	1,114,092	1,146,464	1,179,786													
NET OPERATING INCOME																													
		866,574	876,829	887,076	897,310	907,523	917,708	927,858	937,965	948,020	958,016	967,942	977,790	987,550	997,211	1,006,762													
Debt Service																													
Tax-Exempt Bonds		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0													
Coverage		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00													
Taxable debt		722,146	721,715	721,270	720,808	720,331	719,836	719,324	718,793	718,244	717,675	717,085	716,475	715,843	715,189	714,511													
Coverage		1.200	1.21	1.23	1.24	1.26	1.27	1.29	1.30	1.32	1.33	1.35	1.36	1.38	1.39	1.41													
Other Debt - HOME Funds		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0													
Other Debt Coverage - HOME Funds		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00													
TOTAL DEBT SERVICE		722,146	721,715	721,270	720,808	720,331	719,836	719,324	718,793	718,244	717,675	717,085	716,475	715,843	715,189	714,511													
All In Debt Service Coverage Ratio		1.20	1.21	1.23	1.24	1.26	1.27	1.29	1.30	1.32	1.33	1.35	1.36	1.38	1.39	1.41													
Total																													
CASH FLOW		144,429	155,114	165,806	176,501	187,192	197,872	208,534	219,172	229,777	240,341	250,857	261,315	271,706	282,022	292,251													
Release of HUD Working Capital Reserve		294,832	294,832	-	-	-	-	-	-	-	-	-	-	-	-	-													
Syndicator Asset Management Fee - Estimated		(9,000)	(9,270)	(9,548)	(9,835)	(10,130)	(10,433)	(10,746)	(11,069)	(11,401)	(11,743)	(12,095)	(12,458)	(12,832)	(13,217)	(13,613)													
Net Cash Flow		430,261	440,676	156,258	166,667	177,062	187,439	197,788	208,103	218,376	228,598	238,762	248,857	258,875	268,805	278,637													
Deferred Developer Fee (+ interest)		\$191,015	1%	-	-	-	-	-	-	-	-	-	-	-	-	-													
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Embree Eastside
Garland, Dallas County, Texas
2021 - 9% HTC; TDHCA #TBD

Financing Narrative and Summary of Sources and Uses of Funds

Financing Participants		Funding Description	Construction Period			Permanent Period					
			Loan/Equity Amount	Interest Rate	Lien Position	Loan/Equity Amount	Interest Rate	Amort-ization Yrs	Term (Yrs)	Syndication Rate	Lien Position
Debt											
TDHCA	HOME		\$0	0%		\$0	0%	30	40		0
TDHCA	NSP		\$0	0%		\$0	0%	0	0		
TDHCA	Mortgage Revenue Bond		\$0	0%		\$0	0%	0	0		
TBD Bank	HUD 221(d)(4)		\$14,741,600	3.50%	1	\$14,741,600	3.75%	40	40		1
TBD Bank	Equity Bridge Loan		\$7,570,000	4.45%	2	\$0					
Third Party Equity											
TBD Bank	HTC	\$1,500,000	\$4,731,949			\$13,797,240				\$0.920	
Grant											
Garland, Dallas County, Texas			\$500			\$500					
			\$0			\$0					
Deferred Developer Fee											
Palladium USA and HUB			\$1,686,307			\$191,015					
Other											
Deferred Operating Deficit Reserve			\$0			\$0					
GP Equity			\$0			\$0					
Future			\$0			\$0					
Total Sources of Funds			\$28,730,355				\$28,730,355				
Total Uses of Funds						\$28,730,355					
				\$0	OK		\$0	OK			

Briefly describe the financing plan for the Development, including the sources and uses of funds, matching funds (if applicable), and any other financing. The information must be consistent with all other documentation in this section.



**We Want to Hear
From You!**



**Contact us to share your thoughts
and/or ask questions about the
Planned Embree EastSide.**

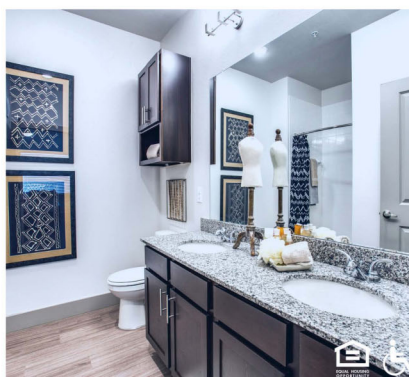
1010 Hwy 66
Garland, TX 75040

Info@EmbreeEastSide.com
(972) 774-4435



Find Us On Facebook





Scoring for Low Income Housing Tax Credit Application

Developer Name:	<u>Embree Eastside, Ltd. a to be formed limited partnership</u>
Project Location:	<u>1010 State Highway 66</u>
Number of Units:	<u>132</u>
Percentage Affordable:	<u>62.1%</u>
Age Restricted:	<u>N/A</u>
Market Rate Percentage	<u>37.9%</u>

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points: 100

Development Type - Maximum 35 points5

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points

Rehabilitation of Existing Multifamily Complex = 25 points

New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan -**Maximum 5 Points**5

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments –**Maximum 5 points**5

Yes = 5 points

Access to DART Transportation - Maximum 5 points5

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Proximity to 24-Hour Emergency Medical Facility –**Maximum 10 points**

After discussion with City Staff on January 13, 2021, proximity to Parkland Garland will count for max points as due to COVID-19 not all 24-hour Emergency Medical Facilities are open 24-hours.

0-.50 mile = 10 points

.51 miles to 1 mile – 5 points

10**Mixed Income Developments - Maximum 10 points**10

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

0

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

5

Yes = 5 points

Age Restricted Development - Maximum 5 points

0

Senior 55+ = 5 points

Community Support - Maximum 10 points

10

After discussion with City Staff on January 13, 2021, meetings held with Council Person, City Staff, and Community Leaders will contribute towards max points.

Received Council Person Support = 5 points
Conducted Community Meetings = 5 points
No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

5

Yes = 5 points

TOTAL Application Points

60



GARLAND

PLANNING

January 11, 2021

Palladium USA International, Inc.
Mr. Avis F. Chaisson
13455 Noel Road
Suite 400
Dallas, TX 75240

RE: Zoning Verification Letter
Property Identified as 1010 State Highway 66, Garland, Texas

Dear Mr. Chaisson:

This letter is to confirm that the above referenced property is zoned Community Retail (CR) District. Multi-family Use or Senior Living Use is not permitted on this site, it would require a zoning change. Additionally, a zoning map is attached indicating the location of the property and the zoning district. The land use matrix listing the uses for this district can be found at <http://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=garlandgdcset>.

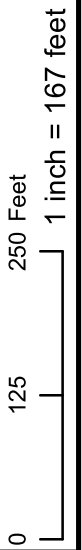
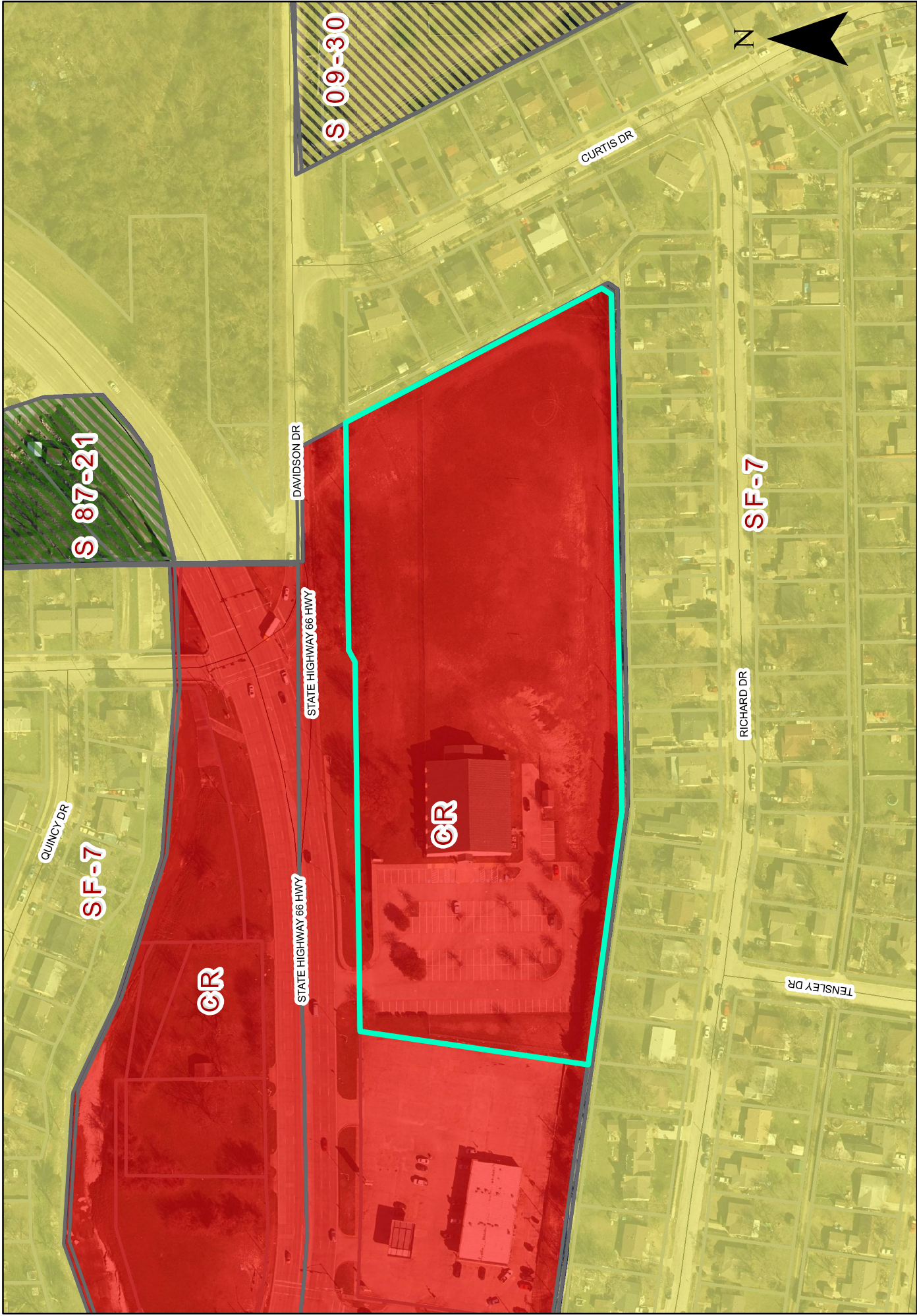
For any violations you may contact Building Inspection at 972-205-2300. If further information or assistance is needed, please contact the Planning Department at (972) 205-2445.

Sincerely,

Denise Phillips

Denise Phillips
Planning Technician
Planning Department
City of Garland

Encl. Zoning Map for Subject Site
Request Letter and Receipt



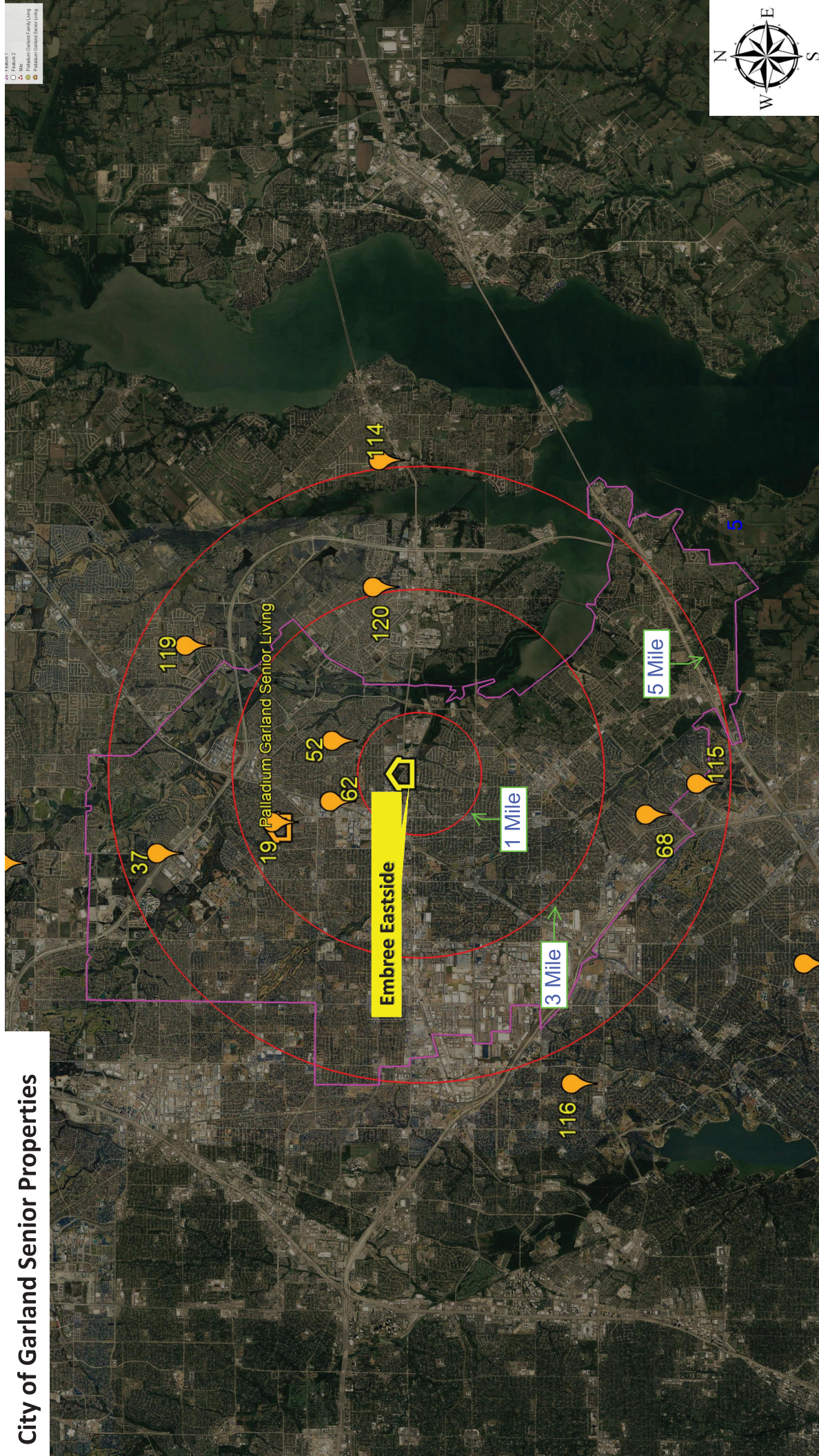
1010 State Highway 66

INDICATES AREA OF REQUEST



Attachment "K" - Market Analysis

City of Garland Senior Properties



CITY OF GARLAND (and surrounding); SENIOR PROPERTIES

12-18-2020

AFFORDABLE
SENIOR

List #	ALN #	Property Name	No. Units	Avg. SqFt	Yr. Built	Avg.Mkt Rent	\$/SqFt	Mgmt. Co
19	144521	Cesera	204	901	2006	\$980	\$1.09	Avenue5 Residential
37	296722	Firewheel Town Village	154	854	2018	\$1,509	\$1.77	Portico Property Management
52	150041	Hometowne at Garland	168	923	2012	\$908	\$0.98	Integrated Real Estate Group
62	303465	Lavon Senior Villas	120	832	2020	\$735	\$0.88	Mayfair Management Group
68	249221	Montclair Estates	111	737	1984	\$1,087	\$1.47	ParaWest Management
114		Lakeview Pointe	272	737	2020	\$957	\$1.30	RISE Residential
115		Evergreen at Mesquite	200	851	2004	\$948	\$1.11	Churchill Residential
116		Landon at Lake Highlands	175	857	2009	\$3,671	\$4.28	Grace Management Inc.
117		Positano	232	901	2006	\$930	\$1.03	Avenue5 Residential
118		Evergreen at Richardson	170	813	2011	\$901	\$1.11	Churchill Residential
119		Ariel Pointe of Sachse	215	863	2020	\$3,254	\$3.77	Civitas Senior Living
120		Evergreen at Rowlett	138	804	2017	\$747	\$0.93	Churchill Residential
		 Palladium Garland Senior Living	122	832	2022	\$951	\$1.14	Palladium Management Company

2281

Averages

175

841

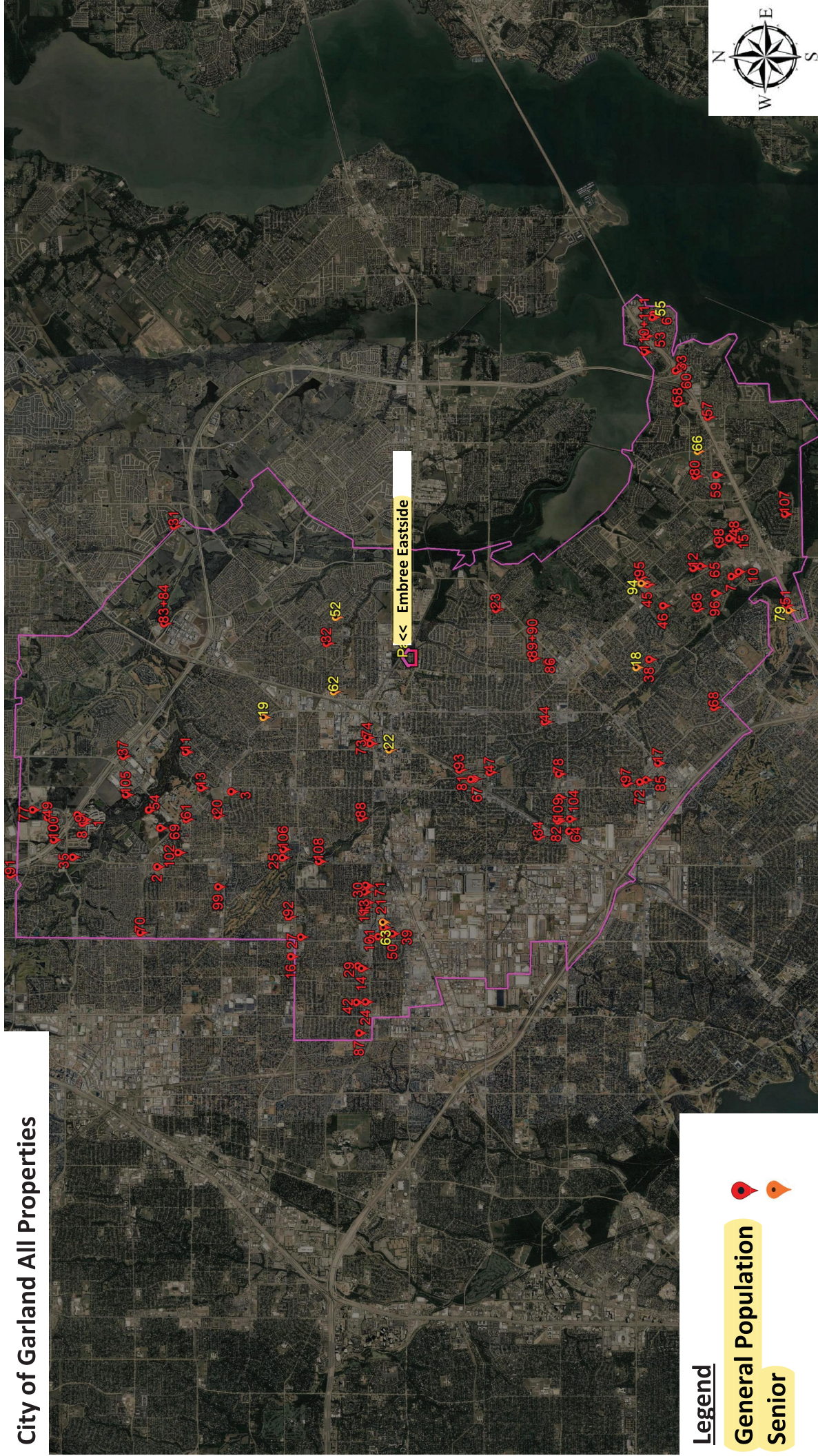
2011

13 Senior Properties

12 Senior Properties built in last 16 years

>> Average age is 2011

City of Garland All Properties



CITY OF GARLAND; FAMILY PROPERTIES

12-18-2020

AFFORDABLE

List #	ALN #	Property Name	No. Units	Avg. SqFt	Yr. Built	Avg.Mkt Rent	\$/SqFt	Mgmt. Co
1	310767	Alta Spring Creek	225	817	2020	\$1,339	\$1.64	Wood Partners
2	329756	Embree Hill	139	820	2020	\$1,200	\$1.46	Highmark Residential
3	305003	Northside at the Woodlands	300	811	2020	\$1,311	\$1.62	Greystar Management
4	297016	Jefferson Woodlands	364	856	2019	\$1,406	\$1.64	ZRS Management LLC
5	302926	One90 Firewheel	483	928	2019	\$1,378	\$1.48	Integrated Real Estate Group
6	288958	City Square I & II	126	782	2018	\$991	\$1.27	RISE Residential
7	281687	Domain at the One Forty I	299	986	2018	\$1,407	\$1.43	Pinnacle
8	291815	Palladium Garland	140	949	2018	\$1,079	\$1.14	Omnium Management
9	287875	Berkshire Preserve	560	879	2017	\$1,356	\$1.54	Berkshire Residential Investments
10	287874	Berkshire Spring Creek	376	940	2017	\$1,530	\$1.63	Berkshire Residential Investments
11	287873	Hendry	399	1,048	2017	\$1,407	\$1.34	CAF Management
12	248848	Parc at Garland	198	907	2017	\$1,263	\$1.39	SunRidge Management Group
13	281073	Oaks 5th Street Crossing City Center	153	857	2015	\$1,271	\$1.48	Oaks Properties LLC
14	150328	Carriage Homes on the Lake	147	1,045	2014	\$1,637	\$1.57	SunRidge Management Group
15	244518	Parkside at Firewheel II	282	813	2013	\$1,213	\$1.49	Waterton
16	146889	Savoy of Garland	144	807	2009	\$1,202	\$1.49	Clear Property Management
17	146762	Oaks 5th Street Crossing City Station	188	827	2008	\$1,085	\$1.31	Oaks Properties LLC
18	144802	Parkside at Firewheel I	312	1,016	2007	\$1,257	\$1.24	Waterton
19	137972	Equinox on the Park	338	968	2002	\$1,354	\$1.40	Busboom Group
20	137926	Stoneleigh on Spring Creek	500	886	2002	\$1,185	\$1.34	Berkshire Residential Investments
21	137969	Belmont at Duck Creek	240	826	2001	\$1,186	\$1.44	Bridge Property Management
22	137826	Centerville Pointe	250	1,223	1998	\$1,055	\$0.86	Cohen-Esrey Real Estate, Inc.
23	137709	Seven Oaks	308	925	1998	\$1,217	\$1.32	Rockwood Capital
24	137573	Retreat at Spring Park	188	1,054	1996	\$1,320	\$1.25	Morguard Management
25	137607	Meadows	152	814	1995	\$1,032	\$1.27	Accolade Property Management
26	135638	Amberly Village	148	1,296	1989	\$1,406	\$1.09	Anterra Management Corp
27	136282	Hubbard's Ridge	196	783	1989	\$883	\$1.13	Vickery Development
28	136235	Forest at Duck Creek	130	879	1986	\$1,229	\$1.40	Cirrus Asset Management, Inc.
29	136276	Fox Bend	100	969	1985	\$1,017	\$1.05	Alton Management
30	135888	Oak Glen	150	785	1985	\$987	\$1.26	Wells Asset Management, Inc.
31	137569	On the Lake	64	851	1985	\$1,074	\$1.26	Westdale Asset Management
32	136343	Residences at Mesa Ridge I & II	358	712	1985	\$1,020	\$1.43	Exponential Property Group
33	136410	Rosehill Place	64	1,250	1985	\$1,095	\$0.88	Smith Properties
34	135701	Seacrest	948	784	1985	\$976	\$1.25	Pioneer Property Management
35	135985	Boulders	348	776	1984	\$1,031	\$1.33	Fath Properties
36	137624	Country Club	36	1,011	1984	\$1,014	\$1.00	Tipton Group
37	135757	Courtyard	123	656	1984	\$998	\$1.52	LumaCorp Inc.
38	136340	Gatewood Village	60	750	1984	\$897	\$1.20	CWL Management
39	135753	Landmark at Lake Village East	321	891	1984	\$1,013	\$1.14	Madera Residential
40	136357	Landmark at Lake Village North	848	828	1984	\$947	\$1.14	Madera Residential
41	136336	Landmark at Lake Village West	155	938	1984	\$988	\$1.05	Highmark Residential
42	135986	Landmark at Spring Creek	236	880	1984	\$1,090	\$1.24	Highmark Residential
43	136338	Regents Point	84	1,162	1984	\$1,228	\$1.06	Regents Point Realty
44	135774	Rosegate Townhomes	72	1,225	1984	\$1,377	\$1.12	Wehner Multifamily, LLC
45	282760	West Point	19	810	1984	\$883	\$1.09	Smith Properties
46	136246	Amber Creek	64	900	1983	\$1,107	\$1.23	Luminera Asset Management
47	136332	Arts at Broadway Commons I	232	818	1983	\$1,098	\$1.34	Medve Group
48	136237	Arts at Broadway Commons II	120	949	1983	\$1,182	\$1.25	Medve Group
49	136688	Brandon Walk	194	805	1983	\$1,160	\$1.44	Adara Communities
50	136286	Creeside on the Green	296	809	1983	\$1,105	\$1.37	Winn Residential
51	307595	Glenrose Square	35	932	1983	\$1,075	\$1.15	Frontline Property Management
52	135656	Hills of Palos Verdes	154	813	1983	\$1,098	\$1.35	Valiant Residential
53	136365	Lake Meadows	96	975	1983	\$1,090	\$1.12	SunRidge Management Group
54	135752	Nova Park	198	808	1983	\$1,135	\$1.40	Spectrum Realty Group
55	136079	Peachtree Square	344	811	1983	\$920	\$1.13	Taft Management US Inc
56	136268	Residences at Mesa Ridge III	134	894	1983	\$1,146	\$1.28	Exponential Property Group
57	136045	Saddletree	224	812	1983	\$1,095	\$1.35	Valiant Residential
58	136179	Shiloh Oaks	248	898	1983	\$1,157	\$1.29	LumaCorp Inc.

CITY OF GARLAND; FAMILY PROPERTIES

12-18-2020

AFFORDABLE

List #	ALN #	Property Name	No. Units	Avg. SqFt	Yr. Built	Avg.Mkt Rent	\$/SqFt	Mgmt. Co
59	136101	Valley Creek	148	805	1983	\$974	\$1.21	Amalgamated Management Corp.
60	136366	Waterside I	80	900	1983	\$875	\$0.97	Madera Residential
61	136088	Broadway	288	788	1982	\$1,148	\$1.46	Exponential Property Group
62	136668	Waterside II	68	841	1982	\$839	\$1.00	Madera Residential
63	135702	English Village	80	736	1981	\$660	\$0.90	Independent
64	136504	Esencia	200	941	1981	\$1,213	\$1.29	Trinity Multifamily
65	137953	Fox Bend Townhomes	121	1,045	1980	\$1,047	\$1.00	Alton Management
66	136143	Pepperwood	218	670	1980	\$767	\$1.15	Pardue Management Company
67	296991	Castle Glen	48	873	1978	\$1,050	\$1.20	Fairmont Management
68	136280	Gateway Place	142	857	1978	\$1,028	\$1.20	Fath Properties
69	136043	Meadow Creek	128	800	1978	\$898	\$1.12	Luminera Asset Management
70	137814	Oaks Branch I	76	1,075	1978	\$1,199	\$1.12	Fairmont Management
71	136040	Stoneleigh Place	192	816	1978	\$1,017	\$1.25	AV Property Management
72	138023	Lake Colony Townhomes	38	1,971	1976	\$1,645	\$0.83	Westdale Asset Management
73	136657	Casa Del Mar	59	743	1975	\$885	\$1.19	Independent
74	136287	Country Village	160	975	1975	\$1,078	\$1.11	American Nortex, Inc.
75	136377	Park Ridge Community	164	752	1975	\$849	\$1.13	RMC Coach Light Management
76	136387	Bay Island	120	873	1973	\$1,113	\$1.27	Rockwall REI
77	136249	Cedars	148	703	1973	\$819	\$1.16	Pacific Team Management Co.
78	214282	Garland Oaks	61	735	1973	\$1,034	\$1.41	Class A Management
79	137405	Legacy Pointe	184	828	1973	\$1,001	\$1.21	Mayfair Management Group
80	136294	Chateau Estates	184	883	1972	\$1,131	\$1.28	AV Property Management
81	135790	Glenbrook Place	88	1,151	1972	\$1,065	\$0.93	Hudson Peters Commercial
82	135823	Lake Colony	270	831	1972	\$890	\$1.07	Westdale Asset Management
83	136417	Villa Del Rio	162	759	1972	\$973	\$1.28	City Gate Property Group
84	136250	El Castillo	96	882	1971	\$1,071	\$1.21	Cirrus Asset Management, Inc.
85	137241	Forest Glen	152	871	1971	\$943	\$1.08	Univesco
86	137370	Garland Gardens	216	1,017	1971	\$1,103	\$1.08	Texas Apartment Services, LLC
87	136669	Little Brook	52	939	1971	\$733	\$0.78	Texas Apartment Services, LLC
88	136245	Centerville Crossing	152	875	1970	\$897	\$1.03	Walker Holder Residential
89	214310	Mirasol	75	624	1970	\$795	\$1.27	RMC Coach Light Management
90	136373	Pebblebrook	76	930	1970	\$1,079	\$1.16	Wehner Multifamily, LLC
91	136044	Crossings	152	800	1969	\$872	\$1.09	Devonshire Real Estate
92	214367	Richland	216	1,025	1969	\$1,068	\$1.04	Fairmont Management
93	136360	River Glen	226	679	1969	\$821	\$1.21	Pardue Management Company
94	137372	Saturn Square	117	986	1969	\$1,135	\$1.15	Protea Real Estate
95	214277	Dell-Marr	122	629	1967	\$825	\$1.31	City Gate Property Group
96	137371	Spanish Plaza	120	557	1967	\$978	\$1.76	Wehner Multifamily, LLC
97	136124	Woodgate	253	735	1967	\$918	\$1.25	Independent
98	136563	Gardens on Walnut	160	900	1966	\$974	\$1.08	Allied Property Management
99	136502	Villa Placitia	122	610	1966	\$872	\$1.43	Wehner Multifamily, LLC
100	136372	Crest Ridge	102	825	1965	\$1,046	\$1.27	DVNV, Inc
101	136451	Cherrybrook	166	657	1964	\$865	\$1.32	Pardue Management Company
102	137463	Creekside	64	697	1964	\$888	\$1.27	Pardue Management Company
103	136528	Oak Creek	109	833	1964	\$916	\$1.10	Wehner Multifamily, LLC
104	256128	Shadowood	60	824	1964	\$1,062	\$1.29	Devonshire Real Estate
105	136664	Hickory	68	816	1963	\$889	\$1.09	Indio Management
106	136646	Orchard Hills	50	731	1962	\$954	\$1.31	City Gate Property Group
107	137464	Parkside	56	806	1961	\$906	\$1.12	J Hester Properties
108	137291	Spanish Stone	126	733	1959	\$826	\$1.13	Granite Redevelopment
Averages			20,145	876	1985	\$1,103	\$1.26	
Embree Eastside			140	949	2023	\$1,079	\$1.14	

108 Properties

21 built in last 20 Years

7 Affordable

2 Affordable built in last 20 years

>> Significant demand and need for new Family developments

>> Existing product has smaller sq. ft. and higher rent with average 1985 vintage

AFFORDABLE HOUSING ANALYSTS
Appraisers/Market Analyst/Consultants

January 15, 2021

Mr. Tom Huth
Embree Eastside, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240

Reference: Embree Eastside: A 132-unit General Population development proposed to be constructed and operated as a Housing Tax Credit (HTC) mixed-income apartment project. The subject property is located on the south line of State Highway 66, just east of Dairy Road in Garland, Dallas County, Texas 75040.

Greetings:

At your request, I have performed preliminary research on the proposed subject property including research and analysis on the projected demand for the proposed units. It should be noted that this research is preliminary.

Subject Primary Market Area

The primary market area researched is generally defined as that area contained within census tracts 48113018105, 48113018121, 48113018203, 48113018204, 48113018205, 48113018206, 48113018300, 48113018401, 48113018501, 48113018600, 48113018700, 48113018801, 48113018802, 48113018900, 48113019013, 48113019014, 48113019021, and 48113019026. The area is bound by Jupiter Road to the west; 1st Street, Kingsley Road, Saturn Road, Northwest Highway, and Loop 635 to the south; Rowlett Creek, Miller Drive, and Centerville Road to the east; and Buckingham Road, Shiloh Road, Belt Line Road, Apollo Road, Crist Road, Lavon Road, Whitney Drive, Bingle Lane, Lavaca Drive, Sage Drive, Grinstead Drive, and Rowlette Creek to the north, and is within all or part of zip codes 75040, 75041, 75042, and 75044.

The primary market area had an estimated 2021 population of 99,935. The following table displays historical and projected population growth based on Environics Analytics data (which is based on census data).

Population	2000	2010	2021	2026
<i>Primary Market Area</i>	91,413	93,756	99,935	104,955
Overall Growth	-	2.56%	6.59%	5.02%
Annual Growth		0.26%	0.60%	1.00%

The primary market area's population (segmented by age) is depicted in the following table. The market area has a relatively balanced population in terms of age distribution.

Market Area Population By Age (2021)	
Age Group	Primary (%)
Under Age 5	8.08%
Age 5-14	15.58%
Age 15-24	14.64%
Age 25-34	15.12%
Age 35-44	13.39%
Age 45-54	12.19%
Age 55-64	10.38%
Age 65-74	6.48%
Age 75-84	3.12%
Age 85 +	1.04%
Total (may not add to 100% due to rounding)	100.02%
Median Age of Total Population	32.71

Households

Environics Analytics estimates 30,002 households in the primary market area for 2021, and a projected 31,394 households for the year 2026.

Tenure (Number of Persons By Household)

Data on the number of persons per household in the primary market area is presented in the following table.

Market Area # of Persons Per Household (2021)	
No. of Persons	Primary (%)
With 1 Person	18.48%
With 2 Persons	23.87%
With 3 Persons	16.53%
With 4 Persons	16.13%
With 5 Persons	11.99%
With 6 Persons	6.55%
With 7+ Persons	6.45%
Total (may not add to 100% due to rounding)	100.00%
Average Household Size	3.32

Tenure (Owner-Occupied vs. Rental Units)

In 2021, the primary market area had ±19,069 (63.56%) owner-occupied housing units and ±10,933 (36.44%) renter occupied units, according to Environics Analytics estimates.

Market Area Income Per Household

The primary market area had an estimated 2021 *average* household income of \$70,315 with a *median* household income of \$56,480. The following table delineates income per household in the subject's market areas.

Market Area Income/Household (2021)	
	Primary (%)
Under \$15,000	7.23%
\$15,000 - \$24,999	8.19%
\$25,000 - \$34,999	10.63%
\$35,000 - \$49,999	17.39%
\$50,000 - \$74,999	22.10%
\$75,000 - \$99,999	13.29%
\$100,000 - \$149,999	14.35%
\$150,000 +	6.82%
Total (may not add to 100% due to rounding)	100.00%
2021 Average Household Income	\$70,315
2021 Median Household Income	\$56,480

As illustrated in the preceding chart, $\pm 43.44\%$ of the households living in the primary market area earn less than \$50,000 per year, with $\pm 26.05\%$ earning less than \$35,000 per year, and $\pm 15.42\%$ earning less than \$25,000 per year. Approximately 7.23% of the primary market area households earn less than \$15,000 per year.

Preliminary Demand Analysis

Based on TDCHA standards, to qualify for a General Population rent-restricted apartment, the annual rental should not exceed 40.00% of the annual gross income of the household. Utilizing the most recent demographic data, the following are calculations of the number of qualified residents in the immediate market area.

SUBJECT UNIT MIX (RESTRICTED)							
Type	No. Units	Net Rent	Utility	Gross Rent	Income Required	Max Income	
1BR	30%	6	\$442	\$43	\$485	\$14,550	\$20,700
1BR	50%	19	\$765	\$43	\$808	\$24,240	\$34,500
1BR	60%	11	\$927	\$43	\$970	\$29,100	\$41,400
1BR	70%	2	\$1,089	\$43	\$1,132	\$33,960	\$48,300
1BR	80%	1	\$1,251	\$43	\$1,294	\$38,820	\$55,200
2BR	30%	3	\$526	\$56	\$582	\$17,460	\$25,860
2BR	50%	14	\$914	\$56	\$970	\$29,100	\$43,100
2BR	60%	19	\$1,108	\$56	\$1,164	\$34,920	\$51,720
2BR	70%	3	\$1,302	\$56	\$1,358	\$40,740	\$60,340
3BR	60%	2	\$1,274	\$70	\$1,344	\$40,320	\$60,000
3BR	70%	1	\$1,498	\$70	\$1,568	\$47,040	\$70,000
3BR	80%	1	\$1,723	\$70	\$1,793	\$53,790	\$80,000
82							

RENTER HOUSEHOLDS						
2021	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5+ PERSON	Total
<\$10K	301	129	106	53	85	674
\$10K-\$20K	288	227	203	313	131	1,162
\$20K-\$30K	144	321	358	269	298	1,390
\$30K-\$40K	206	336	271	274	450	1,537
\$40K-\$50K	136	245	170	324	443	1,318
\$50K-\$60K	109	153	126	227	127	742
\$60K-\$75K	241	219	247	159	327	1,193
\$75K-\$100K	128	106	214	203	261	912
TOTAL	1,553	1,736	1,695	1,822	2,122	8,928

2021	
Min	Max
\$14,550	\$80,000
%/Income Band	Demand
0.00%	0
54.50%	633
100.00%	1,390
100.00%	1,537
100.00%	1,318
100.00%	742
100.00%	1,193
20.00%	182
Total	6,995

RENTER HOUSEHOLDS						
2026	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5+ PERSON	Total
<\$10K	283	147	109	48	78	665
\$10K-\$20K	276	182	178	278	115	1,029
\$20K-\$30K	137	284	315	256	281	1,273
\$30K-\$40K	191	309	251	254	457	1,462
\$40K-\$50K	124	260	193	349	455	1,381
\$50K-\$60K	102	162	132	229	136	761
\$60K-\$75K	244	224	268	188	340	1,264
\$75K-\$100K	154	124	242	232	291	1,043
TOTAL	1,511	1,692	1,688	1,834	2,153	8,878

2026	
Min	Max
\$14,550	\$80,000
%/Income Band	Demand
0.00%	0
54.50%	-29
100.00%	-47
100.00%	-30
100.00%	25
100.00%	8
100.00%	28
20.00%	11
Growth to P.I.S.	-34

The following table depicts the results of my gross capture analysis utilizing HISTA data

Potential Demand	6,961
Add Demand	696
Gross Demand	7,657
Supply	82
Gross Capture	1.07%

I have calculated the capture rates per bedroom type, utilizing HISTA data. HISTA takes Environics Analytics demographics, and with the aid of some custom Census tables, calculates the renter numbers on a per-person household within the different income bands. HISTA does not provide population; therefore, both HISTA and an additional demographic source must be used.

The following table depicts the results of my capture analysis utilizing HISTA data.

CAPTURE (RESTRICTED UNITS)								
Type		No. Units	Demand	Growth	Section 8	Additional Demand	Total Demand	Capture Rate
1BR	30%	6	177	-5		17	189	3.2%
1BR	50%	19	197	-6		19	210	9.0%
1BR	60%	11	216	-6		21	231	4.8%
1BR	70%	2	126	-1		13	138	1.4%
1BR	80%	1	100	-1		10	109	0.9%
2BR	30%	3	332	-16		32	348	0.9%
2BR	50%	14	463	-14		45	494	2.8%
2BR	60%	19	322	8		33	363	5.2%
2BR	70%	3	174	3		18	195	1.5%
3BR	60%	2	1,189	24		121	1,334	0.1%
3BR	70%	1	401	14		42	457	0.2%
3BR	80%	1	312	13		33	358	0.3%

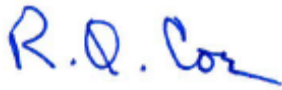
CAPTURE (AMGI)								
		No.			Comp	Additional	Total	AMGI
AMGI Level		Units	Demand	Growth	Units	Demand	Demand	Capture Rate
AMGI	30%	9	1,222	-49	0	117	1,290	0.70%
AMGI	50%	33	1,493	-41	0	145	1,597	2.07%
AMGI	60%	32	2,905	17	0	292	3,214	1.00%
AMGI	70%	6	795	19	0	81	895	0.67%
AMGI	80%	2	580	20	0	60	660	0.30%

Based on my analysis of the subject property's primary market area, there is sufficient demand to successfully construct and absorb the proposed Embree Eastside as of January 14, 2021.

I certify that I have no interest, present or proposed, in the subject property, that the conclusion contained herein has been reached after a careful study, investigation, analysis, and interpretation of the pertinent data, and that my fee is in no way contingent upon the conclusion. I certify that I am a disinterested party and will not materially benefit from the development in any other way than receiving a fee for the Market Analysis, and that the fee is in no way contingent upon the outcome of the Market Analysis. I am neither part of the development team, owner of the subject property, nor affiliated with any member of the development team engaged in the development of the property. This market analysis is prepared subject to my current assumptions and limiting conditions. Your attention is directed to the following report and accompanying data, which form, in part, the basis of my conclusions.

Respectfully,

Affordable Housing Analysts



Robert O. (Bob) Coe, II, MAI
TX-1333157-G
State Certified General Real Estate Appraiser



OVERLAND
PROPERTY GROUP





Overland Property Group is excited to begin the full application process with Texas Department of Community Housing & Affairs with the hope that we'll be developing and constructing a new senior living development in Garland.

This community, located at 701 Dairy Rd, would be a 60 unit, affordable senior living development for people 55 years and better. From the high-quality building finishes and energy efficient design, to the engaging senior programs and personalized services, and Dart station located conveniently only .01 mile away, we hope that this development will soon fill a missing void in the Garland community, as identified in the Garland City Consolidated Plan.

While we have yet to build in Garland, we've developed two very similar communities nearby in Arlington & Abilene. The Residence at Autumn Sage in Abilene was completed in 2018, with The Residence at Arbor Grove finishing construction in 2019, with 35 and 126 affordable, independent senior living units, respectively. Both of these communities have been a great success in their cities and have filled the need for senior affordable housing in Abilene and Arlington, while continuing to maintain a wait list. We believe that we could meet the similar needs Garland has by developing a senior community with this same proven model.

In order to proceed with this exciting endeavor, we are submitting our Resolution of Support application to the City of Garland. Receiving the City's support would move The Residence at Sycamore Creek one step closer to becoming a reality.

One very important aspect of any new development plan is the capabilities of the developer and owner, their mission and track record. Our firm, Overland Property Group, has developed over 50 communities from innovative affordable housing to ultra-luxury apartments and boutique retirement communities in over 25 unique markets from larger metropolitan areas, rural communities, downtown revitalizations, to mountain-resort communities. One of OPG's strengths is our interactive development approach. We work very closely with community leaders and residents to develop properties of distinction that are valuable additions to the community. Additionally, our firm does not sell its communities after construction – we develop these assets for long-term ownership and management. Because we do not sell our properties, we use higher quality construction materials, standards, and design than the majority of other top developers. These high standards and attention to the smallest details has earned us numerous awards, and most importantly, the highest praise and references from even the most discerning communities and their leaders across the country.

Zoning Confirmation Letter





GARLAND

PLANNING

January 13, 2021

Overland Property Group, LLC.
Ms. April Engstrom
254 N. Santa Fe Avenue
Suite A
Salinas, KS 67401

RE: Zoning Verification Letter
Property Identified as 701 Dairy Road, Garland, Texas

Dear Ms. Engstrom:

This letter is to confirm that the above referenced property is zoned Community Retail (CR) District. Additionally, a zoning map is attached indicating the location of the property and the zoning district. The land use matrix listing the uses for this district can be found at <http://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=garlandgdcset>.

For any violations you may contact Building Inspection at 972-205-2300. If further information or assistance is needed, please contact the Planning Department at (972) 205-2445.

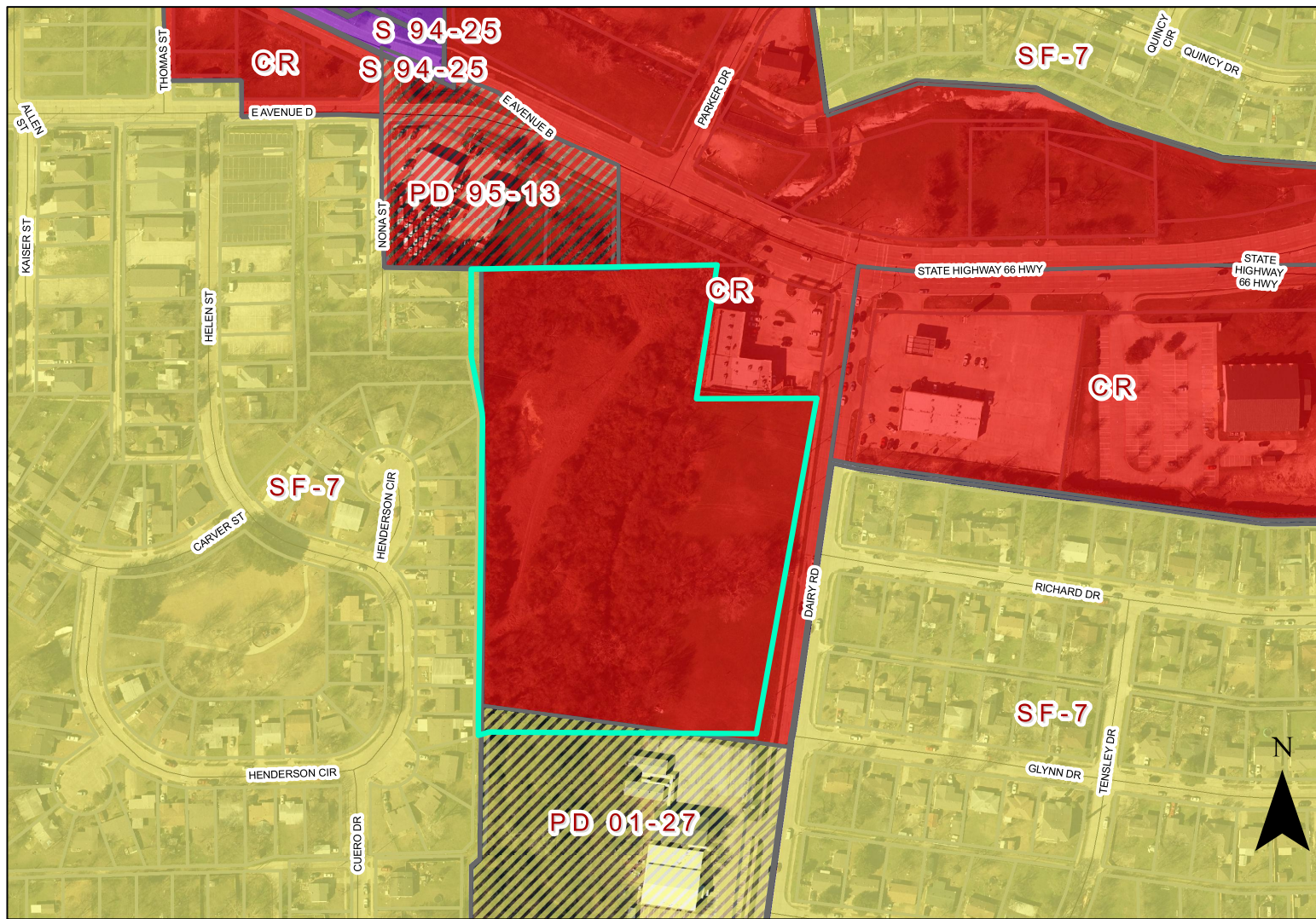
Sincerely,

Denise Phillips

Denise Phillips
Planning Technician
Planning Department
City of Garland

Encl. Zoning Map for Subject Site
Request Letter and Receipt

P.O. BOX 469002
GARLAND, TX 75046-9002



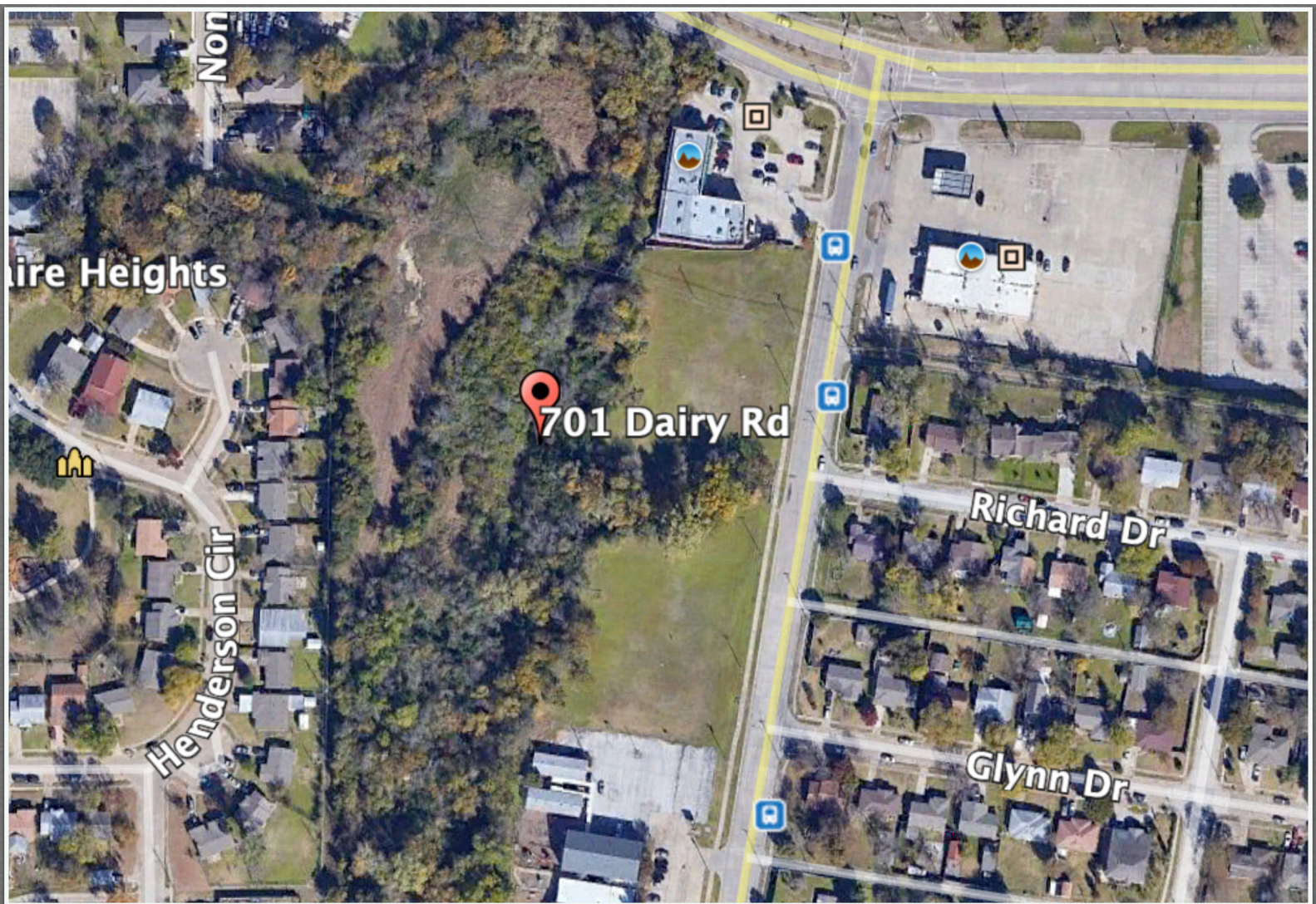
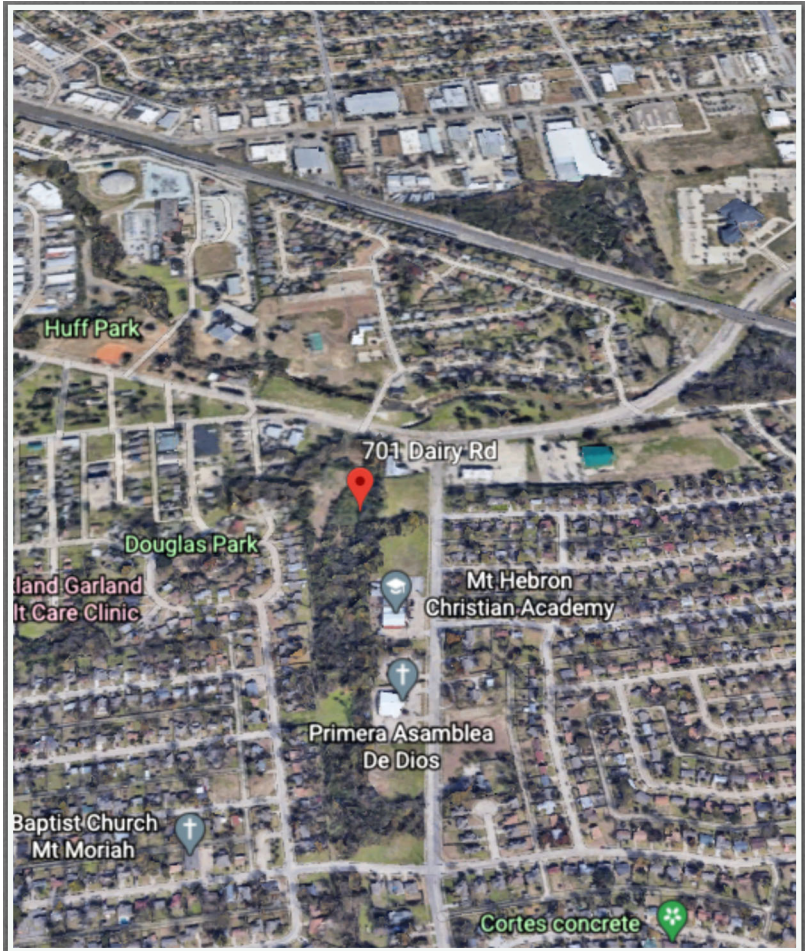
0 150 300 Feet
1 inch = 212 feet

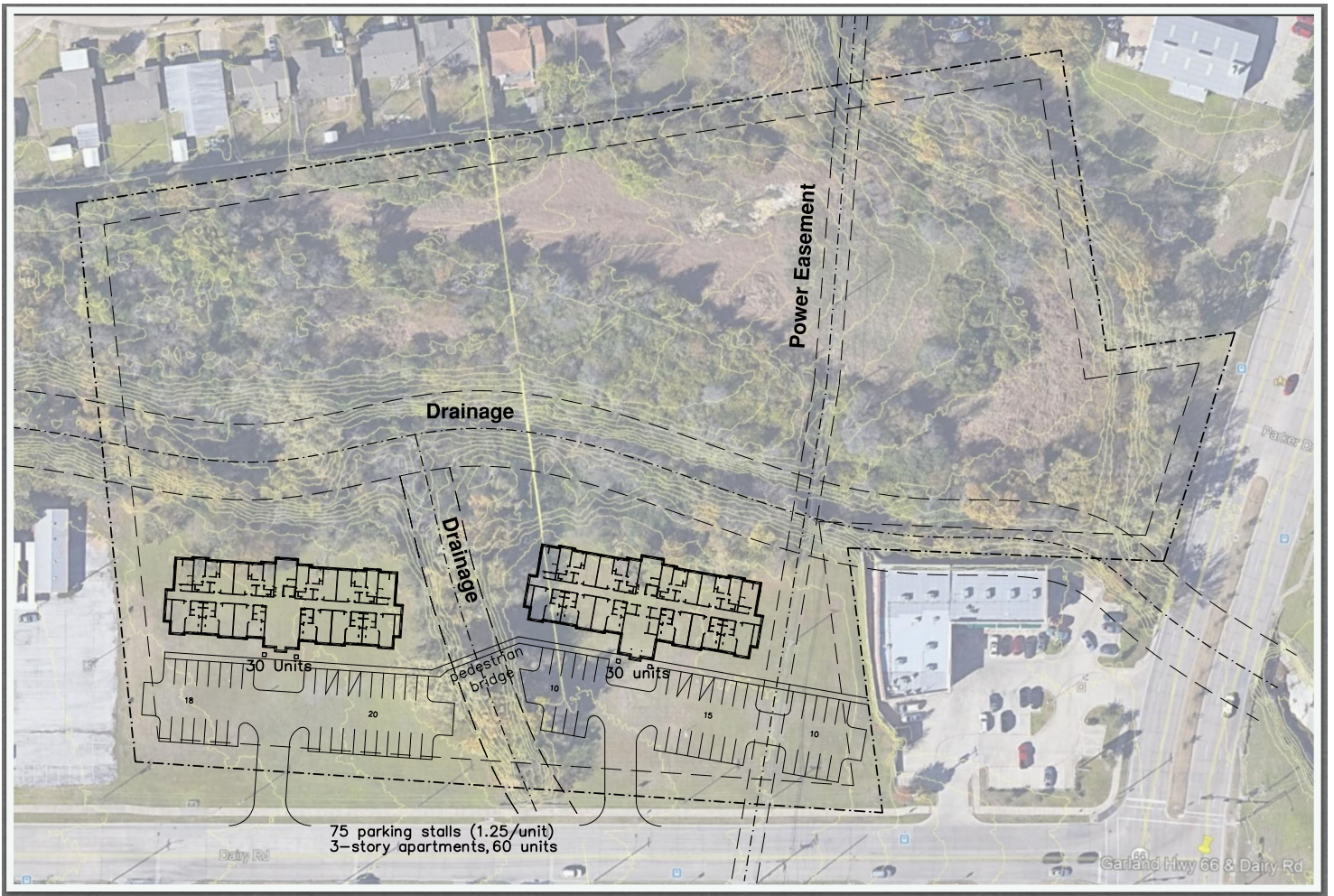
701 Dairy Road

 INDICATES AREA OF REQUEST

Site Location Map & Site Plan







Site Development



Number of units	60
Will rental rates change over time and how are they determined?	Rental rates are set by HUD based on the area median income, minus utility allowances. Any changes over time to the rent structure or rate would have to comply with the rent limits for the Area Median Income in addition to any potential approvals required by TDHCA, IRS, Lender, Investor and any other funding sources for the development.
How many accessible units are included?	4
If the development includes market-rate units, do these units differ from the income-restricted units in any way?	No
Individual unit amenities included	• Laundry connections with full size washer/dryer in all units • Exhaust/vent fans (vented to the outside) in bathrooms • Disposal and Energy-Star rated dishwashers • Energy-star rated refrigerator • Blinds for all windows • Covered entries • Nine foot ceilings in living room and all bedrooms • Microwave ovens • Self-cleaning or continuous cleaning ovens • Built-in (recessed) shelving unit • Hard floor surfaces in over 50% of unit NRA
Site amenities included	• On-site management • Secured entry • Furnished fitness center, equipped with a variety of fitness equipment. Equipment shall be commercial use grade or quality and will be located indoors with 24 hour access • Horseshoe pit • Enclosed community sun porch or covered community porch • Fully enclosed dog park area • Barbecue grill and picnic table • Furnished community room • Library with an accessible sitting area separate from community room • Activity room stocked with arts & crafts supplies, board games, etc. • High-speed wi-fi of 10 mbps download speed • Thirty year roof • Greater than 30% cultured stone masonry The development will include several other amenities not listed above.
Services & activities	• Annual health fair provided by a health care professional • Notary Services during regular business hours • Twice monthly arts, crafts, and other recreational activities • Twice monthly on-site social events Additional services will be added and provided once the community is completed, based on the development's needs and wants.
Energy efficiency components to be installed	• Energy-Star equivalently rated ceiling fans in bedrooms • LED Energy-Star or equivalently rated lighting in all units • Energy-Star equivalently rated windows • Energy-Star or equivalently rated refrigerator with ice maker • EPA WaterSense or equivalent qualified shower heads and faucets in all bathrooms As a company, Overland Property Group is very focused on energy efficiency in our communities. Further energy efficient components will be evaluated and determined by the development team to ensure the highest level of efficiency for the property and resident.

AMI	Bedrooms	Unit Count	Rental Rate
30%	1	10	\$438
50%	1	15	\$761
80%	1	9	\$1,247
30%	2	5	\$520
50%	2	12	\$908
80%	2	9	\$1,490



Development Company Background





Have there been any changes in company names or reorganizations?

Through normal succession planning, two of Overland Property Group's partners have taken a board-type role in the company and day-to-day control has stayed with the two primary managing partners Patrick Beatty and Matthew Gillam. A new investment partner has joined to increase the company's capabilities. See Resume on page

How many tax credit and/or HOME projects have you developed?

54 tax credit projects
11 HOME projects

History of similar projects

See next page

Alpenglow Village	Hwy 40 at Pine Grove Road	Steamboat	CO	80487	72
Bee Creek Apartments	200 Buzz St.	Branson	MO	65616	224
Bella Rose	1203 W. 14th St	Coffeyville	KS	67337	20
The Reserves at Cimmaron Valley	2804 N. 6th St.	Dodge City	KS	67801	32
The Reserves at Cimmaron Valley II	2804 N. 6th St.	Dodge City	KS	67801	48
Flor De Sol I	555 East Pine	Liberal	KS	67901	32
Flor De Sol II	555 East Pine	Liberal	KS	67901	32
Flor De Sol III	555 East Pine	Liberal	KS	67901	16
The Villages at Liberal	555 East Pine	Liberal	KS	67901	24
Green Valley Ranch - Affordable	17800 E Green Valley Ranch	Denver	CO	80249	144
Green Valley Ranch - Market	17800 E Green Valley Ranch	Denver	CO	80249	72
Heritage at Hawthorne	715 N. 9th St	Salina	KS	67401	32
Heritage at Hawthorne II	715 N. 9th St	Salina	KS	67401	16
Highland Ridge I	509 Stone Dr.	Manhattan	KS	66503	96
Highland Ridge II	509 Stone Dr.	Manhattan	KS	66503	144
Lee Lofts	254 N Santa Fe	Salina	KS	67401	37
The Residence at Overlook Ridge	79678 FM 306	Canyon Lake	TX	78133	30
Prairie Glen I	2515 S. Ohio St	Salina	KS	67401	48
Prairie Glen II	2515 S. Ohio St	Salina	KS	67401	48
Residence600	600 E. Elm St.	Salina	KS	67401	24
The Villas at Ridge Pointe I	6625 State Ave.	Kansas City	KS	66102	40
The Villas at Ridge Pointe II	6625 State Ave.	Kansas City	KS	66102	15
Riverview Villas	2017 S. Washington St.	Marquette	KS	67464	12
The Reserves at Stonepost I	109 E. 4th St.	Hays	KS	67601	32
The Reserves at Stonepost II	109 E. 4th St.	Hays	KS	67601	16
The Reserves at Stonepost III	109 E. 4th St.	Hays	KS	67601	15
Tabor Grande Hotel - Historic	711 Harrison Ave	Leadville	CO	80461	37
The Fairways at Ironhorse	5241 W 151st	Leawood	KS	66224	74
The Gardens at Creekside	16110 W. 133rd. St.	Olathe	KS	66062	144
The Gardens at Jackson Creek	19401 E. 40th St.	Independence	MO	64057	113
The Reserves at Autumn Sage	5801 Autumn Sage Ln	Abilene	TX	79606	35
The Reserves at Briarwood	900 W. Monroe St.	Washington	IA	52353	32
The Reserves at Brookside	600 E. Wilson St	Borger	TX	79007	48
The Reserves at High Plains	702 Oak St.	Dumas	TX	79029	64
The Reserves at Ironwood	1302 High Ave. West	Oskaloosa	IA	52577	48
The Reserves at Maplewood	3200 Maplewood DR.	Wichita Falls	TX	76308	36
The Reserves at Maplewood II	3200 Maplewood DR.	Wichita Falls	TX	76308	36
The Reserves at Mill Farm	1123 W. 16th St.	Pella	IA	50219	32
The Reserves at Perryton	2401 S Jefferson St. Perryton	Perryton	TX	79070	48
The Reserves at Prairie Ridge	3301 Campus Dr.	Garden City	KS	67846	32
The Reserves at Prairie Ridge II	3301 Campus Dr.	Garden City	KS	67846	32
The Reserves at Prairie Ridge III	3301 Campus Dr.	Garden City	KS	67846	32
The Reserves at Preston Trails	7300 Alcove Ave.,	Wolfforth	TX	79382	112
The Reserves at Saddleback Ranch	Flint Ave	Wolfforth	TX	79382	48
The Reserves at Saddlebrook	907 S. Red River Expressway	Burkburnett	TX	76354	64
The Reserves at South Plains	2011 98th St.	Lubbock	TX	79423	108
The Reserves at Steamboat Springs	2100 Elk River Rd	Steamboat	CO	80487	48
The Reserves at Storm Lake	1300 N Seneca St.	Storm Lake	IA	50588	32
The Reserves at Summit West	4620 Barnett Rd.	Wichita Falls	TX	76310	36
The Reserves at Trail Ridge	811 Grant St.	Great Bend	KS	67530	48
The Reserves at Trail Ridge II	811 Grant St.	Great Bend	KS	67530	48
The Residence at Alsbury	746 Ridgehill Drive	Burleson	TX	76028	83
The Residence at Arbor Grove	1118 Gibbins Road	Arlington	TX	76011	126
The Residence at Canyon Lake	1500 Island View	Canyon Lake	TX	78133	35
The Residence at Lamar	1100 Lamar Street	Wichita Falls	TX	76301	30
The Residence at Wolfforth	111 TX Loop. 193	Wolfforth	TX	79382	49
The Residence at Yukon Hills	105 E. Bass Avenue	Yukon	OK	73085	60
Laurel Flats	1208 E. Houston St.	Tyler	TX	75702	89
The Residence at Ridgehill	160 & 170 Lehmann Dr.	Kerrville	TX	78028	43
Stonepost Lofts	305 Main St.	Hays	KS	67601	18



OVERLAND

PROPERTY GROUP

Overland Property Group, LLC
254 N. Santa Fe Suite A
Salina, KS 67401
(913) 396-6310
ovpgroup.com

About the Developer

DEVELOPER

Overland Property Group, LLC, (OPG),
founded in 2002 and headquartered in Salina,
Kansas.

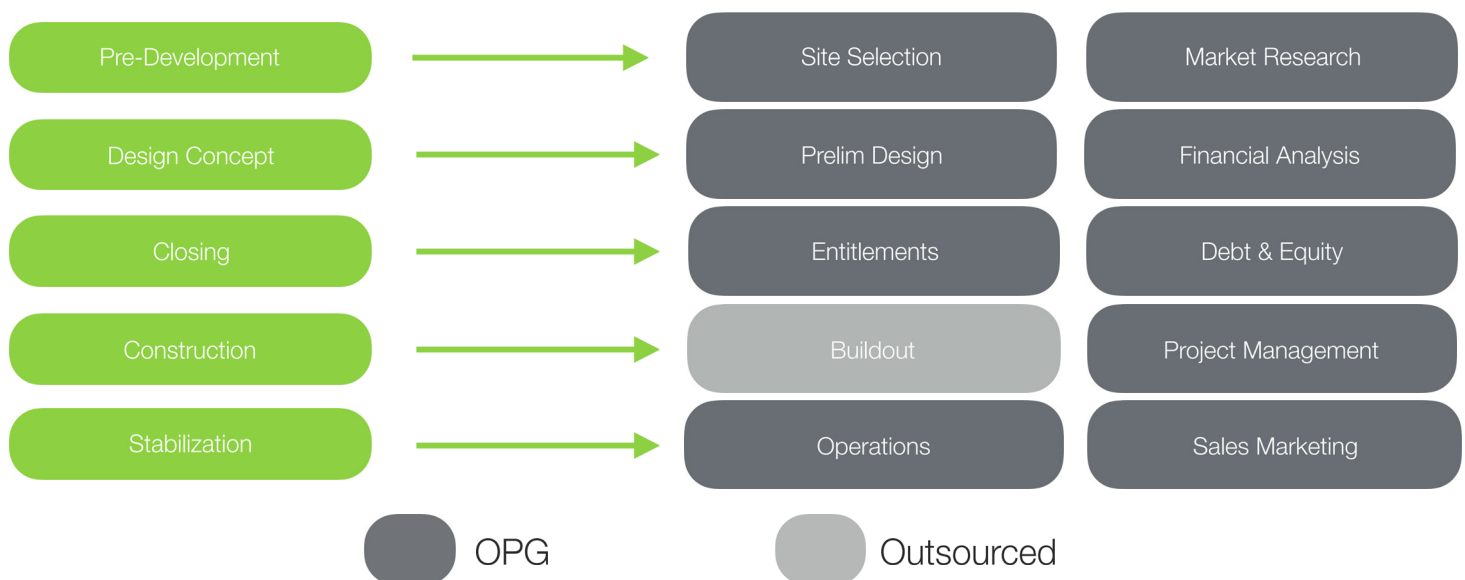
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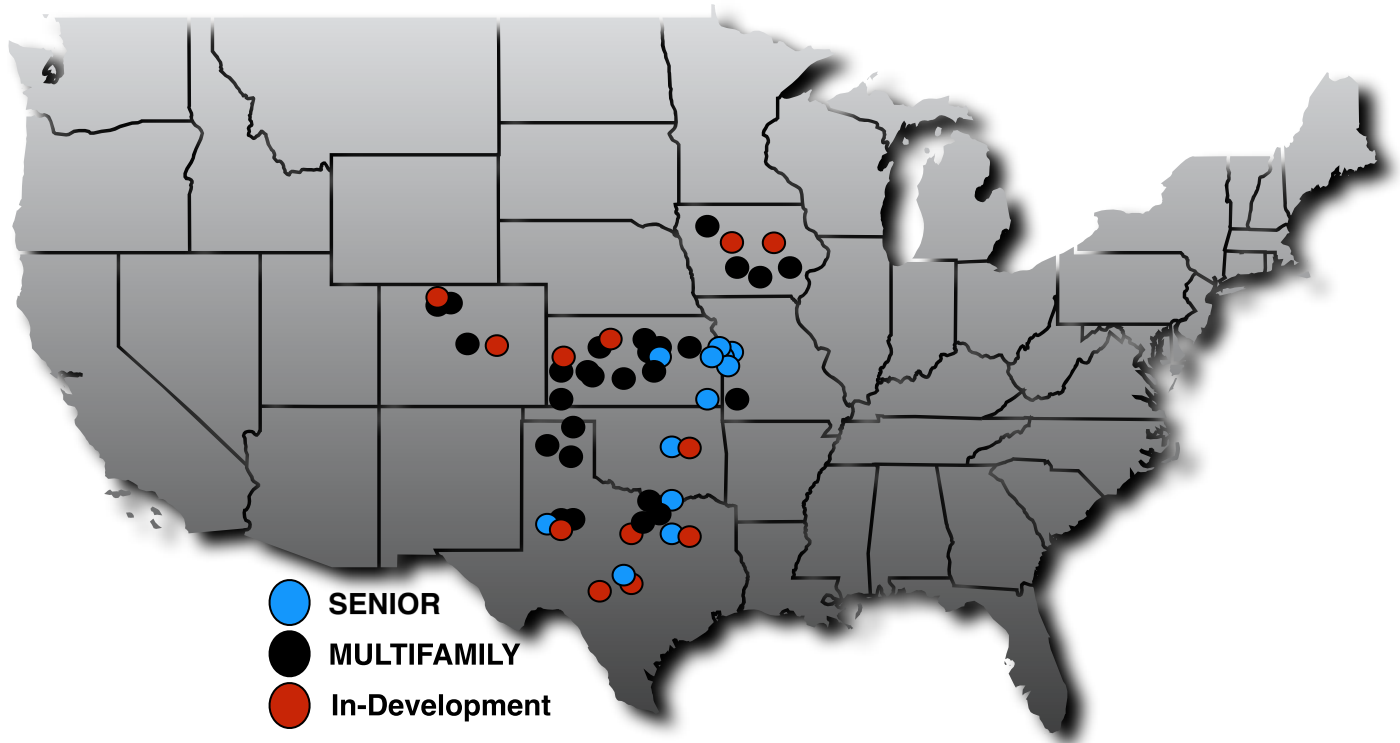


Overland Property Group, (OPG), has developed over \$600 million in multi-family and senior living communities since 2002, including over \$100 million in 2019. As of December 2020, the company has 10 projects in various stages of closing, construction or lease-up. OPG has not only become one of the fastest growing owner/developers in a six state region, but has also established a reputation as one of the most dynamic and innovative developers of independent senior living communities in the country.

Through extensive experience, OPG has built and a maintained strong relationships with lenders, contractors, architects, engineers, and a number of other vendors that have allowed OPG to streamline the overall development process allowing for significant economies of scale. As a result, OPG has been able to market a highly sustainable model with an estimated site acquisition to construction completion period.

Development Competencies





PRODUCT TYPES

Alpenglow Village

Steamboat Springs, CO

This 72 unit multifamily development was completed in Aug 2020. Lease-up was completed at construction completion. Wells Fargo is the direct investor.



H.D. Lee Mercantile Lofts

Salina, KS

Vacant for over 70 years OPG did a top to bottom historical renovation turning the vacant buildings and warehouse into 53 affordable and market rate apartments on top of commercial space.



The Reserves at Preston Trails

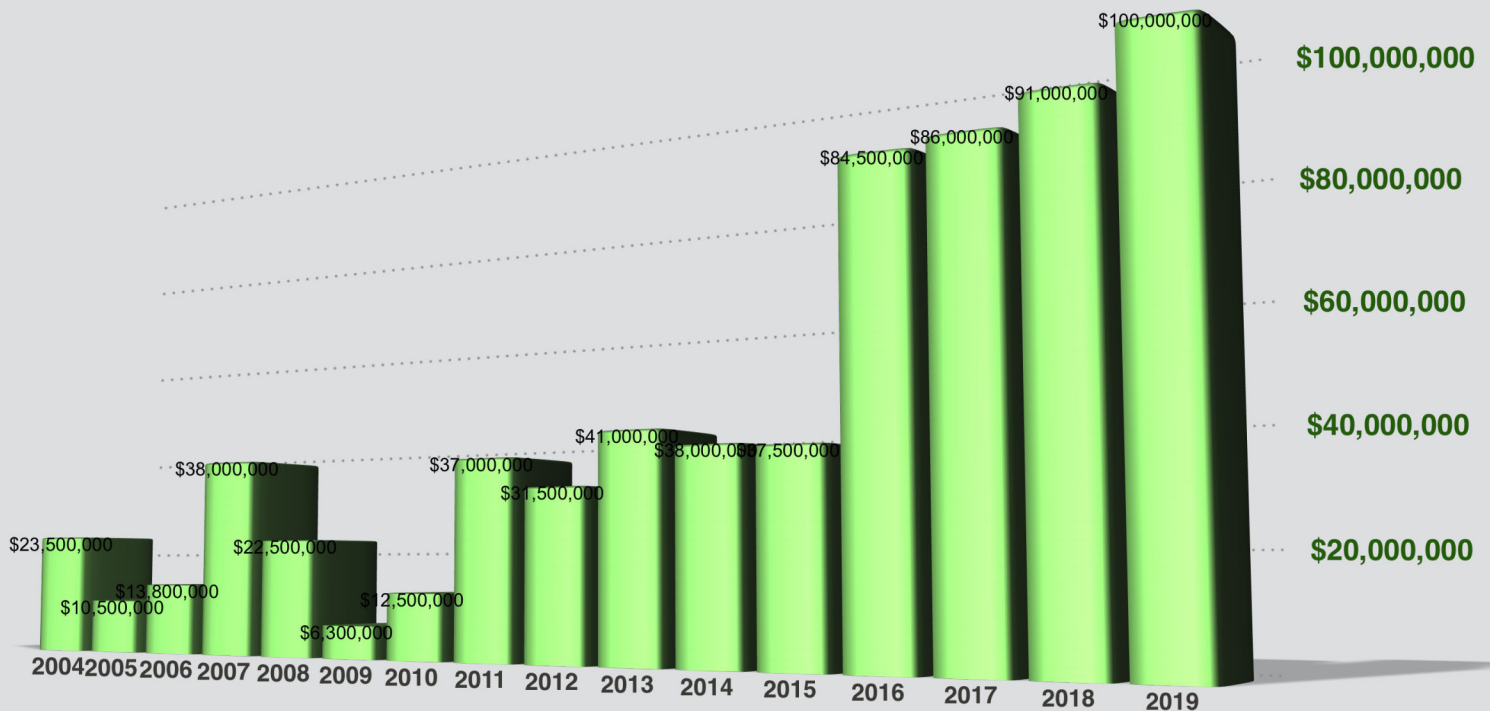
Wolfforth, TX

Located in a suburb of Lubbock, TX, this 144 unit multi-family community features a 6,000 sq. ft. clubhouse with a resort-style pool, fitness center and theater. Lease-up completed ahead of schedule, the Syndicator and investor is Redstone and JP Morgan.



Historical Growth

ANNUAL FINANCIAL CLOSINGS



LENDERS & INVESTORS



Award Winning Developer

OPG has collected numerous awards including the prestigious Readers' Choice Finalist which is voted on by Affordable Housing Developers (our competitors), and the Colorado Governor's award for Historic Preservation. We have also been featured in countless news and media articles, both locally and nationally.



Managing Partners



Pat Beatty - Managing Partner

Pat is one of the Managing Partners of Overland Property Group, LLC. He has been involved in each sector of the business and currently oversees the day-to-day operations of OPG and heads the debt and equity partnerships for in-construction development and operating apartments. Since joining the organization, Pat has worked diligently to create new partnerships for OPG including debt and equity providers, corporate banking relationships as well as accounting and legal. These relationships have been one of the cornerstones of OPG's success and stability.

Pat has been instrumental in helping plan and execute OPG's growth both internally and externally. From his active local support of charitable organizations and raising millions for not-for-profit development efforts in OPG's hometown of Salina, KS to his current business ownership, his entrepreneurial spirit has always driven him to push the company vision and forge successful expansion and direction through strong relationships.



Matt Gillam - Managing Partner

Matt is one of the Managing Partners of Overland Property Group, LLC. He has expertise in architecture, construction, planning, management, investment and public relations which allows him to spearhead all aspects of real estate development and the company. In a relatively short time Matt has accomplished a great deal, from winning multiple national and regional development awards to being the Keynote Speaker at countless national events. His innovative ideas, energy and vision are clear keys to the success of Overland Property Group.

In addition to his work running OPG and as a developer, Matt is very active serving on numerous boards related to development and affordable housing. Matt's ability to quickly form mutually beneficial relationships, his problem solving skills as well as his vision for new apartment communities make him a crucial part of OPG's success.



Key Executives



Danielle Brown - Director of Operations

Danielle is the Director of Operations at OPG, where she oversees the day to day operations of the company. The oversight of the Operations, Finance and Asset Management divisions allows her to ensure that the stellar industry reputation OPG has become known for is upheld in everything from financial/investor relations to the communities it owns with compliance and asset management.



Nate Miller - Director of Development

Nate is the Director of Development at OPG. He brings over 10 years of land development experience to OPG. His relationship driven personality and knowledge is a valuable asset to Overland Property Group.



Dan Maximuk - Director of Construction

Dan is the Director of Construction at OPG. He brings over 20 years of construction experience and knowledge in multi-family and senior living of all sizes and finish levels across the United States to OPG. This allows him to direct all facets of construction at OPG and helps give OPG a strategic advantage, building on their already impeccable reputation of quality, timing and results. Dan has directly overseen or directly constructed more than \$350 million (over 65 projects) in apartments and senior living in the last 20 plus years making him an industry expert.



Matt Wierichs - Director of Asset Management

Matt is the Director of Asset Management at OPG. With over 11 years of expertise analyzing portfolio financials and operating metrics along with compliance for one of the largest affordable housing developers and owners in the county, he has a proven track record of leading property operations teams to improved results. Matt is focused on the financial performance of the portfolio while making sure the communities are maintained and operated to the high standards of OPG for the residents.

Additional Team Members

April Engstrom Development Associate

Stephanie Cool Construction Project Manager

Emily Puckett Operations Coordinator

Jan Weis Asset Coordinator

Alex Rupp Financial Coordinator

Megan Wetter Executive Assistant

	Developments	Type	Address	City	ST	Total Units	LIHTC Units	Start
1	The Reserves Prairie Glen I	Multi-Family	2515 S. Ohio Rd.	Salina	KS	48	48	2005
2	Riverview Villas	Multi-Family	207 S. Washington St.	Marquette	KS	12	12	2005
3	The Reserves Prairie Glen II	Multi-Family	2515 S. Ohio Rd.	Salina	KS	48	48	2006
4	Bella Rose	SENIOR	1203 West 14 th St.	Coffeyville	KS	20	20	2006
5	The Villas Ridge Pointe I	SENIOR	6625 State Ave.	Kansas City	KS	40	40	2006
6	Highland Ridge I	Multi-Family	503 Stone Drive	Manhattan	KS	96	96	2007
7	Highland Ridge II	Multi-Family	503 Stone Drive	Manhattan	KS	144	-	2007
8	Stonepost I	Multi-Family	109 East 4 th	Hays	KS	32	32	2007
9	The Gardens at Creekside	SENIOR	16110 W. 133 rd St.	Olathia	KS	144	87	2008
10	Flor Da Sol I	Multi-Family	555 East Pine	Liberal	KS	32	32	2008
11	Stonepost II	Multi-Family	109 East 4 th	Hays	KS	16	16	2009
12	Flor Da Sol II	Multi-Family	555 East Pine	Liberal	KS	32	32	2010
13	Ridge Pointe II	SENIOR	6625 State Ave.	Kansas City	KS	15	15	2010
14	Bee Creek Apartments	Multi-Family	200 Buzz St.	Branson	MO	224	-	2010
15	Reserves at Cimarron Valley I	Multi-Family	2804 N. 6 th St.	Dodge City	KS	32	32	2011
16	Heritage at Hawthorne I	Multi-Family	715 N. 9 th St.	Salina	KS	32	32	2011
17	Stonepost III	Multi-Family	109 East 4 th	Hays	KS	15	15	2011
18	Flor Da Sol III	Multi-Family	555 East Pine	Liberal	KS	16	16	2011
19	The Villages at Liberal (Flor Da Sol IV)	Multi-Family	555 East Pine	Liberal	KS	24	24	2012
20	The Reserves Prairie Ridge I	Multi-Family	3301 Campus Drive	Garden City	KS	32	32	2012
21	Residence 600	SENIOR	600 E. Elm	Salina	KS	24	-	2012
22	The Reserves at Storm Lake	Multi-Family	1500 Seneca St.	Storm Lake	IA	32	31	2013
23	Reserves at Cimarron Valley II	Multi-Family	2804 N. 6 th St.	Dodge City	KS	48	48	2013
24	The Gardens at Jackson Creek	SENIOR	19401 E 40 th St Court South	Independence	MO	113	-	2013
25	The Reserves at High Plains	Multi-Family	702 Oak St.	Dumas	TX	64	60	2013
26	The Reserves at Saddlebrook	Multi-Family	907 S. Red River Expressway	Burkhardt	TX	64	60	2013
27	River Run Subdivision	Single Family	Riverton Parkway	Salina	KS	-	-	2014
28	The Reserves at Mill Farm	Multi-Family	1123 W. 16 th St.	Pella	IA	32	31	2014
29	The Reserves at Prairie Ridge II	Multi-Family	3301 Campus Drive	Garden City	KS	32	32	2014
30	Tabor Grand Hotel Apartments	MF - Historic	711 Harrison Ave	Leadville	CO	37	37	2015
31	The Reserves at Trail Ridge I	Multi-Family	811 Grant Street	Great Bend	KS	48	48	2015
32	The Reserves at Maplewood	Multi-Family	3200 Maplewood Ave.	Wichita Falls	TX	36	36	2015
33	The Reserves at South Plains	Multi-Family	2011 98 th St.	Lubbock	TX	108	83	2015
34	The Reserves at Brookside	Multi-Family	600 E. Wilson St.	Borger	TX	48	48	2015
35	The Reserves at Ironwood	Multi-Family	1302 High Ave. West	Oskaloosa	IA	48	48	2015
36	The Reserves at Briarwood	Multi-Family	900 W. Monroe St.	Washington	IA	32	30	2015
37	Heritage at Hawthorne II	Multi-Family	715 N. 9th St.	Salina	KS	16	16	2016
38	The Reserves at Prairie Ridge III	Multi-Family	3301 Campus Drive	Garden City	KS	32	32	2016
39	The Reserves at Summit West	Multi-Family	4658 Barnett Road	Wichita Falls	TX	36	36	2016
40	The Reserves at Steamboat	Multi-Family	2100 Elk River Road	Steamboat	CO	48	48	2016
41	The Reserves at Preston Trails	Multi-Family	7300 Alcoa Ave	Wofforth	TX	112	96	2016
42	The Residence at Yukon Hills	SENIOR	105 E. Bliss Ave	Yukon	OK	60	60	2016
43	The Reserves at Perryton	Multi-Family	2401 S. Jefferson St.	Perryton	TX	48	48	2016
44	The Reserves at Trail Ridge II	Multi-Family	811 Grant Street	Great Bend	KS	48	48	2017
45	The Residence at Autumn Sage	SENIOR	5901 Autumn Sage	Abbots	TX	35	28	2017
46	The Residence at Wofforth	SENIOR	111 TX-193 Loop #193	Wofforth	TX	49	41	2018
47	The Residence at Arbor Grove	SENIOR	1118 Gibbins Rd.	Arlington	TX	126	107	2018
48	The Landmark on Lamar	SENIOR - Historic	1100 Lamar St.	Wichita Falls	TX	30	28	2018
49	The Fairways of Ironhorse	SENIOR	5341 W. 151st Terrace	Leawood	KS	72	-	2017
50	The Reserves at Maplewood, Phase II	Multi-Family	3201 Maplewood Ave	Wichita Falls	TX	36	36	2019
51	Lee Lofts	Multi-Family - Historic	254 N. Santa Fe Ave	Salina	KS	53	33	2019
52	Alpenglow Village	Multi-Family	1400 Pine Grove Road	Steamboat Springs	CO	72	48	2019
53	The Residence at Canyon Lake	SENIOR	1500 Island View Dr.	Canyon Lake	TX	35	35	2019
						Total Units		
						MF	1,965	1,544
						SENIOR	753	467
						Total	2,728	2,065

UNDER CONSTRUCTION

54	The Reserves at Mill Farm, Phase II	Multi-Family	Under Construction	Pella	IA	48	43	2019
55	The Residence at Overlook Ridge	SENIOR	Under Construction	Canyon Lake	TX	30	30	2020
56	The Residence at Albury	SENIOR	Under Construction	Burleson	TX	83	80	2020
57	The Reserves at Saddleback Ranch	Multi-Family	Under Construction	Wofforth	TX	48	48	2020
						Total Units		
						MF	96	91
						SENIOR	113	110
						Total	209	201

PENDING CLOSE

58	The Reserves at Green Valley Ranch 1	Multi-Family	Pending Close	Denver	CO	144	144	2020
59	The Reserves at Green Valley Ranch 2	Multi-Family	Pending Close	Denver	CO	72	-	2020
60	Stonepost Lofts at Washington	Multi-Family	Pending Close	Hays	KS	18	18	2021
61	Laurel Flatts	Multi-Family	Pending Close	Tyler	TX	89	85	2021
62	The Residence at Ridge Hill	SENIOR	Pending Close	Kerrville	TX	60	55	2021
63	Anglers Four Hundred	Multi-Family	Pending Close	Steamboat Springs	CO	75	75	2021
						Total Units		
						MF	398	322
						SENIOR	50	55
						Total	458	377

	Total Units	LIHTC
Multi-Family	2,459	1,957
Senior	936	628
Total	3,395	2,583



OVERLAND
— PROPERTY GROUP —

Featured Developments

The Reserves at Steamboat Springs

Steamboat Springs, CO



Tabor Grand Hotel Apartments

Leadville, CO



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Gardens at Creekside

Olathe, KS



The Reserves at Preston Trails

Wolfforth, TX



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Gardens at Jackson Creek

Independence, MO





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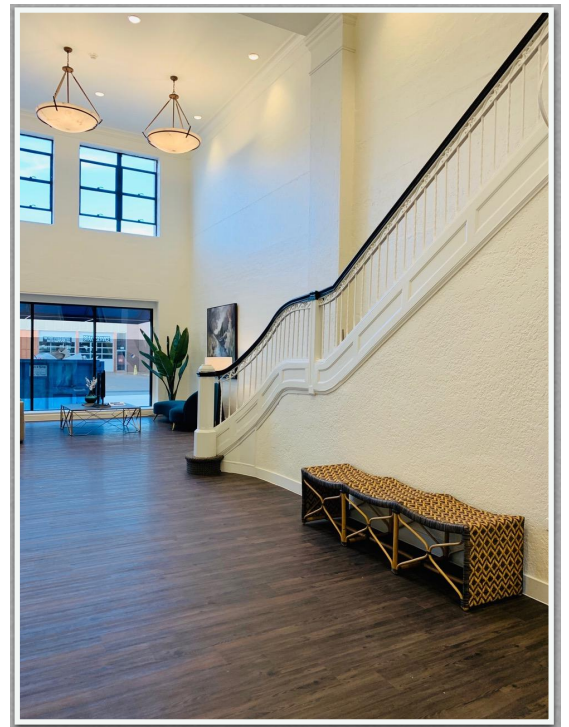
Management Company Background Seldin Company



Have there been any changes in company names or reorganizations? No

How many tax credit and/or HOME projects have you developed? 106 tax credit projects
37 HOME projects

History of similar projects See next page



30 Metropolitan Place	5319 North 30th Street	Omaha	NE	68111	110
Ashland Place	1750 Ash Street	Canton	IL	61520	42
Aspen Grove	9451 Vernon Plz	Omaha	NE	68122	192
Aspen Trails	200 Trovers Run	St. Peters	MO	63376	48
Aspen Trails II	200 Trovers Run	St. Peters	MO	63376	38
Baxter Springs Senior	1520 Cleveland Ave	Baxter Springs	KS	66716	28
Bluff Apartments	5202 River Valley Rd.	Fort Madison	IA	52627	40
The Bluffs	2065 Nash Boulevard	Council Bluffs	IA	51501	202
Brightwaters	2202 S. Phoenix Avenue	Tulsa	OK	74107	200
Brookside Senior residences	6700 Troost Avenue	Kansas City	MO	64131	46
Brookside Terrace	1301 Countryside Lane	Aurora	MO	65605	30
Centerbury Village	2515 Willow Street	South Sioux City	NE	68776	96
Castle on the Hill	610 13th Street #76	Sioux City	IA	51105	75
Cedar River Renewal	106 East 3rd Street	Waterloo	IA	50703	85
Centerville Cottages	1001 Watson Drive	Kearney	MO	64060	48
Central Park Tower	1511 Farnam Street	Omaha	NE	68102	64
Chandler Pointe	3025 Kansas Drive	Bellevue	NE	68005	200
Chapel Ridge - C Bluffs	4506 Chapel Ridge Lane	Council Bluffs	IA	51501	160
Chapel Ridge - Johnston	6200 Clark Lane	Johnston	IA	50131	206
Chapel Ridge - Marion	1 Chapel Ridge Circle	Marion	IA	52302	200
Chatham Senior Apartments	3701 Broadway Blvd	Kansas City	MO	64111	40
Christansen Meadows	611 Gary Scull Drive	Harlan	IA	51537	40
Colonial Square - Grand Island	524 East 16th Street	Grand Island	NE	68801	56
CP Lofts	770 E 5th Street	Kansas City	MO	64106	108
Curls Manor	3900 East 52nd ST.	Kansas City	MO	64130	54
Dixon Park	1224 N. 1st Ave.	Durant	OK	74701	60
Edgewood	3404 Queen Dr. SW	Cedar Rapids	IA	52404	96
Ely - Walker Apartments	211 S. Main St.	Kennett	MO	63857	46
Featherstone	901 N. 35th St.	Council Bluffs	IA	51501	147
Fountain Springs	905 E. 29th St.	Fremont	NE	68025	32
Glenbrook	1660 Knox St.	Lincoln	NE	68521	90
Hadlee Manor	16902 S. Memorial Drive	Bixby	OK	74008	48
The Heights	649 Parkwild Dr.	Council Bluffs	IA	51503	96
Highland Ridge I	509 Stone Dr.	Manhattan	KS	66503	96
Highlander I	3003 Patrick Ave.	Omaha	NE	68111	62
Hillside Rows	9291 Kansas Ave.	Omaha	NE	68134	32
Historic Hotel Iowa	401 Main St.	Keokuk	IA	52632	53
Hollow Tree I Apartments	1351 W. Carl Sandburg Dr.	Galesburg	IL	61401	61
Hollow Tree II Apartments	1351 W. Carl Sandburg Dr.	Galesburg	IL	61401	41
Kellom East	2517 Caldwell St.	Omaha	NE	68131	8
Kellom Gardens	2517 Caldwell St.	Omaha	NE	68131	20
Kellom North	2517 Caldwell St.	Omaha	NE	68131	20
Kellom Ridges I	2517 Caldwell St.	Omaha	NE	68131	19
Kellom Ridges II	2517 Caldwell St.	Omaha	NE	68131	19
Kellom Villas	2517 Caldwell St.	Omaha	NE	68131	15
Landmark on Lamar	1100 Lamar St.	Wichita Falls	TX	76301	30
Laurel Flats	1208 E. Houston St.	Tyler	TX	75702	89
Laurel Hill	6003 Laurel Ave.	Omaha	NE	68104	36
Liberty Place	800 W. 25th St.	South Sioux City	NE	68776	48
Linden Place - CB	25 S. Linden Avenue	Council Bluffs	IA	50208	36
Linden Place - Newton	1105 E. 12th St. S.	Newton	IA	51503	80
Livestock Commons	4920 South 30th St.	Omaha	NE	68107	32
Livestock Exchange	4920 South 30th St.	Omaha	NE	68107	102
Many Oaks	28th and Merrill	Lincoln	NE	68503	30
The Margaret	2103 N. 16th St.	Omaha	NE	68102	16
Mark Twain Hotel	200 S. Main St.	Hannibal	MO	63401	34
Meadow View Residences	111 Tall Grass Circle	Moundridge	KS	67107	30
Norwood	3025 South Norwood Ave.	Tulsa	OK	74114	32
Oaks Apartments	117 S. St.	Excelsior Springs	MO	64024	40
Onyx at Aksarben	1875 S. 75th St.	Omaha	NE	68124	150
Ozark Villas	25905 Ozark Villas Rd.	Shell Knob	MO	65747	32
Pemberton Senior	8301 Walker Ave.	Kansas City	KS	66112	80
Perryville Homes	11 E Wichern Rd.	Perryville	MO	63775	13
Perryville Manor Apartments	11 E Wichern Rd.	Perryville	MO	63775	28
Powerhouse	734 N. Park Ave.	Fremont	NE	68025	39
Prairie Fire Residences	1736 Paddington Court	Newton	KS	67114	63
Prairie Pointe Residences	915 Stearman St.	McPherson	KS	67460	45

Prairie Spring Apartments	5910 Newport Plaza	Omaha	NE	68152	120
Prairie View Estates	928 E. Prairie View St.	Ottawa	KS	66067	34
Prime Square	822 S. Main St.	Council Bluffs	IA	51503	80
Provision at North Valentine	225 W. Bedford Euless Rd.	Hurst	TX	76053	96
Ralston House	7301 Q St	Ralston	NE	68127	97
Reserves at Brookside	600 E. Wilson	Borger	TX	79007	48
Reserves at High Plains	702 Oak Avenue	Dumas	TX	79029	64
Reserves at Perryton	2401 S. Jefferson St.	Perryton	TX	79070	48
Reserves at Preston Trails	7102 Alcove Ave.	Wolfforth	TX	79382	112
Reserves at Saddlebrook	907 S. Red River Expressway	Burkburnett	TX	76354	64
Reserves at Summit West	4558 Barnett Rd.	Wichita Falls	TX	76310	36
Residence at Autumn Sage	5801 Autumn Sage Ln.	Abilene	TX	79606	35
Residence at Canyon Lake	1500 Island View	Canyon Lake	TX	78133	35
Residence at Wolfforth	111 Loop 193	Wolfforth	TX	79382	49
Residence at Yukon Hills	105 E. Bass Ave.	Yukon	OK	73099	60
Santa Fe II	1007 E. Briar St.	Dodge City	KS	67801	32
Scott Meadows	5960 E. Kacerna Ave.	Marion	IA	52302	32
The Sheltering Tree - Benson	7220 Ames Circle	Omaha	NE	68134	24
Spring Hill	939 W. Main St.	West Dundee	IL	60118	61
Stone Plaza	6025 Ville De Sante Dr.	Omaha	NE	68104	28
Sunset at Fash	2504 Oakland Blvd.	Fort Worth	TX	76103	66
Tennyson Manor	1300 Black S. Wheatridge Rd.	Enid	OK	73703	54
Thunder Ridge Senior	202 N. Magnolia Dr.	Cedar Falls	IA	50613	42
Towne Square Apartments	900 Town Square Dr.	Dardenne Prairie	MO	63368	48
Travelers Hotel Apartments	301 W. Washington St.	Kirksville	MO	63501	34
Truman Towers	510 5th ST.	Osceola	MO	64776	25
Victory Place	2325 N. Broadwell Ace.	Grand Island	NE	68803	26
Village East	2011 N. 25th St.	Omaha	NE	68111	40
Villas at Hawthorn	2051 Villas Dr.	Warrenton	MO	63383	48
Villas Downtown	300 E. Broadway Ave.	Excelsior Springs	MO	64024	42
Ville De Sante	6250 Ville De Santa Dr.	Omaha	NE	68104	36
Ville De Sante Terrace	6202 Ville De Sante Dr.	Omaha	NE	68104	36
Vistas at Meadow Grove	1911 N. Linden Ave.	York	NE	68467	48
West Garfield Place	1601 S. West 10th St.	Lincoln	NE	68522	30
Windridge Estates I	30 N. 131st Terrace	Bonner Springs	KS	66012	40
Windridge Estates II	30 N. 131st Terrace	Bonner Springs	KS	66012	32
Yorkshire Manor	2600 Lawrence St.	Fremont	NE	68025	84
Zahn Apartments	320 S Wall Ave	Joplin	MO	64801	46



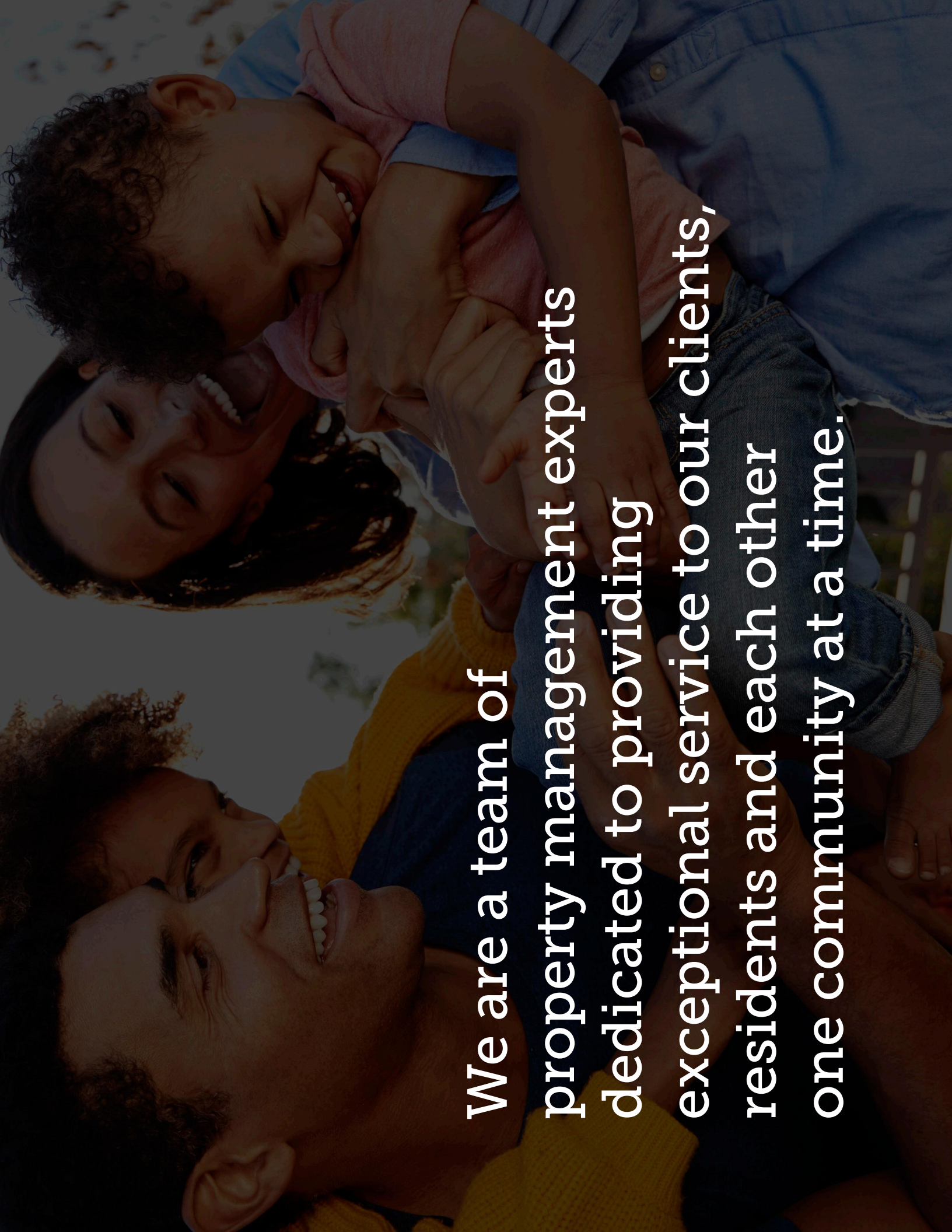
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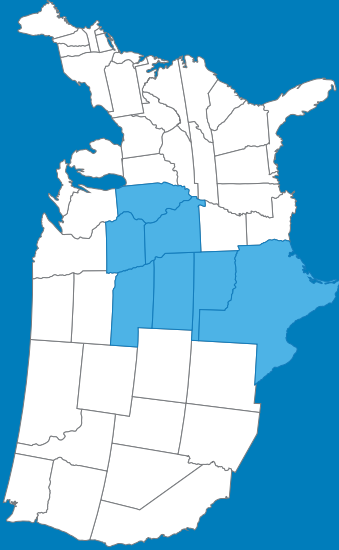


A photograph of a man and a woman smiling and holding a baby who is laughing. The man is on the left, wearing a yellow sweater, and the woman is on the right, wearing a blue shirt. The baby is in the center, wearing a pink shirt and blue jeans. The background is slightly blurred, showing some greenery.

We are a team of
property management experts
dedicated to providing
exceptional service to our clients,
residents and each other
one community at a time.



At a Glance



97 YEARS OF
EXCEPTIONAL
SERVICE

18K
UNITS MANAGED

49 NEW PROPERTIES
IN 2019

95%
AVERAGE
OCCUPANCY

Presence Across 7 States:

- IOWA
- ILLINOIS
- KANSAS
- MISSOURI
- NEBRASKA
- OKLAHOMA
- TEXAS

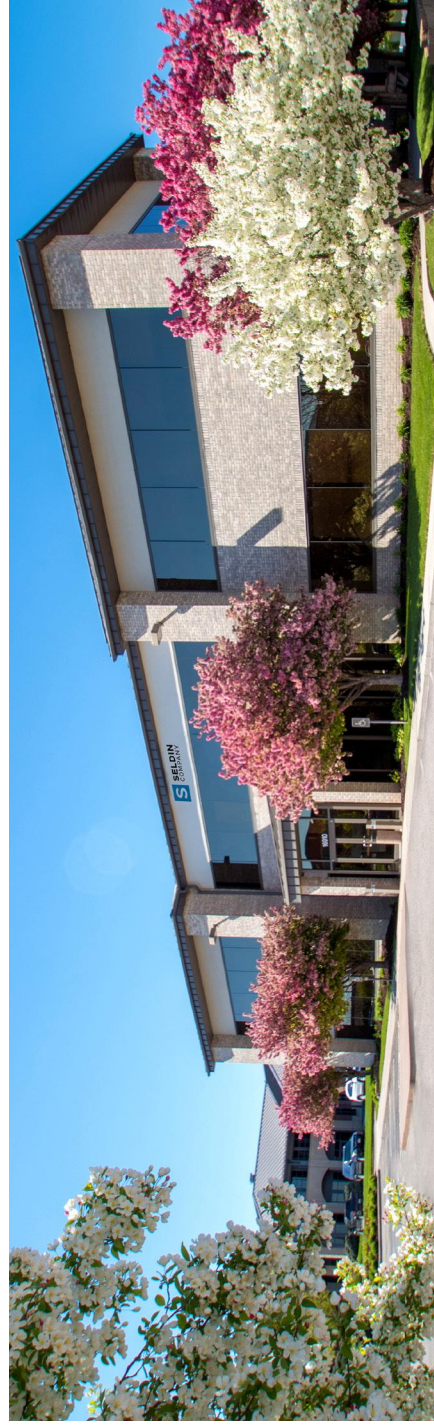
Seldin Company is a leading property management firm with deep roots throughout the Central United States. Headquartered in the heart of the Great Plains (Omaha, NE), Seldin was founded in 1923 and engages in the management and expansion of multifamily apartment communities.

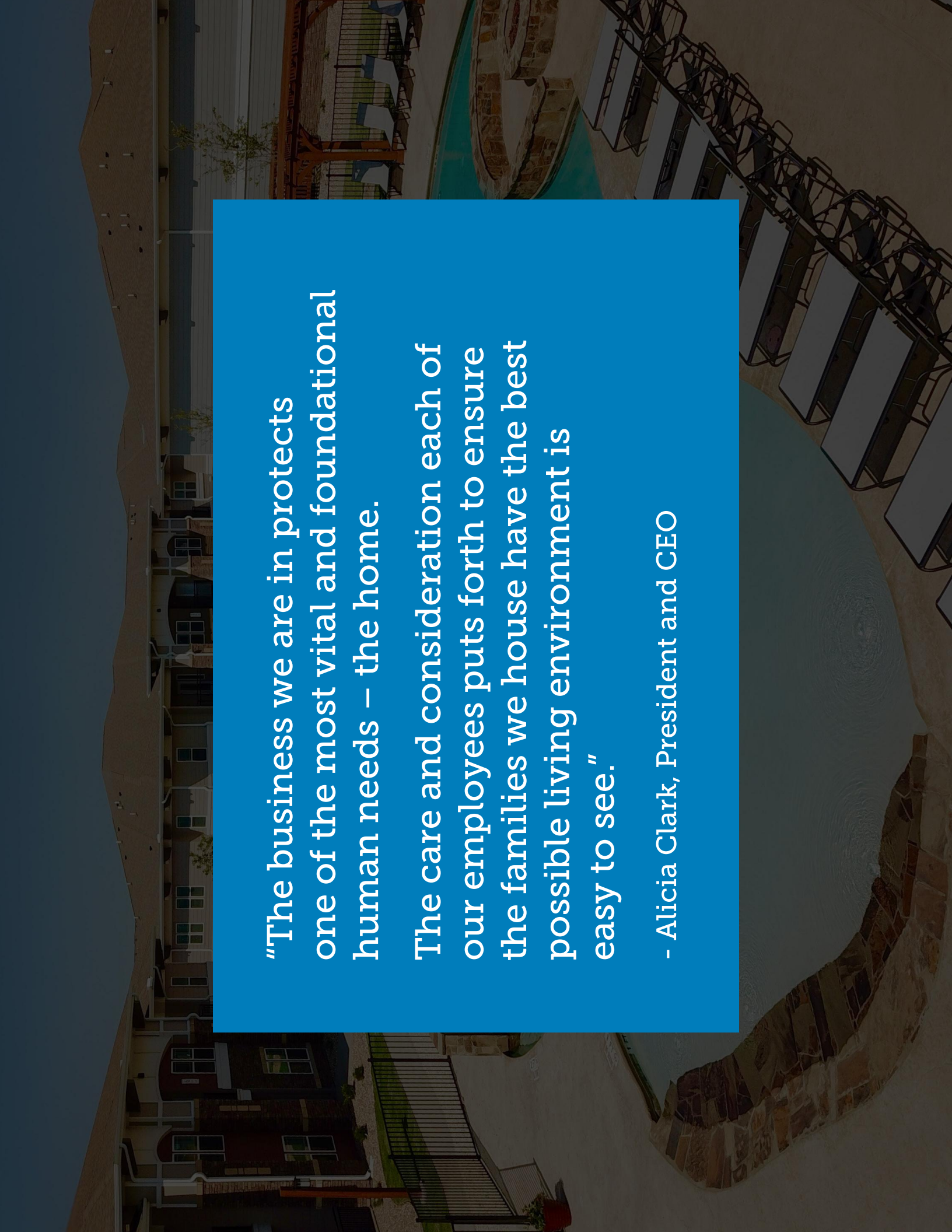
With decades of expertise managing affordable and conventional communities, Seldin Company is proud to be an employer of choice and manager of properties that are the best places for residents to call home.

The mission of Seldin Company has always emphasized both employees and residents as the core of its business success.

Seldin employees dedicate themselves to the preservation of the physical properties and an outstanding culture.

Seldin Company provides a wide range of property management and leasing services for luxury apartments to HUD-assisted, and Housing Tax Credit communities. We are also committed to providing quality and affordable senior housing.



The background image shows a modern, multi-story apartment complex with a mix of brick and light-colored siding. In the foreground, there is a swimming pool with a curved, stone-lined edge. To the right of the pool, there is a large, multi-level metal structure, possibly a playground or a climbing frame. The sky is clear and blue.

"The business we are in protects
one of the most vital and foundational
human needs – the home.

The care and consideration each of
our employees puts forth to ensure
the families we house have the best
possible living environment is
easy to see."

- Alicia Clark, President and CEO

LEADERSHIP



ALICIA CLARK // PRESIDENT & CEO

Dr. Alicia Clark, President & CEO, has been with Seldin Company since 2004. Her previous positions held at Seldin Company include: Chief Operating Officer, EVP of Implementation and Business Intelligence, and SVP of Systems and Staff Development. Prior to Seldin Company she served as the Director of Compliance for a Midwest regional management company. Alicia has held direct responsibilities for property inspections and compliance reviews for Tax Credit, HUD (Section 8, 236, 811, 202, and HOME), Bond, CDBG, AHP among other programs.

In addition to compliance responsibilities in the role of CEO/President she oversees the organization's property management operations, software systems including conversions and implementation, compliance monitoring, and communication functions both internally and externally. This includes oversight of all corporate departments.

EDUCATION

- PhD in Human Capital Management, Bellevue University
- MBA Business Administration, Management & Operations, Bellevue University
- Bachelor of Science in Housing and the Near Environment, Iowa State University

PROFESSIONAL CERTIFICATIONS

- Housing Development Finance Professional (HDFP)
- Certified Occupancy Specialist (COS)
- Housing Credit Certified Professional (HCCP)
- Specialist in Housing Compliance Management (SHCM)
- Certified Credit Compliance Professional (C3P)

RELATED EXPERIENCE

- National Affordable Housing Management Association (NAHMA), Executive Member
- NAHMA Education and Training Committee, Vice Chair
- NAHMA Educational Scholarship Fund, Board of Directors Member
- SHCM Technical Review Committee, Sits on Committee
- Strategic Planning Board for the Douglas County Housing Authority (2008-2010), Sat on Board
- IA/NE Affordable Housing Management Association (AHMA) (2010), President
- IA/NE Affordable Housing Management Association (AHMA) (2015-2017), Assistant Executive Director

LEADERSHIP



CINDY POWERS // CHIEF ADMINISTRATIVE OFFICER

Cindy Powers has been with Seldin Company since 2000, during which time she has served as the Assistant to the Chairman, Legal Assistant to the VP and General Counsel, Office Manager and Property Insurance Coordinator and the Senior Vice President of Human Resources.

Throughout her tenure, Cindy has dedicated herself to helping drive and manage a number of key initiatives that enrich Seldin Company and its employees including: benefit enhancements, leadership and employee engagement improvements and operational planning. As Chief Administrative Officer, Cindy provides strategic leadership and support in developing and successfully

executing initiatives, strategies and goals in the areas of insurance and legal services, human resources, administrative services and information technology. Cindy holds a Bachelor of Science degree in Management of Human Resources and an A.A.S. Degree in Legal Assisting, specializing in commercial law. She holds the SPHR and SHRM-SCP certifications. Cindy is a licensed real estate broker in Nebraska. Cindy is also a member of the Society for Human Resources Management, Human Resource Association of the Midlands, Board Member of the Nebraska Association of Commercial Property Owners (NACPO) and Carole's House of Hope and serves as a Business Ethics Alliance Trustee.

EDUCATION

- Bachelor of Science degree in Management of Human Resources from Bellevue University
- A.A.S. Degree in Legal Assisting, Specializing in Commercial Law

PROFESSIONAL CERTIFICATIONS

- SPHR certification
- SHRM-SCP certification

RELATED EXPERIENCE

- Licensed real estate agent - Nebraska
- Society for Human Resources Management, Member
- Human Resource Association of the Midlands, Member
- Nebraska Association of Commercial Property Owners (NACPO), Board Member
- Business Ethics Alliance Trustee

LEADERSHIP



JESSICA WARD
CHIEF FINANCIAL OFFICER

Jessica Ward joined Seldin Company in December 2016. Jessica most recently worked as Director of Financial Analysis with a global communications company and has worked in public accounting for over ten years. Jessica brings with her a history of financial analysis, forecasting and extensive experience in audits.

As CFO, Jessica is responsible for development and oversight of the company's financial management strategy and providing significant contributions to the development of the company's strategic goals.

EDUCATION

- BA in Accounting, University of Northern Iowa
- Certified Public Accountant



MICHELE NATHANIELS
EVP PROPERTY OPERATIONS

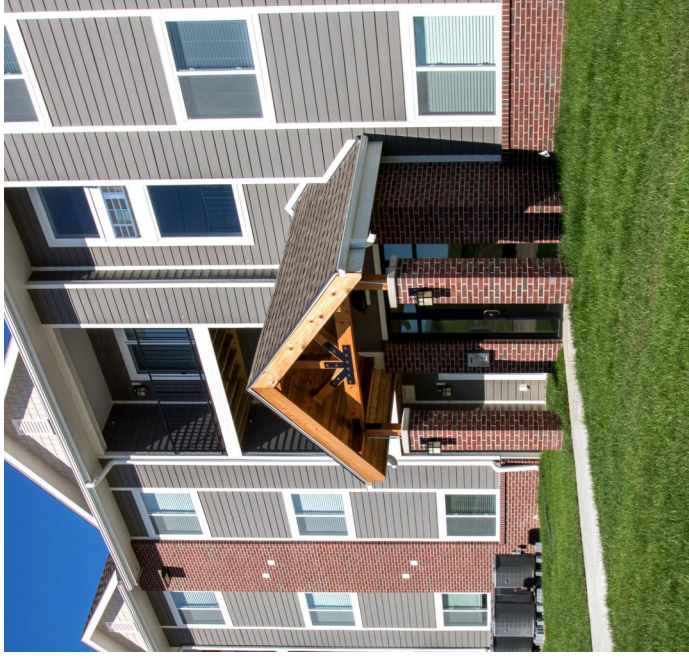
Michele Nathaniels joined Seldin Company in 2005 and has served in a multitude of leadership roles including successfully overseeing developments, lease-ups, affordable housing, and large-scale portfolio transitions. With over 15 years of experience in the property management industry, Michele's expertise has resulted in several promotions. Michele oversees the physical, operational, and financial aspects across Seldin's entire portfolio, consisting of approximately 18,000 units throughout seven states.

RELATED EXPERIENCE

- Licensed real estate broker - Nebraska
- Licensed real estate broker - Illinois
- Licensed real estate broker - Tennessee
- Real estate sales license - Iowa
- Certified Apartment Portfolio Supervisor
- C6P, COS, and HCCP designations

Services Summary





Seldin Specialties:

- Multifamily Property Management
- Affordable Housing
- New Construction Lease-Ups
- Development & Consulting
- HUD-Assisted & Housing Tax Credit Communities
- Value-Add Renovations
- Repositioning Troubled or Challenging Assets
- Compliance

PROPERTY MANAGEMENT

Seldin Company provides quality management for apartment communities throughout the United States. We manage a variety of properties, from luxury apartments to HUD-assisted and Housing Tax Credit communities. We are committed to providing quality and affordable senior housing. We pride ourselves on being the benchmark for the property management industry with owners relying on our experienced team for timely, detailed reporting and strategic, customized management and oversight.

Seldin Company has long term experience in managing multifamily high-rise communities, including HUD income based properties to luxury, market rate apartments. One community in particular is a HUD tax credit community for ages 62 and older or disabled individuals, which is located in downtown Omaha. Seldin Company has managed this community for over 20 years.

DEVELOPMENT & CONSULTING

Let our over 90 years of expertise with multifamily development and consulting services work for you. Seldin Company will be there through every stage, from concept and construction to lease up and daily management. We offer consulting services in a wide array of expertise areas including, but not limited to: Facilities and General Contracting, Due Diligence (physical and file), Compliance and Audit Services (HUD, LIHTC, HOME, DCBG, and other affordable housing programs), Marketing, Operations and Fair Housing Training, as well as general property development and lease-up strategy.

SERVICES SUMMARY // FACILITIES MANAGEMENT, IT SUPPORT, FINANCE & ACCOUNTING

FACILITIES MANAGEMENT

Properties managed by Seldin Company typically rank higher in REAC and other state-required inspections than those managed by the competition. We strive to proactively identify and address all smaller issues in order to minimize inconvenience to residents and save on costly repairs down the road. Seldin Company focuses on providing prompt, friendly, and dedicated maintenance service. We take pride in taking care of our residents 24/7.

Seldin Company has several policies in place for mitigating risk. These include annually, and quarterly unit and safety inspections, which include replacing furnace filters, replacing the smoke detector batteries, annual shop inspections, spring and fall common and exterior inspections, monthly community common and exterior inspections, and a bi-annual corporate overhead inspection of the community. Seldin Company also has a safety committee that meets quarterly and distributes safety materials to the sites and employees.

IT SUPPORT

Seldin Company offers an internal technology staff with the ability to remotely support all of your computer hardware & software needs. IT ensures that all technology is running smoothly, so property staff can focus on what they do best... leasing apartments and keeping residents happy.

Our IT team plays an integral role in any transition or lease-up, ensuring the transfer and addition of properties into the Seldin contact-sphere. The team is an expert in the telecom industry and can coordinate with outside vendors to ensure a seamless experience for staff and residents.

FINANCE & ACCOUNTING

Quality people with industry experience allow Seldin Company to provide timely, accurate, and crucial information to our clients. Our procedures and systems ensure detailed tracking and reporting of financial information across our entire portfolio. In addition, we offer customized reports that deliver the information in a format that is easy to understand, while saving our clients and investors time and money.



HUMAN RESOURCES & RECRUITING

We recognize that top talent is hard to find and the best employees are looking to work in a place that has a dynamic and engaging workplace culture. Our team of recruiters work diligently to find and recruit the best industry talent to ensure our properties are in great hands.

Our human resources experts also place much emphasis on retaining our star employees by researching and implementing exciting and affordable benefits, perks, and culture initiatives that keep employees happy.

TRAINING

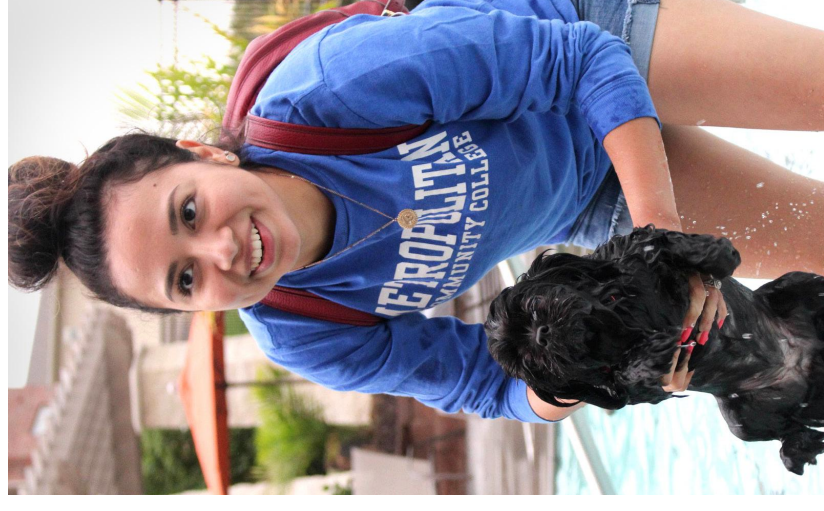
Seldin Company has invested to build Seldin University to provide unlimited access online, in-person, and for sponsored training on topics including, but not limited to:

- Soft Skills
- Sales/Leasing
- Software Utilization
- Financial Management
- Fair Housing Training

We maintain a Learning Management System, cloud-based Standard Operating Procedures, and offer in-house training for facilities, safety, and property operations.

RESIDENT ENGAGEMENT SERVICES

We believe that coordinated community engagement increases resident retention and referrals. This is one of the key factors in your property's ongoing success. We are proud to offer dedicated, on-site staff to focus on property activities that connect residents to the community while building property reputation and promoting the neighborhood.



Our in-house marketing team engages future and current residents by leveraging new technologies with strong marketing strategies, as well as providing expertise in branding and design services for both new developments and established communities. Equipped with extensive knowledge and creative talent, Seldin Company's marketing team provides hands-on, best-in-class services for a fraction of the cost of an outside agency.

FLATWATER

APARTMENTS

LEGACY 23

BLVD Lofts

Bluff

Apartments

Hollow Tree

Apartments

Font Styles

Suggested font pairing

Axia Black - Main Head
 ABCDEFGHIJKLM
 NOPQRSTUVWXYZ
 abcdefghijklmnopqrstu
 0123456789!@#%&*()

Axia Regular - Sub Head
 ABCDEFGHIJKLM
 NOPQRSTUVWXYZ
 abcdefghijklmnopqrstu
 0123456789!@#%&*()

Axia Light - Body Copy
 ABCDEFGHIJKLM
 NOPQRSTUVWXYZ
 abcdefghijklmnopqrstu
 0123456789!@#%&*()

Brand Colors

Primary Palette		Secondary Palette	
	PMS: 382C CMYK: 32,0,100,0 RGB: 185,213,50 HEX: #B9D532		PMS: Rich Black C CMYK: 75,68,67,90 RGB: 0,0,0 HEX: #000000
	PMS: 404C CMYK: 50,50,60,25 RGB: 114,102,88 HEX: #726658		PMS: 000C CMYK: 0,0,0,0 RGB: 255,255,255 HEX: #FFFFFF

Versions

Primary Logo



The primary logo is BLVD Lofts main brand expression and should be used to represent BLVD Lofts whenever possible on the premises and on business and marketing collateral.

Alternate Versions

Reverse



The reverse version may be appropriate to use on a dark background as needed.

Black & White



The black & white version may be appropriate to use on a light background as needed.



S SELDIN COMPANY



Our Compliance Team Holds the Following Designations:

- Housing Credit Compliance Professional (HCCP)
- Certified Occupancy Specialist (COS) & Certified Occupancy Specialist Advanced (COSA)
- Low-Income Housing Tax Credit Compliance Specialist (TaCCs)
- Housing Compliance Manager for HOME Funds (HCM-HF)
- Housing Compliance Manager for HUD (HCM-H)
- Apartment Housing Manager (AHM)
- Fair Housing Specialist (FHS)
- Specialist in Housing Credit Management (SHCM)
- Certified Credit Compliance Professional (C3P)

Navigating the complex world of property compliance is a challenge for many owners. With over 60 years of combined experience, the Seldin Compliance team is able to quickly and efficiently address all facets of the regulatory sphere. Our staff carry COS(A), HCM-H(F), SHCM, HCCP and other designations and are well versed in HUD, Section 42 LIHTC (Tax Credit) and Home requirements.

Our in-house compliance staff participate, at minimum, in state sponsored training each year. We in turn provide internal training and updates to all employees (regional and site) on program, process, and regulatory compliance. Training sessions are offered

monthly, in-person, and via web to accommodate a variety of learning styles and preferences. The compliance staff are well-versed in many affordable housing spectrums, participate continuously in the local and national affordable housing management associations (AHMA's), with state monitoring agencies, the Regional and National HUD offices, contract administrators, as well as with many syndicators and investors.

Seldin Company manages approximately 50 affordable, tax credit and income based projects that require or provide resident services on an ongoing basis (monthly, quarterly, annually). The majority of resident

services are supervised or provided directly by the Property Managers, with reporting requirements directed to our Supportive Service Coordinator. We also work with outside organizations to ensure contract requirements are met and services are being provided consistently to our residents. Resident services range from hosting resident events, such as movie nights or potluck dinners, to providing classes on how to deal with chronic pain, financial education, and education on landlord tenant law. Services offered vary depending on property type and needs of the resident population.



Management Plan Overview

The Management Plan serves as an addendum to the Management Agreement and lays out an overview of how we will approach the management of this property. By signing the management agreement, you have entrusted Seldin Company with full responsibility for the day-to-day management of your property. We take this responsibility very seriously.

The Community Business Manager will report to a Regional Portfolio Manager and

Vice President of Property Management. They in turn, report to the executive leaders of Seldin Company who are ultimately responsible for assuring the property is managed to its highest potential.

Seldin will conduct a thorough assessment of the operations, physical asset, and regulatory/compliance and develop a plan for the First 100 Days of our management of the property. Seldin will meet with the owner representative on a regular basis, but not

less than monthly, during the first 100 days to provide an update on progress and to agree on further modifications to the operating plan.

Following the first 100 days, Seldin will schedule follow-up meetings at intervals determined by the owner representative. The following paragraphs provide a detailed description of Seldin Company's approach to property management and is written to provide insight into how we view our responsibilities.

MANAGEMENT PLAN // PERSONNEL POLICY & STAFFING ARRANGEMENTS

Seldin Company is an equal opportunity employer. All hiring will be done in full compliance with all applicable State and Federal laws. Seldin does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, disability, marital status, or any other characteristic protected by applicable law.

For existing properties, approximately 30-days prior to assuming management of the property, Seldin will screen existing staff and make hiring decisions. Only those

candidates that meet our performance criteria and have the skills and talent to achieve the standards and objectives of the Property will be considered. At the time we assume responsibility for a property Seldin Company's Human Resources Department will complete thorough background checks on finalists for each position. The hiring process will insure that all employees meet the mission objectives of the owner and Seldin Company.

An approved staffing plan will be developed to meet the demands of the property. All on-site employees will be hired, paid,

supervised and, if necessary, discharged through Seldin Company.

The site team will be thoroughly trained by Seldin Company's professional learning and development department. Site personnel will participate in an intensive new hire training either in-person or via web conference at our dedicated training center (Omaha, NE). New staff will proceed through an orientation, then move into directed sessions on policies, procedures, and property management expectations.





All marketing and leasing activities shall be performed in accordance with the following:

- Affirmative Fair Housing Marketing Plan
- Property Resident Selection Criteria
- Equal Housing Opportunity
- Fair Housing Laws
- Applicable Federal, State and Local Laws
- Any Other Program-Specific Requirements

A Resident Selection Plan will be completed by our internal Compliance Department outlining the guidelines for selection based on the regulatory, partnership, and program requirements for each Property.

This plan, which will guide applicant screening, will be completed prior to commencement of marketing and will be implemented by staff following Owner approval.

Seldin will establish applicant screening and selection processes which conform to all Fair Housing Laws. We will thoroughly screen prospective Residents for credit, rental, and criminal history to ensure that only qualified Residents are offered a Rental Agreement.

Every effort will be made to achieve and maintain the highest level of occupancy possible. To assure that we are maximizing

property occupancy, we will regularly monitor the local rental market and compare rents and occupancy levels with similar properties in the area.

The lease and resident general guidelines will be reviewed and updated regularly to ensure that residents clearly understand what they can expect from management and also what can be expected of them prior to occupancy.

MANAGEMENT PLAN // MARKETING

The initial Marketing Plan will be outlined upon review and assessment of the property's AFHMP. Property management staff will work closely with our marketing team to deploy the Marketing Plan for the property aimed at maintaining occupancy and maximizing net operating income.

The initial Marketing Plan includes an assessment of current market conditions and a detailed approach for the on-going marketing of the property. The on-site property staff will be provided with structured marketing training to ensure they are leveraging best practices when marketing for the Property. Marketing tactics may include banners and other leasing signage to drive awareness and lease inquiries, when needed.

Our dedicated marketing department provides website maintenance, flyer and promotional outreach material design, and monitors social media, providing reputation management oversight. The marketing team also lends support for open houses, lease-up or re-stabilization activities, and resident events.

For an additional fee, Seldin Company's professional marketing team can provide the following services: signage design and installation (including monument signs, building numbers), floor plan and brochure design, property photography, and other items to support property marketing efforts.

CHÂTEAU

AT HILLSBOROUGH

Chateau at Hillsborough offers the feeling of a small, exclusive community without staying in a small town. Located in West Orange, NJ, this property is a rare find in the market. Offering a truly unique and customizable experience, residents may choose from a wide range of upgrades. Make Chateau at Hillsborough your home.

Community Amenities

- 24-hour Resident Lounge with Free Wi-Fi
- Pet-friendly Community
- Attached Garage
- Clubhouse with Kitchen and Coffee Bar
- Elevators in Select Buildings
- Hardwood/Charter Features
- Pet-friendly with Dog Park
- Secure Key Tracking System
- Recycling, Dry Cleaning Pickup and Free Appliance Services

Interior Features

- Ceiling Fans in Master Bedroom
- Granite Countertops
- Open, Spacious Floor Plans
- Hardwood Floors
- Washer/Dryer In-Unit
- Wooden Bricks Throughout

www.chateauathillsborough.com

4804 N. 53rd Place | Orange, NJ 08644
ChateauSeldin.com | 609.655.1120

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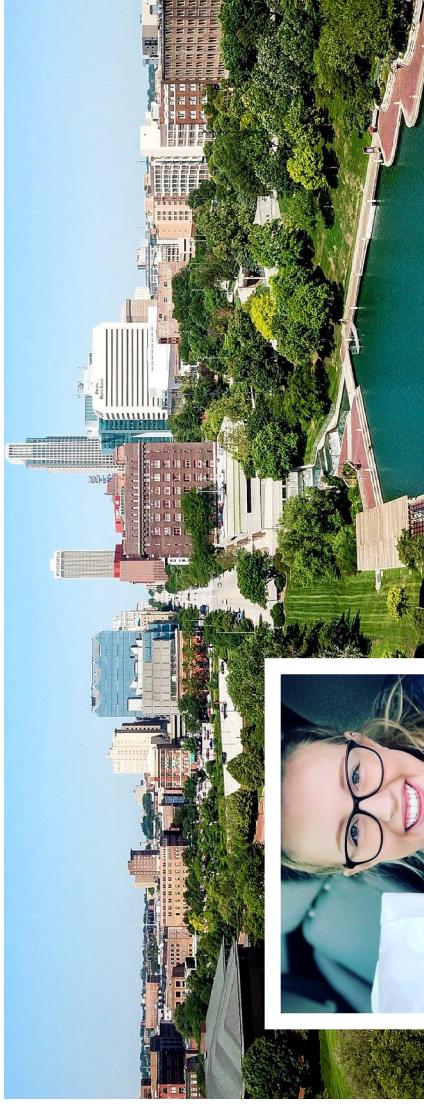


MANAGEMENT PLAN // APPLICATION, LEASING PROCESS & RESIDENT MANAGEMENT RELATIONS



The Community Business Manager, who has been thoroughly trained in the intricacies of resident eligibility for this property is responsible for the application process, including initial move-ins and lease renewals. The Community Business Manager will work with our professional support departments whenever necessary to assist in fulfilling all management responsibilities.

When the Community Business Manager receives a completed application and it appears that the eligibility requirements are met, the Community Business Manager will request a credit report and begin the income verification process along with screening for criminal, credit and rental history. Parameters for approval/denial can be reviewed or adjusted at the Owner's discretion as long as changes are in compliance with local Landlord Tenant Law, Federal Fair Housing Regulation, and any other applicable regulatory requirements. Upon review of the credit report and receipt of completed forms, the application will be considered complete. At that time the applicant will be notified in



writing, that they have been accepted, rejected or placed on a waiting list.

The Residential Rental Agreement and all addenda will be provided to the resident prior to their taking possession of the unit. Any questions the applicant may have regarding the lease requirements will be answered.

Once the resident has had a chance to review and understand the Residential Rental Agreement, two copies of the agreement will be signed by the Resident and Community Business Manager, on behalf of the owner, and a signed copy shall be provided to the Resident. In addition, General Guidelines and Occupancy Rules will be reviewed with each resident prior to occupancy.

The Resident will sign a statement indicating that they have read and understand these documents. Strict adherence of these policies and rules will be expected. Failure to comply with them will result in a lease violation notice. Repeated violations can lead to termination of tenancy.

RESIDENT MANAGEMENT RELATIONS

Satisfaction of the Residents is an important component of effective property management. Residents will be surveyed to determine their level of contentment in living at the property. Surveys may be conducted in person during apartment visits, at resident gatherings, or offered and completed anonymously.

Friendly communication is encouraged between all property staff and Residents. In order to ensure good resident relations, every effort will be made to handle requests promptly. We welcome resident comments on our management of the property, both directly and online. We review feedback on a regular basis and respond to it within 48 business hours. The Occupancy Rules includes a formal Resident Grievance Policy/Procedure, which outlines the process by which residents can escalate any unresolved concerns to Seldin Company's Senior Leadership team.

RENT COLLECTION

Seldin is responsible for the collection of rent and issuance of rent receipts. Rental payments are to be made at the Property office during regular office hours. If outside of office hours, the rent payments may be deposited in the mail slot or rent drop box that is provided near the office. Rent receipts received outside of normal office hours will be posted to the Residents account on the next business day. All rent payments will be kept in an account designated as an FDIC-insured Operating Account under Seldin Company's control, but in the name of the legal entity of the property.

Rent may be paid by check, money order, ACH, credit card or automatic pre-authorized bank draft. All money orders must be made out to the Property. Blank money orders will not be accepted. Seldin will not accept cash for rent or other resident charges, with the exception of application fees.

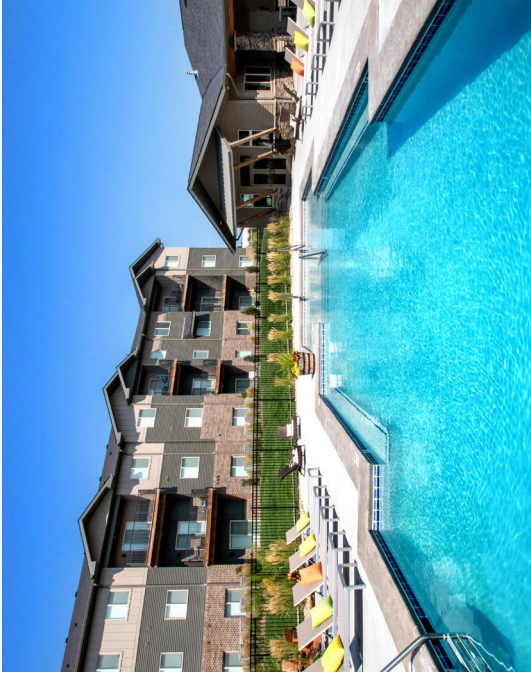
SECURITY DEPOSITS

Seldin Company will collect security deposits prior to resident occupancy, in accordance with local, state and federal guidelines. The value of these funds will be deposited in a separate, interest-bearing account under the legal name of the property. The account will be insured by the FDIC.

LATE PAYMENTS

Unless a payment arrangement has been made prior to rent becoming delinquent, partial payments will not be accepted. Rents are due on the 1st day of the month, considered late thereafter, if unpaid by the end of the identified grace period, in compliance with State law, a late fee is assessed. When the grace period falls on a weekend or posted holiday, a late fee will be assessed on the first business day following the last day of the grace period. All payments will be applied to the oldest open balance.

Legal action is initiated if Seldin Company determines that the Resident is not making an effort to make timely rental payments. Seldin Company will make every effort to work-out a payment schedule with residents who are behind in their rent. However, continual late and missed payments of rent will not be tolerated and will be subject to Seldin Company initiating formal eviction proceedings, in compliance with the Landlord Tenant Act and applicable State and Local laws.



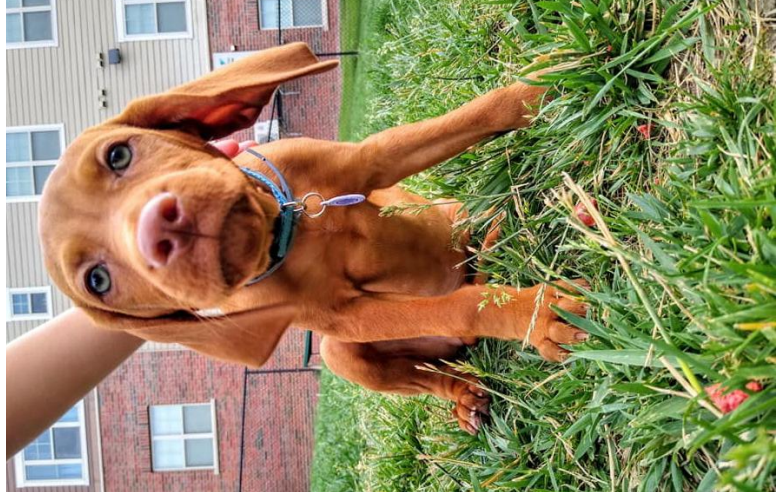
MANAGEMENT PLAN // PROPERTY & UNIT MAINTENANCE

To facilitate quality service, Seldin Company has hired skilled staff to provide timely repairs along with ongoing preventative maintenance of the Property. Based on the initial physical plant review, preventive maintenance inspections will be performed on an on-going basis to help mitigate potential costly repairs. The plans for preventive maintenance at the Property include unit inspections, addressing resident service requests in a timely manner through our work-order system, and daily visual assessments of the buildings and grounds. Our commitment to provide maintenance service in a timely and thorough manner is a trademark of Seldin.

Residents shall notify the Community Business Manager of maintenance by calling, emailing or stopping by the rental office. Property staff will respond to emergency maintenance requests immediately and routine maintenance requests will be handled as quickly as feasible, generally within 24 business hours. Property staff will advise residents of any inordinate delays in addressing a request. Residents will be charged for maintenance required as a result of negligence or abuse. The cost of repairs for damages will be payable immediately and will be past due if not paid within the next rental period.

Seldin Company will coordinate after-hours, on-call staff to handle maintenance emergencies for the Property. Emergencies include: Fires, major leaks, natural disasters or other incidents that threaten the health and safety of the Residents or which, if left unattended, will have a detrimental impact on the Property.

The Community Business Manager will maintain an inventory log of materials and tools. These are monitored on a regular basis to maintain supply levels and ensure tools and equipment remain on site and are in good operating condition.



MANAGEMENT PLAN // INSPECTIONS, CONTRACTS & MAJOR REPAIRS

INSPECTIONS

As a part of their lease, Residents have agreed that Seldin Company employees or representatives are entitled to enter the Resident's dwelling for purposes of inspecting the condition or making necessary or agreed upon repairs or improvements during reasonable hours, with a 24-hour notice. Seldin shall also have the right to enter the Resident's dwelling without prior notice if we reasonably believe an emergency exists requiring such entrance.

Unit inspections are completed at regular intervals (no less than annually) to maintain and protect the physical Property and monitor adherence to policies. These inspections offer the opportunity to view the condition of the unit and address concerns immediately. During the inspections all items determined to be in need of repair, replacement or cleaning will be documented. Any necessary repair, replacement or cleaning due to resident damage or negligence will also be noted and the Resident notified in writing of the findings. Seldin will coordinate and complete regular maintenance such as furnace filter changes and smoke detector inspections at the same time as the unit inspections to cause the least inconvenience to residents.

Seldin will inspect each unit prior to move-out and re-rental, preparing service orders, as necessary. The maintenance staff will be notified of move outs as soon as possible so all maintenance work and necessary parts or preparation can be completed quickly after a resident vacates.

CONTRACTS & MAJOR REPAIRS

Seldin Company will negotiate contracts with vendors utilizing company relationships and programs already in place in order to obtain the best possible value and service. Seldin will obtain three competitive bids for performance of all major repairs and the bid most advantageous to the Property will be accepted.

Authorization will be obtained from the Owner at the time the annual budget is presented or when unbudgeted, non-emergency projects are needed. In the case of an emergency, repairs will be undertaken without prior approval of the owner in order to protect the health and safety of the Residents. In these circumstances, the Owner will be notified as soon as possible after the event.

To protect the Owner and Seldin Company, all vendors/suppliers performing work on-site must comply with Seldin Company's Vendor Management Program. A copy of this program will be provided upon request. Only outside contractors that have a status of "approved" will be eligible to work on site. If the outside contractor never comes on-site, then they will be exempt from participating in the program.



AFTER



BEFORE



Seldin Company provides a complete monthly financial reporting package. Each distribution includes the following reports, but can be customized to ownership's needs at any time.

- Balance Sheet
- Budget Variance
- Profit and Loss Comparison
- Twelve Month Profit and Loss
- Cash Flow Statement
- Rent Roll
- Aged Receivables
- Deposit Summary
- Paid Invoices
- AP Aging Summary
- General Ledger
- Delinquency Report

In accordance with the Management Agreement, Seldin Company will establish and maintain an operating account in its primary financial institution into which all rents and other operating income will be deposited and from which operating expenses will be paid. Seldin Company will maintain a minimum balance at all times. In the event that the account falls below this amount the Owner will be notified of the need to fund the deficit.

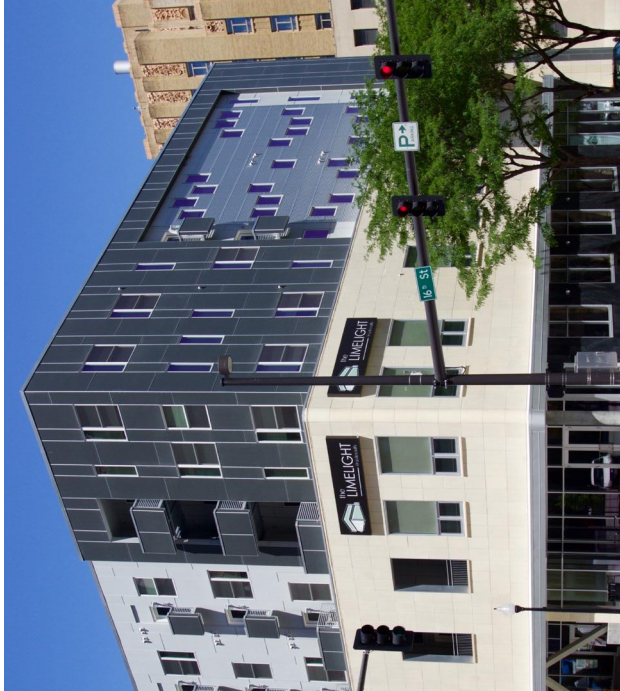
Seldin Company will establish and maintain an accounting system necessary to record all financial transactions related to the operation of the Property. This system will enable Seldin Company to provide you with timely

financial reporting and allow for the ease of auditing the financial performance of the property.

Prior to commencing management of the Property and annually thereafter, Seldin Company will prepare property operating and capital budgets for your approval. These budgets will serve to guide the operation of the Property for the following year. Once approved, Seldin Company will operate within the parameters of these budgets. Seldin Company will consult with the Owner in the event we find it necessary to make an unbudgeted expenditure of more than \$5,000 for an operating need, or \$5,000 for a capital expenditure.

In order to allow the Owner and Seldin Company to measure its financial performance of the Property, Seldin Company will, by the 15th of each month, provide reports for the prior month. These reports will analyze the operating performance of the Property against budget, as well as a number of key performance indicators. On a quarterly basis, Seldin Company will provide you with a narrative report delineating variances between budget projections and actual results. Regional Portfolio staff will then schedule a meeting with you to review quarterly performance either in person, or via phone.

MANAGEMENT PLAN // TRAINING PROCEDURES



Seldin Company offers a wide variety of internal training programs through online courses, interactive webinars, and in-person courses, all from subject matter expert sessions. These opportunities range from soft skills (e.g. professional development, leadership, conflict resolution, time management) to specific operational skills, (e.g. fair housing, safety, leasing/closing, financial review, and affordable housing compliance).

At minimum, all property staff will be required to complete training annually in all of the following areas: fair housing, sexual harassment, employee diversity, and security awareness. If the project has any specific environmental or operational needs or concerns, additional required training may be assigned.

Maintenance staff participate in training throughout the year. They receive both in-person, and online training. When staff is initially hired, they receive training from our Facilities Trainer who can answer questions immediately and on an ongoing basis during their employment. There are hundreds of courses available that are evaluated and assigned to each technician over the course of the year.

At a minimum, maintenance personnel will be familiar with the repair and maintenance of appliances, interior painting, minor plumbing, and electrical repairs, to enable them to perform the most common repairs and maintenance of the Property.



The Association for Talent Development (ATD) honored Seldin Company with an *Excellence in Practice Award* for our “Property Management Onboarding and New Hire Training.”

Seldin Company worked closely with Metropolitan Community College to create curriculum for a Multi-Family Building Maintenance Certification program. This program was borne from a unique initiative as a response to an industry challenge and organizational need.

“The Excellence in Practice Award holds a special significance for us. Watching the early ideas form into the outcome has been exciting and truly rewarding. We are thankful for the ongoing partnership with Metropolitan Community College and proud of the courses developed as a part of this endeavor.” stated Dr. Alicia Clark, Seldin Company President and CEO.





We are a property owner's best friend.

We look forward to providing you the most comprehensive property management service in the industry.



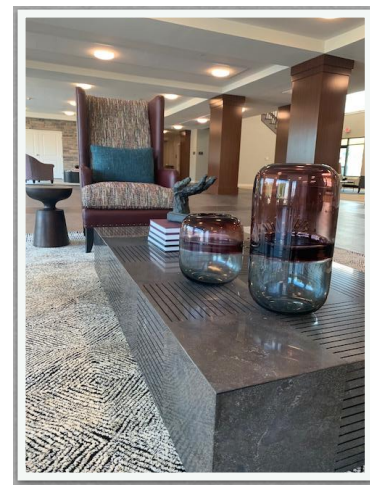
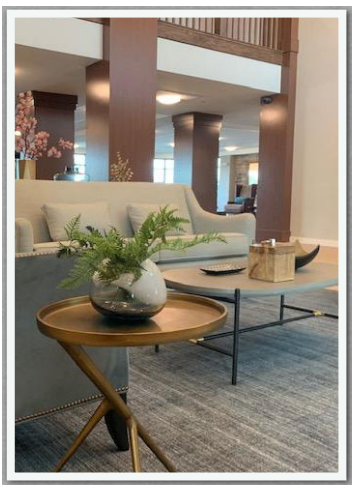
ALICIA CLARK, PhD, MBA, CAPS®
PRESIDENT & CEO
402.630.8086
alicia.clark@seldin.com



ASHLEY TATUM
VICE PRESIDENT OF MARKETING
& BUSINESS DEVELOPMENT
402.505.3223
ashley.tatum@seldin.com

Financial





Funding sources to be used

See Sources & Uses

Past or current funding programs (state or federal) for which the property is under contract

NA

Anticipated breakdown of the development costs

See Development Cost Schedule

Will the site be tax exempt after development?

No

Affordability period required for this project 40 years

Will this development require extensive capital improvements

Yes

DEVELOPMENT COST SCHEDULE

RAD Bond Deal:	No
Identity of Interest:	No
HIGH COST DEVELOPMENT	

Total Cost Summary				
Total Cost	Eligible Basis			
	Acquisition	New/Rehab.	Historic	
ACQUISITION:				
Site acquisition cost	\$ 169,000			
Subtotal Acquisition Cost	\$ 169,000	\$ -	\$ -	\$ -
SITE WORK:				
total site work	\$ 900,000		\$ 900,000	
Subtotal Site Work Cost	\$ 900,000	\$ -	\$ 900,000	\$ -
SITE AMENITIES:				
total site amenities	\$ 350,000		\$ 350,000	
Subtotal Site Amenities Cost	\$ 350,000	\$ -	\$ 350,000	\$ -
BUILDING COSTS:				
Subtotal Building Costs	\$ 7,255,980	\$ -	\$ 7,255,980	\$ -
VOLUNTARY ELIGIBLE BUILDING COST		<i>Voluntary Total</i>	<i>Voluntary per sf</i>	
		\$ 3,778,037	\$ 84.35	

TOTAL BUILDING COSTS & SITE WORK	\$ 8,505,980	\$ -	\$ 5,028,037	\$ -
Contingency (7-10%) 5.00%	\$ 425,299		\$ 351,963	
TOTAL HARD COSTS	\$ 8,931,279	\$ -	\$ 5,379,999	\$ -
OTHER CONSTRUCTION COSTS:				
General requirements (<6%) 6.00%	\$ 535,877		\$ 322,800	
Field supervision (within GR limit)				
Contractor overhead (<2%) 2.00%	\$ 178,626		\$ 107,600	
G & A Field (within overhead limit)				
Contractor profit (<6%) 6.00%	\$ 535,877		\$ 322,800	
TOTAL CONTRACTOR FEES	\$ 1,250,379	\$ -	\$ 753,200	\$ -
TOTAL CONSTRUCTION CONTRACT	\$ 10,181,658	\$ -	\$ 6,133,199	\$ -

VOLUNTARY ELIGIBLE HARD COST		<i>Voluntary Total</i>	<i>Voluntary per sf</i>
INCLUDING ACQUISITION COST IN BASIS (REHAB ONLY)			

SOFT COSTS:				
Architectural - Design fees	\$ 200,000		\$ 200,000	
Architectural - Supervision fees	\$ 50,000		\$ 50,000	
Engineering fees	\$ 75,000		\$ 75,000	
Real estate attorney/other legal fees	\$ 85,000		\$ 85,000	
Accounting fees	\$ 35,000		\$ 35,000	
Impact fees	\$ 150,000		\$ 150,000	
Building permits & related costs	\$ 125,000		\$ 125,000	
Appraisal	\$ 7,500		\$ 7,500	
Market analysis	\$ 7,500		\$ 7,500	
Environmental assessment	\$ 10,000		\$ 10,000	
Soils report	\$ 10,000		\$ 10,000	
Survey	\$ 15,000		\$ 15,000	
Hazard & liability insurance	\$ 55,000		\$ 55,000	
Real property taxes	\$ 30,000		\$ 30,000	
Personal property taxes				
Tenant relocation expenses				
FFE	\$ 65,000		\$ 65,000	
Subtotal Soft Cost	\$ 920,000	\$ -	\$ 920,000	\$ -

FINANCING:				
CONSTRUCTION LOAN				
Interest	\$ 499,961		\$ 476,154	
Loan origination fees	\$ 120,000		\$ 120,000	
Title & recording fees	\$ 55,000		\$ 55,000	
Closing costs & legal fees	\$ 35,000		\$ 35,000	
Inspection fees	\$ 15,000		\$ 15,000	
PERMANENT LOAN				
Loan origination fees	\$ 38,447			
OTHER FINANCING COSTS				
Tax credit fees	\$ 22,500			
Performance bonds	\$ 106,325		\$ 106,325	
Syndication organizational cost	\$ 35,000			
Tax opinion	\$ 5,000			
Subtotal Financing Cost	\$ 932,233	\$ -	\$ 807,478	\$ -

DEVELOPER FEES:				
Housing consultant fees	\$ 167,500		\$ 167,500	
Profit or fee	\$ 1,544,294		\$ 1,011,602	
Subtotal Developer's Fees 15.00%	\$ 1,711,794	\$ -	\$ 1,179,102	\$ -

RESERVES:				
Rent-up - new funds	\$ 100,000			
Operating - new funds	\$ 283,148			
Subtotal Reserves	\$ 383,148	\$ -	\$ -	\$ -

TOTAL HOUSING DEVELOPMENT COSTS	\$ 14,297,832	\$ -	\$ 9,039,779	\$ -
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Deduct From Basis:				Federal Historic
Total Eligible Basis		\$0	\$9,039,779	
High Cost Area Adjustment (100% or 130%)			130%	
Total Adjusted Basis		\$0	\$11,751,713	
Applicable Fraction		100.00%	100.00%	
Total Qualified Basis	\$11,751,713	\$0	\$11,751,713	
Applicable Percentage		3.33%	9.00%	
Calculated Credits	\$1,057,654	\$0	\$1,057,654	\$0

Credit Request	1,057,654
-----------------------	------------------

Leveraging Ratio	7.40%
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Current 9% Applicable Percentage:	9.00%
Current 4% Applicable Percentage:	3.33%
Federal Historic Tax Credit:	20.00%
State Historic Tax Credit:	25.00%

SOURCES AND USES

Financing Participants	Funding Description		Construction Period		Lien Position	Permanent Period					Lien Position
			Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt											
TDHCA	HOME	\$	-	2.50%		\$	-	0.00%	30		
	Construction Loan	\$12,000,000		4.00%							
	Permanent Loan					\$	3,844,714	4.25%	35		
	Soft Loan										
Third Party Equity											
	HTC	\$1,057,654	\$	1,935,314		\$	9,676,568			0.915	
	Fed Hist	\$0				\$	-				
	State Hist	\$0				\$	-				
Grant											
	Matching Funds					\$	-				
	In-Kind Contribution										
Deferred Developer Fee											
	Deferred Fee					\$	776,551				
Other											
Total Sources of Funds		\$	13,935,314			\$	14,297,833				
Total Uses of Funds						\$	14,297,832				

Requested Documents



Please list any additional information or letters that you will be requesting from the City For the TDHCA application requirements.

City financial support of \$500 in local match (fee waiver)	Template letter for the City's use is located in the shared application folder.
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Resolution of Support	Template resolution for the City's use is located in the shared application folder
-----------------------	--

1 mile 3 year Resolution	Language included in template Resolution of Support located in the shared application folder
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OVERLAND PROPERTY GROUP

254 N. SANTA FE AVE. SUITE A • SALINA, KS • (913) 396-6310

Avenue B Apartments

1/15/2021

Proposed Apartment Homes:

Garland, TX



CITY OF GARLAND

OM HOUSING

PHONE: (214) 432-7610

FAX: (214) 594-9753

WWW.OMHOUSING.COM

DSULAKHE@OMHOUSING.COM

5033 Brookview Drive
Dallas, Texas 75220

214.432.7610 Off
214.594.9753 Fax
www.omhousing.com



January 15th, 2021

Mona Woodard
Grant Administrator
City of Garland
200 N 5th Street
Garland, Texas 75040

RE: Request for support, Avenue B Apartments

Dear Mona,

Find attached our request for support on our application for Housing Credits for the proposed Avenue B Apartment Homes from Garland City Council. The proposed community will be a high quality, eco-friendly affordable project that is much needed in the city. It is to be located generally at 1700-1800 Avenue B, Garland, Texas.

Please find attached the project description and other exhibits for the proposed development.

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

Sincerely,
OM HOUSING, LLC

A handwritten signature in blue ink, appearing to read "Deepak P. Sulakhe", is written over a horizontal line.

Deepak P. Sulakhe
President / CEO

Encl/jb

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HOUSING TAX CREDIT APPLICATION

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- Ex 5 Financing Summary
- Ex 6 Site Control Documentation
- Ex 7 CPTED Checklist
- Ex 8 Resident Services
- Ex 9 Tenant Selection Criteria
- Ex 10 Demand Analysis
- Ex 11 Zoning

Ex 1

**OM Housing Brochure / List of Awards and
Team Resume**

HOME
Housing

Setting the standard in
HIGH QUALITY SUSTAINABLE
development.



EXPERIENCED LEADERSHIP *positioned for growth*

Throughout his 20 years in the real estate industry, President and CEO Deepak Sulakhe has developed over 7,000 units of multi-family housing, representing a total investment in excess of \$850 million in combined debt and equity financing. Prior to founding OM Housing, Mr. Sulakhe was a key principal on multiple complex and high profile residential development projects that resulted in the production of thousands of high quality affordable housing units.

Mr. Sulakhe's strong reputation enables him to partner with top consultants in architecture, engineering, finance, construction and property management. As a leader in the housing industry, he frequently participates on panels as a housing expert. He holds a Bachelor's Degree in Architecture, a Master's Degree in Urban Design and a Master's Degree in Real Estate Development/Finance. In addition, he is a member of the Urban Land Institute, the National Association of Home Builders and the Texas Real Estate Commission.

“The \$12.9 million renovation of Britain Way Apartments in Irving transformed 17 outdated, asbestos-ridding buildings into a LEED-Gold certified urban family oasis.”

—Dallas Business Journal, Best Real Estate Deals



PROVEN COMMITMENT *to quality and community*

Founded in 2005 by Deepak Sulakhe, OM Housing is an award-winning, full service real estate firm that develops, owns and operates high quality, eco-friendly multi-family residential communities throughout Texas and the Southwest. Committed to a long-term community building and investment strategy, OM Housing emphasizes green building initiatives to enhance energy and water efficiency, provide healthier living conditions, reduce environmental impact and increase structural integrity.

“OM Housing’s Britain Way Apartments is the most comprehensive rehab project in Irving and very deserving of the Commercial Project of the Year Award received. Britain Way has been instrumental in setting the standards for all future rehabs in Irving. Britain Way energized the local economy”.

—Don Williams, Irving-Las Colinas Chamber of Commerce.





AWARD-WINNING *portfolio*

- BOSTON HEIGHTS APARTMENTS – 144-unit LEED Gold Certified project located in Benbrook, Texas.
- PARC EAST APARTMENTS – 209-unit LEED Gold Certified project located in Mesquite, Texas.
- BRITAIN WAY APARTMENTS – 168-unit LEED Gold Certified project located in Irving, Texas.

OM Housing's projects have received significant recognition from local elected officials, business organizations, and media, including the following:

- The Dallas Business Journal's award for "Best Suburban Multifamily Project of the Year"
- The Irving-Las Colinas Chamber of Commerce's award for "Best Commercial Project of the Year"
- Projects featured on local news affiliates NBC, CBS, and at New York City's Times Square

"Britain Way is raising the value of residential areas surrounding the project. We're seeing a re-development of commercial property that was there, too. It's lifted the outlook of the whole area." "Britain Way really changed the look of Irving,"

—Don Williams, Irving-Las Colinas Chamber of Commerce.





OM HOUSING

o: 214-432-7610 | f: 214-594-9753
info@omhousing.com | omhousing.com

Nominated for the 2013 Dallas Business Journal Finalist for:

Best Green Building of the Year
Best Rehab/Reuse Building of the Year
Best Suburban Multifamily of the Year
Best Commercial Project of the Year - Irving

Winner of:

Best Suburban Multifamily of the Year Winner
Best Commercial Project of the Year Winner

TV news Featured in:

CBS 11 - Britain Way was the spotlight for setting an example on reduced crime levels in Irving.
<http://dfw.cbslocal.com/2013/02/13/irving-crime-rate-drops-to-record-low/>

NBC 5 - Britain Way was the feature for being the first LEED Gold Certified Project in Irving.
<http://www.nbcdfw.com/news/local/Affordable-Housing-Complex-Gets-Multimillion-Dollar-Makeover-187941091/html>

ICTN - City of Irving's release on BWA: <http://youtu.be/8CzFY19h3m0>

ICTN Community One: <http://www.youtube.com/watch?v=u2DJl9QIvMk>

Letters of Recognition from:

State of Texas
State Rep Linda Harper Brown
County Commissioner Dr. Elba Garcia
City Council of City of Irving
The Greater Irving Las Colinas Chamber of Commerce
City Staff at City of Irving
Hispanic Chamber of Commerce

Very first project in Irving to be recognized as **“Gold Certified Community - One”**

GREEN DEAL, REHAB/REUSE DEAL, SUBURBAN MULTIFAMILY BRITAIN WAY APARTMENTS



Dallas Business Journal BEST REAL ESTATE DEALS

KEY PLAYERS

Deepak Sulakhe, OM Housing,
Sun Construction Co.

John Owens, BGO Architects

Michelle Woodruff,
Fore Property Co.

Don Williams, Greater Irving-
Las Colinas Chamber of Commerce

Al Silva, Marcus & Millichap

Willard Hammond

Shannon Fore, SMW Designs

Jonathan Fore and Lori McGreal,
Fore Property Co.

Janna Cormier, PNC Real Estate

Jefferey Rogers, Dougherty
Mortgage

Cynthia Bast, Locke Lord LLP

Dick Arthur, Enviro Design

Texas Department of Housing
and Community Affairs

U.S. Department of Housing and
Urban Development

City of Irving Elected Officials
and Staff

SPONSORED BY



BEST REAL ESTATE DEALS

SUBURBAN MULTIFAMILY



SUBMITTED ART

BRITAIN WAY APARTMENTS

BY EMILY BABICH | STAFF WRITER

WINNER

The \$21.9 million renovation of Britain Way Apartments at 333 Lane St. in Irving transformed 17 outdated, asbestos-ridden buildings into a LEED-Gold certified, suburban family oasis.

Britain Way's developer, Deepak Sulakhe, president and CEO of OM Housing, says the complex, which is right off of Highway 183 near the Heritage District, was in shambles when he bought it for \$4.2 million in

December 2011.

"It had old mansard roofs; the kitchens were small and dark, and the bathrooms were outdated," Sulakhe said. "There was no perimeter fencing, and the leasing agent was operating out of an apartment unit."

But when Sulakhe looked at the 50-year-old complex, he saw

potential for affordable family housing.

"(Sulakhe) came to us with his idea several years ago," said Don Williams, director of business retention and expansion at the Greater Irving-Las Colinas Chamber of Commerce. "We helped him attain permits, support letters — all the credits that he needed."

The complex opened last year. Britain Way Apartments stretches across 9.8 acres with a swimming pool, community

center, learning center, social lounge and 168 units — all of which are occupied.

"(The complex) really changed the look of Irving," Williams said.

Sulakhe's vision of family-oriented housing is evident throughout the complex. The complex's community center includes a computer center, televisions and long breakfast tables where children living at Britain Way can do their homework.

"We implemented an after-school program (with the local

YMCA) in the community room every day between 3:30 and 5:30 (p.m.) — that is when kids can get into trouble because they are without parental supervision," Sulakhe said.

Sulakhe worked with a former principal from the Dallas Independent School District to make sure the complex is not only a safe place for children but a catalyst for learning and healthy growth. The principal now serves as the social services director at the complex.

"(The director's) office is in the clubhouse. We want to make sure the kids are safe, but also that DISD is getting good kids," Sulakhe said.

Sulakhe installed perimeter fencing and substantial lighting in all areas of the complex to promote safety.

The Britain Way complex isn't just family-friendly, it's environmentally friendly, too.

"All the appliances within the community are Energy Star-rated appliances," Sulakhe said. "We replaced all the doors and windows, and made sure to use eco-friendly and healthy materials when we installed the carpeting and flooring."

That awareness of the environment has been shared with residents. Every new Britain Way resident is required to go through a training program on eco-friendly living, says Sulakhe.

According to Williams, the new complex has boosted surrounding economic growth.

"(The complex) is raising the value of residential areas surrounding the project," Williams said. "We're seeing a re-development of commercial property that was there, too. It's lifted the outlook of the whole area."

KEY PLAYERS: Deepak Sulakhe, OM Housing and Sun Construction Co.; John Owens, BGO Architects; Michelle Woodruff, Jonathan Fore and Lori McGreal, Fore Property Co.; Don Williams, Greater Irving-Las Colinas Chamber of Commerce; Al Silva, Marcus & Millichap; Willard Hammond; Shannon Fore, SMW Designs; Janna Cormier, PNC Real Estate; Jefferey Rogers, Dougherty Mortgage; Cynthia Bast, Locke Lord LLP; Dick Arthur, Enviro Design; Texas Department of Housing and Community Affairs; U.S. Department of Housing and Urban Development; City of Irving elected officials and staff

FINALIST BRITAIN WAY APARTMENTS



SUBMITTED ART

Transforming a rundown Irving apartment complex into affordable housing isn't the most glamorous thing, but that's exactly what Deepak Sulakhe of OM Housing did.

Britain Way Apartments at 333 Lane Street was built in 1962, but after a \$21.9 renovation, the community is LEED-Gold certified.

Britain Way was 17 buildings with asbestos and termites. After cleaning up the property, OM Housing installed energy star appliances, high-efficiency water heaters, effective insulation, irrigation systems and improved drainage.

The 168-apartment community also includes a community center, pool, learning center and after-school program with the local YMCA.

REHAB/REUSE DEAL

KEY PLAYERS: Deepak Sulakhe, OM Housing and Sun Construction Co.; John Owens, BGO Architects; Michelle Woodruff, Jonathan Fore and Lori McGreal, Fore Property Co.; Don Williams, Greater Irving-Las Colinas Chamber of Commerce; Al Silva, Marcus & Millichap; Willard Hammond; Shannon Fore, SMW Designs; Janna Cormier, PNC Real Estate; Jefferey Rogers, Dougherty Mortgage; Cynthia Bast, Locke Lord LLP; Dick Arthur, Enviro Design; Texas Department of Housing and Community Affairs; U.S. Department of Housing and Urban Development; City of Irving elected officials and staff

FINALIST BRITAIN WAY APARTMENTS



The \$21.9 million renovation of the Britain Way Apartments in Irving turned a rundown complex into a LEED-Gold certified community.

Developer Deepak Sulakhe turned the 50-year-old development into affordable housing, installing energy star appliances, high-efficiency water heaters, effective insulation, irrigation systems and improved drainage.

The 168-apartment community also includes a community center, pool, learning center and after-school program with the local YMCA.

The project is said to be the only LEED-Gold certified affordable housing project in the City of Irving.

GREEN DEAL

KEY PLAYERS: Deepak Sulakhe, OM Housing and Sun Construction Co.; John Owens, BGO Architects; Michelle Woodruff, Jonathan Fore and Lori McGreal, Fore Property Co.; Don Williams, Greater Irving-Las Colinas Chamber of Commerce; Al Silva, Marcus & Millichap; Willard Hammond; Shannon Fore, SMW Designs; Janna Cormier, PNC Real Estate; Jefferey Rogers, Dougherty Mortgage; Cynthia Bast, Locke Lord LLP; Dick Arthur, Enviro Design; Texas Department of Housing and Community Affairs; U.S. Department of Housing and Urban Development; City of Irving elected officials and staff



Time Square
NYC, NYC
(Britain
Way
Apartments)

In Special Recognition

To

Deepak Sulakhe

For your investment in the remodeling of the
Britain Way Apartments and your personal commitment
in providing safe and affordable housing for Irving citizens.

On Behalf of the Irving City Council
and Irving Citizens We Thank You.

Presented this 22nd day of January, 2013.

A handwritten signature in blue ink, appearing to read "Beth Van Duyne", is written over a horizontal line.

Beth Van Duyne, Mayor



Our culture focuses on collaboration, open communication and respect for our employees and clients. The experienced and diverse team at OM Housing continually collaborate and communicate to yield success.

Deepak Sulakhe, *President and CEO*

Over the last 20 years, Deepak Sulakhe has developed more than 7,300 units of multifamily housing totaling over \$900 million in combined debt and equity financing. He founded OM Housing in 2005. His strong reputation enables him to partner with top consultants in architecture, engineering, finance, construction and property management. As a leader in the housing industry, he frequently participates on panels as a housing expert.

His past experience includes titles such as Regional Partner/COO, Senior Vice President of Development and Development Director with national fully integrated apartment development firms. Throughout his career, Deepak has been successful in bringing in new business, expanding business relationships, streamlining development practices and orchestrating the development-construction-management continuum.

With his unique set of skills that cover architecture and finance, he is not only able to enhance the physical aesthetics and value engineering of projects but also match that expertise on the financial structuring of projects. This unique multifaceted experience enhances value in providing well-structured, eco-friendly, high-quality affordable housing. His skill sets are reflected in all the prestigious awards and recognitions his projects have received. Deepak has a bachelor's degree in Architecture, a master's degree in Urban Design, and a master's degree in Real Estate Development/Finance. He is a member of the Urban Land Institute, the National Association of Home Builders and the Texas Real Estate Commission.

Jason Lain, *Director of Acquisitions*

Jason Lain has worked with OM Housing in various capacities for close to a decade. He has 20 years of experience in residential development, brokerage and construction. With graduate degrees in Business Administration, Divinity and Clinical Psychology, he brings quite a diverse background to OM Housing. Jason is responsible for sourcing acquisition opportunities and hopes to deliver developments in strategic locations to not only improve communities but more importantly the lives of residents and neighbors.

Jeannie Brasic, *Director of Operations*

Jeannie Brasic leads the company's day to day operations, with responsibility for various aspects of the business. Before joining OM Housing in June of this year, Jeannie served as a corporate paralegal for Pinnacle Property Management where she was instrumental in handling a portfolio of 300+ organizational entities, a team of seven national Real Estate Broker's as well as overseeing the renter's insurance and local jurisdictional business licensing.

Jeannie's accomplishments also include playing a very integral role in establishing the company's document control processes and procedures policy. Further, Jeannie's contribution to asset and portfolio management includes the implementation of cost saving measures, maintaining borrower and tax credit compliance, financial audit, federal and franchise tax preparation as well as liaison to Trustee, Lenders, Housing Authorities, Non-profits and General Partnerships.

Her past experience includes titles such as Office Manager, Project Coordinator, Custodian of Records, Corporate Entity & Portfolio Specialist. Jeannie brings 18 years of industry experience including development finance, asset and portfolio management as well as corporate legal knowledge to OM Housing.

Jeannie holds a Paralegal certificate from the University of North Texas.

Preethi D. Sulakhe, *Co-General Partner*

Preethi Sulakhe, collaborating alongside her husband Deepak advanced OM Housing as an industry leader in Development, since the company's inception in 2005. Preethi continues to organize day-to-day operations at OM Housing as well as work special projects. Preethi has also served as co-general partner on several affordable housing projects throughout Texas since 2007.

Preethi holds a Diploma in Electronics and Telecommunications Engineering.



PROFESSIONAL QUALIFICATIONS STATEMENT

STATEMENT OF PURPOSE AND PHILOSOPHY

Alpha Barnes Real Estate Services, LLC. is a full-service, third-party management firm presently managing approximately **30,000 multi-family units**. Founded in 2000, Alpha Barnes maintains 6 offices across 3 states and 850 staff members in the field of property management, and our portfolio extends to over 85 cities. The size of our portfolio ranks us as one of the largest third-party management firms.

“We’re all about the residents, because home matters”

Home is one of the most important places for everyone. For this reason, we, at Alpha Barnes, are meticulous in every aspect of our responsibility. Our Team aims is to provide the best home for every person who chooses to live at one of the many Alpha Barnes communities. We understand the faith our residents place in us, as well as, the fiduciary responsibility our clients place in us, these factors are the basis of our management. We provide personalized services to each Client, Resident and Property. The Alpha Barnes Teams focus on surpassing expectations; we understand the goals of ownership. The reputation of Alpha Barnes is based on trust, integrity and commitment.

ABRES is an **Accredited Management Organization® (AMO®)**. This AMO® designation insures that ABRES has met the ongoing requirements of The Institute of Real Estate Management. These requirements include increased levels of fidelity and liability coverage, proven financial stability and continuing education for the Executive Property Managers. Less than 600 firms across the United States and Canada have achieved and maintained this prestigious designation and it is further evidence of ABRES’s commitment to excellence.

AREAS OF EXPERTISE

The primary business of **Alpha Barnes Real Estate Services** is the management of residential, rental real estate for private owners, non-profit entities, financial institutions and government agencies. In this role, **Alpha Barnes Real Estate Services** provides comprehensive management services that cover all phases of property operations including management, leasing maintenance, financial management and owner and government compliance and reporting. Presently, the firm manages properties in all areas of Texas and throughout the states of Oklahoma and South Carolina and operates from its main office in Dallas with regional offices in San Antonio, Houston and Austin, as well as staff based in Texarkana and Corpus Christi.

In addition to its overall expertise in apartment management, **Alpha Barnes Real Estate Services** possesses a specific capability in the management and operation of affordable housing for families or for the elderly. This category of property includes the follows:

1. Low Income Housing Tax Credit (LIHTC)

Alpha Barnes Real Estate Services presently manages 170 properties which utilize the LIHTC. Compliance with LIHTC program requirements is controlled by direct supervisory and compliance staff review of all work and extensive training of all personnel. **Alpha Barnes Real Estate Services** takes special pride in its reputation as an expert in this program and works hard to maintain that reputation.

2. New Construction

Alpha Barnes's new construction lease-up experience is impressive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease-up for over **150+ properties**, totaling over **20,000 units across Texas**. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About **75% of our lease-ups have been completed in 9 months or less** and a full **51% have been completed in 6 months or less**.

3. Value Add Experience

Real estate assets require periodic improvements, repairs, or in some cases, a complete repositioning. ABRES understands this facet of investment ownership and has maintained a personnel base with the knowledge, expertise, and experience to assist our clients when such projects are contemplated. Coordinating the rehab process with the management of the property is essential, and ABRES has perfected our role in this process to ensure operational goals are either met or exceeded. We have a proven track record of successful repositioning that have continued to earn us praise from our clients, residents, and industry peers. In fact, in recent years ABRES managed properties have undergone comprehensive rehabs ranging from \$125,000 to over \$3 million.

4. HUD Financed Properties

Alpha Barnes Real Estate Services operates projects financed by the U.S. Department of Housing and Urban Development (HUD) under the Section 221 (d)(3) BMIR and 221 (d)(4) program, the Section 202 program, the Section 811 program and the Section 236 program. **Alpha Barnes Real Estate Services** is familiar with the reporting requirements of all housing related HUD programs as well as the management intricacies.

5. Properties with HUD Section 8

Alpha Barnes Real Estate Services is under contract to operate 14 entities that have projected-based Section 8 rent subsidies. In addition, **Alpha Barnes Real Estate Services** completes the paperwork for Section 8 projects for several other management companies on a contract basis. **Alpha Barnes Real Estate Services** has five Certified Occupancy Specialists' (COS) on staff.

6. Tax Exempt Bonds

Alpha Barnes Real Estate Services currently manages dozens of properties that utilized tax exempt bonds to assist in their financing and we are familiar with the restrictions imposed on leasing and the reporting requirements necessary to dovetail with the LIHTC program and to produce program compliance with both programs.

7. Non-Profit Groups and Public Agencies

As one of the primary aspects of this proposed management assignment is the ability to work with non-profit groups and public agencies, prior experience working with non-profits appears to be very important. Over its history, **Alpha Barnes Real Estate Services** has served to manage property for, consult for and to assist many non-profit groups. Current non-profit clients include:

Foundation Communities, Austin, Texas

Alamo Community Group, San Antonio,

Texas Merced Housing Texas, San Antonio, Texas

Texas Inter-Faith Housing, Houston, Texas

Operation Relief Center, Dallas, Texas

SUMMARY OF APARTMENT MANAGEMENT SERVICES

Alpha Barnes Real Estate Services strives to provide our multi-family clients with the best and most complete services available. A summary of these five major areas of service follows:

a. MANAGEMENT AND LEASING

- Advertise, market and lease units.
- Develop and enforce property rules and regulations.
- Recruit, hire, and train on-site managers and leasing agents.
- Provide daily operating procedures and training for on-site office.
- Establish and adjust rental rates and security deposit levels based on occupancy and regular competitive market analysis.
- Administer all personnel records for all on-site management and maintenance employees.



b. MAINTENANCE

- Provide for overall routine maintenance of the property including tenant requested maintenance and make ready preparation.
- Recruit, hire, and train all on-site maintenance and porter personnel.
- Completion of cost-effective and efficient contract bidding, negotiation and administration, including, but not limited to contracts for landscaping, pool maintenance, and non-routine improvements.
- Verifying insurance and bond coverage for all contractors providing services.
- Implementation of a preventative maintenance program.
- Completion of regular property inspections to review property appearance and condition as well as overall curb appeal.
- Identifying and bringing to the attention of the Owner serious non-routine maintenance needs along with proposed solutions.
- Provide 24 hour a day, seven day a week emergency telephone answering and maintenance services.
- Maintain records of all contracts, warranties and other items important to the verification of services performed on the property.

c. COMPLIANCE

- Train all staff in the importance and basic requirement of affordable housing compliance.
- Provide ongoing supervision and retraining of staff through initial lease up and re-certifications.
- Review every file prior to move-in for completeness and eligibility.
- Monitor and maintain the applicable fraction in mixed income properties.
- Prepare for and participate in all site reviews by owners, lenders, monitoring agencies or partners.
- Prepare and submit annual certifications as well as any other reports requested by the owners, lenders, monitoring agency or the partners.

d. FINANCE

- Receipt, recording and processing of all accounts payable.
- Billing, posting receipt and depositing of rents, security deposits, vending income, late fees, electric charges, and any other miscellaneous income.
- Pursuing collection of delinquent rents to the fullest possible extent, including periodic reports to the regional credit bureau and filing of lawsuits in small claims court.
- Maintaining all files and records necessary to insure a good record of financial activities.
- Monthly reconciliation of all accounts and bank statements.
- Provision of monthly and annual financial reporting including but not limited to Balance Sheets, Income and Expense Statements, complete detailed General Ledger, and Budget Variance Analyses.
- Provide assistance and cooperation in periodic auditing.
- Compilation and submission to the client of a recommended annual budget.
- Review and recommendation of all property insurance coverage, upon request of client.

e. COMMUNICATIONS

- Frequent verbal and written communication with client and participation in property-related meetings.
- Communication and coordination with lenders, real estate agents and appraisers, as instructed by the Owner.
- Planning and assistance in coordination of any property-related social functions relative to the overall marketing plan.
- Processing of information requests from outside parties (as authorized by client) and resolution of any problem or complaint originating from property resident.

GENERAL INFORMATION

Alpha Barnes Real Estate Services, LLC is a Texas Limited Liability Company, the members of which are Michael D. Clark, Hugh A. Cobb, Jeffrey A. Barnes and Stephen N. Barnes.

The federal tax identification number for Alpha Barnes Real Estate Services, LLC is 75-2868321.

Alpha Barnes employs over 850 staff members with 85⁺ operating on the corporate level from the main office in Dallas and the two remote offices in San Antonio and Austin.

Alpha Barnes Real Estate Services can be contacted through:

Hugh A. Cobb, Principal
12720 Hillcrest, #400
Dallas, Texas 75230
972-643-3200
hcobb@abres.com

"People do business with people, not companies. You must earn their respect and work hard every day to maintain what you have earned."

– Art Barnes, late founding Partner



History Runs Deep at Alpha Barnes

Since the mid 1970's, the principals of Alpha Barnes have been working in the real estate industry developing and managing multifamily properties. In 2000, The Barnes Companies and Alpha Management merged to form Alpha Barnes as we know it today. With a depth of experience across many markets and asset types, Alpha Barnes has become a leader in the affordable property (LIHTC, Section 8 and other) management. The company is the 8th largest manager of affordable properties in the country. Alpha Barnes is also aggressively pursuing opportunities to develop new multifamily communities. The company has developed 3 communities in the last three years across the DFW metroplex. In addition, due to our depth of experience, the company offers advisory services to clients in the real estate industry consulting on matters from underwriting new opportunities to maximizing the value of existing assets.

We believe that our drive to create 'Home' for each and every resident is what has given us success in the past and what will drive us forward. Our core values include integrity, intentionality, the desire for excellence, and of course, being people-focused. One of the founding principals of the company, Art Barnes, would always say, "People do business with people, not companies. You must earn their respect and work hard every day to maintain what you have earned." We are proud of the legacy and reputation our company has established, and we hope to continue to build upon its solid foundation every day.

"People do business with people, not companies. You must earn their respect and work hard every day to maintain what you have earned."

– Art Barnes



Michael D. Clark is a Partner and one of the Owners of Alpha Barnes Real Estate Services, LLC in Dallas, Texas. Together with Hugh Cobb, he leads property management operations and strategic development at the firm. Alpha Barnes Real Estate Services, LLC manages over 20,000 units of affordable and conventional housing and is recognized as an industry leader in property management and tax credit compliance. Alpha Barnes also develops multi-family properties in the Dallas/Fort Worth region.

Mr. Clark graduated from High Point University, in High Point, North Carolina in 1974. He entered the multi-family housing industry a short time later, serving at the Dallas Housing Authority from 1980-1984. Mr. Clark founded and owned M-DC Group and continued to serve as President in privately held management and ownership firms specializing in affordable housing compliance and management, new construction and asset growth. In 2000, M-DC Group, Inc. (known as Alpha Management) formed a partnership with The Barnes Company to

found Alpha Barnes Real Estate Services.

Mr. Clark has served in volunteer leadership roles throughout his career. He has continued current roles with the Board of Directors of Texas Inter-Faith Housing, Inc., of Houston, Texas. He is also a Past President of the Rural Rental Housing Association of Texas (RRHA), the Texas Affiliation of Affordable Housing Providers (TAAHP), as well as local Apartment Associations and the Texas Apartment Association (TAA). He is currently a Regional Vice President for the National Apartment Association (NAA).

Mr. Clark is a Housing Credit Certified Professional (HCCP).



Hugh A. Cobb is a Partner and one of the Owners of Alpha Barnes Real Estate Services, LLC in Dallas, Texas. He leads property management operations and strategic new business development at the firm. Alpha Barnes Real Estate Services, LLC manages over 20,000 units of affordable and conventional housing and is recognized as an industry leader in property management and tax credit compliance. Alpha Barnes also develops multi-family properties in the Dallas/Fort Worth region.

Hugh earned a Bachelor's of Business Administration (Dean's List) from Texas Wesleyan University in 1983. In 1984, Hugh was appointed by President Reagan, to serve as Congressional Liaison for The White House in Washington D.C. Prior to joining Alpha Barnes in January of 2017, Hugh held executive positions with Capstone Real Estate Services, The Trammell Crow Company and Integrity Properties. Mr. Cobb has over 30 years of real estate experience including management, brokerage, new construction, lending and investment. He

has supervised lease-ups for more than 28,000 new and renovated units over 17 years.

Hugh is Past President of the Apartment Association of Greater Dallas (AAGD) and serves on the Executive Committee of the Texas Apartment Association (TAA). On the federal level, Hugh lobbies on behalf of issues important to real estate investment, development and housing affordability. Hugh serves several nonprofit organizations, in Board and Advisory capacities.

Mr. Cobb is a Certified Property Manager® (CPM).



Jeffrey A. Barnes is a Partner and one of the Owners of Alpha Barnes Real Estate Services, LLC in Dallas, Texas. He leads all accounting, administrative, human resource and legal oversight functions at the firm. Alpha Barnes Real Estate Services, LLC manages over 20,000 units of affordable and conventional housing and is recognized as an industry leader in property management and tax credit compliance. Alpha Barnes also develops multi-family properties primarily in the Dallas/Fort Worth region.

Jeff earned a Bachelor of Science Degree in Business Administration in 1982 from Trinity University in San Antonio. That same year he joined a commercial brokerage firm in Dallas, where he was directly involved in the sale of over \$50 million of raw land and income producing properties throughout Texas. In 1985 he joined Barnes Development, as Vice President, and assumed responsibility for development, acquisitions, management and sales. In 1989, he assisted in the formation of Dal Mac Barnes Co. and served as President for three years prior to forming the Barnes Company, forming Alpha Barnes Real Estate

Services in 2000.

He has been a member of the Greater Dallas Association of Realtors, The North Texas Commercial Association of Realtors and the Home and Apartment Builders Association of Metropolitan Dallas. Within the community, Jeff serves actively with the Park Cities YMCA, the American Heart Association, Salesmanship Club of Dallas, and is past President of the Highland Park ISD Board of Trustees. He also serves as a Deacon of Park Cities Baptist Church and has taught Sunday School for over 35 years.

Mr. Barnes is a licensed real estate broker in the State of Texas.



Stephen N. Barnes is a Partner and one of the Owners of Alpha Barnes Real Estate Services, LLC in Dallas, Texas. He heads the development and construction management division, as well as the risk management, finance and strategic structuring of acquisitions at the company. Alpha Barnes Real Estate Services, LLC manages over 20,000 units of affordable and conventional housing and is recognized as an industry leader in property management and tax credit compliance. Alpha Barnes also develops multi-family properties in the Dallas/Fort Worth region.

Stephen attended Trinity University where he received his B.S. in Business Administration in 1984. After several years serving in brokerage roles, Mr. Barnes began his development career with Barnes Real Estate Services. Over the ensuing 30 years, Stephen financed, developed and/or constructed multi-family assets in excess of a billion dollars. Stephen has been responsible for the development and/or finance of new-construction and acquisition/rehab of apartment communities as well as commercial land transactions totaling over 650 acres. In

1992, Mr. Barnes, along with his father, Art Barnes, assisted in the origination of the Texas Housing Opportunity Fund for LIHTC Partnerships.

Within the community, Mr. Barnes continues a lifelong role as a member of the Salesmanship Club of Dallas; a current Deacon and Teacher for Park Cities Baptist Church; the Chairman of the board for the Men of Nehemiah – a non-profit focused on the rehabilitation of formerly homeless men dealing with addiction in the city of Dallas; and the Chairman of the board for Operation Relief Center – a nonprofit housing provider for low income families in the state of Texas.

Mr. Barnes is a licensed real estate broker in the state of Texas.

Property	City	State	Zip	Units	Region	Description	LIHTC
87th Apartments	Odessa	TX	79765	181	West Texas	Family	Yes
Allegre Point	Austin	TX	78728	184	Central Texas	Family	Yes
Amber Stone	Beeville	TX	78102	54	South Texas	Family	Yes
Anson Park I	Abilene	TX	79603	64	West Texas	Family	Yes
Anson Park II Apartments	Abilene	TX	79603	80	West Texas	Family	Yes
Anson Park Seniors	Abilene	TX	79603	80	West Texas	Seniors	Yes
Arbor Oaks	Odessa	TX	79761	120	West Texas	Family	Yes
Arbor Terrace	Odessa	TX	79761	128	West Texas	Family	Yes
Aspire at Live Oak (new construction)	Live Oak	TX	78233	240	South Texas	Family	No
Auburn Square	Vidor	TX	77662	80	East Texas	Family	Yes
Avanti Bayside Apartments (new construction)	Corpus Christi	TX	78413	60	South Texas	Seniors	Yes
Avanti at Greenwood (new construction).	Corpus Christi	TX	78417	81	South Texas	Family	Yes
Avanti East	Edinburg	TX	78542	108	South Texas	Family	Yes
Avanti Emerald Point (new construction)	McAllen	TX	78501	71	South Texas	Family	Yes
Avanti Legacy Emerald Point (new construction)	McAllen	TX	78501	90	South Texas	Seniors	Yes
Avanti Legacy at Sienna Palms (new construction)	Weslaco TX	TX	78599	114	South Texas	Family	Yes
Avanti Legacy at South Bluff (new construction)	Corpus Christi	TX	78413	42	South Texas	Seniors	Yes
Avondale Farms Seniors	Haslet	TX	76052	121	North Texas	Seniors	Yes
Babcock North	San Antonio	TX	78249	138	South Texas	Family	No
Babcock North II	San Antonio	TX	78248	72	South Texas	Family	Yes
Bardin Apartments (new construction)	Arlington	TX	76018	112	North Texas	Family	Yes
Bayshore Towners	Pasadena	TX	77504	100	East Texas	Seniors	Yes
Beacon Bay Townhomes	Port Isabel	TX	78578	76	South Texas	Family	Yes
Big Bass Resort Apartments	Jacinto City	TX	77029	200	Upper Gulf Coast	Seniors	Yes
Bishop Courts	Bishop	TX	78343	60	South Texas	Family	Yes
Blue Water Garden	Hereford	TX	79045	132	Panhandle	Family	Yes
Bonham, Country Village of	Bonham	TX	75418	104	North Texas	Family	No
Bonham, Country Village of - MHP (Mobile Home Park)	Bonham	TX	75418	79	North Texas	Family	No
Briarbend	Beaumont	TX	77708	40	East Texas	Family	Yes
Bridge at Granada (New Construction)	Austin	TX	78753	258	Central Texas	Family	Yes
Broadstone Apartments	Tyler	TX	75701	100	East Texas	Family	No
Buena Vida Senior Village	Corpus Christi	TX	78405	100	South Texas	Seniors	Yes
Butler Brothers Building	Dallas	TX	75201	234	North Texas	Family	No
Calcasieu Apartments	San Antonio	TX	78205	64	South Texas	Family	Yes
Carolina Chase Apartments	Dallas	TX	75240	166	North Texas	Family	No
Casitas De Merced	Somerset	TX	78069	28	South Texas	Seniors	Yes
Castleridge	San Antonio	TX	78227	144	South Texas	Family	No
Catalon	Houston	TX	77084	142	Upper Gulf Coast	Family	Yes
Catalon at Paseo de la Resaca (New Construction)	Brownsville	TX	78526	128	South Texas	Seniors	Yes
Cayetano Villas of LaVernia	La Vernia	TX	78121	48	South Texas	Family	Yes
Cedar Park	Cedar Park	TX	78613	226	Central Texas	Family	Yes
Cedarwood	Huntsville	TX	77340	68	Upper Gulf Coast	Family	Yes
Cimarron Springs	Cleburne	TX	76031	156	North Texas	Family	Yes
Cliff View Village I	Dallas	TX	75241	28	North Texas	Seniors	No
Cliff View Village II	Dallas	TX	75241	28	North Texas	Seniors	No
Cliff View Village III	Dallas	TX	75241	28	North Texas	Seniors	No
Cobblestone Village	Cleburne	TX	76033	144	North Texas	Family	Yes
Country Lane Seniors - McKinney	McKinney	TX	7509	230	North Texas	Seniors	Yes
Country Lane Seniors - Temple	Temple	TX	76504	102	Central Texas	Seniors	Yes
Country Lane Seniors - Waxahachie	Waxahachie	TX	75165	102	North Texas	Seniors	Yes
Creekside Village	Edmond	OK	73003	84	OK/AR	Seniors	Yes
Crest at Illinois Apartments (new construction)	Dallas	TX	75211	264	North Texas	Family	No
Crestshire Village	Dallas	TX	75227	74	North Texas	Family	Yes
Cypress Cove	San Antonio	TX	78238	136	South Texas	Family	No
District at Midtown (new construction)	Tyler	TX	75702	36	East Texas	Family	No
Eddison Lofts (new construction)	Houston	TX	77489	126	Upper Gulf Coast	Family	Yes
Eddison, The (FKA Canyons at 45)	Amarillo	TX	79109	328	Panhandle	Family	Yes
Edgewood Manor	Dallas	TX	75215	30	North Texas	Family	Yes
Edinburg Village	Edinburg	TX	78539	100	South Texas	Family	Yes
El Campo	El Campo	TX	77437	80	South Texas	Family	Yes
Elder Street Artist Lofts	Houston	TX	77007	34	Upper Gulf Coast	Family	Yes
Eleanor Place	San Antonio	TX	78209	9	South Texas	Family	No
Elmhurst Place	San Antonio	TX	78209	23	South Texas	Family	No
Enclave at Buckhorn Crossing	San Antonio	TX	78240	240	South Texas	Family	No
Enclave at Mira Lagos I	Grand Prairie	TX	75054	199	North Texas	Family	No

Property	City	State	Zip	Units	Region	Description	LIHTC
Enclave at Mira Lagos II	Grand Prairie	TX	75054	112	North Texas	Family	No
Enclave at Parkview	Fort Worth	TX	76179	144	North Texas	Family	Yes
Enclave on Pioneer (fka The Oaks)	Balch Springs	TX	75180	147	North Texas	Family	No
Encore at Buckingham	Richardson	TX	75081	242	North Texas	Seniors	No
Estates at Shiloh	Dallas	TX	75228	40	North Texas	Seniors	Yes
Fifty Oaks	Rockport	TX	78382	50	South Texas	Family	Yes
Fish Pond at Cuero	Cuero	TX	77954	48	South Texas	Seniors	Yes
Fish Pond at Portland	Portland	TX	78374	60	South Texas	Seniors	Yes
Flats at Shadow Glen	Manor	TX	78653	248	North Texas	Family	No
Forest Park Apartments	Austin	TX	78753	228	Central Texas	Family	Yes
Frankford Station Lofts (new construction)	Carrollton	TX	75007	204	North Texas	Family	No
Garland Estates	Garland	TX	75042	40	North Texas	Seniors	No
Glades of Gregory	Gregory	TX	78359	72	South Texas	Family	Yes
Glades of Gregory II (new construction)	Portland	TX	78374	144	South Texas	Family	Yes
Golden Acres Retirement Center	Paris	TX	75460	50	East Texas	Seniors	No
Gran Cielo	Rio Grande City	TX	78582	80	South Texas	Family	Yes
Grand Reserve Seniors, The - McKinney	McKinney	TX	75069	180	North Texas	Seniors	Yes
Grand Reserve Seniors, The - Temple	Temple	TX	46504	102	Central Texas	Seniors	Yes
Grand Reserve Seniors, The - Waxahachie	Waxahachie	TX	75165	80	North Texas	Seniors	Yes
Grand Texas Seniors, The - McKinney	McKinney	TX	75069	100	North Texas	Seniors	Yes
Green Briar Village I	Wichita Falls	TX	76305	76	North Texas	Family	Yes
Greenbriar Village II	Wichita Falls	TX	76305	36	North Texas	Family	Yes
Greens on Turtle Creek, The	Port Arthur	TX	77642	84	East Texas	Seniors	Yes
Guadalupe Villas Seniors (new construction)	Lubbock	TX	79401	128	West Texas	Seniors	Yes
Gulfway Manor	Corpus Christi	TX	78412	151	South Texas	Family	Yes
Hacienda Del Sol	Dallas	TX	75217	55	North Texas	Family	Yes
Hacienda San Miguel (new construction)	Donna	TX	78537	140	South Texas	Family	No
Hampton Villages	Pampa	TX	79065	76	Panhandle	Family	Yes
Heritage Estates at Huntsville (new construction)	Huntsville	TX	77320	48	Upper Gulf Coast	Seniors	Yes
Heritage Estates at Owen Tech (new construction)	Austin	TX	78728	174	Central Texas	Seniors	Yes
Highland Villas	Bryan	TX	77802	180	Central Texas	Seniors	Yes
Hillandale Apartments	Columbia	SC	29203	200	South Carolina	Family	Yes
Hills at Leander (new construction)	Leander	TX	78641	228	Central Texas	Seniors	Yes
Homes of Mountain Creek, The	Grand Prairie	TX	75051	200	North Texas	Family	Yes
Hunter's Glen	San Antonio	TX	78211	144	South Texas	Family	Yes
Huntington at Missouri City	Missouri City	TX	77459	120	Upper Gulf Coast	Seniors	Yes
Huntington at Paseo de la Resaca (New Construction)	Brownsville	TX	78526	132	South Texas	Seniors	Yes
Huntington at Sienna Plantation	Missouri City	TX	77459	132	Upper Gulf Coast	Seniors	Yes
Huntington at Sienna Ranch	Missouri City	TX	77459	149	Upper Gulf Coast	Seniors	Yes
Huntington Beaumont (fka Gardens at Sienna)	Beaumont	TX	77708	120	East Texas	Seniors	Yes
Huntington Chimney Rock (new construction)	Houston	TX	77053	100	Upper Gulf Coast	Family	Yes
Huntington College Station (new construction)	College Station	TX	77845	120	Central Texas	Seniors	Yes
Huntington Kemah (new construction)	Kemah	TX	77565	148	Upper Gulf Coast	Family	Yes
Huntington Lake Jackson (fka Jackson Village)	Lake Jackson	TX	77566	96	South Texas	Seniors	Yes
Huntington Seniors at Buda (The)	Buda	TX	78610	120	Central Texas	Seniors	Yes
Iris Place	Dallas	TX	75240	18	North Texas	Family	No
Jeffrey Square Apartments	Dallas	TX	75208	20	North Texas	Family	No
Kensington Place	Houston	TX	77034	216	Upper Gulf Coast	Family	Yes
Kings Court	San Antonio	TX	78212	32	South Texas	Seniors	No
La Villita Phase I	Brownsville	TX	78521	128	South Texas	Family	Yes
La Villita Phase II	Brownsville	TX	78521	80	South Texas	Family	Yes
Lake Jackson Manor	Lake Jackson	TX	77566	100	South Texas	Seniors	Yes
Lakeline Apartments	Leander	TX	78641	264	Central Texas	Family	No
Lake Park Duplexes	Tyler	TX	75704	50	East Texas	Family	No
Lakeview Pointe (new construction)	Garland	TX	75043	112	North Texas	Family	Yes
Landing, The	Waco	TX	76705	160	Central Texas	Family	Yes
Lansborough Apartments	Houston	TX	77051	176	Upper Gulf Coast	Family	No
Las Misiones Apartments	Mission	TX	78527	118	South Texas	Family	No
LBJ Station	Dallas	TX	75243	249	North Texas	Family	No
Legacy Ranch @ Dessau East	Austin	TX	78753	232	Central Texas	Family	Yes
Limestone Ridge Apartments	Big Spring	TX	79720	76	West Texas	Family	Yes
Lindbergh Parc	Fort Worth	TX	76106	196	North Texas	Seniors	Yes
Live Oak Villas	George West	TX	78022	48	South Texas	Family	Yes
Lockhart Springs (new construction)	Lockhart	TX		48	Central Texas	Family	Yes
LULAC Village Park	Corpus Christi	TX	78416	152	South Texas	Family	Yes

Property	City	State	Zip	Units	Region	Description	LIHTC
Lyons Gardens	Austin	TX	78702	54	Central Texas	Seniors	No
Maeghan Pointe Apartments	Edcouch	TX	78538	80	South Texas	Family	Yes
Magnolia at Village Creek	Fort Worth	TX	76119	252	North Texas	Family	Yes
Magnolia Place Senior Apts	Houston	TX	77033	144	Upper Gulf Coast	Seniors	Yes
Majestic on McKinney (The)	Denton	TX	76209	217	North Texas	Family	No
Major Crossing Apartments	Beaumont	TX	75428	96	East Texas	Family	No
Mansions at Hastings Green	Houston	TX	77065	230	Upper Gulf Coast	Family	Yes
Mansions at Hastings Green Senior	Houston	TX	77065	252	Upper Gulf Coast	Seniors	Yes
Mansions at Moses Lake	Texas City	TX	77590	240	Upper Gulf Coast	Family	Yes
Mark at Denton (new construction)	Denton	TX	76207	316	North Texas	Family	No
Mark at Midlothian (new construction)	Midlothian	TX	76065	236	North Texas	Family	No
Mark at Weatherford (new construction)	Weatherford	TX		355	North Texas	Family	No
Mark on Conquest (new construction)	Waxahachie	TX	75165	140	North Texas	Family	No
Mark on Conquest Phase II (new construction)	Waxahachie	TX	75165	188	North Texas	Family	No
Mark on Solon	Waxahachie	TX	75165	112	North Texas	Family	No
Martha's Vineyard Place	Dallas	TX	75235	100	North Texas	Family	No
McMullen Square	San Antonio	TX	78228	100	South Texas	Family	Yes
Meadows at Bentley Drive, The	San Antonio	TX	78218	208	South Texas	Family	Yes
Mill Stone Apartments	Fort Worth	TX	76120	144	North Texas	Family	Yes
Mill Town Seniors	Silsbee	TX	77565	80	East Texas	Seniors	Yes
Miramonte (new construction)	Stafford	TX	77471	124	South Texas	Family	Yes
Miramonte Single Living (new construction)	Stafford	TX	77471	68	South Texas	Seniors	Yes
Moore Grocery Lofts	Tyler	TX	75702	88	East Texas	Family	Yes
Museum Reach Lofts (new construction)	San Antonio	TX	78215	94	South Texas	Family	Yes
Navigation Pointe	Corpus Christi	TX	78405	124	South Texas	Family	Yes
North Forest Trails	Houston	TX	77028	168	Upper Gulf Coast	Family	Yes
Oak Meadows Townhomes	Commerce	TX	75428	72	North Texas	Family	Yes
Orchards at Arlington Heights	Arlington	TX	76018	180	North Texas	Seniors	No
Orchards at Market Plaza	Plano	TX	75075	180	North Texas	Seniors	No
Palisades of Inwood	Houston	TX	77088	127	Upper Gulf Coast	Seniors	Yes
Parc East Apartments	Mesquite	TX	75150	209	North Texas	Family	Yes
Park Gardens North	Paris	TX	75462	100	East Texas	Family	No
Park Hill	San Marcos	TX	78666	168	Central Texas	Family	No
Park Village	Big Spring	TX	79720	76	West Texas	Family	Yes
Park, The	Corpus Christi	TX	78413	226	South Texas	Family	No
Parkstone Crossroads	Wichita Falls	TX	76301	112	North Texas	Family	Yes
Parkstone Senior Village I	Wichita Falls	TX	76310	140	North Texas	Seniors	Yes
Parkstone Senior Village II	Wichita Falls	TX	76310	64	North Texas	Seniors	Yes
Parkstone Senior Village III	Wichita Falls	TX	76310	40	North Texas	Seniors	No
Peter's Colony	Carrollton	TX	75007	160	North Texas	Family	No
Pioneer Crossing - Diboll (new construction)	Diboll	TX	75941	80	East Texas	Family	Yes
Pioneer Crossing Burkburnett Seniors	Burkburnett	TX	76354	80	North Texas	Seniors	Yes
Pioneer Crossing Henrietta	Henrietta	TX	76365	49	North Texas	Family	No
Pioneer Crossing Lufkin Family	Lufkin	TX	75904	80	East Texas	Family	Yes
Pioneer Crossing Lufkin Seniors	Lufkin	TX	75904	80	East Texas	Seniors	Yes
Pioneer Crossing Mineral Wells	Mineral Wells	TX	76067	80	North Texas	Family	Yes
Pioneer Crossing Sulphur Springs Seniors	Sulphur Springs	TX	75482	80	East Texas	Seniors	Yes
Pointe Apartments, The	Dallas	TX	75215	10	North Texas	Family	No
Post Oak - Edna, The	Edna	TX	77957	64	South Texas	Family	Yes
Primrose Village (new construction)	Weslaco	TX	78599	242	South Texas	Family	Yes
Red Oaks Townhomes	Waco	TX	76706	80	Central Texas	Family	No
Reserve at Towne Crossing, The	Longview	TX	75605	216	East Texas	Family	No
Reserves at Springdale	Austin	TX	78723	264	Central Texas	Family	Yes
Reserves at San Marcos (new construction)	San Marcos	TX	78666	379	Central Texas	Family	Yes
Residences on Stillhouse Road	Paris	TX	76460	76	East Texas	Family	Yes
River Pointe	San Angelo	TX	76903	204	West Texas	Family	Yes
Riverside Village	Rio Hondo	TX	78583	60	South Texas	Family	Yes
Riversquare	Corpus Christi	TX	78410	204	South Texas	Family	Yes
Riverwalk Apartments	College Station	TX	77840	128	Central Texas	Family	No
Riverwalk Townhomes	Stephenville	TX	76401	76	North Texas	Family	Yes
Rockhill (new construction)	McKinney	TX	75070	60	North Texas	Family	No
Rockwell Manor	Brownsville	TX	78521	126	South Texas	Family	Yes
Rosewood Senior Villas (new construction)	Tyler	TX	75707	92	East Texas	Seniors	Yes
Royal Gardens Mineral Wells	Mineral Wells	TX	76067	75	North Texas	Seniors	Yes
Royal Gardens Wichita Falls	Wichita Falls	TX	76310	49	North Texas	Seniors	Yes

ALPHA BARNES REAL ESTATE SERVICES, LLC
12720 HILLCREST RD, STE 400
DALLAS, TX 75230

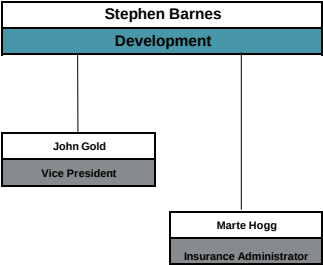
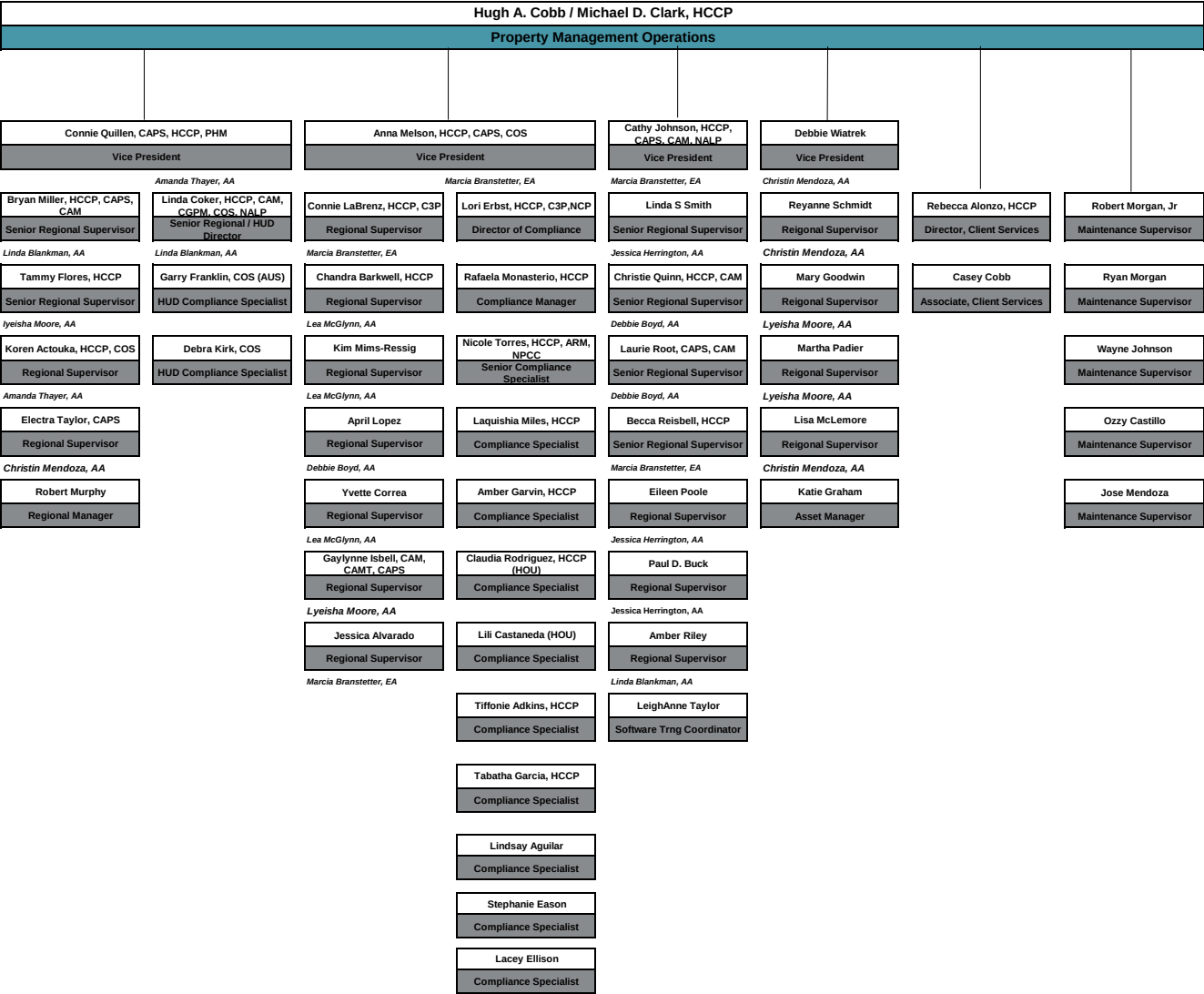
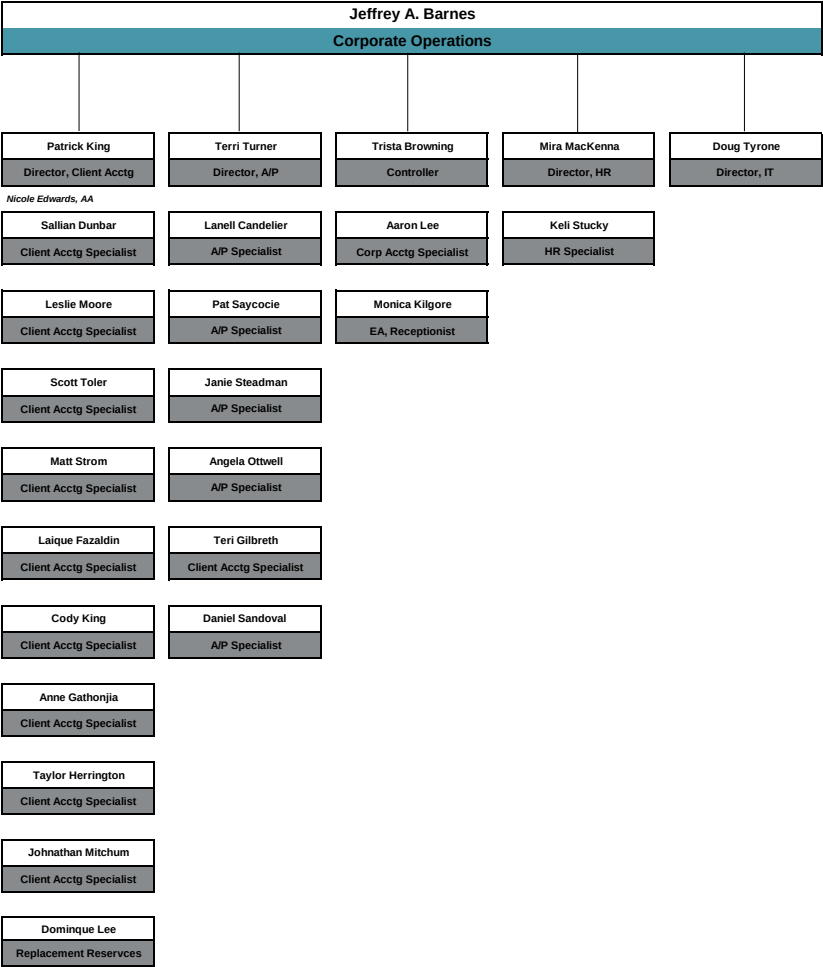


Property	City	State	Zip	Units	Region	Description	LIHTC
Saddle Creek	Kyle	TX	78640	104	Central Texas	Family	Yes
Sage Brush Village	Odessa	TX	79763	112	West Texas	Family	Yes
Santa Rita Senior Village	Midland	TX	79701	136	West Texas	Seniors	Yes
Sedona Springs Villas	Odessa	TX	79764	100	West Texas	Family	Yes
Shadow Brook	Arlington	TX	76013	403	North Texas	Family	Yes
Silver Springs Apartments	Austin	TX	78753	360	Central Texas	Family	Yes
Silver Spur Apartments (New construction opening J	Palmview	TX	78572	120	South Texas	Family	Yes
Sleepy Hollow	Arlington	TX	76013	128	North Texas	Family	Yes
Somerset Lofts (new construction)	Houston	TX	77008	120	Upper Gulf Coast	Family	No
Southwest Pines	Tyler	TX	75701	248	East Texas	Family	Yes
Springfield Manor	Kirby	TX	78219	130	South Texas	Family	Yes
St. George's Court	Austin	TX	78752	60	Central Texas	Seniors	Yes
Stablewood Farms	San Antonio	TX	78227	252	South Texas	Family	Yes
Sterling Springs Villas	Midland	TX	79706	120	West Texas	Family	Yes
Stone Hearst Apts	Beaumont	TX	77703	104	East Texas	Family	Yes
Stone Hearst Seniors	Beaumont	TX	77703	36	East Texas	Seniors	Yes
Stonebridge of Plainview	Plainview	TX	79072	80	West Texas	Family	Yes
Stream at High Pointe (The) (New construction)	Haltom City	TX	76137	286	North Texas	Family	No
Sundance Meadows Apartments	Brownsville	TX	78526	132	South Texas	Family	Yes
Sunflower	La Feria	TX	78559	80	South Texas	Family	Yes
Sunquest	Primera	TX	78552	128	South Texas	Family	Yes
Sunray Community	Richardson	TX	75081	50	North Texas	Seniors	Yes
Sunrise Terrace	La Feria	TX	78559	70	South Texas	Family	Yes
Sycamore Pointe Apts.	Fort Worth	TX	76134	168	North Texas	Family	Yes
Thompson Place	San Antonio	TX	78226	128	South Texas	Family	Yes
Timber Creek at Sienna Trails	Beaumont	TX	77708	36	East Texas	Family	Yes
Treepoint Meadows	Amarillo	TX	79109	432	Panhandle	Family	No
Trinity Loft	Dallas	TX	75207	101	North Texas	Family	No
Tuscany Court Townhomes	Hondo	TX	78861	76	South Texas	Family	Yes
Tuscany Park at Buda	Buda	TX	78610	176	Central Texas	Family	Yes
Twin Oaks	Mission	TX	78572	108	South Texas	Family	Yes
Urban Oaks	Austin	TX	78745	194	Central Texas	Family	Yes
Urban Villas	Austin	TX	67622	90	Central Texas	Family	No
Villages at Snyder	Snyder	TX	79550	80	West Texas	Family	Yes
Villages of Huntsville	Huntsville	TX	77320	76	Upper Gulf Coast	Family	Yes
Villages of Huntsville Senior	Huntsville	TX	77320	36	Upper Gulf Coast	Seniors	Yes
Villas at Boston Heights	Benbrook	TX	76116	144	North Texas	Family	Yes
Villas of Giddings	Giddings	TX	78942	36	Central Texas	Family	Yes
Villas on Calloway Creek	Hurst	TX	76053	135	North Texas	Seniors	Yes
Villas on Raiford	Carrollton	TX	75007	180	North Texas	Seniors	Yes
Villas on Robinette (new construction)	Kileen	TX	76549	104	Central Texas	Seniors	Yes
Vineyard on Lancaster	Ft Worth	TX	76102	104	North Texas	Family	Yes
Vista Bella	Vista Lago	TX	78745	72	North Texas	Family	Yes
Walnut Creek Apartments	Austin	TX	78723	98	Central Texas	Family	Yes
West Oaks Village	Houston	TX	77082	232	Upper Gulf Coast	Seniors	Yes
West Ridge Villas	McKinney	TX	75070	132	North Texas	Family	Yes
Western Hills	San Antonio	TX	78227	146	South Texas	Family	Yes
Westmount at Houston Street	San Antonio	TX	78220	200	South Texas	Family	Yes
Windsor Place	Laredo	TX	78045	176	South Texas	Family	No
Wood River	Corpus Christi	TX	78410	200	South Texas	Family	No
Woodland Ridge	San Antonio	TX	78240	152	South Texas	Family	Yes
Works at Pleasant Valley II, The	Austin	TX	78702	29	Central Texas	Family	Yes
Works at Pleasant Valley, The	Austin	TX	78702	45	Central Texas	Family	Yes
Wurzbach Manor	San Antonio	TX	78240	161	South Texas	Family	Yes
Zion Village	Houston	TX	77004	50	Upper Gulf Coast	Family	Yes

HUD Program/Financing

TOTAL UNITS	31,755
TOTAL PROPERTIES	250
LIHTC UNITS	22,169
LIHTC PROPERTIES	187
SENIOR UNITS	7,260
SENIOR PROPERTIES	68

HAP UNITS	1320
HAP PROPERTIES	15
811 UNITS	153
811 PROPERTIES	16
PRAC UNITS	361
PRAC PROPERTY	10

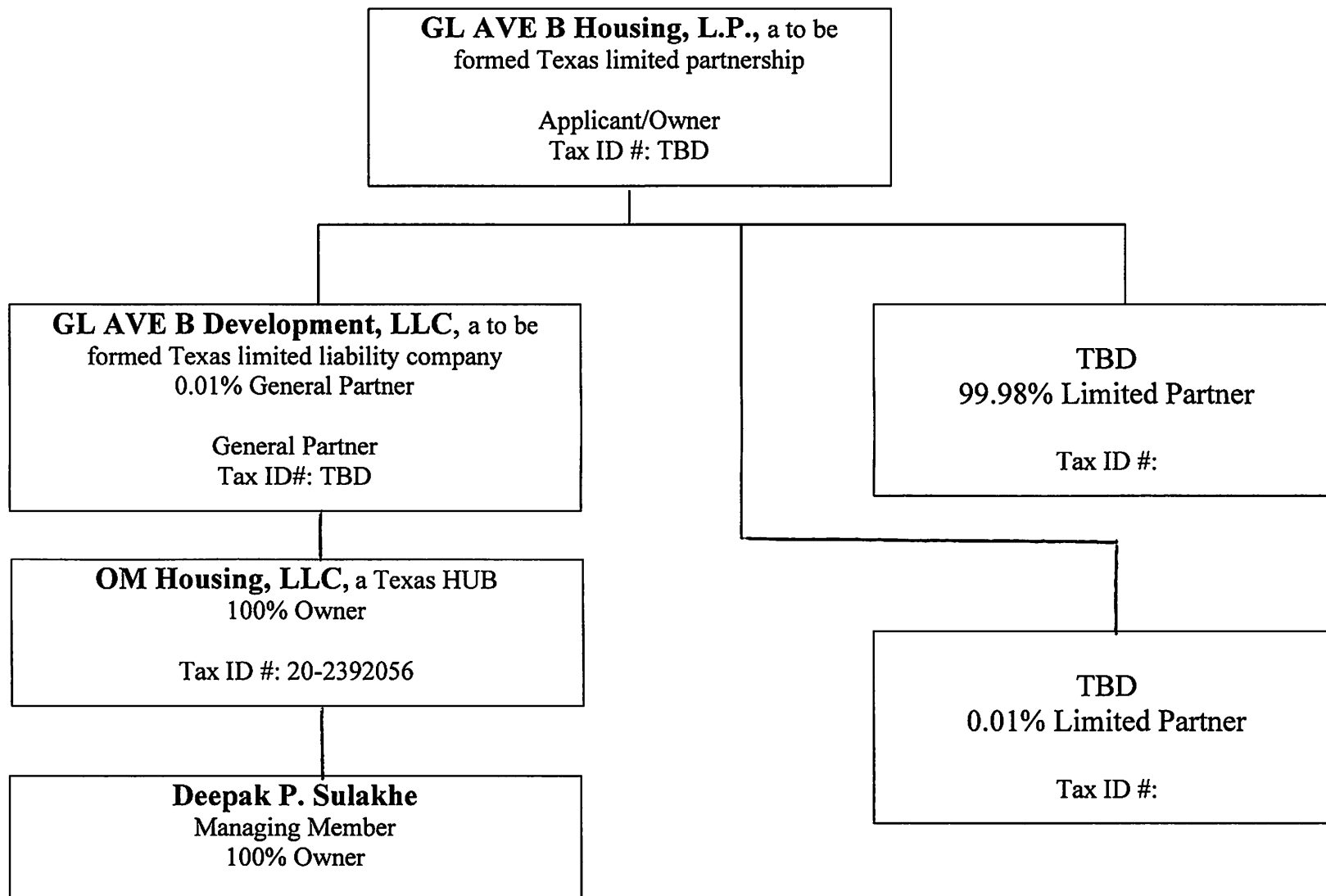


Ownership for ABRES II, LLC	
Michael D. Clark	25%
Hugh A. Cobb	25%
Jeffrey A. Barnes	25%
Stephen N. Barnes	25%

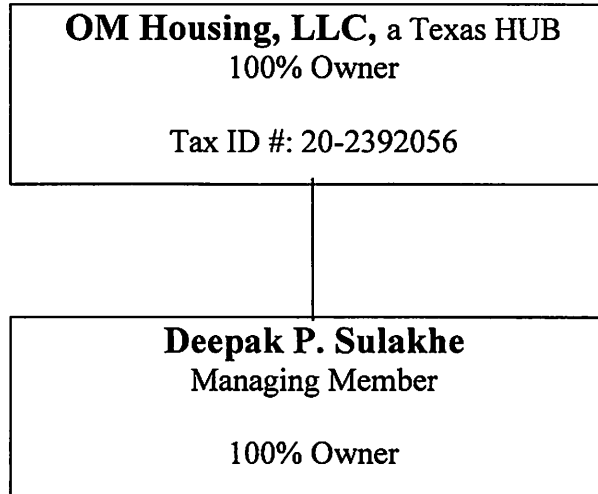


Ex 2 Organizational Chart

ORGANIZATIONAL CHART FOR THE APPLICANT/OWNER



ORGANIZATIONAL CHART FOR THE DEVELOPER



Ex 3 Project Description

Ef

1/15/2021

Avenue B Apartments

Proposed Apartment Homes:

Garland, TX



PROJECT MERITS

OM HOUSING

PHONE: (214) 432-7610

FAX: (214) 594-9753

WWW.OMHOUSING.COM

DSULAKHE@OMHOUSING.COM

Avenue B Apartments

Proposed Apartment Homes

INTRODUCTION TO TEAM

Experience Certificate Statement

OM Housing is an award winning, local developer with a well qualified local team that has extensive experience in developing in Garland and the DFW metroplex.

OWNER/DEVELOPER: (RESIDENTIAL)

OM Housing (see Exhibit 1 for Brochure / List of Awards)

- Development Team has a well-rounded background in terms of experience and education, made up of individuals with Graduate Degrees in Architecture, Business, Accounting, Marketing, Social Services, etc.
- Experienced team that develops Townhomes, Multifamily Apartments, Mixed Use Projects, Rehab Projects, etc., market rate and affordable.
- Developed over 7,500+ units, worth over \$950 million.
- Awards include:
 - o Dallas Business Journal
 - Best Green Building of the Year (Finalist)
 - Best Rehab/Re-Use Building of the Year (Finalist)
 - Best Suburban Multifamily Project of the Year (Winner)
 - o Best Commercial Project of the Year (Winner).
 - o Gold Certified Community – One.
- Letters of Recognition include:
 - o State of Texas
 - o Local State Representative / County Commissioner / City Council.
- Three recent projects, which are **LEED GOLD Certified** with FHA financing include:

- o Britain Way Apartments, Irving, Texas
 - 168 Apartment Homes.
 - www.britainwayapts.com
 - o Apple Grove Apartment Homes, Mesquite, Texas
 - 209 Apartment Homes.
 - www.parceastapts.com.
 - o Villas at Boston Heights, Benbrook, Texas (Under Construction)
 - 144 Apartment Homes.
 - www.bostonheightsapts.com
- Three new projects under construction which will be National Green Built Standard:
- o Lakeview Pointe Apartments, Garland, Texas
 - 132 Apartment Homes.
 - www.lakeviewpointeapts.com
 - o Hammack Creek Apartments, Kennedale, Texas
 - 112 Apartment Homes.
 - www.hammackcreekapts.com
 - o Bardin Apartments, Arlington, TX
 - 112 Apartment Homes.
 - www.bardinapts.com
- OMH Team has a combined over 40 years of experience working in the Metroplex.
- o Locally financed, developed, owned, constructed, managed and operated!
 - o Experienced, Award Winning Team based in DFW!
 - o Developer/Owner to be a long-term owner and **NOT** a 'Merchant Builder', so NO 'absentee ownership'.

Architect:

HEDK Architects

- Over 40 years in existence.
- Designed over 1,000,000 dwellings.

- Numerous Awards.

LEED/NGBS Consultant: TexEnergy Solutions

Management: Asset Living | Alpha-Barnes Real Estate Services

Construction: Sun Construction Company / Spring Valley Construction Company

Same TEAM that developed previous projects.

PROJECT DESCRIPTION

Current Land Use: Vacant land

Current Zoning: R-40 Single Family

Proposed Zoning: R-MF Multi-Family

Economic Development Approximately \$25 million investment will significantly enhance and contribute to local economic activity.

Project will create over 150 construction jobs

Development will create more than 12 permanent jobs, including Marketing/Leasing staff, Maintenance staff, Operations staff.

Development will require contracts with numerous local vendors required for operations.

Various fees to be paid to City.

Involve Garland Chamber of Commerce for construction bidding with local vendors.

High quality housing that is affordable for employees of local businesses and major employers. High quality affordable housing will attract future employers.

120 new households will spark commercial demand and satisfy dire need for affordable housing in the City of Garland.

PROPOSED PROJECT:

Proposal:

Proposal is for an acquisition of land and new construction to include **apartment homes** that will follow LEED Certified or National Green Building Standards. Partnerships will be formed with community-based organizations to provide a variety of social services that enrich the living experience of the residents.

7.44 acres to allow for approximately 120 homes.

\$26.50 Million investment in Garland will be insured by AAA rated bonds with negligible default rates of 0.50%.

Urban style community to conform with other communities in downtown Garland area.

Density will be approximately 16 approx. units / acre reducing the maximum allowed impact on the City infrastructure.

Parking will be behind the buildings allowing for a closer interaction of buildings with streetscape.

Will be a LEED Certified / National Green Building Standard Apartment Community in Garland that could set the standards for future developments.

Abundance of amenities along with well landscaped congregation spaces provided throughout the community will encourage instilling 'a sense of community' with the residents.

Project will not only comply with, but exceed City's architectural, energy, landscape and noise attenuation standards.

Highly Regulated Project: Regular visits made by lender and investor. Improved quality on design and finishes with the involvement of local community and City that will set a benchmark for curb appeal in existing / future development in the surrounding community.

Annual operations set aside adequate budget for long-term maintenance and upkeep.

Project will provide high quality housing. Flight to quality will encourage older properties to upgrade or rebuild. This process will eventually enhance curb appeal in sub-market.

Strategic partnerships to be formed with local civic organizations to provide resident lifestyle services that enhance quality of living.

Financing terms require Developer to be a long-term owner and not a 'Merchant Builder'.

Local Developer – will not have absentee ownership!

Award Winning Developer - high quality of product.

Product:

"Signature" project with high visual appeal.

Urban Style product:

- Interaction of buildings with streetscape.
- Parking behind buildings.
- Pedestrian friendly environment with walkable streets.
- LEED Certified / National Green Building Standards – Energy / Environmentally conscious
- Well landscaped congregation spaces to be provided throughout the community.
- Project will comply with City's architectural, landscape and building standards.
- Clubhouse to accommodate for an abundance of amenities such as fitness center, computer center, library center, etc. along with oversized swimming pool to allow for group activities and community enrichment.
- Approximately 120 units with a combination of bedroom types.
- Visually pleasing facades to include sloping roofs and masonry to enhance curb appeal.
- Abundance of community services to be provided that will improve quality of residents.
- Sparkling Swimming Pool with Outdoor Kitchen with Grills
- BBQ and Picnic seating areas along with extensive landscaping.
- Bicycle Racks.
- Spacious designer Clubhouse that accommodates an abundance of amenities such as fitness center, computer center, fun center, etc. along with oversized swimming pool to allow for group activities and community enrichment.

Cost:

\$137 / sf hard costs, **OR**, \$219,390 / unit in total cost.

AMENITIES:

Public:

- Designer Clubhouse with a combination of the following amenities:
 - Granite Countertops at all public areas.
 - Leasing Center.
 - Coffee Bar.
 - 24-hour Fitness Center.
 - Business and Computer Center with complimentary access to internet, print and fax services.
 - Full size community kitchen for potlucks, etc.
 - Community Center with A/V equipment.
 - Reading Center.
 - Vending machines.
 - Laundry Care Center and Maintenance Center.
- Large sparkling Swimming Pool with a gazebo.
- Outdoor kitchen with barbeque grilles along with picnic tables for congregation distributed throughout the site.
- Bicycle Racks distributed throughout the site.
- Perimeter fencing with controlled access gates.
- Free WIFI at all social areas.
- Play area.

Private:

- 9'-0" ceilings.
- GE Stainless appliances including microwaves, dishwashers, cooking range with oven, and garbage disposals.
- Energy Star rated appliances and windows.
- High efficiency lighting and fixtures.
- Ceiling fans in living area and bedrooms.
- Eco friendly construction materials.
- Combination of faux hardwood style flooring and wall to wall carpet.
- Spacious Kitchens with Kitchen Islands.
- Spacious walk-in closets.
- Built-in computer desks.
- Private balcony/patio.
- Stainless steel sinks.
- Contemporary/LED Lighting Package.
- Dark wood cabinets with designer hardware.
- Washer and dryer hookups.

GREEN INITIATIVES:

Significant to this proposal is the fact that this project will be implementing Green Initiative Programs such as LEED Certified and/or National Green Building Standards. Such Green Initiatives are being implemented solely by developer/owner's passion for conserving energy and resources.

Such programs will result in the preservation of trees, improved energy and water efficiency, and improved indoor quality. All these go a long way in the marketability and long-term value added to this project.

- LEED certified projects perform better than standard projects.
 - A previous development performed 18% better in energy and water efficiency.
 - All present energy code provisions will still be met.
- Requires practices that limit indoor/outdoor water waste
 - Flow rates on indoor fixtures are capped.
 - Reduction in irrigation and pesticide usage is achieved through the usage of native / regional plants for landscaping.
 - Cannot use invasive plants.
- Promotes healthy living
 - Non-toxic and alternative pest control methods.
 - Air filtration is superior and eliminates airborne contaminants that standard filtration does not.
- Required to implement durable construction practices.
 - No carpet in wet areas to reduce mold and promote healthy living.
 - Energy Star exhaust fans in bathroom and kitchen to reduce moisture and potential for mold.
- Environmentally friendly construction
 - Recycling of unused construction waste which limits what ends up in a landfill.
 - No use of tropical woods, and any wood use must be from a sustainable source
 - Superior efficiency in framing measures to reduce material used and impact on environment
- Benefits to community
 - Proximity to neighborhood amenities encourages community interaction and growth
 - Encourages increased walkability of an area by promoting cycling, walking, and use of existing outdoor community space

Project will exceed both NGBS 2015 and IECC 2015 performance level through the following measures:

- R-21 exterior wall insulation

- High efficiency heat pumps as part of the HVAC system
- 100% LED lighting
- Landscape irrigation water saving (xeriscape)
- Energy recovery ventilation system
- Low VOC materials
- Obtaining Local materials
- No wood cladding
- Pre-formed joist for floor and roof
- Pre-finished windows

NOTE: As identified in Owner/Developer profile, Applicant's previous projects have all been LEED Gold Certified.

Brief Financing Narrative

Project consists of a total of 120 homes with 1 bedroom-1 bath and 2 bedroom-2 bath, and 3 bedroom-3 bath

#	Bedroom	Bath	Area (sf)	# of Units	Proposed Avg Rents
1	One	1	671	35	\$948.54
2	Two	2	916	49	\$1,107.49
3	Three	3	1,130	36	\$1,134.17
				120	

See Exhibit 5 for financial proforma.

Proposed Financing:

A combination of debt from FHA 221(d)4 loan and equity from HTC proceeds:

	SOURCES	AMOUNT	PERCENTAGE
1	FHA Loan	\$12,000,000	46.00%
2	HTC Equity	\$13,723,628	52.00%
3	Def Dev Fee	\$603,113	2.00%
	TOTAL	\$26,326,741	100.00%

Construction-to-Permanent Loan

Applicant is anticipated to obtain an FHA 221(d)4 insured loan for construction-to-permanent financing through Dougherty Mortgage with the following terms:

1. Amount: \$12,000,000.00
2. Interest Rate: 4.0%
3. Mortgage Insurance Premium (MIP): 0.25% of outstanding principal balance.
4. Term: 24 months construction and 40 years permanent.
5. Construction Period: Interest Only.
6. Permanent Period: Expected to start on May 1, 2023.

Equity

Equity to be provided by a subsidiary of PNC Real Estate.
Anticipated Tax Credit Allocation: \$1,500,000.00
Net Syndication Proceeds: \$13,723,628.00 paid in installments

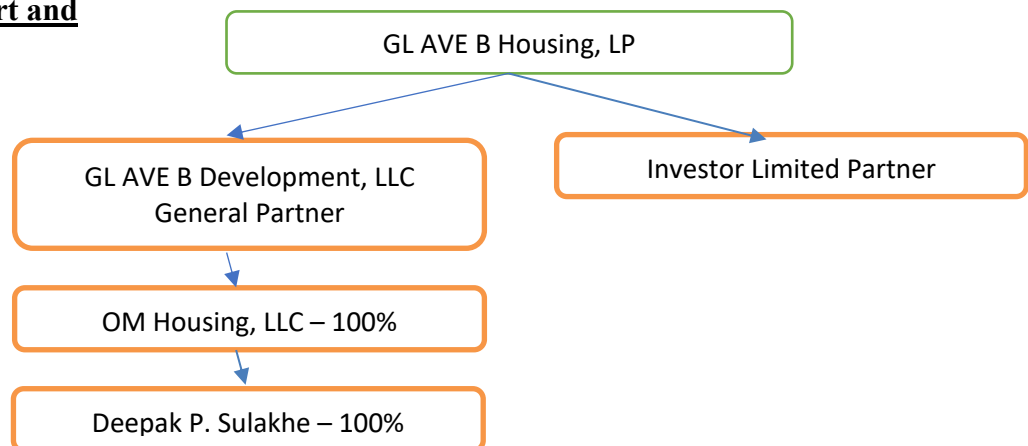
Deferred Developer Fee:

The above sources resulted in gap of \$603,113. These funds will be structured as a cash flow loan to the project, at the Applicable Federal Rate. This amount could be paid back from cash flow within the first fifteen years of the project.

Ratio of Market Rate Units to non-Market Rate

Project will be comprised of 120 units of which 82 will be set aside as affordable units 60% of below of Area Median Income. **This constitutes 31.7% market rate units.**

Organizational Chart and Owner's Ownership Structure



Evidence of Readiness

The following evidence are available:

1. Site control (see Exhibit 6)

2. On target to submit preliminary application to the Texas Department of Housing and Community Affairs for the Housing Tax Credits.
3. In discussions with Architect and other consultants such as Appraiser, Lender / Investor, Consultant, Environmental Consultant, etc. to submit final application to TDHCA by March 1st, 2021.

Zoning

A rezoning application to allow for Multi-Family will be made prior to March 1, 2021.

Community Involvement

We will work closely to obtain support from various community-based organizations.

While we anticipate the Apartment Community development with high quality finishes to generally be received favorably in the community, the proposed project is expected to have additional partnerships with local volunteer groups and community-based volunteer organizations to provide an abundance of social/residential lifestyle services to enrich the living experience of residents.

Following are local non-profits that provide resident services and activities on Applicant's other properties:

1. Abundance of Life
2. Irving Family Advocacy Center
3. Irving Health Center
4. Friends of Irving Public Library System
5. North Texas Fatherhood Initiative
6. Future Professionals of America
7. Coalition for Accountable System of Education (C.A.S.E.)
8. SAFE Hands of Texas
9. Arlington YMCA
10. Mission Arlington/Metroplex

Project is required to provide the basic list of services as required by TDHCA and indicated in Exhibit 8. However, the community is expected to exceed these minimum requirements, that includes the following:

- We have partnered with Abundance of Life, a non-profit social services provider to oversee all resident services and activities.
- Periodic social and recreational activities such as, Potluck, Movie Nights, Game Days, Ice Cream socials for Children, etc;

- On-site notary.
- Additionally, we will have several community-based organizations provide periodic services at the property.

Preliminary Site Plan

Site Plan along with anticipated variances to UDC will be provided after pre-development meeting.

Development Timeline

HTC Award - 07/2021

Closing - Q1 2022

Completion - Q4 2023

Lease-up - Q3 2023

Taxable

100% ad valorem taxes will be paid.

Security:

- Perimeter fencing with controlled access gates.
- Cameras distributed throughout the site.
- Design will follow Crime Prevention Through Environmental Design (CPTED) standards. (see attached Exhibit 7)
- Stringent applicant screening process.
- One of Developer's previous projects has been identified by a local news Channel NBC for having exceeded security measures for an apartment complex.
- Developer pioneered the Community One program with City of Irving Police and that project is rated as Community One – Gold.

Crime

Crime Prevention Measures at Proposed Project:

- Project will be designed to create 'defensible spaces' by following concepts of Crime Prevention Through Environmental Design standards (see attached Exhibit 5).
- Project will be designed with have a minimum of 20 cameras distributed throughout the site.
- Monthly Crime Watch meetings to be held.
- Courtesy Patrol Service will be provided.
- Zero tolerance policy will be followed.
- Stringent Tenant Qualification Policy will be implemented.

Crime Prevention Measures at Previous Project:

- A previous project – Britain Way Apartments pioneered the Community Gold One Program for safety in City of Irving. Same project was featured in a prime-time news broadcast for taking strong measures to reduce crime at the project.
- Britain Way has caused economic development along Britain Way Road – strip centers, medical centers, convention halls have all been constructed after this investment.

Management

Owner /Developer will be actively involved in day-to-day operations of the property.

Our stringent Resident Qualification Criteria and allows about one in seven residents to qualify to live at our Apartment Community. Some salient features of Tenant Qualification Criteria include:

- Steady Rental History.
- Credit History of all members listed on application.
- Criminal History of all members listed on application – no felons allowed, no illegal drug use, etc.
- All residents will receive both personal and financial background checks as part of the application screening process.
- The property will have a zero-tolerance policy for misbehavior on the property.

CONCLUSION:

A much needed high quality, eco-friendly, affordable apartment project that is being developed by a local award-winning team!

REQUEST:

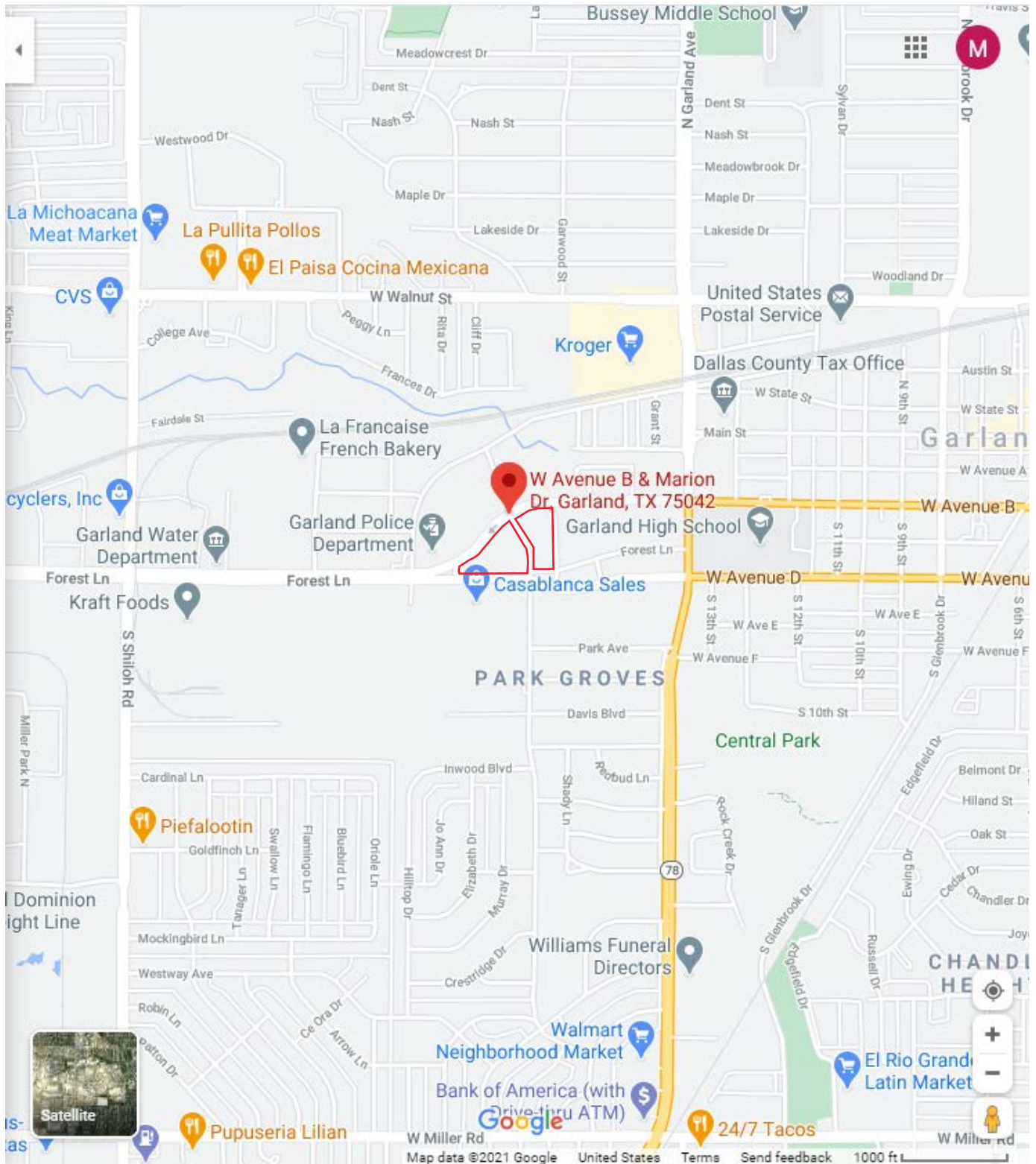
Resolution of Support.

Ex 4 Site Plan – Site Location – Area Amenities



Street Map

Avenue B Apartments





Bus Stop



[Back to results](#)



Ave B at Marion W FS

Stop ID: 30258
Bus stop



Directions



Save



Nearby



Send to your
phone



Share



Garland, TX 75042



W86W+6F Garland, Texas



Add a label



Suggest an edit



Buses

486

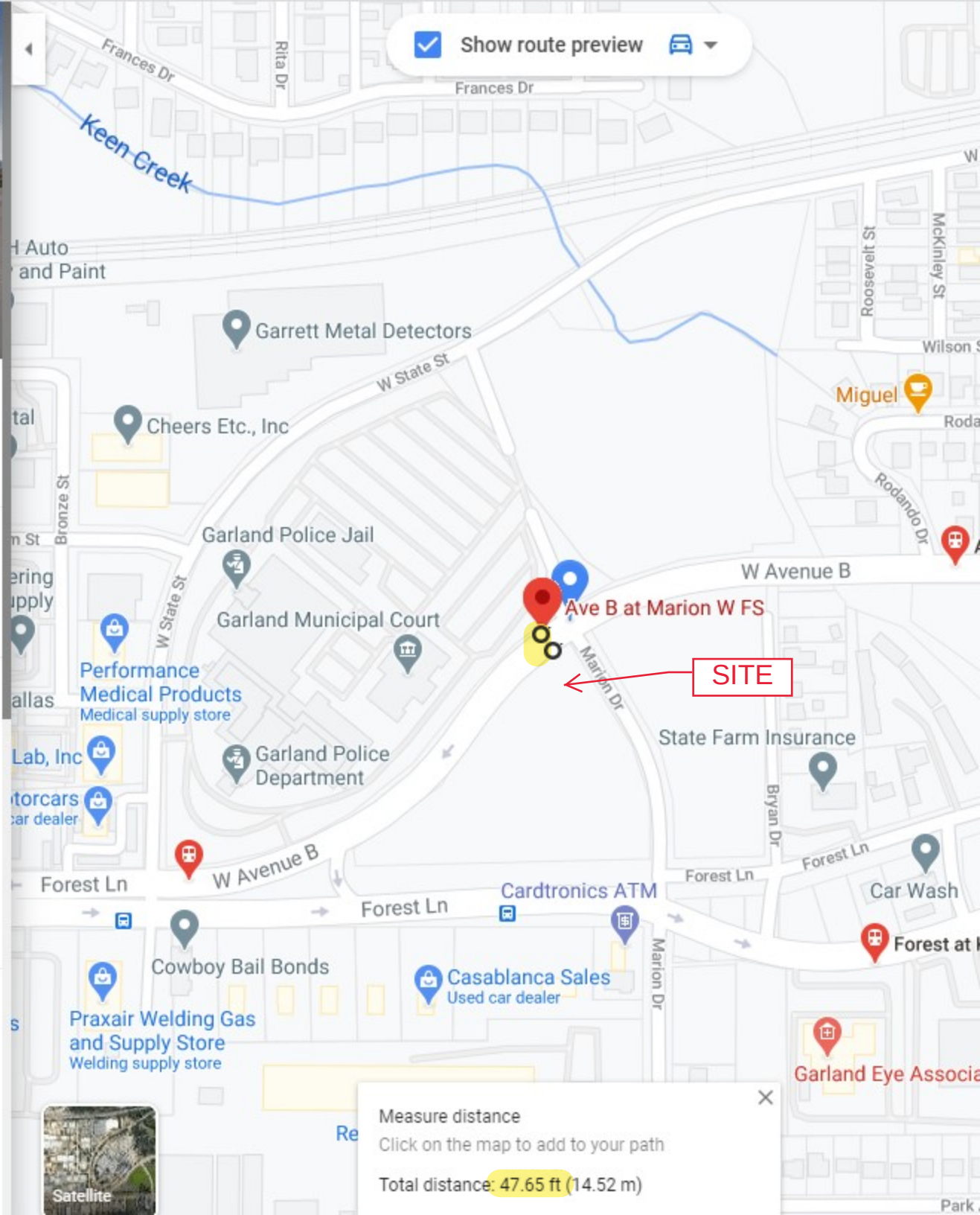
dart.org



See departure board



Show route preview



Satellite

Measure distance

Click on the map to add to your path

Total distance: 47.65 ft (14.52 m)

Ex 5 Financing Summary

Avenue B Apartments

Garland, Texas

PROJECT SUMMARY

Census Tract	0	<u>Op Ex Summary</u>				<u>Ttl</u>	<u>per Unit</u>
Acres	7.00	Operating				433,321	3,611
Total Net Rentable Square Footage	110,013	Management Fee				59,925	499
Accessory Structure Sq. Ft.	5,500	Property Taxes				150,000	1,250
Low Inc. Rentable & Access. Sq. Ft.	115,513	<u>Reserves</u>				<u>30,000</u>	<u>250</u>
Patio, Balconies & Utility Sq. Ft.	31,550	TTL				673,246	5,610
Total Rentable Sq. Ft. & Patio etc.	147,064	% Overall	% LI	AMI	Bdr	#	%
Commercial Spaces (Sq. Ft.)	-	7.5%	10.98%	30%	Studio	0	0.00%
Total Overall Square Footage	147,064	0.0%	0.00%	40%	1 Bdr	35	29.17%
<u>Number of Units</u>	<u>120</u>	27.5%	40.24%	50%	2 Bdr	49	40.83%
Number of Low Income Units	82	33.3%	48.78%	60%	3 Bdr	36	30.00%
Number of Market Rate Units	38	31.7%		Market	4 Bdr	0	0.00%
		100%	100%			120	100%

Sources of Funds

	<u>Permanent Amount</u>	<u>% of Ttl Dev. Cost</u>	<u>Construction</u>	<u>% of Ttl Dev. Cost</u>
Debt				
1st Mortgage	12,000,000	45.6%	12,000,000	46%
Taxable Tail	-	0.0%	-	0%
Other debt	-	0.0%	-	0%
Soft Debt	-	0.0%	-	0%
Income during Construction	-	0.0%	-	0%
Debt Service Reserve Fund Bonds	-	0.0%	-	0%
GIC Income	-	0.0%	-	0%
Equity				
Tax Credit Equity @ \$ 0.792	13,723,628	52.1%	7,184,155	27%
Deferred Developer Fee 22%	603,113	2.3%	2,803,726	11%
GP Equity	-	0.0%	4,338,860	16%
Interest Rate Buydown \$0.000	-	0.0%	-	0%
Total Sources of Funds	<u>26,326,741</u>	<u>100%</u>	<u>26,326,741</u>	<u>100%</u>

Uses of Funds

	<u>Total Costs</u>	<u>Per Unit</u>	<u>Per Sq. Ft.</u>	<u>% of Ttl Dev. Cost</u>
Land & Building Costs	2,420,000	20,167	22.00	9.19%
Taxes & Insurance	305,000	2,542	2.77	1.16%
Financing	1,492,895	12,441	13.57	5.67%
Architectural/Engineering	781,985	6,517	7.11	2.97%
Legal	244,000	2,033	2.22	0.93%
Site Work	3,134,997	26,125	28.50	11.91%
Offsite Work	144,765	1,206	1.32	0.55%
Hard Construction Costs	10,480,412	87,337	95.26	39.81%
Contractors Fees & Gen Requirements	1,918,610	15,988	17.44	7.29%
Contingency	543,939	4,533	4.94	2.07%
Government/Utility/Impact Fees	518,728	4,323	4.72	1.97%
Furniture, Fixtures, & Equipment	350,000	2,917	3.18	1.33%
Marketing & Operating Deficit	1,187,683	9,897	10.80	4.51%
Developer Fee	2,803,726	23,364	25.49	10.65%
Total Uses of Funds	<u>26,326,741</u>	<u>219,390</u>	<u>239.30</u>	<u>100.00%</u>

Unit Mix

<u>Family</u>	<u>Rent Level</u>	<u># of Units</u>	<u>Unit Size</u>	<u>Gross Rent</u>	<u>Util. Allow.</u>	<u>Maximum Net Rent</u>	<u>Proposed Rent</u>	<u>Proposed Monthly Rent / SF</u>	<u>Rents</u>
1bd/1ba	30%	3	671	\$485.00	\$38.00	\$447.00	\$447.00	0.67	1,341
1bd/1ba	50%	-	671	\$808.00	\$38.00	\$770.00	\$0.00	-	0
1 bd/1ba	50%	6	671	\$808.00	\$38.00	\$770.00	\$770.00		4,620
1bd/1ba	60%	8	787	\$970.00	\$38.00	\$932.00	\$932.00	1.18	7,456
1 BR-1 Ba	Market	18	671	\$0.00	\$38.00	\$0.00	\$1,099.00	1.64	19,782
%		35							
2bd/2ba	30%	3	916	\$582.00	\$49.00	\$533.00	\$533.00	0.58	1,599
2bd/2ba	50%	12	916	\$971.00	\$49.00	\$922.00	\$922.00	1.01	11,064
2bd/2ba	60%	14	916	\$1,165.00	\$49.00	\$1,116.00	\$1,116.00	1.22	15,624
2bd/2ba	Market	20	918	\$0.00	\$49.00	\$0.00	\$1,299.00	1.42	25,980
%		49							
3bd/2ba	30%	3	1,130	\$672.00	\$61.00	\$611.00	\$611.00	0.54	1,833
3bd/2ba	50%	15	1,130	\$1,120.00	\$61.00	\$1,059.00	\$1,059.00	0.94	15,885
3bd/2ba	60%	18	1,130	\$1,345.00	\$61.00	\$1,284.00	\$1,284.00	1.14	23,112
3bd/2ba	Market	-	1,130	\$0.00	\$61.00	\$0.00	\$1,499.00	1.33	0
%		36							
TOTAL / AVG		120	917				\$1,069.13	1.17	128,296

Avenue B Apartments

Garland, Texas

9% Application

OPERATING PRO FORMA			Year:	1	2	3	4	5	6	7	8
				2021	2022	2023	2024	2025	2026	2027	2028
Revenue		Unit Costs									
Gross Potential Revenue		\$ 1,069.13		\$ 1,539,552	\$ 1,585,739	\$ 1,633,311	\$ 1,682,310	\$ 1,732,779	\$ 1,784,763	\$ 1,838,306	\$ 1,893,455
Other Income		\$ 49.54		71,334	73,474	75,678	77,949	80,287	82,696	85,177	87,732
Interest Earnings on DSRF		0.00%		-	-	-	-	-	-	-	-
Less: Vacancy		7.00%		(112,762)	(116,145)	(119,629)	(123,218)	(126,915)	(130,722)	(134,644)	(138,683)
TOTAL REVENUE				\$ 1,498,124	\$ 1,543,068	\$ 1,589,360	\$ 1,637,041	\$ 1,686,152	\$ 1,736,736	\$ 1,788,838	\$ 1,842,504
Expenses											
Operating		\$ 3,611		\$ 433,321	\$ 450,653	\$ 468,680	\$ 487,427	\$ 506,924	\$ 527,201	\$ 548,289	\$ 570,220
Management Fee	4.00%	\$ 499		\$ 59,925	\$ 61,723	\$ 63,574	\$ 65,482	\$ 67,446	\$ 69,469	\$ 71,554	\$ 73,700
Property Taxes		\$ 1,250		\$ 150,000	\$ 156,000	\$ 162,240	\$ 168,730	\$ 175,479	\$ 182,498	\$ 189,798	\$ 197,390
Reserves	0	\$ 250		\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778	\$ 35,822	\$ 36,896
Misc		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 5,610		\$ 673,246	\$ 699,276	\$ 726,321	\$ 754,420	\$ 783,614	\$ 813,946	\$ 845,462	\$ 878,206
NET OPERATING INCOME				\$ 824,879	\$ 843,792	\$ 863,039	\$ 882,621	\$ 902,538	\$ 922,790	\$ 943,377	\$ 964,297
Debt Service	Amount	Rate									
1st Mortgage	\$12,000,000	3.500%		587,683	587,328	586,959	586,577	586,182	585,773	585,349	584,910
Coverage				1.40	1.44	1.47	1.50	1.54	1.58	1.61	1.65
Taxable bonds	\$0	9.00%		-	-	-	-	-	-	-	-
Coverage				1.40	1.44	1.47	1.50	1.54	1.58	1.61	1.65
TCHFC Loan	\$0	3.00%		-	-	-	-	-	-	-	-
Coverage				1.40	1.44	1.47	1.50	1.54	1.58	1.61	1.65
Total Annual Bond Fees				-	-	-	-	-	-	-	-
Debt Service Coverage including fees				1.40	1.44	1.47	1.50	1.54	1.58	1.61	1.65
TOTAL DEBT SERVICE				587,683	587,328	586,959	586,577	586,182	585,773	585,349	584,910
All In Debt Service Coverage Ratio				1.404	1.437	1.470	1.505	1.540	1.575	1.612	1.649
CASH FLOW AFTER DEBT SERVICE				237,195	256,464	276,080	296,043	316,356	337,017	358,028	379,387
Remainder of Management Fee	0%			-	-	-	-	-	-	-	-
Cashflow after Management Fee				237,195.07	256,464.09	276,079.82	296,043.42	316,355.69	337,017.06	358,027.58	379,386.91
Asset Management Fee	3%			7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Cashflow After Asset Management Fee				229,695.07	248,739.09	268,123.07	287,847.97	307,914.37	328,322.50	349,072.19	370,162.85
Partnership Management Fee	3%			7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Cashflow after Partnership Management Fee				222,195.07	241,014.09	260,166.32	279,652.52	299,473.05	319,627.94	340,116.80	360,938.80
Land Lease Payment	-	-		-	-	-	-	-	-	-	-
Cash Flow after Lease Payment				222,195	241,014	260,166	279,653	299,473	319,628	340,117	360,939
Other Payment	\$0	3.00%		-	-	-	-	-	-	-	-
Cash Flow after Other Payment				222,195	241,014	260,166	279,653	299,473	319,628	340,117	360,939
Developer Note	100% CF	\$603,113	4.70%	222,195	241,014	196,298	-	-	-	-	-
Cash Flow after Developer Note				-	-	63,869	279,653	299,473	319,628	340,117	360,939
Payment to Investor			10%	-	-	6,387	27,965	29,947	31,963	34,012	36,094
Cashflow after payment to Investor				-	-	57,482	251,687	269,526	287,665	306,105	324,845
Ground Lessor			0%	-	-	-	-	-	-	-	-
Cash Flow after payment to Ground Lessor				-	-	57,482	251,687	269,526	287,665	306,105	324,845
Soft Debt	0% CF	\$0	3.00%	-	-	-	-	-	-	-	-
Cash Flow after Soft Debt				-	-	57,482	251,687	269,526	287,665	306,105	324,845
Incentive Management Fee			7%	-	-	57,482	114,593	118,031	121,572	125,219	128,975
Cashflow after Incentive Management Fee				-	-	-	137,094	151,495	166,094	180,886	195,870
CHDO			0%	-	-	-	-	-	-	-	-
SLP			0%	-	-	-	-	-	-	-	-
OMH			100%	-	-	-	137,094	151,495	166,094	180,886	195,870

Avenue B Apartments

Garland, Texas

9% Application

OPERATING PRO FORMA			Year:	9	10	11	12	13	14	15	16
				2029	2030	2031	2032	2033	2034	2035	2036
Revenue		Unit Costs									
Gross Potential Revenue		\$ 1,069.13		\$ 1,950,258	\$ 2,008,766	\$ 2,069,029	\$ 2,131,100	\$ 2,195,033	\$ 2,260,884	\$ 2,328,711	\$ 2,398,572
Other Income		\$ 49.54		\$ 90,364	\$ 93,075	\$ 95,867	\$ 98,743	\$ 101,705	\$ 104,757	\$ 107,899	\$ 111,136
Interest Earnings on DSRF		0.00%		-	-	-	-	-	-	-	-
Less: Vacancy		7.00%		\$ (142,844)	\$ (147,129)	\$ (151,543)	\$ (156,089)	\$ (160,772)	\$ (165,595)	\$ (170,563)	\$ (175,680)
TOTAL REVENUE				\$ 1,897,779	\$ 1,954,712	\$ 2,013,353	\$ 2,073,754	\$ 2,135,967	\$ 2,200,046	\$ 2,266,047	\$ 2,334,028
Expenses											
Operating		\$ 3,611		\$ 593,029	\$ 616,750	\$ 641,420	\$ 667,077	\$ 693,760	\$ 721,511	\$ 750,371	\$ 780,386
Management Fee	4.00%	\$ 499		\$ 75,911	\$ 78,188	\$ 80,534	\$ 82,950	\$ 85,439	\$ 88,002	\$ 90,642	\$ 93,361
Property Taxes		\$ 1,250		\$ 205,285	\$ 213,497	\$ 222,037	\$ 230,918	\$ 240,155	\$ 249,761	\$ 259,751	\$ 270,142
Reserves	0	\$ 250		\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739
Misc		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 5,610		\$ 912,229	\$ 947,579	\$ 984,309	\$ 1,022,472	\$ 1,062,126	\$ 1,103,329	\$ 1,146,142	\$ 1,190,628
NET OPERATING INCOME				\$ 985,550	\$ 1,007,133	\$ 1,029,045	\$ 1,051,282	\$ 1,073,840	\$ 1,096,716	\$ 1,119,905	\$ 1,143,401
Debt Service	Amount	Rate									
1st Mortgage	\$12,000,000	3.500%		584,456	583,985	583,498	582,993	582,470	581,929	581,369	580,788
Coverage				1.69	1.72	1.76	1.80	1.84	1.88	1.93	1.97
Taxable bonds	\$0	9.00%		-	-	-	-	-	-	-	-
Coverage				1.69	1.72	1.76	1.80	1.84	1.88	1.93	1.97
TCHFC Loan	\$0	3.00%		-	-	-	-	-	-	-	-
Coverage				1.69	1.72	1.76	1.80	1.84	1.88	1.93	1.97
Total Annual Bond Fees				-	-	-	-	-	-	-	-
Debt Service Coverage including fees				1.69	1.72	1.76	1.80	1.84	1.88	1.93	1.97
TOTAL DEBT SERVICE				584,456	583,985	583,498	582,993	582,470	581,929	581,369	580,788
All In Debt Service Coverage Ratio				1.686	1.725	1.764	1.803	1.844	1.885	1.926	1.969
CASH FLOW AFTER DEBT SERVICE				401,094	423,148	445,547	468,289	491,370	514,787	538,537	562,613
Remainder of Management Fee	0%			-	-	-	-	-	-	-	-
Cashflow after Management Fee				401,094.22	423,148.24	445,547.17	468,288.68	491,369.87	514,787.20	538,536.51	562,612.90
Asset Management Fee	3%			9,501	9,786	10,000	10,000	10,000	10,000	10,000	10,000
Cashflow After Asset Management Fee				391,593.44	413,362.44	435,547.17	458,288.68	481,369.87	504,787.20	528,536.51	552,612.90
Partnership Management Fee	3%			9,501	9,786	10,000	10,000	10,000	10,000	10,000	10,000
Cashflow after Partnership Management Fee				382,092.67	403,576.64	425,547.17	448,288.68	471,369.87	494,787.20	518,536.51	542,612.90
Land Lease Payment	-	-		-	-	-	-	-	-	-	-
Cash Flow after Lease Payment				382,093	403,577	425,547	448,289	471,370	494,787	518,537	542,613
Other Payment	\$0	3.00%		-	-	-	-	-	-	-	-
Cash Flow after Other Payment				382,093	403,577	425,547	448,289	471,370	494,787	518,537	542,613
Developer Note	100% CF	\$603,113	4.70%	-	-	-	-	-	-	518,537	-
Cash Flow after Developer Note				382,093	403,577	425,547	448,289	471,370	494,787	-	542,613
Payment to Investor			10%	38,209	40,358	42,555	44,829	47,137	49,479	51,854	54,261
Cashflow after payment to Investor				343,883	363,219	382,992	403,460	424,233	445,308	466,683	488,352
Ground Lessor			0%	-	-	-	-	-	-	-	-
Cash Flow after payment to Ground Lessor				343,883	363,219	382,992	403,460	424,233	445,308	466,683	488,352
Soft Debt	0% CF	\$0	3.00%	-	-	-	-	-	-	-	-
Cash Flow after Soft Debt				343,883	363,219	382,992	403,460	424,233	445,308	466,683	488,352
Incentive Management Fee			7%	132,845	136,830	140,935	145,163	149,518	154,003	158,623	163,382
Cashflow after Incentive Management Fee				211,039	226,389	242,058	258,297	274,715	291,305	308,060	324,970
CHDO			0%	-	-	-	-	-	-	-	-
SLP			0%	-	-	-	-	-	-	-	-
OMH			100%	211,039	226,389	242,058	258,297	274,715	291,305	308,060	324,970

New Construction
LIHTC
1/15/21
Exhibit A

UNITS	SF/UNIT	APARTMENT MIX		MO TOTAL RENT	RENT/SQ.FT.
		RENT	TOTAL SQ.FT.		
120	916	\$1,069	109,977	\$128,285	\$1.17

CURRENT/PROFORMA RENTS				\$	1,539,423		
CARPORT INCOME	0	@	\$0.00	per month	\$	-	
GARAGE INCOME	0	@	\$0.00	per month	\$	-	
MISCELLANEOUS INCOME	120	@	\$20.83	per month	\$	30,000	
STORAGE (small)	0	@	\$0.00	per month	\$	-	
STORAGE (large)	0	@	\$0.00	per month	\$	-	
OTHER	0	@	\$0.00	per month	\$	-	
OTHER	0	@	\$0.00	per month	\$	-	
OTHER	0	@	\$0.00	per month	\$	-	
OTHER	0	@	\$0.00	per month	\$	-	
OTHER	0	@	\$0.00	per month	\$	-	
TOTAL RESIDENTIAL INCOME				\$	1,569,423		
VACANCY-PERCENT - RESIDENTIAL			7%	\$	109,860		
EFFECTIVE GROSS RESIDENTIAL INCOME				\$	1,459,563		
TOTAL EXPENSES	\$ 643,246		Repl. Reserves: \$ 30,000	\$	673,246		
NET OPERATING INCOME				\$	786,318		
LESS: Other				\$	-		
ADJUSTED NET OPERATING INCOME				\$	786,318		
DEBT SERVICE RATIO			(1.1500)		87%		
AMT AVAILABLE FOR DEBT SERVICE				\$	683,755		
CONSTANT					4.720495%		
LOAN AMOUNT BASED UPON DSC (1.15)				\$	14,484,800		
LOAN AMOUNT BASED UPON COST (87%)				\$	17,809,500		
LOAN AMOUNT PER SUBSIDY LAYERING				\$	12,021,200		
LOAN AMOUNT BASED ON BORROWER REQUEST				\$	12,000,000		

ANNUAL EXPENSE	
% EGI	46.13%
PER UNIT	\$5,610
PER S.F.	\$6.12

MIP at 25 BPS requires "Green Certification" per HUD Guidelines.

Loan amount is based on client's estimate of rents, expenses, construction and land costs and must be supported by market data and review.

LOAN AMT/UNIT	\$100,000
ANNUAL DEBT SERVICE	\$566,459
ANNUAL CASHFLOW	219,858
NOTE RATE	3.250000%
MIP	0.250000%
AMORT.	1.220495%
CONSTANT	4.720495%

<u>SOURCES</u>		
FIRST MORTGAGE	\$	12,000,000
GRANT-LOAN	\$	-
TAX CREDIT EQUITY	\$	13,723,628
DEFERRED DEVELOPER FEE	\$	<u>21,286</u>
TOTAL SOURCES	\$	25,744,914

Date: January 15, 2021
Time: 1:25 PM

This preliminary analysis is based upon information that is subject to verification through inspection, reviews, and market analysis.

APARTMENT UNIT MIX - LIHTC REQUIREMENTS Avenue B						
NUMBER OF UNITS	UNIT TYPE	SF/Unit	MONTHLY RENT	TOTAL SF	TOTAL MO RENT	RENT PER SF
3	1 BR 1 BA 30% of Median Income	671	\$447	2,013	\$ 1,342	\$ 0.67
6	1 BR 1 BA 50% of Median Income	671	\$771	4,026	\$ 4,625	\$ 1.15
0	1 BR 1 BA 60% of Median Income	671	\$0	0	\$ -	
18	1 BR 1 BA Market	671	\$1,099	12,078	\$ 19,782	\$ 1.64
0	1 BR 1 BA 30% of Median Income	787	\$0	0	\$ -	
0	1 BR 1 BA 50% of Median Income	787	\$0	0	\$ -	
8	1 BR 1 BA 60% of Median Income	787	\$933	6,296	\$ 7,460	\$ 1.18
0	1 BR 1 BA Market	787	\$0	0	\$ -	
0	1 BR 1 BA 30% of Median Income	0	\$0	0	\$ -	
0	1 BR 1 BA 50% of Median Income	0	\$0	0	\$ -	
0	1 BR 1 BA 60% of Median Income	0	\$0	0	\$ -	
0	1 BR 1 BA Market	0	\$0	0	\$ -	
3	2 BR 2 BA 30% of Median Income	916	\$533	2,748	\$ 1,599	\$ 0.58
12	2 BR 2 BA 50% of Median Income	916	\$921	10,992	\$ 11,052	\$ 1.01
14	2 BR 2 BA 60% of Median Income	916	\$1,115	12,824	\$ 15,610	\$ 1.22
20	2 BR 2 BA Market	916	\$1,299	18,320	\$ 25,980	\$ 1.42
0	2 BR 2 BA 30% of Median Income	918	\$0	0	\$ -	
0	2 BR 2 BA 50% of Median Income	918	\$0	0	\$ -	
0	2 BR 2 BA 60% of Median Income	918	\$0	0	\$ -	
0	2 BR 2 BA Market	918	\$1,299	0	\$ -	
3	3 BR 2 BA 30% of Median Income	1,130	\$611	3,390	\$ 1,834	\$ 0.54
15	3 BR 2 BA 50% of Median Income	1,130	\$1,060	16,950	\$ 15,894	\$ 0.94
18	3 BR 2 BA 60% of Median Income	1,130	\$1,284	20,340	\$ 23,108	\$ 1.14
0	3 BR 2 BA Market	1,130	\$1,499	0	\$ -	
120		916	\$1,069	109,977	\$ 128,285	\$ 1.17

NOTES: Restricted Rents reflect the lower of market rents or the applicable percentage of median income

This preliminary analysis is based upon information that is subject to verification through inspection, reviews, and market analysis.

Utility allowances are as follows: (provided by client)

Assumes electric water heating

Efficiency:	\$ -
One-Bedroom:	\$ 38.00
Two-Bedroom:	\$ 49.00
Three-Bedroom:	\$ 61.00
Four-Bedroom	\$ -

APARTMENT UNIT MIX - MARKET RENTS Avenue B						
NUMBER OF UNITS	UNIT TYPE	SF/Unit	MONTHLY RENT	TOTAL SF	TOTAL MO RENT	RENT PER SF
27	1 BR 1 BA	671	\$1,099	18,117	\$ 29,673	\$ 1.64
8	1 BR 1 BA	787	\$1,175	6,296	\$ 9,400	\$ 1.49
0	1 BR 1 BA	0	\$0	0	\$ -	\$ -
49	2 BR 2 BA	916	\$1,299	44,884	\$ 63,651	\$ 1.42
0	2 BR 2 BA	918	\$1,299	0	\$ -	\$ -
36	3 BR 2 BA	1,130	\$1,499	40,680	\$ 53,964	\$ 1.33
120		916	\$1,306	109,977	\$ 156,688	\$ 1.42

This preliminary analysis is based upon information that is subject to verification through inspection, reviews, and market analysis.

PAGE 4

Property: Avenue B
City/State: Garland, TX
NRA: 109,977 square feet
Units: 120
Avg. Unit Size: 916 square feet

Expenses		\$	\$/SF	\$/Unit
Payroll		\$157,321	\$1.43	\$1,311
Utilities		\$126,000	\$1.15	\$1,050
Franchise Tax		\$4,831	\$0.04	\$40
Repairs/Maintenance		\$70,807	\$0.64	\$590
Advertising/Promotions		\$6,550	\$0.06	\$55
Administrative		\$38,185	\$0.35	\$318
Management % of EGI	<u>4.00%</u>	\$58,383	\$0.53	\$487
Taxes		\$145,169	\$1.32	\$1,210
Insurance		\$36,000	\$0.33	\$300
Reserves	Plan -Cost Review	\$30,000	\$0.27	\$250
Total Expenses		\$673,246	\$6.12	\$5,610

Taxes based on an assessed value of \$43,110 per unit and
a tax rate of 2.8062%

SECTION G - ESTIMATE OF REPLACEMENT COST**LAND IMPROVEMENTS**

(1)	Unusual Land Improvements	\$	-	
(2)	Other Land Improvements	\$	2,925,997	
(3)	TOTAL LAND IMPROVEMENTS			\$ 2,925,997

STRUCTURES

(4)	Main Buildings	109,977	/sq.ft.	\$ 10,061,810	
(5)	Other			\$	-
(6)	Other			\$	-
(7)	Clubhouse/Accessory Structures			\$	-
(8)	TOTAL STRUCTURES				\$ 10,061,810
(9)	SUBTOTAL	(Line 3 plus Line 8)			\$ 12,987,807
(10)	General Requirements	(Line 9 x	6.3%)		\$ 813,114
(11)	SUBTOTAL	(Line 9 plus Line 10)			\$ 13,800,921

FEES

(12)	Builder's General Overhead	(Line 11 x	2.00%)		\$ 288,571
(13)	Builder's Profit	(Line 11 x	5.92%)		\$ 816,925
(14)	SUBTOTAL (Sum of Lines 11 through 13)				\$ 14,906,417
(15)	Construction Bond Premium	Included in line 11			\$ 222,905
(16)	Other Fees	Mortgagor \$ 807,788 GC	110,000 (See Page 7)		\$ 917,788
(17)	ESTIMATED COST OF CONSTRUCTION				\$ 16,047,110
(18)	Architect Fee - Design & Engineering	(Line 14 x	4.07% Estimate		\$ 607,435
(19)	Architect Fee - Supervisory	(Line 14 x	0.84% Estimate		\$ 125,000
(20)	TOTAL FOR ALL IMPROVEMENTS	(Sum of Lines 17 through 19)			\$ 16,779,545
(21)	Cost per Gross Square Foot	116,168 s.f.	\$144.44		
		(Line 20 divided by Item 8, Section E)			
(22)	Construction Time	16 Months Plus 2 =		18 Months	

CHARGES AND FINANCING DURING CONSTRUCTION

(23)	Interest on	\$6,000,000	@	3.25%	
	for	18 Months			\$ 292,500
(24)	Taxes				\$ 140,000
(25)	Insurance				\$ 30,000
(26)	FHA Mtg. Ins. Premium	0.50%			\$ 60,000
(27)	FHA Application Fee	0.30%			\$ 36,000
(28)	FHA Inspection Fee	0.50%			\$ 60,000
(29)	Financing Fee	0.90%			\$ 108,000
(30)	OTHER	0.00%			\$ -
(31)	Lender Legal/GNMA COI	0.37%			\$ 44,000
(32)	FF&E	0.00%			\$ 350,000
(33)	Title & Recording				\$ 77,442
(34)	TOTAL CHARGES & FINANCING				\$ 1,197,942

LEGAL, ORGANIZATION AND AUDIT FEE

(35)	Legal (Borrower)			\$ 10,000	
(36)	Organization & Third Party Fees	(See lower Page 7)		\$ 63,230	
(37)	Cost Certification Audit Fee			\$ -	
(38)	TOTAL LEGAL, ORGANIZATION AND AUDIT FEE			\$ 73,230	
(39)	Builder's and Sponsor's Profit and Risk Allowance (in lieu of Bldr's Pft)		0%	\$ -	
(40)	Consultant Fee	(Nonprofit Only)			n/a
(41)	Supplemental Management Fund			\$ -	
(42)	Contingency Reserve	(Rehabilitation Only)	0.00%	\$ -	
(43)	Relocation Expenses	(Rehabilitation Only)		\$ -	
(44)	Bond Costs in Loan Amount	0.00%		0.00%	\$ -
(45)	TOTAL ESTIMATED DEVELOPMENT COST	(Lines 20+34+38 through 44)			\$ 18,050,717
(46)	Land (Estimated Market Price of Site)	7.346 acres			
	319,992 sq.ft. @	\$7.56 per sq ft.	\$20,167 per unit		\$ 2,420,000
(47)	TOTAL ESTIMATED REPLACEMENT COST OF PROJECT	(Lines 45 plus Line 46)			\$ 20,470,717
(48)	Average Cost per Living Unit	\$170,589			
	(Line 45 divided by Total in Sec. C, Item 7)				

ESTIMATE OF CASH REQUIREMENT TO CLOSE

Avenue B

1	Development cost, Line 45 excluding BSPRA	\$	18,050,717	
2	Land Indebtedness	\$	2,420,000	
3	Subtotal (Lines 1 + 2)			\$ 20,470,717
4	a. Mortgage amount, consistent with the appraisal report and HUD mortgage criteria	\$	12,000,000	
	b. Tax Credit Equity	\$	13,723,628	
	c. Government:	\$	-	
5	BSPRA (Not Applicable)			
	HUD 92013 item G39	\$	-	
6	Subtotal (Lines 4a + 4b+5)			\$ 25,723,628
7	Cash Investment required (Line 3 minus line 6)			\$ (5,252,911)
ESCROWS REQUIRED AT INITIAL ENDORSEMENT				
8	Initial Operating Deficit <u>12.00</u> Months Debt Service (1)	\$	566,459	
9	Commitment, Marketing Fees and Discounts and excrows, such as interest shortfall escrow	\$	-	
10	Working Capital (4% of Mortgage Amount) (2)	\$	480,000	
11	a. Offsite construction costs	\$	144,765	
	b. Tax Credit Costs	\$	1,159,247	
	c. Developer Fee (Calculated by Developer)	\$	2,803,726	
	d. Social Services Escrow	\$	120,000	
12	HUD ESTIMATED CASH REQUIREMENT			\$ 21,286
	(LINES 7 +8 + 9 + 10 +11)			

- (1) Initial Operating Deficit is an estimate. Final amount will be determined by HUD at the Firm Commitment application. The Operating Deficit Escrow can be in the form of a letter of credit
- (2) The working capital can be in the form of cash or a letter of credit. This amount may be used for allowable costs during construction and initial lease-up or fund accruals for items due during first operating year.

Dougherty Mortgage LLC
Lender Corporate Name

January 15, 2021

Jeff Rogers
Loan Officer

Other Fees

Contractor's Other Fees	
Other	\$ -
Builders Risk Insurance	\$ -
General Liability	\$ 100,000
Other Governmental	\$ -
Utility Deposits	\$ -
Cost Certification	\$ -
As-Built survey	\$ -
Cost Certification	\$ 10,000
Subtotal Contractor's Other Fees	<u>\$ 110,000</u>
Mortgagor's Other Fees	
Soil Studies	\$ 64,510
Surveys	\$ 49,550
Traffic Impact Study	\$ -
City Review Fees	\$ -
School-Park Impact Fees	\$ -
Zoning	\$ -
Water-Sewer Fees	\$ 440,228
Materials Testing	\$ -
Road Impact Fees	\$ -
Building Permits	\$ 78,500
Borrowers GL	\$ 165,000
Plan Expediter	\$ -
Radon Inspection	\$ 10,000
Subtotal Mortgagor's Other Fees	<u>\$ 807,788</u>
Total Other Fees	\$ 917,788

Third Party Reports

Appraisal	\$ 8,500
Market Study	\$ 5,000
Noise Study	\$ -
Phase I Environmental	\$ 5,730
Plan Review	\$ 9,500
Cost Review	\$ 9,500
Other	\$ -
Total Third Party Reports	<u>\$ 38,230</u>

Organizational	
FedEX, Travel, Establish Legal Entity	\$ 25,000
Total Organizational	<u>\$ 25,000</u>
Total Third Party and Organizational	\$ 63,230

TAX CREDIT CALCULATION

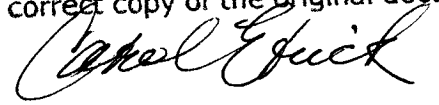
	Eligible Basis
Total for all Improvements	\$16,779,545
Page 5, Line 20	
Eligible Soft Costs	\$364,672
Capitalized Interest	\$219,373
Other Eligible (To Match Developer)	\$1,696,000
Developer Fee	\$2,803,726
Total Eligible Costs	\$21,863,236
Times Percent of Eligible Units	130%
Net Eligible Costs	\$28,422,207
Times Applicable Factor	0.70
Total Eligible Basis	\$19,895,545
Credit Percentage	9.00%
Annual Credits	\$1,790,599
Plus Annual Acquisition Credits (1)	\$0
Total Annual Credits	\$1,790,599
Maximum Annual Credits per TDHCA	\$1,500,000
Total Ten Year Credits (2)	\$15,000,000
Times Price Per Credit	\$0.915
Proceeds From Tax Credit Sale	\$13,723,628
Less: Other	\$0
Net Proceeds From Tax Credit Sale	\$13,723,628

- (1) Acquisition credits are for Building Portion of value only at are calculated based on current 4% HTC Ratio rather than 9% HTC Ratio.
- (2) Total 10 year credits are the minimum of the calculation based on eligible eligible basis and the TDHCA approved Maximum.

Tax Credit Costs

TDHCA Application Fee	\$7,200
TDHCA Commitment Fee	\$60,000
TDHCA Cost Certification 8609	\$25,000
TDHCA Compliance Fee	\$4,800
Building Inspection - TDHCA	\$750
Other related costs	\$30,000
Syndicator Legal	\$25,000
Tax Credit Buyer Construction Contingency (less 50% WC)	\$543,939
Consultant Fee	\$190,000
Financial Services Fee	\$0
Construction Manager Fee allowed by TDHCA	\$0
Partnership accounting	\$30,000
Equity Title Policy Cost	\$57,558
Additional Third party reports	\$20,000
Non Applicable Land Extensions Going Forward	\$0
Other tax credit costs	\$0
Additional Legal	\$165,000
TOTAL	\$1,159,247

Ex 6 Site Control Documentation



REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made and entered into by and between MDJ FOREST, LLC, a Texas limited liability company, whose address is 1303 Campbell Road, Texas 77055 ("Seller"), and OM HOUSING, LLC, a Texas limited liability company, whose address is 5033 Brookview Drive, Dallas, Texas 75220 ("Purchaser"). The Effective Date of this Contract shall be the date this Contract is signed by Seller.

WITNESSETH:

1. In accordance with the terms, covenants and conditions hereinafter set forth, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the surface only of (a) approximately 3.52 acres of land located at 1800 West Avenue B, Garland, Texas 75042 and (b) approximately 3.92 acres of land located at 1700 West Avenue B, Garland, Texas 75042, each as more fully described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property"), together with all improvements thereon and all of Seller's right, title and interest in and to all appurtenances thereto. The mineral estate owned by Seller is reserved unto Seller and its successors and assigns and is to be retained in the deed by the grantor, and the grantor shall in the deed expressly waive the right of ingress and egress to and from the surface of the Property relating to the reservation or development of the mineral estate, but directional drilling from offsite locations shall be permitted. Within 10 days after the Effective Date Seller will deliver to Purchaser a copy of its existing survey, if any, of or including the Property, and a copy of any existing environmental studies, engineering reports, service contracts and appraisals in Seller's possession regarding the Property, without representation or warranty as to the accuracy or completeness thereof. Within 60 days after the Effective Date, Purchaser shall at its expense obtain a survey (the "New Survey") of the Property and deliver a copy of the New Survey to Seller; the New Survey must be made in accordance with either the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2016 or the Texas Society of Professional Surveyors standards for a Condition II, Category 1A survey. Conditioned upon the closing and funding of the transaction contemplated by this Contract, Seller will reimburse Purchaser for the cost of the New Survey up to \$5,000.00.

2. Purchase Price and Earnest Money. The purchase price (the "Purchase Price") for the Property shall be \$2,200,000.00, which shall be payable in cash, cashier's check or (confirmed) wire transfer at Closing (as hereinafter defined) in U.S. Dollars.

Within 5 days after the Effective Date, Purchaser shall deposit with the Title Company (as hereinafter defined), as escrow agent, \$10,000.00 in cash or (confirmed) wire transfer as earnest money (the "Earnest Money"). The Earnest Money shall become non-refundable (except in the event of a termination of this Contract by Purchaser as a result of a default hereunder by Seller) at 5:00 p.m., Houston, Texas time, on April 30, 2021, the expiration of the Initial Inspection Period (as hereinafter defined), and shall be delivered by the Title Company to Seller at that time. The Earnest Money shall apply to the Purchase Price at Closing.

Notwithstanding anything to the contrary contained herein, Seller and Purchaser agree that \$100.00 of the Earnest Money is paid by Purchaser to Seller as independent consideration (the



"Independent Consideration") for the execution of this Contract by Seller. The Independent Consideration will be paid to Seller as independent consideration for this Contract, is deemed earned by Seller as of the Effective Date and is non-refundable in all events. The Independent Consideration shall apply to the Purchase Price at Closing.

3. Title Commitment and Inspection Period. The title company and escrow agent will be Stewart Title Company, whose address is 15950 Dallas Parkway, Suite 100 – South Tower, Dallas, Texas 75248, Attention: Carol Erick (the "Title Company"). Purchaser shall cause the Title Company to deliver to Purchaser and Seller within 15 days after the Effective Date a title insurance commitment (the "Commitment"), relating to the Property along with a true and correct legible (or best available) copies of the exceptions to title referred to in the Commitment, designating Purchaser as the proposed insured. Purchaser shall have until the later of (a) 10 business days after receipt of the Commitment and the New Survey or (b) March 8, 2021 (the "Title Review Period") to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Commitment or shown on the Survey (the "Title Objections"). Any item contained in the Commitment or shown on the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have ten (10) days (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Commitment and if applicable an updated Survey evidencing such cure or removal. Promptly after the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter within 5 days after the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after Purchaser's receipt of the Title Response Letter or the date on which Seller is deemed to have elected not to cure or remove any uncured Title Objections, either terminate this Contract by written notice to Seller, in which event the Title Company shall return the Earnest Money to Purchaser, or waive all uncured Title Objections without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after Purchaser's receipt of the Title Response Letter or the date on which Seller is deemed to have elected not to cure or remove any uncured Title Objections shall be deemed an election by Purchaser to waive all uncured Title Objections, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions. "Permitted Exceptions" shall mean those matters set forth in the Commitment and Survey (and any revised or updated Commitment issued by the Title Company) which have been accepted or deemed accepted or waived by Purchaser, and all matters which an accurate survey would reveal.

Notwithstanding anything herein to the contrary, Seller shall not be obligated to incur any costs, fees or expenses or to initiate any litigation, arbitration or other proceeding to remove or cure (or attempt to cure) any Title Objections. Seller will at or prior to Closing use reasonable efforts to satisfy all Schedule C requirements solely within the control of Seller so long as the satisfaction of the same can be accomplished without Seller incurring any cost, fee or expense.



Purchaser shall have until 5:00 p.m., Central Time (CT), on April 30, 2021 (the "Initial Inspection Period") to conduct such physical, engineering, feasibility, environmental, and/or other studies as Purchaser deems appropriate. During the Initial Inspection Period, Purchaser or its agents will have the right to come upon Property and inspect the Property. On or before the expiration of the Initial Inspection Period, Purchaser in its sole discretion may terminate this Contract. In connection with any inspections made by Purchaser or other entries onto the Property by Purchaser or its agents, contractors, prospective tenants or others, Purchaser shall restore the Property to its original condition if damaged or changed due to any feasibility studies or inspections or entries, and Purchaser shall indemnify, protect, defend and hold harmless Seller from any loss, claim, action, liability, lien, cost or expense resulting from any mechanic's or materialman's liens or any other encumbrance or any personal injury, bodily injury, or property damage arising out of any such feasibility studies or inspections or entries or the acts or omissions of Purchaser or Purchaser's agents, employees, contractors, invitees or licensees, or their respective agents, employees or contractors. This provision shall survive Closing and any termination of this Contract. Purchaser shall carry liability insurance in the amount of at least \$1,000,000.00 and name Seller as additional insured before entering onto the Property. If Purchaser does not terminate the contract during the Initial Inspection Period, all conditions to Purchaser's obligations under this Contract shall be deemed waived. Purchaser may not in any way encumber the Property prior to Closing. At the first to occur of termination of this Contract or Closing, Purchaser shall furnish to Seller, at Purchaser's expense, a copy of all surveys, reports, and written information obtained concerning the Property, including, without limitation, any environmental assessments or reports, the New Survey, any civil engineering feasibility assessments or reports, any architectural site plan or the equivalent, any architectural elevations or the equivalent, any architectural building and/or unit plans or the equivalent, and any marketing assessment or reports. Purchaser may terminate this Contract and receive a full refund of the Initial Earnest Money by delivering a written termination notice to Seller at any time prior to expiration of the Initial Inspection Period, but not thereafter. If Purchaser does not so timely terminate this Contract during the Initial Inspection Period, the Earnest Money shall be nonrefundable (except in the event of a termination of this Contract by Purchaser as a result of a default hereunder by Seller) and delivered to Seller.

Seller has the right to approve or disapprove any proposed change in the Property's current zoning if the rezoning may take effect prior to closing.

Purchaser has the right to extend the Inspection Period until May 31, 2021 (the "First IP Extension Period") if prior to the expiration of the Initial Inspection Period (a) the Earnest Money is delivered to Seller, (b) Purchaser is not in default under this Contract, and (c) Purchaser pays to Seller a non-refundable (except in the event of a termination of this Contract by Purchaser as a result of a default hereunder by Seller) extension fee in the amount of \$10,000.00 (the "First IP Extension Fee"). The First IP Extension Fee shall be applied as a credit to the Purchase Price at Closing.

If Purchaser timely extends the Inspection Period for the First IP Extension Period as provided above, Purchaser has the right to further extend the Inspection Period until July 31, 2021 (the "Second IP Extension Period") if prior to the expiration of the First IP Extension Period (a) Purchaser is not in default under this Contract, and (b) Purchaser pays to Seller a non-refundable



(except in the event of a termination of this Contract by Purchaser as a result of a default hereunder by Seller) extension fee in the amount of \$20,000.00 (the "Second IP Extension Fee," and together with the First IP Extension Fee, the "IP Extension Fees"). The Second IP Extension Fee shall be applied as a credit to the Purchase Price at Closing. There shall be no further right to extend the Inspection Period.

4. Closing. Closing of the sale contemplated by this Contract shall occur on or before 30 days after the expiration of the Inspection Period (the "Closing Date"). Closing shall take place at the offices of the Title Company unless otherwise mutually agreed in writing. Neither party need be present if written closing instructions are delivered. At Closing, Seller will deliver to Purchaser a special warranty deed (the "Deed") conveying the Property to Purchaser subject only to the Permitted Exceptions, and such other documents reasonably required by the Title Company as may be reasonably necessary to close the transaction. An Owner Policy of Title Insurance shall be furnished by the Title Company as soon as practicable following closing in the full amount of the Purchase Price. Seller shall pay the basic premium for the Owner Policy of Title Insurance and Purchaser is to pay for all title policy endorsements desired by Purchaser, including survey exception. Seller shall reserve in the Deed all of the Seller's interest in oil and gas (with an attendant surface waiver by Seller covering surface access, ingress, egress, drilling and exploration as to the mineral estate reserved by Seller, but permitting directional drilling from offsite locations).

Purchaser shall have the right to extend the Closing Date one time for up to 60 days if (a) Purchaser is not in default under this Contract, and (b) Purchaser pays to Seller a non-refundable (except in the event of a termination of this Contract by Purchaser as a result of a default hereunder by Seller) extension fee in the amount of \$20,000.00 (the "Closing Date Extension Fee"). The Closing Date Extension Fee shall be applied as a credit to the Purchase Price at Closing. There shall be no further right to extend the Closing Date.

The Deed shall state that it is expressly agreed that the grantor makes no warranty, either express or implied, as to the physical condition of the Property conveyed; the Property is conveyed in "AS IS CONDITION", after inspection of the Property by grantee; this provision is part of the consideration for the execution of the Deed by grantor and such Deed would not be executed but for this provision; and the recordation of the Deed by the grantee or anyone acting in behalf of the grantee conclusively evidences the acceptance of the conveyance subject to the provisions of this paragraph.

At Closing, ad valorem taxes, maintenance fees or assessments, standby fees, if any, assessments and other similar charges attributable to ownership of the Property ("Taxes") shall be prorated between Seller and Purchaser as of the Closing Date. If the actual amounts of any of such charges are unavailable as of the Closing Date, prorations shall be made and based upon the most current information then available or, if there is none, then based upon the previous calendar year's amounts. If the Property is assessed and taxed as a part of a larger parcel, then, for purposes of computing tax prorations, a proportionate part of the ad valorem taxes attributable to such larger parcel shall be allocated to the Property on the basis of the ratio between the number of gross acres of the Property and the total number of gross acres of land comprising such larger parcel, taking into account the assessed value of any improvements located on the larger parcel. Purchaser shall,



upon Closing, assume payment of all Taxes, and Purchaser agrees to indemnify and hold harmless Seller from any and all claims and liability for payment thereof.

At Closing, Seller shall deliver to Purchaser each of the following items:

- (i) The Deed subject to the Permitted Exceptions, duly executed and acknowledged by Seller and in form for recording, conveying the Property to Purchaser.
- (ii) Tax certificates provided by the Title Company.
- (iii) Referring to the Federal Foreign Investment in Real Property Tax Act ("FIRPTA") of the 1980 and 1984 Tax Reform Act, as amended ("Federal Tax Law"), at Closing Seller will deliver to Purchaser a certificate which confirms Seller's United States Taxpayer Identification Number and states that Seller is not a "foreign person" or a disregarded entity within the meaning of Section 1445 of the Internal Revenue Code of 1986 in form and substance reasonably acceptable to the Title Company.
- (iv) Reasonable evidence of the authority of the person(s) signing on behalf of Seller.
- (v) All additional documents and instruments required under this Contract.

At Closing, Purchaser shall deliver to Seller each of the following items:

- (i) The Purchase Price in "good funds."
- (ii) Reasonable evidence of the authority of the person(s) signing on behalf of Purchaser.
- (iii) All additional documents and instruments required under this Contract, and any applicable form of notice of deed restrictions or other acknowledgments or notices required by applicable law.

5. Default: If Seller defaults under any of the terms of this Contract, Purchaser shall, as its sole and exclusive remedy, have the right to only either (i) terminate this Contract upon written notice to Seller in which event Purchaser shall receive a refund of the Earnest Money and, if previously paid or deposited, the First IP Extension Fee, the Second IP Extension Fee and the Closing Date Extension Fee, or (ii) to waive, prior to or at Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof without any reduction in the Purchase Price, or (iii) enforce specific performance; provided, however, that no action for specific performance may be instituted by Purchaser against Seller with respect to any breach of a representation and warranty or failure of any condition due to any cause not reasonably within the actual control of Seller. Notwithstanding the foregoing, if specific performance is not an available remedy solely as a result of an intentional default by Seller occurring after the Effective Date (e.g., Seller's conveyance, encumbrance or leasing of all or a part of the Property in breach of this Agreement), Purchaser may, in lieu of specific performance (but not in lieu of the return of the Earnest Money, less the Independent Consideration), collect its reasonable and actual out-of-pocket third party expenses from Seller, in



an amount up to but in no event to exceed \$350,000.00. IN NO EVENT SHALL PURCHASER HAVE THE RIGHT TO SEEK MONEY DAMAGES OF ANY KIND AS A RESULT OF SELLER'S DEFAULT UNDER ANY OF THE TERMS OF THIS CONTRACT.

If Purchaser defaults under any of the terms of this Contract, Seller's sole remedy shall be to terminate this Contract upon written notice to Purchaser and retain the Earnest Money and, to the extent previously paid or deposited, the First IP Extension Fee, the Second IP Extension Fee and the Closing Date Extension Fee, as liquidated damages.

6. Amendments: This Contract, once properly signed by both parties, can be modified or amended only by a written instrument, executed by authorized representatives of each of the respective parties hereto.

7. Notice: All notices given pursuant to this Contract, shall be served via hand delivery, email or certified mail and shall be addressed as follows:

If to Purchaser: OM HOUSING, LLC
5033 Brookview, Drive, Dallas, Texas 75220
Email: jlain@omhousing.com; dsulakhe@omhousing.com;
jbrasic@omhousing.com

If to Seller, to: MDJ FOREST, LLC
1303 Campbell Road
Houston, Texas 77055
Email: danny@mccormackcommercial.com

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given shall not affect the validity of notice given in accordance with this Section 7. Notices shall be deemed served as of the date of actual delivery thereof, if hand delivered emailed, or 1 day after deposit with the U.S. Postal Service if served via certified mail. Any notice given by a party may be given by that party's attorney.

8. Assignment: Except as expressly provided below, Purchaser may not assign this Contract except with the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Purchaser may assign this Contract to any entity controlled, controlled by or under common control with Purchaser, so long as (a) Purchaser gives Seller at least 3 days prior, written notice of such assignment, (b) such assignment is effectuated pursuant to a written document pursuant to which the assignee assumes all of Purchaser's obligations under this Contract, and (c) a copy of such written document is promptly provided to Seller. No assignment of this Contract by Purchaser, regardless of whether or not such assignment requires Seller's consent, shall relieve Purchaser of any of its obligations under this Contract and Purchaser shall remain primarily liable for the performance of all of its obligations under this Contract. Any assignment or attempted assignment in violation of the



provisions of this Section 8 shall be null and void and, at the option of Seller, shall constitute a default by Purchaser under this Contract.

9. Representations:

A. Purchaser hereby represents and warrants that each of the following statements are true and correct and Purchaser hereby agrees to represent and warrant that such statements are true and correct as of the Closing Date:

(a) Purchaser has the full right, power and authority to enter into this Contract and carry out its obligations under this Contract;

(b) The person or persons executing this Contract on behalf of Purchaser are fully authorized to execute this Contract on behalf of Purchaser;

(c) Seller has made no representations as to the provision or completion by Seller or anyone else of the condition of the Property or the use or potential use of the Property, platting, zoning, utilities, roads, sewer, water, gas, electric service, or any other facilities or amenities related to the Property.

B. Seller hereby represents and warrants that each of the following statements are true and correct based on Seller's current actual knowledge without any duty to investigate or make inquiry and Seller hereby agrees to represent and warrant that such statements are true and correct as of the Closing Date based on Seller's current actual knowledge without any duty to investigate or make inquiry:

(a) Seller has the full right, power and authority to enter into this Contract and carry out its obligations under this Contract, as well as the financial capability to pay and perform all of its duties and obligations under this Contract;

(b) The person or persons executing this Contract on behalf of Seller are fully authorized to execute this Contract on behalf of Seller;

(c) Neither this Contract nor the consummation of the transactions contemplated hereby is subject to any first right of refusal or other purchase right in favor of any other party; and

(d) There is no action, suit, proceeding or claim (including, but not limited to, bankruptcy or other debtor relief action) affecting the Property, or any portion thereof, presently pending in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, nor is any such action, suit, proceeding or claim threatened.

(e) There are no written or oral leases on or affecting the Property, and there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.



(f) Seller has received no notice of any violations of any Environmental Laws or any other laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property or any part thereof, including, without limitation, those promulgated or imposed by any agency, department, commission, board, bureau or instrumentality of any governmental authority of the United States, the State of Texas, the County, the City or any other local authority (hereinafter collectively referred to as the "Governmental Authority").

10. Brokers: Any real estate commission or fee to be paid by Seller shall be paid at, but conditioned upon, closing and receipt by Seller of the net closing proceeds, and if closing and funding do not occur, for any reason whatsoever, including, without limitation, Seller's default, then Seller shall not be obligated to pay any real estate fee or commission. Any fees to be paid to any broker by Seller shall be by separate agreement between Seller and such broker. Seller's obligation to pay the commission fee is contingent upon the closing and funding of the transaction contemplated in this Contract. By way of disclosure, Daniel P. McCormack is a licensed Texas real estate agent and is a principal in Seller, and the parties consent to the foregoing.

11. Effective Date: This Contract shall become effective on the Effective Date. The time periods specified herein for the performance by either Purchaser or Seller as to any of the conditions specified herein, shall be calculated utilizing the Effective Date unless the context specifically requires otherwise.

12. No Warranty: As a material part of the consideration for this Contract, Seller and Purchaser agree that Purchaser is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller (except only as otherwise specifically provided in this Contract) that the Property is fit for a particular purpose or any purpose. Purchaser acknowledges that it is not relying upon any representation, statement, assertion, or non-assertion with respect to the Property condition except only as may be expressly stated in this Contract, but is relying solely upon its examination of the Property. Purchaser takes the Property under the express understanding that there are no express or implied warranties (except for limited warranties of title to be set forth in the closing documents). Provisions of this Section shall survive closing and shall not merge. The Property is being sold and purchased, and will be conveyed, "**AS IS, WHERE IS, AND WITH ALL FAULTS**", and EXCEPT ONLY AS EXPRESSLY SET FORTH HEREIN AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED no representations or warranties of any kind, express or implied, arising by operation of law or otherwise, are given by Seller, **AND THERE IS NEGATED ANY WARRANTY AS TO CONDITION, FITNESS FOR A PURPOSE, SUITABILITY, HABITABILITY, OR MERCHANTABILITY.**

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT SELLER AND SELLER'S REPRESENTATIVES HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (EXCEPT ONLY AS EXPRESSLY SET FORTH HEREIN AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED) AND THAT THE PURCHASER HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT



AND EVALUATE THE CONDITION OF THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT TO THE CONTRARY SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREIN OR COMPLIANCE WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND PURCHASER AGREES TO ACCEPT THE PROPERTY "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OF THE PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR OTHERWISE. PURCHASER AGREES THAT THE FOREGOING DISCLAIMER MAY EITHER BE INSERTED IN THE DEED TO BE DELIVERED AT CLOSING OR, ALTERNATIVELY, IN A CERTIFICATE DATED AS OF CLOSING REFLECTING THE FOREGOING TO BE EXECUTED BY THE PARTIES AT CLOSING. THE FOREGOING SHALL NOT AFFECT THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING.

PURCHASER IS PURCHASING THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS. PURCHASER AND ITS AFFILIATES AND ASSIGNS AND ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER, HEREBY FULLY RELEASES SELLER AND SELLER'S REPRESENTATIVES, AND THEIR SUCCESSORS, EXECUTORS, MEMBERS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS THAT PURCHASER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER OR SELLER'S REPRESENTATIVES, OR THEIR RESPECTIVE SUCCESSORS, MEMBERS, EXECUTORS OR REPRESENTATIVES, FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY, INCLUDING THOSE RESULTING FROM THE NEGLIGENCE OF SELLER OR SELLER'S REPRESENTATIVES, EXCEPT ONLY THE SPECIFIC REPRESENTATIONS OF SELLER SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING SELLER AND SELLER'S REPRESENTATIVES SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON PURCHASER, ITS SUCCESSORS AND ASSIGNS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING OR ARISING FROM, OR



RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF, THE PROPERTY. THE FOREGOING WAIVERS, RELEASES AND AGREEMENTS BY PURCHASER SHALL SURVIVE THE CLOSE OF ESCROW AND THE RECORDATION OF THE DEED AND SHALL NOT BE DEEMED MERGED INTO THE DEED UPON ITS RECORDATION.

The provisions in this Section 12 shall be set forth in the Deed and shall survive Closing.

13. Condemnation: If any material portion of the Property is taken or condemned (or voluntarily conveyed in lieu thereof) prior to Closing, Seller shall give notice thereof to Purchaser and Purchaser or Seller may elect, within 10 days after such notice from Seller, to terminate this Contract, in which event the Earnest Money and, if and to the extent deposited, the IP Extension Fees shall be returned to Purchaser, and thereafter neither party shall have any further rights, duties or obligations hereunder; or, if neither party elects to terminate this Contract, then Purchaser and Seller shall proceed with Closing, in which event Seller shall convey to Purchaser the unaffected portions of the Property without reduction in the Purchase Price and shall assign to Purchaser at Closing all of Seller's right, title and interest in and to the condemnation awards or other compensation payable to the Seller for that portion of the Property condemned, taken or conveyed.

14. Enforcement: Seller and Purchaser both hereby expressly agree that any action brought by either party to either enforce or interpret any of the terms, covenants and provisions hereof shall be brought in Dallas County, Texas.

15. Consult Your Attorney: The Broker cannot give you legal advice. This is intended to be a legally binding agreement. READ IT CAREFULLY. Federal law may impose certain duties upon brokers or signatories to this Contract when any of the signatories is a foreign party, or when any of the signatories receives certain amounts of U.S. currency in connection with a real estate closing. If you do not understand the effect of any part of this Contract, consult your attorney BEFORE signing.

16. Miscellaneous:

(a) THIS CONTRACT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND EXCLUSIVE VENUE SHALL LIE IN DALLAS COUNTY. Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of the articles, sections, and paragraphs in this Contract are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(b) This Contract may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Contract. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

(c) If any of the parties hereto shall breach any of the terms, provisions, representations or warranties in this Contract and it shall be necessary for the other party to employ



an attorney to enforce any of the terms and provisions of this Contract, then said defaulting party or parties shall be liable for and hereby agree to pay reasonable attorney's fees and any and all reasonable costs and expenses of enforcement incurred by the prevailing party in such litigation or expenses of enforcement.

(d) In accordance with the requirements of Texas Real Estate License Act, Purchaser is hereby advised by that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by any attorney of its own selection.

(e) Neither this Contract nor any memorandum thereof shall be recorded in any public records without the prior written consent of Seller. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, that provision shall not affect any other provision hereunder. This Contract constitutes the sole agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Contract. This Contract has been entered into after full investigation by each party and its professional advisors, and neither party is relying upon any statement, representation or warranty made by or on behalf of the other which is not expressly set forth in this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless the context requires otherwise. The titles used in connection with the Sections of this Contract are for convenience only and shall not be deemed to construe, define or limit the meaning or effect of the provisions set forth in this Contract.

(f) NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

(g) The parties hereto acknowledge that the parties and their respective counsel has each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(h) In the event any payment check or wire transfer is not honored by the drawee bank, it shall be deemed that such payment was not timely made, and the party making the payment shall be deemed to be in default hereunder. Time is of the essence of the delivery of all payments to be made and obligations to be performed hereunder.



(i) Time is of the essence of this Contract. Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday, or holiday observed by federal savings banks in the State of Texas ("legal holiday"), the date for such determination or action shall be extended to the first business day immediately thereafter. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Central Time (CT).

(j) The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except those which are herein specifically stated to survive Closing.

(k) If the Property which is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(l) 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 Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this Contract. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this Contract. If the Property is located seaward of the Gulf Intracoastal Waterway, Section 61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this Contract. Seller hereby notifies Purchaser of the location of the transportation pipelines on the Property, the transportation pipelines, if any, being located, to the belief of Seller, within the pipeline easements, in any, reflected on the New Survey.

(m) No extensions, changes, waivers, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, waiver, modification or amendment made or claimed by Seller or Purchaser shall have any force or effect whatsoever, unless the same is contained in writing and is fully executed by the party against whom such matter is asserted.

A handwritten signature in dark ink, appearing to be "Dm J.", located in the bottom right corner of the page.

(n) Each party hereto shall pay all charges specified to be paid by it pursuant to the provisions of this Contract and their own attorney's fees in connection with the negotiation, drafting and closing of this Contract.

(o) Purchaser and Seller agree that this Contract has been entered into solely for the benefit of Purchaser and Seller and no other person or entity, it being the intention of Purchaser and Seller that no person or entity not a party to this Contract shall have any right or standing to (a) bring any action against Purchaser or Seller based on this Contract, or (b) assume that any provision of this Contract will be enforced or remain unmodified or unwaived, or (c) assert that it or he is or should be or was intended to be a beneficiary of any provision of this Contract.

17. Seller's Termination Right:

(a) If either (i) Purchaser is unable to obtain and provide reasonable evidence to Seller of support from all applicable governmental entities as required to obtain financing for the development of an approximately 120 unit multifamily development on the Property (the "Proposed Project") by April 30, 2021 or (ii) Purchaser does not meet the Project Milestones (as defined below), Seller and Purchaser shall meet to discuss the Proposed Project. If following such meeting, Seller and Purchaser have not agreed on an alternative timeline for the Proposed Project acceptable to Seller in its sole and absolute discretion, Seller shall have the right to terminate this Contract upon written notice to Purchaser, in which event the Earnest Money and, if previously paid, the First IP Extension Fee, the Second IP Extension Fee and the Closing Date Extension Fee shall be delivered to Seller (if not already in Seller's possession) and retained by Seller. As used herein, "Project Milestones" are the following:

<u>Date</u>	<u>Milestone</u>
30 days after Effective Date	Meet with applicable elected officials regarding Proposed Project
30 days after Effective Date	Prepare detailed description of the Proposed Project
1/8/21	Submit pre-application for the Proposed Project to Texas Department of Housing and Community Affairs (" <u>TDHCA</u> ")
3/1/21	Obtain final approval of Garland, Texas city counsel for the Proposed Project
3/1/21	Submit final application for the Proposed Project to TDHCA
4/1/21	Submit all required third party reports for the Proposed Project to TDHCA



18. LEGAL REPRESENTATION: PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER HAS HAD AN ATTORNEY PREPARE THIS CONTRACT AND THE EXHIBITS TO THIS CONTRACT, AND THE ATTORNEY DOES NOT AND WILL NOT REPRESENT PURCHASER. PURCHASER IS ADVISED TO HIRE AN ATTORNEY TO REPRESENT PURCHASER.

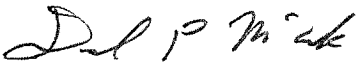
19. WAIVER OF CONSUMER RIGHTS: PURCHASER HAS WAIVED AND RELINQUISHED ALL PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT (CHAPTER 17, SUBCHAPTER E, OF THE TEXAS BUSINESS AND COMMERCE CODE), OTHER THAN SECTION 17.555 THEREOF, IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS CONTRACT, THE FULLEST EXTENT PERMITTED BY LAW. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT: (A) PURCHASER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; (B) PURCHASER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE SALE CONTEMPLATED BY THIS CONTRACT; AND (C) PURCHASER IS KNOWLEDGEABLE AND EXPERIENCED IN THE PURCHASE, OPERATION, OWNERSHIP, DEVELOPMENT, AND SALE OF REAL ESTATE, AND IS FULLY ABLE TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION. THIS WAIVER SHALL EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THE TRANSACTION CONTEMPLATED IN THIS CONTRACT AND SHALL BE BINDING ON PURCHASER'S SUCCESSORS, ASSIGNS AND THIRD PARTIES CLAIMING THROUGH PURCHASER.

I, THE UNDERSIGNED PURCHASER, WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

Executed in multiple originals effective as of the date Seller signs this Contract.

SELLER:

MDJ FOREST, LLC

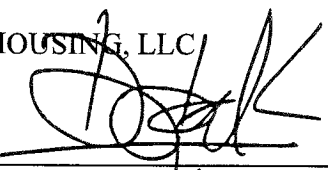
By: 
Name: Daniel Patrick McCormack
Title: President

EFFECTIVE DATE: January 8, 2021



PURCHASER:

OM HOUSING, LLC

By: 

Name: Deepak P. Sulakhe

Title: President / CEO

The Title Company hereby acknowledges receipt of 1 counterparts of this Contract, each of which counterparts has been executed by Seller and Purchaser, this 8th day of January, 2021. The Title Company hereby agrees to immediately deliver to Seller, Seller's counsel, Purchaser, and Purchaser's Counsel original counterparts or certified copies of this Contract executed by Seller, Purchaser, and the Title Company. The Title Company has assigned this Contract GF No. TX6010-1076883-CE.

STEWART TITLE COMPANY

By: 

Name: Carol Erick

Title: S.V.P.-Escrow Officer

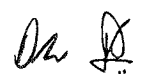


Exhibit A

PA J

Ex 7 CPTED Checklist

Avenue B Apartments

Garland, Texas

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

#	ITEM
A	DESIGN
1	Apartment numbers must be easily seen and have a contrasting background.
2	Entry doors must be solid core or metal doors (includes rear entrance/patio doors (when applicable))
3	Entry doors must have single cylinder and privacy deadbolts with a minimum 1 inch throw. This includes rear entrance/patio doors.
4	Screws in the deadbolt strike plates must be a minimum of 3" in length. Steel screws are required.
5	Entry doors must have a 180 degree eye-viewer.
6	Sliding glass doors must have both (1) anti lift, and (2) anti slide device.
7	Entry doorframe is in good condition. This includes rear entrance/patio doors.
8	All outside accessible windows must have secondary locks.
9	Carport structures next to buildings must have the building number posted on the structure adjacent to fire lane.
B	LIGHTING
1	Building address signs must be clearly visible and readable from the parking lot day or night.
2	Parking lots have adequate lighting.
3	Breezeways / Stairs are illuminated.
4	Sidewalks / Walking paths have adequate lighting.
5	Common areas (playground, picnic, etc) are illuminated.
6	Landscaping and lighting do not conflict.
7	Laundry rooms are well lighted.
C	LANDSCAPING
1	Tree canopies should be trimmed to a height of 7ft.
2	Shrubs and bushes should be trimmed to a height of 3ft.
D	MANAGEMENT
1	Proper applicant screening procedures are followed.
2	CFMH certificates are visible when applicable.
3	CFMH lease addendum is presented.
4	Staff has completed CFMH training.
5	Graffiti is not visible.

Ex 8 Resident Services

SERVICES TO BE PROVIDED TO THE TENANTS

The Applicant must certify that the Development will provide a combination of special supportive services appropriate for the proposed tenants. The provision of supportive services will be included in the LURA as selected from the list of services identified in this paragraph. No fees may be charged to the tenants for any of the services. Services must be provided on-site or transportation to off-site services must be provided. The same service may not be used for more than one scoring item. Applications will be awarded points for selecting services listed below:

Tenant Service that will be provided			Point Value	Points Selected
A		Transportation Supportive Services		
(i)		shuttle, at least three days a week, to a grocery store and pharmacy and/or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development	3.5	
(ii)		monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc.	1	
B		Children Supportive Services		
(i)		Provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));		
(ii)		12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults	3.5	
C		Adult Supportive Services		
(i)		4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, such as character building programs, English as a second language classes, computer training, financial literacy courses, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop	3.5	
(ii)		annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit	1	
(iii)		contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; also resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation	2	
(iv)		external partnerships for provision of weekly substance abuse meetings at the Development Site	1	
D		Health Supportive Services		

(i)	Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank	2	
(ii)	annual health fair provided by a health care professional	1	1
(iii)	weekly exercise classes (offered at times when most residents would be likely to attend)	2	2
(iv)	contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes	2	
E	Community Supportive Services		
(i)	partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.)	2	2
(ii)	Notary Services during regular business hours (§2306.6710(b)(3))	1	1
(iii)	twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes)	1	
(iv)	twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.)	1	1
(v)	specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing	3	
(vi)	weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes	2	
(vii)	any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families	1	
(viii)	a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development	2	2
(ix)	provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college	2	
	Explain:		
	TOTAL POINTS SELECTED		9

Ex 9 Tenant Selection Criteria

TENANT SELECTION POLICY

PROPERTY AND PROGRAM ELIGIBILITY REQUIREMENTS

A. FAIR HOUSING AND EQUAL OPPORTUNITY LAWS

The development will comply with state and federal fair housing and anti-discrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Texas Administrative Code, Title 10, Chapter 1, Subchapter B provides more detail about reasonable accommodations. Screening criteria will be applied in a manner consistent with all applicable laws; including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, the Federal Civil Rights Laws, program guidelines, and the Department's rules. Management will not discriminate on basis of race, color, religion, sex, age (except in eligibility requirements), handicap, familial status, national origin, and/or applicants covered by the Violence delivery of management and service, access to common facilities, and termination of occupancy.

B. ACCEPTING APPLICATIONS

Management will accept an application for rental from any and all interested persons. All persons desiring to apply for occupancy will be provided the opportunity to submit completed applications. It must be recognized that submission of an application neither guarantees the applicant housing nor obligates the property's agent to provide housing. Admission and move-in is contingent upon verified qualification of the applicant and availability of an appropriate unit.

- 1) Written application, on the property's Texas Apartment Association (TAA) form, must be made in order to be considered for residency. Application may be made by the applicant(s) in person, by mail, email, fax or by online service, if available.
- 2) Proof of identity will be required for all family members (such as driver's license, state identification card, social security numbers for all family members).
- 3) Should the applicant be personally unable to complete the form, the:
 - a) Applicant, must be present to provide the information to the person completing the application form on their behalf; or
 - b) Persons assisting the applicant must sign and date the application, indicate it was completed at the direction of the named applicant and provide identification to management.
- 4) The application must be fully completed and signed by the adult member(s). Any information not readily available to the applicant, must be so noted on the application form for the applicant.

In order to process the application, management may need information or documentation to verify the following:

- 1) Current gross annual income. Income cannot exceed program requirement.
- 2) Credit and statewide Criminal History Background Check on all family members 18 years and older.
- 3) Rental history. It is the responsibility of the applicant to provide necessary information that allows the Manager to contact previous landlords. If management is unable to verify previous rental history and/or references, Management reserves the right to deny the application.

The screening criteria will be applied uniformly and, in a manner, consistent with the applicable laws, including Texas state laws, the Federal Fair Housing Act, the Federal Fair Credit Reporting Act and all Affordable Housing program guidelines. Information will be obtained and considered for all household members who are:

- 1) 18 years of age or over regardless if married or married at one time and divorced.
- 2) A minor (under 18) who is emancipated from parental control by court order.
- 3) (a) and (b) are for multifamily properties only. If it is a senior property, delete (a) and (b) and add either 55 and up or 62 and up.

C. REASONABLE ACCOMMODATION POLICY

A person with a disability may request reasonable accommodations during application and while residing at the development by contacting the management office by telephone or in person. Management will submit the request for review and an approval or denial of such request will be given to the applicant within three (3) business days.

- 1) In compliance with Section 504 of the Rehabilitation Act of 1973, the Manager will take reasonable, nondiscriminatory steps to maximize the use of accessible units by eligible individuals whose disability requires the accessibility features of a particular unit.
- 2) Manager will consider extenuating circumstances in the screening process for Applicants with disabilities. An applicant will not be denied due to a documented disability which requires reasonable accommodation.
- 3) An Applicant receiving housing assistance payments, Section 8 or Tenant-based Rental Assistance (TBRA), will not be denied because he/she receives housing assistance payments.

D. LIHTC PROGRAM

- 1) An Applicant's household income shall comply with all applicable requirements (including minimum and maximum requirements) of Governmental Authorities, including the requirements of the LIHTC program (see Manager's Certification form).
- 2) Subject to the provisions of this Agreement, Manager shall sign, renew and cancel Leases so as to comply with the provisions of Section 42 of the Code regarding LIHTC program.
- 3) The Property is not limited to specific household types, however, the Manager shall make vacant accessible units in the property generally available to otherwise eligible households who apply without regard to the disabled preference if there are an insufficient number of households for whom a disabled preference has been given to fill all the vacant units.
- 4) Residency at the Property is restricted to U.S. citizens or nationals and non-citizens who have eligible immigration status as determined by the U.S. Department of Housing and Urban Development (HUD). All household members, regardless of age, must declare their citizenship or immigration status. Non-citizen Applicants will be required to submit evidence of eligible immigration status at the time of application. Applicants who hold a non-citizen student visa are ineligible, as are any non-citizen household members living with the student.
- 5) Applicants must disclose and provide documentation of Social Security Numbers (SSN) for all household members claiming eligible immigration status, regardless of age, before a lease can be executed. Documentation must be provided within 30 days from the date on which the Applicant submitted an application or the application will be denied, and Applicant must reapply.
- 6) The apartment unit must be the Applicant's primary residence.
- 7) All principals of the lease will be required to sign consent and verification forms. All information reported by the household is subject to verification. Anyone 18 years of age or older who is applying for an apartment will complete a rental application, and their driver's license (or photo identification) will be checked to verify identity.
- 8) The Applicant must be of legal contract age and NOT claimed as a dependent on his/her parent(s) or guardian(s) latest tax return. If the Applicant is claimed on his/her parent(s) or guardian(s) latest tax return Applicant and his/her parents, individually or jointly, must submit an application and meet all other lease requirements and tenant selection criteria. Manager will not lease a Unit to an Applicant if the head of household or co-head of household is under 18 years of age (even if emancipated).
- 9) The Manager is utilizing the HUD-recommended guideline of two persons per bedroom. Manager will take into account such factors as the size of the bedrooms and dwelling unit, and any city or state occupancy requirements governing the property to determine actual maximum capacity. But in general, following are the occupancy standards:

Unit Size	Minimum No. of Occupants	Maximum No. of Occupants
1 bedroom	1	2 + 1 child younger than six months old
2 bedroom	2	4 + 1 child younger than six months old
3 bedroom	2	6 + 1 child younger than six months old

E. CHANGES IN HOUSEHOLD DESIGNATION POLICY

At initial certification, this development determines your rent based on: Annual income calculated as dictated by the affordable program rules and the availability of the designations under which you qualify. Although you may have initially qualified at a lower designation, your rent may reflect a higher designation based on limited availability.

- 1) If your income at initial certification qualified you at a lower designation, but your rent was not restricted at such lower designation due to availability, you may request to be placed on a waiting list for such designations under which your household initially qualified.
- 2) At recertification, this development has elected to keep your rent restricted based on the circumstances at initial certification unless your income exceeds 140% of the current 60% income limit or you elect to be placed on a waiting list for a lower designation. If your income exceeds the 140% of the current 60% income limit, you may be required at the end of your lease term to pay a market-rate rent.
- 3) If you are designated as a market rate unit and you wish to be eligible for a lower designation, a complete certification will be performed to clearly document the household's qualification. You may request to be placed on a waitlist for such designation under which your household qualifies for now.
- 4) If you receive rental assistance and due to changes in your income, your portion of the rent exceeds the program rent limits designation at move in, the designation will be changed to comply with program rules.
- 5) If you are designated as a low-income unit and have been deemed now to be a full-time student household, or it has been determined that the household was ineligible due to the full-time student rule, the unit will be designated as a market unit if available. A household may be transferred to an appropriate designated unit or given a 30-day notice to vacate.

The development maintains a waiting list and are available to both new applicants and existing residents provided the household qualifies for such rent restrictions based on corresponding income qualifications.

Applicants or residents may not request multiple designations. To be placed on a waiting list, you must submit a dated, written request (unless a reasonable accommodation is needed).

Once a lower designation becomes available, the household available at the top of the waiting list will be contacted. You will have 48 hours to respond. To secure your new rent, you must begin the necessary certification to determine current eligibility for the lower rent designation under which you are applying and lease paperwork necessary to modify your rent amount. Failure to do so will result in being removed from the waiting list. Waiting lists for all designations are closed if there are more than 25. **Under the Housing Tax Credit program, you are not required to move into another unit in order to change designations.**

F. APPLICANT SCREENING POLICY

All principals of the lease will be screened for suitability prior to residency. During the admissions screening process, the Manager will perform the necessary criminal history background checks and credit checks. Screening criteria will be applied consistently to all Applicants, consideration of extenuating circumstances will be considered in the screening process.

1) Complete Application:

- a) If a line is not filled in (or if the omission is not explained in writing) we will return the application to you. We will not process the application until it is complete. A separate rental application will be completed for each adult (min 17 yrs. or older) in the household not married.

2) Rental History:

- a) An applicant for residency of a Unit (all individuals who request to reside in such Unit are collectively referred to as the "Applicant") must have a minimum of two (2) years of either good landlord references (which must include, at a minimum, references from both the Applicant's current and immediately preceding landlords), or a good mortgage payment history. Manager will always check the Applicant's prior landlord references even if the two-year requirement is met with Tenant's current landlord. Notwithstanding the foregoing in this Section, Manager may approve an Applicant without said two-year history if (a) such Applicant Tenant has no prior history of having a landlord, and (b) Manager would, using industry standards typically employed by property managers of projects similar in location and type to the Property, otherwise approve the particular Applicant. In addition, Manager may require Applicant to pay an additional deposit.
- b) Manager shall not enter into a Lease with an Applicant if such Applicant has documented poor landlord references or has previously been subject of an eviction.

3) Credit History:

- a) Manager will complete a credit check on all household adults comprising each Applicant and shall evaluate the results on an individual (but consistent) basis. Applicants that have poor credit or poor credit ratings will be rejected unless a reasonable extenuating circumstance that caused such poor credit or poor credit ratings is documented. Owner must approve any exception to the foregoing standard regarding poor credit.
 - a) Manager will check the Property's "dead" files to ensure that Applicants who were former Tenants and who are re-applying for residency did not leave a balance owing to Owner or has any record or history of problem behavior.
 - b) Co-signers on Leases will be required if one or more of the individuals comprising Applicants lack the required references or credit history but will not be used if an Applicant has bad references or bad credit, in which case the Applicant will be rejected.
- 4) Criminal History: Applicants will be DENIED if ANY of the following apply:
- a) Any household member in the previous three years has been evicted from Federally assisted housing for drug-related criminal activity. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exists (e.g., the household member no longer resides with the Applicant household) the Manager may, but is not required, to admit the household.
 - b) Any household member is currently engaging in illegal drug use.
 - c) Any member of the household is subject to a lifetime registration requirement or is currently registered under a state sex offender registration program.
 - d) Any member of the Applicant's household has been convicted of the manufacture of methamphetamine.
 - e) Felony conviction for violent criminal activity.
 - f) Felony conviction for any criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the Manager or any employee who is involved in the housing operations.
 - g) Convicted of unlawfully obtaining government assistance.
 - h) See "Denial and Notification of Denial of Application" for full list of criminal offenses.

G. APPLICATION PROCEDURES

Only applications completed in full and properly executed will be accepted according to unit size and type and in order of date received. Households that include persons with disabilities will be given preference for units with special accessibility features.

Initial screening applications will be accepted by anyone, providing the waiting list has not been closed.

H. WAITING LIST PROCEDURES

The Applicant's initial eligibility for placement on the waiting list will be through self-declaration. From the initial fully executed TAA application, a waiting list will be maintained and contain the following information for each applicant:

- 1) Applicant name
- 2) Family unit size (minimum number of bedrooms for which family qualifies)
- 3) Date and time of application
- 4) Gross annual family income
- 5) Number of persons in household
- 6) Whether an handicap accessible unit is required, or Applicant has other special needs (elderly)
- 7) Whether Applicant is living in substandard housing or is homeless

As applicants are drawn from the waiting list based on their initial application, the Manager will request third party independent verification of assets, income, and status of household members. To be eligible for admission, an Applicant must have a gross annual income at the time of admission that does not exceed the HUD published very low-income limits (at or below 60 percent of area median income).

Applicants are responsible for notifying the Manager in writing when the information they provided has changed. If mail or other attempted communications to the Applicant are unsuccessful as a result of insufficient information provided by the Applicant, the application will be cancelled and withdrawn from the Waiting List. Also, if Applicants fail to inform the Manager, in writing, of a change of address, and correspondence is returned to the Manager by the Post Office due to incorrect address, the Applicant/application will be cancelled/withdrawn from the Waiting List.

The waiting list may be closed when the Manager had determined an adequate number of initial applications have been accepted. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

I. UNIT TRANSFER PROCEDURE

Current tenants requiring a unit transfer for the following reasons will be given the option to move, at their own expense, before new applications are taken:

- 1) A required unit transfer due to household size or changes in household composition. When the Manager determines that a transfer is required the tenant may remain in their current unit and pay the HUD-approved market rent or must move within 30 days after notification that a unit of the required size is available within the property.
- 2) A unit transfer for a medical reason certified by a doctor or the need for an accessible unit.
- 3) Additional guidelines for a unit transfer are:
- 4) No transfers will be allowed during resident's initial lease term unless there is a medical reason for the transfer.
- 5) Residents needing special consideration due to a disability or reasonable accommodation shall be transferred prior to applicants without disabilities or reasonable accommodation request(s). A third-party verification from a Physician or licensed medical professional is required.
- 6) Residents may be eligible for a unit transfer if their income or family composition changes.
- 7) A resident in poor standing with balances owed, lease violations, violation of unit conditions defined in the TAA lease paragraphs 19.2 and 25.2 will not be allowed to transfer.
- 8) If a resident has requested a transfer, the resident must complete the transfer at their expense; and all damage or cleaning charges must be paid prior to the transfer.
- 9) Same floorplan, same rent apartment transfers will not be allowed unless for a disability or reasonable accommodation.
- 10) A resident who has indicated the intent of vacating within a three (3) month period will not be transferred.
- 11) A new security deposit based upon unit size will be required to be paid prior to moving into the new unit.

J. DENIAL AND NOTIFICATION OF DENIAL OF APPLICATION

1. Denial
 - a) You misrepresent any information on the application.
 - b) You do not meet the income requirements.
 - c) Your credit report reveals unacceptable credit information.
 - d) Previous landlords report significant complaint(s)
 - e) Failure to pay rent in a timely manner.
 - f) Repeated disturbance of neighbor's peace.
 - g) Allowing persons not on the lease to reside at the residence.
 - h) Damage to property beyond normal wear and tear.
 - i) Failure to give proper notice when vacating.
 - j) Any report of the following criminal acts:
 - i) Automatic Denial Felony:
 - Sex Offender Registration
 - Murder, Homicide, Manslaughter related offenses
 - Sexually Oriented offenses

- Threat/Terrorist Related offenses
- ii) Automatic Denial Felony if offense is within the past 84 months:
- Abuse/Assault and Battery related offenses
 - Theft, Robbery, Breaking and Entering related offenses
 - Abduction/Kidnapping offenses
 - Arson related offenses
 - Forgery, Money, Check related offenses
 - Prostitution, Solicitation related offenses
 - Fraud, Embezzlement, Tampering related offenses
 - Firearms, Weapons, Explosive related offenses
 - Narcotics Drug related offenses
 - Gang related offenses
 - Pornography related offenses
 - Stolen Property related offenses
 - Trespassing, Prowling related offenses
 - Environmental, Animal related offenses
 - Corruption of Minors related offenses
- iii) Automatic Denial Misdemeanor:
- Murder, Homicide, Manslaughter related offenses
 - Sexually Oriented offenses
 - Threat/Terrorist related offenses
- iv) Automatic Denial Misdemeanor (if offense is within the 24 months):
- Abuse/Assault and Battery related offenses
 - Theft, Robbery, Breaking and Entering related offenses
 - Abduction/Kidnapping offenses
 - Arson related offenses
 - Forgery, Money, Check related offenses
 - Prostitution, Solicitation related offenses
 - Fraud, Embezzlement, Tampering related offenses
 - Firearms, Weapons, Explosive related offenses
 - Narcotics Drug related offenses
 - Gang related offenses
 - Pornography related offenses
 - Stolen Property related offenses
 - Trespassing, Prowling related offenses
 - Environmental, Animal related offenses
 - Corruption of Minors related offenses

2. Notification of Denial

If an Applicant is denied admission to the property, they will receive a written notice stating the reason(s) for the denial. The Applicant has the right to respond in writing or request a meeting to dispute the denial of admission within fourteen (14) days of the notice. Persons with disabilities have the right to request reasonable accommodations to participate in the process. If admission is denied because criminal background screening indicates the Applicant provided false information, the Manager must provide the Applicant with the subject of the record and a copy of the information upon which the action is based. The subject of the record and the Applicant have the opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency.

K. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

Property managers understand that, regardless of whether state or local laws protect victims of domestic violence, people who have been victims of violence have certain rights under federal fair housing laws. The intent of this Policy is to support or assist victims of domestic violence, dating violence or stalking as well as to protect victims and members of their family, from being denied housing as a consequence of domestic violence, sexual assault, dating violence or stalking.

- 1) If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.
- 2) The owner/agent will not assume that any act is a result of abuse covered under the VAWA. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.
- 3) Compliance with Requirements Outlined in the Violence Against Women Act (VAWA):
 - i) The VAWA was promoted for a noble cause to make the lives of victims of abuse easier and to prevent homelessness. Some key points provided in the Act include:
 - A potential resident who certifies they were the victim of domestic violence would be allowed to be admitted, even with poor credit and/or poor owner/agent evaluations, if they can show the cause of these negative factors were caused by domestic violence. The owner/agent does require self-certification from the applicant. This may include verification from police, domestic violence victims' advocates and social service agencies.
 - The Act assured that victims of domestic violence, sexual assault, etc. can have access to the criminal justice system without facing eviction.

- Where someone is abusive to other members of the household, only the abuser may be evicted, if the reason for eviction is directly related to such abuse.
 - Residents living in assisted housing facing violence can be allowed early lease termination for a matter of safety.
- ii) Certification and Confidentiality
- When the owner/agent responds to a claim of protected status under the VAWA the owner/agent will request, in writing if appropriate, that an individual complete, sign, and submit the VAWA Certification Form (HUD form 5382) within 14 business days of the request. The owner/agent understands that the delivery of the certification form to the resident via mail may place the victim at risk, e.g., the abuser may monitor the mail.
 - Therefore, in order to mitigate risks, the owner/agent will work with the resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements. Owner/agent will respond to the request within three (3) business days of receiving completed certification with all required back up documentation.
 - If the resident has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach.
- iii) In addition to submitting VAWA certification, the victim can submit one of the following:
- A federal, state, tribal, territorial, or local police record or court record, or
 - Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.
- iv) The owner/agent will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.
- v) The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained

in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the victim in writing;
 - Required for use in an eviction proceeding or termination of assistance; or
 - Otherwise required by applicable law.
- vi) The VAWA certification provides notice to the resident of the confidentiality of the form and the limits thereof. The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence or stalking in a separate file that is kept in a separate secure location from other resident files.
- vii) If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides owner/agent the authority to bifurcate a lease i.e., remove, evict, terminate housing assistance to that individual, while allowing the victim, who lawfully occupies the home, to maintain tenancy.
- viii) Owners/agents must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence or stalking against another household member, an interim recertification will be processed reflecting the change in household composition.
- ix) Lease Addendum
- The owner/agent is required to attach the VAWA Lease Addendum, which includes the VAWA provisions, to each existing or new lease.
- x) Notice of Occupancy Rights under the Violence Against Women Act
- Each Applicant is provided a copy at move-in.

L. ANIMAL (PET) POLICY and DEPOSIT

No animal, which may constitute a threat to a resident or the community, will be allowed. Only dogs, cats, birds or fish are accepted or allowed. Aquariums will be allowed with a 10-gallon maximum capacity. If the property is designated, pet-friendly; no more than two pets are permitted per apartment. Pet Deposit is \$500.00 per pet. All pets must meet the following requirements.

- 1) Animals full grown must not weigh more than 25-pounds.

- 2) All pets must be photographed at move in to be attached to Animal Agreement Addendum.
- 3) Pets must have all vaccinations and be registered with the City as required.
- 4) At all times, pets must be on a leash when outside of the apartment.
- 5) Breed restrictions apply to dogs. Unacceptable breeds may include but are not limited to: Boxer, Bull Terrier, Dingo, Giant Schnauzer, German Shepherds, Rottweiler, Pit/Bulls/American Staffordshire Terriers, Chow Chows, Presa-Canarios, Akitas, Dobermans, Mastiffs, Huskies, Malamutes, Great Danes, Saint Bernard, Shar-Peis, Wof-hybrids and/or mixes of these breeds.
- 6) Strictly prohibited animals and or reptiles may include but are not limited to: Tarantulas, reptiles (snakes, iguana, etc), Ferrets, Skunks, Squirrels, Rabbits, Raccoons, Rodents (rats, mice), Pot Belly pigs or any other farm or exotic animal.

The resident understands that he/she will be assessed a lease violation penalty and may be asked to remove his/her pet from the premise if any of the above-mentioned rules are violated.

M. APPEALS / GRIEVANCE PROCEDURES (HOME and 811 Developments ONLY)

All applicant and/or resident grievances in the areas of Management services, maintenance services, Management policy, Management personnel, and grievances concerning other residents will receive prompt, efficient follow-up from the Manager. In the event the problem is beyond the control of the Manager, it will be brought to the attention of the Property Supervisor. Records of maintenance, service, and policy grievances will be kept on file in the Manager's office, and with Management.

Grievances of Management toward residents of the project are likely to include such problems as lease violations, vandalism, noise, housekeeping, or other violations of the rules and regulations. Should these occur, the Manager will meet with the resident to discuss the problem. The results of the meeting will be recorded in the resident's file.

Should the problem persist, the Property Supervisor will then ask for a conference with the resident. Again, a record of the meeting will be filed in the Resident's file. If the problem is still evident after repeated attempts at resolution, the resident may be provided a 10-day notice to vacate.

N. LIMITED ENGLISH PROFICIENCY

If it is determined that an Applicant cannot speak, read, write, or understand the English language at a level that permits them to interact effectively with Manager and Manager's staff,

efforts will be made to translate and/or effectively communicate the necessary information. In order to achieve effective communication Manager could provide all printed materials in English and Spanish, and written using plain, understandable terms/words; Manager will have staff who speak (interpret) English and Spanish; and Manager can assist those Applicants who cannot adequately read or understand the written information.

Anyone needing assistance completing the application process, please contact:

Alpha Barnes Real Estate Services

12720 Hillcrest, Suite 400

Dallas, Texas 75230

972-643-3200

Ex 10 Demand Analysis

APARTMENT MARKET DATA, LLC

CONSULTANTS, ECONOMISTS, ANALYSTS

January 15, 2021

Mr. Deepak Sulakhe
OM Housing
7328 Mimosa Lane
Dallas, TX 75230

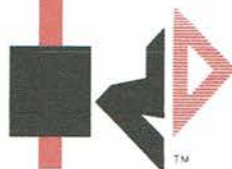
Re: Preliminary Analysis
Avenue B Apartments
Garland, Texas

Greetings:

Per your request, we have conducted a preliminary demand analysis for the Garland, Dallas County, Texas market. A final analysis would be provided in a full market study.

For this analysis, we utilized a "primary market area" encompassing 20.90 square miles. These boundaries follow the census tracts listed:

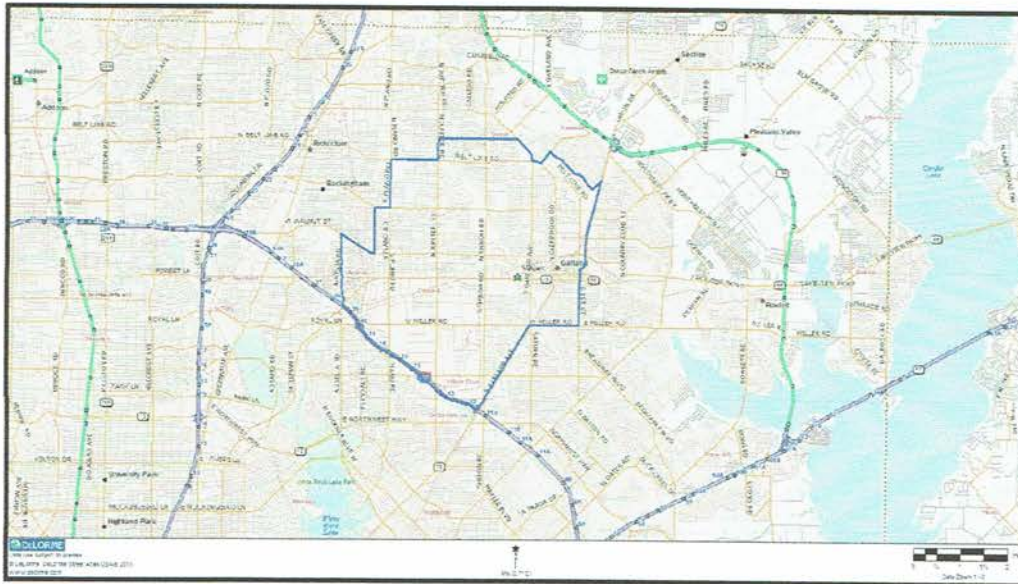
Census Tracts	Census Tracts	Census Tracts	Census Tracts
481130185.01	481130185.05	481130185.06	481130186.00
481130187.00	481130188.01	481130188.02	481130189.00
481130190.04	481130190.13	481130190.14	481130190.19
481130190.20	481130190.21	481130190.24	481130190.26
481130190.29	481130190.32	481130190.33	



20475 Hwy. 46 West
(210) 530-0040

Suite 180 - PMB 416
Fax (210) 340-5830

Spring Branch, Texas 77080
www.aptmktdata.com



This area was used as it complies with the definition of a “Primary Market Area” (PMA) as defined by the Texas Department of Housing and Community Affairs (TDHCA). The analyst expects additional demand to come from outside of the PMA.

HOUSEHOLD DEMAND

The MapInfo demographics estimate the demand growth for new rental units to be 47 units per year. The HISTA data suggests that the growth for new rental units will be 143 units per year. Finally, the Employment Growth methodology suggest the PMA will add 151 new renters annually.

FORECAST APARTMENT HOUSEHOLD DEMAND TABLE - AnySite

YEAR	2021	2022	2023	2024	2025
DEMAND	47	47	47	47	47

FORECAST APARTMENT HOUSEHOLD DEMAND TABLE - HISTA

YEAR	2022	2023	2024	2025	2026
DEMAND	143	143	143	143	143

FORECAST APARTMENT HOUSEHOLD DEMAND TABLE - Employment

YEAR	2021	2022	2023	2024	2025
DEMAND	151	151	151	151	151

GAP DEMAND – HOUSEHOLD GROWTH BASED

According to our sources, there is one other project known to be under construction, in lease-up, or in planning within the Primary Market Area. The Draper would be composed of 155 market rate, luxury units.

“FAMILY GAP DEMAND” FUTURE DEMAND NET AGAINST FUTURE SUPPLY

		2020-2024	2020-2024	2020-2024
Data Source		MapInfo	HISTA	Employment
Total Demand 2020 to 2024		233	715	755
New Supply	Total	93% Stabilized	93% Stabilized	93% Stabilized
Projects in Lease-up	0	0	0	0
Projects Under Construction	0	0	0	0
Projects in Planning				
The Draper	155	144	144	144
Subject	120	112	112	112
Total Supply Change In Market	275	256	256	256
Net Gap In Supply and Demand		-23	459	499

Based on the estimates provided by MapInfo, the PMA will be slightly over-supplied over the next five years. According to the HISTA data, and the employment – based analysis, the market would readily absorb the proposed new units as well as those currently in planning over the next five years.

Additionally, evidence suggests that LIHTC projects tend to derive most of their demand from households already living in the area. The “Overall Capture Rate” calculation in

found 8,152 renter households that are income qualified. Thus, in our mind, this project is feasible even without the additional growth in the number of renter households.

SUMMARY

Based on our preliminary analysis, the proposed project will be readily accepted by the market.

Sincerely,

Rick Proffer

Rick Proffer, CAPS, CPM
Market Analyst

Ex 11 Zoning



CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

January 15, 2021

Deepak P. Sulakhe
OM Housing
dsulakhe@omhousing.com

Re: Planning Department Evaluation Letter for Potential Tax Credit Application near Avenue B, Forest Lane and Bryan Drive

Dear Mr. Sulakhe:

The land generally located between Avenue B, Forest Lane, and Bryan Drive, as indicated on the attached map you provided, is currently zoned Planned Development (PD) District 86-8 for Mixed Uses (Office, Office/Warehouse, Light Industrial, and Retail Uses). Multi-Family Dwelling and Independent Living uses are not currently permitted per the current zoning; therefore, a change of zoning is required.

The Envision Garland Future Land Use Map identifies this tract as Urban Neighborhoods. Urban neighborhoods are higher density residential developments. This residential option may utilize vertical mixed-use integrated into the surrounding area, reflecting the area's dominant character or, when desired, promoting a new character. This type of development should encourage access to a range of mobility options and is generally located in the vicinity of major intersections and/or secondary arterial streets, with proximity to significant bus or rail amenities.

As mentioned above, a zoning change application will be required in order to allow for multi-family development on the site. Prior to submitting a zoning change application, a pre-submittal meeting is highly recommended. Pre-submittal meetings may be scheduled through the Planning Department at your convenience.

Please contact the Planning Department at 972-205-2445 should you need additional information.

Sincerely,

Will Guerin, AICP
Director of Planning & Community Development
City of Garland

Scoring for Low Income Housing Tax Credit Application

Developer Name: MVAH Development LLC

Project Location: 1102 N. Shiloh Road

Number of Units: 106

Percentage Affordable: 69%

Age Restricted: No

Market Rate Percentage: 31%

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points:

100

Development Type - Maximum 35 points

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points Rehabilitation of Existing Multifamily Complex = 25 points New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points

Yes = 5 points

Access to DART Transportation - Maximum 5 points

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points

0-.50 mile = 10 points

0-.50 mile = 10 points

Mixed Income Developments - Maximum 10 points

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

Client Review	Staff Review Scores
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>10</u>	<u>10</u>
<u>10</u>	<u>10</u>
<u>0</u>	<u>0</u>
<u>5</u>	<u>5</u>

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

Community Support - Maximum 10 points ** See Note*

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

TOTAL Application Points

0	0
10	10
5	5
60	60

**Developer indicates that the Council Person supports this development in the application.*

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

Scoring for Low Income Housing Tax Credit Application

Developer Name: OM Housing

Project Location: 1700-1800 Avenue B

Number of Units: 120

Percentage Affordable: 68%

Age Restricted: No

Market Rate Percentage: 32%

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points:

100

Development Type - Maximum 35 points *See Staff Note

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points Rehabilitation of Existing Multifamily Complex = 25 points New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points

Yes = 5 points

Access to DART Transportation - Maximum 5 points

*0 -.50 miles = 5 points
.51 - 1 miles = 2 points
Over 1 mile = 0 points*

Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points

*0-.50 mile = 10 points
0-.50 mile = 10 points*

Mixed Income Developments - Maximum 10 points

*30% or more Market Rate Units = 10 points
20% Market Rate Units = 5 points*

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

Client Review	Staff Review Scores
<u>5</u>	<u>5</u>
5	5
5	5
5	5
10	10
10	10
0	0
5	5

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

Community Support - Maximum 10 points **See Staff Note*

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

TOTAL Application Points

0	0
5	5
5	5
55	55

**Staff Note 1: Developer has indicated they are actively pursuing the purchase of the Williams Townhomes immediately to the east of the property. However, there are no agreements in place. Scoring is based on New Construction of Multifamily Housing.*

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

Scoring for Low Income Housing Tax Credit Application

Developer Name:

Palladium Developers

Project Location:

1010 State Hwy 66

Number of Units:

132

Percentage Affordable:

62%

Age Restricted:

No

Market Rate Percentage

38%

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points:

100

Development Type - Maximum 35 points

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points Rehabilitation of Existing Multifamily Complex = 25 points New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points

Yes = 5 points

Access to DART Transportation - Maximum 5 points

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points

0-.50 mile = 10 points

0-.50 mile = 10 points

Mixed Income Developments - Maximum 10 points

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

Client Review	Staff Review Scores
<u>5</u>	<u>5</u>
5	5
5	5
5	5
10	10
10	10
0	0
5	5

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

Community Support - Maximum 10 points **See Staff Note*

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

TOTAL Application Points

0	0
10	10
5	5
60	60

**Staff Note 1: Developer has had meetings with Councilperson as well as conducted community outreach*

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

Scoring for Low Income Housing Tax Credit Application

Developer Name:

Generation Housing Partners

Project Location:

2301 Forest Lane

Number of Units:

67

Percentage Affordable:

79%

Age Restricted:

Yes

Market Rate Percentage

21%

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points:

100

Development Type - Maximum 35 points *See Staff Note

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points Rehabilitation of Existing Multifamily Complex = 25 points New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points

Yes = 5 points

Access to DART Transportation - Maximum 5 points

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points

0-.50 mile = 10 points

0-.50 mile = 10 points

Mixed Income Developments - Maximum 10 points

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points *See Staff note

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

Client Review	Staff Review Scores
<u>35</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>0</u>
<u>5</u>	<u>5</u>

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

Community Support - Maximum 10 points **See Staff Note 2*

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

TOTAL Application Points

5	5
10	10
5	5
90	55

**Staff Note 1: This parcel will have to be rezoned to multifamily housing. Staff adjusted the score accordingly.*

**Staff Note2: Developer indicates that the Council Person supports this development in the application.*

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

Scoring for Low Income Housing Tax Credit Application

Developer Name:	<u>Overland Property Group, LLC</u>
Project Location:	<u>701 Dairy Rd</u>
Number of Units:	<u>60</u>
Percentage Affordable:	<u>100%</u>
Age Restricted:	<u>Yes</u>
Market Rate Percentage	<u>0%</u>

Scoring Criteria

Applications are scored per category and may receive points on a scale of 1 to 100. There are 11 different scoring categories. A minimum of 57 points is required to be obtained in order to be considered for Resolution of Support.

Maximum Available Points:

100

Development Type - Maximum 35 points

Acquisition/Demolition/Redevelopment of Existing Complex = 35 points Rehabilitation of Existing Multifamily Complex = 25 points New Construction of Multifamily = 5 points

Addresses a Housing Need Identified in the Consolidated Plan - Maximum 5 Points

Yes = 5 points

TDHCA Tax Credit Experience with Multiple Developments – Maximum 5 points

Yes = 5 points

Access to DART Transportation - Maximum 5 points

0 -.50 miles = 5 points

.51 - 1 miles = 2 points

Over 1 mile = 0 points

Proximity to 24-Hour Emergency Medical Facility – Maximum 10 points

0-.50 mile = 10 points

0-.50 mile = 10 points

Mixed Income Developments - Maximum 10 points

30% or more Market Rate Units = 10 points

20% Market Rate Units = 5 points

Currently Zoned Multifamily - Location/Height/Density Compatible with Neighborhood – Maximum 5 points

Yes = 5 points

Development Provides Onsite Management – Maximum 5 points

Yes = 5 points

Client Review	Staff Review Scores
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>5</u>	<u>5</u>
<u>10</u>	<u>10</u>
<u>0</u>	<u>0</u>
<u>5</u>	<u>5</u>

Age Restricted Development - Maximum 5 points

Senior 55+ = 5 points

Community Support - Maximum 10 points ** See Note*

Received Council Person Support = 5 points

Conducted Community Meetings = 5 points

No community support = 0 points

Complete Market Analysis Provided - Maximum 5 points

Yes = 5 points

TOTAL Application Points

5	5
10	10
5	5
60	60

**Developer indicates that the Council Person supports this development in the application.*

Staff reserves the right to move forward any multifamily project on property currently zoned multifamily as of October 2019 which is located in an area with an approved, current redevelopment plan that includes new construction of multifamily housing identified as a supportive use regardless of score for council consideration.

Low Income Housing Tax Credit Income Limits FY 2020 Dallas County

	Number of People in the Household							
	1	2	3	4	5	6	7	8
30% of Area Median Income	\$18,100	\$20,700	\$23,200	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
50% of Area Median Income	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
60% of Area Median Income	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
80% of Area Median Income	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050
Middle Income	\$60,400	\$69,000	\$77,600	\$86,200	\$93,100	\$100,000	\$106,900	\$113,800

Source: www.huduser.gov

	Unit Breakdown Per Project and Income Bracket									
	MVAH Properties		Generation Housing		Palladium		Overland Properties		OM Housing	
30% AMI	10.19%	11 Units	8.96%	6 Units	6.82%	9 Units	25.00%	15 Units	7.14%	9 Units
50% AMI Units	18.52%	20 Units	32.84%	22 Units	25.00%	33 Units	45.00%	27 Units	26.19%	33 Units
60% AMI Units	41.67%	43 Units	37.30%	25 Units	24.24%	32 Units			31.75%	40 Units
80% AMI Units					6.06%	8 Units	30.00%	18 Units		
Market Rate	29.62%	32 Units	20.90%	14 Units	37.88%	50 Units			34.92%	44 Units
TOTALS	100.00%	106 Units	100.00%	67 Units	100.00%	132 Units	100.00%	60 Units	100.00%	126 Units



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: February 22, 2021

Item Title: Discuss Weather-Related ERCOT Mandatory Curtailment of Electricity to Garland

Summary of Request/Problem

Last week, Texas experienced an unprecedented winter storm. Record low temperatures and snowfall across vast areas of the State created an overwhelming demand on power sources. In response, ERCOT - the State entity that controls the distribution of power across the ERCOT power grid (that being most of the State) - implemented curtailments of power in the form of "rolling blackouts" due to there not being enough power in the ERCOT grid to serve all of the customers within the ERCOT portion of Texas at once. Garland Power and Light was affected by those curtailment orders just like all other electric utilities in the State.

Staff will present information as to why the curtailment happened, why Garland was included, and how GP&L responded.

Recommendation/Action Requested and Justification

Council discussion.



GARLAND

City Council Work Session Agenda

Meeting Date: February 22, 2021

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Council Member B.J. Williams

- Christine Lumpkin-Bell - Property Standards Board
-

Attachments

Christine Lumpkin-Bell



GARLAND

TEXAS MADE HERE

**CITY OF GARLAND
RECEIVED
JAN 26 2021**

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: JANUARY 18, 2021

Name: CHRISTINE KUMPAKIN-BELL

Phone: [REDACTED] (Home)

Address: 5317 BARCELONA DR.

Phone: _____ (Other)

City, State, Zip: GARLAND TX 75043

Email: _____

Resident of Garland for 35 years Resident of Texas for 45 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 4 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Educator in college & high school. Volunteer in political campaigns. Owned multiple homes.

If you have previously served on a City Board or Commission, please specify and list dates of service.

NONE

List civic or community endeavors with which you have been involved.

Public schools, attended open city council meetings

What is your educational background?

Economics and BUSINESS

What is your occupational experience?

Entrepreneur in finance and insurance.

I hereby affirm that all statements herein are true and correct.

Christine Kumpakin-Bell
City Secretary

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Youth Council **	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☒ Property Standards Board <u>first choice</u>	☐ Plan Commission
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Garland Cultural Arts Commission		☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due _____
Past Due _____

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes _____ No ☒
Courtney Vanover
1-27-21

Date Notified _____

Disclosure Form Filed _____

Revised 03/2018